THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT

TUESDAY, JANUARY 23, 2024 8:45 AM
Kathleen C. Wright Building
600 Southeast Third Avenue, Board Room
Fort Lauderdale, Florida 33301

AGENDA FOR REGULAR SCHOOL BOARD MEETING

REGULAR SCHOOL BOARD MEETING CAN BE VIEWED VIA LIVE STREAM OVER THE INTERNET ON THE DISTRICT'S WEBSITE (www.browardschools.com).

Updated - 01/19/24 Supplemental - 01/16/24

School Board meetings will be held with Board Members being physically present and via electronic communication. This advertised Regular School Board Meeting will be accessible virtually. **Public Written Agenda Comments- Members of the public may submit public written comment by visiting the District's webpage at www.browardschools.com/ publicparticipation. Public Written Agenda Comments must be submitted no later than 2 hours prior to the start of the School Board Meeting/Workshop. Anonymous comments will not be accepted; therefore, written comments must include the person's name, city of residence, and zip code. Written agenda comments may not exceed a maximum of nineteen hundred (1900) characters.** Pursuant to School Board Policy 1100A, the public may speak a total of fifteen (15) minutes during any single meeting, not including committee reports. Additionally, in the event a large group of individuals (more than twenty (20)) sign-up to speak on any one agenda item, the Board Chair has the authority to adjust the time limit for each speaker to speak less than the three (3) minutes (*which is approximately 400 words*) usually permitted or limit the overall time speakers will be heard on that item.

Free guest parking is available at the southeast 3rd Avenue parking lot on all School Board meeting dates.

CALL TO ORDER

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

MINUTES FOR APPROVAL

Minutes
November 8, 2023 - Regular School Board Meeting
November 14, 2023 - Annual Organizational Meeting
December 12, 2023 - Special - Expulsions
December 12, 2023 - Regular School Board Meeting (ADDED)

11-08-23 Regular Mtg Min.pdf
11-14-23 Annual Org Mtg Min.pdf
12-12-23 Regular Mtg Min.pdf

ADDED / CHANGED ITEMS

January 19, 2024

ITEM(S)
C-2. Proposed 2024-2025 School/Personnel Calendar (REVISED)
BB-1. Next Steps Regarding Position of Chief Auditor (ADDED)

SPEAKER(S)
2. Nathalie Lynch-Walsh (A.M.) (ADDED)

ATTORNEY CLIENT SESSION(S)
OHLA Construction v. School Board v. Zyscovich (ADDED THIRD SESSION)

January 16, 2024

MINUTE(S)
December 12, 2023 - Regular School Board Meeting (ADDED)

ITEM(S)
H-3. Non-Instructional Appointments and Leaves 2023-2024 (REVISED)
H-6. Instructional Out-of-Field Teaching Assignments 2023-2024 (ADDITIONAL INFORMATION)
B-1. District Partnership with Every Child A Swimmer (SPECIAL ORDER 11:30 A.M.)
B-4. Negotiations with Broward Health on Vacant Land for Educational Purpose (WITHDRAWN)
C-2. Proposed 2024-2025 School/Personnel Calendar (ADDITIONAL INFORMATION)
J-2. Grant of Utility Easement at Northeast HS (REVISED)
J-3. Grant of Bill of Sale Absolute, Affidavit and Final Release of Lien to Broward County - Northeast HS (REVISED)
OO-9. ITB24-200 - Conex Storage Containers (WITHDRAWN)
OO-15. FY22-099 - Evolution Lab Suite 360 - Behavior Intervention Curriculum (ADDED)
OO-16. ITB-FY24-256 - Visitor and Volunteer Management System (ADDED)

SPEAKER(S)
1. Trudy Jermanovich (A.M.) (ADDED)

CLOSE AGENDA

SUPERINTENDENT'S REPORT

COMMITTEE REPORTS

9:30 a.m. (Committee Reports listed on the Regular School Board Meeting agenda will be heard at 9:30 a.m. or immediately following the H-3 item, whichever comes first.)

Audit Committee
Broward County Association of Student Councils and Student Advisor to the Board
Broward County Council PTAs/PTSAs
Broward Education Foundation
District Advisory Council

Diversity Committee
Employee Unions/Groups
ESE Advisory Council
ESOL Leadership Council
Facilities Task Force
Gifted Advisory Council
Human Relations Committee
Parent Community Involvement Task Force
Small Business Advisory Committee
Technology Advisory Committee

SPEAKERS (A.M.) - The first five (5) speakers who register to speak will be added to the agenda. For persons who have not registered to speak at least five (5) calendar days in advance or in the event that more than five (5) speakers register to speak, these names shall be placed on a waiting list.

1. Trudy Jermanovich (ADDED)
2. Nathalie Lynch-Walsh (ADDED)

IN MEMORIAM

Patricia Boozer	Teacher Assistant Croissant Park Elementary	Born: Deceased:	January 18, 1962 December 12, 2023
Marie Labrice	Food Service Cook & Baker II Deerfield Beach Elementary	Born: Deceased:	November 5, 1969 December 22, 2023
Shakira Mozie	Teacher Assistant Discovery Elementary	Born: Deceased:	October 17, 1989 December 24, 2023

AGENDA COMMENTS

***** CONSENT AGENDA *****

ITEMS

Consent agenda items will be noted by a single letter, and open agenda items will be noted by double letters in accordance with Policy 1100A.

H. HUMAN RESOURCES & EQUITY (CONSENT)

H-1. Instructional Appointments and Leaves 2023-2023
Approve the instructional appointments, substitute teachers and instructional leaves of absence as listed on the attached lists respectively. All recommendations are made with the understanding that these individuals will comply with regulations/policies set forth by The Florida Department of Education and The School Board of Broward County, Florida. District-wide.

Executive Summary
Appointments and Leaves

H-2. Instructional Separation of Employment or Discipline 2023-2024
Approve instructional separations of employment or termination/discipline as listed

on the attached lists respectively. All recommendations are made with the understanding that these individuals will comply with the regulations/policies as set forth by The Florida Department of Education and The School Board of Broward County, Florida. District-wide.

Executive Summary
Separation or Discipline

H-3. Non-Instructional Appointments and Leaves 2023-2024
REVISED

Approve non-instructional appointments and non-instructional leaves of absence as listed on the attached lists respectively. District-wide.

Executive Summary.pdf
Appointments and Leaves.pdf
Memo to Revise.pdf

H-4. Non-Instructional Separation of Employment or Discipline 2023-2024
Approve non-instructional separations of employment or termination/discipline as listed on the attached lists respectively. District-wide.

Executive Summary.pdf
Separation or Discipline.pdf

H-5. Supplemental Pay Position 6
Approve supplemental pay positions for the 2023-2024 school/fiscal year as listed on the attached lists respectively. District-wide.

Executive Summary
Supplements.pdf

H-6. Instructional Out-of-Field Teaching Assignments 2023-2024
ADDITIONAL INFORMATION

Approve the out-of-field instructional teaching assignments as listed on the attached lists respectively. All recommendations are made with the understanding that these individuals will comply with regulations/policies as set forth by the Florida Department of Education and The School Board of Broward County, Florida. District-wide.

Additional_Information_Memo.pdf

A. ACADEMICS (CONSENT)

B. BOARD MEMBERS (CONSENT)

B-1. District Partnership with Every Child A Swimmer
SPECIAL ORDER - 11:30 A.M.

Direct the Superintendent of Schools to work with Every Child A Swimmer on a

partnership to disseminate information throughout Broward County Public Schools utilizing multiple communication channels. (Leonardi)

Executive Summary.pdf

B-2. District Plan to Uplift Pandemic and Post-Pandemic Learning Loss
Direct the Superintendent to present a plan at the February 2024 Regular School Board Meeting on BCPS Plan to Uplift Pandemic and Post-Pandemic Learning Loss of nearly 125,000 students that are not proficient in one subject or performing below grade level. (Alston)

Executive Summary.pdf

B-3. Direction to Initiate Rulemaking for Policy 5039, School Unified Dress
Direct the Superintendent of Schools to initiate rulemaking for revisions to Policy 5309, School Unified Dress. (Foganholi)

Executive_Summary.pdf
Policy 5309.pdf
Policy 5309A.pdf

B-4. Negotiations with Broward Health on Vacant Land for Educational Purpose
WITHDRAWN

Approve Motion to Direct the Superintendent of Schools to Begin Immediate Negotiations with Broward Health on Selling Vacant Land for Educational Purpose. (Alston)

Executive Summary.pdf
Memo to Withdraw.pdf

C. CHIEF OF STAFF / OFFICE OF THE SUPERINTENDENT (CONSENT)

C-1. Final Order on Broward County School Board vs. Wanda J. Collins
Approve the Final Order adopting the Recommended Order entered on November 7, 2023, by Cathy M. Sellers, Administrative Law Judge, in the matter of Broward County School Board vs. Wanda J. Collins, Case No. 22-0938TTS, before the State of Florida Division of Administrative Hearings. District 7.

Executive Summary.pdf
Proposed Final Order.pdf

C-2. Proposed 2024-2025 School/Personnel Calendar
ADDITIONAL INFORMATION
REVISED

Approve the School Board of Broward County, Florida Proposed 2024-2025 School/Personnel Calendar. District-wide.

Additional Information Memo.pdf
Memo to Revise.pdf

E. SAFETY, SECURITY, & EMERGENCY PREPAREDNESS (CONSENT)

E-1. Motorola Radio Loaner Agreement

Approve the Motorola Radio Loaner Agreement between Gregory Tony, as Sheriff of Broward County, Florida and The School Board of Broward County, Florida (SBBC) District-Wide.

Executive Summary.pdf
Agreement.pdf

F. FINANCIAL MANAGEMENT (CONSENT)

F-1. Interim Financial Statements For The Period Ended October 31, 2023

Approve the Interim Financial Statements for the Period Ended October 31, 2023. District-wide.

Executive Summary.pdf
Interim Financial.pdf

F-2. Special Revenue Grants Fund Amendment #1, as of November 30, 2023

Approve the Special Revenue Grant Budget. District-wide

Executive Summary.pdf
SR Grant Funds Amendment .pdf

F-3. Special Revenue-Food Service Fund Amendment #1, as of December 31, 2023

Approve the Special Revenue-Food Service Fund Amendment #1. District-wide.

Executive Summary
Food Service Amendment #1
F-3 Response.pdf

F-4. Surplus of Tangible Personal Property Ended October 31, 2023

Approve the Surplus of Tangible Personal Property for the Period Ended October 31, 2023. District-wide.

Executive Summary.pdf
October 2023.pdf

G. GENERAL COUNSEL (CONSENT)

I. STUDENT SUPPORT INITIATIVES & RECOVERY (CONSENT)

J. CAPITAL PROGRAM (CONSENT)

J-1. Termination for Convenience - Plantation MS

Approve the termination of the Construction Agreement, for convenience, with LEE Construction Group, Inc. for Plantation Middle School, Project No. P.001729, District 5.

Executive Summary.pdf
ADEFP.pdf

NOI to Recommend Termination.pdf
Collaboration Form.pdf

J-2. Grant of Utility Easement at Northeast HS
REVISED

Grant Utility Easement to Broward County Water & Wastewater Services at the School Board property located at 700 N.E. 56th Street, Oakland Park, Florida 33334 - Northeast High School. District 3.

Executive Summary.pdf
Easement Agreement.pdf
Memo to Revise.pdf

J-3. Grant of Bill of Sale Absolute, Affidavit and Final Release of Lien to Broward County - Northeast HS
REVISED

Approve the Grant of a Bill of Sale Absolute, Affidavit and Final Release of Lien to Broward County, Florida for the installation Fire Water Service Line at Northeast High School, Project No. P.002301, District 3.

Executive Summary.pdf
Bill of Sale Absolute.pdf
Final Release of Lien.pdf
Affidavit.pdf
Memo to Revise.pdf

L. COMMUNICATIONS & LEGISLATIVE AFFAIRS (CONSENT)

O. STRATEGY & OPERATIONS (CONSENT)

O-1. Pre-Qualification of Contractors - Superintendent's Recommendation
Approve the recommendation of the Qualification, Selection, and Evaluation Committee (QSEC); QSEC Meeting Date: December 14, 2023; Recommended Firms: Eighteen firms representing eighteen licenses are recommended to be re-certified; Automatic Revocations: Three firms representing four licenses; Small/Minority/Women Business Enterprise Vendor(s): Seventy-three; District-wide.

Executive Summary.pdf
Superintendent Recommendation
Pre-Qualification Report

O-2. 2024-25 Schl. Attend. Areas/Bnds. & Schl. Usage Rec. - All Elementary
Approve the superintendent of schools' recommendations for all elementary school usage & school attendance areas/boundaries for the 2024-25 school year at this first school board meeting. **The Superintendent has recommended no school boundary changes for the 2024-25 school year.** District-wide.

Executive Summary.pdf

Memo Supts Rec.pdf

O-3. 2024-25 Schl. Attend. Areas/Bnds. & Schl. Usage Rec. - All Middle
Approve the superintendent of schools' recommendations for all middle school usage & school attendance areas/boundaries for the 2024-25 school year at this first school board meeting. **The Superintendent has recommended no school boundary changes for the 2024-25 school year.** District-wide.

Executive Summary.pdf
Memo Supts Rec.pdf
O-3 Response.pdf

O-4. 2024-25 Schl. Attend. Areas/Bnds. & Schl. Usage Rec. - All High
Approve the superintendent of schools' recommendations for all high school usage & school attendance areas/boundaries for the 2024-25 school year at this first school board meeting. **The Superintendent has recommended no school boundary changes for the 2024-25 school year.** District-wide.

Executive Summary.pdf
Memo Supts Rec.pdf

O-5. 2024-25 Schl. Attend. Areas/Bnds. & Schl. Usage Rec. - All Combination
Approve the superintendent of schools' recommendations for all combination school usage & school attendance areas/boundaries for the 2024-25 school year at this first school board meeting. **The Superintendent has recommended no school boundary changes for the 2024-25 school year.** District-wide.

Executive_Summary.pdf
Memo Supts Rec.pdf

O-6. FY23-043 - Virtual Career Fair Software
Approve the termination, without cause, of the contract between The School Board of Broward County, Florida (SBBC), and Career Soft LLC; Original Contract Term: June 1, 2022, through May 31, 2027; Award Amount: $172,775; Awarded Vendor: Career Soft LLC; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide.

Executive Summary.pdf
Termination Letter.pdf

O-7. ITB24-236 - Technology Computing Devices, Accessories, & Deployment Services
Approve the Reject All Bids received for the Invitation to Bid (ITB); Awarded Vendor(s): None; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide.

Executive Summary.pdf
Award_Recommendation.pdf

S. SCHOOLS (LEARNING COMMUNITIES) (CONSENT)

S-1. BridgePrep Academy of Broward K8 - 5022 - First Amendment to the Charter School Agreement
Approve the First Amendment to the Charter School Agreement (Agreement) for BridgePrep Academy, Inc. d/b/a BridgePrep Academy of Broward K8 - 5022 requesting an entity name change from BridgePrep Academy of Hollywood, Inc. to BridgePrep Academy, Inc. District 1.

Executive Summary.pdf
231013bridgeprep1stamendmentrl.pdf
Signed Governing Board Minutes.pdf
BridgePrep_Sunbiz Detail by Entity Name.pdf

S-2. BridgePrep Academy of Hollywood Hills - 5116 - Second Amendment to the Charter School Renewal Agreement
Approve the Second Amendment to the Charter School Renewal Agreement (Agreement) for BridgePrep Academy, Inc. d/b/a BridgePrep Academy of Hollywood Hills - 5116 requesting an entity name change from BridgePrep Academy of Hollywood, Inc. to BridgePrep Academy, Inc. District 1.

Executive Summary.pdf
231013bridgeprep2ndamendmentrl.pdf
Signed Governing Board Minutes.pdf
BridgePrep_Sunbiz Detail by Entity Name.pdf

T. INFORMATION TECHNOLOGY (CONSENT)

***** END OF CONSENT AGENDA *****

***** REGULAR/OPEN AGENDA *****

HH. HUMAN RESOURCES & EQUITY (OPEN)

AA. ACADEMICS (OPEN)

AA-1. Amended Head Start Corrective Action Plan
Approve the Amended Head Start Corrective Action Plan. District-wide.

Executive_Summary.pdf
Amended Corrective Action Plan.pdf

BB. BOARD MEMBERS (OPEN)

BB-1. Next Steps Regarding Position of Chief Auditor
ADDED

Direct the Superintendent of Schools to promptly advertise the Chief Auditor vacancy and place an item on the January 30, 2024, School Board Workshop Agenda to discuss the selection process. (Alhadeff)

Executive Summary (1).pdf
Letter of Resignation.pdf

Employment_Agreement.pdf
Job Description (A-013 Chief Auditor).pdf

CC. CHIEF OF STAFF / OFFICE OF THE SUPERINTENDENT (OPEN)

DD. CHIEF AUDITOR (OPEN)

EE. SAFETY, SECURITY, & EMERGENCY PREPAREDNESS (OPEN)

FF. FINANCIAL MANAGEMENT (OPEN)

FF-1. Capital Fund Amendment # 1 as of December 31, 2023
Approve Capital Fund Amendment #1 changes in revenue and appropriations and a net reduction of $20,829,192 from the unallocated capital reserve, with an ending SMART Reserve of $0 and an ending unallocated capital reserve of $56,700,109. District-wide.

Executive Summary
Capital Fund Amendment #1

GG. GENERAL COUNSEL (OPEN)

II. STUDENT SUPPORT INITIATIVES & RECOVERY (OPEN)

JJ. CAPITAL PROGRAM (OPEN)

JJ-1. Change Order #1 - Indian Trace ES
Approve deductive Change Order #1 in the amount of ($412,000.68) and no days added to the contract duration for Indian Trace Elementary School, Project No. P.001980, District 6.

Executive Summary.pdf
Change Order.pdf
Collaboration Form.pdf

JJ-2. Change Order #1 - South Plantation HS
Approve Change Order #1 in the amount of $76,038 and no days added to the contract duration for South Plantation High School, Project No. P.002090, District 6.

Executive Summary.pdf
Change Order.pdf
Approved COI Log.pdf
Collaboration Form.pdf

JJ-3. Change Order #2 - Nob Hill ES
Approve Change Order #2 in the amount of $8,114.75 and no days added to the contract duration for Nob Hill Elementary School, Project No. P.002112, District 6.

Executive Summary.pdf
Change Order.pdf
Approved COI Log.pdf
Collaboration Form.pdf

JJ-4. Change Order #2 and Additional Funding - North Side ES

Approve Change Order #2 and additional funding in the amount of $5,584 for North Side Elementary School, Project No. P.001992, District 3.

Executive Summary.pdf
Change Order.pdf
Approved COI Log.pdf
Collaboration Form.pdf

JJ-5. Change Order #5 - Silver Trail MS

Approve Change Order #5 granting 156 additional days to the contract duration for Silver Trail Middle School, Project No. P.001406, District 2.

Executive Summary.pdf
Change Order.pdf
Time Impact Analysis (TIA).pdf
Approved COI Log.pdf
Collaboration Form.pdf
JJ-5 Response.pdf

JJ-6. Change Order #6 - C. Robert Markham ES

Approve Change Order #6 in the amount of $10,760.02 and no days added to the contract duration for C. Robert Markham Elementary School, Project No. P.001920, District 7.

Executive Summary.pdf
Change Order.pdf
Approved COI Log.pdf
Collaboration Form.pdf

JJ-7. Change Order #6 and Additional Funding - Central Park ES

Approve Change Order #6 in the amount of $11,423 and no days added to the contract duration and approve additional funding in the amount of $4,539 for Central Park Elementary School, Project No. P.001757, District 6.

Executive Summary.pdf
Change Order.pdf
Approved COI Log.pdf
Collaboration Form.pdf

JJ-8. Change Order #7 - Olsen MS

Approve Change Order #7 in the amount of $39,338 and 61 days added to the contract duration for Olsen Middle School, Project No. P.001955, District 1.

Executive Summary.pdf
Change Order.pdf
Time Impact Analysis (TIA).pdf
Approved COI Log.pdf
Collaboration Form.pdf

JJ-9. Change Order #7 and Additional Funding - South Broward HS

Approve Change Order #7 and additional funding request in the amount of $16,612 and no days added to the contract duration for South Broward High School, Project No. P.001838, District 1.

Executive Summary.pdf
Change Order.pdf
Approved COI Log.pdf
Collaboration Form.pdf

JJ-10. Change Order #9 and Additional Funding - Coral Springs HS

Approve Change Order #9 and additional funding request in the amount of $84,233 and no days added to the contract duration for Coral Springs High School, Project No. P.001765, District 4.

Executive Summary.pdf
Change Order.pdf
Approved COI Log.pdf
Collaboration Form.pdf

JJ-11. Change Order #9 and Additional Funding - Maplewood ES

Approve Change Order #9 and additional funding request in the amount of $44,786 and 817 days added to the contract duration for Maplewood Elementary School, Project No. P.001639, District 4.

Executive Summary.pdf
Change Order.pdf
Time Impact Analysis (TIA).pdf
Approved COI Log.pdf
Collaboration Form.pdf

JJ-12. Change Order #21 - Nova HS

Approve deductive Change Order #21 in the amount of ($626,789) and no days added to the contract duration for Nova High School, Project No. P.001817, District 6.

Executive Summary.pdf
Change Order.pdf
Approved COI Log.pdf
Collaboration Form.pdf

JJ-13. DOP Tax Savings Change Order - Charles W. Flanagan HS

Approve Change Order Item #10 for Direct Owner Purchase tax savings in the amount of ($101,578.56) - Charles W. Flanagan High School, Project No. P.001847, District 2.

Executive Summary.pdf
Tax Savings Credit.pdf
Approved COI Log.pdf
Collaboration Form.pdf
JJ-13 Response.pdf

JJ-14. DOP Tax Savings Change Order - Forest Glen MS
Approve Change Order Item #3 for Direct Owner Purchase tax savings in the amount of ($95,185.01) - Forest Glen Middle School, Project No. P.001865, District 4.

Executive Summary.pdf
Tax Savings Credit.pdf
Approved COI Log.pdf
Collaboration Form.pdf
JJ-14 Response.pdf

JJ-15. DOP Tax Savings Change Order - Horizon ES
Approve Change Order Item #6 for Direct Owner Purchase tax savings in the amount of ($12,160.80) - Horizon Elementary School, Project No. P.002038, District 5.

Executive Summary.pdf
Tax Savings Credit.pdf
Approved COI Log.pdf
Collaboration Form.pdf
JJ-15 Response.pdf

JJ-16. Second Amendment to PSA - Sawgrass ES
Approve the Second Amendment to the Professional Services Agreement with RGD & Associates, Inc. - Sawgrass Elementary School, Project No. P.002127, District 6.

Executive Summary.pdf
Second Amendment.pdf
Collaboration Form.pdf

JJ-17. Third Amendment to PSA - Hollywood Hills ES
Approve the Third Amendment to the Professional Services Agreement with The Tamara Peacock Company Architects of Florida, Inc. - Hollywood Hills Elementary School, Project No. P.001845, District 1.

Executive Summary.pdf
Third Amendment.pdf
Collaboration Form.pdf

JJ-18. Fourth Amendment to PSA - J.P. Taravella HS
Approve the Fourth Amendment to the Professional Services Agreement with Song & Associates, Inc. - J.P. Taravella High School, Project No. P.001942, District 4.

Executive Summary.pdf
Fourth Amendment.pdf
Collaboration Form.pdf

JJ-19. Fifth Amendment to PSA - South Broward HS
Approve the Fifth Amendment to the Professional Services Agreement with LIVS Associates, LLC - South Broward High School, Project No. P.001838, District 1.

Fifth Amendment.pdf
Collaboration Form.pdf

Executive Summary.pdf

JJ-20. Sixth Amendment to PSA - Piper HS
Approve the Sixth Amendment to the Professional Services Agreement with Wolfberg/Alvarez and Partners, Inc. - Piper High School, Project No. P.001744, District 5.

Executive Summary.pdf
Sixth Amendment.pdf
Collaboration Form.pdf

JJ-21. GMP Amendment 1 to the CSA - Deerfield Beach MS
Approve GMP Amendment 1 to the Construction Services Agreement (Construction Manager at Risk) with D. Stephenson Construction, Inc. to establish $4,191,104 as the GMP, and approve the request for additional funding in the amount of $4,334,000 - Deerfield Beach Middle School, Project No. P.002142, District 7.

Executive Summary.pdf
ADEFP.pdf
Prof. Services Consultant Letter.pdf
GMP Amendment 1.pdf
Collaboration Form.pdf

JJ-22. Final Acceptance and Release of Retainage - Deerfield Beach MS
Approve a time extension of 220 days to Substantial Completion, approve a time extension of 6 days between Substantial and Final Completion, and approve the Final Acceptance and Release of Retainage - Deerfield Beach Middle School, Project No. P.002861, District 7.

Executive Summary.pdf
Closeout Documents.pdf
Collaboration Form.pdf

JJ-23. Final Acceptance and Release of Retainage - Dillard 6-12
Approve a time extension of 720 days to Substantial Completion, approve a time extension of 10 days between Substantial and Final Completion, and approve the Final Acceptance and Release of Retainage - Dillard 6-12, Project No. P.002811, District 5.

Executive Summary.pdf
Closeout Documents.pdf
Collaboration Form.pdf

JJ-24. Final Acceptance and Release of Retainage - Marjory Stoneman Douglas HS
Approve a time extension of 8 days to Substantial Completion, approve a time extension of 842 days between Substantial and Final Completion, and approve the Final Acceptance and Release of Retainage - Marjory Stoneman Douglas High School, New Addition to Replace Building 12, Project No. P.002185, District 4.

Executive Summary.pdf
Closeout Documents.pdf

Collaboration Form.pdf

JJ-25. Final Acceptance and Release of Retainage - Welleby ES
Approve a time extension of 66 days to Substantial Completion, approve a time extension of 19 days between Substantial and Final Completion, and approve the Final Acceptance and Release of Retainage - Welleby Elementary School, Project No. P.002114, District 5.

Executive Summary.pdf
Closeout Documents.pdf
Collaboration Form.pdf

JJ-26. Final Acceptance and Release of Retainage - Western HS Covered Walkways
Approve a time extension of 55 days to Substantial Completion and approve the Final Acceptance and Release of Retainage - Western High School, Covered Walkway Addition, Project No. P.002815, District 6.

Executive Summary.pdf
Closeout Documents.pdf
Collaboration Form.pdf

JJ-27. Fifth Amendment to PSA - Margate MS
Approve the Fifth Amendment to the Professional Services Agreement with LIVS Associates, LLC - Margate Middle School, Project No. P.001836, District 7.

Executive Summary.pdf
Fifth Amendment.pdf
Collaboration Form.pdf

LL. COMMUNICATIONS & LEGISLATIVE AFFAIRS (OPEN)

OO. STRATEGY & OPERATIONS (OPEN)

OO-1. Grant Applications - Pre & Post-Submission
Approve the submission of the following grant applications. District-wide.

Executive Summaries.pdf

OO-2. Third Amendment to the MIND Research Institute Agreement
Approve the Third Amendment to the Agreement between The School Board of Broward County, Florida, and the MIND Research Institute. Districts 2 and 5.

Executive Summary.pdf
Agreement.pdf

OO-3. AGR24-230 - Inner Explorer
Approve the Agreement; Contract Term: January 23, 2024 through January 22, 2027, with an option for two additional one-year renewal periods; Award Amount: $594,000 (Year 1: $198,000; Year 2: $198,000; Year 3: $198,000); Awarded Vendor: Inner Explorer, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide.

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Agreement.pdf

OO-4. FY21-213 - Identification and Card Solution
Approve the First Amendment, Renewal, and Additional Spending Authority of the Agreement; Original Contract Term: January 20, 2021 through January 31, 2024; New Contract Term: January 20, 2021 through January 31, 2025, with one additional one-year renewal period remaining; Additional Spending Authority: $100,000; New Total Award Amount: $396,000.; Awarded Vendor: Identisys, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide.

Executive Summary
Financial Analysis Worksheet.pdf
Agreement.pdf
Renewal Letter.pdf
OO-4 Response.pdf

OO-5. FY22-176 - HVAC Filter and Installation Services
Approve the First Renewal and Additional Spending Authority for the Piggyback Agreement; Original Contract Term: October 13, 2021 through February 9, 2024; New Contract Term: October 13, 2021 through February 9, 2025, with one additional one-year renewal period remaining; Additional Spending Authority: $2,336,000; New Total Award Amount: $6,118,000; Awarded Vendor: Bonded Filter Co. LLC d/b/a BFC Solutions; Small/Minority/Women Business: None; District-wide.

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Agreement.pdf
Renewal Letter.pdf
Evaluations-2.pdf

OO-6. ITB-FY21-159 - Playground - Vendors and Installers
Approve the First Renewal and Additional Spending Authority of the Invitation to Bid (ITB); Original Contract Term: April 1, 2021 through March 31, 2024; New Contract Term: April 1, 2021 through March 31, 2025, with one additional one-year renewal period; Additional Spending Authority: $958,000; New Total Award Amount: $5,633,000; Awarded Vendor(s): Eight, See Executive Summary; Small/Minority/Women Business Enterprise Vendor(s): D.W. Recreation Services, Inc.; Industrial Shadeports, Inc.; Leadex Corporation; District-wide.

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Renewal Letters-8.pdf
Evaluations-10.pdf

OO-7. RFQ-FY24-041 - Continuing Contract for Structural Engineering Services
Approve the Agreements for the Request for Qualifications (RFQ); Contract Term: January 23, 2024 through January 22, 2027; Award Amount: $250,000; Awarded Vendor(s); Five, see executive summary; Small/Minority/Women Business

Enterprise Vendor(s): Conemco Engineering, Inc. d/b/a Conemco Consultants; Eastern Engineering Group Company; Lakdas/Yohalem Engineering, Inc.; District-wide.

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Agreements-5.pdf
Award Recommendation.pdf

OO-8. ITB-FY24-032 – On-Site & Virtual Foreign Language Interpretation
Approve the Award of the Invitation to Bid (ITB); Contract Term: January 23, 2024 through December 31, 2026; Total Award Amount: $100,000; Awarded Vendor(s); Twelve, See Executive Summary; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide.

Executive Summary.pdf
Financial Analysis Worksheet
Award Recommendation

OO-9. ITB24-200 - Conex Storage Containers
WITHDRAWN

Approve the Award of the Invitation to Bid (ITB); Contract Term: January 23, 2024, through January 22, 2027, with an option for two additional one-year renewal periods; Award Amount: $2,000,000; Awarded Vendor(s); Tropical Trailer Leasing, LLC; H84 Exports, LLC; Small/Minority/Women Business Enterprise Vendor: H84 Exports, LLC; District-wide.

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Award Recommendation.pdf
Memo to Withdraw.pdf

OO-10. ITB-FY24-214 - Purchase and Repair of New and Used Golf Cart
Approve the Award of the Invitation to Bid (ITB): Contract Term: January 23, 2024 through January 22, 2027; Award Amount: $880,000; Awarded Vendor(s): Advantage Golf Cars SEFL, LLC; Jeffrey-Allen, Inc.; Nasrep, Inc. d/b/a Broward Electric Car & Equipment; Phoenix Golf Car, Inc.; Small Minority/Women Business Enterprise Vendor(s) None; District-wide.

Executive Summary
Financial Analysis Worksheet.pdf
Award Recommendation

OO-11. ITB-24-222 - Construction Equipment Rental
Approve the Award of the Invitation to Bid (ITB); Contract Term: April 1, 2024 through March 31, 2027, with an option for two additional one-year renewal periods; Award Amount: $1,373,000; Awarded Vendor(s): Sunbelt Rentals, Inc.; Gold Coast Crane, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide.

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Award Recommendation.pdf

OO-12. PY24-216 - Furnish/Install Playground Equipment, Outdoor Fitness Equipment

Approve the Piggyback Agreement; Contract Term: January 23, 2024 through August 19, 2025; Award Amount: $1,000,000; Awarded Vendor(s); Awnings Contractors & Designers, Inc.; GameTime; Miracle Recreation Equipment Company; Regal Contractors Inc.; Rep Services Inc.; Shade Systems Inc.; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide.

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Agreements-6.pdf
Notice of Intent
OO-12 Response.pdf

OO-13. RFP-FY24-105 - Employment/Income Verification/Unemployment Compensation

Approve the Award for the Request for Proposal (RFP); Contract Term: January 23, 2024 through September 30, 2026, with an option of two additional one-year renewal periods; Award Amount: $46,835 for the contract term; Awarded Vendor: Corporate Cost Control, Inc. (CCC); Small/Minority/Women Business Enterprise Vendor(s): None; District-wide.

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Agreement.pdf
Award Recommendation.pdf

OO-14. RFQ-FY24-038 - Continuing Contract for Surveying Services

Approve the Agreements for the Request for Qualifications (RFQ); Contract Term: January 23, 2024 through January 22, 2027; Award Amount: $150,000; Awarded Vendor(s); Conemco Engineering, Inc. d/b/a Conemco Consultants; J Bonfill & Associates, Inc.; KCI Technologies, Inc.; Miller Legg & Associates, Inc.; Zeman Consulting Group; Small/Minority/Women Business Enterprise Vendor(s): Conemco Engineering, Inc. d/b/a Conemco Consultants; Zeman Consulting Group; District-wide.

Executive Summary.pdf
Financial Analysis Worksheet.pdf
Agreements-5_ONLINE.pdf
Award Recommendation.pdf

OO-15. FY22-099 - Evolution Lab Suite 360 - Behavior Intervention Curriculum ADDED

Approve the Agreement; Contract Term: February 1, 2024, through January 31, 2027; Award Amount: $785,169; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide.

Executive Summary
Financial Analysis Worksheet.pdf
Agreement.pdf

OO-16. ITB-FY24-256 - Visitor and Volunteer Management System
ADDED

Approve the Award of Invitation to Bid (ITB); Contract Term: January 23, 2024 through February 8, 2027, with an option for two additional one-year renewal periods; Award Amount: $1,289,850; Awarded Vendor: Raptor Technologies LLC ; Small/Minority/Women Business Enterprise: None; District-wide.

Executive Summary
Financial Analysis Worksheet.pdf
Award Recommendation

PP. POLICIES (OPEN)

PP-1. School Board Policy 3330: Supplier Diversity Outreach Program
Adopt the revisions to Policy 3330: Supplier Diversity Outreach Program. District-wide.

Executive Summary.pdf
Policy 3330 Clean.pdf
Policy 3330 Redline.pdf

PP-2. School Board Policy 6830: Wellness
Approve amendments to Policy 5314 Wellness, replaced by Policy 6830 Wellness. District-wide

Executive Summary
Policy 6830 Clean
Policy 6830 Redline

RR. RESOLUTIONS (OPEN)

RR-1. Resolution 24-107 in Support of Magnet Schools of America Month, Feb. 2024
Approve Resolution 24-107 in Support of Magnet Schools of America Month, February 2024. District-wide

Executive Summary.pdf
Resolution 24-107.pdf
RR-1 Response.pdf

SS. SCHOOLS (LEARNING COMMUNITIES) (OPEN)

TT. INFORMATION TECHNOLOGY (OPEN)

<u>SPEAKERS</u> - 5:00 p.m. (Public Speakers for the Regular School Board Meeting will be heard at 5 p.m. or immediately following the meeting, whichever is earliest.) - The first five (5) speakers

who register to speak will be added to the agenda. For persons who have not registered to speak at least five (5) calendar days in advance or in the event that more than five (5) speakers register to speak, these names shall be placed on a waiting list.

BOARD MEMBER DISCUSSION(S)

ATTORNEY CLIENT SESSION(S) - 12:45 P.M.

The General Counsel's Office has requested attorney-client sessions for this School Board meeting. The private sessions have been scheduled for 12:45 p.m. to discuss settlement negotiations and/or strategy relative to the following pending litigation:

First Session: Renaissance Charter School, Inc. vs. The School Board of Broward County, Florida, Case No. CACE-23-019400 (25), pending before the 17th Judicial Circuit in and for Broward County, Florida. The following persons will attend this attorney-client session: School Board Members: Lori Alhadeff, Chair; Debra Hixon, Vice Chair; Torey Alston; Brenda Fam, Esq.; Daniel P. Foganholi; Dr. Jeff Holness; Sarah Leonardi; Nora Rupert; Dr. Allen Zeman; Dr. Peter B. Licata, Superintendent of Schools; Francisco O. Sanchez, Esq.; Robert Galbo, Esq.; and Marylin C. Batista, Esq., B.C.S.

Second Session: Panacea Prep Charter School, Inc., and Eagles' Nest Community Charter Schools, Inc. vs. The School Board of Broward County, Florida, Case No. CACE 23-019815 (21) pending before the 17th Judicial Circuit in and for Broward County, Florida. The following persons will attend this attorney-client session: School Board Members: Lori Alhadeff, Chair; Debra Hixon, Vice Chair; Torey Alston; Brenda Fam, Esq.; Daniel P. Foganholi; Dr. Jeff Holness; Sarah Leonardi; Nora Rupert; Dr. Allen Zeman; Dr. Peter B. Licata, Superintendent of Schools; Francisco O. Sanchez, Esq.; Robert Galbo, Esq.; and Marylin C. Batista, Esq., B.C.S.

Third Session - **ADDED**: OHL Building, Inc., n/k/a OHLA Building, Inc. vs. The School Board of Broward County, Florida; and the School Board of Broward County, Florida vs. Zyscovich, LLC; Case No. CACE-22-008804 (02). The following persons will attend this attorney-client session: School Board Members: Lori Alhadeff, Chair; Debra Hixon, Vice Chair; Torey Alston; Brenda Fam, Esq.; Daniel P. Foganholi; Dr. Jeff Holness; Sarah Leonardi; Nora Rupert; Dr. Allen Zeman; Dr. Peter B. Licata, Superintendent of Schools; Oscar E. Soto, Esq.; Thomas C. Cooney, Esq.; and Marylin C. Batista, Esq., B.C.S.

ADJOURNMENT

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or email eeo@browardschools.com.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or email eeo@browardschools.com.

Language Interpretation/Translation Services are available for the public upon request to the

Bilingual/ESOL Department by emailing ESOLRequests@browardschools.com.

Any person who decides to appeal any decision made at a meeting(s) announced by this Notice with respect to any matter considered at such meeting(s) will need a record of the proceedings and for such purpose may need that a verbatim record of the proceeding is made, which records testimony and evidence upon which the appeal is to be based.

Telephone conferencing or other telecommunications technology may be used in conducting this public meeting to permit absent Board Members to participate in discussions, to be heard by other School Board Members and the public, and to hear discussions taking place during the meeting.

Notice is hereby given that two or more Board Members of The School Board of Broward County, Florida, may be participating.

Status:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	
DEPARTMENT:	

Agenda Item Number:	
Consent or Open Item:	Minutes
Special Order:	NO
Time for Special Order:	

TITLE: **Minutes**

REQUESTED ACTION:

November 8, 2023 - Regular School Board Meeting
November 14, 2023 - Annual Organizational Meeting
December 12, 2023 - Special - Expulsions
December 12, 2023 - Regular School Board Meeting (ADDED)

RATIONALE:

EXHIBITS:

FINANCIAL IMPACT:

STRATEGIC PLAN ALIGNMENT:
Student Focus Outcomes

OR **Business Operations**

BOARD ACTION:
(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Phone:
Name:	Phone:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Signature

Electronic Signature
Form $4189 Revised 7/23
PBL/VSW

Approved in Open Board Meeting On: _____

By: _____
School Board Chair

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT

November 8, 2023
Tuesday, 8:45 a.m.

MINUTES OF REGULAR MEETING

The School Board of Broward County, Florida, met in special session at 8:47 a.m. in the Board Room of the Kathleen C. Wright Administrative Center, 600 Southeast Third Avenue, Fort Lauderdale, Florida. Present were: School Board Members Lori Alhadeff, Chair; Debra Hixon, Vice Chair; Torey Alston, Brenda Fam, Esq. (telephonically); Daniel Foganholi; Dr. Jeff Holness; Sarah Leonardi (telephonically); Nora Rupert; Dr. Allen Zeman; Dr. Peter B. Licata, Superintendent of Schools; and Marylin Batista, General Counsel.

Call to Order The Chair called the meeting to order. Mrs. Rupert introduced the Presentation of Colors by the Blanche Ely High School Army JROTC Tiger Battalion. Aijalon Roberson performed the National Anthem. Students from Liberty Elementary School (via video conference) led the Pledge of Allegiance to the Flag of the United States of America followed by a song. The Ely Tigers Drumline also performed.

Moments of Silence were held for a 9th grade student from Western High School; Brandon Madison, a 12th grade student at Miramar High School; and Mr. Carlton Campbell, principal at Gulfstream Academy K-8 of Hallandale Beach.

Minutes for Approval Motion was made by Mrs. Rupert, seconded by Mrs. Hixon and carried, to approve the official Minutes for the following Board Meetings: (9-0 vote)
•July 18, 2023 - Regular School Board Meeting
•July 25, 2023 - Special School Board Meeting
•July 25, 2023 - Special School Board Meeting
•July 25, 2023 - Special School Board Meeting
•August 1, 2023 - Public Hearing - Budget
•August 8, 2023 - Regular School Board Meeting
•August 29, 2023 - Special School Board Meeting
•September 5, 2023 - Special School Board Meeting
•September 5, 2023 - Special School Board Meeting
•September 12, 2023 - Regular School Board Meeting
•October 17, 2023 - Special - Expulsions

Added/Changed Items: The Superintendent requested that the Board permit the following changes to the Agenda:
•Added: HH-1, CC-2, OO-16, OO-17
•Added Speakers: Laura Ashley, Rachel Mazor, Glen Cook, Sandra Nunez
•Added Minutes: August 29, 2023 - SSBM; September 5, 2023 – SSBM; September 5, 2023 – DEFP; September 12, 2023 – RSBM
•Added Sessions: Attorney Client and Closed Door
•Revised: H-3

The Chair approved and accepted the proposed changes after being determined that good cause had been established for said changes.

Close Agenda Upon motion by Dr. Zeman, seconded by Mrs. Rupert and carried, the Agenda was approved and declared closed. (9-0 vote)

Committee Reports (9:30 a.m. or immediately following the H-3 Item)
The following reports were presented:
•Audit Committee - Nathalie Lynch Walsh, Chair
•Broward County Association of Student Councils and Student Advisor to the Board – Bihanca Jusme, Alternate Student Advisor
•Broward County Council PTAs/PTSAs - Report submitted to the Board
•District Advisory Council - Nathalie Lynch Walsh, Chair
•Diversity Committee - Narnike Pierre-Grant, Chair
•Employee Unions/Groups – Lisa Yurkin, Jim Silvernale, and Willie Bailey (FOPE); Ana Fusco, President (BTU)
•ESE Advisory Council – Jacqui Luscombe, Chair
•Facilities Task Force – Nathalie Lynch Walsh, Chair
•Human Relations Committee - Nancy Fry, Interim Chair
•Parent Community Involvement Task Force - Mary Fertig, Chair
•Technology Advisory Committee – Linda Ferrara, Chair

These reports may be viewed in their entirety at: http://www.browardschools.com/meetingagendas (Click on School Board Meeting November 8, 2023.)

Speakers
1. Laura Ashley
2. Rachel M.
3. Douglas Green
4. Michael Rainer
5. Chris Nelson

Superintendent Report – Superintendent Licata attended the groundbreaking ceremony at Rickards Middle School, and stated it was a great opportunity for all to celebrate. Dr. Licata attended the Soul Bowl that he deemed as one of the best events and stated it was a phenomenal celebration. He thanked and acknowledged Mary Mulder, Executive Director of Food And Nutrition Services and the food service staff for their great work. There was a State detailed audit, and the District did not receive one finding or room for improvement and every group was recognized for an excellent job. He thanked Mr. David Azzarito, Chief People Officer and his staff as individuals were returning to Broward to work from other districts. The District had a classroom vacancy rate around one percent (1%). Dr. Licata commented on the loss of several staff members and students who were listed on the agenda.

In Memoriam

Johnnie Badger	Campus Monitor Pembroke Pines Elementary	Born: Deceased:	June 19, 1973 September 21, 2023
Theresa Bennis	Teacher – Autism Cluster Everglades Elementary	Born: Deceased:	April 23, 1965 September 29, 2023
Thajuana Brown	Food Service General Worker Dania Elementary	Born: Deceased:	December 16, 1961 October 4, 2023
Carlton Campbell	Principal Gulfstream K-8 Academy	Born: Deceased:	July 5, 1965 October 25, 2023
Juan Collazos	Micro-Computer Tech. Spec. Stephen Foster Elementary	Born: Deceased:	January 30, 1966 September 15, 2023
Gregory Furlan	Facilities Serviceperson Oakridge Elementary	Born: Deceased:	August 2, 1997 September 20, 2023
Frank Green	Warehouse Truck Driver Materials Logistics	Born: Deceased:	March 14, 1968 August 21, 2023
Sarah Harden	Food Service General Worker Piper High	Born: Deceased:	March 2, 1954 July 5, 2023
Michael Jones	Head Facilities Serviceperson Park Springs Elementary	Born: Deceased:	July 28, 1969 August 25, 2023
Claudine Larrieux	Teacher – Autism Cluster Parkside Elementary	Born: Deceased:	October 30, 1978 September 24, 2023
Tenise McCray	Assistant Principal Winston Park Elementary	Born: Deceased:	May 21, 1981 September 23, 2023
Ralph McQuade	Bus Driver North Transportation Terminal	Born: Deceased:	October 6, 1955 August 3, 2023
Carmello Moussignac	Program Manager, Recovery Student Support Initiatives & Recovery	Born: Deceased:	October 27, 1976 September 21, 2023
Gustavo Munoz	Asst. Head Facilities Serviceperson Davie Elementary	Born: Deceased:	September 19, 1959 July 25, 2023
William Murphy	Behavioral Tech Monarch High	Born: Deceased:	August 23, 1961 September 26, 2023
Michael Plante	Teacher – Social Sciences Plantation Middle	Born: Deceased	March 12, 1980 October 5, 2023
Wendy Taylor	Teacher – Grade 1 Fairway Elementary	Born: Deceased:	September 3, 1959 July 7, 2023
Beverly Thompson	Community Liaison Title 1, Migrant & Special Programs	Born: Deceased:	June 27, 1961 August 13, 2023
Jennifer Schutt	Teacher – Kindergarten Deerfield Beach Elementary	Born: Deceased:	September 11, 1972 October 12, 2023
Roy Zicca	Bus Operator Central West Terminal	Born: Deceased:	May 15, 1943 October 12, 2023

Consent Agenda Following identification of those items Board Members and members of the public indicated they would like considered separately, motion was made by Dr. Zeman, seconded by Mrs. Hixon, and carried, to approve the Consent Agenda for the remaining items **(identified by *)**. (9-0 vote)

Mr. Foganholi commended Superintendent Licata and staff regarding follow-ups from the Board. The Chair asked that the follow-up inquiries and responses to be attached to the agenda item and posted to the web for the public. Dr. Licata thanked the Board and reiterated that the Board Meetings are designed to debate the agenda items, not to learn about them.

ITEMS

Consent agenda items will be noted by a single letter, and open agenda items will be noted by double letters in accordance with Policy 1100A.

H. HUMAN RESOURCES & EQUITY (CONSENT)

***H-1. Instructional Appointments and Leaves 2023-2024 (Approved)**

Approved the instructional appointments, substitute teachers and instructional leaves of absence as listed on the attached lists respectively. All recommendations are made with the understanding that these individuals will comply with regulations/policies as set forth by The Florida Department of Education and The School Board of Broward County, Florida. District-wide.

H-2. Instructional Separation of Employment or Discipline 2023-2024 (Approved)

Motion was made by Mrs. Rupert, seconded by Mr. Foganholi and carried, to approve instructional separations of employment or termination/discipline as listed on the attached lists respectively. All recommendations are made with the understanding that these individuals will comply with the regulations/policies as set forth by The Florida Department of Education and The School Board of Broward County, Florida. District-wide. (9-0 vote)

The Chair received public comment.

The Board made brief comments to thank and congratulate the retirees for their service to the District; and an inquiry regarding some of the discipline that was rendered with no details.

A vote was taken on this item.

H-3. Non-Instructional Appointments and Leaves 2023-2024 (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve non-instructional appointments and non-instructional leaves of absence as listed on the attached lists respectively. District-wide. (9-0 vote)

The Chair received public comments.

Board discussion included, but was not limited to, an inquiry regarding the salary for the Grant Administration Specialist position; multiple job salaries starting at $59,000 requiring a high school diploma and the requirement for teachers was more; and requested a workshop explaining how an employee can obtain an increase in pay and not being equitable.

A vote was taken on this item.

Following a vote on this item, newly appointed personnel were recognized and congratulated by the Board.

H-4. Non-Instructional Separation of Employment or Discipline 2023-2024 (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve non-instructional separations of employment or termination/discipline as listed on the attached lists respectively. District-wide. (9-0 vote)

A brief comment was made regarding the probationary period of an employee.

A vote was taken on this item.

H-5. Supplemental Pay Position 4 (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve supplemental pay positions for the 2023-2024 school/fiscal year as listed on the attached lists respectively. District-wide. (9-0 vote)

An inquiry was made regarding the Recognition Program in which staff explained the fluctuation amounts.

A vote was taken on this item.

A. ACADEMICS (CONSENT)

A-1. Head Start/Early Head Start Reports (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve Head Start/Early Head Start Annual Report 2022-2023, Head Start/Early Head Start Readiness Goal Report 2022-2023, Head Start/Early Head Start Self-Assessment & Improvement Plan for 2022-2023, and Program Goals & Objectives for 2023-2024. District-wide. (9-0 vote)

A brief comment was made regarding the number of students in the Head Start program that have asthma, health conditions housed in classrooms that have facility concerns. Superintendent Licata to ensure classrooms are amenable to all students; and the need for a transition period from the early Head Start program to a Broward County Public School.

A vote was taken on this item.

***A-2. Agreements with Grand Canyon University and Walden University (Approved)**

Approved the agreements with Grand Canyon University and Walden University to engage in a cooperative program for the field placement of selected students. District-wide.

B. BOARD MEMBERS (CONSENT)

B-1. Proclamation Supporting National Injury Prevention Day (November 18, 2023) SPECIAL ORDER - 12:00 P.M. (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to accept Proclamation Supporting National Injury Prevention Day (November 18, 2023). (Hixon) (9-0 vote)

The Chair received public comments.

A brief comment was made informing the community of different resources available regarding safety, keeping students safe at school and at home.

A vote was taken on this item.

C. CHIEF OF STAFF / OFFICE OF THE SUPERINTENDENT (CONSENT)

C-1. Superintendent Appraisal System (Approved as Amended)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert to mutually agree on the Superintendent Appraisal System (District-wide). **This motion was superseded by Motions to Amend (pages 7-9)**. (9-0 vote)

The Board discussed the appraisal system as follows:

Motion to Amend (Carried)
Motion was made by Dr. Holness, seconded by Mrs. Hixon and carried, to change the verbiage on the Superintendent Appraisal System (SAS), page 7, Performance Factors, under Professional Responsibilities, second item, to read as follows: When faced with ethical decisions **will** adhere to all School Board Policies and procedures. Mr. Alston voted no. (8-1 vote)

A vote was taken on the Motion to Amend.

Second Motion to Amend (No Vote Taken)
Motion was made by Dr. Holness, seconded by Mr. Foganholi to add an Objective 5 - To reduce the number of Ds and F schools in Broward County Public Schools. (No Vote Taken)

Rubric:

1 Ds or F Schools	2-3 Ds or F Schools	4-5 Ds or F Schools	5 or more Ds or F Schools
Rating of 4	Rating of 3	Rating of 2	Rating of 1

Board discussion included, but was not limited to, an objective to focus on the schools that are not doing well; changing numbers to make it a reasonable goal; the need to have strategic zone conversations; and discussion on the adjustment of the rubric.

Second Motion to Amend (Carried)
Motion was made by Dr. Holness, seconded by Dr. Zeman, and carried, to add an **Objective 5 - To reduce the number of Ds and F schools in Broward County Public Schools**. Mr. Alston voted no. (8-1 vote)

Rubric:

3 Ds or F Schools	4-5 Ds or F Schools	6-7 Ds or F Schools	8 or more Ds or F Schools
Rating of 4	Rating of 3	Rating of 2	Rating of 1

The discussion continued about reaching an obtainable goal; and an inquiry was made regarding adjusting the objective for next year, if needed.

A vote was taken on the Second Motion to Amend.

A comment was made regarding the start of the legislative session; and a suggestion was made to have a plan of action before the session starts to request funding for a District School Police force by December 15, 2023.

Third Motion to Amend (Carried)
Motion was made by Mrs. Alhadeff, seconded by Mrs. Rupert and carried, to change the date on page 11 in Objective 2 – Safety:
"By **December 15, 2023**, develop and present a school police force implementation plan…" (9-0 vote)

A brief comment was made about the importance of having a legislative plan; and Superintendent Licata would be working collaboratively with the lobbyists.

A vote was taken on the Third Motion to Amend.

A suggestion was made to revise the Strategic Leadership component language on page 4, "Demonstrate a clear vision for academic excellence and projects a positive image for the District."

Fourth Motion to Amend (Carried)
Motion was made by Dr. Zeman, seconded by Dr. Holness and carried, to strike the language on the Superintendent Appraisal System (SAS), page 4, Performance Factors, under Strategic Leadership, second box, to read as follows:
Create District action plans for academic excellence, safety and security, and mental health. (9-0 vote)

A vote was taken on the Fourth Motion to Amend.

Fifth Motion to Amend (Carried)
Motion was made by Dr. Zeman, seconded by Mr. Foganholi and carried, to add language to the Superintendent Appraisal System (SAS), page 5, Performance Factors, under Communication, third box, to read as follows:
"Keeps Board **and all staff** informed on issues, needs, and operation…"
(9-0 vote)

A vote was taken on the Fifth Motion to Amend.

A comment was made to revise the objective under Employee Management, page 6, "Designs and oversees the development of leaders, directors and executive directors."

Sixth Motion to Amend (Failed)
Motion was made by Dr. Zeman, seconded by Dr. Holness, to strike the fourth box in the Superintendent Appraisal System (SAS), page 6, Performance Factors, under Employee Management, to read as follows:
Create and oversee the leader development system. Publish promotion precepts and annual professional development standards for all leaders (principal positions and all positions at higher pay bands.) Mrs. Leonardi was absent for the vote. Mrs. Alhadeff, Mrs. Fam, Mrs. Hixon, Dr. Holness, and Mrs. Rupert voted no. (3-5 vote)

A comment was made regarding the need to make the objective clear with professional development; and there were concerns with cost.

A vote was taken on the Sixth Motion to Amend.

A comment was made referring to a technical correction on page 10, Objective 1-Capital/Facilities; and having no scope indicated.

Sixth Motion to Amend (No Vote Taken)
Motion was made by Dr. Zeman, seconded by Mr. Alston to revise the language to the Superintendent Appraisal System (SAS), page 10, Objectives, Objective 1 –Capita1/Facilities, to read as follows:
Complete the financial closeout of at least 30 Capital projects over $1 million in scope by September 30, 2024. (No Vote Taken)

Board discussion was held concerning the removal of "and/or SMART projects."

Sixth Motion to Amend (Carried)
Motion was made by Mrs. Hixon, seconded by Dr. Zeman and carried, to revise the language to the Superintendent Appraisal System (SAS), page 10, Objectives, Objective 1 –Capita1/Facilities, to read as follows:
There will be substantial completion for at least 30 Capital and/or SMART projects **over $1 million in scope** by September 30, 2024. (9-0 vote)

A vote was taken on the Sixth Motion to Amend.

A vote was taken on this item as amended.

E. SAFETY, SECURITY, & EMERGENCY PREPAREDNESS (CONSENT)

F. FINANCIAL MANAGEMENT (CONSENT)

***F-1. Surplus of Tangible Personal Property (Approved)**
Approved the Surplus of Tangible Personal Property for the Period Ended July 31, 2023. District-wide.

***F-2. Interim Financial Statements For The Period Ended July 31, 2023 (Approved)**
Approved the Interim Financial Statements for the Period Ended July 31, 2023. District-wide.

F-3. Interim Financial Statements For The Period Ended August 31, 2023 (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Interim Financial Statements for the Period Ended August 31, 2023. District-wide. (9-0 vote)

A brief comment was made regarding the low level of Fund balance for August 2023 at 4.24% compared to August 2022 which was at 5.83%.

A vote was taken on this item.

(Following a vote on this item, the meeting recessed for the Attorney-Client and Closed-Door sessions.)

G. GENERAL COUNSEL (CONSENT)

***G-1. SBBC vs. Sabrina Smith - Extension of Time to File Exceptions (Approved)**
Approved the grant (Second) Joint Motion for Extension of Time to File Exceptions to the Recommended Order for an additional seven days in the matter of Broward County School Board vs. Sabrina Smith, DOAH Case No. 22-2647. Both parties are in agreement that additional time is needed. There is no detriment to The School Board in granting this extension.

I. STUDENT SUPPORT INITIATIVES & RECOVERY (CONSENT)

J. CAPITAL PROGRAMS (CONSENT)

***J-1. Grant of Utility Easement at Western Edge of North Fork ES (Approved)**
Approved the granted Drainage Improvement Easement to the City of Fort Lauderdale Public Works Department at the School Board property located at 101 Northeast 15th Avenue, Fort Lauderdale, Florida 33311 - North Fork Elementary School. District 5.

J-2. Reciprocal Use Agreement with City of Weston (Approved as Amended)
POSTPONED FROM 10/17/23, RSBM
SPECIAL ORDER - 11:00 A.M.

Motion was made by Dr. Zeman, seconded by Mrs. Rupert, to approve the Reciprocal Use Agreement between The School Board of Broward County, Florida (SBBC) and the City of Weston (City). District 6. **This motion was superseded by a Motion to Amend**. (9-0 vote)

The Chair received public comments.

Board discussion included, but was not limited to, encouraged the City of Weston and other cities in Broward County to develop a city-wide reciprocal use agreement that would include a number of schools to support the entire community; the principal of Tequesta Trace Middle School not having any objections to the pickle ball court; and Mayor Peggy Brown and the Commissioners of Weston were thanked for their support in developing the agreement and ongoing support of Broward Schools.

Motion to Amend (Carried)
Motion was made by Mrs. Hixon, seconded by Mrs. Rupert and carried, to change the start date of the agreement from October 17, 2023 to **November 11, 2023**. (9-0 vote)

A vote was taken on the Motion to Amend.

A vote was taken on the item as amended**.**

L. COMMUNICATIONS & LEGISLATIVE AFFAIRS (CONSENT)

O. STRATEGY & OPERATIONS (CONSENT)

***O-1. SDOP Summary of Progress August 1, 2023 - September 30, 2023 (Received)**

Received SDOP Summary of Progress for the August 1, 2023 – September 30, 2023 Reporting Period. District-wide.

***O-2. Pre-Qualification of Contractors - Superintendent's Recommendation (Approved)**

Approved State statutes, regulations, and School Board policy allow contractors who wish to pursue work with the District the opportunity to pre-qualify; These requirements mandate that a contractor is pre-qualified at the time of the Bid opening and that the School Board acts on a pre-qualification application within sixty days; State regulations and School Board policy require that the School Board act on appeals within thirty days; District-wide.

***O-3. RFP-FY20-151 - School Pictures (Excludes Senior Portraits) (Approved)**

Approved the Second Amendment and Renewal of the Request for Proposal (RFP); Original Contract Term: October 20, 2020 through December 31, 2023; New Contract Term: January 1, 2024 through December 31, 2024; Award Amount: None; Awarded Vendor(s): Nine, See Executive Summary; Small/Minority/Women Business Enterprise Vendor(s): Two, See Executive Summary; District-wide.

O-4. RFP-FY20-152 - Class Rings (Approved)

Motion was made by Mr. Alston, seconded by Mrs. Rupert and carried, to approve the Second Amendment and Renewal of the Request for Proposal (RFP); Original Contract Term: January 1, 2020 through December 31, 2023; New Contract Term: January 1, 2024 through December 31, 2024; Award Amount: None; Awarded Vendor: Jostens, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide. Mrs. Fam voted no. (8-1 vote)

The Chair received public comments.

No discussion was held, and a vote was taken on this item.

(Following a Motion to Table for Agenda Item O-5, Item O-4 was brought back for discussion through a Motion to Reconsider by Dr. Zeman, seconded by Mrs. Rupert.)

A comment was made concerning the language in the solicitation stating the invitation was open to other vendors; and the need for the schools to have choice.

<u>Motion to Amend</u> (No Vote Taken)
Motion was made by Dr. Zeman, seconded by Mrs. Hixon that Broward County School Board move as rapidly as possible to add choice for class rings, cap and gowns, and yearbooks. (No Vote Taken)

Discussion continued regarding the District not going out for bid; the impact on the students receiving the class rings and yearbooks if the motion was passed; and keeping the current firm, subject to the fastest solicitation to give students a second choice. The motion giving direction beyond the topic of class rings; General Counsel stated the safest route was to amend the motion to only class rings to be germane to the item; and the previous motion was amended to have choice for class rings.

<u>Motion to Amend</u> (Failed)
Motion was made by Dr. Zeman, seconded by Mrs. Hixon that the staff providing choice as rapidly as possible. Mrs. Alhadeff, Mr. Alston, Mrs. Fam, Mr. Foganholi, Dr. Holness, Mrs. Leonardi, and Mrs. Rupert voted no. (2-7 vote)

A vote was taken on the Motion to Amend.

A vote was taken on this item.

O-5. RFP-FY20-151 - Termination - School Pictures (Excludes Senior Portraits) (Approved)

Motion was made by Mrs. Rupert, seconded by Mr. Foganholi and carried, to approve the termination without cause of the contract with Chad Bookman d/b/a Smile Time Photography; Original Contract Term: October 20, 2020 through December 31, 2023; Award Amount: None; Awarded Vendor(s): Chad Bookman d/b/a Smile Time Photography; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide. (9-0 vote)

This item was discussed expressing concern of the multiple year oversight of the purchasing agent missing the indicator that the vendor was an employee of the district; an inquiry of the range of years of the oversight, and when the purchasing agent left the District.

Motion to Table (Carried)
Motion was made by Mrs. Rupert, seconded by Dr. Holness and carried, to table Agenda item O-5 until 4:30 p.m. (9-0 vote)

(Following Agenda Item OO-17, Agenda Item O-5 was bought back for discussion through a motion by Mr. Foganholi, seconded by Mrs. Hixon.)

Discussion included, but was not limited to, the date of separation of the purchasing agent; a suggestion was made for staff to include in the procurement onboarding process an acknowledgment that they are an employee of the district; discussed the memo disseminated from legal counsel regarding the Ethic Rules that apply to the employees of the district which would be a conflict of interest to conduct business with your own agency and the need for transparency and accountability; and a suggestion to notify the principals via a memo reiterating the rules of internal checks and balances.

A vote was taken on this item.

***O-6. RFP-FY24-045 - 403(b)/457(b) Program for School Board Employees (Approved)**

Approved the Agreements for the Request for Proposal (RFP) as noted above; Initial Contract Term: January 1, 2024 through December 31, 2026; Award Amount: None; Awarded Vendor(s): Equitable Financial Life Insurance Company; The Variable Annuity Life Insurance Company d/b/a Corebridge Financial; Life Insurance Company of the Southwest d/b/a National Life Group; Suncoast Credit Union; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide.

O-7. ITB24-232 - School Reviews and Reputation Management (Approved)

Motion was made by Mrs. Rupert, seconded by Mr. Foganholi and carried, to approve the Reject All Bids received for Invitation To Bid (ITB); Awarded Vendor(s): None; Small/Minority/Women Business Enterprise Vendor(s): None. (9-0 vote)

A brief comment was made in support of the rejection of all bids; and to include enrollment in addition to website visits as part of the school's profile showcasing.

A vote was taken on this item.

S. SCHOOLS (LEARNING COMMUNITIES) (CONSENT)

S-1. Agreement with Tamarac Rehabilitation and Health Center, Inc. (Approved)

Motion was made by Mrs. Rupert, seconded by Dr. Zeman and carried, to approve the New agreement between SBBC and Tamarac Rehabilitation and Health Center, Inc. The term of this agreement is November 8, 2023 through September 30, 2026 with the opportunity to be extended for two additional one-year periods. District-wide. (9-0 vote)

A comment was made pertaining to Agenda Items S-1 and S-2. These programs offered students a great opportunity for internship for 750 students through health science programs at no cost to Broward County Public Schools (BCPS); and congratulations were given to the staff for organizing and sustaining the partnership.

A vote was taken on this item.

S-2. Agreement with South Broward Hospital District d/b/a MHS (Approved)

Motion was made by Mrs. Hixon, seconded by Mrs. Rupert and carried, to approve the New agreement between SBBC and South Broward Hospital District d/b/a Memorial Healthcare System (MHS). The term of this agreement is November 8, 2023 and concluding on November 30, 2026 with the opportunity to extend for two (2) additional one-year periods. District-wide. (9-0 vote)

No discussion was held, and a vote was taken on this item.

T. INFORMATION TECHNOLOGY (CONSENT)

***** END OF CONSENT AGENDA *****

***** REGULAR/OPEN AGENDA *****

HH. HUMAN RESOURCES & EQUITY (OPEN)

HH-1. 2023-24 Superintendent's Organizational Chart Job Descriptions (Approved as Amended)

Motion was made by Mrs. Rupert, seconded by Mrs. Hixon to approve the Proposed New Job Description identified through changes to the 2023- 2024 Superintendent's Organizational Chart. District-wide. **This motion was superseded by a Motion to Amend.** Mr. Alston voted no. (8-1 vote)

Board discussion included, but was not limited to, compliments to the staff for getting this accomplished and the cost savings to have more money for the teachers; the Chief Strategy & Innovation Officer individual would be a member of the Executive Cabinet; and an inquiry was made if the person would be able to speak directly with the Board.

Motion to Amend (Carried)
Motion was made by Dr. Zeman, seconded by Mr. Alston and carried, to add language to the Chief Strategy & Innovation Officer job description under Essential Performance Responsibilities section bullet point #1, to read as follows:
• Work directly with the Superintendent, community, elected officials, **including School Board Members**, municipalities, parents, and students on the oversight of right-sizing the District from maximum operational efficiency. (9-0 vote)

A vote was taken on the Motion to Amend.

A vote was taken on this item as amended.

AA. ACADEMICS (OPEN)

AA-1. Head Start Corrective Action Plan (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Head Start Corrective Action Plan. Mrs. Fam voted no. (8-1 vote)

Agenda Items AA-1, BB-1 through BB-5, DD-1, DD-3, DD-4, and JJ-1 were moved concurrently.

No discussion was held, and a vote was taken on these items.

BB. BOARD MEMBERS (OPEN)

BB-1. Board Member Daniel Foganholi to attend FSBA 78th Annual Joint Conf. (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve that School Board member Daniel Foganholi's travel to attend the FSBA 78th Annual Joint Conference is for official School Board business and that it complies with the rules of the State Board of Education. (Foganholi)
Mrs. Fam voted no. (8-1 vote)

Agenda Items AA-1, BB-1 through BB-5, DD-1, DD-3, DD-4, and JJ-1 were moved concurrently.

No discussion was held, and a vote was taken on these items.

BB-2. Board Member Nora Rupert to attend FSBA/FADSS Annual Conference (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve School Board Member Nora Rupert's travel to attend the FSBA/FADSS 78th Joint Annual Conference from November 27 to December 1, 2023 for official School Board business that complies with the rules of the State Board of Education. (Rupert) Mrs. Fam voted no. (8-1 vote)

Agenda Items AA-1, BB-1 through BB-5, DD-1, DD-3, DD-4, and JJ-1 were moved concurrently.

No discussion was held, and a vote was taken on these items.

BB-3. Board Member Torey Alston to attend FSBA/FADSS 78th Annual Conference (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve School Board member Torey Alston's travel to attend FSBA 78th Joint Annual Conference from November 28, 2023 to December 1, 2023 for official School Board business and that it complies with the rules of the State Board of Education. (Alston) Mrs. Fam voted no. (8-1 vote)

Agenda Items AA-1, BB-1 through BB-5, DD-1, DD-3, DD-4, and JJ-1 were moved concurrently.

No discussion was held, and a vote was taken on these items.

BB-4. Board Member Dr. Allen Zeman's travel to attend FSBA 78th Joint Annual Conference (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve School Board member Dr. Allen Zeman's travel to attend FSBA 78th Joint Annual Conference from November 28th, 2023 - December 1, 2023 for official School Board business and that it complies with the rules of the State Board of Education. (Zeman) Mrs. Fam voted no. (8-1 vote)

Agenda Items AA-1, BB-1 through BB-5, DD-1, DD-3, DD-4, and JJ-1 were moved concurrently.

No discussion was held, and a vote was taken on these items.

BB-5. Board Member Debra Hixon to attend the 78th Annual Joint Conference of FSBA/FADSS (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve Board Member Debra Hixon's travel arrangements to attend the 78th Annual Joint Conference of FSBA/FADSS in Tampa, FL from November 28, 2023 through December 1, 2023 for official school board business, which complies with the rules of the State Board of Education. (Hixon) Mrs. Fam voted no. (8-1 vote)

Agenda Items AA-1, BB-1 through BB-5, DD-1, DD-3, DD-4, and JJ-1 were moved concurrently.

No discussion was held, and a vote was taken on these items.

CC. CHIEF OF STAFF / OFFICE OF THE SUPERINTENDENT (OPEN)

CC-1. Settlement Agreement with Michael Braeseke and Final Order POSTPONED FROM 10/17/23, RSBM (Approved as Amended)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert to approve the Settlement Agreement between The Broward County School Board ("School Board") and Michael Braeseke ("Braeseke") and adopt the Final Order. District 1. **This motion was superseded by a Motion to Amend.** Mrs. Fam, Mr. Foganholi, Dr. Holness, and Mr. Alston voted no. (5-4 vote)

A brief comment was made to correct the scrivener error on page 1, to change the date from December 7, 2023 to December 7, 2022.

Motion to Amend (Carried)
Motion was made by Mrs. Hixon, seconded by Dr. Zeman, and carried, to correct the scrivener error on page 1 of 3 of the Settlement Agreement, second WHEREAS clause to read as follows:
WHEREAS, on or about **December 7, 2022,** RESPONDENT was served with an Administrative Complaint recommending to suspend his employment as a teacher for three (3) days without pay: (9-0 vote)

A vote was taken on the Motion to Amend.

A vote was taken on this item as amended.

CC-2. Proposed 2023-24 Organizational Chart Update (Approved)

Motion was made by Mrs. Rupert, seconded by Mrs. Hixon and carried, to approve the Superintendent's 2023-24 proposed organizational chart update. District-wide. Mr. Alston voted no. (8-1vote)

A brief comment was made in support of this position as a direct report to the Superintendent.

A vote was taken on this item.

DD. CHIEF AUDITOR (OPEN)

DD-1. Internal Audit Report - Audit of Internal Funds of Athletics & Student Services (Received)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to receive Internal Audit Report - Audit of the Internal Funds of the Athletics & Student Services Department. Review related Audit Committee meeting excerpts. District-wide. Mrs. Fam voted no. (8-1 vote)

Agenda Items AA-1, BB-1 through BB-5, DD-1, DD-3, DD-4, and JJ-1 were moved concurrently.

No discussion was held, and a vote was taken on these items.

(Following a vote on Agenda Item DD-2, Agenda Item DD-1 was brought back for Motion to Reconsider by Mrs. Rupert, seconded by Mr. Alston.)

An inquiry was made regarding if all the exceptions were cured and were the documents provided, staff to provide a follow-up; and required documentations were not submitted for review or approval.

A vote was taken on this item.

DD-2. Internal Audit Report - Audit of the Internal Funds of Selected Schools (Received)

Motion was made by Mrs. Rupert, seconded by Mr. Foganholi and carried, to receive Internal Audit Report - Audit of the Internal Funds of Selected Schools. Review related Audit Committee meeting excerpts. District-wide. (9-0 vote)

No discussion was held, and a vote was taken on this item.

DD-3. Internal Audit Report - Property and Inventory Audit of Selected Locations (Received)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to receive Internal Audit Report - Property and Inventory Audit of Selected Locations 2023-2024. Review related Audit Committee meeting excerpts. District-wide. Mrs. Fam voted no. (8-1 vote)

Agenda Items AA-1, BB-1 through BB-5, DD-1, DD-3, DD-4, and JJ-1 were moved concurrently.

No discussion was held, and a vote was taken on these items.

DD-4. Internal Audit Report - Audit of Payroll Policies and Procedures of Athletics (Received)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to receive Internal Operational Audit Report - Audit of the Payroll Policies and Procedures of the Athletics & Student Activities Department. Review related Audit Committee meeting excerpts. District-wide. Mrs. Fam voted no. (8-1 vote)

Agenda Items AA-1, BB-1 through BB-5, DD-1, DD-3, DD-4, and JJ-1 were moved concurrently.

No discussion was held, and a vote was taken on these items.

DD-5. External Audit Strategy - BTA Testing (Approved as Amended)
(This is a Companion Item to OO-13.)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert, to have a discussion and internal action by the School Board to review strategies provided for the use of external auditors for the Behavioral Threat Assessment (BTA) Policy and Procedures Audit for the period March 13, 2023 through December 31, 2023. Depending on the action taken, the 2023-2024 Audit Plan will be amended to reflect the School Board's decision. Review related Audit Committee meeting excerpts. District-wide. **This motion was superseded by a Motion to Amend**. (9-0 vote)

Agenda Items DD-5 and OO-13 were moved and discussed concurrently.

Referring to Agenda Item OO-13, an inquiry was made regarding the additional spending authority of two hundred thousand dollars ($200K), and if one or more vendors would utilize the funds; referring to Agenda Item DD-5, staff would make a motion to have a more specific requested action; and it was recommended to vote down Agenda Item OO-13.

Motion to Amend (Carried)
Motion was made by Mrs. Rupert, seconded by Mr. Alston and carried, to revise the Agenda Request Form (ARF) to read as follows:
Approve Option OCA, page 23 of the PowerPoint presentation. To utilize the Office of the Chief Auditor team to perform Behavioral Threat Assessment (BTA) Testing. (9-0 vote)

A vote was taken on the Motion to Amend.

A vote was taken on this item as amended.

EE. SAFETY, SECURITY, & EMERGENCY PREPAREDNESS (OPEN)

FF. FINANCIAL MANAGEMENT (OPEN)

GG. GENERAL COUNSEL (OPEN)

II. STUDENT SUPPORT INITIATIVES & RECOVERY (OPEN)

JJ. CAPITAL PROGRAMS (OPEN)

JJ-1. Change Order #1 - Bair MS (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve Change Order #1 adding 186 days to the contract duration for Bair Middle School, Project No. P.002044, District 5. Mrs. Fam voted no. (8-1 vote)

Agenda Items AA-1, BB-1 through BB-5, DD-1, DD-3, DD-4, and JJ-1 were moved concurrently.

No discussion was held, and a vote was taken on these items.

JJ-2. Change Order #1 - Coconut Creek HS (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve Change Order #1 adding 108 days to the contract duration for Coconut Creek High School, Project No. P.001753, District 7. (9-0 vote)

Agenda Items JJ-2, JJ-4 through JJ-6, JJ-8, JJ-10 through JJ-14, OO-1 through OO-4, OO-6, OO-7, OO-11, OO-12, OO-14, and OO-16 were moved concurrently.

No discussion was held, and a vote was taken on these items.

JJ-3. Change Order #1 - James S. Hunt ES (Approved)

Motion was made by Dr. Zeman, seconded by Mr. Foganholi and carried, to approve deductive Change Order #1 in the amount of ($163,546) and no days added to the contract duration for James S. Hunt Elementary School, Project No. P.002059, District 4. (9-0 vote)

A comment was made about the credited left-over funds. These funds should be returned to the organization, not directly to the school which was not part of the SMART requirement. A suggestion was made to have a workshop concerning the amount of credit funds that would come before the Board.

A vote was taken on this item.

JJ-4. Change Order #3 - Pembroke Pines ES (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve deductive Change Order #3 in the amount of ($19,017) and no days added to the contract duration for Pembroke Pines Elementary School, Project No. P.001864, District 1. (9-0 vote)

Agenda Items JJ-2, JJ-4 through JJ-6, JJ-8, JJ-10 through JJ-14, OO-1 through OO-4, OO-6, OO-7, OO-11, OO-12, OO-14, and OO-16 were moved concurrently.

No discussion was held, and a vote was taken on these items.

JJ-5. Change Order #5 - Central Park ES (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve Change Order #5 in the amount of $51,991 and no days added to the contract duration for Central Park Elementary School, Project No. P.001757, District 6. (9-0 vote)

Agenda Items JJ-2, JJ-4 through JJ-6, JJ-8, JJ-10 through JJ-14, OO-1 through OO-4, OO-6, OO-7, OO-11, OO-12, OO-14, and OO-16 were moved concurrently.

No discussion was held, and a vote was taken on these items.

JJ-6. Change Order #5 - Pasadena Lakes ES (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve Change Order #5 adding 346 days to the contract duration for Pasadena Lakes Elementary School, Project No. P.001634, District 1. (9-0 vote)

Agenda Items JJ-2, JJ-4 through JJ-6, JJ-8, JJ-10 through JJ-14, OO-1 through OO-4, OO-6, OO-7, OO-11, OO-12, OO-14, and OO-16 were moved concurrently.

No discussion was held, and a vote was taken on these items.

JJ-7. Change Order #6 - Bright Horizons Center (Approved)

Motion was made by Mr. Foganholi, seconded by Mrs. Hixon and carried, to approve Change Order #6 in the amount of $41,076 and 565 days added to the contract duration for Bright Horizons Center, Project No. P.001974, District 7. (9-0 vote)

A brief inquiry was made regarding the 565-days added to the contract duration, and the projected final completion date. Staff was requested to provide follow-up.

A vote was taken on this item.

JJ-8. Change Order #6 - Olsen MS (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve Change Order #6 in the amount of $52,978 and 267 days added to the contract duration for Olsen Middle School, Project No. P.001955, District 1. (9-0 vote)

Agenda Items JJ-2, JJ-4 through JJ-6, JJ-8, JJ-10 through JJ-14, OO-1 through OO-4, OO-6, OO-7, OO-11, OO-12, OO-14, and OO-16 were moved concurrently.

No discussion was held, and a vote was taken on these items.

JJ-9. Change Order #8 and Additional Funding - Coral Springs HS (Approved)

Motion was made by Mrs. Hixon, seconded by Dr. Zeman and carried, to approve Change Order #8 and additional funding request in the amount of $9,048 and no days added to the contract duration for Coral Springs High School, Project No. P.001765, District 4. (9-0 vote)

A brief inquiry as to why the Board received this item since the Change Order Review Panel (CORP) approved it on July 12, 2023. Staff to provide follow-up regarding the length of time.

A vote was taken on this item.

JJ-10. Change Order #8 and Additional Funding - Ramblewood ES (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve Change Order #8 in the amount of $137,867.73 and no days added to the contract duration, and approve additional funding in the amount of $126,459 for Ramblewood Elementary School, Project No. P.001725, District 4. (9-0 vote)

Agenda Items JJ-2, JJ-4 through JJ-6, JJ-8, JJ-10 through JJ-14, OO-1 through OO-4, OO-6, OO-7, OO-11, OO-12, OO-14, and OO-16 were moved concurrently.

No discussion was held, and a vote was taken on these items.

JJ-11. Change Order #13 - Cypress Bay HS (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve deductive Change Order #13 in the amount of ($2,702.75) and no days added to the contract duration for Cypress Bay High School, Project No. P.001774, District 6. (9-0 vote)

Agenda Items JJ-2, JJ-4 through JJ-6, JJ-8, JJ-10 through JJ-14, OO-1 through OO-4, OO-6, OO-7, OO-11, OO-12, OO-14, and OO-16 were moved concurrently.

No discussion was held, and a vote was taken on these items.

JJ-12. Change Order #18 - Hollywood Hills HS (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve deductive Change Order #18 in the amount of ($53,668) and no days added to the contract duration for Hollywood Hills High School, Project No. P.001806, District 1. (9-0 vote)

Agenda Items JJ-2, JJ-4 through JJ-6, JJ-8, JJ-10 through JJ-14, OO-1 through OO-4, OO-6, OO-7, OO-11, OO-12, OO-14, and OO-16 were moved concurrently.

No discussion was held, and a vote was taken on these items.

JJ-13. Third Amendment to PSA - Mary M. Bethune ES (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Third Amendment to the Professional Services Agreement with RGD & Associates, Inc and approve the additional funding request of $1,466,000 for the planning and design of a new 8,500 sq. ft. administration building and subsequent demolition of the existing administration building at Mary M. Bethune Elementary School, Project No. P.002984, District 1. (9-0 vote)

Agenda Items JJ-2, JJ-4 through JJ-6, JJ-8, JJ-10 through JJ-14, OO-1 through OO-4, OO-6, OO-7, OO-11, OO-12, OO-14, and OO-16 were moved concurrently.

No discussion was held, and a vote was taken on these items.

JJ-14. Additional Funding Request - Dania ES (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the additional funding request of $972,000 for Dania Elementary School, Project No. P.002061, District 1. (9-0 vote)

Agenda Items JJ-2, JJ-4 through JJ-6, JJ-8, JJ-10 through JJ-14, OO-1 through OO-4, OO-6, OO-7, OO-11, OO-12, OO-14, and OO-16 were moved concurrently.

No discussion was held, and a vote was taken on these items.

JJ-15. Additional Funding Request - North Lauderdale ES (Approved)

Motion was made by Hixon, seconded by Mrs. Rupert and carried, to approve the additional funding request of $565,000 for North Lauderdale Elementary School, Project No. P.001903, District 4. (9-0 vote)

Agenda Items JJ-15 through JJ-18 were moved and discussed concurrently.

An inquiry was made regarding vendor contracts and what penalties were put in place for these delays.

A vote was taken on these items.

JJ-16. Additional Funding Request - Nova MS (Approved)

Motion was made by Hixon, seconded by Mrs. Rupert and carried, to approve the additional funding request of $1,555,000 for Nova Middle School, Project No. P.002873, District 6. (9-0 vote)

Agenda Items JJ-15 through JJ-18 were moved and discussed concurrently.

A vote was taken on these items.

JJ-17. Additional Funding Request - Silver Lakes MS (Approved)

Motion was made by Hixon, seconded by Mrs. Rupert and carried, to approve the additional funding request of $3,300,000 for Silver Lakes Middle School, Project No. P.002144, District 4. (9-0 vote)

Agenda Items JJ-15 through JJ-18 were moved and discussed concurrently.

A vote was taken on these items.

JJ-18. Sixth Amendment to PSA - Quiet Waters ES (Approved)

Motion was made by Hixon, seconded by Mrs. Rupert and carried, to approve the Sixth Amendment to the Professional Services Agreement with Williamson Dacar Associates Inc. - Quiet Waters Elementary School, Project No. P.001754, District 7. (9-0 vote)

Agenda Items JJ-15 through JJ-18 were moved and discussed concurrently.

A vote was taken on these items.

JJ-19. Declaration of 148 Portables as Surplus (Approved)

Motion was made by Mrs. Hixon, seconded by Mr. Foganholi and carried, to approve the Declaration of 148 portables located at the sites depicted in Exhibit 1 as surplus. District-wide. (9-0 vote)

This item was discussed briefly to inquire how a portable was deemed unsatisfactory; and what efforts had the District implemented in search of Small/Minority/Women Business Enterprise (S/M/WBE) or local firms to perform this work.

A vote was taken on this item.

LL. COMMUNICATIONS & LEGISLATIVE AFFAIRS (OPEN)

OO. STRATEGY & OPERATIONS (OPEN)

OO-1. Grant Applications - Pre & Post-Submission (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the submission of the following grant applications. District-wide. (9-0 vote)

Agenda Items JJ-2, JJ-4 through JJ-6, JJ-8, JJ-10 through JJ-14, OO-1 through OO-4, OO-6, OO-7, OO-11, OO-12, OO-14, and OO-16 were moved concurrently.

No discussion was held, and a vote was taken on these items.

OO-2. Agreement with Broward College, Florida (BUP-PN) (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Agreement between The School Board of Broward County, Florida, and the District Board of Trustees for Broward College, Florida. District 1, 3, 5, and 7. (9-0 vote)

Agenda Items JJ-2, JJ-4 through JJ-6, JJ-8, JJ-10 through JJ-14, OO-1 through OO-4, OO-6, OO-7, OO-11, OO-12, OO-14, and OO-16 were moved concurrently.

No discussion was held, and a vote was taken on these items.

OO-3. Florida Endowment Foundation for Florida's Graduates Agreement (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Agreement between The School Board of Broward County, Florida, and the Florida Endowment Foundation for Florida's Graduates. Districts 1, 2, 4, 5, and 6. (9-0 vote)

Agenda Items JJ-2, JJ-4 through JJ-6, JJ-8, JJ-10 through JJ-14, OO-1 through OO-4, OO-6, OO-7, OO-11, OO-12, OO-14, and OO-16 were moved concurrently.

No discussion was held, and a vote was taken on these items.

OO-4. Jobs for America's Graduates Agreement (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Agreement between The School Board of Broward County, Florida, and Jobs for America's Graduates. Districts 1, 2, 4, 5, and 6. (9-0 vote)

Agenda Items JJ-2, JJ-4 through JJ-6, JJ-8, JJ-10 through JJ-14, OO-1 through OO-4, OO-6, OO-7, OO-11, OO-12, OO-14, and OO-16 were moved concurrently.

No discussion was held, and a vote was taken on these items.

OO-5. AGR24-226 - Classroom and Office Supplies & Related Products – Office Depot (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Piggyback Agreement from the City of Tamarac and ODP Business Solutions, LLC (Office Depot); Contract Term: October 14, 2023 through October 13, 2027, four years; Award Amount: $4,800,000; Awarded Vendor: ODP Business Solutions, LLC; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide. (9-0 vote)

A brief comment was made to applaud the staff for using this agreement and saving Broward County Public Schools (BCPS) millions of dollars.

A vote was taken on this item.

OO-6. FY22-202 - HVAC Installation and Refurbishment (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Additional Spending Authority for the Piggyback; Contract Term: November 10, 2021 through June 21, 2024; Additional Spending Authority: $6,000,000; New Total Award Amount: $26,000,000; Awarded Vendor(s): Daikin Applied Americas, Inc. Johnson Controls, Inc. Small/Minority/Women Business Enterprise Vendor(s): None; District-wide. (9-0 vote)

Agenda Items JJ-2, JJ-4 through JJ-6, JJ-8, JJ-10 through JJ-14, OO-1 through OO-4, OO-6, OO-7, OO-11, OO-12, OO-14, and OO-16 were moved concurrently.

No discussion was held, and a vote was taken on these items.

OO-7. FY22-208 - Vehicle Lifts, with Garage and Fleet Maintenance Equipment (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the recommendation for Second Amendment and Additional Spending Authority; Contract Term: January 11, 2022 through April 13, 2024; Additional Spending Authority: $141,000; New Total Award Amount: $392,300; Awarded Vendor: Mohawk Resources Ltd.; Small/Minority/Women Business Enterprise Vendor(s): None; District’s Technical Colleges. (9-0 vote)

Agenda Items JJ-2, JJ-4 through JJ-6, JJ-8, JJ-10 through JJ-14, OO-1 through OO-4, OO-6, OO-7, OO-11, OO-12, OO-14, and OO-16 were moved concurrently.

No discussion was held, and a vote was taken on these items.

OO-8. FY23-272/FY23-273 - Psychological Assessment Scoring (Approved)

Motion was made by Mrs. Hixon, seconded by Dr. Zeman and carried, to approve the Agreements; Contract Term: November 8, 2023 through October 16, 2024 for NCS Pearson, Inc; and November 8th, 2023 through November 7th, 2024 for Riverside Assessment, LLC, with an option for two additional one-year renewal periods; Award Amount: $326,000; Awarded Vendor(s): NCS Pearson, Inc.; Riverside Assessment, LLC; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide. Mrs. Fam voted no. (8-1 vote)

A comment was made regarding the sharing of identification information with the vendor; a suggestion was made to utilize the student ID numbers instead. Staff responded the information was the scoring protocols and not in the sharing of information.

A vote was taken on this item.

OO-9. ITB-FY20-017 – Milk, Other Dairy Products, and Fruit Juices (Approved)

Motion was made by Zeman, seconded by Mrs. Rupert and carried, to approve Additional Spending Authority for the Invitation to Bid (ITB); Contract Term: January 1, 2019 through June 30, 2024; Additional Spending Authority: $4,272,864; New Total Award Amount: $40,272,864; Awarded Vendor: M & B Products, Inc; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide. (9-0 vote)

This item was discussed briefly, followed by a vote.

OO-10. ITB-FY20-210 - Storm Sewer & Sewer Main Cleaning Repair (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Second Renewal and Additional Spending Authority for the Invitation to Bid (ITB); Original Contract Term: June 18, 2020 through May 31, 2024; New Contract Term: June 18, 2020 through May 31, 2025; Additional Spending Authority: $399,000; New Total Award Amount: $1,860,100; Awarded Vendor(s): Shenandoah General Construction LLC; All Liquid Environmental Services LLC d/b/a Johnson Environmental Services; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide. (9-0 vote)

A brief inquiry was made if the additional spending authority was for the 2024-2025 school year, and staff confirmed.

A vote was taken on this item.

OO-11. ITB-FY21-115 - Construction Services Minor Projects (CSMP) (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the First Renewal for the Invitation to Bid (ITB); Original Contract Term: November 4, 2020 through November 3, 2023; New Contract Term: November 4, 2020 through November 3, 2024, with one additional one-year renewal period remaining; Awarded Vendor(s): Dorsainvil Construction LLC; Small/Minority/Women Business Enterprise Vendor(s): No; District-wide. (9-0 vote)

Agenda Items JJ-2, JJ-4 through JJ-6, JJ-8, JJ-10 through JJ-14, OO-1 through OO-4, OO-6, OO-7, OO-11, OO-12, OO-14, and OO-16 were moved concurrently.

No discussion was held, and a vote was taken on these items.

OO-12. ITB-FY24-215 - Small Engine Equipment Parts (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Invitation to Bid (ITB); Contract Term: January 1, 2024 through December 31, 2026, with an option for two additional one-year renewal periods; Award Amount: $469,000; Awarded Vendor; Four Mile Road LLC d/b/a Green Thumb Lawn and Garden; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide. (9-0 vote)

Agenda Items JJ-2, JJ-4 through JJ-6, JJ-8, JJ-10 through JJ-14, OO-1 through OO-4, OO-6, OO-7, OO-11, OO-12, OO-14, and OO-16 were moved concurrently.

No discussion was held, and a vote was taken on these items.

OO-13. RFP-FY20-003 - Construction, Operational, and IT Auditing Services (This is a Companion Item to DD-5.) (Not Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert, to approve the Additional Spending Authority for the Request for Proposal (RFP); Contract Term: January 1, 2020 through June 30, 2024; Additional Spending Authority: $200,000; New Total Award Amount: $3,322,500; Awarded Vendor(s): Carr, Riggs & Ingram, LLC; HCT Certified Public Accountants, LLC; RSM US, LLP; S. Davis & Associates, PA; TriMerge Consulting Group, PA.; Small/Minority/Women Business Enterprise Vendor(s): S. Davis & Associates, PA; TriMerge Consulting Group, PA; District-wide. Mrs. Alhadeff, Mr. Alston, Mrs. Fam, Mr. Foganholi, Mrs. Hixon, Dr. Holness, Mrs. Leonardi, Mrs. Rupert, and Dr. Zeman (0-9 vote)

Agenda Items DD-5 and OO-13 were moved and discussed concurrently.

A vote was taken on this item.

OO-14. RFP-FY24-011 - Before/After School Childcare, Summer/Non-School Day Prog. (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Agreements between The School Board of Broward County, Florida (SBBC), and the Awarded Vendor(s): Four, See Executive Summary; Contract Terms: November 8, 2023 through the last day of summer before the start of the 2026-2027 school year as approved by the appropriate SBBC School Calendar; Award Amount: Income; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide. (9-0 vote)

Agenda Items JJ-2, JJ-4 through JJ-6, JJ-8, JJ-10 through JJ-14, OO-1 through OO-4, OO-6, OO-7, OO-11, OO-12, OO-14, and OO-16 were moved concurrently.

No discussion was held, and a vote was taken on these items.

OO-15. RFQ-FY20-183 - Continuing Contract for MEP Services (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the First Amendments to the Request for Qualification (RFQ)Agreements between the School Board and EXP U.S. Services, Inc.; RGD & Associates, Inc.; MEP Engineering, Inc.; DTM Tech, Inc. increasing the individual contract limits per vendor to $6,000,000; Contract Term: June 15, 2021 through June 14, 2024; Small/Minority/Women Business Enterprise Vendor(s): RGD & Associates, Inc.; MEP Engineering, Inc.; DTM Tech, Inc.; District-wide. (9-0 vote)

Clarification was made regarding the $2 million increase, which was requested for the individual contract limits per vendor.

A vote was taken on this item.

OO-16. ITB24-195 - Public Address Systems, Intercoms, Equip, Parts/Accessories (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Award for the Invitation to Bid (ITB); Contract Term: November 8, 2023 through November 7, 2026, with an option for two additional one-year renewal periods; Award Amount: $6,000,000; Awarded Vendor: NDR Corporation; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide. (9-0 vote)

JJ-2, JJ-4 through JJ-6, JJ-8, JJ-10 through JJ-14, OO-1 through OO-4, OO-6, OO-7, OO-11, OO-12, OO-14, and OO-16 were moved concurrently.

No discussion was held, and a vote was taken on these items.

OO-17. RFP-FY23-277 - Janitorial Support Services (Approved)

Motion was made by Mrs. Rupert, seconded by Mrs. Hixon and carried, to approve the Agreements for the Request for Proposal (RFP); Contract Term: November 8, 2023 through November 7, 2026, with an option for two additional one-year renewal periods; Award Amount: $2,700,000; Awarded Vendor(s): Seven, See Executive Summary; Small/Minority/Women Business Enterprise Vendor(s): Amer-Plus Janitorial Maintenance, LLC; J and A Cleaning Company, LLC; Janitorial 5 Star Services, LLC; P.C.S. Professional Cleaning Services Corporation; District- wide. (9-0 vote)

This item was discussed briefly expressing concerns regarding schools not having enough funds to purchase janitorial supplies; the rate of pay should be increased for substitutes and facilities staff and to invest in the District's qualified trained staff to perform the work which would cost less than paying outside vendors; and staff to look into the prices.

A vote was taken on this item.

(After a vote on this item, the Board resumed discussion on Agenda Item O-5.)

PP. POLICIES (OPEN)

RR. RESOLUTIONS (OPEN)

SS. SCHOOLS (LEARNING COMMUNITIES) (OPEN)

TT. INFORMATION TECHNOLOGY (OPEN)

SPEAKERS

5:00 p.m. (Public Speakers for the Regular School Board Meeting will be heard at 5 p.m. or immediately following the meeting, whichever is earliest.)

1. Sandra Nunez
2. Anna Fusco
3. Dana Sanders
4. Yolanda Ellis
5. Katrina Whittaker

There was a total of thirty-five (35) registered speakers. Superintendent Licata reiterated that he and the Board heard the speakers concerns and it would not be ignored.

Board Member Discussion(s)

Mrs. Hixon wished all veterans in the district a Happy Veteran's Day. November was National Military Family Month. She thanked the family for their sacrifices so their family members could serve our country.

Mrs. Fam announced that Manatee Bay Elementary School was selected out of the countrywide competition for being the most diverse and welcoming school.

Mr. Alston would like to meet with the Chief Facilities Officer to discuss a concern from officials of the City of Miramar regarding potential lead fuel testing at North Perry Airport, which could potentially impact Sunshine Elementary School. He invited the public to a virtual town hall with Board Member Foganholi on disparities and inequities impacting students. Mr. Alston also discussed considering other larger facilities to host the annual Soul Bowl.

Dr. Zeman advised that on November 15th and 16th, he would be speaking at the North American Mayor Summit against Anti-Semitism. He would be facilitating in an interfaith panel at the summit.

Mrs. Rupert apologized to the Blanche Ely and Dillard High Schools communities for changing the tradition of having the annual Soul Bowl on a Saturday.

Mr. Foganholi gave a shout out to the South Broward Bulldogs and McArthur High Schools for making the playoffs. He encouraged everyone to support all teams. Hallandale High School celebrated fifty (50) years this year and a proclamation was presented to them. He stated Hollywood's Liberia Historic Centennial Celebration and the health fair in Pembroke Park was successful.

Attorney Client Session(s) - 12:45 P.M.

The General Counsel's Office has requested an attorney-client session for this School Board meeting. The private session has been scheduled for 12:45 p.m. to discuss settlement negotiations and/or strategy relative to the following pending litigation pending before the 17th Judicial Circuit in and for Broward County, Florida:

Panacea Prep Charter School, Inc., and Eagles' Nest Community Charter Schools, Inc. vs. The School Board of Broward County, Florida, Case No. CACE 23-019815 (21) . The following persons will attend this attorney-client session: School Board Members: Lori Alhadeff, Chair; Debra Hixon, Vice Chair; Torey Alston; Brenda Fam, Esq.; Daniel P. Foganholi; Dr. Jeff Holness; Sarah Leonardi; Nora Rupert; Dr. Allen Zeman; Dr. Peter B. Licata, Superintendent of Schools; Francisco O. Sanchez, Esq.; and Marylin C. Batista, Esq., B.C.S.

Closed Door Session(s) - 1:15 P.M.

Public comments sent electronically are attached and posted online.

Adjournment This meeting was adjourned at 5:12 p.m.

Attachment

/cj

Regular School Board Meeting

Meeting Time: 11-08-23 08:45

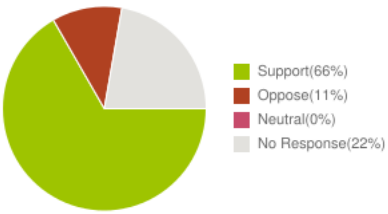
eComments Report

Meetings	Meeting Time	Agenda Items	Comments	Support	Oppose	Neutral
Regular School Board Meeting	11-08-23 08:45	123	9	6	1	0

Sentiments for All Meetings

The following graphs display sentiments for comments that have location data. Only locations of users who have commented will be shown.

Overall Sentiment



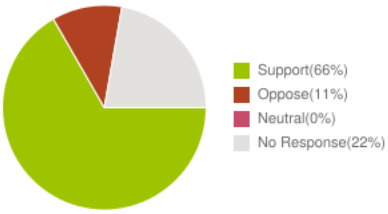
Regular School Board Meeting
11-08-23 08:45

Agenda Name	Comments	Support	Oppose	Neutral
SPEAKERS (A.M.) - The first five (5) speakers who register to speak will be added to the agenda. For persons who have not registered to speak at least five (5) calendar days in advance or in the event that more than five (5) speakers register to speak, these names shall be placed on a waiting list.	2	0	0	0
H-1.) Instructional Appointments and Leaves 2023-2024	1	1	0	0
H-2.) Instructional Separation of Employment or Discipline 2023-2024	4	4	0	0
OO-8.) FY23-272/FY23-273 - Psychological Assessment Scoring	1	0	1	0
SPEAKERS - 5:00 p.m. (Public Speakers for the Regular School Board Meeting will be heard at 5 p.m. or immediately following the meeting, whichever is earliest.) - The first five (5) speakers who register to speak will be added to the agenda. For persons who have not registered to speak at least five (5) calendar days in advance or in the event that more than five (5) speakers register to speak, these names shall be placed on a waiting list.	1	1	0	0

Sentiments for All Agenda Items

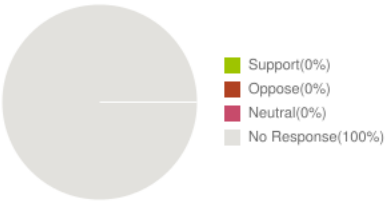
The following graphs display sentiments for comments that have location data. Only locations of users who have commented will be shown.

Overall Sentiment



Agenda Item: eComments for SPEAKERS (A.M.) - The first five (5) speakers who register to speak will be added to the agenda. For persons who have not registered to speak at least five (5) calendar days in advance or in the event that more than five (5) speakers register to speak, these names shall be placed on a waiting list.

Overall Sentiment



Michael Rajner

Location:
Submitted At: 12:29pm 11-07-23

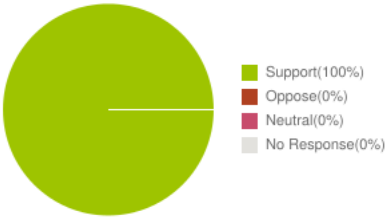
I would like to speak at the AM session

Doug Green
Location:
Submitted At: 6:34pm 11-05-23

Want to speak about teacher challenges

Agenda Item: eComments for H-1.) Instructional Appointments and Leaves 2023-2024

Overall Sentiment

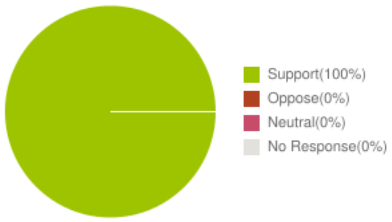


Mavel Russo
Location:
Submitted At: 11:33am 11-07-23

Good Day,
I respectfully request the board today takes a serious approach to help retain teachers in Broward Schools. Our educators need a significant pay increase. I have the privilege to work among many bright educators who are committed to provide the best academic experience to their students. Unfortunately, the feeling of being unappreciated is overwhelming. The reality is our teachers deserve better. So many are actively searching for other professions simply because they can no longer afford to remain as teachers. Our neighboring counties have implemented increases to help keep their teachers, can we not do better than 1.69%? I am certain that our district can. It is up to you as School Board to find a way to help our district increase our teachers salary. If Palm Beach County could budget an increase of 7%, can't Broward County do the same? If your budget keepers are not coming up with solutions for a meaningful pay increase of teachers, then you, our School Board, needs to really seek more information on how to do so effectively.
As an experience teacher of 25 years, it saddens me to watch the quality of education provided to students be negatively impacted. You get what you pay for, it is as simple as that. Our veteran teachers are a dying breed, and the new teachers will not remain in a profession that does not provide enough income for sustaining an average life style.
Do the right thing, provide an increase that will allow teachers to remain in this beautiful profession.
Thank you for your attention to this matter,
Mavel Russo

Agenda Item: eComments for H-2.) Instructional Separation of Employment or Discipline 2023-2024

Overall Sentiment



Trudy J
Location: 33312, Fort Lauderdale
Submitted At: 5:59pm 11-07-23

The amount of teachers who are retiring on this list is stark proof that we are not retaining experienced teachers. The reasons run the gamut from severe micromanaging by the district to never giving teachers a raise on their permanent salary. Everything else is a priority when the budget is discussed. And even when we think budget hearings are over, some board members continually inject chaos in the mix. The last Board Meeting had many chaotic moments, but one did not escape my notice because I heard it as an item which is directly related to everyone's salary. During the discussion a new way to micromanage salaries was slipped into the mix. Alston made a proposal which would change the money available for salaries. He was shocked that every employee didn't have the opportunity like teachers to continue their education. His proposal would provide every employee with $1000 to continue their education. This is an additional $17,288,000 carved out of the budget each year. Another major change in the budget which did not go through the appropriate process. It should not be considered during this school year, but that's exactly what Alston insisted upon. He said he wanted a plan by December and implementation by January 2024. He ignored the fact that this money is part of the total cost of compensation and should go though the various unions or employee groups before it's considered. I can almost guarantee that every employee would rather have the additional $1000 in their pocket each year rather than a program similar to the Teacher Directed Incentive Fund. This is but one example of how decisions are made in the District. One Board Member gets outraged about something and millions of dollars are siphoned away from permanent salary increases. Enough - Give a 7% increase to teachers and retain those who are directly responsible for student outcomes.

Billie Cousans
Location:
Submitted At: 9:37am 11-07-23

Miami-Dade County and Palm Beach County are both giving 7% raises to their teachers and last I heard all Broward was planning on was 1.7 percent AND THAT's the money the state of FL gave to teachers. If Broward values our teachers they need to give them a 7% raise like the other counties! What's to stop our teachers from going to these two counties to work? They need a living wage with ONE job!

Lisa Robert
Location:
Submitted At: 8:31pm 11-06-23

We need to retain our teachers in the district by giving them a raise which at least matches other South Florida Counties. If you give anything other than a 7% raise you are going to loose teachers to our neighboring counties. Who will you hire then? People need to make a living from ONE job. If you value our teachers, you will pay them fairly.

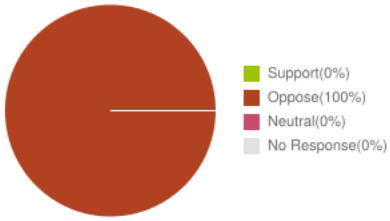
Susan Collton
Location:
Submitted At: 12:20pm 11-06-23

Good morning, Chair Alhadeff, School Board Members, and Dr. Peter Licata, Superintendent. My name is Sue Colton, and I am a retired educator with 32 years of experience with Broward County Public Schools. I support retaining high-quality teachers with the School Board of Broward County, Florida. One of the most critical ways to

retain teachers is to value and support them with an adequate salary. Please dig deep and approve a salary increase for teachers at least equal to that of our surrounding school districts. Miami-Dade teachers received a 7-10% raise and contract settlement before school opened, and Palm Beach County approved a 7% pay increase and a 3% bonus for teachers last month. We thank you for approving the MOU regarding referendum bonuses in August; however, bonuses are a short-term solution. Pay raises result in long-term, permanent increases in income and financially extend far into the future, including retirement. Dr. Licata's commitment to being "Student-Centered, Teacher-Supported, and Principal-Led" has inspired our district to move forward and return to our previous "A Rated" District Status! I know we can do this; supporting teachers with a livable wage will put us over the top! Please direct your Negotiations Team to settle this contract and the others that follow before the upcoming holidays. Thank you for listening, and thank you for your leadership each and every day. Every 1 Counts!

Agenda Item: eComments for OO-8.) FY23-272/FY23-273 - Psychological Assessment Scoring

Overall Sentiment

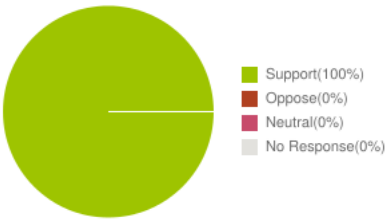


Deidre Ruth
Location:
Submitted At: 9:12pm 11-07-23

This is leaving the most vunerable children in Broward county exposed to HIPAA violations. Since the district forces the hand of parents to have these tests you are also forcing parents to not protect their childrens private medical information as these tests expose diagnosis of ADHD, ASD, Learning diabilities, private health information, IQ's of students. This isn't just FERPA. Who in the district is actually protecting our childrens private medical information. When you see any doctor including a pyschologist that is protected information except in Broward schools. You have no right to say waive the tests and your rights to get educational help for your child. To give anyone "school official" titles to a 3rd party which divulges our childrens first and last name, Parents'/Caregivers
first and last name, Parents'/Caregivers' e-
mail address, Student identification
number, Student date of birth, Student gender,
Student grade level, Name of school
Teacher's first and last,
name, Students'/Parents'/Teachers' responses to test questions. How are you really protecting our childrens right to privacy? This is not a general educational item to be open to whomever has exposure to our.childrens files. You are also allowing for discrimination (against disabilities or learning differences) to occur for students based off these evaluations that every school can view once a school requests educational records or has your childs file. You must vote no on this or find a way to protect our students information or not force parents into such evaluations in order to get IEP'S.
This line here in section D is just wrong. What assessments are to be done without parents consent? (d) FERPA exception to consent
for disclosing education records pursuant to
assessments that do not require parental consent to administer. There should be no assessments without parent consent.

Agenda Item: eComments for SPEAKERS - 5:00 p.m. (Public Speakers for the Regular School Board Meeting will be heard at 5 p.m. or immediately following the meeting, whichever is earliest.) - The first five (5) speakers who register to speak will be added to the agenda. For persons who have not registered to speak at least five (5) calendar days in advance or in the event that more than five (5) speakers register to speak, these names shall be placed on a waiting list.

Overall Sentiment



Meagan Herbert
Location:
Submitted At: 4:55pm 11-07-23

Hello. I am a school social worker. I would like to support an increase in teachers salaries. If there was any question about how valuable teachers are to society, I think the pandemic answered that question. We have children who are now grade levels behind academically, have poor social skills and are in more need of mental health services than ever before. School is a place where many children receive not only their basic needs to live, but their emotional and social needs. Considering how important we know schools and teachers are to our society, I think it's only appropriate that we pay teachers at least a livable wage. Teachers should not be living paycheck to paycheck, working multiple jobs, or even homeless. The goal is to attract people to our profession, but we now have teachers quitting in record numbers and less graduates entering the profession. People want to feel appreciated for what they do. They don't want their line of work to be associated with "low pay" and "no respect." If we want the best for our future generations we need to make sure that teachers are valued and compensated appropriately for their work. In South Florida, A decent apartment is $2000+ per month, the median price for a single family home is around $600,000, and the average salary for a teacher in Broward County is $50,000. Florida's average teacher salary ranks 48th in the nation. If we can't afford to live here, who will teach the children?

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT

November 14, 2023
Tuesday, 9:00 a.m.

MINUTES OF THE ANNUAL ORGANIZATIONAL MEETING

The School Board of Broward County, Florida, met in special session at 9:04 a.m. in the Board Room of the Kathleen C. Wright Administrative Center, 600 Southeast Third Avenue, Fort Lauderdale, Florida. Present were: School Board Members, Lori Alhadeff, Chair; Debra Hixon, Vice Chair; Torey Alston; Brenda Fam, Esq. (telephonically); Daniel Foganholi; Dr. Jeff Holness; Sarah Leonardi; Nora Rupert; Dr. Allen Zeman; Dr. Peter B. Licata, Superintendent of Schools; and Marylin Batista, General Counsel.

Call to Order Presiding, the Superintendent called this meeting to order. Mrs. Hixon introduced the students at Oriole Elementary School (via video conference) and led the Pledge of Allegiance to the Flag of the United States of America.

A discussion was held regarding recommending a process and procedure to be followed for the selection of Chair and Vice Chair. A suggestion was made to consider speeches (commentary as to why they should lead the district) as candidates are nominated.

Motion:
Motion was made by Mr. Alston, seconded by acclamation of the Board and carried, to consider speeches as candidates are nominated for Chair and Vice Chair. The candidates would provide commentary after acceptance of the nomination as to why they should lead the district at this time and the Board would then make a selection. Mrs. Rupert and Dr. Holness voted no. (7-2 vote)

Board discussion included, but was not limited to, the disadvantage of not being prepared for the speech; the historical perspective on the nomination process; and not having a written School Board policy or procedure to determine the designation of the Chair or Vice Chair.

Close Agenda Upon motion by Dr. Zeman and seconded by Mr. Foganholi and carried, the Agenda was approved and declared closed. (9-0 vote)

Purpose of Meeting Annual Organization of the Board as required by Florida Statute 1001.371, Organization of the District School Board: Election of Chair (Superintendent Presides), Election of Vice Chair (New Chair Presides), and any other items the Board deems necessary.

Nomination(s) of Chair As acting Chair, the Superintendent asked for nominations for Chair of The School Board of Broward County, Florida.

The name of Debra Hixon was placed in nomination for the office of Chair by Mrs. Leonardi. The name of Dr. Allen Zeman was placed in nomination for the office of Chair by Mr. Foganholi. The name of Lori Alhadeff was placed in nomination for the office of Chair by Mrs. Fam.

Close Nomination(s) for Chair Upon acclamation of the Board, the Agenda was closed for nominations for Chair.

Everyone accepted the nomination and provided a brief three-minute statement expressing why they would be the best candidate to lead the district as the School Board Chair:

Mrs. Hixon stated she was the Vice Chair and this had been her 35th year in the district. She was willing and excited to be the leader; she had been the peacemaker and stated she was very passionate about the district and looked forward to being the Chair for the ensuing year.

Dr. Zeman stated he believed Mrs. Hixon had all characteristics of a great leader. Dr. Zeman informed that he ran to serve to have an opportunity to make a difference that mattered to him. He stated he was here to serve the students, the schools and any role on the Board. He looked forward to working with his colleagues to make progress towards the strategic goals.

Mrs. Alhadeff stated it was her pleasure to lead the Board with integrity and passion. Her time as Chair had strongly brought the Board forward and she ran the meetings in an efficient manner. Mrs. Alhadeff had learned on the job and she would be able to bring more time and passion being the Chair for another year, improving the board meetings and workshops. She stated with her strong leadership ability she would be honored to continue as Chair.

The Board discussed the procedures pertaining to voting for the nominees. The Superintendent will announce the nominees in order of recommendation and complete a roll-call vote for each candidate until the consensus of at least five votes were obtained; and historical voting procedures were shared.

Vote
A roll-call vote was first taken on Debra Hixon. Mrs. Alhadeff, Mr. Alston, Mrs. Fam, Mr. Foganholi, and Dr. Zeman voted no. (4-5 vote)
A reverse roll-call vote was taken on Dr. Zeman. Mrs. Alhadeff, Mrs. Hixon, Dr. Holness, Mrs. Leonardi, and Mrs. Rupert voted no. (4-5 vote)
A roll-call vote was taken on Mrs. Alhadeff to return to Chair. Dr. Holness voted no. (8-1 vote)

Following a majority vote, Mrs. Lori Alhadeff was elected to return as Chair of The School Board of Broward County, Florida for the ensuing 2023-2024 school year.

Statement by Superintendent Dr. Licata thanked Mrs. Alhadeff for her services in the role as Chair for 2022-2023 and presented her with a plaque and bouquet of flowers for her reappointment as Chair for the 2023-2024 school year.

The Superintendent then turned the gavel over to Mrs. Alhadeff who assumed the role of Chair and conducted the remainder of this meeting.

Nomination(s) of Vice Chair The Chair asked for nominations for the office of Vice Chair.

The name of Debra Hixon was placed in nomination for the office of Vice Chair by Mrs. Leonardi.
The name of Daniel Foganholi was placed in nomination for the office of Vice Chair by Mr. Alston.
The name of Dr. Allen Zeman was placed in nomination for the office of Vice Chair by Mr. Alston.

Close Nomination(s) for Vice Chair Upon acclamation of the Board, the Agenda was closed for nominations for Vice Chair.

Everyone accepted the nomination and provided a brief three-minute statement expressing why they would be the best candidate to lead the district as the School Board Vice Chair:

Mrs. Hixon was excited for the opportunity to continue to serve as Vice Chair and stated it was her honor to be the vice chair of Broward County Public Schools. She had served in a capacity of leadership, of collegiality and was excited to continue the service to the district.

Mr. Foganholi stated he was a product of Broward Schools and was honored to be a Board Member and working with his colleagues. He stated the Board wanted the same goal which was the best for the students of Broward County.

Dr. Zeman stated the Vice Chair duties were important for partnering with the Chair and looked forward to doing that if given the chance. Standing in for meetings and representing Broward County Public Schools was a good choice to do, and he stated he would be happy to serve as Vice Chair.

Motion:
Motion was made by Mrs. Leonardi, seconded by Mrs. Rupert and carried, to suggest using the reverse Roll-Call vote on the nominations. (9-0 vote)

Vote
A reverse roll-call vote was taken on Dr. Zeman. Mrs. Alhadeff, Mrs. Hixon, Dr. Holness, Mrs. Leonardi, and Mrs. Rupert voted no. (4-5 vote)
A reverse roll-call vote was taken on Mr. Foganholi. Mrs. Alhadeff, Mrs. Hixon, Dr. Holness, Mrs. Leonardi, Mrs. Rupert and Dr. Zeman voted no. (3-6 vote)
A reverse roll-call vote was first taken on Mrs. Hixon. Mr. Alston, Mrs. Fam and Mr. Foganholi voted no. (6-3 vote)

Following a majority vote, Mrs. Debra Hixon was elected to return as Vice Chair of The School Board of Broward County, Florida for the ensuing 2023-2024 school year.

Organization of The Board

1. **Resolution No. 24-104, Designation of Election of Chair, Vice Chair, etc. (Adopted)**

   Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to adopt Resolution No. 24-104, designating the election of the Chair, Vice Chair, meeting dates, names and addresses of Members and Secretary District-wide. (9-0 vote)

   The Chair received public comments.

   No discussion was held, and a vote was taken on this item.

2. **Resolution No. 24-105, Authorization of Facsimile Signatures (Adopted)**

   Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to adopt Resolution No. 24-105, Authorization of Facsimile Signatures District-wide. (9-0 vote)

   No discussion was held, and a vote was taken on this item.

3. Resolution No. 24-106, Authorization of Signatures for Depositories (Adopted)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to adopt Resolution No. 24-106, Authorization of Signatures and Use of Manual, Stamped and Facsimiles District-wide. (9-0 vote)

No discussion was held, and a vote was taken on this item.

4. 2023-2024 SB Appointed Reps to Agencies/Organizations/Committee (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to update the 2023-2024 School Board Appointed Representatives to Agencies, Organizations, and Committees. District-wide. Mrs. Fam was absent for the vote. (8-0 vote)

Upon review of the items below, any changes made are indicated in **bold**.

Broward County Arts Education Committee
2023/24 Representative (Staff): Donna Haynes
Alternate: Nora Rupert

Broward County Children's Services Board (CSB)
2023/24 Representative: Brenda Fam, Esq.
Representative (Staff): Veda Hudge

Broward County Climate Change Task Force
2023/24 Representative(s): Debra Hixon
Alternate: Lori Alhadeff

Broward County Comprehensive School Health Advisory Committee (BSHAC)
2023/24 Representative(s): **Lori Alhadeff**
Alternate: **Dr. Allen Zeman**

Broward County Coordinating Board of Transportation Disadvantaged Services
2023/24 Representative: Torey Alston
Representative (Staff): Ruth Masters

Broward County Housing Council
2023/24 Representative: **Daniel Foganholi**

Broward County Performing Arts Center Authority (BCPACA)
2023/24 Representative: **Debra Hixon**
Alternate: Brenda Fam, Esq.

Broward County Planning Council
2023/24 Representative: Dr. Allen Zeman

Broward County Public Schools Wellness and Learning Support Committee
2023/24 Representative: Debra Hixon
Alternate: Nora Rupert

Broward County Racial Equity Task Force
2023/24 Representative: Dr. Jeff Holness
Alternate: Brenda Fam, Esq.

Broward County Value Adjustment Board (VAB)
2023/24 Representative: Torey Alston
Alternate: Debra Hixon

Broward Cultural Council
2023/24 Representative: Dr. Jeff Holness
Alternate: Nora Rupert

Broward Education Foundation, Inc. (BEF)
2023/24 Representative: Debra Hixon
Alternate: Dr. Allen Zeman

Broward League of Cities
2023/24 Representative(s): Dr. Allen Zeman, **Nora Rupert**
Alternate(s): **Dr. Jeff Holness**, **Daniel Foganholi**

Broward Metropolitan Planning Organization (MPO)
2023/24 Representative: Torey Alston

Children's Services Council of Broward County (CSC)
2023/24 Representative: **Debra Hixon**

Council of the Great City Schools
2023/24 Representative: **Dr. Allen Zeman**
Alternate: All Board Members

Early Learning Coalition of Broward County, Inc. (ELC)
2023/24 Representative: **Daniel Foganholi**
Alternate: Nora Rupert
Representative (Staff): Dr. Lori Canning

Florida School Board Association (FSBA) Advocacy Committee
2023/24 Representative: Nora Rupert
Alternate: Torey Alston

Florida School Boards Association, Inc. (FSBA)
2023/24 Representative: Nora Rupert
Alternate: Lori Alhadeff

Fort Lauderdale Chamber of Commerce
2023/24 Representative: Sarah Leonardi
Alternate: Torey Alston

Friends of Birch State Park, Inc.
2023/24 Representative(s): Sarah Leonardi

Greater Florida Consortium of School Boards
2023/24 Representative: Nora Rupert
Alternate: Debra Hixon

Greater Fort Lauderdale Alliance
2023/24 Representative*:* **Daniel Foganholi**
Alternate: **Dr. Allen Zeman**

Head Start/Early Head Start Program
2023/24 Representative**:** Debra Hixon
Alternate: Nora Rupert

Legal Services Committee
2023/24 Representatives(s): Lori Alhadeff, **Brenda Fam, Esq**., and Sarah Leonardi,

Legislative Liaison – Federal
2023/24 Representative(s): Brenda Fam Esq., Debra Hixon, Nora Rupert, and Dr. Allen Zeman,
Alternate(s): All Board Members

Legislative Liaison – State/Legislative Liaison
2023/24 Representative: Nora Rupert
Alternate(s): **Lori Alhadeff**, Brenda Fam, Esq., and Debra Hixon

Museum of Discovery & Science, Inc. (MODS)
2023/24 Representative: Debra Hixon
Alternate: Dr. Jeff Holness

Oversight Committee
2020/21 Representatives(s): Daniel Foganholi, Debra Hixon, and Dr. Jeff Holness

Seventeenth Judicial Circuit Family Law Advisory Group (FLAG)
2023/24 Representative: Brenda Fam, Esq.
Alternate: Lori Alhadeff

Take Stock in Children Leadership Council
2023/24 Representative: Daniel Foganholi
Alternate: Lori Alhadeff

United Way of Broward County Commission on Behavioral Health and Drug Prevention
2023/24 Representative: Sarah Leonardi
Alternate: Lori Alhadeff

A vote was taken on this item.

Adjournment This meeting was adjourned at 10:08 a.m.

/cj

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT

December 12, 2023
Tuesday, 8:45 a.m.

MINUTES OF REGULAR MEETING

The School Board of Broward County, Florida, met in special session at 8:46 a.m. in the Board Room of the Kathleen C. Wright Administrative Center, 600 Southeast Third Avenue, Fort Lauderdale, Florida. Present were: School Board Members Lori Alhadeff, Chair; Debra Hixon, Vice Chair; Torey Alston, Brenda Fam, Esq. (telephonically); Daniel Foganholi; Dr. Jeff Holness; Sarah Leonardi (telephonically); Nora Rupert; Dr. Allen Zeman; Dr. Peter B. Licata, Superintendent of Schools; and Marylin Batista, General Counsel.

Call to Order The Chair called the meeting to order and introduced the Marjorie Stoneman Douglas (MSD) High School Army JROTC Eagle Battalion who led the Pledge of Allegiance to the Flag of the United States of America and presented the colors. Jesse Jimenez performed the National Anthem. The MSD Band performed as well.

Minutes for Approval Motion was made by Mrs. Hixon, seconded by Dr. Zeman and carried, to approve the official Minutes for the following Board Meetings: Mrs. Fam and Mrs. Leonardi were absent for the vote. (7-0 vote)
•September 12, 2023 - Second Public Hearing - Budget
•September 19, 2023 - Special School Board Meeting
•October 3, 2023 - Special School Board Meeting
•October 17, 2023 - Regular School Board Meeting
•November 8, 2023 - Special - Expulsions

Added/Changed Items The Superintendent requested that the Board permit the following changes to the Agenda:
•Added: OO-27, OO-28
•Added Minutes: October 17, 2023, RSBM
•Added Speakers: Doug Green, Carolyn Krohn, Trudy Jermanovich, and Michael Rajner
•Added Session: Closed Door
•Added Information: B-2, C-2, PP-1
•Revised: H-3, AA-1, BB-1, OO-8, OO-16
•Withdrawn: GG-1, GG-2, OO-15

The Chair approved and accepted the proposed changes after being determined that good cause had been established for said changes.

Close Agenda Upon motion by Dr. Zeman, seconded by Mrs. Rupert and carried, the Agenda was approved and declared closed. Mrs. Fam and Mrs. Leonardi were absent for the vote. (7-0 vote)

Superintendent's Report Dr. Licata mentioned the informational grades "B" for the school districts across the state were released on December 11, 2023, which did not include learning gains. The district will do well once the learning gains are added. He stated past success combined with current success would produce an "A."

Committee Reports (9:30 a.m. or immediately following the H-3 Item)
The following reports were presented:
•Audit Committee – Nathalie Lynch Walsh, Chair
•Broward County Association of Student Councils and Student Advisor to the Board - Ava Havidic, Student Advisor
•Broward County Council PTAs/PTSAs – (Read)
•Broward Education Foundation – Shea Ciriago, President & CEO
•District Advisory Council – Chuck Harper, Chair
•Diversity Committee – Narnike Pierre-Grant, Chair
•Employee Unions/Groups - Ana Fusco, President BTU
•ESE Advisory Council – Jacqui Luscombe, Chair
•Facilities Task Force – Nathalie Lynch Walsh, Chair
•Gifted Advisory Council – Karla Figueroa, Chair
•Human Relations Committee – Nancy Fry, Interim Chair
•Technology Advisory Committee – Linda Ferrara, Chair

These reports may be viewed in their entirety at: https://www.browardschools.com/meetingagendas (Click on School Board Meeting December 12, 2023.)

Speakers
1. Doug Green
2. Carol Krohn
3. Trudy Jermanovich
4. Michael Rajner
5. Gabriel Quintero

IN MEMORIAM

Jude Hayes	Assistant Head Facilities Serv Fox Trail Elementary	Born: Deceased:	September 2, 1968 October 26, 2023

Consent Agenda Following identification of those items Board Members and members of the public indicated they would like considered separately, motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Consent Agenda for the remaining items **(identified by *)**. Mrs. Fam and Mrs. Leonardi were absent for the vote. (7-0 vote)

***** CONSENT AGENDA *****

ITEMS
Consent agenda items will be noted by a single letter, and open agenda items will be noted by double letters in accordance with Policy 1100A.

H. HUMAN RESOURCES & EQUITY (CONSENT)

***H-1. Instructional Appointments and Leaves 2023-2024 (Approved)**

Approved the instructional appointments, substitute teachers and instructional leaves of absence as listed on the attached lists respectively. All recommendations are made with the understanding that these individuals will comply with regulations/policies set forth by The Florida Department of Education and The School Board of Broward County, Florida. District-wide.

H-2. Instructional Separation of Employment or Discipline 2023-2024 (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve instructional separations of employment or termination/discipline as listed on the attached lists respectively. All recommendations are made with the understanding that these individuals will comply with the regulations/policies as set forth by The Florida Department of Education and The School Board of Broward County, Florida. District-wide. (9-0 vote)

A brief comment was made to congratulate the retirees.

A vote was taken on this item.

H-3. Non-Instructional Appointments and Leaves 2023-2024 (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve non-instructional appointments and non-instructional leaves of absence as listed on the attached lists respectively. District-wide. (9-0 vote)

The Chair received public comments.

An inquiry was made regarding the Chief Strategy & Innovation Officer's primary role, to close and repurpose schools, and the proposed $224,000 salary that could be set aside for something different.

<u>Substitute Motion</u> (Failed)
Motion was made by Mr. Alston, seconded by Mr. Foganholi, to move $224,000 to set aside salaries for teachers, administrators, instructional, and non- instructional staff as an initial set aside that the Board will begin to work on. Mrs. Alhadeff, Mrs. Hixon, Dr. Holness, Mrs. Leonardi, Mrs. Rupert, and Dr. Zeman voted no. (3-6 vote)

The Chair received public comments.

Discussion continued regarding the offsets of the reductions that had taken place; if the motion were to pass, what would happen to the $224,000; recommendation to set aside funds for restricted use; the motion would not cancel out the nomination or the item; not filling the position and the total compensation of $224,000 should be set aside for salaries; and the job description being previously debated and approved.

A vote was taken on the Substitute Motion (page 3).

A brief comment was made commending the Superintendent and staff for putting the amazing amount of work together; and inquired if the overall plan was to repurpose schools and look at charter school options.

A vote was taken on this item.

Following a vote on this item, newly appointed District personnel were recognized and congratulated by the Board.

H-4. Non-Instructional Separation of Employment or Discipline 2023-2024 (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve non-instructional separations of employment or termination/discipline as listed on the attached lists respectively. District-wide. (9-0 vote)

A brief comment was made to congratulate the retirees on their new journey.

A vote was taken on this item.

***H-5. Supplemental Pay Position 5 (Approved)**

Approved supplemental pay positions for the 2023-2024 school/fiscal year as listed on the attached lists respectively. District-wide.

A. ACADEMICS (CONSENT)

***A-1. School Advisory Council (SAC) 2023 - 2024 Membership (Approved)**

Approved the School Advisory Council (SAC) 2023-2024 membership for all district schools District-wide.

B. BOARD MEMBERS (CONSENT)

B-1. Proclamations Presented by School Board Member Daniel P. Foganholi (Received)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to receive the four proclamations presented by School Board Member Daniel P. Foganholi in the months of October and November. (Foganholi)
During the December 12, 2023, Regular School Board Meeting, Board Member Sarah Leonardi (District 5) co-sponsored this item from the dais.
Mrs. Fam voted no. (8-1 vote)

Board discussion included, but was not limited to, the reason why this item was presented to the Board; co-sponsorship opportunities; creating a process and notification to the Board; explained that a proclamation was a statement which was publicly announced and a resolution was an expression of the Board's opinion, will, or intent; and a suggestion to remove the item from the agenda because the partnership had already occurred.

Motion to Amend (Failed)
Motion was made by Mr. Alston, seconded by Mr. Foganholi, to remove this item (B-1) from the agenda. Mrs. Alhadeff, Mrs. Fam, Mrs. Hixon, Dr. Holness, Mrs. Leonardi, Mrs. Rupert, and Dr. Zeman voted no. (2-7 vote)

Discussion continued addressing proclamations and resolutions in Policy 1100A.

A vote was taken on the Motion to Amend.

Brief suggestions were made on how to advise the Board of the upcoming proclamations and for co-sponsorship.

Motion to Amend No Vote Taken)
Motion was made by Dr. Zeman, seconded by Mrs. Hixon to have the Chair approve proclamations where she/he believes that they carry unanimous consent of the Board and that those get transmitted to the Board appropriately.

A brief comment was made to have the proclamations sent to the Board Members to review for input or objection.

Substitute Motion (No Vote Taken)
Motion was made by Dr. Holness, seconded by Mrs. Hixon, to have the Chair and the Superintendent approve proclamations and simultaneously be sent to all Board Members for input or objection during the process.

Brief comments were made to have flexibility on the motion; and the need to share the proclamation for co-sponsorship without impacting the Chair's decision.

Substitute Motion (Carried)
Motion was made by Dr. Holness, seconded by Mrs. Hixon and carried, to notify all Board Members or be given a copy of the proclamation for co-sponsorship. Mrs. Fam voted no. (8-1 vote)

The General Counsel advised if there was a desire to co-sponsor, this would be by contacting the Office of the Chief of Staff; discussion around the sponsor, and co-sponsor to sign, and not constraining the Chair.

A vote was taken on the Substitute Motion.

A vote was taken on this item.

B-2. BCPS Partnership with Town of Southwest Ranches & South FL Wildlife Center (Approved as Amended)
Motion was made by Mr. Alston, seconded by Mrs. Rupert, to approve the Superintendent of Schools to work with the Town of Southwest Ranches and the South Florida Wildlife Center on a Partnership to utilize a portion of available land in the town for an educational purpose. (Alston) **This motion was superseded by a Motion to Amend**. (9-0 vote)

The Chair received public comments.

A brief comment was made regarding the potential partnership.

Motion to Amend (Carried)
Motion was made by Dr. Zeman, seconded by Mrs. Alhadeff and carried, to revise the requested action on the Agenda Request Form (ARF) to add the word "potential" in front of partnership, to read as follows:
Approve the Superintendent of Schools to work with the Town of Southwest Ranches and the South Florida Wildlife Center on a **potential** Partnership to utilize a portion of available land in the town for an educational purpose.
Mr. Alston, Mr. Foganholi, Mrs. Leonardi, Mrs. Rupert voted no. (5-4 vote)

A brief comment was made regarding the potential partnership.

A vote was taken on the Motion to Amend.

A vote was taken on this item as amended.

(Following a vote on this item, this meeting recessed for a closed-door session.)

C. CHIEF OF STAFF / OFFICE OF THE SUPERINTENDENT (CONSENT)

***C-1. Amended Administrative Complaint Kervin Dalencour (Adopted)**
Adopted the Superintendent's recommendation to suspend the teacher, Kervin Dalencour, for ten (10) days without pay, and transmit the matter to the Division of Administrative Hearings ("DOAH") if the employee timely requests a hearing. District 3.

C-2. Proposed 2024-2025 School/Personnel Calendar (Approved as Amended)
Motion was made by Mr. Alston, seconded by Dr. Zeman, to approve the School Board of Broward County, Florida Proposed 2024-2025 School/Personnel Calendar. District-wide. **This motion was superseded by Motions to Amend (pages 6 and 7)**. Mr. Alston, Mrs. Fam and Mrs. Leonardi were absent for the vote. Dr. Holness voted no. (5-1 vote)

The Board discussed the School/Personnel Calendar as follows:

Substitute Motion (Carried)
Motion was made by Mr. Alston, seconded by Mr. Foganholi and carried, to repurpose the early release days as stated to full instructional days. Mrs. Hixon, Dr. Holness, Mrs. Leonardi, and Mrs. Rupert voted no. (5-4 vote)

Board discussion included, but was not limited to, the number of early release days which would provide additional instructional time; to consider returning staff and students to schools earlier to complete the first semester before the start of winter break; teacher pre-planning days and student start date; the impact on the technical colleges; and returning the Board's suggestion to the Calendar Committee.

Second Substitute Motion (Withdrawn)
Motion was made by Mrs. Alhadeff, seconded by Mrs. Fam, to take the suggestion (from the previous substitute motion) and bring it back to the Calendar Committee.

Additional discussion was made regarding teacher planning days and how that time would be allocated; the need to schedule impact bargaining sessions; and the withdrawal of the second substitute motion.

A vote was taken on the Substitute Motion (page 6).

Motion to Amend (No Vote Taken)
Motion was made by Dr. Zeman, seconded by Mr. Foganholi, to start the 2024 – 2025 school year on August 12, 2024, end on June 4, 2025, and submit to the Calendar Committee for review.

Board discussion continued concerning the teachers and principals input; the start date of the school year; and the alignment of days of required instruction.

Motion to Table was made by acclamation of the Board, to table Agenda Item C-2 until later in the meeting.

(Following Agenda Item O-3, Agenda Item C-2 was brought back for discussion through a motion by Mrs. Rupert, seconded by Mr. Foganholi.)

Discussion included ending the first semester prior to the winter break and completing final exams by creating adjustments for this school year, returning to the Calendar Committee for school year 2024-2025; and the topic to be considered for school year 2026.

Second Motion to Amend (Carried)
Motion was made by Mrs. Alhadeff, seconded by Dr. Zeman and carried, to return to the Calendar Committee, the Board's recommendation to have teachers start school on August 5, 2024, students would start school on August 12, 2024 and the semester would end before the winter break.
Mr. Alston, Mrs. Fam and Mrs. Leonardi were absent for the vote. Dr. Holness voted no. (5-1 vote)

A vote was taken on the Second Motion to Amend.

A vote was taken on this item as amended.

E. SAFETY, SECURITY, & EMERGENCY PREPAREDNESS (CONSENT)

F. FINANCIAL MANAGEMENT (CONSENT)

***F-1. Surplus of Tangible Personal Property Ended August 31, 2023 (Approved)**
Approved the Surplus of Tangible Personal Property for the Period Ended August 31, 2023. District-wide.

***F-2. Surplus of Tangible Personal Property Ended September 30, 2023**
(Approved)

Approved the Surplus of Tangible Personal Property for the Period Ended September 30, 2023. District-wide.

F-3. Annual Comprehensive Financial Report for the year ended June 30, 2023
(Approved)

Motion was made by Dr. Zeman, second by Mrs. Rupert and carried, to approve the audited Annual Comprehensive Financial Report for the year ended June 30, 2023. District-wide. (9-0 vote)

Discussion included, but was not limited to, the Annual Comprehensive Financial Report, table 22 - indication of an increase in operating expenses with a decrease in enrollment in 2023; table 21 - the average teacher salary compared to the maximum teacher salary for 2023, and how did the salaries increased over the years; page 15 regarding the decrease of $27.2 million of the general fund balance due to providing 4% raises; as of June 30, 2023 the fund balance was $85.9 million; unassigned fund balance decreased; the Board had recently taken action on teachers' salaries; and the need to increase the 4.15% fund balance.

A vote was taken on this item.

F-4. Interim Financial Statements For The Period Ended September 30, 2023
(Approved)

Motion was made by Mrs. Rupert, seconded by Mr. Foganholi and carried, to approve the Interim Financial Statements for the Period Ended September 30, 2023. District-wide. (9-0 vote)

No discussion was held, and a vote was taken on this item.

G. GENERAL COUNSEL (CONSENT)

I. STUDENT SUPPORT INITIATIVES & RECOVERY (CONSENT)

J. CAPITAL PROGRAM (CONSENT)

J-1. First Amendment to Agreement of Sale and Purchase
(Approved as Amended)

Motion was made by Mr. Alston, seconded by Mrs. Rupert to approve the First Amendment to the Agreement of Sale and Purchase between The School Board of Broward County, Florida (SBBC) and the Urban League of Broward County, Florida (First Amendment to Agreement) District 5. **This motion was superseded by Motions to Amend (pages 9 and 10)**. Mrs. Fam voted no. (8-1 vote)

The Chair received public comments.

Board discussion included, but was not limited to, the process of how the Urban League was selected to purchase this property, and if the option was provided to multiple entities to acquire the highest possible price; a suggestion was made that 20% or more of the affordable housing to be offered to teachers and staff of Broward County Public Schools (BCPS) with teachers having the first option of at least half of the 20%; and the speed the Urban League would commit to.

Motion to Postpone (No Vote Taken)
Motion was made by Dr. Zeman, seconded by Dr. Holness, to postpone Agenda Item J-1 to the January 23, 2023, Regular School Board Meeting.

The Chair received public comments.

Additional discussion regarding sharing with the community and staff what affordable housing is, what it looks like, and why it is so important; the Urban League is known for providing affordable housing; and housing to be allocated specifically to BCPS employees.

Motion to Amend (Failed)
Motion was made by Mrs. Alhadeff, seconded by Dr. Zeman, to have 75% of the housing to be allocated to Broward County Public School employees.
Mr. Alston, Mrs. Fam, Mrs. Hixon, Dr. Holness, Mrs. Leonardi, Mrs. Rupert, and Dr. Zeman voted no. (2-7 vote)

The Chair received public comments.

Board discussion continued with thanking and appreciating the Urban League for what they have done; the percentage of housing to also be allocated for non-instructional as well as instructional staff; an inquiry regarding the number of units that would be built and what percentage would be affordable housing for teachers; and granting an extension for 90 days.

Second Motion to Amend (Failed)
Motion was made by Dr. Holness, seconded by Mrs. Hixon, to provide a one (1) ninety (90) day extension. (Amending the First Amendment to Agreement of Sale and Purchase, Paragraph 2 by striking ”additional three (3)”). (The intent of the motion was to have conversations on the percentages of teachers to be able to use the housing.) Mrs. Alhadeff, Mr. Alston, Mrs. Fam, Mr. Foganholi, Mrs. Hixon, Mrs. Leonardi, and Mrs. Rupert voted no. (2-7 vote)

The Chair received public comments.

Discussion continued regarding if there was an agreement from the district and the Urban League on timing, to move the project forward.

A vote was taken on the Second Motion to Amend.

Discussion continued on the motion to amend regarding the 75% housing allocation; having communications with the Urban League about the plan direction for the site, and a mutual agreement between both parties regarding a housing element for district employees;

A vote was taken on the Motion to Amend (page 9).

Motion to Amend (Carried)
Motion was made by Mrs. Hixon, seconded by Mr. Alston and carried, to provide a three (3) ninety (90) day extension with a contingency that in 90 days, the Urban League would return to the Board (at a Board meeting) with a plan that includes a percentage of how many of those units will go to employees of Broward County Public Schools. Mrs. Fam voted no. (8-1 vote)

A vote was taken on the Motion to Amend.

A vote was taken on this item as amended.

L. COMMUNICATIONS & LEGISLATIVE AFFAIRS (CONSENT)

O. STRATEGY & OPERATIONS (CONSENT)

*O-1. Pre-Qualification of Contractors - Superintendent's Recommendation (Approved)

Approved the recommendation of the Qualification, Selection, and Evaluation Committee (QSEC); QSEC Meeting Date: November 16, 2023; Recommended Firms: Twenty-nine firms representing thirty-four licenses are recommended to be re-certified; One firm is recommended to increase their limits; Automatic Revocations: Six firms representing seven licenses; Small/Minority/Women Business Enterprise Vendor(s): Seventy-two; District-wide.

O-2. FY 23-34 Revised Opening and Closing School Bell Times (Regular Term) (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve FY 23-24 Revised Opening and Closing School Bell Times (Regular Term). District-wide. (9-0 vote)

A brief comment was made regarding having innovative ideas centered around school start times.

A vote was taken on this item.

O-3. RFP-FY20-007 - Before/After School Childcare, Summer/Non-School Day Prog. (This is a Companion Item to OO-24.) (Approved)

Motion was made by Mrs. Rupert, seconded by Mr. Foganholi and carried, to approve the Partial Termination of Agreements for the Request for Proposal (RFP); Original Contract Term: September 1, 2023 through August 31, 2024; Award Amount: None; Awarded Vendor(s): Nineteen, See Executive Summary; Awarded Vendors for Termination; Contract Term: September 1, 2023 through December 12, 2023; Awarded Vendors for Continuation of Agreements; Contract Term: September 1, 2023 through August 31, 2024; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide. (9-0 vote)

A brief comment was made to compliment the staff for being fully engaged in doing all the right things.

A vote was taken on this item.

S. SCHOOLS (LEARNING COMMUNITIES) (CONSENT)

T. INFORMATION TECHNOLOGY (CONSENT)

***** END OF CONSENT AGENDA *****

***** REGULAR/OPEN AGENDA *****

HH. HUMAN RESOURCES & EQUITY (OPEN) AA. ACADEMICS (OPEN)

AA-1. Head Start Corrective Action Plan (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve Head Start Corrective Action Plan. District-wide. Mr. Alston was absent for the vote. (8-0 vote)

Agenda Items AA-1, AA-2, BB-3 through BB-9, JJ-3 through JJ-5, and JJ-8 were moved concurrently.

No discussion was held, and a vote was taken on these items.

AA-2. Amended Head Start Corrective Action Plan (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Amended Head Start Corrective Action Plan. District-wide. Mr. Alston was absent for the vote. (8-0 vote)

Agenda Items AA-1, AA-2, BB-3 through BB-9, JJ-3 through JJ-5, and JJ-8 were moved concurrently.

No discussion was held, and a vote was taken on these items.

BB. BOARD MEMBERS (OPEN)

BB-1. Evening Board Meeting Request (Not Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve to have Board meetings take place in the evenings for every fourth School Board Meeting. (Fam)
The Office of the Deputy Superintendent, Chief of Staff received a request from the District 2 Board Member – Torey Alston, to co-sponsor this item.
Mrs. Alhadeff, Mrs. Hixon, Dr. Holness, Mrs. Rupert, and Dr. Zeman voted no. (4-5 vote)

The Chair received public comments.

Board discussion included, but was not limited to, the structure of the evening meetings to accommodate the public; clarification if this item included workshops; the source of the offsetting savings to reduce the budget; the possibility of adjusting the start time for the employees working the evening meetings; review ways to have this be cost neutral; and the number of evening meetings to be considered.

Motion to Amend (Died due to a lack of second.)
Motion was made by Dr. Holness to have evening meetings every 4th Regular School Board meeting to begin no later than 2:00 p.m. and end no later than 8:00 p.m.

A vote was taken on this item.

BB-2. Recommended Revisions to the 2023-2024 Calendar of Board Meetings (Approved as Amended)

Motion was made by Mrs. Hixon, seconded by Dr. Holness and carried, to approve the recommended revisions to the 2023-2024 Calendar of Board Meetings. (Alhadeff) **This motion was superseded by Motions to Amend (pages 12 and 13)**. (9-0 vote)

A comment was made to conduct two evening Regular School Board meetings.

Motion to Amend (Carried)
Motion was made by Mrs. Hixon, seconded by Dr. Holness and carried, to have the evening meetings start no earlier than 2:00 p.m. and a hard stop at 8:00 p.m. Mr. Alston voted no. (8-1 vote)

The Chair received public comments.

Board discussion continued regarding the intentions of the evening meetings; and the adjustment of the start time.

Substitute Motion to Amend (Died due to a lack of second)
Motion was made by Mrs. Fam to have the evening Regular School Board meeting to start at 5:00 p.m. and end at 9:30 p.m.

Discussion continued regarding adjusting the start time of the evening meetings.

A vote was taken on the Motion to Amend.

Second Motion to Amend (Carried)
Motion was made by Mrs. Rupert, seconded by Dr. Zeman and carried, to conduct the evening Regular School Board Meetings for February 21, 2024 and August 21, 2024 at the Kathleen C. Wright (KCW) Building. (9-0 vote)

A vote was taken on the Second Motion to Amend.

A vote was taken on this item as amended.

BB-3. Board Member Lori Alhadeff to attend Rally to Tally, FSBA and Broward Days (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve School Board confirmation that Mrs. Alhadeff's travel to attend these events January 15 to January 18, 2024 is for official School Board business and that it complies with the rules of the State Board of Education. (Alhadeff) Mr. Alston was absent for the vote. (8-0 vote)

Agenda Items AA-1, AA-2, BB-3 through BB-9, JJ-3 through JJ-5, and JJ-8 were moved concurrently.

No discussion was held, and a vote was taken on these items.

BB-4. Board Member Daniel Foganholi to attend Rally to Tally and Broward Days (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve that School Board member Daniel Foganholi's travel to attend Broward Days and Rally to Tally in Tallahassee, Florida from January 16, 2023 through January 18, 2023 is for official School Board business and that it complies with the rules of the State Board of Education. (Foganholi) Mr. Alston was absent for the vote. (8-0 vote)

Agenda Items AA-1, AA-2, BB-3 through BB-9, JJ-3 through JJ-5, and JJ-8 were moved concurrently.

No discussion was held, and a vote was taken on these items.

BB-5. Board Member Dr. Allen Zeman's travel to attend Broward Days/Rally to Tally. (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve School Board member Dr. Allen Zeman's travel to attend Broward Days/Rally to Tally from January 16- January 18, 2024 for official School Board business and that it complies with the rules of the State Board of Education. (Zeman) Mr. Alston was absent for the vote. (8-0 vote)

Agenda Items AA-1, AA-2, BB-3 through BB-9, JJ-3 through JJ-5, and JJ-8 were moved concurrently.

No discussion was held, and a vote was taken on these items.

BB-6. Board Member Torey Alston to attend Broward Days and Rally to Tally (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve School Board member Torey Alston's travel to attend Broward Days and Rally to Tally from January 16 to January 18, 2024, for official School Board business and that it complies with the rules of the State Board of Education. (Alston) Mr. Alston was absent for the vote. (8-0 vote)

Agenda Items AA-1, AA-2, BB-3 through BB-9, JJ-3 through JJ-5, and JJ-8 were moved concurrently.

No discussion was held, and a vote was taken on these items.

BB-7. Board Member Nora Rupert to attend Broward Days/FSBA/Rally to Tally (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve School Board Member Nora Rupert's travel to attend Broward Days/FSBA/Rally to Tally from January 15 to January 19, 2024 for official School Board business that complies with the rules of the State Board of Education. (Rupert) Mr. Alston was absent for the vote. (8-0 vote)

Agenda Items AA-1, AA-2, BB-3 through BB-9, JJ-3 through JJ-5, and JJ-8 were moved concurrently.

No discussion was held, and a vote was taken on these items.

BB-8. Board Member Fam to attend Broward Days and Rally to Tally (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve Mrs. Fam's travel to attend Broward Days and Rally to Tally from January 15 to January 19, 2024 that is for official School Board business and which complies with the rules of the State Board of Education (Fam)
Mr. Alston was absent for the vote. (8-0 vote)

Agenda Items AA-1, AA-2, BB-3 through BB-9, JJ-3 through JJ-5, and JJ-8 were moved concurrently.

No discussion was held, and a vote was taken on these items.

BB-9. Board Member Jeff Holness to attend Broward Days, Rally to Tally and FSBA (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve that School Board Member Jeff Holness' travel to attend these events January 16 to January 19, 2023, is for Official School Board business and that it complies with the rules of the State Board of Education. (Holness) Mr. Alston was absent for the vote. (8-0 vote)

Agenda Items AA-1, AA-2, BB-3 through BB-9, JJ-3 through JJ-5, and JJ-8 were moved concurrently.

No discussion was held, and a vote was taken on these items.

CC. CHIEF OF STAFF / OFFICE OF THE SUPERINTENDENT (OPEN)

DD. CHIEF AUDITOR (OPEN)

EE. SAFETY, SECURITY, & EMERGENCY PREPAREDNESS (OPEN)

FF. FINANCIAL MANAGEMENT (OPEN)

GG. GENERAL COUNSEL (OPEN)

GG-1. Special Counsel Services Agreement - The Kendrick Law Firm (Withdrawn)

GG-2. Special Counsel Services Agreement - Soto Law Group, P.A. (Withdrawn)

II. STUDENT SUPPORT INITIATIVES & RECOVERY (OPEN)

JJ. CAPITAL PROGRAM (OPEN)

JJ-1. Change Order #1 - Boulevard Heights ES (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve Change Order #1 in the amount of $35,738.76 and 48 days added to the contract duration for Boulevard Heights Elementary School, Project No. P.002065, District 1. Mrs. Alhadeff was for absent for the vote. (8-0 vote)

(Vice Chair assumed the seat as Chair.)

A comment was made pertaining to the final decision for the construction change orders under $100,000 to be reported to the School Board weekly by the Superintendent.

Motion (Carried)
Motion was made by Dr. Zeman, seconded by Dr. Holness and carried, to initiate the rule-making process for change orders. Mrs. Alhadeff was absent for the vote. (8-0 vote)

Discussion continued regarding the time that would be saved for change orders not presented to the Board.

A vote was taken on the Motion.

A vote was taken on this item.

JJ-2. Change Order #2 - Lloyd Estates ES (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve Change Order #2 in the amount of $58,947 and no days added to the contract duration for Lloyd Estates Elementary School, Project No. P.001824, District 3. Mrs. Alhadeff was absent for the vote. (8-0 vote)

A brief comment was made, and a vote was taken on this item.

JJ-3. Change Order #6 - South Broward HS (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve change Order #6 in the amount of $16,070 for South Broward High School, Project No. P.001838, District 1. Mr. Alston was absent for the vote. (8-0 vote)

Agenda Items AA-1, AA-2, BB-3 through BB-9, JJ-3 through JJ-5, and JJ-8 were moved concurrently.

No discussion was held, and a vote was taken on these items.

JJ-4. Change Order #10 - Fairway ES (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve change Order #10 in the amount of $11,404 and 141 days added to the contract duration for Fairway Elementary School, Project No. P.001785, District 2. Mr. Alston was absent for the vote. (8-0 vote)

Agenda Items AA-1, AA-2, BB-3 through BB-9, JJ-3 through JJ-5, and JJ-8 were moved concurrently.

No discussion was held, and a vote was taken on these items.

JJ-5. Change Order #11 - Gulfstream ELC (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve change Order #11 in the amount of $57,406 and no days added to the contract duration for Gulfstream Early Learning Center, Project No. P.002055, District 1. Mr. Alston was absent for the vote. (8-0 vote)

Agenda Items AA-1, AA-2, BB-3 through BB-9, JJ-3 through JJ-5, and JJ-8 were moved concurrently.

No discussion was held, and a vote was taken on these items.

JJ-6. Construction Bid Recommendation - Lauderdale Manors ELC (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Construction Agreement with Cosugas, LLC, valued at $4,000,000 and requiring $1,889,500 of additional funding, for the construction of the SMART Program Renovations at Lauderdale Manors Early Learning and Resource Center, Project No. P.001635, ITB FY24-174, District 5.
Mrs. Alhadeff was absent for the vote. (8-0 vote)

An inquiry was made concerning the request for additional funding. Staff stated the additional funding was identified as a SMART requirement in 2014.

A vote was taken on this item.

JJ-7. Additional Funding Request - Atlantic West ES (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the additional funding request of $510,561 for Atlantic West Elementary School, Project No. P.002810, District 7. (9-0 vote)

A brief comment was made in support of this item.

A vote was taken on this item.

(The Chair returned and assumed her seat on the dais.)

JJ-8. Additional Funding Request - Eagle Point ES (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the additional funding request of $1,935,000 for Eagle Point Elementary School, Project No. P.001746, District 6. Mr. Alston was absent for the vote. (8-0 vote)

Agenda Items AA-1, AA-2, BB-3 through BB-9, JJ-3 through JJ-5, and JJ-8 were moved concurrently.

No discussion was held, and a vote was taken on these items.

JJ-9. Additional Funding Request - Lauderhill 6-12 (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the additional funding request of $4,965,500 for Lauderhill 6-12 STEM-MED Magnet School, Project No. P.001801, District 5. Mrs. Hixon was absent for the vote. (8-0 vote)

Board discussion included an inquiry concerning the carveout amounts; the reason for the additional funding request was to complete the remaining scope of the work; and the impact on Lauderhill 6-12 if the item was not approved.

A vote was taken on this item.

JJ-10. Final Acceptance and Release of Retainage - Coral Glades HS (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Final Acceptance and Release of Retainage - Coral Glades High School, Project No. P.002080, District 4. Mrs. Hixon was absent for the vote. (8-0 vote)

Agenda Items JJ-10 through JJ-13, OO-1, OO-4 through OO-14, OO-16 through OO-20, OO-22 through OO-25, OO-27, and RR-1 were moved and discussed concurrently.

Credit was given to the "All County Honor Music Concert Series" (JJ-13) for having amazing concerts.

A vote was taken on these items.

JJ-11. Final Acceptance and Release of Retainage - Hollywood Central ES (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve a time extension of 55 days to Substantial Completion, approve a time extension of 257 days between Substantial and Final Completion, and approve the Final Acceptance and Release of Retainage - Hollywood Central Elementary School, Project No. P.001983, District 1. Mrs. Hixon was absent for the vote. (8-0 vote)

Agenda Items JJ-10 through JJ-13, OO-1, OO-4 through OO-14, OO-16 through OO-20, OO-22 through OO-25, OO-27, and RR-1 were moved and discussed concurrently.

A vote was taken on these items.

JJ-12. Final Acceptance and Release of Retainage - Rock Island ES (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Final Acceptance and Release of Retainage - Rock Island Elementary School, Project No. P.001950, District 5. Mrs. Hixon was absent for the vote. (8-0 vote)

Agenda Items JJ-10 through JJ-13, OO-1, OO-4 through OO-14, OO-16 through OO-20, OO-22 through OO-25, OO-27, and RR-1 were moved and discussed concurrently.

A vote was taken on these items.

JJ-13. All County Honor Music Concert Series at Coral Springs Center for the Arts (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Contract For Use of Facilities between The School Board of Broward County, Florida (SBBC) and the City of Coral Springs, Florida (City) for the use of the Coral Springs Center for the Arts to host the Broward All County Honor Music Concert Series. District-wide. Mrs. Hixon was absent for the vote. (8-0 vote)

Agenda Items JJ-10 through JJ-13, OO-1, OO-4 through OO-14, OO-16 through OO-20, OO-22 through OO-25, OO-27, and RR-1 were moved and discussed concurrently.

A vote was taken on these items.

LL. COMMUNICATIONS & LEGISLATIVE AFFAIRS (OPEN)

OO. STRATEGY & OPERATIONS (OPEN)

OO-1. Grant Applications - Pre & Post-Submission (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Submission of the following grant applications and awards. District-wide. Mrs. Hixon was absent for the vote. (8-0 vote)

Agenda Items JJ-10 through JJ-13, OO-1, OO-4 through OO-14, OO-16 through OO-20, OO-22 through OO-25, OO-27, and RR-1 were moved and discussed concurrently.

A vote was taken on these items.

OO-2. AGR24-265 - Outsourcing IRS 1095-W2 Printing and Distribution (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Agreement; Contract Term: December 12, 2023 through December 11, 2024; Award Amount: $41,000; Awarded Vendor: Billing Document Specialists (BDS) for printing and distributing IRS Forms W2 and 1095; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide. Mrs. Alhadeff voted no. (8-1 vote)

A brief inquiry was made, and a vote was taken on this item.

OO-3. FY20-100 - Emergency Preparedness Technology and Training (Approved)

Motion was made by Mrs. Rupert, seconded by Mrs. Hixon and carried, to approve the Third Amendment to the Agreement; Contract Term: December 11, 2019, through December 14, 2024; Additional Spending Authority: $55,250; New Total Award Amount: $572,250; Awarded Vendor: Navigate360, LLC.; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide. (9-0 vote)

A brief inquiry was made if the funding from House Bill 301 could be used to help fund the mapping system in this item.

A vote was taken on this item.

OO-4. FY22-045 - Grounds Maintenance Services (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Additional Spending Authority for the Invitation to Bid (ITB); Original Contract Term: August 1, 2021 through July 31, 2024; Additional Spending Authority: $1,588,000; New Total Award Amount: $7,390,500; Awarded Vendor: Green Horizon Services, Inc.; Small/Minority/Women Business Enterprise Vendor: Green Horizon Services, Inc.; District-wide. Mrs. Hixon was absent for the vote. (8-0 vote)

Agenda Items JJ-10 through JJ-13, OO-1, OO-4 through OO-14, OO-16 through OO-20, OO-22 through OO-25, OO-27, and RR-1 were moved and discussed concurrently.

A vote was taken on these items.

OO-5. ITB-FY24-178-1 - School Reviews and Reputation Management (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Award of the Invitation to Bid (ITB): Contract Term: December 12, 2023 through December 11, 2026, with an option for two additional one-year renewal periods; Award Amount: $297,000; Awarded Vendor(s): Niche.com, Inc.; Small Minority/Women Business Enterprise Vendor(s): None; District-wide. Mrs. Hixon was absent for the vote. (8-0 vote)

Agenda Items JJ-10 through JJ-13, OO-1, OO-4 through OO-14, OO-16 through OO-20, OO-22 through OO-25, OO-27, and RR-1 were moved and discussed concurrently.

A vote was taken on these items.

OO-6. FY23-275 - Psychological Assessment Scoring (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Agreement; Contract Term: December 12, 2023 through December 11, 2024, with an option for two additional one-year renewal periods; Award Amount: $15,000; Awarded Vendor: Psychological Assessment Resources, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide. Mrs. Hixon was absent for the vote. (8-0 vote)

Agenda Items JJ-10 through JJ-13, OO-1, OO-4 through OO-14, OO-16 through OO-20, OO-22 through OO-25, OO-27, and RR-1 were moved and discussed concurrently.

A vote was taken on these items.

OO-7. FY24-060 - LPG Propane Supply, Fueling & Dispensing (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Piggyback Agreement with AmeriGas, L.P.; Contract Term: December 12, 2023 through January 5, 2026; Awarded Vendor: AmeriGas, L.P.; Award Amount: $6,250,000; Small Minority/Women Business Enterprise Vendor(s): None; District-wide. Mrs. Hixon was absent for the vote. (8-0 vote)

Agenda Items JJ-10 through JJ-13, OO-1, OO-4 through OO-14, OO-16 through OO-20, OO-22 through OO-25, OO-27, and RR-1 were moved and discussed concurrently.

A vote was taken on these items.

OO-8. FY24-166 - Case Management and Database (FCP and EAP) (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Agreement; Contract Term: December 12, 2023 through October 31, 2026, with an option for two additional one-year renewal periods; Award Amount: $599,578; Awarded Vendor: Eccovia, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide. Mrs. Hixon was absent for the vote. (8-0 vote)

Agenda Items JJ-10 through JJ-13, OO-1, OO-4 through OO-14, OO-16 through OO-20, OO-22 through OO-25, OO-27, and RR-1 were moved and discussed concurrently.

A vote was taken on these items.

OO-9. ITB-19-055N – Athletic & Physical Education Supplies/Equip/Uniforms & Shirts (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the ninety-day extension and Additional Spending Authority for Invitation to Bid (ITB)-19-055N- Athletic & Physical Education Supplies; Original Contract Term: December 1, 2018 through December 31, 2023; Extended Contract Term: January 1, 2024 through March 30, 2024; Additional Spending Authority: $392,000; New Total Award Amount: $5,937,632.39; Awarded Vendors: Fifteen, See Executive Summary; S/M/WBE Vendor(s): Sharp Marketing, LLC; The Player's Connection of Florida; District-wide. Mrs. Hixon was absent for the vote. (8-0 vote)

Agenda Items JJ-10 through JJ-13, OO-1, OO-4 through OO-14, OO-16 through OO-20, OO-22 through OO-25, OO-27, and RR-1 were moved and discussed concurrently.

A vote was taken on these items.

OO-10. ITB-FY20-014 - Mainline Foods and Distribution Services (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve Additional Spending Authority for the Invitation to Bid (ITB); Contract Term: July 1, 2019 through June 30, 2024; Additional Spending Authority: $14,652,245; New Total Award Amount: $130,752,245; Awarded Vendor: US Foods, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None; District- wide. Mrs. Hixon was absent for the vote. (8-0 vote)

Agenda Items JJ-10 through JJ-13, OO-1, OO-4 through OO-14, OO-16 through OO-20, OO-22 through OO-25, OO-27, and RR-1 were moved and discussed concurrently.

A vote was taken on these items.

OO-11. ITB-FY21-114 - Elevators, Escalators, & Moving Walks with Related Equipment (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Additional Spending Authority for the Invitation to Bid (ITB); Contract Term: June 23, 2020 through June 30, 2025; Additional Spending Authority: $2,000,000; New Total Award Amount: $6,267,000; Awarded Vendor: TK Elevator Corporation; Small/Minority/Women Business Enterprise Vendor(s): None; District- wide. Mrs. Hixon was absent for the vote. (8-0 vote)

Agenda Items JJ-10 through JJ-13, OO-1, OO-4 through OO-14, OO-16 through OO-20, OO-22 through OO-25, OO-27, and RR-1 were moved and discussed concurrently.

A vote was taken on these items.

OO-12. ITB-FY22-047 - Refuse Services, Roll-Off Services (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Additional Spending Authority for the Invitation to Bid (ITB); Contract Term: August 1, 2021 through July 31, 2024; Additional Spending Authority: $94,000; New Total Award Amount: $250,000; Awarded Vendor: A.J. Panzarella, LLC; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide. Mrs. Hixon was absent for the vote. (8-0 vote)

Agenda Items JJ-10 through JJ-13, OO-1, OO-4 through OO-14, OO-16 through OO-20, OO-22 through OO-25, OO-27, and RR-1 were moved and discussed concurrently.

A vote was taken on these items.

OO-13. ITB-FY22-113 - Can Liners and Compactor Bags (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve additional Spending Authority for the Invitation to Bid (ITB); Contract Term: January 1, 2022 through December 31, 2025, with an option for two additional one-year renewal periods; Additional Spending Authority: $1,217,313; New Total Award Amount: $2,390,513; Awarded Vendors: All American Poly Corp; Central Poly-Bag and Interboro Packaging Corporation; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide. Mrs. Hixon was absent for the vote. (8-0 vote)

Agenda Items JJ-10 through JJ-13, OO-1, OO-4 through OO-14, OO-16 through OO-20, OO-22 through OO-25, OO-27, and RR-1 were moved and discussed concurrently.

A vote was taken on these items.

OO-14. ITB24-210 - Fans & Accessories (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Award of the Invitation to Bid (ITB); Contract Term: January 1, 2024 through December 31, 2026, with an option for two additional one-year renewal periods; Award Amount: $1,095,000; Awarded Vendor(s): Blizzard Air Conditioning, LLC; C. Steward & Associates, Inc.; Condo Electric Industrial Supply, Inc.; Economic Electric Motors, Inc.; GDR Acquisitions, LLC d/b/a Cors- Air; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide. Mrs. Hixon was absent for the vote. (8-0 vote)

Agenda Items JJ-10 through JJ-13, OO-1, OO-4 through OO-14, OO-16 through OO-20, OO-22 through OO-25, OO-27, and RR-1 were moved and discussed concurrently.

A vote was taken on these items.

OO-15. ITB-FY24-214 - Purchase and Repair of New and Used Golf Cart (Withdrawn)

OO-16. ITB24-221 - Hydraulic Lifts Equipment & Repair Services (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Award of the Invitation to Bid (ITB); Contract Term: January 18, 2024 through January 17, 2027, with an option for two additional one-year renewal periods; Award Amount: $200,000; Awarded Vendor(s): Material Handling Systems, Inc.; National Lift Truck Service, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide. Mrs. Hixon was absent for the vote. (8-0 vote)

Agenda Items JJ-10 through JJ-13, OO-1, OO-4 through OO-14, OO-16 through OO-20, OO-22 through OO-25, OO-27, and RR-1 were moved and discussed concurrently.

A vote was taken on these items.

OO-17. ITB24-238 -Touchscreen Computer, Cash Drawers, Keypads, and Scanner (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Award of the Invitation to Bid (ITB); Contract Term: January 1, 2024 through December 31, 2025, two years with an option for three additional one-year renewal periods; Award Amount: $37,016.88; Awarded Vendor(s): Broadway Typewriter Company Inc. d/b/a Avery Jones Educational Solutions; TekVisions, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide. Mrs. Hixon was absent for the vote. (8-0 vote)

Agenda Items JJ-10 through JJ-13, OO-1, OO-4 through OO-14, OO-16 through OO-20, OO-22 through OO-25, OO-27, and RR-1 were moved and discussed concurrently.

A vote was taken on these items.

OO-18. RFP-19-010V - Travel Agency & Tour Operation Services (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Contract Extension and Additional Spending Authority for the Request for Proposal (RFP): New Contract Term: January 1, 2024 through June 29, 2024; Award Amount: $215,000 Awarded Vendor(s): Nine; Small/Minority/Women Business Enterprise Vendor(s): Flamingo Educational Tours of Florida, Inc.; Florida Safari Adventures, Inc. d/b/a Build a Field Trip; District-wide. Mrs. Hixon was absent for the vote. (8-0 vote)

Agenda Items JJ-10 through JJ-13, OO-1, OO-4 through OO-14, OO-16 through OO-20, OO-22 through OO-25, OO-27, and RR-1 were moved and discussed concurrently.

A vote was taken on these items.

OO-19. RFP-FY22-026 - Building Codes Supplemental Services (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the First Amendment for the Agreement; Contract Term: October 12, 2021 through October 12, 2024, with two additional one-year renewal period(s) remaining; Award Amount: $11,100,000; Awarded Vendor(s): C.A.P. Government, Inc.; NOVA Engineering and Environmental, LLC; GFA International, Inc. d/b/a Universal Engineering Sciences; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide. Mrs. Hixon was absent for the vote. (8-0 vote)

Agenda Items JJ-10 through JJ-13, OO-1, OO-4 through OO-14, OO-16 through OO-20, OO-22 through OO-25, OO-27, and RR-1 were moved and discussed concurrently.

A vote was taken on these items.

OO-20. RFP-FY22-121 – Miscellaneous Environmental Consulting Services (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve Additional Spending Authority for the Invitation to Bid (ITB); Contract Term: December 1, 2021, through November 30, 2024; Additional Spending Authority: $818,000; New Total Award Amount: $2,530,000; Awarded Vendor(s); Eight, see Executive Summary; Small/Minority/Women Business Enterprise Vendor(s): EBS Engineering, Inc.; District-wide. Mrs. Hixon was absent for the vote. (8-0 vote)

Agenda Items JJ-10 through JJ-13, OO-1, OO-4 through OO-14, OO-16 through OO-20, OO-22 through OO-25, OO-27, and RR-1 were moved and discussed concurrently.

A vote was taken on these items.

OO-21. RFP-FY22-204 - Caps, Gowns, Announcements & Diplomas
(Approved as Amended)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert, to approve Additional Spending Authority for the Request for Proposal (RFP); Contract Term: January 26, 2022 through December 31, 2024; Additional Spending Authority: $215,000; New Total Award Amount: $515,000; Awarded Vendor: Jostens, Inc.; Small Minority/Women Business Enterprise Vendor(s): None; District- wide. **This motion was superseded by a Motion to Amend**. (9-0 vote)

A comment was made regarding having one vendor, and the need to open it up for other vendors to have competitive pricing for next year.

Motion to Amend (Carried)
Motion was made by Dr. Zeman, seconded by Mr. Alston and carried, to pass Agenda Item OO-21 subject to a report by July 1, 2024 on the acquisition strategy for the following school year. Mrs. Hixon voted no. (8-1 vote)

A vote was taken on the Motion to Amend.

A vote was taken on this item as amended.

OO-22. RFP-FY24-001 - Bond and Special Tax Counsel Services (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Agreement for the Request for Proposal (RFP); Contract Term: December 28, 2023 through December 31, 2028; Award Amount: $1,500,000; Awarded Vendor: Greenberg Traurig, PA; Small/Minority/Women Business Enterprise Vendor: None; District-wide. Mrs. Hixon was absent for the vote. (8-0 vote)

Agenda Items JJ-10 through JJ-13, OO-1, OO-4 through OO-14, OO-16 through OO-20, OO-22 through OO-25, OO-27, and RR-1 were moved and discussed concurrently.

A vote was taken on these items.

OO-23. RFP-FY24-002 - Financial Advisory Consultant Services (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Agreement for the Request for Proposal (RFP); Contract Term: December 28, 2023 through December 31, 2028; Award Amount: $1,100,000; Awarded Vendor: PFM Financial Advisors, LLC; Small/Minority/Women Business Enterprise Vendor: None; District-wide. Mrs. Hixon was absent for the vote. (8-0 vote)

Agenda Items JJ-10 through JJ-13, OO-1, OO-4 through OO-14, OO-16 through OO-20, OO-22 through OO-25, OO-27, and RR-1 were moved and discussed concurrently.

A vote was taken on these items.

OO-24. RFP-FY24-011 - Before/After School Childcare, Summer/Non-School Day Prog. (This is a Companion Item to O-3.) (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the sixteen Agreements between The School Board of Broward County, Florida (SBBC), and the Awarded Vendor(s) for RFP-FY24-011; Awarded Vendor(s): Fifteen, See Executive Summary; The Agreement term for these vendors shall be December 12, 2023 through the last day of summer before the start of the 2026-2027 school year as approved by the appropriate School Calendar. Award Amount: Income; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide. Mrs. Hixon was absent for the vote. (8-0 vote)

Agenda Items JJ-10 through JJ-13, OO-1, OO-4 through OO-14, OO-16 through OO-20, OO-22 through OO-25, OO-27, and RR-1 were moved and discussed concurrently.

A vote was taken on these items.

OO-25. RFP-FY24-035 - Student Psychiatric Services (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the Request for Proposal (RFP); Contract Term: December 28, 2023 through December 27, 2026, with an option for two additional one-year renewal periods; Award Amount: $1,584,000; Awarded Vendor: Nyrma N. Ortiz, P.A.; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide. Mrs. Hixon was absent for the vote. (8-0 vote)

Agenda Items JJ-10 through JJ-13, OO-1, OO-4 through OO-14, OO-16 through OO-20, OO-22 through OO-25, OO-27, and RR-1 were moved and discussed concurrently.

A vote was taken on these items.

OO-26. RFQ-FY20-183 - Continuing Contract for MEP Services (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the First Amendment to the Request for Qualification (RFQ) Agreement between The School Board of Broward County, Florida, and Hammond & Associates, Inc. increasing the individual contract limits per vendor to $6,000,000; Contract Term: June 15, 2021 through June 14, 2024; Awarded Vendors: RGD & Associates, Inc.; MEP Engineering, Inc.; DTM Tech, Inc.; Hammond & Associates, Inc.; S/M/WBE Vendor(s): RGD & Associates, Inc.; MEP Engineering, Inc.; DTM Tech, Inc.; Hammond & Associates, Inc.; District-wide. (9-0 vote)

A brief comment was made, and a vote was taken on this item.

OO-27. RFP-FY21-154 - Property and Casualty Insurance Brokerage Services (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve First Amendment to the Agreement, Renewal, and Additional Spending Authority for the Request for Proposal (RFP); Contract Term: May 16, 2024 through May 15, 2025; Additional Spending Authority: $29,847,884; New Total Award Amount: $82,634,496; Awarded Vendor: Arthur J. Gallagher Risk Management Services, LLC; Small Minority/Women Business Enterprise Vendor(s): None; District-wide. Mrs. Hixon was absent for the vote. (8-0 vote)

Agenda Items JJ-10 through JJ-13, OO-1, OO-4 through OO-14, OO-16 through OO-20, OO-22 through OO-25, OO-27, and RR-1 were moved and discussed concurrently.

A vote was taken on these items.

OO-28. RFP-FY24-043 - School Board Policy Reviews Consulting Services (Approved)

Motion was made by Dr. Zeman, seconded by Mrs. Hixon and carried, to approve the Agreement for the Request for Proposal (RFP); Contract Term: December 12, 2023 through June 30, 2025, and maybe extended for one additional six additional months period; Award Amount: $207,900; Awarded Vendor; Coward & Coward, P.A.; Small/Minority/Women Business Enterprise Vendor(s): Coward & Coward, P.A.; District-wide. Dr. Zeman voted no. (8-1 vote)

The Chair received public comments.

A comment was made to have district staff be responsible for policies to keep the knowledge and continue to accelerate the policy development process; and not having an offset for the award amount.

A vote was taken on this item.

PP. POLICIES (OPEN)

PP-1. Policy 4380 - Behavioral Threat Management (Approved)

Morion was made by Mrs. Rupert, seconded by Mrs. Hixon and carried, to approve the revisions to Policy 4380 - Behavioral Threat Management. District-wide. (9-0 vote)

A recommendation was made to amend the verbiage on the Intake and Disposition form on pages 13, 33, and 37. Staff stated they would provide the feedback with the Office of Safe Schools.

A vote was taken on this item.

RR. RESOLUTIONS (OPEN)

RR-1. Resolution No. 15-106 - Bond Oversight Committee (Approved)
Motion was made by Dr. Zeman, seconded by Mrs. Rupert and carried, to approve the revised Resolution 15-106, Bond Oversight Committee to change the structure of the Bond Oversight Committee membership. District-wide. Mrs. Hixon was absent for the vote. (8-0 vote)

Agenda Items JJ-10 through JJ-13, OO-1, OO-4 through OO-14, OO-16 through OO-20, OO-22 through OO-25, OO-27, and RR-1 were moved and discussed concurrently.

A vote was taken on these items.

SS. SCHOOLS (LEARNING COMMUNITIES) (OPEN)

TT. INFORMATION TECHNOLOGY (OPEN)

Speakers - 5:00 p.m. – None.

Board Member Discussion(s)

Mrs. Hixon discussed bringing Policy 4.9 forward to have staff members that were captured on video displaying inappropriate behavior toward students be removed from campus until the investigation was completed.

Dr. Zeman discussed formalizing the advisory committees process to ensure the Board receives the view of the committee rather than a personal view.

Dr. Holness inquired about invoices that were paid or were outstanding from AECOM for small vendors. An additional inquiry regarding pending approval from the facilities department for payment to be made to subcontractors for AECOM.

Mrs. Fam congratulated Manatee Bay Elementary School for receiving the National Banner for Unified Champion Schools for their commitment to inclusion.

Mr. Alston requested a follow-up on Agenda Item BB-1, Video and Photo Enforcement of Speeding in School Zones (October 17, 2023 Board Meeting). He discussed the joint virtual townhall meeting that would be hosted with Board Member Foganholi on the topic of Disparities and Inequities Impacting the Students.

Mrs. Alhadeff expressed the need for a policy in reference to the use of Narcan in district schools and collaborating with community partners to help fund the Narcan emergency kits in all district schools.

Closed Door Session(s) - 12:00 P.M.

Attorney Client Session(s)

Public comments sent electronically are attached and posted online.

Adjournment This meeting was adjourned at 5:04 p.m.

Attachment

/cj

Regular School Board Meeting

Meeting Time: 12-12-23 08:45

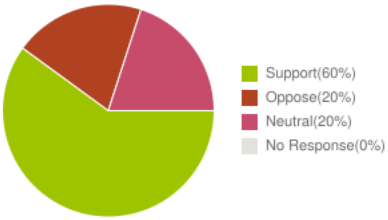
eComments Report

Meetings	Meeting Time	Agenda Items	Comments	Support	Oppose	Neutral
Regular School Board Meeting	12-12-23 08:45	123	5	3	1	1

Sentiments for All Meetings

The following graphs display sentiments for comments that have location data. Only locations of users who have commented will be shown.

Overall Sentiment



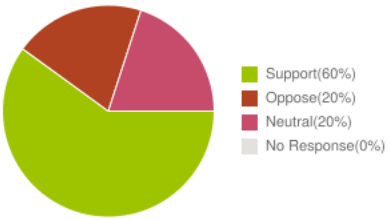
Regular School Board Meeting
12-12-23 08:45

Agenda Name	Comments	Support	Oppose	Neutral
H-2.) Instructional Separation of Employment or Discipline 2023-2024	2	1	1	0
C-2.) Proposed 2024-2025 School/Personnel Calendar ADDITIONAL INFORMATION	1	0	0	1
JJ-2.) Change Order #2 - Lloyd Estates ES	1	1	0	0
JJ-7.) Additional Funding Request - Atlantic West ES	1	1	0	0

Sentiments for All Agenda Items

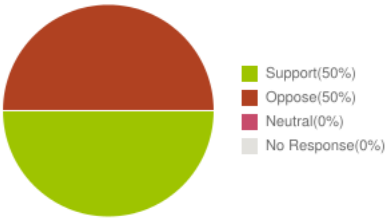
The following graphs display sentiments for comments that have location data. Only locations of users who have commented will be shown.

Overall Sentiment



Agenda Item: eComments for H-2.) Instructional Separation of Employment or Discipline 2023-2024

Overall Sentiment



Trudy J
Location: 33312, Fort Lauderdale
Submitted At: 11:31pm 12-11-23

If you ever questioned why teachers leave the County read the comments made for this post:
You know you work for BCPS when….. at the grocery store my credit card was declined due to insufficient funds.
You know you work for BCPS when your rent is 95% of your take home pay.
And you can’t afford to move because you need 3 months rent saved. I'm freaking out as my landlord is selling the house and my rent has stayed the same for years and now have to move and pay 500-800 more monthly for a smaller place.
I took in a roommate to live with my family in order to make bills. He rents a room in the house. This is with 26 years of experience, National Board Certification, and three masters degrees. If that isn’t ridiculous, I don’t know

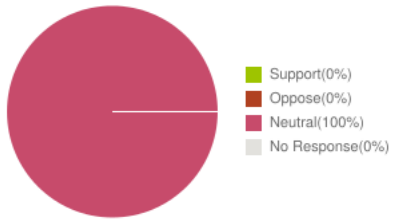
what is!
You know you work for Broward when you see an old sliding pay scale (*with steps) and you make less than a teacher with the same years experience as you 20 years later!
This is not how it is supposed to be in 2023!
You know you work for BCPS when you don't attend social events because you have to tutor to pay your bills.
You know you work for Broward Schools when your car has 231,000 miles and I can't afford the repairs or to buy a new one.
You know you work for BCPS and have to live in WPB to afford a house-add a 2.5 + hour commute. You want my data WHEN?
You know you work for BCPS if you analyze and shuffle your bills because you can't afford to pay them all.
You know you work in BCPS when you live off of credit cards because your biweekly ain't cutting it!
You know you work for BCPS when you have 3 part time jobs and still looking for more work.
You know you work for BCPS when you read over 100 comments about not having enough money. It's not right that a teacher can't afford groceries and I'm sincerely sorry this is happening.

sharlene bancs
Location:
Submitted At: 2:34pm 12-11-23

My name is Sharlene Bancs employee #84466,I am opposing my name termination.I don't currently see any names up 4 termination but due 2the fact that I have messaged w/the talent&acquisition director &often times received no response,I am choosing 2 B proactive.I received an email from Susan Rockelman December 5th, in response 2 an email sent regarding placement&reasonable accommodations,Ms. Rockleman's email stated my name would be placed for termination for failing to respond 2 an offer of employment.I responded to Ms. Rockelman's email stating I did respond via email since I had not received any offer via mail &her email was actually a response to my own, she has not responded back 2 that email.My email was an inquiry 2 the unofficial offer 4 placement w/reasonable accommodations&I asked specifically what the reasonable accommodations were 4 the position.It's alarming this detail was omitted as it's now over a 1 1/2 yr I haven't been placed due 2 waiting 4 reasonable accommodations.I emailed Ms. Hughes of the EEO October 25th&November 6th of 2023 regarding possible positions&reasonable accommodations&received no response until a month&a half later in the form of this unofficial offer. The response was the unofficial offer of a position but gave no details as 2the reasonable accommodations which is what caused the delay initially.This is disheartening&I fear this conduct correlates directly w/my reporting of discrimination to EEOC.This is a duplicate of what talent&acquisitions has done in 2022 w/the exception of giving no deadline this time.I am asking the board 2 deny/make no decision regarding this termination until a thorough accounting of all procedures have been done by a neutral party not identified in my EEOC complaint.Lastly U will find I never received official notice of placement/reasonable accommodations&i will forward those emails 2 all board members

Agenda Item: eComments for C-2.) Proposed 2024-2025 School/Personnel Calendar
ADDITIONAL INFORMATION

Overall Sentiment

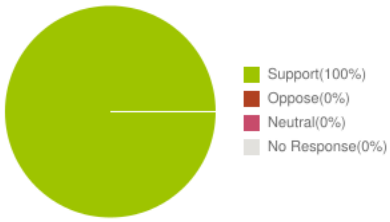


Cynthia Dominique
Location:
Submitted At: 2:24am 12-12-23

I support a Wednesday start as I also believe many educators do as well but don't want to have to return back so early. In elementary school its challenging for our youngest learners to adjust to a being in school for the first time for an entire week. I have been in primary classrooms during the first few weeks of school especially the first week and witness how much of a struggle it is for the children. I also support eliminating half days. Hopefully we can have more than 2 options for the following year. Also regardless of the calendar, the district needs to ensure teaching is expected from teachers every single day that children show up to school regardless of how many others are absent.

Agenda Item: eComments for JJ-2.) Change Order #2 - Lloyd Estates ES

Overall Sentiment

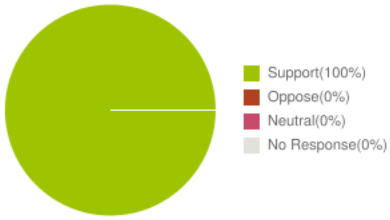


Cynthia Dominique
Location:
Submitted At: 2:05am 12-12-23

Lloyd Estates is a special place for me because it was where I started my journey in BCPS as a Kindergarten Student. It is also a place where children in Oakland Park can go to be educated, but also nurtured under the amazing leadership of Principal Allen who is a staunch advocate for her school. Please provide for their safety by ensure that critical items such as the fire alarms are installed appropriately and swiftly. I am not sure how an oversight such as this was made given that BCPS design criteria are known. Designers, engineers, contractors etc. should be held responsible for these errors and omissions. When you look at the O&E for this project at 1.35% and other projects utilizing the same contractors, these O&Es are astronomical and costly to our district and the companies making these mistakes should be held accountable. Nevertheless, this project needs to be completed so please vote in favor of this change.

Agenda Item: eComments for JJ-7.) Additional Funding Request - Atlantic West ES

Overall Sentiment



Cynthia Dominique
Location:
Submitted At: 1:40am 12-12-23

I am in support of Atlantic West Elementary School receiving the additional funding to ensure that the roof work is completed sufficiently and without further delay. I have had the privilege of visiting Atlantice west on several occasions to attend School Advisory meetings and see the condition of the school. The campus needs a complete facelift. They are still awaiting renovations of their media center, also located in building 1. The media center currently is open on two sides and provides no safety for students should there be a breach at the single point of entry which is less than 30 ft away. Their cafeteria which is also located in building 1- a straight shot from the single point of entry and has fire doors that cannot be locked- another safety issue. It was a disappointment to see the condition of the school, but the real reward was to see how passionate and caring the staff are, to witness the great leadership of Principal Reynolds and the warm interactions with students who are motivated to do well because of the nurturing staff. Approving the funding for the completion of this project will hopefully make way for the completion of the remaining construction projects the school desperately needs. Please do the right thing and vote in favor of these students having a safe and appealing place to learn.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	H. Human Resources & Equity
DEPARTMENT:	Talent Acquisition & Operations (Instructional Staffing)

Agenda Item Number:	H-1.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	N/A

TITLE: **Instructional Appointments and Leaves 2023-2023**

REQUESTED ACTION: **Approve the instructional appointments, substitute teachers and instructional leaves of absence as listed on the attached lists respectively. All recommendations are made with the understanding that these individuals will comply with regulations/policies set forth by The Florida Department of Education and The School Board of Broward County, Florida. District-wide.**

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Appointments and Leaves

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Valerie S. Wanza	Phone:	754-321-2650
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

David Azzarito, Chief People Officer

Signature

David Azzarito, Chief People Officer Jan. 23, 2024

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23

PBL/VSW

For more information, please contact:

Name: Dr. Valerie S. Wanza
Title: Deputy Superintendent, Chief of Staff
Phone: 754-321-2650

EXECUTIVE SUMMARY
H-1 - Instructional Appointments and Leaves 2023-2024

Requested Action
Approve instructional appointments, substitute teachers and instructional leaves of absence as listed on the attached lists respectively.

What would the impact be if the Board voted "yes" or "no"?
If the Board votes "Yes": The recommended instructional candidates will continue to be employed and the leaves of absence will continue to be approved.

If the Board votes "No": The recommended instructional candidates would be released per Florida Statute 1012.332 and the leave of absence approvals would need to be rescinded.

Background/History
Recommended candidates for instructional appointments either hold or are eligible for certification/licensure per Florida State Board rules. In addition, the Talent Acquisition & Operations (Instructional) Department has reviewed required documents, confirmed background screenings and affirms the named individuals are cleared to be hired. They have accepted employment within our organization that is contingent upon Board-approval.

The list of leave approvals is for instructional employees requesting a Board-approved leave of absence for the 2023-24 school year or those currently on leave requesting an additional leave of absence for the 2023-24 school year. Article 23 of the Collective Bargaining Agreement outlines the various leaves available to instructional employees. Likewise, Policy 4410, Employee's Obligation During Leave, indicates an employee must notify Human Resources of their plans for the following year no later than March 1.

Alignment to 2027 Goals and Guardrails
This item is aligned to Guardrail 3, *School Support*.

Measurable Outcome(s)/Return on Investment
Talent Acquisition & Operations-Instructional monitors vacancies, new hires and establishes Key Performance Indicators (KPI) to track the onboarding process and recruitment efforts. These KPIs are used to decrease time to fill rates, improve candidates' experiences, and provide stellar customer service to all Human Resources stakeholders.

Financial Impact
No additional funding is required. The respective funding is allocated in the school/department budgets.

TEACHER APPROVALS 2023 - 2024
January 23, 2024

NAME	LOCATION	SUBJECT
ALMERIA, PIA	BAIR MIDDLE	SCIENCE
AMERSON, AHRON	OLSEN MIDDLE	CAREER TECH EDUC
BOUQUETTE, FABIOLA	PETERS ELEMENTARY	RESOURCE POSITION/ACADEMIC
BURFORD, KAI	BOYD ANDERSON HIGH	MATH
BUTTS, DEANNA	DEERFIELD PARK ELEMENTARY	ART
CABRERA, FABIO	COCONUT CREEK HIGH	ENGLISH
CASTELAR, MIGDALIA	MARGATE ELEMENTARY	ESE TEACHER
CHAPIN, COURTNEY	RIVERSIDE ELEMENTARY	ESE TEACHER
COLAS, PERRI	Westpine Middle	MATH COACH
CORDOBA, MELANIE	SAWGRASS ELEMENTARY	ESE TEACHER
CUNNINGHAM, JACAVIA	PINE RIDGE EDUCATION CENTER	FAMILY COUNSELOR
DEL VALLE, JEANINE	HEAD START/EARLY INTERVENTION	TEACHER-BEHAVIORAL SUPPORT
DESILMA, CLAURISSA	WALKER ELEMENTARY	ELEM EDUCATION
DIPIERRO, MICHAEL	MCNAB ELEMENTARY	ELEM EDUCATION
ESPITIA, ESTEFANNY	HEAD START/EARLY INTERVENTION	TEACHER SPECIALIST-EARLY CHILDHOOD
FELIX, JEAN MICHEL	APOLLO MIDDLE	MATH
FLECK, KAREN	LAKE FOREST ELEMENTARY	ELEM EDUCATION
FRANCOIS, CHANTALE	ROCK ISLAND ELEMENTARY	RESOURCE POSITION/ACADEMIC
GARZON, JULIANNA	COLLEGE ACADEMY @ BROWARD COLLEGE	GUIDANCE COUNSELOR
GERARD, FRANCESCA	ROYAL PALM ELEMENTARY	ELEM EDUCATION
GONZALES, JESENIA	ORIOLE ELEMENTARY	ELEM EDUCATION
GRANT, KAREN	DILLARD 6-12 HIGH	ESE SUPPORT FACILITATOR
HARPER, SHARRETHA	GULFSTREAM ACADEMY oF HALLANDALE BEACH	ENGLISH
HART, SANDRA	PANTHER RUN ELEMENTARY	RESOURCE POSITION/ACADEMIC
HENAO, KAYLA	CORAL SPRINGS ELEMENTARY	ART
HIRSCH, ALEXA	TRADEWINDS ELEMENTARY	ESE TEACHER
HORNLEIN, JON	MONARCH HIGH	ENGLISH
HOWDEN, JADA	MARGATE MIDDLE	PE/HEALTH
JACKSON, JUAN	BOYD ANDERSON HIGH	SOCIAL STUDIES
JENKINS, JACQUELINE	PASADENA LAKES ELEMENTARY	ELEM EDUCATION
JEROME, LORENZO YVES-EMMANUEL	MIRAMAR HIGH	ESE TEACHER
KELLY, DANIEL	OLSEN MIDDLE	SCIENCE
KING, COURTNEY	SUNLAND EARLY LEARNING CENTER	RESOURCE POSITION/ACADEMIC
KNIGHT, TYRA	CHARLES R. DREW ELEMENTARY	ESE TEACHER
LEVERETT, LINDA	HUNT, JAMES S. ELEMENTARY	ELEM EDUCATION
LOUIS, KIMBERLEY	CHALLENGER ELEMENTARY	ELEM EDUCATION

TEACHER APPROVALS 2023 - 2024
January 23, 2024

NAME	LOCATION	SUBJECT
MANATA SLOAN, ELI	BILINGUAL/ESOL	GUIDANCE COUNSELOR
MARTINEZ, JENNIFER	SILVER RIDGE ELEMENTARY	ELEM EDUCATION
MATURELL, ADRIAN	WESTERN HIGH	SCIENCE
MCFARLANE, NATALIE	GULFSTREAM EARLY LEARNING CENTER	ESE TEACHER
MEDEROS, FRANCISCO	SHERIDAN TECHNICAL COLLEGE &	CAREER TECH EDUC
MENDOZA, SILVIA MARIA	HARBORDALE ELEMENTARY	ELEM EDUCATION
MOHORN, JANEKA	TEDDER ELEMENTARY	ELEM EDUCATION
MOWATT, CHANDORER	WILTON MANORS ELEMENTARY	ESE TEACHER
NAGY, SAMANTHA	MIRROR LAKE ELEMENTARY	ELEM EDUCATION
NOEL, NOESHA	PLANTATION HIGH	MATH
OCALAN, CHRISTINE	ROYAL PALM ELEMENTARY	ESE TEACHER
OTERO, MEGAN	COOPER CITY HIGH	ENGLISH
PADILLA, DAYANA	HERON HEIGHTS ELEMENTARY	ELEM EDUCATION
PEREZ, LINDSEY	ROCK ISLAND ELEMENTARY	ESE SUPPORT FACILITATOR
PETERS, ALECIA	MORROW ELEMENTARY	ESE TEACHER
PIPER, DEEADRA	BLANCHE ELY HIGH	ENGLISH
RAMJEWAN, REVEL	LAUDERHILL PAUL TURNER ELEMENTARY	ELEM EDUCATION
RAY, TANGELA	OAKRIDGE ELEMENTARY	ELEM EDUCATION
REID, MARIA	LAUDERDALE LAKES MIDDLE	ESE SUPPORT FACILITATOR
RENTE, ALEXANDRA	CENTRAL PARK ELEMENTARY	RESOURCE POSITION/ACADEMIC
RESTREPO, GLORIA	MILLENNIUM 6-12 COLLEGIATE ACADEMY	GUIDANCE COUNSELOR
RIGG-MILLS, MARGARET	PLANTATION ELEMENTARY	ESE TEACHER
SANCHEZ, TABITHA	CHALLENGER ELEMENTARY	ELEM EDUCATION
SANDS, NICOLETTE	CHARLES R. DREW ELEMENTARY	GUIDANCE COUNSELOR
SKINNER, SHERI	WILTON MANORS ELEMENTARY	RESOURCE POSITION/ACADEMIC
TELEMAQUE, MENGHINI	BLANCHE ELY HIGH	MATH
TORRES, BLANCA	STIRLING ELEMENTARY	GUIDANCE COUNSELOR
WILLIAM, CAITLYNN	HARBORDALE ELEMENTARY	ELEM EDUCATION
WYNN, STEVEN	OAKRIDGE ELEMENTARY	RESOURCE POSITION/ACADEMIC
YIGIT, ERDEM	PIPER HIGH	MATH

Approved by: *Susan T. Rockelman*

Susan T. Rockelman, Director, Talent Acquisition & Operations

LONG TERM SUBSTITUTE/TEMPORARY HOURLY TEACHERS 2023-2024

January 23, 2024

ANDRE, MARIE
BOWLING, KIMBERLY
BROYLES, AMY BETH
BUCKLEY, JEANETTE
BUTLER, KATINA
CAGLAYAN, EMILY
CASTRO, ALEJANDRO
CLARKE-SMITH, ATHLEAN
CLIFFORD, MARK
CORNELIOUS, GARY
DE CARDENAS, MARIA
DESINORD, THERESA
DUNN, SHERNETTE
DURKIN, COLIN
ETIENNE, SANDY
FIDLER, PAULETTE
FILMON, FRANKLIN
FONG, CARDIA
FRANCIS, JULIET
GARCIA, MOLLY
GEDEON, VALESKA
GLICKMAN, THOMAS
GUILLET, JULIETTE
HARRIS, AUSTIN
HIDALGO RODRIGUEZ, LOURDES
LANGBERG, ALEXIS
LENARD, BARTHELEMY
LEON, ALDO
LOCKWOOD, JOB
NICARAGUA, WILBER
PASQUALOTTO CEBBA, MONIC
PITTS, JENNIFER
RATTNER, DAMARIS
ROBINSON, CARENE
RODRIGUEZ CASTILLO, MARIA
ROIG BROWN, JESSICA
SAHADEO, SHELLY
SAINT-FLEUR, CASSANDRE
SCHILLO, KORY
SULAMAN, BEBI SUMAIYAH
SUTTON, TAMYRA
VALLEAU, JENNY

Approved by:

Susan T. Rockelman

Susan T. Rockelman, Director,
Talent Acquisition & Operations

INSTRUCTIONAL LEAVES & ADDITIONAL LEAVES FOR 2023-2024
JANUARY 23, 2024

NAME	LOCATION	SUBJECT	REASON
BARAKAT, FATIMA**	LARKDALE ELEMENTARY	READING	RETURNED EARLY
BERNARD, CHEVELLE**	PALMVIEW ELEMENTARY	ELEM EDUCATION	RETURNED EARLY
BETANCOURT, ANGELA	BROADVIEW ELEMENTARY	ELEM EDUCATION	PERSONAL
BOYER, NADIA	PLANTATION HIGH	SCIENCE	PROF. ENHANCEMENT
BROWN, RENEE	EQUITY & DIVERSITY	INSTRUCTIONAL FACILITATOR	PERSONAL
CEPEDA, DAVID	PLANTATION HIGH	SCIENCE	PERSONAL
CHIAPPELLI, DEANNA	SILVER TRAIL MIDDLE	MATH	PERSONAL
CHIN , LEAH	CRYSTAL LAKE MIDDLE	ART	MATERNITY
CONTRERAS, ANGELICA	DAVIE ELEMENTARY	ELEM EDUCATION	PERSONAL
COOK, TIFFANY**	EVERGLADES ELEMENTARY	ELEM EDUCATION	RETURNED EARLY
CRUZ, ALISSA	PARK SPRINGS ELEMENTARY	ELEM EDUCATION	PERSONAL
DEHKORDI , MARYAM	BLANCHE ELY HIGH	MATH	PERSONAL
DIEHL, TATUM	COOPER CITY ELEMENTARY	ELEM EDUCATION	MATERNITY
ECHEVARRIA , KRISTEN	PIPER HIGH	SCIENCE	MATERNITY
FISHER, AMY**	HARBORDALE ELEMENTARY	ELEM EDUCATION	RETURNED EARLY
GAYLORD, ASIA**	STUDENT SERVICES	SCHOOL SOCIAL WORKER	RETURNED EARLY
GELSEY, SOPHIA	MCARTHUR HIGH	ENGLISH	PERSONAL
GREENE, ESTHER	CYPRESS ELEMENTARY	ELEM EDUCATION	PERSONAL
HERRERA, LUZ	MEADOWBROOK ELEMENTARY	EXCEPTIONAL STUD. EDUC.	PERSONAL
IZQUIERDO, MELISSA**	PIONEER MIDDLE	SPEECH LANGUAGE PATHOLOGIST	RETURNED EARLY
JAHANGIR, KENWEL**	SILVER SHORES ELEMENTARY	ELEM EDUCATION	RETURNED EARLY
LI, LIPING**	EXCEPTIONAL STUDENT EDUCATION	ESE SPECIALIST	RETURNED EARLY

*Employee was on a leave of absence for 2022-23 and requested an additional year of leave.
**Employee was on a leave of absence for 2023-2024 but has requested to return early; therefore, rescind approved leave.

INSTRUCTIONAL LEAVES & ADDITIONAL LEAVES FOR 2023-2024
JANUARY 23, 2024

NAME	LOCATION	SUBJECT	REASON
LIPSON, TAMARA	NORTH ANDREWS GARDENS ELEMENTARY	SPEECH LANGUAGE PATHOLOGIST	MATERNITY
LLANOS, ANGELA**	FLANAGAN, CHARLES W. HIGH	SOCIAL SCIENCE 6 - 12, GIFTED	RETURNED EARLY
MILLARES, ELIZABETH	PEMBROKE LAKES ELEMENTARY	ELEM EDUCATION	PERSONAL
MITCHELL , ASHLEY	PINEWOOD ELEMENTARY	ELEM EDUCATION	MATERNITY
MOLINA , NATASHA**	MANATEE BAY ELEMENTARY	ELEM EDUCATION	RETURNED EARLY
MONTALVO , SUSIE	POMPANO BEACH HIGH	CAREER TECH EDUC	PERSONAL
MOORE, AWEINA**	BROADVIEW ELEMENTARY	READING	RETURNED EARLY
MYERS, JESSICA	CENTRAL PARK ELEMENTARY	SPEECH LANGUAGE PATHOLOGIST	PERSONAL
OLAVARRIA, VICTORIA**	FOREST GLEN MIDDLE	ELEM EDUCATION	RETURNED EARLY
OROZCO, LAUREN	ESE SUPPORT/COMPLIANCE	FAMILY COUNSELOR	PERSONAL
PALACIOS, KATHERINE**	RIVERGLADES ELEMENTARY	ELEM EDUCATION	RETURNED EARLY
PASSINO, JENNIFER**	SAWGRASS ELEMENTARY	EXCEPTIONAL STUD. EDUC.	RETURNED EARLY
PROSPER, EMONDE**	PIPER HIGH	ENGLISH	RETURNED EARLY
RANDALL, CRYSTAL	NORTH FORK ELEMENTARY	ELEM EDUCATION	CHILD CARE
RATMIROFF, NICOLE	EVERGLADES ELEMENTARY	ELEM EDUCATION	CHILD CARE
RICHARDS, KARENA**	APOLLO MIDDLE	SCIENCE	RETURNED EARLY
RICHARDS , ANDREA	SHERIDAN PARK ELEMENTARY	EXCEPTIONAL STUD. EDUC.	PERSONAL
SCHMITT, LISA**	WESTCHESTER ELEMENTARY	ELEM EDUCATION	RETURNED EARLY
SCHWEITZER , DEREK	CYPRESS BAY HIGH	SCIENCE	PERSONAL
STOGNER , ALEXANDRA	WEST BROWARD HIGH	CAREER TECH EDUC	PERSONAL
STONE , SAMANTHA	WESTCHESTER ELEMENTARY	ELEM EDUCATION	CHILD CARE
WALLEN, TANYA**	MORROW ELEMENTARY	ELEM EDUCATION	RETURNED EARLY

*Employee was on a leave of absence for 2022-23 and requested an additional year of leave.
**Employee was on a leave of absence for 2023-2024 but has requested to return early; therefore, rescind approved leave.

INSTRUCTIONAL LEAVES & ADDITIONAL LEAVES FOR 2023-2024
JANUARY 23, 2024

NAME	LOCATION	SUBJECT	REASON
WILLIAMS , MEKO	SILVER RIDGE ELEMENTARY	ELEM EDUCATION	CHILD CARE
WOLK, KERRY**	EAGLE POINT ELEMENTARY	ELEM EDUCATION	RETURNED EARLY

Approved by: *Susan T. Rockelman*

Susan T. Rockelman, Director, Talent Acquisition & Operations

*Employee was on a leave of absence for 2022-23 and requested an additional year of leave.
**Employee was on a leave of absence for 2023-2024 but has requested to return early; therefore, rescind approved leave.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	H. Human Resources & Equity
DEPARTMENT:	Talent Acquisition & Operations (Instructional Staffing)

Agenda Item Number:	H-2.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	N/A

TITLE: **Instructional Separation of Employment or Discipline 2023-2024**

REQUESTED ACTION: **Approve instructional separations of employment or termination/discipline as listed on the attached lists respectively. All recommendations are made with the understanding that these individuals will comply with the regulations/policies as set forth by The Florida Department of Education and The School Board of Broward County, Florida. District-wide.**

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return to Investments, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Separation or Discipline

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Valerie S. Wanza	Phone:	754-321-2650
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

David Azzarito, Chief People Officer

Signature

David Azzarito, Chief People Officer

Electronic Signature

Form $4189 Revised 7/23

PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Valerie S. Wanza
Title: Deputy Superintendent, Chief of Staff
Phone: 754-321-2650

EXECUTIVE SUMMARY
H-2 - Instructional Separation of Employment or Discipline 2023-2024

Requested Action
Approve instructional separations of employment or termination/discipline as listed on the attached lists respectively.

What would the impact be if the Board voted "yes" or "no"?
If the Board votes "Yes": The separation of employment is officially accepted by the Board. If the discipline is indicated, the discipline action can be implemented.

If the Board votes "No": The separation of employment would not officially be accepted by the Board. If discipline is indicated, the discipline would not be implemented.

Background/History
Recommendations for employee discipline and separation of employment must be approved by the Board. The employee's work location submits documentation to support a recommended action to the Human Resources & Equity Division for review. Once the necessary departments have reviewed supporting documentation and validated compliance with required processes and procedure, the Talent Acquisition & Operations (Instructional) Department prepares the item to be presented for Board-approval.

Alignment to 2027 Goals and Guardrails
This item is aligned to Guardrail 3, *School Support*.

Measurable Outcome(s)/Return on Investment
Discipline implemented by the District is a method to improve employee performance. Expectations are discussed throughout the process to alert the employee of state statutes, and board policies related to their job responsibilities.

Financial Impact
No additional funding is required. The respective funding is allocated in the school/department budgets.

INSTRUCTIONAL RESIGNATIONS/RETIREMENTS 2023-2024

JANUARY 23, 2024

NAME	LOCATION	POSITION/STATUS	REASON
ADESHINA,KAYODE	SILVER LAKES MIDDLE	TEACHER-MATHEMATICS MIDDLE	RESIGNATION
AL-KHALILEE,ISLAM MOHAMMA	TROPICAL ELEMENTARY	TEACHER-GRADE 1	RESIGNATION
AMOS,SAMANTHA MARIE	OLSEN MIDDLE	TEACHER-MUSIC BAND MIDDLE	RESIGNATION
ANDERSON,INNDIAA Zion	ATTUCKS MIDDLE	TEACHER-PASL/RESEARCH	RESIGNATION
AXELROD,ALLISYN KELLER	CHOICE/CHARTER SCH MANAGE	ESE PROGRAM SPECIALIST	RETIREMENT
BATTON,KAYLEE	SAWGRASS ELEMENTARY	TEACHER-AUTISM CLUSTER	RESIGNATION
BEAUVILLE,CHAVELITA	COCONUT CREEK HIGH	TEACHER-LANGUAGE ARTS HIGH	RESIGNATION
BEHARIE,NICOLE SAMANTHA	NEW RIVER MIDDLE	TEACHER-ESE SPECIALIZED	RESIGNATION
BEST,PATRICIA L	SILVER LAKES MIDDLE	TEACHER-ESE SUPPORT FACILITY	RESIGNATION
BOYTON III,JAMES ELIJAH	PARK LAKES ELEMENTARY	TEACHER-ESE INTELLECTUALLY	RESIGNATION
BURTON,ALEXIS JORDAN	PIPER HIGH	TEACHER-LANGUAGE ARTS HIGH	RESIGNATION
CAMPBELL,CHRISTINE TAMARA	SHERIDAN TECHNICAL COLLEG	SCHOOL SOCIAL WORKER	RESIGNATION
CHUMMAR,BHARATHY	CHARLES FLANAGAN HIGH	TEACHER-COMPUTER SCIENCE	RESIGNATION
CIUFO,JOHN S	RICKARDS MIDDLE SCHOOL	TEACHER-SOCIAL SCIENCES	RETIREMENT
COLEMAN,WILLIAM H	LANIER-JAMES EDUCATION CE	TEACHER-ESE SUPPORT FACILITY	RETIREMENT
DAVIS,CHARLES Victor	COLBERT ELEMENTARY	TEACHER-GRADE 5	RESIGNATION
DE SOUZA,ADRIANA REINERT	BRIGHT HORIZONS SCHOOL	TEACHER-ESE EXCEPTIONAL	RESIGNATION
DOBRE,KENDRA BROOKE	MCNAB ELEMENTARY	TEACHER-GRADE 4	RESIGNATION
DUCKWORTH,MARCUS ANTONIO	BLANCHE ELY HIGH	GUIDANCE COUNSELOR-HIGH	RESIGNATION
DUCREPIN,TAMARE LUCE	COLBERT ELEMENTARY	TEACHER-GRADE 5	RESIGNATION
ECKENWILER,ANA IRIS	HENRY D PERRY EDUCATION	TEACHER-ESE SUPPORT FACILITY	RESIGNATION
EWART,CHRISTINE MARIE	SPECIALIZED INSTRUCTION	TEACHER-HOSPITAL/HOMEBOUND	RETIREMENT
FELDMAN,NANCY J	WEST BROWARD HIGH	TEACHER-ESE SUPPORT FACILITY	RETIREMENT
FLOWERS,TERESA V	SILVER LAKES MIDDLE	TEACHER-MATHEMATICS MIDDLE	RETIREMENT
GELMAN,RHONDA L	PARK LAKES ELEMENTARY	TEACHER-ESE INTELLECTUALLY	RETIREMENT
GEORGIANNA,DALLAS BROOK	DAVIE ELEMENTARY	TEACHER-GRADE 2	RESIGNATION
GORDON,DAKOTA HALEY	WESTWOOD HEIGHTS ELEMENTA	TEACHER-GRADE 1	RESIGNATION
GORDON,JULIUS IRWIN	PINE RIDGE EDUCATION CENT	TEACHER-INTERNAL SUSPENSION	RESIGNATION
HARIPERSAUD,DEVAN RICHARD	CORAL SPRINGS HIGH	TEACHER-MATHEMATICS HIGH	RESIGNATION
JACKSON,KEITH R	CHALLENGER ELEMENTARY	TEACHER-GRADE 2	RESIGNATION
JEANNOT,SAMENTHA	MONARCH HIGH	TEACHER-WORLD LANGUAGE	RESIGNATION
JIMENEZ,NICOLE ALINNAH	TEQUESTA TRACE MIDDLE	TEACHER-LANGUAGE ARTS MID	RESIGNATION
JOHNSON,BECKY E	DEERFIELD BEACH HIGH	TEACHER-ESE SPECIALIZED	RETIREMENT
JOHNSON,INDIA MONAE	CORAL SPRINGS ELEMENTARY	TEACHER-ART ELEMENTARY	RESIGNATION
JOHNSON,KRISTA LEEANNE	EVERGLADES ELEMENTARY	TEACHER-ESE SPECIALIST	RESIGNATION
KELLY,DANIEL JONATHAN	OLSEN MIDDLE	TEACHER-SCIENCE MIDDLE	RESIGNATION

INSTRUCTIONAL RESIGNATIONS/RETIREMENTS 2023-2024

JANUARY 23, 2024

NAME	LOCATION	POSITION/STATUS	REASON
KERI,NADIA TIFFANY	EQUITY, DIVERSITY & SCHOOL	TEACHER-BEHAVIORAL SUPPORT	RESIGNATION
LAURORE,KELVIN STEPHEN	STRANAHAN HIGH	TEACHER-SCIENCE HIGH	RESIGNATION
LAWRENCE,KEVINIQUE A	WHISPERING PINES	TEACHER-ESE EXCEPTIONAL	RESIGNATION
LEROY,JOAN PATRICIA	WESTERN HIGH	TEACHER-LANGUAGE ARTS HIGH	RETIREMENT
LEWIS,BRANDON ALEX	WHIDDON-ROGERS EDUCATION	TEACHER-ADULT GED	RESIGNATION
LLAVE,YOANNA S	EAGLE POINT ELEMENTARY	TEACHER-GRADE 5	RETIREMENT
LUBIN,MESELY ALEXANDRA	RIVERLAND ELEMENTARY	TEACHER-GRADE 4	RESIGNATION
MCCRARY,RACHEL YVONNE	NOVA MIDDLE	TEACHER-SOCIAL SCIENCES	RESIGNATION
MONTOYA,SAVANNAH EDITH	EVERGLADES HIGH	TEACHER-MATHEMATICS HIGH	RESIGNATION
MORALES DIAZ,ALBERTO	CORAL COVE ELEMENTARY	TEACHER-AUTISM CLUSTER	RESIGNATION
MURRAY,MARISOL	HERON HEIGHTS ELEMENTARY	TEACHER-GRADE 1	RESIGNATION
NOLAN,MERYENE	BANYAN ELEMENTARY	TEACHER-RESOURCE ELEM	RETIREMENT
OLIVERA,MARIA LUISA	SILVER PALMS ELEMENTARY	TEACHER-GRADE 4	RETIREMENT
OTTILIGE,THERESA MARIE	MIRAMAR ELEMENTARY	TEACHER-KINDERGARTEN	RESIGNATION
PAUL,ERICKA	ORIOLE ELEMENTARY	TEACHER-GRADE 2	RESIGNATION
PEREZ,ANDREA	MANATEE BAY ELEMENTARY	TEACHER-RESOURCE ELEM	RESIGNATION
PETERSON,ALFREDA DARLENE	STRANAHAN HIGH	TEACHER-CTE HEALTH SCIENCE	RESIGNATION
QUEZADA,PAOLA	OLSEN MIDDLE	TEACHER-MATHEMATICS MIDDLE	RESIGNATION
RAY,SHAWN MICHAEL	ROYAL PALM ELEMENTARY	TEACHER-AUTISM CLUSTER	RESIGNATION
REYES HERNANDEZ,LUIS R	GULFSTREAM ACADEMY OF	TEACHER-ESOL RESOURCE	RESIGNATION
ROSCHE,ALEXANDRA	NOB HILL ELEMENTARY	SPEECH LANGUAGE	RESIGNATION
SCADUTO,NORMA CHRISTINA	BOYD H. ANDERSON HIGH SCH	TEACHER-LANGUAGE ARTS HIGH	RESIGNATION
SCHWARTZ,STEPHANIE	INDIAN RIDGE MIDDLE	TEACHER-PHYSICAL EDUCATION	RESIGNATION
SIDDIQUI,SADAF	LAUDERDALE LAKES MIDDLE	TEACHER-MATHEMATICS MIDDLE	RESIGNATION
SINGH,AHAILIA PADMINI	HORIZON ELEMENTARY	SPEECH LANGUAGE	RESIGNATION
STAFFORD-WILLIAMS,DARRIA	STUDENT SERVICES	SCHOOL SOCIAL WORKER	RESIGNATION
THOMAS,DEANTA JAMAR	EVERGLADES HIGH	TEACHER-MUSIC BAND DIRECT	RESIGNATION
TIDANG,ALDRIN B	CORAL GLADES HIGH	TEACHER-LANGUAGE ARTS HIGH	RESIGNATION
TORRES-MUSTAC,JACKELINE A	WESTERN HIGH	TEACHER-SOCIAL SCIENCES HIGH	RESIGNATION
TORRES,CLAUDIA MARCELA	NOVA HIGH SCHOOL	TEACHER-SCIENCE HIGH	RESIGNATION
TREVISOL,MARYNA VALERIE	CROSS CREEK SCHOOL	TEACHER-ESE SPECIALIST	RESIGNATION
VICTOR-CAMERON,SHUCREA YA	WESTWOOD HEIGHTS ELEMENTA	TEACHER-GRADE 5	RESIGNATION
VICTORY,MEKELL JOVANDA	DRIFTWOOD MIDDLE	TEACHER-MATHMATICS MIDDLE	RESIGNATION
VIKDAL,TABATHA MURRELINE	MILLENNIUM 6-12 COLLEGIATE	GUIDANCE RESOURCE-HIGH	RESIGNATION
VILJEAN,RENESHA	ATLANTIC WEST ELEMENTARY	TEACHER-GRADE 4	RESIGNATION
WEDDERBURN,KARENA	ENDEAVOUR PRIMARY LEARNIN	TEACHER-GRADE 1	RESIGNATION

RESIGNED/RETIRED FROM LEAVE OF ABSENCE

These employees are on a Board Approved leave and have submitted intentions indicating they are resigning/retiring. The retirements are indicated with an asterisk (*)

January 23, 2024

ALONSO, GILBERTO
BERKE, BRADLEY
CORLEY-GUNTHER, SIBYL
HARRINGTON, PATRICIA
KENNEDY, TERRI
LEEDER, JAMIE
MENNECKE, NICHOLAS
NGUYEN, TANQUYEN
PHILIP , RHEA

Approved by:
Susan T. Rockelman

_____
Susan T. Rockelman, Director,
Talent Acquisition & Operations

INSTRUCTIONAL SUSPENSION/TERMINATION/DISMISSED DURING PROBATIONARY PERIOD

2023-2024

JANUARY 23, 2024

NAME	LOCATION	REASON
ECKLEY, SHERE	PASADENA LAKES ELEMENTARY	DISMISSED DURING PROBATIONARY PERIOD
GARCIA HERNANDEZ, RAIDI	GULFSTREAM ACADEMY OF HALLANDALE BEACH	DISMISSED DURING PROBATIONARY PERIOD
HENRY, ANTONIO	PLANTATION ELEMENTARY	DISMISSED DURING PROBATIONARY PERIOD
LITTLEJOHN FREDERICK, DELTHIA	BROWARD ESTATES ELEMENTARY	DISMISSED DURING PROBATIONARY PERIOD
MARSHALL,SHAYNE	FORT LAUDERDALE HIGH	DISMISSED DURING PROBATIONARY PERIOD

Approved by: Susan T. Rockelman

Susan T. Rockelman, Director, Talent Acquisition & Operations

INSTRUCTIONAL SUSPENSION/TERMINATION/DISMISSED DURING PROBATIONARY PERIOD
2023-2024
JANUARY 23, 2024

NAME	LOCATION	REASON
SMITH, VOSHAUN	DILLARD 6-12	SUSPENSION - 10 DAYS INAPPROPRIATE CONDUCT. EMPLOYEE ACCEPTS THE DISCIPLINE AND WILL NOT CHALLENGE THIS CORRECTIVE ACTION.
STRIGGLES, TIARA	PALMVIEW ELEMENTARY	DISMISSED DURING PROBATIONARY PERIOD

Approved by: *Susan T. Rockelman*

Susan T. Rockelman, Director, Talent Acquisition & Operations

Status: REVISED

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	H. Human Resources & Equity
DEPARTMENT:	Talent Acquisition & Operations (Non-Instructional Staffing)

Agenda Item Number:	H-3.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE: **Non-Instructional Appointments and Leaves 2023-2024 REVISED**

REQUESTED ACTION: **Approve non-instructional appointments and non-instructional leaves of absence as listed on the attached lists respectively. District-wide.**

RATIONALE:

For the Requested Actions, Background/History, alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Appointments & Leaves
- Memo to Revise

FINANCIAL IMPACT:

No additional funding is required. The respective funding is allocated in the school/department budgets.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

School Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Valerie S. Wanza	Phone:	754-321-2650
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Valerie Wanza, Deputy Superintendent, Chief of Staff

Signature

Dr. Valerie Wanza, Deputy Superintendent, Chief of Staff

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23

PBL/VSW

For more information, please contact:

Name: Dr. Valerie S. Wanza
Title: Deputy Superintendent, Chief of Staff
Phone: 754-321-2650

EXECUTIVE SUMMARY
H-3 - Non-Instructional Appointments and Leaves 2023-2024

Requested Action
Approve non-instructional appointments and non-instructional leaves of absence as listed on the attached lists respectively.

What would the impact be if the Board voted "yes" or "no"?
If the Board votes "Yes": The recommended non-instructional candidates will be employed, and the leaves of absence will continue to be approved.

If the Board votes "No": The recommended non-instructional candidates would not be employed, and the leaves of absence approvals would need to be rescinded.

Background/History
The recommended appointments provide leadership and support to our schools and departments. All recommended non-instructional personnel outlined on the agenda meet the minimum qualifications and have been afforded conditional employment with Broward County Public Schools.

The list of leave approvals is for non-instructional employees requesting a Board-approved leave of absence for the 2023-24 school year or those currently on leave requesting an additional leave of absence for the 2024-25 school year.

Alignment to 2027 Goals and Guardrails
This item is aligned to Guardrail 3, *School Support*.

Measurable Outcome(s)/Return on Investment
Talent Acquisition & Operations – Non-Instructional monitors vacancies, new hires and establishes Key Performance Indicators (KPI) to track the onboarding process and recruitment efforts. These KPIs are used to decrease time to fill rates, improve candidates' experiences, and provide stellar customer service to all Human Resources stakeholders.

Financial Impact
No additional funding is required. The respective funding is allocated in the school/department budgets.

JANUARY 23, 2024

NON-INSTRUCTIONAL APPOINTMENTS AND LEAVES 2023-2024

This agenda item includes all personnel recommendations for appointments, assignments and leaves for Non-Instructional Personnel that have been combined into one Board Item.

Non-Instructional recommendations include the name of recommended individual(s) school/location, job title, and applicable information.

☑ All individuals recommended have the qualifications required for the specified position and will be paid as specified in the Board Approved Salary Schedules.

All recommendations are made with the understanding that these individuals will comply with regulations/policies as set forth by the Florida Department of Education and The School Board of Broward County, Florida.

		Page(s)
1.	**Non-Instructional (Non-Managerial) Approval(s)/Reassignment(s)/Promotion(s)/Demotion(s)**	1-5
2.	**Non-Instructional (Non-Managerial) Substitutes/Temporary Employees**	6-7
3.	**Non-Instructional (Non-Managerial) Leave(s)-Layoffs(s)**	8-9
4.	**Managerial/Professional/Technical (ESMAB, PBA, TSP) Recommended Appointments**	10-11

The specific positions and the individuals recommended for the District Managerial/Professional Technical (ESMAB, PBA, TSP) position(s) are listed below. Each position has a Summary of Advertised Position which gives the position, effective date, individual recommended to fill the position, salary, work calendar, number of applicants (qualified and interviewed) and the Interview Committee. All recommendations are made with the understanding that these persons will comply with regulations as set forth by the Florida Department of Education and The School Board of Broward County.

4. Educational Support Managerial Association of Broward, Inc. (ESMAB), Police Benevolent Association (PBA) and Technical Support Professionals (TSP) Personnel – Recommended Appointments

Name	Recommended Position	Page
Joseph, Evensky	Specialist, Family Engagement	10
McGlashan, Asha	Assistant Director, Planning and Implementation	11

Please Note: *Pending Background Check

4 a. Recommended Appointments of Technical Support Professionals (TSP) Positions (School-Based Personnel)

The specific positions and the individuals recommended for the non-instructional administrative position(s) are listed below. All recommendations are made with the understanding that these persons will comply with regulations as set forth by the Florida Department of Education and The School Board of Broward County.

Name	Title/Position	Location	Effective Date
None at this time			

Please Note: *Pending Background Check

4 b. Recommended Appointments of Acting Technical Support Professionals (TSP) Personnel

The specific positions and the individuals recommended for the non-instructional administrative position(s) are listed below. All recommendations are made with the understanding that these persons will comply with regulations as set forth by the Florida Department of Education and The School Board of Broward County.

Name	Title/Position	Location	Effective Date
None at this time			

4 c. Recommended Appointments of Temporary Educational Support Managerial Association of Broward, Inc. (ESMAB), Technical Support Professionals (TSP), and Police Benevolent Association (PBA) Personnel

The specific positions and the individuals recommended for the non-instructional administrative position(s) are listed below. All recommendations are made with the understanding that these persons will comply with regulations as set forth by the Florida Department of Education and The School Board of Broward County.

Name	Title/Position	Location	Effective Date
None at this time			

Please Note: *Pending Background Check

4 d. Recommended Appointments of Temporary Technical Support Professionals (TSP) Positions (School-Based Personnel)

The specific positions and the individuals recommended for the non-instructional administrative position(s) are listed below. All recommendations are made with the understanding that these persons will comply with regulations as set forth by the Florida Department of Education and The School Board of Broward County.

Name	Title/Position	Location	Effective Date
None at this time			

5. Recommended Reassignments of Current School-Based and District Managerial Personnel

The positions and individuals recommended for reassignment by the Superintendent for the 2023-2024 school/fiscal year are listed below. The School-Based and District Managerial staff member meets the requirements of the position for which he/she is recommended for reassignment. All recommendations are made with the understanding that these persons will comply with regulations as set forth by the Florida Department of Education and The School Board of Broward County. The salary and calendars remain the same except where noted.

Name	Current Assignment	Recommended Reassignment	Effective Date
None at this time			

6. School-Based Managerial Personnel - Recommended Appointments

The specific positions and individuals recommended for Principal and/or Assistant Principal position(s) are listed below. Each position has a Summary of Advertised Position which gives position, effective date, individual recommended to fill the position, salary, work calendar, number of applicants (qualified and interviewed) and the Interview Committee. All recommendations are made with the understanding that these persons will comply with regulations as set forth by the Florida Department of Education and The School Board of Broward County.

Name	Recommended Position	Page
None at this time		

Please Note: *Pending Background Check

6 a. Recommended Appointments of Temporary School-Based Administrative Personnel

The specific positions and the individuals recommended for the non-instructional administrative position(s) are listed below. All recommendations are made with the understanding that these persons will comply with regulations as set forth by the Florida Department of Education and The School Board of Broward County. The individual(s) recommended for the position(s) will assist the location by serving as a temporary Principal or Assistant Principal at a school site, during a leave or until the vacancy can be permanently filled by the Office of School Performance & Accountability.

Name	Position	Location	Effective Date
None at this time			

7. Recommended Appointments of School-Based and District Managerial Acting/Special/Task Assignment Personnel

The positions and individuals recommended for acting/special/task assignments by the Superintendent for the 2023-2024 school/fiscal year are listed below. Each recommended acting/special/task assignment includes candidate's name, present assignment, contract status, recommended acting/task assignment, administrator replaced (if applicable), effective date and time of acting/special/task assignment, explanation for selection, work calendar and salary.

Name	Recommended Position	Page
None at this time		

8. School-Based and District Managerial Personnel Leaves for the 2023-2024 School/Fiscal Year

Name	Position	Location	Leave/Effective Date:
None at this time			

9. Salary Adjustment(s)

Name	Position	Location	Effective Date
None at this time			

VSW/DMA/EMC:sl

JANUARY 23, 2024

NON-INSTRUCTIONAL (NON-MANAGERIAL) APPROVALS/REASSIGNMENTS/PROMOTIONS/DEMOTIONS

NAME	LOCATION	TITLE	REASON
ALFORD, LAUREN	SHERIDAN TECHNICAL COLLEGE	JOB COACH	PROMOTION
ALI, ANTHONY	PIPER HIGH	FACILITIES SERVICEPERSON	APPROVAL
ALVAREZ, LORENZO	SAFETY & SECURITY OPERATIONS	CAMPUS MONITOR	APPROVAL
ANTEZANA, ROCIO	PUPIL TRANSPORTATION - S	BUS OPERATOR	APPROVAL
ARABITG, AMANDA	ATLANTIC TECHNICAL COLLEGE	FOOD SERVICE GENERAL WORKER	APPROVAL
ARIAS JR., ALFREDO	SAFETY & SECURITY OPERATIONS	CAMPUS MONITOR	APPROVAL
ATKINSON FRANCIS, JEAN	MONARCH HIGH	COOK & BAKER II A	APPROVAL
AUSTIN, RAYMOND	SAFETY & SECURITY OPERATIONS	CAMPUS MONITOR	APPROVAL
AUSTRAL, MARCO	NOVA HIGH	TECHNOLOGY SUPPORT SPECIALIST II	PROMOTION
BAIN, DAVID	ATLANTIC TECHNICAL COLLEGE	FACILITIES SERVICEPERSON	APPROVAL
BALDERAS, ANA	MARGATE ELEMENTARY	FOOD SERVICE GENERAL WORKER	APPROVAL
BANKS, STEVEN	PUPIL TRANSPORTATION - C	BUS OPERATOR	APPROVAL
BELL, MOESHA	DILLARD HIGH	FOOD SERVICE GENERAL WORKER	APPROVAL
BERNOT, WALDIMIR	MIRAMAR ELEMENTARY	HEAD FACILITIES SERVICEPERSON	PROMOTION
BIEN-AIME, PROPHIDA	SOUTH BROWARD HIGH	FOOD SERVICE GENERAL WORKER	APPROVAL
BRAXTON, TAMMY	POMPANO BEACH ELEMENTARY	COOK & BAKER II A	PROMOTION
BRAZELA, CHRISTOPHER	SHERIDAN TECHNICAL COLLEGE	TECHNOLOGY SUPPORT SPECIALIST I	APPROVAL
BRICENO BASTIDA, ANA	MIRAMAR HIGH	FACILITIES SERVICEPERSON	APPROVAL
BROWN, CANDICE	DAVE THOMAS EDUCATION CENTER	COOK & BAKER II A	APPROVAL
BUCHANAN, BENJIMAN	CHARLES W. FLANAGAN HIGH	FACILITIES SERVICEPERSON	APPROVAL
BUTLER, ZONDRA	SAFETY & SECURITY OPERATIONS	CAMPUS MONITOR	APPROVAL
CALLE, KAREN ANDREA	HOLLYWOOD HILLS ELEMENTARY	FACILITIES SERVICEPERSON	APPROVAL
CARACAS, MARTHA	SILVER LAKES MIDDLE	FOOD SERVICE GENERAL WORKER	APPROVAL
CARRERA, CARMEN	BLANCHE ELY HIGH	FACILITIES SERVICEPERSON	APPROVAL
CEPHAS, GEORGE	PUPIL TRANSPORTATION - C	BUS OPERATOR	APPROVAL
CHARLES PIERRE, FRANTZY	PUPIL TRANSPORTATION - C	BUS OPERATOR	APPROVAL
CLAYTON, ALSTON	SOUTH PLANTATION HIGH	ASSISTANT HEAD FACILITIES SERVICEPERSON	PROMOTION
CONSTANT JEAN, NANOTTE	MARJORY STONEMAN DOUGLAS HIGH	COOK & BAKER II A TO ASSISTANT COOK, BAKER & SALAD HEAD II B	VOLUNTARY DEMOTION-ACCEPTED NEW POSITION

NON-INSTRUCTIONAL (NON-MANAGERIAL) APPROVALS/REASSIGNMENTS/PROMOTIONS/DEMOTIONS (CONT.)

CORTEZ, CHRISTINA	STUDENT SERVICES	DEPARTMENT SECRETARY (CONFIDENTIAL)	PROMOTION
COSTA, SAMIL	MAINTENANCE-ZONE 1	A/C & REFRIGERATION MECHANIC (JOURNEYPERSON)	APPROVAL
COTO, MARIA	BUSINESS SUPPORT CENTER	BUDGET SUPPORT SPECIALIST	APPROVAL
DAVIS, ELAINE	MONARCH HIGH	JOB COACH	PROMOTION
DI CARLO ACHE, DONATO	SILVER LAKES ELEMENTARY	ASSISTANT HEAD FACILITIES SERVICEPERSON	PROMOTION
DIXON, CAROLE	BROWARD ESTATES ELEMENTARY	COMMUNITY LIAISON	APPROVAL
DUFFIN, MICHAEL	SAFETY & SECURITY OPERATIONS	CAMPUS MONITOR	APPROVAL
DUGGAN, VICTORIA	BUILDING DEPARTMENT	CLERK SPECIALIST IV	APPROVAL
DUKES, MICHELLLA	LEAVES DEPARTMENT	SPECIALIST, EMPLOYMENT SERVICES SUPPORT	APPROVAL
DUPREE, ROBERT	SUNLAND PARK ACADEMY	HEAD FACILITIES SERVICEPERSON	PROMOTION
ELIZE, KEDELINE	STUDENT SERVICES	COMMUNITY LIAISON	APPROVAL
EUTSEY, RASHAD	TALENT ACQUISITION & OPERATIONS-NIS	HUMAN RESOURCES SUPPORT SERVICES SPECIALIST	APPROVAL
EWAN BANTON, MARSHA	COMMUNITY SCHOOLS SOUTH	REGISTRAR III	APPROVAL
FERGUSON, CAMILLE	REGIONAL SUPERINTENDENT - CENTRAL	EXECUTIVE SECRETARY	PROMOTION
FRANCOIS, LINSHA	NORTH SIDE ELEMENTARY	FOOD SERVICE GENERAL WORKER	APPROVAL
FREELS, DANIELLE	MARJORY STONEMAN DOUGLAS HIGH	ASSISTANT COOK, BAKER & SALAD HEAD II B TO FOOD SERVICE GENERAL WORKER	VOLUNTARY DEMOTION-COMPLETED TEMPORARY CONTRACT
FREEMAN, KATHERINE	SUNSHINE ELEMENTARY	INFORMATION MANAGEMENT TECHNICIAN	PROMOTION
GAITOR, VERA	PUPIL TRANSPORTATION - C	BUS OPERATOR	APPROVAL
GAVIN, LINDA	CORAL SPRINGS HIGH	ASSISTANT COOK, BAKER & SALAD HEAD II B	APPROVAL
GILBERT, NARICKA	STUDENT SERVICES	CLERK SPECIALIST IV	PROMOTION
GOMEZ, DOLLY	CORAL SPRINGS HIGH	FOOD SERVICE GENERAL WORKER	APPROVAL
GONZALEZ, LISSETH	STIRLING ELEMENTARY	FOOD SERVICE GENERAL WORKER	APPROVAL
GRAHAM, MELINDA	POMPANO BEACH ELEMENTARY	COOK & BAKER II A TO FOOD SERVICE GENERAL WORKER	VOLUNTARY DEMOTION-ACCEPTED NEW POSITION
GREENE, BRANDIC	CORAL SPRINGS HIGH	ASSISTANT HEAD FACILITIES SERVICEPERSON	PROMOTION

NON-INSTRUCTIONAL (NON-MANAGERIAL) APPROVALS/REASSIGNMENTS/PROMOTIONS/DEMOTIONS (CONT.)

GRIFFIN, TERRI	MCFATTER TECHNICAL COLLEGE	ADMINISTRATIVE SUPPORT ASSISTANT III	PROMOTION
GRIMES, GEORGE	SHERIDAN TECHNICAL COLLEGE	FACILITIES SERVICEPERSON	APPROVAL
HANNAH, DERRICK	SAFETY & SECURITY OPERATIONS	CAMPUS MONITOR	APPROVAL
HARKRADER, LORETTE	ATLANTIC TECHNICAL COLLEGE	BOOKKEEPER III	PROMOTION
HARRIS, MATTHEW	SAFETY & SECURITY OPERATIONS	CAMPUS MONITOR	APPROVAL
HERNANDEZ FUENTES, KEYSHIA	GULFSTREAM ACADEMY OF HALLANDALE BEACH	INFORMATION MANAGEMENT TECHNICIAN	PROMOTION
HIGHTOWER, INDIA	DR. MARTIN LUTHER KING JR., MONTESSORI ACADEMY	ASSISTANT HEAD FACILITIES SERVICEPERSON	PROMOTION
HOLLOWAY, SEAN	OLSEN MIDDLE	ASSISTANT HEAD FACILITIES SERVICEPERSON	PROMOTION
HOUSER, KHALID	SAFETY & SECURITY OPERATIONS	CAMPUS MONITOR	APPROVAL
ISLAM, BETH	WESTCHESTER ELEMENTARY	OFFICE MANAGER I (CONFIDENTIAL)	PROMOTION
JACKSON, AMYA	HR SUPPORT SERVICES	GENERAL CLERK II	APPROVAL
JACKSON, ANTHONY	BUSINESS SUPPORT CENTER	BUDGET SUPPORT SPECIALIST	PROMOTION
JOHNSON, BRIANA	RIVERGLADES ELEMENTARY	COOK & BAKER II A	APPROVAL
JONES, DEVON	SOUTH PLANTATION HIGH	BUILDING OPERATOR SUPERVISOR	PROMOTION
JONES, SHAMIKA	SAFETY & SECURITY OPERATIONS	CAMPUS MONITOR	APPROVAL
JONES, YOSHABELL	ATLANTIC WEST ELEMENTARY	COOK & BAKER II A TO FOOD SERVICE GENERAL WORKER	VOLUNTARY DEMOTION-ACCEPTED NEW POSITION
JOSEPH, JULIANA	OFFICE OF THE CHIEF AUDITOR	INVENTORY AUDIT SPECIALIST	APPROVAL
JOSEPH, TITUS	SUNLAND PARK ACADEMY	ASSISTANT HEAD FACILITIES SERVICEPERSON	PROMOTION
KARPUSKA, BARON	WESTPINE MIDDLE	FACILITIES SERVICEPERSON	APPROVAL
KEIRA, JENNIFER	PUPIL TRANSPORTATION - C	BUS OPERATOR	APPROVAL
KLUEBER, RYAN	PHYSICAL PLANT OPERATIONS	LEADMAN LOCKSMITH	PROMOTION
LA ROSA, LIANDRA	DANIA ELEMENTARY	FOOD SERVICE GENERAL WORKER	APPROVAL
LAVACHE, FRANTZ	SAFETY & SECURITY OPERATIONS	CAMPUS MONITOR	APPROVAL
LINDER SANDS, ARNETHA	STRANAHAN HIGH	FOOD SERVICE GENERAL WORKER	APPROVAL
LOCKE, LINDSAY	EMBASSY CREEK	FOOD SERVICE GENERAL WORKER	APPROVAL

NON-INSTRUCTIONAL (NON-MANAGERIAL) APPROVALS/REASSIGNMENTS/PROMOTIONS/DEMOTIONS (CONT.)

LOVE, DESIREE	CROISSANT PARK ELEMENTARY	FOOD SERVICE GENERAL WORKER	APPROVAL
MACK, MELA-NAE	HR SUPPORT SERVICES	HUMAN RESOURCES SUPPORT SERVICES SPECIALIST	APPROVAL
MARCANO ACUM, NICOLLE	CHOICE/CHARTER SCHOOL MANAGEMENT/SUPPORT	OFFICE MANAGER (CONFIDENTIAL)	PROMOTION
MARTIN, SANDRA	ATLANTIC TECHNICAL COLLEGE	BUDGETKEEPER I	PROMOTION
MCCALL, WHANTRENIA	SCHOOL SECURITY SUPPORT SERVICES	PAYROLL PROCESSOR	PROMOTION
MCELVY, MAEFEIA	NOB HILL ELEMENTARY	FOOD SERVICE GENERAL WORKER	APPROVAL
MEJIA ESPINAL, RUTH	ATTUCKS MIDDLE	COOK & BAKER II A	PROMOTION
MICHEL, JEAN CLAUDE	SAFETY & SECURITY OPERATIONS	CAMPUS MONITOR	APPROVAL
MIGUEL ALVINO, HAYDEE	QUIET WATERS ELEMENTARY	FOOD SERVICE GENERAL WORKER	APPROVAL
MILLER, JOHNNY	OAKRIDGE ELEMENTARY	FACILITIES SERVICEPERSON	APPROVAL
MILLER, ZERRY	SAFETY & SECURITY OPERATIONS	CAMPUS MONITOR	APPROVAL
MONTALVO, ARLYN	TITLE I, MIGRANT & SPECIAL PROGRAMS	COMMUNITY LIAISON	APPROVAL
MORA, CHRISTIAN	MAINTENANCE-ZONE 3	CARPENTER (JOURNEYPERSON)	PROMOTION
MORGAN, REGINALD	SAFETY & SECURITY OPERATIONS	CAMPUS MONITOR	APPROVAL
NOREA, YAMANJA	PUPIL TRANSPORTATION - C	BUS OPERATOR	APPROVAL
ORIOL, CHRISTINE	BOYD H. ANDERSON HIGH	JOB COACH	PROMOTION
PADGETT, BRANDON	CYPRESS BAY HIGH	FACILITIES SERVICEPERSON	APPROVAL
PASCAL, FINDIA	DAVE THOMAS EDUCATION CENTER	REGISTRAR III	APPROVAL
PINNOCK GRAYDON, PAULINE	TEQUESTA TRACE MIDDLE	FACILITIES SERVICEPERSON	APPROVAL
PLAISIMOND, NATASHA	COCONUT CREEK HIGH	FOOD SERVICE GENERAL WORKER	APPROVAL
QUEZADA, PAOLA	FOOD & NUTRITION SERVICES	CLERK SPECIALIST III	APPROVAL
RAMIREZ, KASSANDRA	CAPITAL BUDGET	DEPARTMENT SECRETARY (CONFIDENTIAL)	APPROVAL
RATTRAY, OCTAVIA	PUPIL TRANSPORTATION - N	BUS OPERATOR	APPROVAL
REED, CHRISTINE	NEW RIVER MIDDLE	FOOD SERVICE GENERAL WORKER	APPROVAL
RODRIGUEZ, MARLEN	EAGLE RIDGE ELEMENTARY	FOOD SERVICE GENERAL WORKER	APPROVAL
ROSS, NATHANIEL	CHARLES DREW ELEMENTARY	ASSISTANT HEAD FACILITIES SERVICEPERSON	APPROVAL
SANTIAGO SANTIAGO, DANIEL	PHYSICAL PLANT OPERATIONS	CARPENTER (JOURNEYPERSON)	APPROVAL

NON-INSTRUCTIONAL (NON-MANAGERIAL) APPROVALS/REASSIGNMENTS/PROMOTIONS/DEMOTIONS (CONT.)

SANTOS, ANA	COLLINS ELEMENTARY	ASSISTANT HEAD FACILITIES SERVICEPERSON TO FACILITIES SERVICEPERSON	VOLUNTARY DEMOTION-COMPLETED TEMPORARY CONTRACT
SIMPSON, RAYMOND	BOYD H. ANDERSON HIGH	FACILITIES SERVICEPERSON	APPROVAL
SKINNER, EBONY	SAFETY & SECURITY OPERATIONS	CAMPUS MONITOR	APPROVAL
SMITH, NASTOLGIA	SAFETY & SECURITY OPERATIONS	CAMPUS MONITOR	APPROVAL
SMITH, VINCENT	SOUTH PLANTATION HIGH	FACILITIES SERVICEPERSON	APPROVAL
STAMPLEY, NEBRA	HR SUPPORT SERVICES	GENERAL CLERK II	APPROVAL
STANISCLAS, ABEL	BOYD H. ANDERSON HIGH	FACILITIES SERVICEPERSON	APPROVAL
SUTHERLAND, DANITA	FOOD & NUTRITION SERVICES	FOOD SERVICE GENERAL WORKER	APPROVAL
TURNER, GANESTRICE	NORTH ANDREWS GARDEN ELEMENTARY	FOOD SERVICE GENERAL WORKER	APPROVAL
VALENZUELA, SAMUEL	BOULEVARD HEIGHTS ELEMENTARY	FACILITIES SERVICEPERSON	APPROVAL
VANCE, IDI	WESTGLADES MIDDLE	HEAD FACILITIES SERVICEPERSON, GROUNDS & MINOR REPAIR	PROMOTION
WATTS-BERNARD, ONEIL	SAFETY & SECURITY OPERATIONS	CAMPUS MONITOR	APPROVAL
WAUGH, LINDY	PUPIL TRANSPORTATION - CW	BUS OPERATOR	APPROVAL
WHITTENBERG, ERIK	SILVER RIDGE ELEMENTARY	HEAD FACILITIES SERVICEPERSON	PROMOTION
WILLIAMS, LABYRON	CHARLES FLANAGAN HIGH	FACILITIES SERVICEPERSON	APPROVAL
WILLIAMS, RAESHAWN	BETHUNE, MARY M. ELEMENTARY	CHILD DEVELOPMENT ASSOCIATE	APPROVAL
WILSON, GEORGANNE	PUPIL TRANSPORTATION - CW	BUS OPERATOR	APPROVAL
WOODS, MALISA	PUPIL TRANSPORTATION - C	BUS OPERATOR	APPROVAL
WOODS, MATTIE	ATLANTIC TECHNICAL COLLEGE	JOB COACH	APPROVAL
ZUNIGA MENDOZA, CRHISTIAN	HOLLYWOOD HILLS HIGH	FACILITIES SERVICEPERSON	APPROVAL

Approved by:

Eric M. Chisem, Director
Talent Acquisition & Operations (Non-Instructional)

JANUARY 23, 2024

NON-INSTRUCTIONAL (NON-MANAGERIAL) SUBSTITUTES

NAME	TITLE
BARDOZA DE LUENGO, ROSELINA	SUB FOOD SERVICE
GONZALEZ CRUZ, YANET	SUB FOOD SERVICE
SANCHEZ, ANESHA	SUB FOOD SERVICE
SHOWERS, SANDRA	SUB FOOD SERVICE
THOMAS, MARLENE	SUB FOOD SERVICE

Approved by:

Eric M. Chisem, Director
Talent Acquisition & Operations (Non-Instructional)

JANUARY 23, 2024

NON-INSTRUCTIONAL (NON-MANAGERIAL) TEMPORARY EMPLOYEES

NAME	TITLE
COLON, KASSANDRA	CHILD CARE MONITOR I
MARSHALL, LILLIE	BUS OPERATOR TRAINEE
MARTIN, CHARITY	BUS OPERATOR TRAINEE
MENDEZ, DIANA	TEMPORARY CLERICAL
PRINGLE, MATTHEW	CHILD CARE MONITOR I
RAINNER, SHANICE	CHILD CARE MONITOR I

Approved by:

Eric M. Chisem, Director
Talent Acquisition & Operations (Non-Instructional)

JANUARY 23, 2024

NON-INSTRUCTIONAL (NON-MANAGERIAL) LEAVES

NAME	LOCATION	TITLE
AHSAN, LUTHFUN	HUNT, JAMES S. ELEMENTARY	FOOD SERVICE GENERAL WORKER
AVILA, IRLANDA	PINEWOOD ELEMENTARY	TEACHER ASSISTANT
CAYARD, JOANN	MORROW ELEMENTARY	CLASSROOM ASSISTANT
CID, LOURDES	SILVER TRAIL MIDDLE	GENERAL CLERK II
CLINTON, RODNEY	BRIGHT HORIZONS SCHOOL	BEHAVIORAL TECHNICIAN
DELEASE, JUDITH	DANIA ELEMENTARY	TECHNOLOGY SUPPORT SPECIALIST II
DERICO, DIANE	PUPIL TRANSPORTATION - N	RELIEF BUS OPERATOR
FELIX, JOANE	MEADOWBROOK ELEMENTARY	TEACHER ASSISTANT
HILL, MARVIN	COCONUT CREEK HIGH	ASSISTANT HEAD FACILITIES SERVICEPERSON
LIVINGSTONE, KAYELAH	ESE CURRICULUM	BEHAVIORAL TECHNICIAN
LOFTON, SAQUARIA	BOYD H. ANDERSON HIGH	TEACHER ASSISTANT
MADERA-SANCHEZ, LIONYMAR	MCNAB ELEMENTARY	TEACHER ASSISTANT
MANNER, STEPHANIE	PEMBROKE LAKES ELEMENTARY	CLERK TYPIST II
MICHAUD, NAELLA	LAKE FOREST ELEMENTARY	TEACHER ASSISTANT
MICHAUD, NEHEMIE	SEAGULL SCHOOL	TEACHER ASSISTANT
MOODLIYAR, LARESA	CHAPEL TRAIL ELEMENTARY	TEACHER ASSISTANT
PETROVICH, EVDOKIJA	DANIA ELEMENTARY	TEACHER ASSISTANT
POSADA, ANA	TRADEWINDS ELEMENTARY	CLASSROOM ASSISTANT
PRESUME, CRYSTAL	EVERGLADES HIGH	JOB COACH
WHITT, THERESA	PARK TRAILS ELEMENTARY	TEACHER ASSISTANT

Approved by:

Eric M. Chisem

Eric M. Chisem, Director
Talent Acquisition & Operations (Non-Instructional)

JANUARY 23, 2024

NON-INSTRUCTIONAL (NON-MANAGERIAL) APPROVALS
(RETURN FROM LEAVE)

NAME	LOCATION	TITLE
BUTLER, MEGGAN	SAFETY & SECURITY OPERATIONS	CAMPUS MONITOR
THOMPSON, TIFFINY	SCHOOL SECURITY SUPPORT SERVICES	SENIOR PAYROLL/PAF PROCESSOR

Approved by:

Eric M. Chisem, Director
Talent Acquisition & Operations (Non-Instructional)

RECOMMENDED POSITION
AND
SUMMARY OF ADVERTISED POSITION

RECOMMENDED CANDIDATE: Evensky Joseph

CURRENT/PREVIOUS POSITION: Professional Development Specialist, Coaching & Induction (SBBC)

CURRENT/PREVIOUS SALARY: $75,220 **CURRENT WORK CALENDAR:** 244 Days

RECOMMENDED POSITION: Specialist, Family Engagement (RR-055)

RECOMMENDED SALARY: $81,968, Pay Grade 25, Step 5, from The School Board of Broward County, Florida, 2022-2023 Broward Teachers Union/Technical Support Professionals Salary Schedule (BTU/TSP)

RECOMMENDED WORK CALENDAR: 244 Days

EFFECTIVE DATE: 1/24/2024

NUMBER OF APPLICANTS: 132

NUMBER OF QUALIFIED APPLICANTS: 62

NUMBER OF QUALIFIED APPLICANTS INTERVIEWED: 12

REASON FOR SELECTION:

This individual has been selected as the best qualified candidate for the position based upon education, professional experience and responses to the interview questions.

DEGREE(S) AWARDED: Master's Degree, Education, Nova Southeastern University, Fort Lauderdale, FL
Bachelor's Degree, Interdisciplinary Studies, Florida International University, Miami FL

SELECTION COMMITTEE:

Nadia Bryan Clarke, Assistant Director, Family & Community Engagement
Tammy Clabo, Assistant Principal, Atlantic Technical College
Armando Arana, Coordinator, Legislative Affairs

COPIES OF RESUMES ARE ON FILE IN TALENT ACQUISITION & OPERATIONS (NON-INSTRUCTIONAL)

RECOMMENDED POSITION
AND
SUMMARY OF ADVERTISED POSITION

RECOMMENDED CANDIDATE: Asha McGlashan

CURRENT/PREVIOUS POSITION: Coordinator, Strategic Management (SBBC)

CURRENT/PREVIOUS SALARY: $83,200 **CURRENT WORK CALENDAR:** 244 Days

RECOMMENDED POSITION: Assistant Director, Planning and Implementation (R-081)

RECOMMENDED SALARY: $101,500, Pay Band C, from The School Board of Broward County, Florida, Educational Support Management Association of Broward, Inc. (ESMAB) 2023 -2024 Pay Band Salary Schedule

RECOMMENDED WORK CALENDAR: 244 Days

EFFECTIVE DATE: 1/24/2024

NUMBER OF APPLICANTS: 14

NUMBER OF QUALIFIED APPLICANTS: 6 (1 Withdrew)

NUMBER OF QUALIFIED APPLICANTS INTERVIEWED: 5

REASON FOR SELECTION:

This individual has been selected as the best qualified candidate for the position based upon education, professional experience and responses to the interview questions.

DEGREE(S) AWARDED:
Doctorate Degree, Business Administration, Walden University, Minneapolis, MN
Master's Degree, Business Administration, American InterContinental University, Weston, FL
Bachelor's Degree, Marketing, Virginia State University, Petersburg, VA

SELECTION COMMITTEE:

Dr. Daryl Diamond, Director, Planning, Implementation, Transition, Adoption and Continuous Improvement
Matthew Bradford, Executive Director, IT Services
Dana Suzanne Rubenstein, Assistant Director, Training, Adoption and Continuous Improvement, PITAC
Lisa Milenkovic, Curriculum Supervisor, Applied Learning

COPIES OF RESUMES ARE ON FILE IN TALENT ACQUISITION & OPERATIONS (NON-INSTRUCTIONAL)

Established 1915
BROWARD
County Public Schools

OFFICE OF THE SUPERINTENDENT
DR. PETER B. LICATA
SUPERINTENDENT OF SCHOOLS

PHONE: 754-321-2600 **FAX:** 754-321-2701 **EMAIL:** pbl@browardschools.com

DATE: January 16, 2024

TO: School Board Members

FROM: David M. Azzarito Jr.
Chief People Officer

Valerie S. Wanza, Ph. D.
Deputy Superintendent, Chief of Staff

VIA: Dr. Peter B. Licata
Superintendent of Schools

SUBJECT: **REQUEST TO REVISE H-3, NON-INSTRUCTIONAL APPOINTMENTS & LEAVES 2023-2024 FOR THE JANUARY 23, 2024-REGULAR SCHOOL BOARD MEETING**

Attached is a revision for H-3, Non-Instructional Appointments & Leaves for 2023-2024, for the January 23, 2024-Regular School Board Meeting.

- Section 4. Educational Support Managerial Association of Broward, Inc. (ESMAB), Police Benevolent Association (PBA) and Technical Support Professionals (TSP) Personnel – Recommended Appointments **Revised:** Fifteen (15) recommended appointments were added to section 4, including pages **12** – **26**.

- Section 4c. Recommended Appointments of Temporary Educational Support Managerial Association of Broward, Inc. (ESMAB), Technical Support Professionals (TSP), and Police Benevolent Association (PBA) Personnel **Revised**: One (1) recommended appointment was added to section 4c.

- Section 6. School-Based Managerial Personnel Appointments **Revised:** Two (2) recommended appointments were added to section 6, including pages **27** – **28**.

PBL/VSW/DMA/EMC:sl
Attachment(s)

c: Senior Leadership Team

REVISED

JANUARY 23, 2024

NON-INSTRUCTIONAL APPOINTMENTS AND LEAVES 2023-2024

This agenda item includes all personnel recommendations for appointments, assignments and leaves for Non-Instructional Personnel that have been combined into one Board Item.

Non-Instructional recommendations include the name of recommended individual(s) school/location, job title, and applicable information.

☑ All individuals recommended have the qualifications required for the specified position and will be paid as specified in the Board Approved Salary Schedules.

All recommendations are made with the understanding that these individuals will comply with regulations/policies as set forth by the Florida Department of Education and The School Board of Broward County, Florida.

		Page(s)
1.	**Non-Instructional (Non-Managerial) Approval(s)/Reassignment(s)/Promotion(s)/Demotion(s)**	1-5
2.	**Non-Instructional (Non-Managerial) Substitutes/Temporary Employees**	6-7
3.	**Non-Instructional (Non-Managerial) Leave(s)-Layoffs(s)**	8-9
4.	**Managerial/Professional/Technical (ESMAB, PBA, TSP) Recommended Appointments (REVISED)**	12-26
		10-11

The specific positions and the individuals recommended for the District Managerial/Professional Technical (ESMAB, PBA, TSP) position(s) are listed below. Each position has a Summary of Advertised Position which gives the position, effective date, individual recommended to fill the position, salary, work calendar, number of applicants (qualified and interviewed) and the Interview Committee. All recommendations are made with the understanding that these persons will comply with regulations as set forth by the Florida Department of Education and The School Board of Broward County.

4. Educational Support Managerial Association of Broward, Inc. (ESMAB), Police Benevolent Association (PBA) and Technical Support Professionals (TSP) Personnel – Recommended Appointments (REVISED)

Revised – Fifteen (15) Names Added

Name	Recommended Position	Page
Basulto Arencibia, Gloria	Curriculum Supervisor, Career, Technical, Adult, Community, Education	12
Castano, Luis	Budget Analyst III	13
D'Apuzzo, Lauren	Professional Development Specialist	14
Jacques, Harvey	Lieutenant	15
Lee, Taria	Clinical Nurse, Coordinated Student Health Services	16
Louisdhom, Suzie	Purchasing Card Coordinator	17
Masters, Ruth	Supervisor, Special Needs Transportation	18
*Matthews, Courtney	Manager, Area Security	19
*McFarlane, Melissa	Clinical Nurse, Coordinated Student Health Services	20
Palmer-Carter, Vonda	Specialist, Positive Behavior Interventions	21
Robinson, Antionece	Curriculum Supervisor, Exceptional Student Education	22
*Rosenthal, Marcia	Auditor III	23
Suarez, Alex	Manager II, Production	24
Twitty, Lamar	Manager, Area Security	25
Turner, Tracy-Ann	Coordinator, Teacher Support	26

4. Educational Support Managerial Association of Broward, Inc. (ESMAB), Police Benevolent Association (PBA) and Technical Support Professionals (TSP) Personnel – Recommended Appointments (Cont.)

Name	Recommended Position	Page
Joseph, Evensky	Specialist, Family Engagement	10
McGlashan, Asha	Assistant Director, Planning and Implementation	11

Please Note: *Pending Background Check

4 a. Recommended Appointments of Technical Support Professionals (TSP) Positions (School-Based Personnel)

The specific positions and the individuals recommended for the non-instructional administrative position(s) are listed below. All recommendations are made with the understanding that these persons will comply with regulations as set forth by the Florida Department of Education and The School Board of Broward County.

Name	Title/Position	Location	Effective Date
None at this time			

Please Note: *Pending Background Check

4 b. Recommended Appointments of Acting Technical Support Professionals (TSP) Personnel

The specific positions and the individuals recommended for the non-instructional administrative position(s) are listed below. All recommendations are made with the understanding that these persons will comply with regulations as set forth by the Florida Department of Education and The School Board of Broward County.

Name	Title/Position	Location	Effective Date
None at this time			

4 c. Recommended Appointments of Temporary Educational Support Managerial Association of Broward, Inc. (ESMAB), Technical Support Professionals (TSP), and Police Benevolent Association (PBA) Personnel (REVISED)

The specific positions and the individuals recommended for the non-instructional administrative position(s) are listed below. All recommendations are made with the understanding that these persons will comply with regulations as set forth by the Florida Department of Education and The School Board of Broward County.

Revised – One (1) Name Added

Name	Title/Position	Location	Effective Date
Bertrand, Tracey Ann	Temporary ESMAB Administrator (A2) $40.45 per hour, 8.0 hours per day/40 hours per week	Research, Evaluation & Accountability	1/24/2024

Please Note: *Pending Background Check

4 d. Recommended Appointments of Temporary Technical Support Professionals (TSP) Positions (School-Based Personnel)

The specific positions and the individuals recommended for the non-instructional administrative position(s) are listed below. All recommendations are made with the understanding that these persons will comply with regulations as set forth by the Florida Department of Education and The School Board of Broward County.

Name	Title/Position	Location	Effective Date
None at this time			

5. Recommended Reassignments of Current School-Based and District Managerial Personnel

The positions and individuals recommended for reassignment by the Superintendent for the 2023-2024 school/fiscal year are listed below. The School-Based and District Managerial staff member meets the requirements of the position for which he/she is recommended for reassignment. All recommendations are made with the understanding that these persons will comply with regulations as set forth by the Florida Department of Education and The School Board of Broward County. The salary and calendars remain the same except where noted.

Name	Current Assignment	Recommended Reassignment	Effective Date
None at this time			

6. School-Based Managerial Personnel - Recommended Appointments (REVISED)

The specific positions and individuals recommended for Principal and/or Assistant Principal position(s) are listed below. Each position has a Summary of Advertised Position which gives position, effective date, individual recommended to fill the position, salary, work calendar, number of applicants (qualified and interviewed) and the Interview Committee. All recommendations are made with the understanding that these persons will comply with regulations as set forth by the Florida Department of Education and The School Board of Broward County.

Name	Recommended Position	Page
~~None at this time~~		
Revised – Two (2) Names Added		
Name	Name	Name
Dixon, Dwayne	Principal, Coral Springs High	27
Fulton, Keandra	Principal, Coral Springs Elementary	28

Please Note: *Pending Background Check

6 a. Recommended Appointments of Temporary School-Based Administrative Personnel

The specific positions and the individuals recommended for the non-instructional administrative position(s) are listed below. All recommendations are made with the understanding that these persons will comply with regulations as set forth by the Florida Department of Education and The School Board of Broward County. The individual(s) recommended for the position(s) will assist the location by serving as a temporary Principal or Assistant Principal at a school site, during a leave or until the vacancy can be permanently filled by the Office of School Performance & Accountability.

Name	Position	Location	Effective Date
None at this time			

7. Recommended Appointments of School-Based and District Managerial Acting/Special/Task Assignment Personnel

The positions and individuals recommended for acting/special/task assignments by the Superintendent for the 2023-2024 school/fiscal year are listed below. Each recommended acting/special/task assignment includes candidate's name, present assignment, contract status, recommended acting/task assignment, administrator replaced (if applicable), effective date and time of acting/special/task assignment, explanation for selection, work calendar and salary.

Name	Recommended Position	Page
None at this time		

8. **School-Based and District Managerial Personnel Leaves for the 2023-2024 School/Fiscal Year**

Name	Position	Location	Leave/Effective Date:
None at this time			

9. **Salary Adjustment(s)**

Name	Position	Location	Effective Date
None at this time			

VSW/DMA/EMC:sl

REVISED

RECOMMENDED POSITION
AND
SUMMARY OF ADVERTISED POSITION

RECOMMENDED CANDIDATE: Gloria Basulto Arencibia

CURRENT/PREVIOUS POSITION: Assistant Principal, Miramar High School, SBBC

CURRENT/PREVIOUS SALARY: $89,250 **CURRENT WORK CALENDAR:** 216 Days

RECOMMENDED POSITION: Curriculum Supervisor, Career, Technical, Adult, Community Education (E-049)

RECOMMENDED SALARY: $100,819, Pay Band C, from The School Board of Broward County, Florida, Educational Support Management Association of Broward, Inc. (ESMAB) 2023 -2024 Pay Band Salary Schedule

RECOMMENDED WORK CALENDAR: 244 Days

EFFECTIVE DATE: 1/24/2024

NUMBER OF APPLICANTS: 9

NUMBER OF QUALIFIED APPLICANTS: 8

NUMBER OF QUALIFIED APPLICANTS INTERVIEWED: 6

REASON FOR SELECTION:

This individual has been selected as the best qualified candidate for the position based upon education, professional experience and responses to the interview questions.

DEGREE(S) AWARDED:

Specialist's Degree, Educational Leadership, Nova Southeastern University, Fort Lauderdale, FL

Master's Degree, Science Education, Nova Southeastern University, Fort Lauderdale, FL

Bachelor's Degree, Biology, Nova Southeastern University, Fort Lauderdale, FL

SELECTION COMMITTEE:

Maria Formoso, Director, Career, Technical, Adult, Community Education

Alexander Francois, Principal, South Broward High

Jon Marlow, Principal, Deerfield High

COPIES OF RESUMES ARE ON FILE IN TALENT ACQUISITION & OPERATIONS (NON-INSTRUCTIONAL)

Board Date: 1/23/2024

EMC:ii

Tracking Number: 6254

REVISED

RECOMMENDED POSITION
AND
SUMMARY OF ADVERTISED POSITION

RECOMMENDED CANDIDATE: Luis Castano

CURRENT/PREVIOUS POSITION: Auditor III - SBBC

CURRENT/PREVIOUS SALARY: $68,000 **CURRENT WORK CALENDAR:** 244 Days

RECOMMENDED POSITION: Budget Analyst III (WW-014.3)

RECOMMENDED SALARY: $73,171, Pay Grade 23, Step 6, from The School Board of Broward County, Florida, 2022-2023 Broward Teachers Union/Technical Support Professionals Salary Schedule (BTU/TSP)

RECOMMENDED WORK CALENDAR: 244 Days

EFFECTIVE DATE: 1/24/2024

NUMBER OF APPLICANTS: 36

NUMBER OF QUALIFIED APPLICANTS: 27 (2 Withdrew)

NUMBER OF QUALIFIED APPLICANTS INTERVIEWED: 7

REASON FOR SELECTION:
This individual has been selected as the best qualified candidate for the position based upon education, professional experience and responses to the interview questions.

DEGREE(S) AWARDED: Bachelor's Degree, Finance, University of Quindío, Armenia, Quindío, Colombia

SELECTION COMMITTEE:
Diana Martens, Assistant Director, Budget
Aston Rowe, Assistant Director, Planning, Implementation, Transition, Adoption & Continuous Improvement
Marlem Aleman, Budget Analyst IV, Budget

COPIES OF RESUMES ARE ON FILE IN TALENT ACQUISITION & OPERATIONS (NON-INSTRUCTIONAL)

Board Date: 1/23/2024

EMC:mc

Tracking Number: 6116

REVISED

RECOMMENDED POSITION
AND
SUMMARY OF ADVERTISED POSITION

RECOMMENDED CANDIDATE: Lauren D'Apuzzo

CURRENT/PREVIOUS POSITION: Art Teacher, Dillard High School (SBBC)

CURRENT/PREVIOUS SALARY: $50,838 **CURRENT WORK CALENDAR:** 216 Days

RECOMMENDED POSITION: Professional Development Specialist (Grant Funded) (CC-071)

RECOMMENDED SALARY: $67,353, Pay Grade 23, Step 3, from The School Board of Broward County, Florida, 2022-2023 Broward Teachers Union/Technical Support Professionals Salary Schedule (BTU/TSP)

RECOMMENDED WORK CALENDAR: 244 Days

EFFECTIVE DATE: 1/24/2024

NUMBER OF APPLICANTS: 29

NUMBER OF QUALIFIED APPLICANTS: 27 (1 Withdrew)

NUMBER OF QUALIFIED APPLICANTS INTERVIEWED: 6

REASON FOR SELECTION:

This individual has been selected as the best qualified candidate for the position based upon education, professional experience and responses to the interview questions.

DEGREE(S) AWARDED: Bachelor's Degree, Art Education & Fine Arts in Digital Media, University of Florida, Gainesville, FL

SELECTION COMMITTEE:

Susan Cantrick, Director, Applied Learning

Donna Hayes, Art Curriculum Supervisor, Applied Learning

Christopher Gates, Senior Manager, Grants Administration

Lisa Milenkovic, Supervisor, STEM + Computer Science, Applied Learning

COPIES OF RESUMES ARE ON FILE IN TALENT ACQUISITION & OPERATIONS (NON-INSTRUCTIONAL)

Board Date: 1/23/2024

EMC:ii

Tracking Number: 6157

REVISED

RECOMMENDED POSITION
AND
SUMMARY OF ADVERTISED POSITION

RECOMMENDED CANDIDATE: Harvey Jacques

CURRENT/PREVIOUS POSITION: Sergeant, Special Investigative Unit (SIU)

CURRENT/PREVIOUS SALARY: $89,000 **CURRENT WORK CALENDAR:** 244 Days

RECOMMENDED POSITION: Lieutenant (ZZ-040)

RECOMMENDED SALARY: $104,000, Pay Band C, from The School Board of Broward County, Florida, Educational Support Management Association of Broward, Inc. (ESMAB) 2023 -2024 Pay Band Salary Schedule

RECOMMENDED WORK CALENDAR: 244 Days

EFFECTIVE DATE: 1/24/2024

NUMBER OF APPLICANTS: 11

NUMBER OF QUALIFIED APPLICANTS: 8

NUMBER OF QUALIFIED APPLICANTS INTERVIEWED: 6

REASON FOR SELECTION:

This individual has been selected as the best qualified candidate for the position based upon education, professional experience and responses to the interview questions.

DEGREE(S) AWARDED:

Master's Degree, Criminal Justice, Liberty University, Lynchburg, VA

Bachelor's Degree, Liberal Studies, Thomas Edison State College, Trenton, NJ

Associate's Degree, Criminal Justice, Broward College, Davie, FL

SELECTION COMMITTEE:

Craig Kowalski, Chief, Special Investigative Unit (SIU)

Patricia Brown, Director, Athletics & Student Services

Thomas Correll, Director, Teaching & Learning, South

COPIES OF RESUMES ARE ON FILE IN TALENT ACQUISITION & OPERATIONS (NON-INSTRUCTIONAL)

Board Date: 1/23/2024

EMC:ms

Tracking Number: 6204

REVISED

RECOMMENDED POSITION
AND
SUMMARY OF ADVERTISED POSITION

RECOMMENDED CANDIDATE: Taria Lee

CURRENT/PREVIOUS POSITION: School Nurse (PROF), SBBC

CURRENT/PREVIOUS SALARY: $43,785 **CURRENT WORK CALENDAR:** 216 Days

RECOMMENDED POSITION: Clinical Nurse, Coordinated Student Health Services (EE-138)

RECOMMENDED SALARY: $63,733, Pay Grade 23, Step 1, from The School Board of Broward County, Florida, 2022-2023 Broward Teachers Union/Technical Support Professionals Salary Schedule (BTU/TSP)

RECOMMENDED WORK CALENDAR: 244 Days

EFFECTIVE DATE: 1/24/2024

NUMBER OF APPLICANTS: 7

NUMBER OF QUALIFIED APPLICANTS: 6

NUMBER OF QUALIFIED APPLICANTS INTERVIEWED: 6

REASON FOR SELECTION:

This individual has been selected as the best qualified candidate for the position based upon education, professional experience and responses to the interview questions.

DEGREE(S) AWARDED: Bachelor's Degree, Nursing, Western Governors University, Salt Lake City, UT

Associate's Degree, Nursing, Miami Dade College, Miami, FL

SELECTION COMMITTEE:

Heather Katcher, Director, Coordinated Student Health Services

Leo Nesmith, Principal, Silver Trail Middle

Alex Macri, Coordinator, Talent, Acquisitions, and Operations (Non-Instructional)

John Burbridge, Jr., Manager, Area Security, Safety & Security Operations

Cynthia Dawes, Clinical Nursing Supervisor, Coordinated Student Health Services

COPIES OF RESUMES ARE ON FILE IN TALENT ACQUISITION & OPERATIONS (NON-INSTRUCTIONAL)

Board Date: 1/23/2024

EMC:ii

Tracking Number: 6150

REVISED

RECOMMENDED POSITION
AND
SUMMARY OF ADVERTISED POSITION

RECOMMENDED CANDIDATE: Suzie Louisdhom

CURRENT/PREVIOUS POSITION: Budget Analyst I - SBBC

CURRENT/PREVIOUS SALARY: $54,508 **CURRENT WORK CALENDAR:** 244 Days

RECOMMENDED POSITION: Purchasing Card Coordinator (DD-103)

RECOMMENDED SALARY: $54,508, Pay Grade 20, Step 3, from The School Board of Broward County, Florida, 2022-2023 Broward Teachers Union/Technical Support Professionals Salary Schedule (BTU/TSP)

RECOMMENDED WORK CALENDAR: 244 Days

EFFECTIVE DATE: 1/24/2024

NUMBER OF APPLICANTS: 16

NUMBER OF QUALIFIED APPLICANTS: 3 (1 Withdrew)

NUMBER OF QUALIFIED APPLICANTS INTERVIEWED: 2

REASON FOR SELECTION:

This individual has been selected as the best qualified candidate for the position based upon education, professional experience and responses to the interview questions.

DEGREE(S) AWARDED: Associate's Degree, Accounting, Broward College, Davie, FL

SELECTION COMMITTEE:

Leo Ruenes, Senior Process Analyst, Procurement & Warehousing Services

Eric Seifer, Process Analyst, Procurement & Warehousing Services

Cheryl Fields, Project Coordinator, Physical Plant Operations

COPIES OF RESUMES ARE ON FILE IN TALENT ACQUISITION & OPERATIONS (NON-INSTRUCTIONAL)

Board Date: 1/23/2024

EMC:mc

Tracking Number: 6054

REVISED

RECOMMENDED POSITION
AND
SUMMARY OF ADVERTISED POSITION

RECOMMENDED CANDIDATE: Ruth Masters

CURRENT/PREVIOUS POSITION: Transportation Route Analyst, SBBC

CURRENT/PREVIOUS SALARY: $75,004 **CURRENT WORK CALENDAR:** 244 Days

RECOMMENDED POSITION: Supervisor, Special Needs Transportation (DD-035)

RECOMMENDED SALARY: $79,736, Pay Grade 25, Step 4, from The School Board of Broward County, Florida, 2022-2023 Broward Teachers Union/Technical Support Professionals Salary Schedule (BTU/TSP)

RECOMMENDED WORK CALENDAR: 244 Days

EFFECTIVE DATE: 1/24/2024

NUMBER OF APPLICANTS: 15

NUMBER OF QUALIFIED APPLICANTS: 2

NUMBER OF QUALIFIED APPLICANTS INTERVIEWED: 2

REASON FOR SELECTION:

This individual has been selected as the best qualified candidate for the position based upon education, professional experience and responses to the interview questions.

DEGREE(S) AWARDED: Associate's Degree, Office Management, Broward College, Davie, FL

SELECTION COMMITTEE:

Dr. Simone Clowers, Task Assigned, Director, Transportation & Fleet Services

Luis Guedes, Supervisor, Vehicle Maintenance

Ben Osborne, Manager I, Custodial/Grounds Services

COPIES OF RESUMES ARE ON FILE IN TALENT ACQUISITION & OPERATIONS (NON-INSTRUCTIONAL)

Board Date: 1/23/2024

EMC:ii

Tracking Number: 6253

REVISED

RECOMMENDED POSITION
AND
SUMMARY OF ADVERTISED POSITION

RECOMMENDED CANDIDATE: Courtney Matthews

CURRENT/PREVIOUS POSITION: Retired

CURRENT/PREVIOUS SALARY: N/A **CURRENT WORK CALENDAR:** N/A

RECOMMENDED POSITION: Manager, Area Security (ZZ-042)

RECOMMENDED SALARY: $94,106, Pay Grade 25, Step 10, from The School Board of Broward County, Florida, 2022-2023 Broward Teachers Union/Technical Support Professionals Salary Schedule (BTU/TSP)

RECOMMENDED WORK CALENDAR: 244 Days

EFFECTIVE DATE: 1/24/2024

NUMBER OF APPLICANTS: 91

NUMBER OF QUALIFIED APPLICANTS: 63 (2 Withdrew)

NUMBER OF QUALIFIED APPLICANTS INTERVIEWED: 11

REASON FOR SELECTION:

This individual has been selected as the best qualified candidate for the position based upon education, professional experience and responses to the interview questions.

DEGREE(S) AWARDED:

Master's Degree, Counseling Psychology, Northeastern University, Boston, MA

Bachelor's Degree, Criminal Justice, University of Massachusetts Boston, Boston, MA

SELECTION COMMITTEE:

James La Rosa, Director, Safety & Security Operations

Andrea Swift, Assistant Principal, Whispering Pines Center

Terrance Wilson, Manager, Area Security, Safety & Security Operations

COPIES OF RESUMES ARE ON FILE IN TALENT ACQUISITION & OPERATIONS (NON-INSTRUCTIONAL)

Board Date: 1/23/2024

EMC:ms

Tracking Number: 6277

REVISED

RECOMMENDED POSITION
AND
SUMMARY OF ADVERTISED POSITION

RECOMMENDED CANDIDATE: Melissa McFarlane

CURRENT/PREVIOUS POSITION: RN Care Leader - Trust Bridge

CURRENT/PREVIOUS SALARY: 70,000 **CURRENT WORK CALENDAR:** N/A

RECOMMENDED POSITION: Clinical Nurse, Coordinated Student Health Services (EE-138)

RECOMMENDED SALARY: $73,171, Pay Grade 23, Step 6, from The School Board of Broward County, Florida, 2022-2023 Broward Teachers Union/Technical Support Professionals Salary Schedule (BTU/TSP)

RECOMMENDED WORK CALENDAR: 244 Days

EFFECTIVE DATE: 1/24/2024

NUMBER OF APPLICANTS: 10

NUMBER OF QUALIFIED APPLICANTS: 8 (2 Withdrew)

NUMBER OF QUALIFIED APPLICANTS INTERVIEWED: 3

REASON FOR SELECTION:

This individual has been selected as the best qualified candidate for the position based upon education, professional experience and responses to the interview questions.

DEGREE(S) AWARDED:

Bachelor's Degree, Nursing, Western Governors University, Salt Lake City, UT

Associate's Degree, Nursing, Orion College, Plantation, FL

SELECTION COMMITTEE:

Heather Katcher, Director, Coordinated Student Health Services

Leo Nesmith, Principal, Silver Trail Middle

Alex Macri, Coordinator, Non-Instructional Development, Talent Acquisitions and Operations (Non-Instructional)

Cynthia Dawes, Clinical Nursing Supervisor, Coordinated Student Health Services

COPIES OF RESUMES ARE ON FILE IN TALENT ACQUISITION & OPERATIONS (NON-INSTRUCTIONAL)

Board Date: 1/23/2024

EMC:mc

Tracking Number: 6151

REVISED

RECOMMENDED POSITION
AND
SUMMARY OF ADVERTISED POSITION

RECOMMENDED CANDIDATE: Vonda Palmer-Carter

CURRENT/PREVIOUS POSITION: Assistant Principal - Sunrise Middle School

CURRENT/PREVIOUS SALARY: $86,666 **CURRENT WORK CALENDAR:** 216 Days

RECOMMENDED POSITION: Specialist, Positive Behavior Interventions (EE-141)

RECOMMENDED SALARY: $95,453, Pay Band B, from The School Board of Broward County, Florida, Educational Support Management Association of Broward, Inc. (ESMAB) 2023 -2024 Pay Band Salary Schedule

RECOMMENDED WORK CALENDAR: 244 Days

EFFECTIVE DATE: 1/24/2024

NUMBER OF APPLICANTS: 25

NUMBER OF QUALIFIED APPLICANTS: 12

NUMBER OF QUALIFIED APPLICANTS INTERVIEWED: 7

REASON FOR SELECTION:

This individual has been selected as the best qualified candidate for the position based upon education, professional experience and responses to the interview questions.

DEGREE(S) AWARDED: Master's Degree, Educational Leadership, Nova Southeastern University, Davie, FL

SELECTION COMMITTEE:

Jodi Washington, Director, Equity, Diversity & School Climate

Sylvia Beevas-Smith, Assistant Director, Equity, Diversity & School Climate

Robert Rivera, Principal, Tequesta Trace Middle

COPIES OF RESUMES ARE ON FILE IN TALENT ACQUISITION & OPERATIONS (NON-INSTRUCTIONAL)

Board Date: 1/23/2024

EMC:kd

Tracking Number: 6246

REVISED

RECOMMENDED POSITION
AND
SUMMARY OF ADVERTISED POSITION

RECOMMENDED CANDIDATE: Antionece Robinson

CURRENT/PREVIOUS POSITION: Behavior Program Specialist - SBBC

CURRENT/PREVIOUS SALARY: $50,838 **CURRENT WORK CALENDAR:** 196 Days

RECOMMENDED POSITION: **Curriculum Supervisor, Exceptional Student Education** (B-004)

RECOMMENDED SALARY: $80,000, Pay Band C, from The School Board of Broward County, Florida, Educational Support Management Association of Broward, Inc. (ESMAB) 2023 -2024 Pay Band Salary Schedule

RECOMMENDED WORK CALENDAR: 244 Days

EFFECTIVE DATE: 1/24/2024

NUMBER OF APPLICANTS: 36

NUMBER OF QUALIFIED APPLICANTS: 8

NUMBER OF QUALIFIED APPLICANTS INTERVIEWED: 6

REASON FOR SELECTION:

This individual has been selected as the best qualified candidate for the position based upon education, professional experience and responses to the interview questions.

DEGREE(S) AWARDED: Master's Degree, Management Administrative & Educational Programs, Nova Southeastern University, Davie, FL

SELECTION COMMITTEE:

Sabrina Sheib, Director, Exceptional Student Education Curriculum

Stephanie Acosta Castro, Director, Exceptional Student Education, ESE Support/Compliance

Stacy Ann Wolfe, Supervisor, ESE Transition Services, ESE Support/Compliance

James Griffen, Principal, Boyd Anderson High

Sean Curran, Principal, Evergades High

COPIES OF RESUMES ARE ON FILE IN TALENT ACQUISITION & OPERATIONS (NON-INSTRUCTIONAL)

Board Date: 1/23/2024

EMC:mc

Tracking Number: 6045

REVISED

RECOMMENDED POSITION
AND
SUMMARY OF ADVERTISED POSITION

RECOMMENDED CANDIDATE: Marcia Rosenthal

CURRENT/PREVIOUS POSITION: Unemployed

CURRENT/PREVIOUS SALARY: $0 **CURRENT WORK CALENDAR:** N/A

RECOMMENDED POSITION: Auditor III (LL-001.3)

RECOMMENDED SALARY: $73,000, Pay Band A2, from The School Board of Broward County, Florida, Educational Support Management Association of Broward, Inc. (ESMAB) 2023 -2024 Pay Band Salary Schedule

RECOMMENDED WORK CALENDAR: 244

EFFECTIVE DATE: 1/24/2024

NUMBER OF APPLICANTS: 15

NUMBER OF QUALIFIED APPLICANTS: 6 (3 withdrew)

NUMBER OF QUALIFIED APPLICANTS INTERVIEWED: 3

REASON FOR SELECTION:

This individual has been selected as the best qualified candidate for the position based upon education, professional experience and responses to the interview questions.

DEGREE(S) AWARDED:

Master's Degree, Business Administration, University of Phoenix, Plantation, FL

Bachelor's Degree, Industrial Engineering, Florida International University, Miami, FL

SELECTION COMMITTEE:

Dave Rhodes, Director, Audits, Office of the Chief Auditor

Nakia Gouldbourne, Manager, Internal Funds, Office of the Chief Auditor

Eric Seifer, Process Analyst, Procurement & Warehousing Services

COPIES OF RESUMES ARE ON FILE IN TALENT ACQUISITION & OPERATIONS (NON-INSTRUCTIONAL)

Board Date: 1/23/2024

EMC:lh

Tracking Number: 6240

REVISED

RECOMMENDED POSITION
AND
SUMMARY OF ADVERTISED POSITION

RECOMMENDED CANDIDATE: Alex Suarez

CURRENT/PREVIOUS POSITION: NBC Universal

CURRENT/PREVIOUS SALARY: $93,600 **CURRENT WORK CALENDAR:** N/A

RECOMMENDED POSITION: Manager II, Production (RR-028)

RECOMMENDED SALARY: $100,984, Pay Grade 26, Step 10, from The School Board of Broward County, Florida, 2022-2023 Broward Teachers Union/Technical Support Professionals Salary Schedule (BTU/TSP)

RECOMMENDED WORK CALENDAR: 244 Days

EFFECTIVE DATE: 1/24/2024

NUMBER OF APPLICANTS: 33

NUMBER OF QUALIFIED APPLICANTS: 28

NUMBER OF QUALIFIED APPLICANTS INTERVIEWED: 8

REASON FOR SELECTION:

This individual has been selected as the best qualified candidate for the position based upon education, professional experience and responses to the interview questions.

DEGREE(S) AWARDED: Bachelor's Degree, St. Thomas University, Miami, FL

SELECTION COMMITTEE:

Jose Perez, Executive Director, Broward Education Communication Network and Marketing

John Sullivan, Chief Communications & Legislative Affairs Officer

Guy Barmoha, Director, Secondary Learning

Kayla Concepcion, Director, Mass Media & Community Relations

Iviani Figueroa, Specialist, Communication, Communications & Legislative Affairs

Wanda Robinson, Specialist, Communication, Family & Community Engagement

Gladys Sznajderman, Marketing Specialist, Broward Education Communication Network

Pejay Ryan, Marketing Director, Broward Education Foundation

COPIES OF RESUMES ARE ON FILE IN TALENT ACQUISITION & OPERATIONS (NON-INSTRUCTIONAL)

Board Date: 1/23/2024

EMC:kd

Tracking Number: 5895

REVISED

RECOMMENDED POSITION
AND
SUMMARY OF ADVERTISED POSITION

RECOMMENDED CANDIDATE: Lamar Twitty

CURRENT/PREVIOUS POSITION: Security Specialist - Safety and Security Area 14

CURRENT/PREVIOUS SALARY: $43,417 **CURRENT WORK CALENDAR:** 199

RECOMMENDED POSITION: Manager, Area Security (ZZ-042)

RECOMMENDED SALARY: $73,396, Pay Grade 25, Step 1, from The School Board of Broward County, Florida, 2022-2023 Broward Teachers Union/Technical Support Professionals Salary Schedule (BTU/TSP)

RECOMMENDED WORK CALENDAR: 244 Days

EFFECTIVE DATE: 12/13/2023

NUMBER OF APPLICANTS: 91

NUMBER OF QUALIFIED APPLICANTS: 42

NUMBER OF QUALIFIED APPLICANTS INTERVIEWED: 8

REASON FOR SELECTION:

This individual has been selected as the best qualified candidate for the position based upon education, professional experience and responses to the interview questions.

DEGREE(S) AWARDED: Bachelor's Degree, Criminal Justice, Florida Agricultural & Mechanical University, Tallahasee, FL

SELECTION COMMITTEE:

James LaRosa, Director, Safety & Security, Safety, Security & Emergency Preparedness

Andrea Swift, Assistant Principal, Whispering Pines Center

Terrance Wilson, Manager, Area Security, Safety & Security Operations

COPIES OF RESUMES ARE ON FILE IN TALENT ACQUISITION & OPERATIONS (NON-INSTRUCTIONAL)

Board Date: 1/23/2024

EMC:kd

Tracking Number: 5898

REVISED

RECOMMENDED POSITION
AND
SUMMARY OF ADVERTISED POSITION

RECOMMENDED CANDIDATE: Tracy-Ann Turner

CURRENT/PREVIOUS POSITION: Professional Development Specialist

CURRENT/PREVIOUS SALARY: $67,535 **CURRENT WORK CALENDAR:** 244 Days

RECOMMENDED POSITION: Coordinator, Teacher Support (C-040)

RECOMMENDED SALARY: $84,515, Pay Grade 27, Step 1, from The School Board of Broward County, Florida, Educational Support Management Association of Broward, Inc. (ESMAB) 2023-2024 Pay Band Salary Schedule

RECOMMENDED WORK CALENDAR: 244 Days

EFFECTIVE DATE: 1/24/2024

NUMBER OF APPLICANTS: 42

NUMBER OF QUALIFIED APPLICANTS: 33 (4 Withdrew)

NUMBER OF QUALIFIED APPLICANTS INTERVIEWED: 5

REASON FOR SELECTION:

This individual has been selected as the best qualified candidate for the position based upon education, professional experience and responses to the interview questions.

DEGREE(S) AWARDED: Doctorate Degree, Educational Leadership, Nova Southeastern University, Davie, FL

SELECTION COMMITTEE:

Maria Formoso, Director, Career, Technical & Adult Community Education

Jacqueline Smith , Supervisor, Coaching & Induction

Tiffany Peterson, Coordinator, Leadership Development

Reginald Pierre-Jerome, Coordinator, Leadership Development

COPIES OF RESUMES ARE ON FILE IN TALENT ACQUISITION & OPERATIONS (NON-INSTRUCTIONAL)

Board Date: 1/23/2024

EMC:kd

Tracking Number: 6186

REVISED

RECOMMENDED POSITION
AND
SUMMARY OF ADVERTISED POSITION

RECOMMENDED CANDIDATE: Dwayne Dixon

CURRENT/PREVIOUS POSITION: Assistant Principal, Cypress Bay High

CURRENT/PREVIOUS SALARY: $90,437 **CURRENT WORK CALENDAR:** 216 Days

RECOMMENDED POSITION: Principal, Coral Springs High (B-002)

RECOMMENDED SALARY: $117,000, Category E, from The School Board of Broward County, Florida, Broward Principals and Assistants Association (BPAA) 2023-2024 Pay for Performance Salary Schedule

RECOMMENDED WORK CALENDAR: 244 Days

EFFECTIVE DATE: 1/24/2024

NUMBER OF APPLICANTS: 14

NUMBER OF QUALIFIED APPLICANTS: 10

NUMBER OF QUALIFIED APPLICANTS INTERVIEWED: 8

REASON FOR SELECTION:
This individual has been selected as the best qualified candidate for the position based upon education, professional experience and responses to the interview questions.

DEGREE(S) AWARDED: Master's Degree, Educational Leadership, Florida Atlantic University, Boca Raton, FL

SELECTION COMMITTEE:
Dr. Peter B. Licata, Superintendent of Schools
Dr. Howard D. Hepburn, Deputy Superintendent, Teaching & Learning
Dr. Valerie S. Wanza, Deputy Superintendent, Chief of Staff
Dr. Jermaine Fleming, Regional Superintendent, Teaching & Learning, North
Dr. Angela Fulton, Regional Superintendent, Teaching & Learning, Central
Alan Strauss, Regional Superintendent, Teaching & Learning, South
Dr. Ted Toomer, Associate Superintendent, Teaching & Learning, Non-Traditional Schools
Stephanie Acosta Castro, Director, ESE Support/Compliance
Guy Barmoha, Director, Secondary Learning
Haleh Darbar, Director, Teaching & Learning, Central
Jennifer Escandell, Director, Grants Administration
Teresa Hall, Director, Teaching & Learning, South
Todd LaPace, Director, Teaching & Learning, North
Christine Semisch, Director, Leadership Development
Melissa Gurreonero, Supervisor, Leadership Development

COPIES OF RESUMES ARE ON FILE IN TALENT ACQUISITION & OPERATIONS (NON-INSTRUCTIONAL)

Board Date: 1/23/2024

EMC:ms

Tracking Number: 6290

REVISED

RECOMMENDED POSITION
AND
SUMMARY OF ADVERTISED POSITION

RECOMMENDED CANDIDATE: Keandra Fulton

CURRENT/PREVIOUS POSITION: Assistant Principal, Deerfield Park Elementary

CURRENT/PREVIOUS SALARY: $88,435 **CURRENT WORK CALENDAR:** 216 Days

RECOMMENDED POSITION: Principal, Coral Springs Elementary (B-002)

RECOMMENDED SALARY: $107,000, Category C, from The School Board of Broward County, Florida, Broward Principals and Assistants Association (BPAA) 2023-2024 Pay for Performance Salary Schedule

RECOMMENDED WORK CALENDAR: 244 Days

EFFECTIVE DATE: 1/24/2024

NUMBER OF APPLICANTS: 15

NUMBER OF QUALIFIED APPLICANTS: 10

NUMBER OF QUALIFIED APPLICANTS INTERVIEWED: 7

REASON FOR SELECTION:
This individual has been selected as the best qualified candidate for the position based upon education, professional experience and responses to the interview questions.

DEGREE(S) AWARDED: Specialist's Degree, Educational Leadership, Nova Southeastern University, Davie, FL
Master's Degree, Business Administration, Nova Southeastern University, Davie, FL

SELECTION COMMITTEE:
Dr. Peter B. Licata, Superintendent of Schools
Dr. Howard D. Hepburn, Deputy Superintendent, Teaching & Learning
Dr. Valerie S. Wanza, Deputy Superintendent, Chief of Staff
Dr. Jermaine Fleming, Regional Superintendent, Teaching & Learning, North
Dr. Angela Fulton, Regional Superintendent, Teaching & Learning, Central
Alan Strauss, Regional Superintendent, Teaching & Learning, South
Dr. Ted Toomer, Associate Superintendent, Teaching & Learning, Non-Traditional Schools
Ducarmel Augustin, Director, Teaching & Learning, Central
Melissa Holtz, Director, Elementary Learning
Davida Johnson, Director, Teaching & Learning, South
Victoria Saldala, Director, Bilingual/ESOL
Ricardo Santana, Director, Teaching & Learning, North
Sabrina Sheib, Director, Exceptional Student Education, Curriculum
Merideth Weiss-Schnur, Director, Teaching & Learning, North
Sara LaRosa, Supervisor, Leadership Development

COPIES OF RESUMES ARE ON FILE IN TALENT ACQUISITION & OPERATIONS (NON-INSTRUCTIONAL)

Board Date: 1/23/2024

EMC:ms

Tracking Number: 6289

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	H. Human Resources & Equity
DEPARTMENT:	Talent Acquisition & Operations (Non-Instructional Staffing)

Agenda Item Number:	H-4.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE: **Non-Instructional Separation of Employment or Discipline 2023-2024**

REQUESTED ACTION: **Approve non-instructional separations of employment or termination/discipline as listed on the attached lists respectively. District-wide.**

RATIONALE:

For the Requested Actions, Background/History, alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Separation or Discipline

FINANCIAL IMPACT:

No additional funding is required. The respective funding is allocated in the school/department budgets.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

School Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Valerie S. Wanza	Phone:	754-321-2650
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Valerie Wanza, Deputy Superintendent, Chief of Staff

Signature

Dr. Valerie Wanza, Deputy Superintendent, Chief of Staff

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23

PBL/VSW

For more information, please contact:

Name: Dr. Valerie S. Wanza
Title: Deputy Superintendent, Chief of Staff
Phone: 754-321-2650

EXECUTIVE SUMMARY

H-4 - Non-Instructional Separation of Employment or Discipline 2023-2024

Requested Action
Approve non-instructional separations of employment or termination/discipline as listed on the attached lists respectively.

What would the impact be if the Board voted "yes" or "no"?
If the Board votes "Yes": The separation of employment is officially accepted by the Board. If the discipline is indicated, the discipline action can be implemented.

If the Board votes "No": The separation of employment would not officially be accepted by the Board. If discipline is indicated, the discipline would not be implemented.

Background/History
Recommendations for employee discipline and separation of employment must be approved by the Board. The employee's work location submits documentation to support a recommended action to the Human Resources & Equity Division for review. Once the necessary departments have reviewed supporting documentation and validated compliance with required processes and procedure, the Talent Acquisition & Operations (Non-Instructional) Department prepares the item to be presented for Board-approval.

Alignment to 2027 Goals and Guardrails
This item is aligned to Guardrail 3, *School Support*.

Measurable Outcome(s)/Return on Investment
Discipline implemented by the District is a method to improve employee performance. Expectations are discussed throughout the process to alert the employee of state statutes, and board policies related to their job responsibilities.

Financial Impact
No additional funding is required. The respective funding is allocated in the school/department budgets.

JANUARY 23, 2024

NON-INSTRUCTIONAL SEPARATION OF EMPLOYMENT OR DISCIPLINES 2023-2024

All recommendations include the name of recommended individual(s), school/location and/or job title.

All recommendations are made with the understanding that these individuals will comply with regulations/policies as set forth by the Florida Department of Education and The School Board of Broward County, Florida.

		Page(s)
1.	**Non-Instructional (Non-Managerial) Resignations/Retirements**	1-3
2.	**Non-Instructional (Non-Managerial) Suspensions/Terminations**	4-5

3. **Recommended Resignations/Retirements for Managerial and Professional/Technical Personnel**

Name	Position/Location	Reason/Effective Date
Bailey-Lee, Sherel	School Nurse Wingate Oaks Center	Retirement Effective Date: 12/02/2023
Decaro, Michael	Safety Specialist II Chief Fire Official	Resignation Effective Date: 11/29/2023
Fulmore, Bloneva	Manager II, Transportation Terminals Pupil Transportation	Retirement Effective Date: 01/03/2024
Girardi, Frank	Manager, Construction Pre-Construction	Retirement Effective Date: 02/03/2024
Jones Finley, Chelsea	Coordinator, Supplier Diversity & Outreach Economic Development & Diversity Compliance	Resignation Effective Date: 11/15/2023
Rasheduzzaman, Mohammed	Planner, Growth Management Monitoring Facility Planning & Real Estate	Resignation Effective Date: 12/11/2023
Soni, Sweta	Real Property Analyst Facility Planning & Real Estate	Resignation Effective Date: 12/01/2023
Stokes, Ed	Process Analyst, Procurement & Warehousing Services Materials Logistics	Resignation Effective Date: 11/28/2023
Suarez, Vivian	Principal Coral Springs High	Retirement Effective Date: 12/30/2023

4. **Recommended Suspensions/Terminations for Managerial and Professional/Technical Personnel**

Name	Position/Location	Recommendation
None at this time		

5. **Recommendation(s) for Non-Instructional Disciplines for the 2023-2024 School Year**

This disciplinary action recommendation is a result of an investigation by the Special Investigative Unit (SIU) and/or Equal Educational Opportunities Department (EEO). The individual(s) involved have been provided the opportunity to appear and participate, with representation, before the Professional Standards Committee and in a pre-disciplinary hearing prior to submission of this recommendation. This case was reviewed with the Superintendent of Schools Designee, who agreed to this discipline. The District has followed the School Board processes for disciplinary action. The requested action(s) is listed below.

Name	Position	Location	Recommendation
None at this time			

VSW/DMA/EMC:sl

JANUARY 23, 2024

NON-INSTRUCTIONAL (NON-MANAGERIAL) RESIGNATIONS

NAME	LOCATION	TITLE
ALEJANDRINO, GLORIA	BENEFITS	CLERICAL SUPPORT ASSISTANT IV
BEAVER, AKISHA	SAFETY & SECURITY OPERATIONS	CAMPUS MONITOR
BROWN, LAKISHA	COCONUT CREEK HIGH	FOOD SERVICE GENERAL WORKER
BUTZ, SERENITY	PINEWOOD ELEMENTARY	OFFICE MANAGER I (CONFIDENTIAL)
CARR, JEANNETTE	SAFETY & SECURITY OPERATIONS	CAMPUS MONITOR
CROWDER, GERALD	SAFETY & SECURITY OPERATIONS	CAMPUS MONITOR
DEBERRY, CHRISTOPHER	MARJORY STONEMAN DOUGLAS HIGH	FACILITIES SERVICEPERSON
ELLIOTT, CYNTHIA	NOB HILL ELEMENTARY	COOK & BAKER II A
FERGUSON, JOANN	SAFETY & SECURITY OPERATIONS	CAMPUS MONITOR
FRENCH, LUIS	PUPIL TRANSPORTATION - S	BUS OPERATOR
FUNCHESS, ANDRE	ENDEAVOUR PRIMARY LEARNING CENTER	FACILITIES SERVICEPERSON
GERMAN, TEKESHA	SAFETY & SECURITY OPERATIONS	CAMPUS MONITOR
GIBBS, DARRION	SAFETY & SECURITY OPERATIONS	CAMPUS MONITOR
GILMORE, DIANA	SOUTH BROWARD HIGH	ASSISTANT HEAD FACILITIES SERVICEPERSON
GONZALEZ, HAROLD	CYPRESS BAY HIGH	FACILITIES SERVICEPERSON
HINDS, PIANKHY	SAFETY & SECURITY OPERATIONS	CAMPUS MONITOR
KARPUSKA, BARON RAMI	WESTPINE MIDDLE	FACILITIES SERVICEPERSON
KISSOON, ASHTON	PUPIL TRANSPORTATION - CW	BUS OPERATOR
KRAMER, PETER	SHERIDAN TECHNICAL COLLEGE	FACILITIES SERVICEPERSON
MARTINEZ, BARBARA	RIVERLAND ELEMENTARY	FOOD SERVICE GENERAL WORKER
MELTON, SHEA	SAFETY & SECURITY OPERATIONS	CAMPUS MONITOR
MOSLEY, MONIQUE	SILVER LAKES MIDDLE	FOOD SERVICE GENERAL WORKER
MYRTIL, JOSEPH	PUPIL TRANSPORTATION - N	BUS OPERATOR
OCHOA, JESSICA	GULFSTREAM ACADEMY OF HALLANDALE BEACH	INFORMATION MANAGEMENT TECHNICIAN
OWENS, THERESA	QUIET WATERS ELEMENTARY	FOOD SERVICE GENERAL WORKER
PADILLA, EDERTHMIRA	SAWGRASS SPRINGS MIDDLE	FOOD SERVICE GENERAL WORKER
PIERRE, ROBERT	SAFETY & SECURITY OPERATIONS	CAMPUS MONITOR
PRIETO RODRIGUEZ, SILVIA	QUIET WATERS ELEMENTARY	FOOD SERVICE GENERAL WORKER
RICHARDSON, KIMBERLY	SAFETY & SECURITY OPERATIONS	CAMPUS MONITOR
SAMUEL, VIVIENNE	HOLLYWOOD HILLS HIGH	FOOD SERVICE GENERAL WORKER

JANUARY 23, 2024

NON-INSTRUCTIONAL (NON-MANAGERIAL) RESIGNATIONS (CONT.)

SHOUMAN, JESSICA	GRANTS ADMINISTRATION	OFFICE MANAGER (CONFIDENTIAL)
SMART, TYANDREA	SAFETY & SECURITY OPERATIONS	CAMPUS MONITOR
SPENCE, CAROLE	HORIZON ELEMENTARY	FOOD SERVICE GENERAL WORKER
STILL, KEVIN	SAFETY & SECURITY OPERATIONS	CAMPUS MONITOR
STRIGGLES, SHARDELL	ROCK ISLAND ELEMENTARY	OFFICE MANAGER I (CONFIDENTIAL)
VARGAS, ROBERTO	SAFETY & SECURITY OPERATIONS	CAMPUS MONITOR
VASQUEZ HERRERA, VANESSA	PUPIL TRANSPORTATION - CW	BUS OPERATOR
WOODS, MALISA	PUPIL TRANSPORTATION - C	BUS OPERATOR

Approved by:

Eric M. Chisem, Director
Talent Acquisition & Operations (Non-Instructional)

JANUARY 23, 2024

NON-INSTRUCTIONAL (NON-MANAGERIAL) RETIREMENTS

NAME	LOCATION	TITLE
AARON, THEODORE	THURGOOD MARSHALL ELEMENTARY	HEAD FACILITIES SERVICEPERSON, GROUNDS & MINOR REPAIR
ARENDALE, JOHN	PHYSICAL PLANT OPERATIONS	HARDWARE MECHANIC (JOURNEYPERSON)
BAIN, WILBERT	PHYSICAL PLANT OPERATIONS	LEADMAN UTILITY SERVICEPERSON
BOGLE, JANET	PUPIL TRANSPORTATION - S	BUS ATTENDANT
BORZILLO, DEBBIE	ATLANTIC TECHNICAL COLLEGE	OFFICE MANAGER II
COOPER, ALBERT	SILVER TRAIL MIDDLE	FACILITIES SERVICEPERSON
COX, DEBRA	BUSINESS SUPPORT CENTER	BUDGET SUPPORT SPECIALIST
DIALS, SALLY	PUPIL TRANSPORTATION - C	RELIEF BUS OPERATOR
JOHNSON, DEEDRA	PARKWAY MIDDLE	INFORMATION MANAGEMENT TECHNICIAN
MCCLURE, ELAINE	FOOD & NUTRITION SERVICES	COOK & BAKER II A
RODRIGUEZ, MARIA	SOUTH PLANTATION HIGH	FACILITIES SERVICEPERSON
RUIZ, SANTIAGO	MIRAMAR ELEMENTARY	HEAD FACILITIES SERVICEPERSON
SMITH, MERITA	PUPIL TRANSPORTATION - C	BUS OPERATOR
SOLARES, JULIA	MARGATE ELEMENTARY	FOOD SERVICE GENERAL WORKER
STOREY, WILLIAM	INFRASTRUCTURE SERVICES	COMPUTER OPERATOR II

Approved by:

Eric M. Chisem, Director
Talent Acquisition & Operations (Non-Instructional)

JANUARY 23, 2024

NON-INSTRUCTIONAL (NON-MANAGERIAL) SUSPENSIONS

NAME	LOCATION	DISCIPLINARY ACTION
ALLISON, GEGRAWAN	PUPIL TRANSPORTATION - C	1 DAY
DUCHEINE, HENOCK	PUPIL TRANSPORTATION - C	2 DAY
GALVIN JR., HERMAN	MATERIAL LOGISTICS STOCKROOM	10 DAY
HARRIS, JACQUELYN	PUPIL TRANSPORTATION - C	7 DAY
HAYES, MONICA	PUPIL TRANSPORTATION - C	2 DAY
HOLMES, TANQUILA	PUPIL TRANSPORTATION - CW	2 DAY
JENKINS, KUTANA	PUPIL TRANSPORTATION - N	5 DAY
SIMILIEN, OSTENE	PUPIL TRANSPORTATION - N	5 DAY
SOSA, FERNANDO	PUPIL TRANSPORTATION - SW	5 DAY
TAYLOR, CAM	PUPIL TRANSPORTATION - C	2 DAY

Approved by:

Eric M. Chisem, Director
Talent Acquisition & Operations (Non-Instructional)

JANUARY 23, 2024

NON-INSTRUCTIONAL (NON-MANAGERIAL) TERMINATIONS

NAME	TITLE	REASONS
BUDD, BRIAN	TEACHER ASSISTANT	PROBATIONARY RELEASE
CAMACHO, BRITTANY	CLERICAL SUPPORT ASSISTANT IV	PROBATIONARY RELEASE
DALEY, VANESSA	FACILITIES SERVICEPERSON	PROBATIONARY RELEASE
GARCIA, DIANA	EDUCATIONAL INTERPRETER DEAF/HARD OF HEARING	JOB ABANDONMENT
LEWIS, KAYLA	GENERAL CLERK II	DISCIPLINARY TERMINATION
MCFADDEN, CORNISHA	FOOD SERVICE GENERAL WORKER	PROBATIONARY RELEASE
MILTON, DAMARCO	TEACHER ASSISTANT	PROBATIONARY RELEASE
NOEL, KELY	BUS OPERATOR	JOB ABANDONMENT
RICHARDS, KEVIN	CLASSROOM ASSISTANT	PROBATIONARY RELEASE
TAYLOR, KIMBERLY	FOOD SERVICE GENERAL WORKER	JOB ABANDONMENT
TORRES, ELIZA	CLASSROOM ASSISTANT	PROBATIONARY RELEASE
ZICK, KLAUDIUSZ	BUS OPERATOR	JOB ABANDONMENT

Approved by:

Eric M. Chisem, Director
Talent Acquisition & Operations (Non-Instructional)

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	H. Human Resources & Equity
DEPARTMENT:	Talent Acquisition & Operations (Instructional Staffing)

Agenda Item Number:	H-5.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	N/A

TITLE: **Supplemental Pay Position 6**

REQUESTED ACTION: **Approve supplemental pay positions for the 2023-2024 school/fiscal year as listed on the attached lists respectively. District-wide.**

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Supplements

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Valerie S. Wanza	Phone:	754-321-2650
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

David Azzarito, Chief People Officer

Signature

David Azzarito, Chief People Officer

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23

PBL/VSW

For more information, please contact:

Name: Dr. Valerie S. Wanza
Title: Deputy Superintendent, Chief of Staff
Phone: 754-321-2650

EXECUTIVE SUMMARY
H-5 – Supplemental Pay Positions 2023-2024

Requested Action
Approve Supplemental Pay for the 2023-2024 School/Fiscal Year as listed on the attached lists respectively.

What would the impact be if the Board voted "yes" or "no"?
If the Board votes "Yes": The supplement will remain, and the employee will receive the supplement(s) when paid.

If the Board votes "No": The supplement would need to be removed, and employee may be overpaid. Notices would be sent to recover the overpayment.

Background/History
The collective bargaining agreement for the various employee groups outline the available supplements, their requirements and associated compensation. Policy 6210, Supplements, outlines the procedures for the positions. Principals/directors are responsible for advertising these positions, selecting candidate to fill these roll and processing payments for assigned duties. An employee may qualify may be selected for multiple supplemental positions. Individuals accepting supplements understand they must comply with regulations and polices set for by the Florida Department of Education and the District.

Alignment to 2027 Goals and Guardrails
This item is aligned to Guardrail 3, *School Support*.

Measurable Outcome(s)/Return on Investment
The ability to earn supplements by employees leads to greater retention. Employees become more engaged and committed to their work when rewarded.

Financial Impact
No additional funding is required. The respective funding is allocated in the school/department's budgets.

2023-2024 SUPPLEMENT LIST

January 23, 2024

Name	Location	Wagetype text	Annual Amount
ADAMS,KAREN MARIA	TEQUESTA TRACE MIDDLE	NST HONOR SOC	$1,185.20
ADESHINA-MORRISON,ANGELA	FORT LAUDERDALE HIGH	CHRPERSON/PHYS ED	$1,287.00
ADKINS,BERRET DUNCAN	DANIA ELEMENTARY	CURRIC ACTIVITIES 1	$287.20
AGNEW,KELLY L	COOPER CITY HIGH	SCIENCE COMP (SB)	$717.00
ALBERT,BETH AMY	WEST BROWARD HIGH	HD VOLLEYBALL B (MD) SPR	$1,302.00
ALBERT,BETH AMY	WEST BROWARD HIGH	HD VOLLEYBALL-G (MD) SPR	$1,302.00
ALBERTO,LUCIANO	MAPLEWOOD ELEMENTARY	CLUB SPONSOR I	$392.00
ALEXANDER JR,GREGORY EARL	DILLARD 6-12	ASST FOOTBALL-B (HS) FALL	$542.25
ALIAGA,DANA LYNN	NORCREST ELEMENTARY	CHRPERSON/LANGUAGES ARTS	$780.00
ANDERSON,COURTNEY	BLANCHE ELY HIGH	HD CR CNTRY-G (HS) FALL	$1,185.00
ANDERSON,EWANA MONIQUE	STRANAHAN HIGH	CLUB SPONSOR I	$392.00
ANTEQUERA MARDACH,ISIS MARIA	HOLLYWOOD CENTRAL ELEMENTARY	FOREIGN LANG COMP (CO)	$358.40
ARGUELLO,LAURA ROTH	WESTERN HIGH	CURRIC ACTIVITIES 1	$717.00
ARNOLD,NICOLE MARCELLE	CYPRESS BAY HIGH	HD VOLLEYBALL-G JV (HS) F	$1,185.00
AVANT,LAKEYA VERNETTE	GLADES MIDDLE	INTERVTN TEAM LDR	$2,268.90
BAILEY,GABRIELLE ALLISON	PLANTATION HIGH	SERVC LEARN COORD	$1,318.60
BALEZENTIS,PAULA	BAYVIEW ELEMENTARY	BUS DUTY	$161.55
BARAKHAN,ASYA	MAPLEWOOD ELEMENTARY	CLUB SPONSOR I	$392.00
BARNES,JEREMY W S	FOREST GLEN MIDDLE	HD TRACK-B (MD) SPR	$1,302.00
BARRAGAN-CASADO,MARIA	SILVER TRAIL MIDDLE	BUS DUTY	$681.34
BARRAGAN-CASADO,MARIA	SILVER TRAIL MIDDLE	TESTING COORDINATOR	$1,045.00
BARRETO,CRISTINA MARIA	PLANTATION HIGH	ESOL COORD/CONTCT	$632.50
BARRIS,LAURA BETH	FOREST GLEN MIDDLE	LANG ARTS COMP(SB)	$717.00
BARTLEY,GRISEL	TEQUESTA TRACE MIDDLE	BUS.SUPRT CNTR I	$625.00
BARTLEY,GRISEL	TEQUESTA TRACE MIDDLE	BUS.SUPRT CNTR III	$625.00
BATSON,SHAINA KATALENA	NEW RENAISSANCE MIDDLE	DEBATE (SUPPL)	$1,184.40
BAZOS,CHRISTINE MCCLELLAND	COCONUT CREEK ELEMENTARY	STUD GOV/ADVISOR 1	$359.00
BEASLEY,KERRI LYNN CARTER	INDIAN RIDGE MIDDLE	PUBLIC RELATIONS	$717.00
BECKFORD,CLOEN ELAINE	MCARTHUR HIGH	SERVC LEARN COORD	$1,387.00
BECKFORD,DAVID L	MCARTHUR HIGH	SERVC LEARN COORD	$2,774.00
BENNETT,ERIKA MONIQUE	DEERFIELD BEACH MIDDLE	INTERVTN TEAM LDR	$2,521.00
BENNETT,MICHELLE MELISSA	DRIFTWOOD MIDDLE	HD. CR CNTRY- B (MD)	$601.00
BENNETT,MICHELLE MELISSA	DRIFTWOOD MIDDLE	HD. CR CNTRY- G (MD)	$601.00
BERMAN,RICHARD C	SHERIDAN TECHNICAL COLLEGE	CLUB SPONSOR I	$274.40
BERNASCONI,DAVID A	FOREST GLEN MIDDLE	FLOOR BALL BOYS MD SPR	$601.00
BERNASCONI,DAVID A	FOREST GLEN MIDDLE	FLOOR BALL GIRLS MD SPR	$601.00
BOLIEK,KAITLYNN NICOLE	MAPLEWOOD ELEMENTARY	CLUB SPONSOR I	$392.00
BONDOC,MARIA NINA CAMILLE	WEST BROWARD HIGH	CHRPERSON/TEAM LEADER	$500.00
BOOS-PATTON,CHRISTINA MARIE	WALTER C. YOUNG MIDDLE	CLUB SPONSOR I	$249.60

2023-2024 SUPPLEMENT LIST

January 23, 2024

Name	Location	Wagetype text	Annual Amount
BOZEMAN,DESMOND DENARD	SAFETY & SECURITY OPERATIONS AREA	HD FLAG FB BOYS (MD)	$1,302.00
BRABHAM,JOSEPH R	MAPLEWOOD ELEMENTARY	CLUB SPONSOR I	$392.00
BRAGDON,TAVARIS LYNORD	BAIR MIDDLE	HD FLAG FB BOYS (MD)	$1,302.00
BRAME,JITARA DONIECE	ATLANTIC TECHNICAL COLLEGE	HD BSKTBALL-G (HS) WIN	$2,604.00
BRAVO,MARIA DOLORES	WESTWOOD HEIGHTS ELEMENTARY	FIELD TRIP COORD	$340.67
BRINSON,LAQUESHIA SHAMAINE	BROWARD ESTATES ELEMENTARY	CAFETERIA DUTY/BREAKFAST	$625.00
BROOKS III,LUTHER	HALLANDALE HIGH	HD BSKTBALL-B (HS) WIN	$1,302.00
BROOKS,TEMICA PATRICE	MIRAMAR HIGH	SERVC LEARN COORD	$1,961.75
BROWN,ALISE NICOLE	WESTGLADES MIDDLE	CLUB SPONSOR 3	$117.60
BROWN,ANTASHIA D	PARKWAY MIDDLE	HD CHRLEADER (MD) WIN	$651.00
BROWN,CHUKWUNYEREM	STRANAHAN HIGH	ASST BSKTBALL-G (HS WIN	$1,735.00
BRYAN,ABBIE	SILVER LAKES MIDDLE	INTERVTN TEAM LDR	$2,394.95
BRYANT,CHANEL MARIE	CASTLE HILL ELEMENTARY	BUS.SUPRT CNTR I	$625.00
BRYANT,CHANEL MARIE	CASTLE HILL ELEMENTARY	BUS.SUPRT CNTR II	$625.00
BULLARD,BRIANA ERNICE	COOPER CITY HIGH	LANG ARTS COMP(SB)	$717.00
BUMBALES,FRANK	CORAL SPRINGS HIGH	HD VOLLEYBALL-B VAR (HS)S	$1,579.00
BUSHING,SUZANNE KELLY	COOPER CITY ELEMENTARY	CLUB SPONSOR I	$294.00
BYNES,JONIE J	MARGATE MIDDLE	DEBATE (SUPPL)	$1,184.40
CACERES,LUIS A	POMPANO BEACH HIGH	ASST SOCCER-B (HS) WIN	$1,302.00
CAMACHO ALZATE,NATHALIA	COOPER CITY HIGH	FOREIGN LANG COMP (CO)	$717.00
CANDY,JACKY	ROYAL PALM ELEMENTARY	HD TRACK-G (HS) SPR	$2,169.00
CAREY,CAMIKA NICOLE	THURGOOD MARSHALL ELEMENTARY	SACS COORD	$500.00
CARLO,KRISTI LYNN	DRIFTWOOD ELEMENTARY	TESTING COORDINATOR	$770.00
CASALLAS,SHANNON MARIE	CORAL SPRINGS MIDDLE	CURRIC ACTIVITIES 1	$717.00
CASTRANOVO,MARIA T	MAPLEWOOD ELEMENTARY	CLUB SPONSOR I	$392.00
CEJAS,TIFFANY ALEXIS	MIRAMAR HIGH	CHRPERSON/TEXTBOOK	$1,147.20
CHANDLER,NASHEED KAMIR	SAFETY & SECURITY OPERATIONS AREA	HD WRSTLNG B (HS) WIN	$2,169.00
CHARLES,CHRISTIAN RUTHVIN	NOVA HIGH SCHOOL	ASST BSKTBALL-B (HS WIN	$1,735.00
CHARLES,CLAUDIA	TEDDER ELEMENTARY	CALLING SUBS (SUPPL)	$936.00
CHARLES,CLAUDIA	TEDDER ELEMENTARY	FREE LUNCH COORD	$682.00
CHRISTIA,BRIAH MICHELLE	DILLARD 6-12	ASST BSKTBALL-G (HS WIN	$1,735.00
CHRISTOPHER,CORY LEMAR	ANNABEL C PERRY PK-8	HD VOLLEYBALL B (MD) SPR	$1,302.00
CHRISTOPHER,CORY LEMAR	ANNABEL C PERRY PK-8	HD FLAG FB GRLS (MD)	$1,302.00
CLARK,IDANYA B'ANDRA	MIRAMAR HIGH	HD SOCCER-G (HS) WIN	$2,169.00
CLARK,TONY M	SAFETY & SECURITY OPERATIONS AREA	HD BSKTBALL-G (MD) WIN	$1,302.00
COBURN,CARYN MCCLURE	MCFATTER TECHNICAL COLLEGE	CLUB SPONSOR 2	$392.00
COLEMAN JR,CARL LADELL	PARKWAY MIDDLE	HD BSKTBALL-B (MD) WIN	$1,302.00
COLLINS,MAUREEN A	FOREST GLEN MIDDLE	CURRIC ACTIVITIES 1	$550.00
COLON,TIFFANY LYNNETTA	FORT LAUDERDALE HIGH	CLUB SPONSOR 2	$392.00

2023-2024 SUPPLEMENT LIST

January 23, 2024

Name	Location	Wagetype text	Annual Amount
COOPER,LEAH MARIE MCDONALD	OAKLAND PARK ELEMENTARY	SACS COORD	$681.15
CORRIVEAU,DEBORAH R.	GRIFFIN ELEMENTARY	MENTOR PROG 1	$600.00
COSTE,CARMEN L	LAUDERDALE LAKES MIDDLE	INTERVTN TEAM LDR	$798.19
CRAWFORD,CHRISTOPHER MAURICE	WESTGLADES MIDDLE	HD FLAG FB BOYS (MD)	$651.00
CUNNINGTON JR,ALONZO LANOD	PLANTATION HIGH	HD WRSTLNG B (HS) WIN	$2,169.00
CYRIL,BRIAN L	MCARTHUR HIGH	ASST FOOTBALL-B (HS) FALL	$2,169.00
DANIELS,GIANA SASHA	LYONS CREEK MIDDLE	CHRPERSON/TEXTBOOK	$1,075.50
DAVIS,CHANDRA RENEE	REGIONAL SUPERINTENDENT - CENTRAL	INTERVTN TEAM LDR	$2,521.00
DAVIS,JHANEL A	SOUTH PLANTATION HIGH	INTERVTN TEAM LDR	$2,394.95
DE ASSIS,PAMELA	GULFSTREAM ACADEMY OF HALLANDALE	CHRPERSON/TEAM LEADER	$280.00
DELGADO,NATALIA	NOVA DWIGHT D EISENHOWER	FOREIGN LANG COMP (CO)	$717.00
DENNIS,BRIAN MAURICE	SILVER TRAIL MIDDLE	HD FLAG FB BOYS (MD)	$1,302.00
DENNIS,MONIQUE	FOREST GLEN MIDDLE	CURRIC ACTIVITIES 1	$550.00
DIETZ,PATRICIA A	ATLANTIC TECHNICAL COLLEGE	LANG ARTS COMP(SB)	$717.00
DIXON,LYTRELL TIECE	CRYSTAL LAKE MIDDLE	FL FUTURE EDUC OF AMER	$782.00
DOMINIQUE,AGLANTA	PLANTATION PARK ELEMENTARY	CURRIC ACTIVITIES 1	$458.00
DOOLITTLE,BRIANNE L	TEQUESTA TRACE MIDDLE	BUS DUTY	$645.60
DORIAH,MICHELLE A	PLANTATION HIGH	SERVC LEARN COORD	$1,318.60
DORVIL,PATRICIA	HOLLYWOOD CENTRAL ELEMENTARY	LANG ARTS COMP(SB)	$358.40
DOUZABLE,WENCESLAS	TARAVELLA, J.P. HIGH	ASST SOCCER-B (HS) WIN	$1,302.00
DRISDOM,TYDREANNA SEYONTI	BENNETT ELEMENTARY	BUS DUTY	$860.80
DUCKETT,KRYSTAL RACQUEL	CORAL SPRINGS ELEMENTARY	CLUB SPONSOR I	$68.60
DUGAT,SHANTEL LATRICE	PINEWOOD ELEMENTARY	FIELD TRIP COORD	$218.40
DUNCAN,CHRYSTAL APRYL	LAUDERHILL 6-12	HD VOLLEYBALL B (MD) SPR	$1,302.00
EBANKS,SUDANN MELISSA	LAUDERDALE LAKES MIDDLE	CLUB SPONSOR I	$392.00
ELDER,JAMES RUDOLF	POMPANO BEACH HIGH	HD SOCCER-B (HS) WIN	$2,169.00
ELLIOTT,MELISSA ROWE	BANYAN ELEMENTARY	CLUB SPONSOR I	$392.00
ENCARNACION,ALANNA A	LAKESIDE ELEMENTARY	BUS DUTY	$359.00
ENCARNACION,ALANNA A	LAKESIDE ELEMENTARY	CLUB SPONSOR I	$392.00
ESTERLINE,KRISTI SMITH	WESTERN HIGH	CURRIC ACTIVITIES 1	$717.00
ETHRIDGE,ANDRIEL DELORES	VIRGINIA SHUMAN YOUNG ELEMENTARY	CAMPUS DUTY/SUPV	$717.00
ETIENNE,FITZGERALD J	BLANCHE ELY HIGH	HD SOCCER-B (HS) WIN	$2,169.00
FARMER,CRYSTAL LYNN	POMPANO BEACH MIDDLE	CLUB SPONSOR I	$254.80
FERDINANDO,PILAR MELANI	FOREST GLEN MIDDLE	HD VOLLEYBALL B (MD) SPR	$1,302.00
FERNANDEZ,ANTHONY LUIS	MIRAMAR HIGH	HD WRSTLNG B (HS) WIN	$2,168.00
FERNANDEZ,ANTHONY LUIS	MIRAMAR HIGH	CHRPERSON/EX STUDENT ED	$1,248.00
FERNANDEZ,JULIE ANN	SHERIDAN TECHNICAL COLLEGE	HD COMP CHRLEADER HS WIN	$1,579.00
FETRIDGE,TAWNY	BLANCHE ELY HIGH	ASST BSKTBALL-G (HS WIN	$1,735.00
FIDLER,SHELDON	SAFETY & SECURITY OPERATIONS AREA	ASST FOOTBALL-B (HS) FALL	$1,084.50

2023-2024 SUPPLEMENT LIST

January 23, 2024

Name	Location	Wagetype text	Annual Amount
FIDLER,SHELDON	SAFETY & SECURITY OPERATIONS AREA	HD TRACK-B (HS) SPR	$2,169.00
FIGUEROA-CRUZ,DENISE ANN	DEERFIELD BEACH HIGH	BUS DUTY	$550.00
FIGUEROA-CRUZ,DENISE ANN	DEERFIELD BEACH HIGH	CLUB SPONSOR I	$392.00
FIMIANO,NICOLE JULIA	PLANTATION PARK ELEMENTARY	MENTOR PROG 1	$717.00
FISHER,AMY BOGERT	HARBORDALE ELEMENTARY	CHRPERSON/TEAM LEADER	$430.32
FISIKELLI,COURTNEY FALLON	WESTERN HIGH	CURRIC ACTIVITIES 1	$717.00
FITZPATRICK,LORI ANN	BROADVIEW ELEMENTARY	CHRPERSON/TEAM LEADER	$573.60
FLASTER,JOANNA	FOREST GLEN MIDDLE	HD VOLLEYBALL-G (MD) SPR	$1,302.00
FORBES,ANDREW WYMAN	CORAL SPRINGS HIGH	ASST FOOTBALL-B (HS) FALL	$1,084.50
FORD,JUANAKEE	ATLANTIC TECHNICAL COLLEGE	MATH COMP (SB)	$717.00
FORONDA,JAVIER	WEST BROWARD HIGH	OTHER CLASS SPONSOR	$392.00
FRANCOIS,MARIA T	MARGATE ELEMENTARY	BUS.SUPRT CNTR I	$343.75
FRANCOIS,MARIA T	MARGATE ELEMENTARY	BUS.SUPRT CNTR II	$343.75
FRAZIER,J'AVIER ELLIYET	SAFETY & SECURITY OPERATIONS AREA	ASST FOOTBALL-B (HS) FALL	$2,169.00
FURST,SHANNON ADRIA	CORAL GLADES HIGH	OTHER CLASS SPONSOR	$392.00
GANTER,JEAN	CYPRESS BAY HIGH	HD SOCCER-B (MD) FALL	$1,302.00
GANTER,JEAN	CYPRESS BAY HIGH	ASST SOCCER-B (HS) WIN	$1,302.00
GARCIA,CARLOS A	WEST BROWARD HIGH	ASST BASEBALL-B (HS) SPR	$1,302.00
GARCIA,ERICA MARY	MAPLEWOOD ELEMENTARY	CLUB SPONSOR I	$392.00
GARCIA,YASIBITH HERIBERT	MARGATE ELEMENTARY	PUBLIC RELATIONS	$343.75
GASTON,JEAN-PIERRE D'EL VAHRYS	CORAL SPRINGS MIDDLE	HD VOLLEYBALL B (MD) SPR	$1,302.00
GAYLORD,ASIA ROSE	STUDENT SERVICES	SOCIAL WORKER	$1,984.64
GENISE,CHRISTINE L	CRYSTAL LAKE MIDDLE	DEBATE (SUPPL)	$769.86
GHENASSIA,DAVID	WESTERN HIGH	CURRIC ACTIVITIES 1	$717.00
GIDON,AIDAN DANIEL	MARJORY STONEMAN DOUGLAS HIGH	HD VOLLEYBALL-B VAR (HS)S	$1,579.00
GILBERT,KEANDRA DENAY	BROWARD ESTATES ELEMENTARY	CALLING SUBS (SUPPL)	$937.00
GOMEZ,ALBERTO E	DEERFIELD BEACH HIGH	JROTC EXTRACURICLR	$1,434.00
GOMEZ,TATIANA RENEE	MIRAMAR HIGH	SERVC LEARN COORD	$2,065.00
GONZALEZ,DENISE MARIE	WESTGLADES MIDDLE	PAYROLL PROCESSOR	$125.00
GOODRICH,SHANNON NICOLE	WESTGLADES MIDDLE	CLUB SPONSOR 2	$235.20
GOODRICH,SHANNON NICOLE	WESTGLADES MIDDLE	CLUB SPONSOR 3	$117.60
GRAHAM,BRANDON C	BROWARD EDUCATION COMMUNICATION	HD FLAG FB V & JV (HS) SP	$2,364.00
GRANT,MICHAEL JASON	WESTERN HIGH	CURRIC ACTIVITIES 1	$717.00
GRAY,JACQUELINE RENEE	MARKHAM, ROBERT C ELEMENTARY	BUS.SUPRT CNTR II	$625.00
GRAY,RODERICK KELVIN	LAUDERHILL 6-12	HD BSKTBALL-B (MD) WIN	$1,302.00
GREENBAUM,TRACY M	PLANTATION HIGH	SERVC LEARN COORD	$1,318.60
GREENBERG,WENDY LEVY	FOREST GLEN MIDDLE	CURRIC ACTIVITIES 1	$550.00
GRISSETTE JR,JOSEPH LEE	WESTGLADES MIDDLE	HD FLAG FB BOYS (MD)	$651.00
GRONBERG,JESSICA KATHRYN	HAWKES BLUFF ELEMENTARY	ACADEMIC COMP/AREA(DIST)	$717.00

2023-2024 SUPPLEMENT LIST

January 23, 2024

Name	Location	Wagetype text	Annual Amount
GROOTHUIS,ALEXANDER	PIPER HIGH	HD BSKTBALL-B (HS) WIN	$2,604.00
GRUBER,BOBBIE R	MARGATE ELEMENTARY	PARTNERS IN EDUCATION	$343.75
GUNSALLUS,RICK L	ESE SUPPORT/COMPLIANCE	CHRPERSON/EX STUDENT ED	$2,960.00
GURR,DANIEL ROMAN	WESTGLADES MIDDLE	HD VOLLEYBALL B (MD) SPR	$651.00
GUY,NATALIE NICOLE	MCFATTER TECHNICAL COLLEGE	OTHER CLASS SPONSOR	$392.00
HARRIOTT,LAKEYA THIESHIA	ATLANTIC TECHNICAL COLLEGE	CURRIC ACTIVITIES 1	$625.00
HARRISON,DIANE CHRISTINA	WEST BROWARD HIGH	OTHER CLASS SPONSOR	$392.00
HERNANDEZ,RONNIE JOSUE	FORT LAUDERDALE HIGH	HD SOCCER-G (HS) WIN	$2,169.00
HILAIRE,DIONE MARIA	TAMARAC ELEMENTARY	CAREER ED (SUPPL)	$430.00
HILL,STACI BURCH	WESTERN HIGH	ASST VOLLEYBALL HS FALL	$947.00
HOLDREN,DEBRA SUE	LLOYD ESTATES ELEMENTARY	BUS.SUPRT CNTR I	$625.00
HOLT,BRENDON ALLEN	BLANCHE ELY HIGH	ASST BSKTBALL-B (HS WIN	$1,735.00
HOTH,KAREN ANN	WESTERN HIGH	CURRIC ACTIVITIES 1	$717.00
HOUSTON,THEWANDER L BRYANT	WEST BROWARD HIGH	CHRPERSON/TEAM LEADER	$500.00
HOWARD,TAMMY LEIGH GRAY	PIPER HIGH	CHRPERSON/TEXTBOOK	$1,434.00
HOWARD,TAMMY LEIGH GRAY	PIPER HIGH	SR CLS SPON (SUPPL)	$788.00
HULETT,JULIE A	MANATEE BAY ELEMENTARY	BUS.SUPRT CNTR I	$593.75
HULETT,JULIE A	MANATEE BAY ELEMENTARY	BUS.SUPRT CNTR II	$187.50
HUMPHRIES,JULIE ANNE	ESE SUPPORT/COMPLIANCE	CHRPERSON/EX STUDENT ED	$2,960.00
IARDELLA,SCOTT A	MARJORY STONEMAN DOUGLAS HIGH	HD LACROSSE G VARHS	$1,579.00
INGRAM,BECKY JEAN	ENVIRONMENTAL	PAYROLL PROCESSOR	$625.00
JACKSON,CARREON RENAE	POMPANO BEACH MIDDLE	HD COMP CHRLEADER HS WIN	$1,579.00
JACKSON,TONIA DIONNE	BUSINESS SUPPORT CENTER	HD BSKTBALL-G (MD) WIN	$1,302.00
JACKSON,TONIA DIONNE	BUSINESS SUPPORT CENTER	HD VOLLEYBALL-G (MD) SPR	$1,302.00
JACOB,DANIEL A	CORAL SPRINGS HIGH	HD WRSTLNG B (HS) WIN	$2,169.00
JARAMILLO,ALICIA ROSE	FOREST GLEN MIDDLE	CLUB SPONSOR I	$392.00
JENKINS,YOLANDA	NOVA HIGH SCHOOL	ASST BSKTBALL-G (HS WIN	$1,735.00
JOHNSON,HENRY LEE	CORAL SPRINGS HIGH	ASST WRSTLNG-B (HS) WIN	$1,735.00
JOHNSON,JESSICA MARY	COOPER CITY HIGH	CURRIC ACTIVITIES 1	$359.00
JOHNSON,MONICA	CORAL SPRINGS HIGH	HD TRACK-G (MD) SPR	$1,084.50
JUIN,NORMA	ROCK ISLAND ELEMENTARY	MENTOR PROG 1	$359.00
KAIGLER,DELPHIA L	THURGOOD MARSHALL ELEMENTARY	INSERVICE FAC (SUPPL)	$579.00
KEAN,MICHAEL T	PIPER HIGH	CLUB SPONSOR I	$392.00
KEAN,MICHAEL T	PIPER HIGH	CLUB SPONSOR 2	$392.00
KESLINGER,HELENE FERN	FOREST GLEN MIDDLE	CURRIC ACTIVITIES 1	$550.00
KETNER-BETTIS,DAWN RENEE	SOUTH BROWARD HIGH	BUS.SUPRT CNTR I	$625.00
KETNER-BETTIS,DAWN RENEE	SOUTH BROWARD HIGH	BUS.SUPRT CNTR II	$625.00
KILMER,LAUREN EVE	MCNICOL MIDDLE	STU GOVT (SUPPL)	$1,579.00
KONDAKI,DEVON JAMES	FOREST GLEN MIDDLE	GOLF BOYS MS FALL	$601.00

2023-2024 SUPPLEMENT LIST

January 23, 2024

Name	Location	Wagetype text	Annual Amount
KONDAKI,DEVON JAMES	FOREST GLEN MIDDLE	HD GOLF GRLS MSFALL	$601.00
KONDAKI,DEVON JAMES	FOREST GLEN MIDDLE	CAMPUS DUTY/SUPV	$550.00
KONDAKI,DEVON JAMES	FOREST GLEN MIDDLE	CURRIC ACTIVITIES 1	$550.00
KONDAKI,DEVON JAMES	FOREST GLEN MIDDLE	CURRIC ACTIVITIES 2	$550.00
KONTSIS,CATHERINE A	HOLLYWOOD HILLS HIGH	HD VOLLEYBALL-B VAR (HS)S	$1,579.00
KORBA,HELAINE JO	DAVIE ELEMENTARY	CLUB SPONSOR I	$392.00
KRAFT,SUZAN IZABEL	LAKESIDE ELEMENTARY	CALLING SUBS (SUPPL)	$937.00
KUSMICH,CHRISTOS REGINALD	MONARCH HIGH	ASST BASEBALL-B (HS) SPR	$1,302.00
LABER-VOISHICH,DENISE MARIE	MARGATE ELEMENTARY	BROW TRUANCY INTV PROG	$312.50
LAMBERT,ANNE JAVEL STASHIS	SUBSTITUTE TEACHERS	ASST CROSS CNTRY HS FALL	$711.00
LAMMIE-ANDERSON,KEVA AMANDA	WEST BROWARD HIGH	CHRPERSON/TEAM LEADER	$500.00
LAZO,CASSANDRA LATOYA	COLBERT ELEMENTARY	SCHOOL ADV CHAIRPERSON	$550.00
LEE-MCLEAN,CHRISTINE PATRICIA	FOREST GLEN MIDDLE	CURRIC ACTIVITIES 1	$550.00
LEONARD,XAVIER	DEERFIELD BEACH MIDDLE	HD BSKTBALL-B (MD) WIN	$1,302.00
LEPORTE,CHRISTOPHER T	TARAVELLA, J.P. HIGH	ASST BSKTBALL-G (HS WIN	$1,735.00
LEPORTE,CHRISTOPHER T	TARAVELLA, J.P. HIGH	ASST FLAG FOOTBALL HS SPR	$947.00
LESANE,SEPTEMBRA DEBRAN	BLANCHE ELY HIGH	ASST BSKTBALL-G (HS WIN	$1,735.00
LLOYD,KIMBERLY A	SHERIDAN TECHNICAL COLLEGE	CLUB SPONSOR I	$274.40
LOGAN,STEPHANIE	FOREST GLEN MIDDLE	CURRIC ACTIVITIES 1	$550.00
LONDON,LISA JOY	FORT LAUDERDALE HIGH	TECH LIAISON COM	$625.00
LOUIDOR,INETTE MICHEL	MIRAMAR HIGH	MENTOR PROG 1	$359.00
LOUIS,MARLENE G	PALM COVE ELEMENTARY	MENTOR PROG 1	$501.90
LOWE,JANE ELIZABETH	VIRGINIA SHUMAN YOUNG ELEMENTARY	SOC ST COMP (SB)	$717.00
LUBIN,MARCIA PAQUETTA	LAUDERDALE LAKES MIDDLE	INTERVTN TEAM LDR	$840.20
LUCENA,BRYAN JEREMY	SILVER TRAIL MIDDLE	HD TRACK-B (MD) SPR	$1,302.00
LUCENA,BRYAN JEREMY	SILVER TRAIL MIDDLE	HD TRACK-G (MD) SPR	$1,302.00
LUCENA,BRYAN JEREMY	SILVER TRAIL MIDDLE	HD FLAG FB GRLS (MD)	$1,302.00
LYNCH,ANIKA COLLEEN	PLANTATION HIGH	SERVC LEARN COORD	$1,318.60
LYNN,BRIGITTE PFENNIGER	MCFATTER TECHNICAL COLLEGE	CLUB SPONSOR 2	$392.00
LYNN,BRIGITTE PFENNIGER	MCFATTER TECHNICAL COLLEGE	CLUB SPONSOR 3	$392.00
MADEJ,ALISON LORAINE	CORAL GLADES HIGH	CURRIC ACTIVITIES 1	$392.00
MADER,WENDY NICOLE	MAPLEWOOD ELEMENTARY	CLUB SPONSOR I	$392.00
MALTESE,VICTORIA ANGELINA	WELLEBY ELEMENTARY	TITLE I LIAISON	$550.00
MANUEL,VICTOR J	COCONUT CREEK HIGH	HD BSKTBALL-G (HS) WIN	$2,604.00
MARLOW,WANETTA KIRBY	PLANTATION MIDDLE	HD VOLLEYBALL-G (MD) SPR	$1,302.00
MARTINEZ,CLARA MARCELA	FALCON COVE MIDDLE	CLUB SPONSOR I	$392.00
MARTINEZ,EDUARDO MANUEL	COOPER CITY HIGH	CLUB SPONSOR I	$392.00
MARTINEZ,KARLA CHRISTINE	TEQUESTA TRACE MIDDLE	BUS DUTY	$538.00
MARTINEZ,KARLA CHRISTINE	TEQUESTA TRACE MIDDLE	BUS.SUPRT CNTR II	$625.00

2023-2024 SUPPLEMENT LIST

January 23, 2024

Name	Location	Wagetype text	Annual Amount
MASTEN,JOSHUA D	SAFETY & SECURITY OPERATIONS AREA	HD FLAG FB GRLS (MD)	$1,302.00
MAXWELL,SAMANTHA LADONNA	ROYAL PALM ELEMENTARY	CAFETERIA DUTY/BREAKFAST	$717.00
MCCARTNEY,BRIAN M	WEST BROWARD HIGH	HD FOOTBALL (HS) FALL	$3,038.00
MCCRAY,JOEL ROBERTS	THURGOOD MARSHALL ELEMENTARY	ESOL COORD/CONTCT	$250.00
MCDOWELL,ODDIBE	SUBSTITUTE TEACHERS	ASST ATH DIR (HS)	$1,952.10
MCFADDEN,MIA ANJANETTE	POMPANO BEACH HIGH	CLUB SPONSOR I	$392.00
MCGOWAN,DANIELLE ELIZABETH	BROADVIEW ELEMENTARY	ESOL COORD/CONTCT	$920.00
MCNABB,HENRY LEWIS	SAFETY & SECURITY OPERATIONS AREA	HD BSKTBALL-G (HS) WIN	$2,604.00
MENDEZ,SANDY CAROLINA	WEST BROWARD HIGH	CLUB SPONSOR I	$196.00
MENDOZA,MARISOL COLON	DRIFTWOOD MIDDLE	FOREIGN LANG COMP (CO)	$717.00
MERRIWEATHER,TIMOTHY LAMAR	MCARTHUR HIGH	ASST FOOTBALL-B (HS) FALL	$1,084.50
MESA-SANCHEZ,MERICIS	LAKESIDE ELEMENTARY	INSERVICE FAC (SUPPL)	$520.00
METAYER,DALINA	CORAL GLADES HIGH	HD TRACK-G (HS) SPR	$1,084.50
MEUSER,ASHLEY NICOLE	MANATEE BAY ELEMENTARY	BUS.SUPRT CNTR II	$500.00
MILA,DIONE MARIE	INDIAN TRACE ELEMENTARY	MEDIA CNTR COORD	$359.00
MITCHELL,REBEKAH ANNE	DEERFIELD PARK ELEMENTARY	BUS.SUPRT CNTR III	$343.75
MITCHELL,TAKEACEA DARQUAVIN	WESTGLADES MIDDLE	STU GOVT (SUPPL)	$770.38
MOHAMMED,AALYIAH ESMERALDA	MIRAMAR HIGH	HD VOLLEYBALL-G JV (HS) F	$592.50
MOISE,JEF	PINES MIDDLE	HD BSKTBALL-B (MD) WIN	$1,302.00
MONECK,JOSEPH T	FOREST GLEN MIDDLE	CAMPUS DUTY/SUPV	$717.00
MONTERO,SUSAN LYNN	FOREST GLEN MIDDLE	CURRIC ACTIVITIES 2	$550.00
MONTESQUIEU,REYNA M	SOUTH BROWARD HIGH	BUS DUTY	$466.18
MOORE,PRISCILLA K	NORTH FORK ELEMENTARY	INSERVICE FAC (SUPPL)	$792.60
MULLINS-ROGERS,YANNERYS	CENTRAL PARK ELEMENTARY	INTERVTN TEAM LDR	$1,512.60
MURPHY,MICHELLE JEANNIE	BROWARD ESTATES ELEMENTARY	FREE LUNCH COORD	$455.00
MURPHY,MICHELLE JEANNIE	BROWARD ESTATES ELEMENTARY	BROW TRUANCY INTV PROG	$625.00
NESMITH,AMY JO	WEST BROWARD HIGH	CLUB SPONSOR I	$392.00
NIEVES,CATHERINE E	ESE SUPPORT/COMPLIANCE	CHRPERSON/EX STUDENT ED	$2,960.00
NIXON,REGGIE L	FORT LAUDERDALE HIGH	HD BSKTBALL-B (HS) WIN	$2,604.00
OBRIEN,JAMES M	WESTERN HIGH	ASST FOOTBALL-B (HS) FALL	$2,169.00
ORANGE JR,CHARLES	PIPER HIGH	ASST BSKTBALL-B (HS WIN	$1,735.00
OSSON,DENZELL	NOVA HIGH SCHOOL	ASST BSKTBALL-B (HS WIN	$1,735.00
OVALLE,FLOR	CRYSTAL LAKE MIDDLE	ESOL COORD/CONTCT	$1,150.00
PAIGE,JESSICA MICHELLE	PIPER HIGH	HD COMP CHRLEADER HS WIN	$1,579.00
PAILLET,DIANE DESMARAIS	CRYSTAL LAKE MIDDLE	CURRIC ACTIVITIES 1	$500.00
PALMAZ,ALEXANDER	TARAVELLA, J.P. HIGH	HD SOCCER-G (HS) WIN	$2,169.00
PATTI,LEAH	HARBORDALE ELEMENTARY	PARA BRKFST ELEMENTARY	$487.50
PENTON,CARLOS ANDRES	LAUDERHILL 6-12	HD VOLLEYBALL-G (MD) SPR	$1,302.00
PERDOMO,GHERALDIN	MCNICOL MIDDLE	LANG ARTS (DIST)	$717.00

2023-2024 SUPPLEMENT LIST

January 23, 2024

Name	Location	Wagetype text	Annual Amount
PETRONE,LAUREN ANN	CRYSTAL LAKE MIDDLE	HD VOLLEYBALL-G (MD) SPR	$1,302.00
PHILLIPS,KELVIN MATTHEW	PLANTATION MIDDLE	HD TRACK-B (MD) SPR	$1,302.00
PICHARDO,YOSELYN ARLINA	COOPER CITY HIGH	ESOL COORD/CONTCT	$900.00
PICO,SAMANTHA MARIA	WESTGLADES MIDDLE	HD VOLLEYBALL B (MD) SPR	$651.00
PIERRE LOUIS,DAVID MITCHELL	BOYD H. ANDERSON HIGH SCHOOL	HD TRACK-B (HS) SPR	$2,169.00
PIERRE,BERLINDA	MCARTHUR HIGH	SERVC LEARN COORD	$1,387.00
PIERRE,TIFFANY Ann	CRYSTAL LAKE MIDDLE	CALLING SUBS (SUPPL)	$811.85
PIETROLUONGO,KRISTEN LYNN	DAVIE ELEMENTARY	CALLING SUBS (SUPPL)	$579.80
PISANI,PASQUALE	PIPER HIGH	ASST BASEBALL-B (HS) SPR	$1,302.00
POITIER,REGINA RENE	BROADVIEW ELEMENTARY	BUS.SUPRT CNTR I	$625.00
POITIER,REGINA RENE	BROADVIEW ELEMENTARY	BUS.SUPRT CNTR II	$625.00
POITIER,REGINA RENE	BROADVIEW ELEMENTARY	BUS.SUPRT CNTR III	$625.00
POLACEK,ABIGAIL LEE	PARKSIDE ELEMENTARY	SAFETY PATROL (SUPPL)	$359.00
POLK,MARCUS JAMES	EQUITY, DIVERSITY & SCHOOL CLIMATE	HD BSKTBALL-B (MD) WIN	$1,302.00
POLK,MARCUS JAMES	EQUITY, DIVERSITY & SCHOOL CLIMATE	ASST BSKTBALL-B (HS WIN	$867.50
POLLARD,DUNYASA CHESTNUT	COCONUT CREEK HIGH	ASST BSKTBALL-G (HS WIN	$1,735.00
PORTO,LAZARO	WEST BROWARD HIGH	SACS COORD	$179.60
PORTO,LAZARO	WEST BROWARD HIGH	SCHOOL ADV CHAIRPERSON	$179.60
POST,ANGELA	SOUTH PLANTATION HIGH	BUS.SUPRT CNTR I	$562.50
POWELL,CHARLENE RENEE	EVERGLADES HIGH	SERVC LEARN COORD	$1,206.00
PRESCOTT,DEBBYANN K	DRIFTWOOD MIDDLE	HD FIELD EVENTS B (MD) SP	$601.00
PRESCOTT,DEBBYANN K	DRIFTWOOD MIDDLE	HD FIELD EVENTS G (MD) SP	$601.00
RABUN,MADISON L	TARAVELLA, J.P. HIGH	HD BOWLING HS FALL	$1,185.00
RAGBEER,CARY ANAND	WEST BROWARD HIGH	HD LACROSSE G VARHS	$1,579.00
RAINER,ELIJAH THADDEUS	POMPANO BEACH MIDDLE	GOLF BOYS MS FALL	$601.00
RAINER,ELIJAH THADDEUS	POMPANO BEACH MIDDLE	HD GOLF GRLS MSFALL	$601.00
RAMIREZ,RACHEL HEATHER	CORAL SPRINGS MIDDLE	HD VOLLEYBALL-G (MD) SPR	$1,302.00
RAYMONVIL,KINGSLEY ANTONIO	CORAL GLADES HIGH	ASST FOOTBALL-B (HS) FALL	$1,084.50
REIDY,CAROLYN T	LLOYD ESTATES ELEMENTARY	INTERVTN TEAM LDR	$2,521.00
RICHARDSON SR,NATHANAEL A	MIRAMAR HIGH	ASST WRSTLNG-B (HS) WIN	$1,735.00
ROACH,LATISH TREYON	DEERFIELD BEACH MIDDLE	FLOOR BALL GIRLS MD SPR	$601.00
RODRIGUES SANCHEZ,MARIA	WESTERN HIGH	FOREIGN LANG COMP (CO)	$717.00
RODRIGUEZ,SHEVAUN TANEKA	WESTWOOD HEIGHTS ELEMENTARY	FIELD TRIP COORD	$125.51
ROKICKI,ANNA MARIA	CRYSTAL LAKE MIDDLE	FIELD TRIP COORD	$468.75
ROLLE,DAPHNIE DESILUS	STUDENT SERVICES	SOCIAL WORKER	$1,984.64
ROLLE,DAPHNIE DESILUS	STUDENT SERVICES	MULTILING ITIN SUP	$350.00
ROMAIN,NATHALIE YVETTE	DILLARD 6-12	ESOL COORD/CONTCT	$675.00
ROSENTHAL,BETHZAIDA	CORAL SPRINGS MIDDLE	CLUB SPONSOR 2	$392.00
ROWE,TAWANNA TINA MARIE	CRYSTAL LAKE MIDDLE	SCHOOL ADV CHAIRPERSON	$717.00

2023-2024 SUPPLEMENT LIST

January 23, 2024

Name	Location	Wagetype text	Annual Amount
SAMPSON,NICKIA D	WESTPINE MIDDLE	HD SOCCER-G (MD) FALL	$1,302.00
SAMUELS,RAKEEM K	PIPER HIGH	ASST BSKTBALL-B (HS WIN	$1,735.00
SAMUELSON,CARY L	COOPER CITY HIGH	CLUB SPONSOR I	$392.00
SAN MARTANO,MARC ANTOINE	POMPANO BEACH HIGH	ASST SOCCER-G (HS) WIN	$1,302.00
SANTANA,MARISA DANIELLE	SHERIDAN TECHNICAL COLLEGE	NST HONOR SOC	$711.12
SANTANA,MARISA DANIELLE	SHERIDAN TECHNICAL COLLEGE	SCHOOL IMPROVEMENT	$430.20
SANTIAGO,ALINA GISELLE	OLSEN MIDDLE	MENTOR PROG 1	$717.00
SANTOPOLO,JULIAN	MAPLEWOOD ELEMENTARY	SCIENCE COMP (SB)	$717.00
SARGENT,BARBARA D	HOLLYWOOD HILLS HIGH	HD SOCCER-G (HS) WIN	$2,169.00
SCOTT JR,ALFRED	TARAVELLA, J.P. HIGH	ASST FOOTBALL-B (HS) FALL	$2,169.00
SCOTT,TASIA RENEE	CRYSTAL LAKE MIDDLE	YEARBOOK-NOT POC	$1,579.00
SEMERENE,JONATHAN ALFREDO	CORAL GLADES HIGH	ASST FOOTBALL-B (HS) FALL	$2,169.00
SEVALIA,TONYA D	ATLANTIC TECHNICAL COLLEGE	SOC ST COMP (SB)	$717.00
SHAFFER DELVALLE,JILLIAN LYNNE	PEMBROKE LAKES ELEMENTARY	ASST COMP CHRLEADR HS WIN	$947.00
SHERLOCK,CHRISTINE F	FOREST GLEN MIDDLE	CURRIC ACTIVITIES 1	$550.00
SHIRLEY,MELISSA PATRICE	NOVA HIGH SCHOOL	SCIENCE COMP (SB)	$681.15
SHORTRIDGE,SAMANTHA HARDY	CRYSTAL LAKE MIDDLE	CHRPERSON/EX STUDENT ED	$609.40
SIERRA JR,ISMAEL	SOUTH BROWARD HIGH	ASST FOOTBALL-B (HS) FALL	$2,169.00
SIMU,JENNIFER LAUREN	PIPER HIGH	HD SOCCER-G (HS) WIN	$2,169.00
SIWEK,CHRISTINE	COOPER CITY HIGH	SERVC LEARN COORD	$6,830.00
SMITH,ANDREA DEMETRICE	MARKHAM, ROBERT C ELEMENTARY	TESTING COORDINATOR	$660.00
SMITH,DARYL A	WEST BROWARD HIGH	ASST FOOTBALL-B (HS) FALL	$2,169.00
SMITH,JAMARI MARRELL	FORT LAUDERDALE HIGH	ASST BSKTBALL-B (HS WIN	$1,735.00
SMITH,JONATHAN ROBERT	MARJORY STONEMAN DOUGLAS HIGH	HD GOLF-G (HS) FALL	$1,185.00
SMITH,KENEISHA MARIA	BLANCHE ELY HIGH	ASST CHRLEADER-G (HS) FW	$1,302.00
SMITH,TANIYA SHIREEM	PIPER HIGH	ASST COMP CHRLEADR HS WIN	$947.00
SNIPE,MOURINHO	FORT LAUDERDALE HIGH	HD SOCCER-G (HS) WIN	$2,169.00
SOKOL,MARC GREGORY	SCHOOL COUNSELING	HD SOCCER-G (HS) WIN	$2,169.00
SOLANO-MILLAR,FAUSTINA VENECIA	BETHUNE, MARY M. ELEMENTARY	INTERVTN TEAM LDR	$2,521.00
SPEAR,SOPHIA LEA	SOUTH BROWARD HIGH	ASST CHRLEADER-G (HS) FW	$651.00
STANDIFER,BRANDIE LAVETTE	DEERFIELD BEACH HIGH	HD CHRLEADER (HS) FW	$2,169.00
STANTON II,JAMES EDWARD	HOLLYWOOD HILLS HIGH	HD BASEBALL-B (HS) SPR	$2,169.00
STEVENS,KRYSTAL JEANETTE	ATTUCKS MIDDLE	HD FIELD EVENTS G (MD) SP	$1,302.00
STEVENS,KRYSTAL JEANETTE	ATTUCKS MIDDLE	HD TRACK-G (MD) SPR	$1,302.00
STEVENS,KRYSTAL JEANETTE	ATTUCKS MIDDLE	FLOOR BALL BOYS MD SPR	$601.00
STEVENS,KRYSTAL JEANETTE	ATTUCKS MIDDLE	FLOOR BALL GIRLS MD SPR	$601.00
STEVENS,KRYSTAL JEANETTE	ATTUCKS MIDDLE	ASST BSKTBALL-B (HS WIN	$1,735.00
STEVENS,TRAMAINE DESHAUN	MIRAMAR HIGH	HD BSKTBALL-B (HS) WIN	$2,604.00
STONE,JAMESEY TUWAN	SAFETY & SECURITY OPERATIONS AREA	HD BSKTBALL-B (HS) WIN	$2,604.00

2023-2024 SUPPLEMENT LIST

January 23, 2024

Name	Location	Wagetype text	Annual Amount
STOTT,CRYSTAL LYNN	EAGLE RIDGE ELEMENTARY	BUS.SUPRT CNTR I	$625.00
STRICKLAND,ALLEN F	DILLARD 6-12	ASST FOOTBALL-B (HS) FALL	$542.25
STULLER,ERINN	MARJORY STONEMAN DOUGLAS HIGH	ASST BSKTBALL-B (HS WIN	$867.50
SU,WENFENG	CRYSTAL LAKE MIDDLE	NST HONOR SOC	$1,185.20
SUNKINS,SANDRA LYNN	HOLLYWOOD CENTRAL ELEMENTARY	BUS.SUPRT CNTR I	$625.00
SUNKINS,SANDRA LYNN	HOLLYWOOD CENTRAL ELEMENTARY	BUS.SUPRT CNTR II	$625.00
SUTTON,CHANTE L	SILVER TRAIL MIDDLE	BUS.SUPRT CNTR III	$562.50
SWEETING,SAMANTHA A	DEERFIELD BEACH HIGH	NST HONOR SOC	$1,185.20
TAYLOR,KEDRICKA M	SAFETY & SECURITY OPERATIONS AREA	HD CHRLEADER (MD) WIN	$1,302.00
TAYLOR,LATOYA SHAMIL	JAMES S HUNT ELEMENTARY	CHRPERSON/TEAM LEADER	$546.00
THOMAS,KERRY-ANN SAMARA	LAUDERDALE LAKES MIDDLE	FL FUTURE EDUC OF AMER	$782.00
THOMAS,LESLIE EUGENE	DEERFIELD BEACH HIGH	JROTC EXTRACURICLR	$1,434.00
THOMPSON,ALETHA SHADION	CRYSTAL LAKE MIDDLE	CHRPERSON/TEXTBOOK	$699.40
THOMPSON,MALLORY J	PARKWAY MIDDLE	HD BSKTBALL-G (MD) WIN	$1,302.00
THRELKELD JR,MAJOR EDWARD	SOUTH BROWARD HIGH	HD WRSTLNG B (HS) WIN	$2,169.00
THRELKELD JR,MAJOR EDWARD	SOUTH BROWARD HIGH	HD WRSTLNG G (HS) WIN	$2,169.00
TOMLINSON,UTA HARRIATTE	WEST BROWARD HIGH	SACS COORD	$179.60
TOMLINSON,UTA HARRIATTE	WEST BROWARD HIGH	SCHOOL ADV CHAIRPERSON	$179.60
TORRACA,EILEEN	WEST BROWARD HIGH	CURRIC ACTIVITIES 1	$358.40
TORRENTE,GUILLERMO ERNESTO	PIPER HIGH	HD SOCCER-B (HS) WIN	$2,169.00
TULLY,CHRISTOPHER R	CORAL SPRINGS HIGH	HD TENNIS-B/G COMB (HS) S	$1,579.00
TWITTY,LAMAR ROOSEVELT	SAFETY & SECURITY OPERATIONS AREA	HD BSKTBALL-B (HS) WIN	$2,604.00
VAZQUEZ,DAMARIS	ESE SUPPORT/COMPLIANCE	RECOGNITION PROGRAM	$2,864.80
VERA,STEPHANIE LEIF	SHERIDAN PARK ELEMENTARY	BUS DUTY	$359.00
VIGO,JEANETTE GONZALEZ	STEPHEN FOSTER ELEMENTARY	PARA BRKFST ELEMENTARY	$532.50
VILLALBA,IVAN ENRIQUE	PLANTATION HIGH	HD SOCCER-G (HS) WIN	$2,169.00
VILLARD,STEPHANE	TARAVELLA, J.P. HIGH	HD WRSTLNG B (HS) WIN	$2,169.00
WARE GRANT,ROBERTA ANN	THURGOOD MARSHALL ELEMENTARY	ESOL COORD/CONTCT	$37.50
WASHINGTON,MOSES DAVID	HALLANDALE HIGH	HD CR CTRY-B/G COMB (HS)F	$1,579.00
WEHRELL,TAMARA KATHY	WESTERN HIGH	CURRIC ACTIVITIES 1	$717.00
WHITE,BRYAN O.	INDIAN RIDGE MIDDLE	ASST BSKTBALL-B (HS WIN	$1,735.00
WHITE,TAVARES LLOYD WESLEY	CHARLES FLANAGAN HIGH	ASST FOOTBALL-B (HS) FALL	$1,084.50
WHITE,TONYA M	DILLARD 6-12	ESOL COORD/CONTCT	$675.00
WILLIAMS JR,ANDRE ALEXANDER	WHIDDON-ROGERS EDUCATION CENTER	ASST FOOTBALL-B (HS) FALL	$2,169.00
WILLIAMS,CHRISTINA VICTORIA	MCFATTER TECHNICAL COLLEGE	CLUB SPONSOR I	$392.00
WILLIAMS,CRAIG SHERARD	COCONUT CREEK HIGH	JROTC EXTRACURICLR	$2,043.45
WILLIAMS,CRAIG SHERARD	COCONUT CREEK HIGH	ROTC(SUPPL)	$619.40
WILLIAMS,IDA MICHELLE	WESTERN HIGH	CURRIC ACTIVITIES 1	$717.00
WILLIAMS,JAQUENTIN ROSHAUN	PIPER HIGH	HD BSKTBALL-G (HS) WIN	$2,604.00

2023-2024 SUPPLEMENT LIST

January 23, 2024

Name	Location	Wagetype text	Annual Amount
WILLIAMS,MICHELLE	FORT LAUDERDALE HIGH	CHRPERSONN/VOC	$819.00
WILLIAMS,MILDNETTE A	WILLIAM DANDY MIDDLE	ASST BSKTBALL-G (HS WIN	$1,735.00
WILLIAMS,TARA A	WESTERN HIGH	CURRIC ACTIVITIES 1	$717.00
WIZST,MORGAN ELIZABETH	CORAL SPRINGS HIGH	HD WTR POL-B/G COMB (HS)S	$1,579.00
WNUK,ALEXANDRIA CHRISTINE	LAUDERDALE LAKES MIDDLE	INTERVTN TEAM LDR	$840.20
WOOD,DAVID A	MCFATTER TECHNICAL COLLEGE	CLUB SPONSOR I	$392.00
WOOD,DAVID A	MCFATTER TECHNICAL COLLEGE	NST HONOR SOC	$592.60
WRAY,BRANDON MAURICE	COCONUT CREEK HIGH	HD SOCCER-B (HS) WIN	$2,168.00
WRIGHT WHITE,SHERIA DENISE	PARKWAY MIDDLE	HD CHRLEADER (MD) WIN	$651.00
WRIGHT,SHENA STACY ANN	LYONS CREEK MIDDLE	TESTING COORDINATOR	$550.00

Status: ADDITIONAL INFORMATION

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	H. Human Resources & Equity
DEPARTMENT:	Talent Acquisition & Operations (Instructional Staffing)

Agenda Item Number:	H-6.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	N/A

TITLE: **Instructional Out-of-Field Teaching Assignments 2023-2024 ADDITIONAL INFORMATION**

REQUESTED ACTION: **Approve the out-of-field instructional teaching assignments as listed on the attached lists respectively. All recommendations are made with the understanding that these individuals will comply with regulations/policies as set forth by the Florida Department of Education and The School Board of Broward County, Florida. District-wide.**

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment and Financial Impact, please see the Executive Summary.

EXHIBITS:

Additional Information Memo

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Valerie S. Wanza	Phone:	754-321-2650
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

David Azzarito, Chief People Officer

Signature

David Azzarito, Chief People Officer

Electronic Signature

Form $4189 Revised 7/23

PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Established 1915
BROWARD
County Public Schools

OFFICE OF THE SUPERINTENDENT
DR. PETER B. LICATA
SUPERINTENDENT OF SCHOOLS

PHONE: 754-321-2600 **FAX:** 754-321-2701 **EMAIL:** superintendent@browardschools.com

January 16, 2024

TO: School Board Members

FROM: David Azzarito DA
Chief People Officer

Valerie S. Wanza, Ph. D.
Deputy Superintendent, Chief of Staff

VIA: Dr. Peter B. Licata PBL designee
Superintendent of Schools

SUBJECT: **ADDITIONAL INFORMATION FOR H-6, INSTRUCTIONAL OUT OF FIELD TEACHING ASSIGNMENTS 2023-2024, FOR THE JANUARY 23, 2024, REGULAR SCHOOL BOARD MEETING**

Attached is additional information regarding Item H-6, Instructional Out of Field Teaching Assignments 2023-2024, for the January 23, 2024, Regular School Board Meeting.

PBL/VSW/DMA:str

c: Senior Leadership Team

For more information, please contact:

Name: Dr. Valerie S. Wanza
Title: Deputy Superintendent, Chief of Staff
Phone: 754-321-2650

EXECUTIVE SUMMARY

Subjects Out-of-Field Teacher Approvals 2023-2024

Board Meeting Date: January 23, 2024

Requested Action

Approve the attached list of out-of-field teaching assignments.

What would the impact be if the Board voted "yes" or "no"?

If the Board votes "Yes": Talent Acquisition & Operations, Instructional, will advise teachers to complete training to continue in the out-of-field assignment; and the School Board would be compliant with State Board Rules avoiding any audit exceptions.

If the Board votes "No": The Auditor General for the State of Failure could impose a financial penalty for failure to report out-of-field teachers.

Background/History

State Board of Education Rule (SBER) 6A-1.0503 *Definition of Qualified Instructional Personnel* requires School Board approval for newly identified out-of-field teachers because they have been:

- Assigned to teach a course for which the teacher does not have a valid certificate in the appropriate area (i.e., certified in social studies but teaching math); or
- Assigned a student characteristic for which the teacher does not hold appropriate certification (i.e., ESOL, ASD, gifted).

The Florida Course Code Directory outlines the appropriate certification areas for all courses, as well as directives on appropriate certification needed based on specific student characteristics. Using this information, the district programmatically identifies out-of-field teachers, except for teachers providing services to gifted students.

Schools must meet the requirements for delivery of gifted services outlined in the *Gifted Procedural Guide* and submit a list of their teachers providing gifted services to the Innovative Learning Department for vetting. Innovative Learning then provides the names of teachers that do not hold the gifted endorsement to Talent Acquisition & Operations - Instructional.

The State mandates out-of-field teachers complete training each year until appropriately certified. However, the Collective Bargaining Agreement between The School Board of Broward County, Florida, and Education Professionals, Article 4(d), allows for the

assignment of an employee to a position outside the scope of their certificate for one year or less as determined by the needs of the school. In these situations, the teacher can choose not to complete required training.

State Board of Education Rule (SBER) 6A-1.0503 and the Multicultural Education, Training, Advocacy, Inc. (META) have outlined the training requirements and timelines. If a teacher fails to complete the mandated training, the teacher can no longer teach in the out-of-field area and can never be out-of-field again.

Talent Acquisition & Operations, Instructional (TAO), has advised out-of-field teachers of the need for state mandated training and has provided information to them on how to complete requirements. They provide a minimum of five notices each year to them, as well as to provide webinars, one-on-one consultations, and a plethora of virtual meetings so teachers are aware of all options. They partnered with academic content experts who participates in these meetings to provide information on completing infield designation where that is an option. The district offers professional development for ESOL, Gifted, and Reading at no cost to the teacher.

TAO is submitting a total of 276 teachers to the Board for approval to teach out-of-field for FTE Survey 3, as compared to a total of 222 teachers last year at this time. Below are the specific reasons why teachers are being submitted to the Board for this survey period:

1. The Florida Course Code Directory requires teachers assigned ESE core ACCESS courses (math, English, science, social sciences) to hold certification in ESE and in the core subject area assigned, or ESE and elementary education. (i.e., a teacher assigned ACCESS English 1 needs to hold certification in ESE and English or ESE and Elementary).

2. Teachers hold certification in a related area but not in the specific area they teach. For example: certified in middle grades English 5-9 and out-of-field for English 6-12; certified in chemistry and out-of-field for physics or biology; certified in Prekindergarten/Primary (age 3 to grade 3) but teaching 4th or 5th grade.

3. There is a limited availability of candidates. These candidates have expertise/knowledge in the area but do not hold the certification area. Colleges of Education continue to show a significant decrease in enrollment. This has profoundly impacted the number of certified teachers available to teach all subject areas. The shortage has required principals to assign teachers' out-of-field to ensure that a certified teacher covers all classrooms.

4. Teachers assigned the primary English/language arts/reading class (this includes ESE and elementary teachers) to limited English proficient students must have the ESOL endorsement on their certificate as per the META Consent Decree.

5. Schools that have assigned teachers to provide instruction to gifted students must select a gifted certified teacher or a teacher that agrees to complete the gifted courses. The principal designates a qualified teacher as the Local Education Agency (LEA) representative. The LEA must have a working knowledge of the Policies and Procedures for the Provision of Specially Designed Instruction and Related Services for Exceptional Students. The Innovative Learning Department provides meetings and trainings pertaining to gifted education to identified individuals.

6. There are not enough courses offered to hire a full-time teacher; therefore, a teacher on staff that does not hold the appropriate certification covers the periods.

SUBJECTS OUT-OF-FIELD

Subject	January 2024 Number of Teachers	January 2023 Number of Teachers
Art	2	0
Biotechnology	0	0
Business Education	0	0
Drama	0	0
Educational Media Specialist	3	0
Elementary	61	49
English	13	11
ESE	18	39
ESOL	96	106
Gifted	76	13
Health	3	0
Marketing	0	0
Mathematics	11	21
Music	2	1
Orientation & Mobility End	1	0
Physical Education K-12	2	0
Prekindergarten Primary	10	9
Reading	10	7
Science	17	8
Social Science	11	3
Technology Education	0	0
World Language - Spanish	1	0

Alignment to 2027 Goals and Guardrails

This item aligns to student-focused outcomes through Guardrail *School Support*.

Measurable Outcome(s)/Return on Investment

With approval, the SBBC will not receive audit exceptions related to State Board of Education Rule (SBER) 6A-1.0503 Definition of Qualified Instructional Personnel.

Instructional staff identified as Out of Field, will receive the training needed to become appropriately certified.

Financial Impact

No additional funding required.

H-6 Out-of-Field Teacher Approvals
January 23, 2024

ART

ART

DEERFIELD PARK ELEMENTARY — DEANNA BUTTS — 108666

Certification: DANCE GRADES K-12

OOF Area: Art

GULFSTREAM ACADEMY OF HALLANDALE BEACH — LUIS VELASQUEZ — 132669

Certification: BUSINESS ED GRADES 6-12

OOF Area: Art

EDUC MEDIA SPECIALIST

EDUC MEDIA SPECIALIST

CASTLE HILL ELEMENTARY — KENYA DENISE WILLIAMS — 115090

Certification: PREK-PRIMARY AGE 3 GR 3 PRE-K/PRIM ED

OOF Area: Educ Media Specialist

ENDEAVOUR PRIMARY LEARNING CENTER — AVA-DAWN DAVIS-STERLING — 138702

Certification: MARKETING GRADES 6-12

OOF Area: Educ Media Specialist

STEPHEN FOSTER ELEMENTARY — CRYSTAL RODRIGUEZ — 126654

Certification: ELEMENTARY ELEM K-6
ESOL ENDORSEMENT
READING ENDORSEMENT

OOF Area: Educ Media Specialist

ELEMENTARY EDUCATION

ELEMENTARY EDUCATION

ATLANTIC WEST ELEMENTARY — LINDA CHALAS — 111914

Certification: PREK-PRIMARY AGE 3 GR 3 PRE-K/PRIM ED
READING ENDORSEMENT

OOF Area: Elementary Education

BANYAN ELEMENTARY ROULA HELWI 107429

Certification: SOCIAL SCI GRADES 6-12 **OOF Area:** Elementary Education

BETHUNE, MARY M. ELEMENTARY ARREAUNNA WILLIAMS 135072

Certification: SOCIAL SCI GRADES 6-12 **OOF Area:** Elementary Education

CHALLENGER ELEMENTARY TABITHA SANCHEZ 150888

Certification: SOCIAL SCI GRADES 6-12 **OOF Area:** Elementary Education

CHARLES DREW ELEMENTARY LARISSA MCDONALD 118012

Certification: BUSINESS ED GRADES 6-12 **OOF Area:** Elementary Education

COCONUT PALM ELEMENTARY CALVIN GOLSON JR 134673

Certification: SOCIAL SCI GRADES 6-12 **OOF Area:** ELEMENTARY EDUCATION

COCONUT PALM ELEMENTARY RABIYA USMAN 108240

Certification: BIOLOGY GRADES 6-12 **OOF Area:** ELEMENTARY EDUCATION

CORAL SPRINGS HIGH LESLIE CHANDLER 88361

Certification: EXCEPT STU ED GRADES K-12 **OOF Area:** ELEMENTARY EDUCATION

COUNTRY ISLES ELEMENTARY DANIELA AMARO 134620

Certification: SOCIAL SCI GRADES 6-12 **OOF Area:** Elementary Education

DEERFIELD BEACH ELEMENTARY PRISCILLA HAASE 139539

Certification: BIOLOGY GRADES 6-12 **OOF Area:** Elementary Education

DEERFIELD BEACH HIGH LANCE DEVEAUX 133475

Certification: SOCIAL SCI GRADES 6-12 **OOF Area:** ELEMENTARY EDUCATION

EVERGLADES ELEMENTARY FLAVIA DE SOUSA PINTO 125182

Certification: SOCIAL SCI GRADES 6-12 **OOF Area:** ELEMENTARY EDUCATION

EVERGLADES ELEMENTARY CARMEN GARCIA 119842

Certification: PREK-PRIMARY AGE 3 GR 3 PRE-K/PRIM ED **OOF Area:** ELEMENTARY EDUCATION

EVERGLADES ELEMENTARY KARLA VERA 121986

Certification: EXCEPT STU ED GRADES K-12 **OOF Area:** ELEMENTARY EDUCATION

FOREST HILLS ELEMENTARY CANDIDA DEFRAN 133614

Certification: BUSINESS ED GRADES 6-12 **OOF Area:** ELEMENTARY EDUCATION

GLADES MIDDLE — EVIAN JOSEPH 122153

Certification: BUSINESS ED GRADES 6-12

OOF Area: ELEMENTARY EDUCATION

GULFSTREAM ACADEMY OF HALLANDALE BEACH — NELLY LOPEZ 80223

Certification: PRESCHOOL ED PRESCH ED (Age 0-4)
EXCEPT STU ED GRADES K-12

OOF Area: Elementary Education

HARBORDALE ELEMENTARY — CAITLYNN WILLIAM 135258

Certification: ART GRADES K-12

OOF Area: Elementary Education

HAWKES BLUFF ELEMENTARY — LILIANA HERNANDEZ 43488

Certification: EXCEPT STU ED GRADES K-12

OOF Area: ELEMENTARY EDUCATION

HOLLYWOOD HILLS HIGH — FRINETTE VOLQUEZ 59561

Certification: ESOL ENDORSEMENT
READING ENDORSEMENT
EXCEPT STU ED GRADES K-12
AUTISM SPECTRUM ENDORSEMENT

OOF Area: ELEMENTARY EDUCATION

HORIZON ELEMENTARY — NICOLE AINA 137759

Certification: HEALTH GRADES K-12

OOF Area: Elementary Education

INDIAN TRACE ELEMENTARY — MARIA RIVERA 108455

Certification: COMPUTER SCI GRADES K-12

OOF Area: ELEMENTARY EDUCATION

JAMES S HUNT ELEMENTARY | ANNETTE | LAMBOY | 134677

Certification: BUSINESS ED GRADES 6-12

OOF Area: Elementary Education

JAMES S HUNT ELEMENTARY | ANNETTE | LAMBOY | 134677

Certification: BUSINESS ED GRADES 6-12

OOF Area: eLEMENTARY EDUCATION

JAMES S HUNT ELEMENTARY | LINDA | LEVERETT | 76492

Certification: MATHEMATICS GRADES 6-12

OOF Area: Elementary Education

LAKESIDE ELEMENTARY | RHODA | KONDIAH-BRIJANAND | 43312

Certification: ESOL ENDORSEMENT
PREK-PRIMARY AGE 3 GR 3 PRE-K/PRIM ED
READING ENDORSEMENT
GIFTED ENDORSEMENT

OOF Area: Elementary Education

LARKDALE ELEMENTARY | ARENS | LOUIS | 116532

Certification: ESOL GRADES K-12

OOF Area: ELEMENTARY EDUCATION

LARKDALE ELEMENTARY | PRINCESS | MCGOWAN | 149423

Certification: BUSINESS ED GRADES 6-12

OOF Area: ELEMENTARY EDUCATION

LLOYD ESTATES ELEMENTARY | JASMENE | HAWKINS | 120879

Certification: PREK-PRIMARY AGE 3 GR 3 PRE-K/PRIM ED

OOF Area: Elementary Education

MANATEE BAY ELEMENTARY — LARISSA WERNER GOMEZ — 130195

Certification: PRESCHOOL ED PRESCH ED (Age 0-4)
OOF Area: ELEMENTARY EDUCATION

MARGATE ELEMENTARY — OLIN GONZALEZ — 127391

Certification: BUSINESS ED GRADES 6-12
OOF Area: ELEMENTARY EDUCATION

MCNAB ELEMENTARY — MICHAEL DIPIERRO — 66602

Certification: PHYSICAL ED GRADES K-12
OOF Area: Elementary Education

MIRROR LAKE ELEMENTARY — SAMANTHA NAGY — 143465

Certification: BUSINESS ED GRADES 6-12
OOF Area: Elementary Education

MONARCH HIGH — MARIMAR MORENO-VELEZ — 133546

Certification: SOCIAL SCI GRADES 6-12
OOF Area: ELEMENTARY EDUCATION

MORROW ELEMENTARY — KAREN CAMPBELL — 108661

Certification: SOCIAL SCI GRADES 5-9 (MID GR)
GIFTED ENDORSEMENT
OOF Area: ELEMENTARY EDUCATION

MORROW ELEMENTARY — MYRLANDE EMMANUEL — 87472

Certification: BIOLOGY GRADES 6-12
OOF Area: Elementary Education

MORROW ELEMENTARY ALECIA PETERS 142376

Certification: SOCIAL SCI GRADES 6-12 **OOF Area:** Elementary Education

NOB HILL ELEMENTARY LISA COMPTON 132249

Certification: EXCEPT STU ED GRADES K-12 **OOF Area:** Elementary Education

NORCREST ELEMENTARY SARAH RISLEY 134903

Certification: SOCIAL SCI GRADES 6-12 **OOF Area:** Elementary Education

NORTH LAUDERDALE ELEMENTARY CLARIBEL CAMACHO 134427

Certification: SOCIAL SCI GRADES 6-12 **OOF Area:** Elementary Education

OAKRIDGE ELEMENTARY TANGELA RAY 133204

Certification: BUSINESS ED GRADES 6-12 **OOF Area:** Elementary Education

ORIOLE ELEMENTARY JESENIA GONZALES 135805

Certification: BUSINESS ED GRADES 6-12 **OOF Area:** Elementary Education

ORIOLE ELEMENTARY GABRIELLE JONES 92349

Certification: BUSINESS ED GRADES 6-12 **OOF Area:** ELEMENTARY EDUCATION

PARK LAKES ELEMENTARY — DENISE BARRETT PITT — 147392

Certification: SOCIAL SCI GRADES 6-12 — **OOF Area:** Elementary Education

PARK SPRINGS ELEMENTARY — ALENA PINTER — 88267

Certification: EXCEPT STU ED GRADES K-12 — **OOF Area:** Elementary Education

PASADENA LAKES ELEMENTARY — SHANTELL BOWEN — 124663

Certification: EXCEPT STU ED GRADES K-12 — **OOF Area:** Elementary Education

PIONEER MIDDLE — KACIA SAVAGE — 148987

Certification: EXCEPT STU ED GRADES K-12 — **OOF Area:** ELEMENTARY EDUCATION

PLANTATION ELEMENTARY — KIMBERLY GREENE — 91436

Certification: SOCIAL SCI GRADES 5-9 (MID GR) — **OOF Area:** Elementary Education

RIVERSIDE ELEMENTARY — CRISTIAN BASABE — 116000

Certification: MATHEMATICS GRADES 5-9 (MID GR)
MID GR SCI GRADES 5-9 (MID GR) — **OOF Area:** ELEMENTARY EDUCATION

SANDPIPER ELEMENTARY — CAROLAYM M GUTIERREZ GOMEZ — 114638

Certification: SOCIAL SCI GRADES 5-9 (MID GR) — **OOF Area:** Elementary Education

SEA CASTLE ELEMENTARY | TATIANA | SANTOS | 131853

Certification: PREK-PRIMARY AGE 3 GR 3 PRE-K/PRIM ED

OOF Area: Elementary Education

SHERIDAN PARK ELEMENTARY | JALISSA | WONG | 134678

Certification: ART GRADES K-12
BIOLOGY GRADES 6-12

OOF Area: Elementary Education

SUNLAND PARK ACADEMY | DAVID | MICHEL | 134366

Certification: BUSINESS ED GRADES 6-12

OOF Area: Elementary Education

SUNSHINE ELEMENTARY | BAN | HASSAN | 80338

Certification: SOCIAL SCI GRADES 5-9 (MID GR)

OOF Area: Elementary Education

THE QUEST CENTER | ALBERTA | DAVIS BURLINSON | 82506

Certification: EXCEPT STU ED GRADES K-12

OOF Area: ELEMENTARY EDUCATION

VILLAGE ELEMENTARY | FLAVIA | ANDERSON | 112805

Certification: BUSINESS ED GRADES 6-12

OOF Area: Elementary Education

VILLAGE ELEMENTARY | SOPHIA | GELIN | 53692

Certification: SOCIAL SCI GRADES 6-12

OOF Area: Elementary Education

VILLAGE ELEMENTARY JULIA WILKIE 117709

Certification: ENGLISH GRADES 5-9 (MID GR) **OOF Area:** Elementary Education

WALKER ELEMENTARY CLAURISSA DESILMA 143691

Certification: BIOLOGY GRADES 6-12 **OOF Area:** Elementary Education

WATKINS ELEMENTARY DOMINIQUE CORIOLAN 136073

Certification: SCH SOCIAL WKR PRE K-12 **OOF Area:** ELEMENTARY EDUCATION

WATKINS ELEMENTARY HEBA ZAKY 86631

Certification: PRESCHOOL ED PRESCH ED (Age 0-4) **OOF Area:** Elementary Education

ENGLISH-6TH-12TH GRADE

APOLLO MIDDLE DAVID MALKA 110674

Certification: ED MEDIA SPEC PRE K-12
SOCIAL SCI GRADES 6-12
GIFTED ENDORSEMENT

OOF Area: English-6th-12th Grade

BOYD H. ANDERSON HIGH SCHOOL DEIDRA WASHINGTON 2164

Certification: ELEMENTARY ELEM 1-6
ESOL ENDORSEMENT
READING GRADES K-12

OOF Area: English-6th-12th Grade

COCONUT CREEK HIGH FABIO CABRERA 135635

Certification: SOCIAL SCI GRADES 6-12 **OOF Area:** English-6th-12th Grade

COOPER CITY HIGH | MEGAN | OTERO | 131218

Certification: ESOL ENDORSEMENT
READING ENDORSEMENT
EXCEPT STU ED GRADES K-12
AUTISM SPECTRUM ENDORSEMENT

OOF Area: English-6th-12th Grade

HOLLYWOOD HILLS HIGH | GERALD | SEEGER | 143468

Certification: DRAMA GRADES 6-12

OOF Area: English-6th-12th Grade

PIPER HIGH | ANGEL | MIRANDA | 53417

Certification: ESOL ENDORSEMENT
READING GRADES K-12

OOF Area: English-6th-12th Grade

ENGLISH-MIDDLE GRADES

DILLARD 6-12 | EURIKA | GIBBONS | 125082

Certification: SOCIAL SCI GRADES 6-12

OOF Area: English-Middle Grades

GULFSTREAM ACADEMY OF HALLANDALE BEACH | KATHERINE | ACCARDI | 131951

Certification: ELEMENTARY ELEM K-6

OOF Area: English-Middle Grades

GULFSTREAM ACADEMY OF HALLANDALE BEACH | MELISA | DINGLE MASON | 58278

Certification: ELEMENTARY ELEM K-6
ESOL ENDORSEMENT
PHYSICAL ED GRADES K-8
READING ENDORSEMENT

OOF Area: English-Middle Grades

GULFSTREAM ACADEMY OF HALLANDALE BEACH | TERALL | SIMPKINS | 125224

Certification: SOCIAL SCI GRADES 6-12
EXCEPT STU ED GRADES K-12

OOF Area: ENGLISH-MIDDLE GRADES

NEW RENAISSANCE MIDDLE | PATRICIA | LOLO | 97257

Certification: FRENCH GRADES K-12 **OOF Area:** English-Middle Grades

SUNRISE MIDDLE | JOYANN | GREGORY | 137139

Certification: SOCIAL SCI GRADES 6-12 **OOF Area:** English-Middle Grades

WILLIAM DANDY MIDDLE | SHASHANA | LIVINGSTON | 143876

Certification: COMPUTER SCI GRADES K-12 **OOF Area:** English-Middle Grades

ESE

ESE

BOYD H. ANDERSON HIGH SCHOOL | DELTON | CROOKS | 88472

Certification: MATHEMATICS GRADES 5-9 (MID GR) **OOF Area:** ESE

COCONUT PALM ELEMENTARY | CALVIN | GOLSON JR | 134673

Certification: SOCIAL SCI GRADES 6-12 **OOF Area:** ESE

DEERFIELD BEACH HIGH | LANCE | DEVEAUX | 133475

Certification: SOCIAL SCI GRADES 6-12 **OOF Area:** ESE

EVERGLADES ELEMENTARY | CARMEN | GARCIA | 119842

Certification: PREK-PRIMARY AGE 3 GR 3 PRE-K/PRIM ED **OOF Area:** ESE

FOREST HILLS ELEMENTARY | CANDIDA | DEFRAN | 133614

Certification: BUSINESS ED GRADES 6-12

OOF Area: ESE

GLADES MIDDLE | EVIAN | JOSEPH | 122153

Certification: BUSINESS ED GRADES 6-12

OOF Area: ESE

HARBORDALE ELEMENTARY | JULIA | GUERRERO | 76577

Certification: ELEMENTARY ELEM K-6
ESOL ENDORSEMENT

OOF Area: ESE

HARBORDALE ELEMENTARY | LAUREN | KIRIK | 76946

Certification: ELEMENTARY ELEM K-6
ESOL ENDORSEMENT
READING ENDORSEMENT
GIFTED ENDORSEMENT

OOF Area: ESE

HOLLYWOOD HILLS ELEMENTARY | APRIL | HOFKINS | 48047

Certification: ELEMENTARY ELEM 1-6
ESOL ENDORSEMENT
READING ENDORSEMENT

OOF Area: ESE

JAMES S HUNT ELEMENTARY | ANNETTE | LAMBOY | 134677

Certification: BUSINESS ED GRADES 6-12

OOF Area: ESE

MANATEE BAY ELEMENTARY | KRISTA | REEVES | 64165

Certification: ELEMENTARY ELEM K-6
ESOL ENDORSEMENT
READING ENDORSEMENT

OOF Area: ESE

MONARCH HIGH | MARIMAR | MORENO-VELEZ | 133546

Certification: SOCIAL SCI GRADES 6-12 **OOF Area:** ESE

PARK SPRINGS ELEMENTARY | SHANA | MILANO | 45970

Certification: ELEMENTARY ELEM 1-6
ESOL ENDORSEMENT
READING ENDORSEMENT
GIFTED ENDORSEMENT

OOF Area: ESE

PASADENA LAKES ELEMENTARY | ILIANA | PEREZ | 6331

Certification: ELEMENTARY ELEM 1-6
ESOL ENDORSEMENT
READING ENDORSEMENT

OOF Area: ESE

SAWGRASS ELEMENTARY | TERESSA | ALVAREZ | 90945

Certification: ELEMENTARY ELEM K-6
ESOL ENDORSEMENT
READING ENDORSEMENT

OOF Area: ESE

SILVER RIDGE ELEMENTARY | MANUELA | NUNEZ | 132727

Certification: ELEMENTARY ELEM K-6 **OOF Area:** ESE

WATKINS ELEMENTARY | DOMINIQUE | CORIOLAN | 136073

Certification: SCH SOCIAL WKR PRE K-12 **OOF Area:** ESe

ESE-HEARING IMPAIRED

ESE-HEARING IMPAIRED

SPECIALIZED INSTRUCTION | SIDNAYA | SCHWEITZER | 76960

Certification: VISUALLY IMPAIRED GRADES K-12 **OOF Area:** ESE-Hearing Impaired

HEALTH

HEALTH

CYPRESS RUN EDUCATION CENTER — ODINO ETIENNE 116564

Certification: SOCIAL SCI GRADES 6-12

OOF Area: HEALTH

GULFSTREAM ACADEMY OF HALLANDALE BEACH — KATHERINE ACCARDI 131951

Certification: ELEMENTARY ELEM K-6

OOF Area: Health

GULFSTREAM ACADEMY OF HALLANDALE BEACH — TERALL SIMPKINS 125224

Certification: SOCIAL SCI GRADES 6-12
EXCEPT STU ED GRADES K-12

OOF Area: Health

MATH-6TH-12TH GRADE

MATH-6TH-12TH GRADE

APOLLO MIDDLE — WILFREDO RODRIGUEZ 52665

Certification: ELEMENTARY ELEM K-6
ESOL ENDORSEMENT
MID GR SCI GRADES 5-9 (MID GR)
MG INTEGRATED CURR GRADES 5-9 (MID

OOF Area: Math-6th-12th Grade

CORAL GLADES HIGH — RYAN RHODEN 143921

Certification: BUSINESS ED GRADES 6-12

OOF Area: Math-6th-12th Grade

DAVE THOMAS EDUCATION CENTER — AMADO DIAZ 101419

Certification: BUSINESS ED GRADES 6-12

OOF Area: MATH-6TH-12TH GRADE

DILLARD 6-12 — LASHAYLA GIBSON 99668

Certification: MATHEMATICS GRADES 5-9 (MID GR)

OOF Area: MATH-6th-12th Grade

MONARCH HIGH NANCY VAN MEHREN 57179

Certification: MATHEMATICS GRADES 5-9 (MID GR) **OOF Area:** MATH-6TH-12TH GRADE

MATH-MIDDLE GRADES

MATH-MIDDLE GRADES

APOLLO MIDDLE JEFFREY BRUNO 127580

Certification: BUSINESS ED GRADES 6-12 **OOF Area:** Math-Middle Grades

APOLLO MIDDLE CAROLYN CHRISTIAN 125480

Certification: COMPUTER SCI GRADES K-12 **OOF Area:** Math-Middle Grades

APOLLO MIDDLE KRISTI JOSEFFER 34334

Certification: ELEMENTARY ELEM 1-6 **OOF Area:** Math-Middle Grades

GULFSTREAM ACADEMY OF HALLANDALE BEACH KATHERINE ACCARDI 131951

Certification: ELEMENTARY ELEM K-6 **OOF Area:** Math-Middle Grades

GULFSTREAM ACADEMY OF HALLANDALE BEACH TERALL SIMPKINS 125224

Certification: SOCIAL SCI GRADES 6-12
EXCEPT STU ED GRADES K-12 **OOF Area:** Math-Middle Grades

LAUDERHILL 6-12 JONTAE KENNEDY 114058

Certification: ENGLISH GRADES 5-9 (MID GR) **OOF Area:** Math-Middle Grades

MUSIC

BETHUNE, MARY M. ELEMENTARY

Certification: ART GRADES K-12

PARKWAY MIDDLE

Certification: HEALTH GRADES K-12
MID GR SCI GRADES 5-9 (MID GR)

MUSIC

KEYASIA	TIBBS	127584

OOF Area: Music

CORNELIUS	BENJAMIN	80138

OOF Area: Music

ORIEN MOBILITY END

SPECIALIZED INSTRUCTION

Certification: VISUALLY IMPAIRED GRADES K-12

ORIEN MOBILITY END

SIDNAYA	SCHWEITZER	76960

OOF Area: Orien Mobility End

PHYSICAL EDUCATION K-12TH GRADE

BOYD H. ANDERSON HIGH SCHOOL

Certification: BIOLOGY GRADES 6-12

CYPRESS RUN EDUCATION CENTER

Certification: SOCIAL SCI GRADES 6-12

PHYSICAL EDUCATION K-12TH GRADE

G'ANA	ROBINSON	107597

OOF Area: Physical Education K-12th Grade

ODINO	ETIENNE	116564

OOF Area: Physical Education K-12th Grade

PREKINDERGARTEN/PRIMARY ED

CHAPEL TRAIL ELEMENTARY

Certification: ELEMENTARY ELEM K-6
ESOL ENDORSEMENT
READING ENDORSEMENT

PREKINDERGARTEN/PRIMARY ED

LOURDES	SMITH	95548

OOF Area: PREKINDERGARTEN/PRIMARY ED

CHARLES DREW ELEMENTARY TYRA KNIGHT 113612

Certification: SOCIAL SCI GRADES 5-9 (MID GR) **OOF Area:** PREKINDERGARTEN/PRIMARY ED

DRIFTWOOD ELEMENTARY KEISHA-GAYLE SMITH PETERSON 131268

Certification: ENGLISH GRADES 6-12 **OOF Area:** PREKINDERGARTEN/PRIMARY ED

FAIRWAY ELEMENTARY MAKESSIA EALEY 132836

Certification: ELEMENTARY ELEM K-6 **OOF Area:** PREKINDERGARTEN/PRIMARY ED

GULFSTREAM EARLY CHILDHOOD CENTER EXC NATALIE MCFARLANE 96219

Certification: BUSINESS ED GRADES 6-12 **OOF Area:** PREKINDERGARTEN/PRIMARY ED

MEADOWBROOK ELEMENTARY HILDA NARVAEZ VANEGAS 132970

Certification: SPANISH GRADES K-12 **OOF Area:** PREKINDERGARTEN/PRIMARY ED

ORANGE BROOK ELEMENTARY ELSA SANTANA 56193

Certification: SOCIAL SCI GRADES 5-9 (MID GR) **OOF Area:** PREKINDERGARTEN/PRIMARY ED

PLANTATION ELEMENTARY CANDICE CHILDS 129436

Certification: SOCIAL SCI GRADES 5-9 (MID GR) **OOF Area:** PREKINDERGARTEN/PRIMARY ED

SILVER PALMS ELEMENTARY | SUYUD | ATALLA | 119725

Certification: SOCIAL SCI GRADES 6-12

OOF Area: PREKINDERGARTEN/PRIMARY ED

STEPHEN FOSTER ELEMENTARY | JENNIFER | LUCERO | 129612

Certification: SOCIAL SCI GRADES 5-9 (MID GR)

OOF Area: PREKINDERGARTEN/PRIMARY ED

READING

READING

APOLLO MIDDLE | MICHELLE | COMPLE | 107752

Certification: ENGLISH GRADES 6-12
ESOL ENDORSEMENT
GIFTED ENDORSEMENT

OOF Area: reading

APOLLO MIDDLE | CANDICE | WILBURN | 120212

Certification: SOCIAL SCI GRADES 6-12

OOF Area: reading

BAIR MIDDLE | DESIRRAY | GRAHAM-KELLY | 30292

Certification: SOCIAL SCI GRADES 5-9 (MID GR)

OOF Area: reading

BEACHSIDE MONTESSORI VILLAGE | STEPHANY | STOCK | 45892

Certification: ELEMENTARY ELEM K-6
ESOL ENDORSEMENT
GIFTED ENDORSEMENT

OOF Area: reading

DILLARD 6-12 | BERYLYN | SMITH | 131187

Certification: ELEMENTARY ELEM K-6

OOF Area: reading

LAUDERDALE LAKES MIDDLE — LENORA CHRISTOPHER 63428

Certification: ELEMENTARY ELEM K-6
ESOL ENDORSEMENT
PREK-PRIMARY AGE 3 GR 3 PRE-K/PRIM ED

OOF Area: reading

PARKWAY MIDDLE — YOLANDA GARCIA 4219

Certification: ELEMENTARY ELEM K-6
ESOL ENDORSEMENT

OOF Area: reading

PARKWAY MIDDLE — LAMIAH MCCRAY 130962

Certification: BUSINESS ED GRADES 6-12

OOF Area: reading

PIONEER MIDDLE — KACIA SAVAGE 148987

Certification: EXCEPT STU ED GRADES K-12

OOF Area: reading

WILLIAM DANDY MIDDLE — JONATHAN HOMAN 141995

Certification: SOCIAL SCI GRADES 6-12

OOF Area: reading

SCIENCE-BIOLOGY

SCIENCE-BIOLOGY

COOPER CITY HIGH — VALARIE SMITH 121929

Certification: HEALTH GRADES K-12

OOF Area: Science-Biology

CYPRESS BAY HIGH — KRISTINA WOLF 84156

Certification: ART GRADES K-12
EARTH SPACE SCI GRADES 6-12
ELEMENTARY ELEM K-6
ESOL ENDORSEMENT

OOF Area: Science-Biology

MCFATTER TECHNICAL COLLEGE | KURT | MCNABB | 81107

Certification: ED LEADERSHIP LEVEL NOT SPECIFIED
MATHEMATICS GRADES 6-12
PHYSICS GRADES 6-12

OOF Area: Science-Biology

SCIENCE-CHEMISTRY

SCIENCE-CHEMISTRY

COOPER CITY HIGH | ROSE MARIE | ALI | 110774

Certification: AGRICULTURE DEGREE GRADES 6-12

OOF Area: Science-Chemistry

SCIENCE-MIDDLE GRADES

SCIENCE-MIDDLE GRADES

ANNABEL C PERRY PK-8 | VENITA | EVERETT | 63619

Certification: ELEMENTARY ELEM K-6
ESOL ENDORSEMENT
READING ENDORSEMENT
READING GRADES K-12

OOF Area: SCIENCE-MIDDLE GRADES

DRIFTWOOD MIDDLE | GUADALUPE | BRUESTLE | 115431

Certification: BIOLOGY GRADES 6-12

OOF Area: SCIENCE-MIDDLE GRADES

GULFSTREAM ACADEMY OF HALLANDALE BEACH | KATHERINE | ACCARDI | 131951

Certification: ELEMENTARY ELEM K-6

OOF Area: Science-Middle Grades

GULFSTREAM ACADEMY OF HALLANDALE BEACH | TERALL | SIMPKINS | 125224

Certification: SOCIAL SCI GRADES 6-12
EXCEPT STU ED GRADES K-12

OOF Area: Science-Middle Grades

LAUDERDALE LAKES MIDDLE | JADE | DEWAR | 139929

Certification: BIOLOGY GRADES 6-12

OOF Area: Science-Middle Grades

LAUDERHILL 6-12 NEVILLE LEDGISTER 127329

Certification: BUSINESS ED GRADES 6-12

OOF Area: Science-Middle Grades

LYONS CREEK MIDDLE KEYANIA LIGHTBOURN 132413

Certification: BIOLOGY GRADES 6-12

OOF Area: Science-Middle Grades

NOVA MIDDLE DAVID CLARKE 143479

Certification: BIOLOGY GRADES 6-12

OOF Area: SCIENCE-MIDDLE GRADES

PINES MIDDLE JASMINE AVILES 96710

Certification: ESOL ENDORSEMENT
READING ENDORSEMENT
EXCEPT STU ED GRADES K-12
AUTISM SPECTRUM ENDORSEMENT

OOF Area: SCIENCE-MIDDLE GRADES

SAWGRASS SPRINGS MIDDLE JAMIE HARRIS 100840

Certification: ELEMENTARY ELEM K-6

OOF Area: SCIENCE-MIDDLE GRADES

SPECIALIZED INSTRUCTION SHAUNA DALEY 87115

Certification: ELEMENTARY ELEM K-6
ESOL ENDORSEMENT
PRESCHOOL ED PRESCH ED (Age 0-4)
READING ENDORSEMENT

OOF Area: SCIENCE-MIDDLE GRADES

WALTER C. YOUNG MIDDLE K-SHAWN GOLDING 122147

Certification: ELEMENTARY ELEM K-6

OOF Area: Science-Middle Grades

WESTPINE MIDDLE | ALEXIS | DORRELL | 80960

Certification: EXCEPT STU ED GRADES K-12

OOF Area: SCIENCE-MIDDLE GRADES

SOCIAL SCIENCE-6TH-12TH GRADE

SOCIAL SCIENCE-6TH-12TH GRADE

BROWARD VIRTUAL EDUCATION | CYNTHIA | GRABELSKY | 7934

Certification: READING ENDORSEMENT
FAMILY & CONSUMER SCI GRADES 6-12

OOF Area: Social Science-6th-12th Grade

CYPRESS BAY HIGH | SHERYL | SUGERMAN | 17819

Certification: ELEMENTARY ELEM 1-6
ESOL ENDORSEMENT
READING ENDORSEMENT
SCH PSYCHOLOGIST PRE K-12

OOF Area: Social Science-6th-12th Grade

CYPRESS BAY HIGH | JAMEZ | WILLIAMS | 115120

Certification: ELEMENTARY ELEM K-6
ESOL ENDORSEMENT
BUSINESS ED GRADES 6-12

OOF Area: Social Science-6th-12th Grade

HOLLYWOOD HILLS HIGH | MICHAEL | SEARCY | 74343

Certification: PHYSICAL ED GRADES K-12

OOF Area: SOCIAL SCIENCE-6TH-12TH GRADE

WEST BROWARD HIGH | BIANCA | ISOLINO-SCHINDLER | 95972

Certification: SOCIAL SCI GRADES 5-9 (MID GR)

OOF Area: Social Science-6th-12th Grade

WEST BROWARD HIGH | SHAWNNETTE | LONGLEY | 137272

Certification: SOCIAL SCI GRADES 5-9 (MID GR)

OOF Area: Social Science-6th-12th Grade

WEST BROWARD HIGH | TONY | SHAW | 15404

Certification: MATHEMATICS GRADES 5-9 (MID GR)
READING ENDORSEMENT
DRIVER ED ENDORSEMENT
BUSINESS ED GRADES 6-12

OOF Area: Social Science-6th-12th Grade

SOCIAL SCIENCE-MIDDLE GRADES

SUNRISE MIDDLE | LAVERN | HEWITT | 110353

Certification: MID GR SCI GRADES 5-9 (MID GR)

OOF Area: Social Science-Middle Grades

TEQUESTA TRACE MIDDLE | ALEJANDRA | HERNANDEZ | 134598

Certification: MARKETING GRADES 6-12

OOF Area: Social Science-Middle Grades

WESTGLADES MIDDLE | LIUDMILA | GUTIERREZ FUNDORA | 133771

Certification: SPANISH GRADES K-12

OOF Area: Social Science-Middle Grades

WESTPINE MIDDLE | ALEXIS | DORRELL | 80960

Certification: EXCEPT STU ED GRADES K-12

OOF Area: Social Science-Middle Grades

WORLD LANGUAGE-SPANISH

FOREST GLEN MIDDLE | JOANNA | FLASTER | 40359

Certification: ELEMENTARY ELEM K-6
ESOL ENDORSEMENT
READING ENDORSEMENT
GIFTED ENDORSEMENT

OOF Area: World Language-Spanish

ESOL ESOL

The teachers listed below have been identified as out-of-field for ESOL. In accordance with the Multicultural Education Training Agreement (META), teachers have six years to complete 15 semester hours of coursework or 300 inservice points toward obtaining the ESOL Endorsement; or opt to pass the ESOL subject area exam and, within three years, complete two ESOL college/inservice courses.

AINA	NICOLE	HORIZON ELEMENTARY	137759
AMARO	DANIELA	COUNTRY ISLES ELEMENTARY	134620
ANDERSON	FLAVIA	VILLAGE ELEMENTARY	112805
ANDRADE NIZ	VIVIANE	JAMES S HUNT ELEMENTARY	144423
BARRETO	JULIANA	DOLPHIN BAY ELEMENTARY	127358
BARRETT PITT	DENISE	PARK LAKES ELEMENTARY	147392
BONHAM	JASMINE	HORIZON ELEMENTARY	137638
CABRERA	FABIO	COCONUT CREEK HIGH	135635
CAMACHO	CLARIBEL	NORTH LAUDERDALE ELEMENTARY	134427
CARRASCO	STEPHANIE	BROADVIEW ELEMENTARY	132389
CARVALHO RODRIGUES	JUSSARA	DEERFIELD BEACH HIGH	117953
COMPTON	LISA	NOB HILL ELEMENTARY	132249
DEFRAN	CANDIDA	FOREST HILLS ELEMENTARY	133614
DESILMA	CLAURISSA	WALKER ELEMENTARY	143691
DIPIERRO	MICHAEL	MCNAB ELEMENTARY	66602
DOYLE	JANE	FLORANADA ELEMENTARY	101493
DUCREPIN	TAMARE	COLBERT ELEMENTARY	143480
EDDEN	TYTIANA	JAMES S HUNT ELEMENTARY	144794
EL KHOURI FAIETA	MICHEL	TEQUESTA TRACE MIDDLE	144612
EMMANUEL	MYRLANDE	MORROW ELEMENTARY	87472
ESTIVEN	BIANCA	HOLLYWOOD HILLS HIGH	145542
FARRAR	SAMEENA	MCNAB ELEMENTARY	141838
FREEMAN	STORMY	HERON HEIGHTS ELEMENTARY	137407
GELIN	SOPHIA	VILLAGE ELEMENTARY	53692
GIERBOLINI RIVERA	IVONNE	PARK TRAILS ELEMENTARY	91574
GONZALES	ELIZABETH	MARKHAM, ROBERT C ELEMENTARY	131525

GONZALES	JESENIA	ORIOLE ELEMENTARY	135805
GRAHAM-KELLY	DESIRRAY	BAIR MIDDLE	30292
GREENE	KIMBERLY	PLANTATION ELEMENTARY	91436
GREGORY	JOYANN	SUNRISE MIDDLE	137139
GUTIERREZ GOMEZ	CAROLAYM M	SANDPIPER ELEMENTARY	114638
HAASE	PRISCILLA	DEERFIELD BEACH ELEMENTARY	139539
HARPER	SHARRETHA	GULFSTREAM ACADEMY OF HALLANDALE BEACH	143542
HASSAN	BAN	SUNSHINE ELEMENTARY	80338
HELWI	ROULA	BANYAN ELEMENTARY	107429
HERNANDEZ	LILIANA	HAWKES BLUFF ELEMENTARY	43488
HOMAN	JONATHAN	WILLIAM DANDY MIDDLE	141995
HONG	SONIA	STIRLING ELEMENTARY	136451
JANUSH	BRIAN	LYONS CREEK MIDDLE	118886
JEFF	DENISE	TEDDER ELEMENTARY	122152
JEFFREY	KATHERINE	WESTCHESTER ELEMENTARY	93128
JONES	GABRIELLE	ORIOLE ELEMENTARY	92349
KIESEL	SARINA	PANTHER RUN ELEMENTARY	141049
KING	SHANNON	DANIA ELEMENTARY	130327
KNEELY	GEORGIA	CASTLE HILL ELEMENTARY	79339
LAMBOY	ANNETTE	JAMES S HUNT ELEMENTARY	134677
LESTER	BRENDA	ORIOLE ELEMENTARY	39718
LEVERETT	LINDA	JAMES S HUNT ELEMENTARY	76492
LEVITT	DYLAN	MAPLEWOOD ELEMENTARY	145533
LIVINGSTON	SHASHANA	WILLIAM DANDY MIDDLE	143876
LOLO	PATRICIA	NEW RENAISSANCE MIDDLE	97257
LOPEZ	NELLY	GULFSTREAM ACADEMY OF HALLANDALE BEACH	80223
LOUIS	CHERLUNE	MIRAMAR ELEMENTARY	126102
LYN	SASHA	GRIFFIN ELEMENTARY	68580
LYONS	KEELEY	CYPRESS ELEMENTARY	135660

MALKA	DAVID	APOLLO MIDDLE	110674
MARTINEZ	JENNIFER	SILVER RIDGE ELEMENTARY	41879
MCCASKILL	MECHELLE	PARK LAKES ELEMENTARY	143634
MCGOWAN	PRINCESS	LARKDALE ELEMENTARY	149423
MCINTOSH	EDWARD	DEERFIELD PARK ELEMENTARY	137773
MOLKO	YAEL	DOLPHIN BAY ELEMENTARY	88859
NAGY	SAMANTHA	MIRROR LAKE ELEMENTARY	143465
NOORBAKHSH	TABASOM	COLBERT ELEMENTARY	128216
PADILLA	DAYANA	HERON HEIGHTS ELEMENTARY	150376
PEAL	JENNIFER	VIRGINIA SHUMAN YOUNG ELEMENTARY	144888
PETERS	ALECIA	MORROW ELEMENTARY	142376
PHILIPPE	MARTINE	PARK LAKES ELEMENTARY	137162
PIETRASZEK-KULAWIK	MAGDALENA	DANIA ELEMENTARY	87672
PRIME DONEJOUR	ALEXANDRA	CASTLE HILL ELEMENTARY	141799
RAMJEWAN	REVEL	LAUDERHILL PAUL TURNER ELEMENTARY	150364
RAY	TANGELA	OAKRIDGE ELEMENTARY	133204
RISLEY	SARAH	NORCREST ELEMENTARY	134903
ROBERT	JOSEPH	HORIZON ELEMENTARY	120492
ROBERTS	SHAUNTAE	DILLARD ELEMENTARY	141785
ROPER	SHANTIKA	PEMBROKE PINES ELEMENTARY	132549
ROSEMOND	NATASHA	BANYAN ELEMENTARY	117135
SAMAYOA	CARMEN	NORTH FORK ELEMENTARY	131768
SANCHEZ	TABITHA	CHALLENGER ELEMENTARY	150888
SANTOS	TATIANA	SEA CASTLE ELEMENTARY	131853
SATCHWELL	NOELIA	COCONUT CREEK ELEMENTARY	86170
SCHLOSS	LISA	DRIFTWOOD MIDDLE	114772
SEEGER	GERALD	HOLLYWOOD HILLS HIGH	143468
SHORTRIDGE	CHRISTINA	PLANTATION ELEMENTARY	137233
SUAREZ	ALEXIS	SEMINOLE MIDDLE	143868

TABORDA PORFIDIO	JOLMAR	HOLLYWOOD HILLS ELEMENTARY	135611
USMAN	RABIYA	COCONUT PALM ELEMENTARY	108240
WHEATLEY	MISTY	COUNTRY ISLES ELEMENTARY	133363
WHEELER	ALEXANDREA	LARKDALE ELEMENTARY	126985
WHITE	ALEXANDER	WEST BROWARD HIGH	112441
WILKIE	JULIA	VILLAGE ELEMENTARY	117709
WILLIAMS	ARREAUNNA	BETHUNE, MARY M. ELEMENTARY	135072
WILLIAMS	KELSEY	ENDEAVOUR PRIMARY LEARNING CENTER	127440
WILSON	KELLY	WHISPERING PINES	129604
WONG	JALISSA	SHERIDAN PARK ELEMENTARY	134678
WORRELL	MYLES	PARKSIDE ELEMENTARY	133254
WRIGHT	STEPHANIE	SUNLAND PARK ACADEMY	138605

GIFTED GIFTED

The teachers listed below have been identified as out-of-field for Gifted. They are providing services to students who are gifted and are all certified in the appropriate content area. They will enroll in and complete coursework required to add the Gifted Endorsement per the Florida Course Code Directory; or may opt to complete the district's Infield Designation specific for Gifted.

ADDERLEY	RENEA	PALMVIEW ELEMENTARY	8687
AGARWAL	NAVINA	GLADES MIDDLE	36184
ALMERIA	PIA	BAIR MIDDLE	137999
ARCENTALES	ALEX	NEW RIVER MIDDLE	116623
ATLURI	SUJANI	BAIR MIDDLE	125706
BARNETT	RENEE	LAUDERHILL 6-12	89107
BEN EZRA	RHONDA	NEW RIVER MIDDLE	61767
BENNETT	TIFFANY	PLANTATION ELEMENTARY	98357
BIAG	SHERYL LOU	ANNABEL C PERRY PK-8	139391
BLUE	ARNOLD	CRYSTAL LAKE MIDDLE	30031
BOSWELL	CLAUDIA	MARGATE MIDDLE	99712
BYRD	KIMICIA	DEERFIELD PARK ELEMENTARY	111041
CALABRESE	CHRISTA	HOLLYWOOD HILLS ELEMENTARY	75500
CAMPBELL	WINSTON	MARGATE MIDDLE	57324
CARRASCO	GENESIS	APOLLO MIDDLE	128077
CARTER-PICKETT	ROBERTA	MARGATE MIDDLE	35353
COHEN	CLAUDINE	BAIR MIDDLE	127007
CONTRERAS	MARIEL	LAUDERDALE LAKES MIDDLE	138053
COVERSON-RIDORE	BRANDI	MARGATE MIDDLE	115712
CROSS	ROBERT	BAIR MIDDLE	62139
DESRAVINES	RONDY	DILLARD ELEMENTARY	108327
DIAZ	PRISCILLA	CORAL PARK ELEMENTARY	128177
DOMINGUEZ	ADAIR	LAUDERDALE LAKES MIDDLE	128459
DOWNER	SHAKIR	BAIR MIDDLE	125120
EADE	MICHELE	DEERFIELD BEACH HIGH	54444
ELLIS	WINSOME	PLANTATION ELEMENTARY	110429
ERNST	DYLAN	MARGATE MIDDLE	132337

FAISON	PARKE	MARGATE MIDDLE	139430
FREELOVE	MARILYN	APOLLO MIDDLE	5325
GAMBOA	ANTONETTE	SUNRISE MIDDLE	133007
GIBSON	NANNETTE	WINSTON PARK ELEMENTARY	64200
GODBOLT SR	JERRY LEE	LAUDERDALE LAKES MIDDLE	82324
GRAVES	STEPHANIE	BANYAN ELEMENTARY	132911
GREEN	KEANNA	NEW RIVER MIDDLE	133133
GROSVENOR	SEAN	MARGATE MIDDLE	93947
HAGOOD-ELLIOTT	KIMBERLY	BANYAN ELEMENTARY	11207
HALE-HANIFF	ELIZABETH	LAUDERDALE LAKES MIDDLE	100257
HOWELL	SHANTEISHA	COLBERT ELEMENTARY	118513
JADALLAH	AMANI	WESTCHESTER ELEMENTARY	107874
JEAN-LOUIS	YURIAH	DILLARD ELEMENTARY	131989
JEROME	WESLANDE	MARGATE MIDDLE	67505
JONES	DERIKA	MARGATE MIDDLE	125734
JOSEFFER	KRISTI	APOLLO MIDDLE	34334
MARK	LISA	STRANAHAN HIGH	99453
MELLION	MAXINE	PLANTATION MIDDLE	113814
MICHEL	FERNIQUE	PLANTATION MIDDLE	132336
MILTON	SAMANTHA	PLANTATION ELEMENTARY	58984
MORENO	TANYA	CORAL PARK ELEMENTARY	77263
MORICEAU	SAMANTHA	MORROW ELEMENTARY	123914
MORRIS	CLAUDINE	APOLLO MIDDLE	86447
MOSQUERA	EMILY	SAWGRASS SPRINGS MIDDLE	126649
NARA	JENIFER	BAIR MIDDLE	139278
PERRIN	DARNISE	PINES MIDDLE	111977
PHAM	PASCALE	BAIR MIDDLE	116305
PIERRE	EMMANUELA	APOLLO MIDDLE	136074
PUNTUMKHUL	RYAN	MORROW ELEMENTARY	80844
RADTKE	MICHAEL	PLANTATION MIDDLE	125504
RICHARDSON	CRYSTAL	BAIR MIDDLE	128612

RIDGLEY	DEBORAH	COCONUT CREEK ELEMENTARY	4630
RIEGER	BARI	MARGATE MIDDLE	90763
RODRIGUEZ	GABRIELLE	BAIR MIDDLE	139444
SALOMON	CARLTON	MARGATE MIDDLE	94458
SANTOS	JESSICA	GLADES MIDDLE	75681
SEWELL CAMPBELL	KAYDE	WATKINS ELEMENTARY	109032
SHEFFIELD	KIM	MARGATE MIDDLE	25495
SINGHA	ANURADHA	COUNTRY HILLS ELEMENTARY	133142
SUAREZ	ALINA	BOULEVARD HEIGHTS ELEMENTARY	67748
TAYLOR	SENNIO	MORROW ELEMENTARY	106542
TILLETT	MICHELLE	MARGATE MIDDLE	75997
TOPPIN	STACEY	LAUDERDALE LAKES MIDDLE	56444
VEINER	EVAN	BAIR MIDDLE	122528
WALDON	MELISSA	BAIR MIDDLE	115627
WAVDE	SHANNON	PARKWAY MIDDLE	29765
WELSER	LAURA	EAGLE RIDGE ELEMENTARY	97179
WEST	SHEDENE	MARGATE MIDDLE	135915
WILLIAMS	TERRANCE	ANNABEL C PERRY PK-8	138794

Status: SPECIAL ORDER

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	B. Board Members
DEPARTMENT:	Board Member - District 3

Agenda Item Number:	B-1.
Consent or Open Item:	Consent
Special Order:	YES
Time for Special Order:	11:30 A.M.

TITLE:

District Partnership with Every Child A Swimmer
SPECIAL ORDER - 11:30 A.M.

REQUESTED ACTION:

Direct the Superintendent of Schools to work with Every Child A Swimmer on a partnership to disseminate information throughout Broward County Public Schools utilizing multiple communication channels. (Leonardi)

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

Executive Summary

FINANCIAL IMPACT:

There is no Financial Impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Wellness Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Valerie S. Wanza	Phone:	754-321-2650
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Valerie Wanza, Deputy Superintendent, Chief of Staff

Signature

Dr. Valerie Wanza, Deputy Superintendent, Chief of Staff

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23

PBL/VSW

For more information, please contact:

Name: Dr. Valerie Wanza
Title: Deputy Superintendent, Chief of Staff
Phone: 754-321-2650

EXECUTIVE SUMMARY

District Partnership with Every Child A Swimmer

Requested Action

Direct the Superintendent of Schools to work with Every Child A Swimmer on a partnership to disseminate information through Broward County Public Schools (BCPS) utilizing multiple communication channels.

Impact if the Board Voted Yes or No

If the Board votes "Yes": BCPS students and families will be provided access to Every Child A Swimmer's educational resources around swim safety, including scholarship opportunities for swim lessons for families that qualify.

If the Board votes "No": BCPS students and families will not be provided access to Every Child A Swimmer's educational resources around swim safety, including scholarship opportunities for swim lessons for families that qualify.

Background/History

District 3 School Board Member Sarah Leonardi met with Casey McGovern, founder of Every Child A Swimmer, to learn about the nonprofit organization's goals and to discuss opportunities to partner with BCPS. Every year 80 children are lost to a preventable drowning. While BCPS already has a partnership with Swim Central it is always good to provide multiple opportunities for engagement and education around swim safety. Every Child A Swimmer partners with the International Swimming Hall of Fame to provide parent/caregiver and Swim School resources, including opportunities for low to no cost scholarships for qualified children. This item directs the Superintendent of Schools and senior staff to formally engage with Every Child A Swimmer on next steps and develop a mutual plan for disseminating information throughout BCPS utilizing multiple channels of communication.

Alignment to 2027 Goals and Guardrails

Guardrail #5 - Wellness Support

Measurable Outcome(s)/Return on Investment

Through this partnership, swim safety awareness will increase by 40%.

Financial Impact

There is no Financial Impact to the District.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	BB. Board Members
DEPARTMENT:	Board Member - District 2

Agenda Item Number:	B-2.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE: **District Plan to Uplift Pandemic and Post-Pandemic Learning Loss**

REQUESTED ACTION: **Direct the Superintendent to present a plan at the February 2024 Regular School Board Meeting on BCPS Plan to Uplift Pandemic and Post-Pandemic Learning Loss of nearly 125,000 students that are not proficient in one subject or performing below grade level. (Alston)**

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

EXHIBITS:

Executive Summary - 5394

FINANCIAL IMPACT:

Financial impact to the District is unknown at this time. The intent is to utilize existing budget and resources, if feasible.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

School Support **OR** • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Valerie Wanza	Phone:	754-321-2650
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Valerie Wanza, Deputy Superintendent, Chief of Staff

Signature

Dr. Valerie Wanza, Deputy Superintendent, Chief of Staff Dec.

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23

PBL/VSW

For more information, please contact:

Name: Dr. Valerie Wanza
Deputy Superintendent, Chief of Staff

Phone: 754-321-2650

EXECUTIVE SUMMARY

District Plan to Uplift Pandemic and Post-Pandemic Learning Loss

Recommendation

Direct the Superintendent to present a plan at the February 21, 2024, Regular Board Meeting on Broward County Public Schools Plan to Uplift Pandemic and Post-Pandemic Learning Loss of nearly 125,000 students who are not proficient in one subject and/or performing below grade level.

Background/History

District 2 School Board Member Alston has asked repeated questions, but is not aware of a district plan to uplift nearly 125,000 students who are not proficient in one subject and/or are performing below grade level.

Florida Statute 1001.41 outlines the general powers of a district school board. The general powers include:

(3) Prescribe and adopt standards and policies to provide each student the opportunity to receive a complete education program, including language arts, mathematics, science, social studies, health, physical education, foreign languages, and the arts, as defined by the state academic standards. The standards and policies must emphasize integration and reinforcement of reading, writing, and mathematics skills across all subjects, including career awareness, career exploration, and career and technical education.

Florida Statute 1001.42 outlines the powers and duties of the district school board. They include:

(a) *School improvement plans.*—The district school board shall annually approve and require implementation of a new, amended, or continuation school improvement plan for each school in the district which has a school grade of "D" or "F"; has a significant gap in achievement on statewide, standardized assessments administered pursuant to s. 1008.22 by one or more student subgroups, as defined in the federal Elementary and Secondary Education Act (ESEA), 20 U.S.C. s. 6311(b)(2)(C)(v)(II); has not significantly increased the percentage of students passing statewide, standardized assessments; has not significantly increased the percentage of students demonstrating Learning Gains, as defined in s. 1008.34 and as calculated under s. 1008.34(3)(b), who passed statewide, standardized assessments; has been identified as requiring instructional supports under the Reading Achievement Initiative for Scholastic Excellence program established in s. 1008.365; or has significantly lower graduation rates for a subgroup when compared to the state's graduation rate. The improvement plan of a school that meets the requirements of this

paragraph shall include strategies for improving these results. The state board shall adopt rules establishing thresholds and for determining compliance with this paragraph.

At the November 28, 2023, School Board Workshop, district staff shared the proposed 2024-2025 school calendar options. The discussion lacked data on academics and the current state of learning gains/loss of our children. Upon questioning, district staff confirmed nearly 125,000 students are not proficient in one subject and/or are performing below grade level. Back in August 2022, similar questions were asked of district staff. Unfortunately, more than a year later, the academic data and learning loss has not improved.

At the December 12, 2023, District 2 School Board Member Alston was successful in initiating a motion that ultimately passed, to remove early release days for the 2024-2025 school year for additional instruction time. Now, we need a clear plan that will increase student achievement for all students.

District 2 School Board Member Alston is seeking a comprehensive plan to significantly improve learning gains that will ultimately lead to a "A" school district and 100% proficiency for all students.

Alignment to 2027 Goals and Guardrails

Goals 1-4 focus on academics, student achievements and overall teaching and learning gains.

Measurable Outcomes/Return on Investment/Item Justification

Learning gains that will ultimately lead to an "A" school district and 100% proficiency for all students.

Financial Impact

The financial impact to the District is unknown at this time. The intent is to utilize existing budget and resources, if feasible.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	B. Board Members
DEPARTMENT:	Board Member - District 1

Agenda Item Number:	B-3.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE: **Direction to Initiate Rulemaking for Policy 5039, School Unified Dress**

REQUESTED ACTION: **Direct the Superintendent of Schools to initiate rulemaking for revisions to Policy 5309, School Unified Dress. (Foganholi)**

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Policy 5309
- Policy 5309A

FINANCIAL IMPACT:

There is no financial impact to the District for this item.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Valerie Wanza, Deputy…	Phone:	754-321-2650
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Valerie Wanza, Deputy Superintendent, Chief of Staff

Signature

Dr. Valerie Wanza, Deputy Superintendent, Chief of Staff Jan.

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23

PBL/VSW

For more information, please contact:

Name: Dr. Valerie S. Wanza
Title: Deputy Superintendent, Chief of Staff
Phone: 754-321-2650

EXECUTIVE SUMMARY

Direction to Initiate Rulemaking for Policy 5309, School Unified Dress

Board Meeting Date: January 23, 2024, Regular School Board Meeting

Requested Action

Direct the Superintendent of Schools to initiate rulemaking for revisions to Policy 5309, School Unified Dress. (Foganholi)

Impact if the Board Voted Yes or No

If the Board votes "Yes": The Superintendent of Schools will commence the rulemaking process and present the recommended revisions to the School Board for adoption at a subsequent Board meeting for implementation for the 2024-2025 school year.

If the Board votes "No": The current policy language will remain in effect until it goes through a future rulemaking process for revisions.

Background/History

Policy 5309, School Unified Dress, was last revised in 2008. Current policy language affords each school with the opportunity to determine whether participation in a school-wide unified dress program would best serve the interest of their school community. Volumes of research cite the benefits of school uniforms or unified dress policies. Specifically, they promote school safety, improve student discipline, address psychological equality, reduce bullying, remove peer pressure, improve concentration, and focus, and lessen distractions in the learning environment. These findings support a need to implement rulemaking for this policy and adopt language that requires every school to participate in a mandatory school-wide unified dress program.

Alignment to 2027 Goals and Guardrails

Guardrail 1 (Safety) and Guardrail 4 (Wellness Support)

Measurable Outcome(s)/Return on Investment

One hundred percent (100%) of schools in the District will implement a mandatory school-wide unified dress program for the 2024-2025 school year. Student on student bullying complaints will decrease by 25% in the first year of implementation.

Financial Impact

There is no financial impact to the District for this item.

SCHOOL UNIFIED DRESS

IN THE BROWARD COUNTY PUBLIC SCHOOL SYSTEM, ALL STUDENTS ARE EXPECTED TO DRESS IN A WAY THAT WILL SHOW RESPECT FOR THEMSELVES AS WELL AS OTHERS. THEREFORE, DRESS, MANNERS, GENERAL GROOMING AND CONDUCT OF STUDENTS SHALL BE CONSISTENT WITH THE HIGHEST POSSIBLE STANDARDS. THIS POLICY AUTHORIZES INDIVIDUAL SCHOOLS AND CENTERS TO DETERMINE WHETHER PARTICIPATION IN A SCHOOL-WIDE UNIFIED DRESS PROGRAM WOULD BEST SERVE THE INTERESTS OF THEIR PARTICULAR STUDENTS. THE RULES IN THIS POLICY ARE CONSISTENT WITH THE DISTRICT'S ELEMENTARY AND SECONDARY CODE OF STUDENT CONDUCT, DRESS CODE.

AUTHORITY: F.S. 1001.41
Policy Adopted:8/28/69
Policy Readopted: 9/5/74
Rules Readopted: 7/17/01; 6/17/97; 12/13/05; 3/4/08
Policy Adopted: 6/17/97; 7/17/01; 12/13/05; 3/4/08

DEFINITIONS:
Exception: An allowed exclusion on a day-by-day basis.
Exemption: A complete release granted by the participating school from wearing the mandatory unified dress.
Unified Dress: A pre-determined color and/or style of clothing for both tops and bottoms that will be worn by all students at the designated school. The determination of the unified dress will be collaboratively decided upon by staff and families through a School Advisory Council recommendation.

RULES

1. ALL SCHOOLS SHALL BE ELIGIBLE TO PARTICIPATE IN A SCHOOL-WIDE MANDATORY UNIFIED DRESS PROGRAM, IF THE FOLLOWING CONDITIONS ARE MET:

    a. At least a 66 2/3 percent vote from the parents/guardians of students enrolled in the school show that they are in favor of participating in a school-wide mandatory program. "Parents/guardians" mean each household will be allowed one vote.

    b. If a school is no longer interested in participating in a school-wide mandatory unified dress program, a school-wide vote must be conducted and at least a 66 2/3 percent vote from the parents/guardians of students enrolled in the school must agree that they are in favor of no longer participating in the wearing of unified dress. "Parents/guardians" mean each household will be allowed one vote.

    c. A new vote of parents shall occur no sooner than every three years to determine whether to adopt or discontinue a unified dress program.

    d. The Principal and School Advisory Council (SAC) are responsible for planning and implementing guidelines and procedures for participating in the mandatory unified dress program, including: (1) specifying and publicizing the date(s), time(s) and location(s) for the vote; and, (2) insuring that unified dress designs are suitable for a public school environment. Schools shall offer an array of sources for unified dress and shall not limit the parent's options to just one source.

    e. Unified dress selected by the school must comply with applicable provisions of the Code of Student Conduct.

    f. The school must make provisions for those students who, by reason of financial hardship, cannot comply with the mandatory unified dress policy and must notify parents of these provisions during planning and implementation.

    g. Exceptions to wearing the mandatory unified dress are permitted when:

        (1) Uniforms of a nationally recognized youth organization, such as the Boy Scouts or Girl Scouts, are worn on scheduled meeting days.

(2) A student wears a costume or special clothing necessary for a school activity/play or other school-sponsored program, as permitted by the principal.

(3) A student's parent/guardian has secured an exemption from the mandatory unified dress policy by following the procedures set forth in Rule 3 below.

2. Parents/Guardians shall be made aware of a school's participation in a mandatory unified dress program and their options on an annual basis. Further, all registration packets for new students shall include information pertaining to the mandatory unified dress program.

3. Parents/guardians may request exemptions for their students from participation in the mandatory unified dress program, and shall be informed by the principal, in writing, of the following procedure in this regard:

   a. Parents/guardians may request an application for exemption from the current school (Appendix A).

   b. An application for exemption must be made annually.

   c. The application for exemption must be completed in full and must be submitted to the school principal within the first ten (10) school days of a student's initial attendance.

   d. The school principal (or a designated school administrator) shall communicate with the parents to discuss the unified dress policy and the nature of the request for the exemption. The purpose of this communication shall include:

      (1) Ensuring that the parents/guardians understand the unified dress policy and its intent.

      (2) Verifying the accuracy of the information on the application for an exemption.

   e. The principal's response in this regard shall be transmitted to the parents/guardians in writing via the Application For Exemption form within ten (10) school days of submission.

4. All rights accorded to parents/guardians in this regard are transferred to students at the age of 18 (School Board Policy 5100).

5. Each school instituting a mandatory unified dress policy, with the support and participation of its SAC, shall encourage compliance with the unified dress policy.

6. The mandatory unified dress program shall be subject to review/evaluation by the school district to determine its impact at three-year intervals beginning with the 2007-08 school year.

7. Violations of the unified dress policy shall be subject to the same consequences as violations of the dress code policy. It should not be a violation of the unified dress policy if a student wears a button, armband, or other accoutrement to exercise the right to freedom of speech as guaranteed by the First Amendment and applicable School Board policies. Any buttons, armbands, or other accoutrements must comply with the standards set forth in the Student Code of Conduct. (Clothing, jewelry buttons haircuts, or other items or markings which are suggestive, revealing, or indecent, associated with gangs or cults, encourage the use of drugs, alcohol, or violence, or support discrimination on the basis of age, color, disability, ethnicity, gender, linguistic differences, marital status, national origin, race religion, socioeconomic background, sexual orientation, physical appearance, or for any other reason are not allowed.)

8. The Board authorizes the Superintendent to develop administrative guidelines and procedures to implement this policy.

9. The School Board, as aligned with Policy 1403, will not grant a release from any part of this policy.

Appendix A

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
MANDATORY SCHOOL UNIFIED DRESS PROGRAM

_____
(School Name)

APPLICATION FOR UNIFIED DRESS EXEMPTION

Parents/guardians requesting an exemption from participating in a school-wide unified dress program must complete this application form, in full, and return it to the principal of the school. * The principal's response will be transmitted to you on this same form within ten school days.

☐ I REQUEST AN EXEMPTION FROM PARTCIPATING IN THE SCHOOL UNIFIED DRESS PROGRAM.

Signature of Parent/Guardian _____ Date_____

Print Name of Parent/Guardian _____

Household Street Address _____

_____

Student(s) Name(s) - Please Print:

_____ Grade _____

_____ Grade _____

_____ Grade _____

* The school must make provisions for those students who, by reason of financial hardship, cannot comply with the mandatory unified dress program.

----------PRINCIPAL'S RESPONSE----------
Comments:

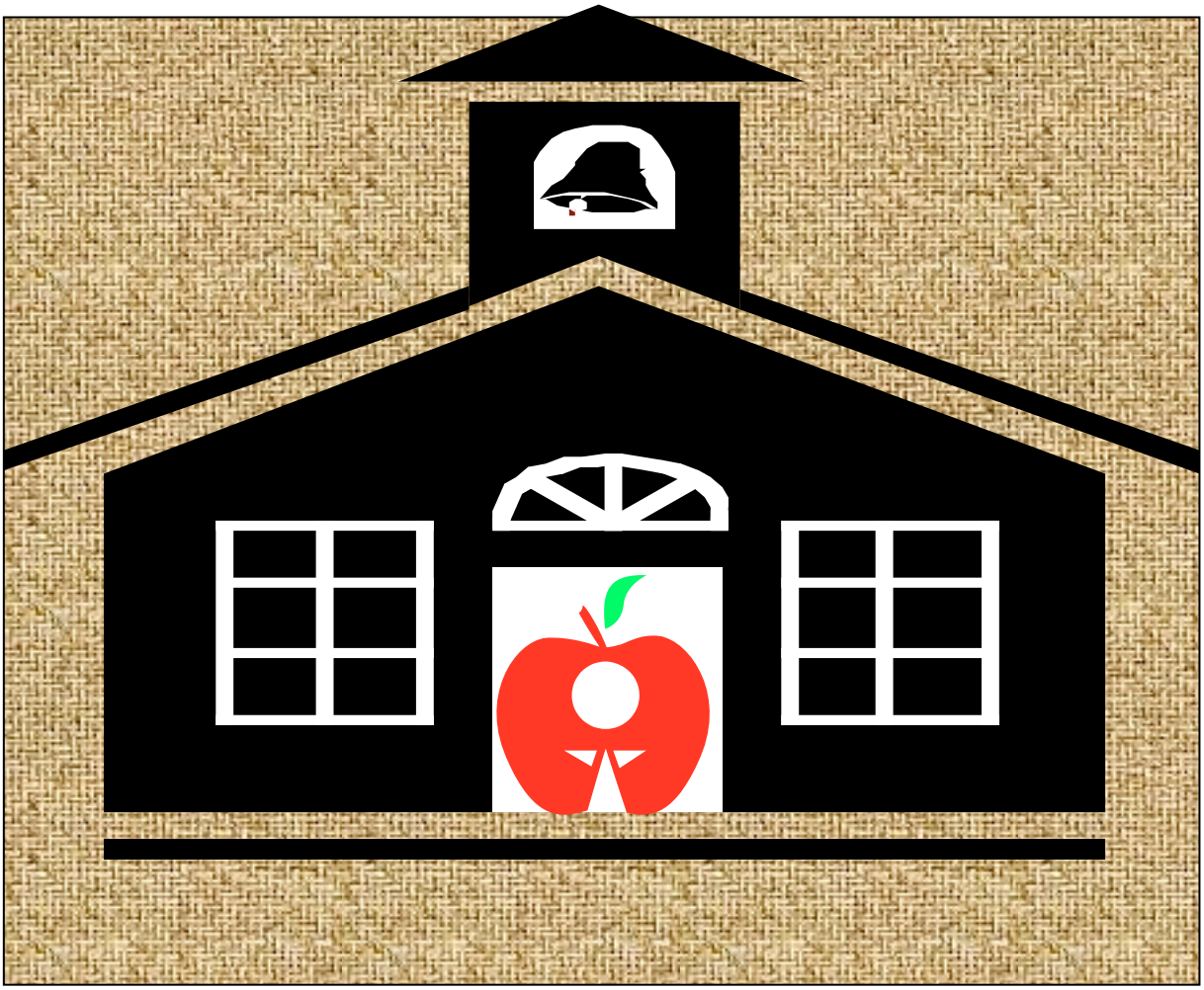
Principal _____
(Please print name.)

☐ Approved ☐ Denied _____ _____
(Principal's Signature) (Date)

5309

Guidelines for School Unified Dress

REVISED



The School Board of Broward County, Florida

Broward County Public Schools

The School Board of Broward County, Florida

Benjamin J. Williams, *Chair*

Ann Murray, *Vice Chair*

Robin Bartleman

Jennifer L. Gottlieb

Patricia Good

Maureen S. Dinnen

David Thomas, NBCT

Laurie Rich Levinson

Nora Rupert

James F. Notter
Superintendent of Schools

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion, or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Director of Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

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

GUIDELINES FOR SCHOOL UNIFIED DRESS

CONTENTS

Guidelines and Procedures……...…..… 1

Voting Forms for All Schools…….……..…… 7

Application for Unified Dress Exemption……. 9

School Board Policy 5309 and Exemption Form……Appendix

Revised for Policy 5309 – *Unified Dress,* as adopted on March 4, 2008.

Guidelines for School Unified Dress

I. INTRODUCTION

This guide is designed to assist in the implementation of School Board Policy 5309-*SCHOOL UNIFIED DRESS.* It contains information that will encourage and aid parents, students, teachers, and school leaders in determining whether to adopt a School Unified Dress program. It is important for schools to communicate with the parents and students to assure that they understand the policy and its rules.

The rules in the policy are consistent with The School Board of Broward County's Code of Student Conduct. Therefore, Unified Dress selected by a school must comply with applicable provisions of the Code of Student Conduct.

II. ELIGIBILITY

Elementary schools, middle schools, high schools and centers are eligible to participate in a school-wide mandatory School Unified Dress program, by following the rules as set forth in the School Unified Dress Policy. At least 66 2/3 percent of the parents who have students enrolled in the school must cast a vote in favor of participating in a school-wide mandatory Unified Dress program. Parents/guardians mean each household will be allowed one vote.

Schools interested in participating in a school-wide Unified Dress program must conduct a vote of the parents of each household of the students enrolled in the school to determine whether there is a desire to participate. The attached voting form must be used and must be sent home in the language which is spoken in the home.

Every school that conducts a school-wide Unified Dress vote must keep a written record of the conducted school-wide vote in the School Advisory Council minutes. The attached school-wide voting record form must be completed and signed by both the principal and the School Advisory Council chairperson at the conclusion of the school-wide vote and kept as a record within the school SAC documented records.

The same process is used to discontinue an existing Unified Dress program. A 66 2/3 percent vote of parents/guardians is required to discontinue an existing Unified Dress program at a school.

III. RESPONSIBILITIES OF PRINCIPAL AND SCHOOL ADVISORY COUNCIL (SAC)

The principal and School Advisory Council (SAC) are responsible for planning and implementing guidelines and procedures for participating in the mandatory Unified Dress program, including: (a) specifying and publicizing the date(s), time(s) and location(s) for the vote; and (b) insuring that Unified Dress designs, quality and style are suitable for a public school environment.

Each school shall provide parents with written notification concerning scheduled informational meetings. These meetings should include the following: explanation of School Unified Dress Policy, eligibility and voting procedures, school responsibilities, provisions for financial hardship, exemptions to wearing of Unified Dress, students' responsibilities, rights of students 18 years and older, and other pertinent information.

The means by which this written information is communicated may include, but not be limited to, direct mail and newsletters. Posters, telephone notifications/hot lines, parent meetings, television, radio, newspapers and other media sources may be used as reinforcements.

IV. RIGHTS AND RESPONSIBILITIES

Violations of the Unified Dress policy shall be subject to the same consequences as violations of the dress code policy. It should not be a violation of the Unified Dress policy if a student wears a button, armband, or other accoutrement to exercise the right to freedom of speech as guaranteed by the First Amendment and applicable School Board policies. Any buttons, armbands, or other accoutrements must comply with the standards set forth in the Student Code of Conduct. (Clothing, jewelry, buttons, haircuts, or other items or markings which are, suggestive, revealing, or indecent, associated with gangs or cults, encourage the use of drugs, alcohol, or violence, or support discrimination on the basis of age, color, disability, ethnicity, gender, linguistic differences, marital status, national origin, race religion, socioeconomic background, sexual orientation, physical appearance, or for any other reason are not allowed.)

V. EXEMPTIONS TO WEARING OF SCHOOL ADOPTED UNIFIED DRESS.

Parents/guardians shall be made aware of a school's participation in the mandatory Unified Dress program, and their options for exemption on an annual basis. Further, all registration packets for new students shall include information pertaining to the mandatory Unified Dress program.

A student's parents/guardians must submit a completed application for exemption (Appendix A) from the mandatory Unified Dress policy within the first ten (10) days of the student's initial attendance by following the procedures set forth in Rule 3 of School Board Policy 5309. An application for exemption must be made available to all students and completed annually.

The school principal (or a designated administrator) shall communicate with the parents to discuss the Unified Dress policy and the request for exemption. The purpose of the communication shall include ensuring that the parents/guardians understand the Unified Dress policy and its intent and verifying the accuracy of the information on the application for exemption. The principal's decision in this regard shall be transmitted to the parents/guardians in writing within ten school days of the receipt of the request for exemption. The only circumstance by which a principal can deny a unified dress exemption is when a parent fails to submit a completed application for exemption within the first ten (10) days of the student's initial attendance (Rule 3, SB Policy 5309).

Any school adopting a new Unified Dress program beginning with the 2007-08 school year shall not limit exemptions to that of sincerely held religious beliefs. Schools that already have a Unified Dress program allowing for exemptions for sincerely held religious beliefs will continue to follow their school's specific waiver language until the waiver sunsets if there are less than three years remaining in the waiver or if the waiver years extend beyond three years, for not more than three years after the revised Policy 5309 was approved by The School Board of Broward County on March 4, 2008. However, should the school initiate a new school-wide vote to continue and/or initiate a Unified Dress program, previous waivers or any attempts to initiate a new waiver will be null and void.

VI. PROVISIONS FOR FINANCIAL HARDSHIP

Schools must make provisions for the students who, by reason of financial hardship, cannot comply with the mandatory Unified Dress policy and must notify parents of these provisions during planning and implementation.

VII. PERIODIC REVIEW/EVALUATION AND LEGAL RAMIFICATIONS

To determine its impact, the mandatory Unified Dress program shall be subject to periodic review/evaluation by the School District's Research Services Department. Such review/evaluation will occur every three years commencing with the 2007-08 school year. All schools participating in a Unified Dress program will participate in the District's review/evaluation process.

The review/evaluation will include recommendations that will be submitted to the Superintendent of Schools for review and transmitted to the School Board.

VIII. PURCHASING PROCEDURES

The following procedures must be used by schools in purchasing schoolwide Unified Dress:

- School Board Policy 2081, *CONTRACTS BY INDIVIDUAL SCHOOLS,* addresses items that are purchased for the exclusive benefit of students, which are paid either directly or indirectly to vendors by students through an RFP process.
- Each school participating in the RFP will be required to submit the specifications for their school's Unified Dress to be included in the RFP following the same procedures used in RFPs for school pictures, yearbooks, etc.
- The purchase of school Unified Dress will be a not-for-profit type of purchase.
- Although one vendor will be awarded this contract, all parents/guardians must also be offered an array of sources (such as various department stores) for the purchase of Unified Dress and schools will not limit the parent's/guardian's options to just the contract awardee.
- All artwork, designs, emblems and any other additions to the selected apparel for use in connection with any School Board of Broward County Unified Dress cannot be mandatory and if suggested shall be the property of and owned by the specific school for which it was designed. Such items shall be made available to the appropriate school upon completion and/or delivery of Unified Dress unless otherwise authorized by the affected school. Schools shall be allowed immediate access to any logos designed for their location in order to sell the school logo to any parent/guardian requesting the purchase of the school logo only.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MANDATORY SCHOOL UNIFIED DRESS PROGRAM
VOTING FORM

Broward County School Board Policy 5309 states that elementary schools, middle schools, high schools and centers shall be eligible to participate in a schoolwide mandatory Unified Dress program if at least a 66 2/3 percent vote from the parents/guardians of students enrolled in the school show that they are in favor of participating in a school-wide mandatory program. Parents/guardians mean each household will be allowed one vote.

If a mandatory Unified Dress program is implemented, students will be required to wear Unified Dress, unless a specific exemption is approved by the principal.

Parents/guardians shall be responsible for ensuring that this voting form is received by the school on or before

_____.
(Fill in Date)

Return to: _____
(School's Name and Address)

It is very important that you vote on this issue. Please return this form to your school.

I AM IN FAVOR OF A MANDATORY UNIFIED DRESS PROGRAM AT OUR SCHOOL.

(PLEASE CHECK ONE)

_____ YES _____ NO

Signature of Parent/Guardian _____
(Date)

Print Name of Parent/Guardian _____

Household Street Address _____

_____

Student(s) Name(s)

_____Grade_____

_____Grade_____

_____Grade_____

_____Grade_____

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
MANDATORY SCHOOL UNIFIED DRESS PROGRAM
SCHOOL-WIDE VOTING RECORD FORM

Broward County School Board Policy 5309 states that elementary schools, middle schools, high schools and centers shall be eligible to participate in a school-wide mandatory Unified Dress program if at least 66 2/3 percent of the parents/guardians of students enrolled in the school vote that they are in favor of participating in a school-wide mandatory program. Parents/guardians mean each household will be allowed one vote.

If a mandatory Unified Dress vote is conducted, a documented record of such vote must be maintained at each school site. A school-wide vote for mandatory Unified Dress shall not occur any sooner than every three years. It is the responsibility of the current principal and the current School Advisory Council chairperson to record and sign this form for documentation that the vote occurred in accordance with School Board Policy 5309, *School Unified Dress,* and as a record of when the most recent vote for mandatory Unified Dress occurred. This form must be filed and saved as a record of when the last Unified Dress vote took place at the school site in the required School Advisory Council records.

A school-wide mandatory Unified Dress vote for_____ School took place on _____. *(Fill in date, include year)* The previous mandatory Unified Dress vote took place on _____. *(Fill in date, include year)*

PLEASE INDICATE AND SIGN THE OUTCOME OF YOUR SCHOOL-WIDE VOTE. SELECT ONE:

_____(School Name) _____ VOTED IN FAVOR OF A MANDATORY UNIFIED DRESS PROGRAM AT OUR SCHOOL._____%(PERCENT) OF PARENTS VOTED IN FAVOR OF ALL STUDENTS PARTICIPATING IN A UNIFIED DRESS PROGRAM.

_____(School Name)_____ WAS NOT IN FAVOR OF A MANDATORY UNIFIED DRESS PROGRAM AT OUR SCHOOL. _____%(PERCENT) OF PARENTS VOTED THAT THEY WERE NOT IN FAVOR OF ALL STUDENTS PARTICIPATING IN A UNIFIED DRESS PROGRAM.

Signature of Principal _____ Print Name _____
(Date)

Signature of SAC Chairperson _____ Print Name _____
(Date)

File form in the state required, school level School Advisory Council minutes. Actual votes do not need to be saved. This form serves as the final record of the vote outcome if confirmed and signed by both the principal and the School Advisory Council chairperson.

Appendix A

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MANDATORY SCHOOL UNIFIED DRESS PROGRAM

_____

(School Name)

APPLICATION FOR UNIFIED DRESS EXEMPTION

Parents/guardians requesting an exemption from participating in a school-wide unified dress program must complete this application form, in full, and return it to the principal of the school. *The principals response will be transmitted to you on this same form within ten school days.

☐ I REQUEST AN EXEMPTION FROM PARTICIPATING IN THE SCHOOL UNIFIED DRESS PROGRAM.

Signature of Parent/Guardian _____ Date _____

Print Name of Parent/Guardian _____

Household Street Address _____

_____

Student(s) Name(s) – Please Print:

_____ Grade

_____ Grade

_____ Grade

*The school must make provisions for those students who, by reason of financial hardship, cannot comply with the mandatory unified dress program. The only circumstance by which a principal can deny a unified dress exemption is when a parent fails to submit a completed application for exemption within the first ten (10) days of the student's initial attendance (Rule 3, SB Policy 5309)

----------PRINCIPAL'S RESPONSE----------
Comments:

Principal _____

(Please print name)

☐ Approved ☐ Denied _____ _____

(Principal's Signature) (Date)

Status: WITHDRAWN

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	B. Board Members
DEPARTMENT:	Board Member - District 2

Agenda Item Number:	B-4.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE: **Negotiations with Broward Health on Vacant Land for Educational Purpose WITHDRAWN**

REQUESTED ACTION: **Approve Motion to Direct the Superintendent of Schools to Begin Immediate Negotiations with Broward Health on Selling Vacant Land for Educational Purpose. (Alston)**

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

EXHIBITS:

- Executive Summary 5430
- Memo to Withdraw

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

School Support **OR** • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Valerie Wanza	Phone:	754-321-2650
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Valerie Wanza, Deputy Superintendent, Chief of Staff

Signature

Dr. Valerie Wanza, Deputy Superintendent, Chief of Staff Jan.

Electronic Signature

Form $4189 Revised 7/23

PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Valerie Wanza
Title: Deputy Superintendent, Chief of Staff
Phone: 754-321-2650

EXECUTIVE SUMMARY

Begin Immediate Negotiations with Broward Health on Vacant Land for Educational Purpose

Board Meeting Date: January 23, 2024

Requested Action

Approve Motion to Direct the Superintendent of Schools to Begin Immediate Negotiations with Broward Health on Selling Vacant Land for Educational Purpose

Impact if the Board Voted Yes or No

If the Board votes "Yes": Superintendent Licata will begin negotiations with Broward Health on selling vacant land for an educational purpose.

If the Board votes "No": Superintendent Licata will not begin negotiations with Broward Health on selling vacant land for an educational purpose.

Background/History

District 2 School Board Member Alston has introduced an item for Superintendent of Schools Peter Licata to begin immediate negotiations with Broward Health on selling vacant land for an educational purpose.

This concept has been shared with prior Superintendent of Schools' Cartwright, Smiley, Wanza and now Peter Licata. District 2 School Board Member Alston accelerated the item for consideration with the prior Interim Superintendent of Schools, as the item has been idle since that time. While initially serving as School Board Chair in late 2022, city officials also reached out to District 2 School Board Member Alston to help push this concept forward. Local city officials and community officials have also reconfirmed support for this item.

In the 4th quarter of 2019, Broward Health and other community partners completed a bi-annual Community Needs Assessment. This assessment captured data points from approximately forty-eight zip codes, including 33076 and 33067. During the process, they analyzed the current and projected population, health insurance coverage, primary care needs, mortality and morbidity rates, and other demographics, including but not limited to, race and age.

The ultimate concept includes a medical facility for the area that will provide opportunities for Broward County Public School students in the medical sciences, nursing and other related fields. The opportunities are endless for internships, career days, volunteer services hours, to name just a few benefits for our children.

Property Details - Broward County Public School Site, 7625 University Drive, Folio number 474133060030 Parkland, FL 33067 (approximately 10.41Acres of vacant land located along the east side of University Drive and the south side of Trails End with a current zoning designation of CF, Community Facility, with a land use designation of Commercial).

Alignment to 2027 Goals and Guardrails
Business Operations

Measurable Outcome(s)/Return on Investment
Partnership with local stakeholders, additional educational investments in north Broward and increased future learning opportunities for Broward County Public School students.

Financial Impact
There is no financial impact to the District.

Established 1915
BROWARD
County Public Schools

OFFICE OF THE SUPERINTENDENT
DR. PETER B. LICATA
SUPERINTENDENT OF SCHOOLS

PHONE: 754-321-2600 **FAX:** 754-321-2701 **EMAIL:** superintendent@browardschools.com

January 12, 2024

TO: School Board Members

FROM: Valerie S. Wanza, Ph.D.
Deputy Superintendent, Chief of Staff

VIA: Dr. Peter B. Licata
Superintendent of Schools

SUBJECT: **WITHDRAWAL OF ITEM # B-4, NEGOTIATIONS WITH BROWARD HEALTH ON VACANT LAND FOR EDUCATIONAL PURPOSE, FROM THE JANUARY 23, 2024, REGULAR SCHOOL BOARD MEETING**

Please withdraw B-4, Negotiations with Broward Health on Vacant Land for Educational Purpose, from the January 23, 2024, Regular School Board Meeting.

The Deputy Superintendent, Chief of Staff received written notification that this item will be considered at the February 21, 2024, Regular School Board Meeting.

PBL/VSW:adh

c: Senior Leadership Team

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	C. Chief of Staff/Office of Superintendent
DEPARTMENT:	Chief of Staff

Agenda Item Number:	C-1.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE: **Final Order on Broward County School Board vs. Wanda J. Collins**

REQUESTED ACTION: **Approve the Final Order adopting the Recommended Order entered on November 7, 2023, by Cathy M. Sellers, Administrative Law Judge, in the matter of Broward County School Board vs. Wanda J. Collins, Case No. 22-0938TTS, before the State of Florida Division of Administrative Hearings. District 7.**

RATIONALE:

See Supporting Docs for Executive Summary.

EXHIBITS:

- Executive Summary
- Proposed Final Order

FINANCIAL IMPACT:

There is not financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Maya A. Moore	Phone:	754-321-2050
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Valerie Wanza, Deputy Superintendent, Chief of Staff

Signature

Dr. Valerie Wanza, Deputy Superintendent, Chief of Staff

Electronic Signature

Form $4189 Revised 7/23

PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

For more information, please contact:

Maya A. Moore
Assistant General Counsel
754-321-2050

EXECUTIVE SUMMARY

Final Order on Broward County School Board vs. Wanda J. Collins

Board Meeting Date

January 23, 2024

Requested Action

Approve the Final Order adopting the Recommended Order entered on November 7, 2023, by Cathy M. Sellers, Administrative Law Judge, in the matter of Broward County School Board vs. Wanda J. Collins, Case No. 22-0938TTS, in the State of Florida Division of Administrative Hearings.

Background/History

This item requests Board approval of the Final Order adopting the Recommended Order upholding the Superintendent's recommendation to terminate Wanda J. Collins ("Collins"), a mathematics teacher at Crystal Lake Community Middle School ("Crystal Lake"). Collins earned four, consecutive, overall "Needs Improvement" evaluations, based on metrics that included an Instructional Practice Score and Student Performance Score. Under Section 1012.33(3), Florida Statutes, a professional service contract with instructional staff, supervisors, and school principals shall be renewed each year unless: the employee receives two consecutive annual performance evaluation ratings of unsatisfactory under Section 1012.34, Florida Statutes, two annual performance evaluation ratings of unsatisfactory within 3-year period under Section 1012.34, Florida Statutes, or three consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and unsatisfactory under Section 1012.23, Florida Statutes.

The Administrative Complaint was served on Collins recommending her termination and she timely requested a hearing. The School Board approved the recommendation, and the matter was transferred to the Division of Administrative Hearings ("DOAH") to assign an Administrative Law Judge ("ALJ") to conduct the final hearing challenging the School Board's discipline. The DOAH hearing was held, and on November 7, 2023, the ALJ entered a Recommended Order in favor of the School Board upholding termination of Collin's employment as a teacher.

The Superintendent recommends that the School Board approve the Final Order adopting the Recommended Order. The School Board's decision is final.

Alignment to 2027 Goals and Guardrails

Business Operations.

Measurable Outcome(s)/Return on Investment

Not applicable.

Financial Impact

There is no financial impact to the district.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

BROWARD COUNTY SCHOOL BOARD,

Petitioner,

DOAH CASE No.: 22-0938TTS

vs.

RSBM Agenda: 01-23-24-C-1

WANDA J. COLLINS,

Respondent.

_____/

FINAL ORDER

THIS CAUSE came before THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA (hereafter referred to as the "SCHOOL BOARD") at its meeting conducted on January 23, 2024, to consider adoption of the Recommended Order entered on November 7, 2023, by Cathy M. Sellers, Administrative Law Judge ("ALJ") of the State of Florida Division of Administrative Hearings.

IT IS THEREUPON ADJUDGED that:

1. No party filed exceptions.

2. The SCHOOL BOARD adopts the Recommended Order in its entirety, which is incorporated herein by reference (see Recommended Order attached hereto as Exhibit "A").

3. THE SCHOOL BOARD hereby terminates Respondent, WANDA J. COLLINS as a teacher.

DONE AND ORDERED in Fort Lauderdale, Broward County, Florida, this _____ day of _____, 2024.

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By_____
LORI ALHADEFF, CHAIR

Filed in Official School Board Records the
____ day of _____2024.

_____
Supervisor, Official School Board Records

Copies Furnished to:

DENISE M. HEEKIN, ESQUIRE
BRYANT, MILLER, OLIVE, P.A.
1 Southeast Third Avenue
Suite 2200
Miami, Florida 33131

ROBERT F. MCKEE, ESQUIRE
ROBERT F. MCKEE, P.A.
1401 E. 22nd Avenue
Tampa, Florida 33605

DR. PETER B. LICATA, Superintendent of Schools
Office of the Superintendent
The School Board of Broward County, Florida
600 Southeast Third Avenue - 10th Floor
Fort Lauderdale, Florida 33301

STATE OF FLORIDA, DIVISION OF
ADMINISTRATIVE HEARINGS
The DeSoto Building
1230 Apalachee Parkway
Tallahassee, Florida 32399-3060

APPEAL OF FINAL ORDER

Pursuant to Section 120.68, Florida Statutes, a party to this proceeding may seek judicial review of this Final Order in the appropriate district court of appeal by filing a notice of appeal with Noemi Gutierrez, Agency Clerk, Official School Board Records, The School Board of Broward County, Florida, 600 Southeast Third Avenue – 2nd Floor, Fort Lauderdale, Florida 33301, on or before thirty (30) days from the date of this Final Order. A copy of the notice and a copy of this Final Order, together with the appropriate filing fee, must also be filed with the Clerk, Fourth District Court of Appeal, 110 South Tamarind Avenue, West Palm Beach, Florida 33401. If you fail to file your notice of appeal within the time prescribed by laws and the rules of court, you will lose your right to appeal this Final Order.

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

BROWARD COUNTY SCHOOL BOARD,

Petitioner,

vs. Case No. 22-0938TTS

WANDA J. COLLINS,

Respondent.
_____/

RECOMMENDED ORDER

Pursuant to sections 120.569 and 120.57(1), Florida Statutes (2023), a hearing was held by Zoom conference on August 8 through 10, 2023, before Cathy M. Sellers, an Administrative Law Judge ("ALJ") of the Division of Administrative Hearings ("DOAH").

APPEARANCES

For Petitioner: Denise Marie Heekin, Esquire
Ayla Arshad, Esquire
Bryant Miller Olive, P.A.
1 Southeast 3rd Avenue, Suite 2200
Miami, Florida 33131

For Respondent: Brittany M. Fox, Esquire
Robert F. McKee, Esquire
Robert F. McKee, P.A.
1401 East 22nd Avenue
Tampa, Florida 33605

STATEMENT OF THE ISSUE

Whether there is just cause, as charged in the Administrative Complaint, for Petitioner, Broward County School Board, to terminate the employment of Respondent, Wanda J. Collins, as a teacher with Broward County Public Schools.

Exhibit "A"

PRELIMINARY STATEMENT

On February 26, 2022, Petitioner, Broward County School Board (hereafter, "Petitioner" or "School Board"), notified Respondent, Wanda J. Collins (hereafter, "Respondent"), by agency action letter, that it intended to terminate her professional services contact with the School Board at its March 15, 2022, meeting. The Administrative Complaint, setting forth the alleged factual and legal bases for the School Board's action terminating Respondent, was served on February 28, 2022. Respondent timely requested an administrative hearing, and the matter was referred to DOAH on March 24, 2022, for assignment of an ALJ to conduct the hearing.

The parties waived the statutory time frame in section 1012.33(6), Florida Statutes (2021),[1] for conducting the administrative hearing, and the final hearing initially was set for September 27 and 28, 2022; however, pursuant to motion, the hearing was rescheduled for February 15 through 17, 2023, and, subsequently, for August 8 through 10, 2023.

The final hearing was held on August 8 through 10, 2023. At the final hearing, Petitioner presented the in-person testimony of Heather Parente, Marcia Fay, Gisela Cobo-Suarez, Sabine Phillips, Ben Reeves, Felice Winston-Davis, Tavures Williams, Diego DeRose, Nina McWhorter, Julie Franciosi Jackson, Earnest Toliver, and Vanessa Pelusso. Additionally, the deposition testimony of Tawanna Rowe, Arlene Colson, Annmarie Stramanak, and Sheryl Coram-Priest was admitted into evidence in lieu of in-person testimony at the final hearing. Additionally, Petitioner's Exhibits 1 through 19, 21 through 64, 66 through 81, 83, and 85 through 113 were

[1] The Administrative Complaint alleges statutory and rule violations for school years 2016-17, 2017-18, 2018-19, 2019-20, 2020-21, and 2021-22. Because section 1012.33 was not amended over this time period, all references to this section are to the 2021 version, which was in effect at the time Petitioner took action to terminate Respondent from her employment.

admitted into evidence. Respondent testified on her own behalf, and Respondent's Exhibits 1 through 8 were admitted into evidence.

The three-volume, 785-page Transcript of the final hearing was filed at DOAH on August 24, 2023. The parties initially were given until September 5, 2023, to file their proposed recommended orders; however, that deadline subsequently was extended to September 25, 2023, and then to September 28, 2023. The parties timely filed their proposed recommended orders ("PROs"), and both PROs have been duly considered in preparing this Recommended Order.

FINDINGS OF FACT

I. The Parties

1. Petitioner is a duly-constituted school board charged with the duty to operate, control, and supervise free public schools within Broward County, Florida, pursuant to article IX, section 4(b) of the Florida Constitution and section 1012.33(1)(a).

2. Respondent is employed as a middle school classroom teacher, teaching mathematics, at Crystal Lake Community Middle School ("Crystal Lake"), and has been employed as a teacher with Broward County Public Schools (the "District") since 2006.

II. The Administrative Complaint

3. The Administrative Complaint charges Respondent with having three consecutive annual performance evaluations of unsatisfactory under section 1012.34.

4. Additionally, the Administrative Complaint charges Respondent with violations of specified provisions of Florida Administrative Code Rule 6A-5.056.

5. The Administrative Complaint also charges Respondent with having violated School Board Policy 4008, and, consequently, section 1012.53, which

imposes the requirement on instructional personnel to, among other things, comply with policies adopted by the district school board.

6. Each of these alleged violations, if proven, constitutes just cause for dismissal under section 1012.33.

III. Evidence Adduced at the Final Hearing

7. On February 28, 2022, Respondent was notified that the School Board would consider the Broward County Superintendent of Public Schools' recommendation to terminate her employment as a teacher with the District.

8. Respondent timely requested an administrative hearing under sections 120.569 and 120.57(1).

9. On March 15, 2022, the School Board took action to terminate Respondent's employment as a teacher with the District.

A. The District's Performance Evaluation Systems

10. Pursuant to section 1012.34, the School Board has implemented a personnel performance evaluation system to evaluate the performance of duties and responsibilities of instructional personnel, including classroom teachers.[2]

11. For District schools, the teacher performance evaluation system is named "Broward Instructional Development and Growth Evaluations System," or "BrIDGES."

12. Consistent with section 1012.34, each teacher in the District is evaluated at least once a year, and three criteria are evaluated: student performance, which constitutes at least one-third of the teacher's performance evaluation; instructional practice, which constitutes at least one-third of the teacher's performance evaluation; and "other indicators of performance," which constitutes the remainder of the teacher's performance evaluation, and may consist of peer reviews, surveys of students and parents

[2] The term "classroom teachers" is defined in section 1012.01(2)(a) as staff members who are assigned the professional activity of instructing students in classroom situations. The statute does not specifically define other types of teachers. Therefore, for brevity purposes, the term "teachers" is used in this Recommended Order to refer to classroom teachers.

regarding teaching practices, and other valid and reliable measures of instructional practice.

13. The teacher evaluation system must be designed to differentiate between four levels of performance: highly effective, effective, needs improvement, and unsatisfactory.

14. Every year, District teachers are informed, via an orientation presentation, about how evaluations will be performed. Respondent received this presentation for each school year relevant to this proceeding.

Student Performance Component

15. The Department of Education ("DOE") dictates the specific assessments which are used to gauge student performance.

16. Additionally, a value-added model ("VAM") using statistical regression analysis is applied to determine a student's expected score on a specified assessment. The VAM helps minimize the effect that some non-instructional variables, such as attendance, special needs, language, and age/grade correlation, may have on student performance scores.

Instructional Practice Component

17. The School Board, with the concurrence of the Broward Teachers Union ("BTU"), has adopted the research-based Marzano evaluation Model ("Marzano Model") to gauge a teacher's instructional practice performance. Under this model, the teacher's instructional practice score is based on an administrator's (i.e., a principal's or an assistant principal's) observations of the teacher in the classroom setting, as weighted under the Marzano Model.

18. In order to evaluate teachers, principals and assistant principals must be trained regarding the components of the particular evaluation model, must learn how to accurately and consistently apply the model to the teacher and student behaviors being observed, and must be credentialed in use of the particular evaluation model.

19. Under the Marzano Model, there are three types of teaching observations: formal, informal, and walk-through. Formal evaluations are

classroom teaching observations conducted by administrators, lasting at least 30 minutes each and entailing a pre- and post-observation conference with the teacher. Informal observations are seven- to 15-minute classroom teaching observations conducted by administrators. Walk-through observations are five- to seven-minute classroom teaching observations conducted by administrators.

20. The District uses an electronic system known as iObservation to record and maintain instructional performance observation data.

21. In the 2016-17 and 2017-18 school years, the District used the version of the Marzano Model known as the Marzano Legacy Model. This Model was comprised of 60 elements organized into a learning map having four domains. Domain 1 was titled "Classroom Strategies and Behaviors," and consisted of Elements 1 through 41. Domain 2 was titled "Planning and Preparing," and consisted of Elements 42 through 49. Domain 3 was titled "Reflecting on Teaching," and consisted of Elements 50 through 54. Domain 4 was titled "Collegiality and Professionalism," and consisted of Elements 55 through 60.

22. Succinctly stated, Domain 1 is focused on measuring in-classroom instruction, while the other three domains are focused on measuring other, non-classroom aspects of instruction.

23. Additionally, each element within each domain has a protocol. The protocol describes, and provides examples of, the teaching behavior in which the teacher should engage in order to achieve the best outcomes for that particular element.

24. For example, Element 1 of the Legacy Model, titled "Providing Rigorous Learning Goals and Performance Scales (Rubrics)," explains that "[t]he teacher provides rigorous learning goals and/or targets, both of which are embedded in a performance scale that includes application of knowledge." The examples of teacher behavior that are entailed in this protocol include such things as "[t]eacher has a learning goal and/or target [which is] posted for student reference"; "[t]eacher makes reference to the learning goal or

target throughout the lesson"; and "[t]eacher relates classroom activities to the scale throughout the lesson."

25. Additionally, the protocol describes student-centered evidence that the teaching goal is being accomplished. For example, for Element 1, the protocol states: "[s]tudents can explain the learning goal or target for the lesson"; "[s]tudents can explain how their current activities relate to the learning goal or target"; and "[s]tudent artifacts demonstrate students know the learning goal or target."

26. The administrator conducting the teacher performance evaluation observes and records whether (or not) the teacher and the students are exhibiting behavior that evidences that the purpose of the protocol is being achieved in the lesson being observed.

27. The extent to which such teacher and student behaviors are exhibited during an observation is ranked on a scale, which sets forth five different levels of teaching proficiency for that protocol: "Not Using," "Beginning," "Developing," "Applying," and "Innovating," with 1, 2, 2.5, 3, and 4 points, respectively, assigned to the observed behavior.

28. For purposes of calculating the teacher's overall instructional practice score, behavior described in each protocol is weighted depending on whether the protocol is within Domain 1, 2, 3, or 4. Domain 1, which focuses on measurement of in-classroom instruction, is assigned a weight of 68% of the instructional practice score, while Domains 2, 3, and 4 collectively are assigned a weight of 32% of the instructional practice score.

29. To calculate a teacher's instructional practice score, the administrator observing the teacher records a data mark each time a protocol behavior is observed, or is not observed,[3] and assigns a point value (discussed above) to that behavior based on the proficiency level. The weighted average for each proficiency level is calculated by multiplying the total point value observed

[3] A teacher's failure to exhibit a required or desired behavior identified in a protocol would result in a data mark of 1 point.

for that proficiency level by its relative percentage of the total data marks recorded in the observation. Each weighted average is then added to obtain the total score for the particular domain. The total score for each domain is then multiplied by its assigned weight—i.e., 68% for Domain 1, 32% for Domains 2, 3, and 4—and added together. This results in the teacher's final instructional practice score.

30. This weighted scoring method, described above, was applicable to all of the Marzano Model variations (discussed below) used by the District to evaluate teachers' instructional practice during the time frame relevant to this proceeding.

31. For the 2018-19 school year, the District used an updated Marzano teacher performance evaluation model, known as Florida Teacher Evaluation Model, or "FTEM," for evaluating teachers who taught sixth, seventh, and eighth grades. Under FTEM, Domains 1 through 4 in the Marzano Legacy Model were replaced with domains respectively titled "Standards-Based Planning," consisting of three elements; "Standards-Based Instruction," consisting of ten elements; "Conditions for Learning," consisting of seven elements; and "Professional Responsibilities," consisting of three elements, for a total of 23 elements evaluated. Additionally, the protocols were revised, and the protocol scale labels were changed to "needed," "emergent," "proficient," "accomplished," and "exemplary." The scoring system using weighted averages remained the same as that used in scoring under the Marzano Legacy Model.

32. Because the District applied FTEM on a pilot program basis in the 2018-19 school year, an additional middle school metric was added, and all teachers were given a "highly effective" rating for that metric as a percentage of their final evaluation score. Thus, the percentages assigned to the four evaluation components in deriving the final evaluation score were 45% for instructional practice, 35% for student performance, 15% for deliberate practice, and 5% for the middle school metric.

33. In the 2019-20 school year, the District continued to use FTEM, and expanded its use in evaluating teachers in pre-kindergarten through twelfth grades. Although DOE waived teacher performance evaluations for the 2019-20 school year due to the COVID-19 pandemic, the District did evaluate teachers on the instructional practice component through March 2020, after which District schools were closed for the rest of the school year.

34. For the 2020-21 school year, the School Board received permission from DOE to use a limited FTEM Model for teacher evaluation consisting of seven elements. Teachers taught virtually beginning in August 2020, until January 2021, when all teachers returned to in-person classroom teaching. Because some students continued to attend school by virtual platform, teachers were evaluated only for the planning and professional responsibilities elements.

35. For the 2021-22 school year, the District used the regular 23-element FTEM Model, and added a new protocol titled "Equity, Access, SEL," with the acronym standing for "Social Emotional Learning." The purpose of this new protocol was to encourage teachers to consider students' different needs and learning styles in planning and delivering instruction.

36. The District offers supportive services for teachers who are struggling with deficient performance. Specifically, the annual teacher evaluation orientation, described above, addresses performance intervention for teachers who score a certain number of "not using" or "beginning" data marks in the previous year's evaluation. For teachers who earn a certain number of such data marks, administrators have an "informal conversation" regarding performance improvement measures. Additionally, a performance development plan ("PDP") may be developed for teachers who earn a specified number of such data marks and also earn an instructional practice score that equates to an "unsatisfactory" or "needs improvement" rating.

37. The District's Evaluations Department monitors the teacher evaluation ratings of teachers, and offers performance assistance by peer

reviewers for teachers who have deficient performance ratings. Peer reviewers coach, model effective teaching practices, and provide instructional practice feedback to the teacher.

38. Additionally, school-based assistance provided by subject area-specific instructional coaches also is available to teachers who have deficient performance ratings.

Other Indicators of Performance Component

39. Pursuant to section 1012.34, the third component of teacher evaluations is the "other indicators of performance" criterion. This component affords school districts flexibility to identify and evaluate other specific components that a school district determines are useful indicators of teacher performance.

40. The District uses a deliberate practice measure as the third component of its teacher evaluation system. For this component, the teacher uses iObservation to develop an annual growth plan, and the teacher completes a self-assessment on teaching strategies set forth in the Marzano Model. If the teacher completes the self-assessment by a specified deadline, the teacher receives a "highly effective" rating for the "other indicators of performance" component.

Calculating the Teacher Evaluation Score for a School Year

41. By the end of the school year, teachers will have been informed of their final instructional practice score for that school year.

42. The final student performance score for a school year is not available until the fall semester of the following school year.

43. The scores for each of the three components comprising the teacher evaluation system—student performance, instructional practice, and deliberate practice—are calculated separately, then a weighted average of these three scores is calculated to derive the teacher's overall performance evaluation score for the school year.

B. Respondent's Performance and Conduct in the 2016-17 through 2021-22 School Years

44. As previously noted, Respondent was evaluated for the 2016-17, 2017-18, 2018-19, 2019-20, 2020-21, and 2021-22 school years, using the evaluation systems discussed above.

45. The competent substantial evidence establishes that for each of these school years, Respondent's performance was deficient—that is, her rating was either "needs improvement" or "unsatisfactory."

46. Additionally, the competent substantial evidence establishes that Respondent had significant issues in managing her classroom, and her lack of management negatively affected her students' learning environment.

The 2016-17 School Year

47. For the 2016-17 school year, the relative weights assigned to the three teacher performance evaluation components were: student performance, 35%; instructional practice, 60%; and deliberate practice, 5%.

48. For the 2016-17 school year, the final teacher evaluation score scale was as follows: between 3.4 and 4.0 constituted a "highly effective" rating; between 2.5 and 3.399 constituted "effective"; between 2.0 and 2.499 constituted "needs improvement"; and between 1.0 and 1.999 constituted "unsatisfactory."

49. For this school year, Respondent earned an overall performance evaluation score of 2.364, which constituted a "needs improvement" rating.

50. She received a score of 2.167 on the student performance component, which constituted a "needs improvement" rating. Twenty-seven of her 94 math students (i.e., 29%) achieved their expected scores on the applicable assessments, placing her in the sixth percentile among the 414 middle school math teachers in the District for the 2016-17 school year.

51. For the 2016-17 school year, the instructional practice score scale was as follows: between 3.4 and 4.0 constituted a "highly effective" rating; between 2.500 and 3.399 constituted "effective"; between 2.0 and 2.499

constituted "needs improvement"; and between 1.0 and 1.999 constituted "unsatisfactory."

52. Respondent earned a score of 2.342 for the instructional practice component of the evaluation, which constituted a "needs improvement" rating. This was the third-lowest instructional practice score of the 2,812 middle school teachers in the District, and the lowest of the 414 middle school math teachers in the District, for the 2016-17 school year.

53. To determine Respondent's instructional practice score in the 2016-17 school year, Respondent was evaluated by Sabine Phillips, principal at Crystal Lake, and assistant principals Shante Collins and Ben Reeves. All three were trained and credentialed in administering the District's teacher evaluation system.

54. Phillips credibly testified that during the classroom teaching observations of Respondent that she conducted, Respondent failed to correctly state the learning goal for the day's lesson, and Respondent's instructional delivery was disorganized. Additionally, her students were not engaged in the lesson and failed to comply with her requests, and Respondent failed to take action to redirect them.

55. Upon being informed of Phillips's observations, Respondent did not approach Phillips to discuss her observations, nor did Respondent dispute any of Phillips's observations.

56. Reeves's observations of Respondent were consistent with Phillips's observations. Specifically, Respondent's statement of the day's learning goal was vague, and no summary of the topic taught was provided at the end of the lesson. Many students were not engaged in the lesson and, instead, were talking among themselves and using cell phones; one student was sweeping the classroom floor; and another student was sitting on top of a desk. Respondent's efforts to redirect the students to engage in the lesson were minimal and unsuccessful.

57. Respondent was offered the assistance of a peer reviewer toward the end of the 2016-17 school year, but refused that assistance.

58. Respondent earned a 4.0 deliberate practice score for the 2016-17 school year, which constituted a "highly effective" rating.

The 2017-18 School Year

59. For the 2017-18 school year, the relative weights assigned to the teacher performance evaluation components were: student performance, 35%; instructional practice, 60%; and deliberate practice, 5%.

60. For the 2017-18 school year, the final teacher evaluation score scale was as follows: between 3.4 and 4.0 constituted a "highly effective" rating; between 2.5 and 3.399 constituted "effective"; between 2.0 and 2.499 constituted "needs improvement"; and between 1.0 and 1.999 constituted "unsatisfactory."

61. For this school year, Respondent earned an overall performance evaluation score of 2.207, which constituted a "needs improvement" rating.

62. Respondent's student performance score for the 2017-18 school year was a 1.833, which constituted an "unsatisfactory" rating. Twenty of her 93 math students (i.e., 22%) achieved their expected assessment scores, placing her in the fourth percentile among 398 middle school math teachers in the District for the 2017-18 school year.

63. For the 2017-18 school year, the instructional practice score scale was as follows: between 3.4 and 4.0 constituted a "highly effective" rating; between 2.5 and 3.399 constituted "effective"; between 2.0 and 2.499 constituted "needs improvement"; and between 1.0 and 1.999 constituted "unsatisfactory."

64. Respondent earned a score of 2.276 for the instructional practice component of the evaluation, a "needs improvement" rating. This was the second-lowest instructional practice score of the 2,953 middle school teachers in the District, and the lowest of the 398 middle school math teachers in the District, for the 2017-18 school year.

65. To determine Respondent's instructional practice score for this school year, Respondent was evaluated by Phillips, and assistant principals Reeves, Felice Winston-Davis, and Julie Franciosi Jackson. All were trained and credentialed in administering the District's teacher evaluation system.

66. Although Respondent did receive some "applying" data marks during some observations, these administrators' classroom teaching observations showed that, overall, Respondent continued to have significant instructional performance problems. Specific classroom instructional practice behavior that the administrators observed included Respondent's failure to adequately explain the relationship of the learning goal for the lesson and its relationship to the work students were assigned; lack of student engagement in the lesson and Respondent's failure to successfully redirect them to engage in the lesson; Respondent's failure to correct student misbehavior in the classroom; lack of classroom student conduct rules and lack of consequences for inappropriate classroom conduct; failing to provide verbal direction to students while teaching the lesson; and allowing students to engage in off-task behavior, such as listening to music.

67. Additionally, Respondent continue to engage in conduct about which she previously received directives from the Crystal Lake administration. Specifically, she continued to issue hall passes to students after being directed not to do so, and she failed to escort students to and from the cafeteria after being directed to do so.

68. Respondent earned a 4.0 deliberate practice score for the 2017-18 school year, which constituted a "highly effective" rating.

The 2018-2019 School Year

69. As noted above, for the 2018-19 school year, a new evaluation component, the "middle school metric," was added,[4] so that the relative weights assigned to the teacher performance evaluation components were as

[4] The middle school metric was used only in the 2018-19 school year.

follows: student performance, 35%; instructional practice, 45%; deliberate practice, 15%; and middle school metric, 5%.

70. For the 2018-19 school year, the final teacher evaluation score scale was as follows: between 3.4 and 4.0 constituted a "highly effective" rating; between 2.500 and 3.399 constituted "effective"; between 2.0 and 2.499 constituted "needs improvement"; and between 1.0 and 1.999 constituted "unsatisfactory."

71. For this school year, Respondent earned an overall performance evaluation score of 2.291, which constituted a "needs improvement" rating.

72. Respondent's student performance score for the 2018-19 school year was a 2.0, which constituted a "needs improvement" rating. Thirty of her 111 math students (i.e., 27%) achieved their expected assessment scores, placing her in the eighth percentile among 386 middle school math teachers in the District for the 2018-19 school year.

73. For the 2018-19 school year, the instructional practice score scale was as follows: between 3.4 and 4.0 constituted a "highly effective" rating; between 2.5 and 3.399 constituted "effective"; between 2.0 and 2.499 constituted "needs improvement"; and between 1.000 and 1.999 constituted "unsatisfactory."

74. That year, Respondent earned a score of 1.757 for the instructional practice component of her evaluation, an "unsatisfactory" rating. This was the lowest instructional practice score of the 2,913 middle school teachers in the District, and the lowest of the 386 middle school math teachers in the District, for the 2018-19 school year.

75. To determine Respondent's instructional practice score for the 2018-19 school year, Respondent was evaluated by Phillips and assistant principals Franciosi Jackson and Tavures Williams. All three were trained and credentialed in administering the District's teacher evaluation system.

76. Phillips conducted one classroom observation of Respondent, in which she rated Respondent as "proficient" for two instructional elements.

77. Franciosi Jackson conducted one classroom observation of Respondent for the Professional Responsibilities Domain of the FTEM Model, and rated her as "accomplished."

78. Williams, an assistant principal at Crystal Lake, also was the head of the school's mathematics department. He was Respondent's direct supervisor and conducted six observations of Respondent's classroom teaching, two of which were formal observations, during the 2018-19 school year.

79. Williams credibly testified that, generally, Respondent struggled with classroom management, and did not teach the applicable curriculum, notwithstanding that professional learning meetings were conducted to discuss the curriculum and instructional strategies to successfully teach it. Further to this point, Williams testified that the statewide math curriculum—which identifies the standards and content that students are to learn for purposes of the statewide assessments, and also provides prepared lesson plans for teachers to use in delivering that content—is readily available for all teachers to access and use in their teaching; nonetheless, Respondent did not avail herself of this key resource.

80. Among Respondent's instructional practices that Williams observed were that although Respondent outlined strategies or resources she would use in her planning, she did not implement them in her instruction; she did not develop or implement plans to address specific learner needs; and although she posted applicable state learning standards and goals on the classroom board, she did not align teaching content to the standards and goals. Additionally, although she attempted to use some innovative teaching content, she had not previewed it or determined how to use it in implementing her lesson plans.

81. Williams observed the following student behaviors during his observations of Respondent's teaching: a relatively small proportion of the students in her class were able to identify the content that was the subject of the lesson; many students were not engaged; students often moved around

the classroom and were not required to stay seated and attend to their work; there was no redirection or encouragement to students to participate in the lesson; and Respondent made no attempt to engage or redirect their attention to the lesson.

82. Following each of his formal observations of Respondent's teaching, Williams met with Respondent, and provided her a memorandum summarizing his observations and identifying deficiencies regarding her instructional practice.

83. Specifically, on February 8, 2019, Williams identified deficiencies in Respondent's classroom instruction in two areas, Standards-Based Instruction and Conditions of Learning.

84. With respect to Standards-Based Instruction, Respondent was rated as "needed" with respect to reviewing content with the students, helping students examine their reasoning, and helping students revise their knowledge. She was rated as "emergent" with respect to identifying critical context from the standards.

85. With respect to Conditions of Learning, Respondent was rated as "needed" for using formative assessments to track student progress, organizing students to interact with content, establishing and acknowledging adherence to rules and procedures, and communicating high expectations for each student to close the achievement gap. She was rated as "emergent" for using engagement strategies.

86. On May 13, 2019, Williams again met with Respondent and provided her a memorandum summarizing his observations and identifying deficiencies regarding her instructional practice. In this observation, Williams found Respondent's instruction deficient in three areas: Standards-Based Planning, Standards-Based Instruction, and Conditions of Learning.

87. With respect to Standards-Based Planning, Williams rated Respondent's instruction as "needed" with respect to planning Standards-Based lessons or units, aligning resources to the standards, and planning to

close the achievement gap using data. Specific examples regarding these deficiencies that Williams identified were Respondent's failure to use established content standards or plan rigorous units with learning targets that demonstrate progression of learning; failure to plan for the use of, or attempt to use, traditional or digital resources in Standards-Based lessons; and failure to use data to meet the needs of each student in closing the achievement gap.

88. With respect to Standards-Based Instruction, Respondent was again rated as "needed" with respect to reviewing the content with the students, helping students examine their reasoning, and helping students revise their knowledge. She was again rated as "emergent" with respect to identifying critical context from the standards. Specific examples regarding these deficiencies that Williams identified were that the learning goal posted on the classroom board did not coincide with the material being taught, and the standard and lesson objective were not aligned with each other.

89. With respect to Conditions of Learning, Respondent was again rated as "needed" with respect to using formative assessment to track student progress, organizing students to interact with content, and establishing and acknowledging adherence to rules and procedures. She was rated as "emergent" for using engagement strategies. Specific instructional deficiencies that Williams identified included lack of posted classroom rules and expectations; no seating chart, which led to students moving about the classroom; lack of established classroom routines and procedures; and teacher tolerance of inappropriate student conduct.

90. Williams testified that, in addition to her instructional practice performance deficiencies, Respondent also engaged in conduct that violated school policy by failing to keep her classroom door locked.

91. Additionally, during one of Williams's classroom observations of Respondent, he saw her embarrass a female student by first refusing to allow her to use the restroom, and then making an extremely personal remark

about the student that caused the other students in the room to gasp. As a result of Respondent's conduct, which violated the School Board's policy prohibiting teachers from exposing students to unnecessary embarrassment or disparagement, Williams issued a meeting summary, the District's least serious form of corrective action, to Respondent.

92. An instructional coach and a peer reviewer were assigned to assist Respondent in the 2018-19 school year.

93. Sheryl Coram-Priest was Respondent's math instructional coach for the 2018-19 school year. As a math coach, her role was to provide support to the math teachers with lesson planning, the provision of resources to foster student engagement, and working directly with students to help them in understanding the math content being taught. Instructional coaches do not evaluate teacher performance.

94. Coram-Priest testified that during the time she worked with Respondent, she often observed Respondent seated at her desk rather than interacting with her class, presenting a lesson, or working with the students. As she put it, "there was very little teaching and learning."

95. Arlene Colson serves as a peer reviewer for the District schools. As a peer reviewer, her role is to support teachers who are identified as needing additional support. As with instructional coaches, peer reviewers do not have a role in teacher performance evaluation.

96. Colson provided support to Respondent as a peer reviewer for part of the 2018-19 school year.

97. According to Colson, Respondent failed to monitor student learning while she was teaching. In one instance, she played a video for the students, and did not stop the video at points to ask if the students understood the concepts being covered in the video. Another time, when she used a computer game to teach a certain skill, she failed to monitor student understanding and progress regarding the skill being taught, and did not correct her students' mistakes. Colson also testified that Respondent awarded work

credit even when they did not complete the assigned work, so that there was no monitoring and follow-up to ensure that a student understood a concept before moving on to other content. According to Colson, Respondent also did not give her students tests, so had no way of determining whether students were learning the content.

98. Annmarie Stramanak took over as Respondent's peer reviewer in February 2019. Stramanak testified that, while Respondent appeared receptive to receiving support, she was unwilling to change her instructional practices. She further testified that Respondent failed to take the time necessary to understand how to communicate with, and teach her students, and that as a result, she was unable to identify and address her students' strengths and weaknesses.

99. Respondent earned a 4.0 deliberate practice score for the 2018-19 school year, which constituted a "highly effective" rating.

100. Additionally, she earned a 4.0 middle school metric rating.

The 2019-20 School Year

101. As found above, DOE waived final teacher performance evaluations for the 2019-20 school year, due to the COVID-19 pandemic.

102. Accordingly, student performance scores were not considered in determining overall teacher performance evaluation scores for that school year. The District also did not consider deliberate practice scores in determining overall teacher performance evaluation scores for that school year.

103. However, as noted above, the District did evaluate teachers on the instructional practice component of the teacher performance evaluation system for that school year.

104. For the 2019-20 school year, the instructional practice score scale was as follows: between 3.4 and 4.0 constituted a "highly effective" rating; between 2.5 and 3.399 constituted "effective"; between 2.0 and 2.499

constituted "needs improvement"; and between 1.0 and 1.999 constituted "unsatisfactory."

105. As of the end of the 2019-20 school year, Respondent had earned an instructional practice score of 1.588, which was an "unsatisfactory" rating.

106. Earnest Toliver was the principal at Crystal Lake in the 2019-20 school year.

107. Williams and Nina McWhorter, another assistant principal, evaluated Respondent's instructional practice for the 2019-20 school year. Both were trained and credentialed in administering the teacher evaluation system.

108. McWhorter conducted one informal evaluation of Respondent that school year. She observed that Respondent did not appropriately group students for a cooperative learning exercise; did not ensure that students had the necessary equipment, such as laptops, to complete an assignment; did not utilize data for closing the achievement gap; and did not attempt to reengage students who were off-task, using their cell phones, sleeping, and talking to each other, rather than working on the assignment.

109. McWhorter also testified that some students asked to be moved to a different math class because they were not learning in Respondent's class due to the noise and other students' disruptive conduct.

110. On October 22, 2019, Respondent received a meeting summary from McWhorter for issuing restroom passes to students, without discretion, resulting in her students engaging in disruptive conduct, such as vandalizing restrooms, engaging in unruly behavior and horseplay, and entering other classrooms at the school without permission. Respondent was directed to use discretion in issuing such passes, or contact security to escort students to the restroom.

111. Williams conducted six classroom observations of Respondent in the 2019-20 school year—two formal, and the other four informal. Additionally,

Williams conducted two non-classroom observations of Respondent, consisting of meetings/feedback sessions.

112. Of the 37 data marks that Williams recorded while observing Respondent's instructional practice, 24 of the observed behaviors, or 64.8%, were rated as "needed"; 11 of the observed behaviors, or 29.73%, were rated as "emergent"; one of the observed behaviors, or 2.7%, was rated as "proficient"; and one of the observed behaviors, or 2.7%, was rated as "exemplary."

113. During Williams's four informal classroom observations, he observed the same or similar classroom management deficiencies that Respondent had exhibited in the previous school year. Specifically, Respondent failed to provide classroom conduct rules, and most of the students were off-task, either talking about topics unrelated to the lesson in which they were supposed to be engaged, or using their cell phones.

114. Respondent also failed to timely submit lesson plans. When they were submitted, the content did not correspond with that being taught in the classroom that day.

115. Respondent did earn an exemplary data mark for participating in an initiative, "Teachers Opening Doors."

116. Williams conducted a formal observation of Respondent's classroom instruction on October 23, 2019, and prepared a post-observation summary, which was given to Respondent on November 1, 2019.

117. In the observation, Williams again found Respondent's instruction deficient in three areas: Standards-Based Planning, Standards-Based Instruction, and Conditions of Learning.

118. With respect to Standards-Based Planning, Williams rated Respondent's instruction as "emergent" with respect to aligning resources to the standards, and planning to close the achievement gap using data. Specific examples regarding these deficiencies that Williams identified were Respondent's failure to identify traditional, digital, or human resources in

her lesson plans; failure to implement formative assessments, as set forth in her lesson plans; and failure to use data to support her lesson plan activities to close the achievement gap.

119. With respect to Standards-Based Instruction, Respondent was again rated as "needed" with respect to reviewing the content with the students, helping students examine their reasoning, and using questions to help students elaborate on the content. Specific examples regarding these deficiencies that Williams identified were that the content displayed on the board did not reflect the applicable learning standard; Respondent failed to ask complex questions to require students to critically think; and Respondent missed opportunities to review concepts with students.

120. With respect to Conditions of Learning, Respondent was rated as "needed" with respect to establishing and acknowledging adherence to rules and procedures, using student engagement strategies; establishing and maintaining effective relationships in a student-centered classroom; and communicating high expectations for each student to close the achievement gap. She was rated as "emergent" for organizing students to interact with content. Specific instructional deficiencies that Williams identified included the lack of posted rules in the classroom; no clear procedures for students to follow in organizing into groups; and Respondent ordering students who approached her for assistance to "get away."

121. Williams also identified other continuing concerns about Respondent's job performance. These included her apparent lack of progress in completing the required standards for the math curriculum; her lack of classroom control and management, as evidenced by students not being engaged in any lesson, being out of their seats in the classroom, fighting and otherwise being extremely noisy and disruptive; allowing students to skip her class; failing to take attendance on multiple days; failing to have a seating chart for her classes; failing to return parents' calls or otherwise communicate with them regarding their child's progress; and frequently

using her personal laptop while seated at her desk, rather than being engaged in teaching a lesson.

122. When Williams expressed his concerns to Respondent, she denied that her class was loud or disruptive, stated that she was taking professional development courses, and claimed that she was being targeted and harassed.

123. On November 13, 2019, Toliver met with Respondent and Williams to discuss his and Williams's ongoing concerns regarding Respondent's classroom management and other issues. Among the issues of concern regarding Respondent's performance addressed at that meeting, and memorialized in a meeting summary memorandum, were: allowing students to hold a "block party" in her classroom at the end of the 2018-19 school year, that entailed loud music of inappropriate content and tables of food; daily issuance of restroom and hall passes to her students, without discretion, resulting in disruptive and destructive behavior by those students; failure to manage her classroom, resulting in issuance of 15 office referrals for her students over a seven-day period in October 2019, and school security being called to her classroom numerous times to establish control and address disruptive student behavior; failure to address and resolve parent complaints, which resulted in students being transferred from her class; failure to submit lesson plans; failure to prevent students from ripping pages from math workbooks, which affected other students' ability to complete their assignments; and her failure to timely arrive at work on at least 16 days in September and October 2019.

124. In the meeting summary, Toliver stated his expectations that Respondent would use instructional time to present instruction in math to her students; state the reason for issuing a hall pass to a student when doing so; adequately supervise her students; improve her communications with parents; submit lesson plans and correctly utilize classroom workbooks; arrive to work on time; and notify the school if she was going to be tardy.

125. Respondent continued to have significant classroom management difficulties. On November 19, 2019, McWhorter was summoned to Respondent's classroom to remove ten disruptive students. Later in the same class period, Respondent summoned school security to remove the remaining students from her classroom.

126. Respondent also exhibited significant lack of attention to matters concerning her class. For example, several times, she failed to charge the assigned computer cart, which interfered with her students' ability to complete assessments.

127. On December 17, 2019, Respondent received another meeting summary for failing to attend a scheduled conference; failing to complete a planning form assigned on iObservation; and failing to submit a lesson plan in advance of a formal observation, which was scheduled for December 16, 2019. Respondent also was absent from school on December 16, 2019.

128. Williams conducted a formal observation of Respondent on January 8, 2020, and met with her on January 16, 2020, to discuss the observation.

129. Williams again found Respondent's instruction deficient in Standards-Based Planning, Standards-Based Instruction, and Conditions of Learning.

130. With respect to Standards-Based Planning, Williams rated Respondent's instruction as "needed" with respect to planning Standards-Based lessons, aligning resources to standards, and planning to close the achievement gap using data. This rating was due to Respondent's failure to submit lesson plans.

131. With respect to Standards-Based Instruction, Respondent was again rated as "needed" with respect to helping students examine their reasoning, and "emergent" with respect to identifying critical content from the standards and reviewing the content with the students. Williams noted that Respondent attempted to identify critical content during the lesson, but the formative

data showed that the students were unable to distinguish between critical and unimportant content as it related to the learning target. Additionally, Respondent attempted to engage students in a review of content; however, the formative data demonstrated that the students did not understand the content.

132. With respect to Conditions of Learning, Respondent was rated as "needed" with respect to establishing and acknowledging adherence to rules and procedures, using student engagement strategies, and using formative assessments to track student progress. She was rated as "emergent" for organizing students to interact with content. Specific instructional deficiencies identified were the lack of posted rules or procedures in the classroom; lack of use of engagement strategies, resulting in none of the students being engaged in the lesson, but, instead, using their cell phones or walking around the classroom; failure to use formative assessments to determine student progress on the learning target, so that many students were not clear regarding the learning goal for the day; and failure to successfully organize students into groups to facilitate the learning of the content.

133. Coram-Priest served as Respondent's math coach, and Marcia Fay served as Respondent's peer reviewer, for the 2019-20 school year.

134. Coram-Priest testified, credibly, that she did not often observe Respondent actively engaged in teaching, and that when she did, Respondent made no effort to engage the students in the lesson. She also testified, credibly, that the students who misbehaved in Respondent's class were better-behaved in other teachers' classes.

135. In Fay's view, Respondent's classroom management skills needed improvement. Upon entering Respondent's classroom, she frequently observed that students were not seated, were using their cell phones, and were not engaged in the lesson. She noted that the few times when

Respondent did attempt to gain control of her classroom, the students did not respect her authority.

136. On February 10, 2020, Toliver placed Respondent on performance probation for a 90-day period. At that time, Respondent's instructional practice score was a 1.532, which was "unsatisfactory." Toliver advised Respondent that during the 90-day period, he would be conducting formal evaluations using the District's BrIDGES teacher evaluation system, and would write and administer a PDP for Respondent. Toliver advised Respondent that at the end of the 90-day period, he would determine whether Respondent's performance deficiencies had been corrected, and would forward a recommendation to the Superintendent regarding whether Respondent's employment contract should be continued or terminated.

137. Respondent's PDP identified the Standards-Based Planning, Standards-Based Instruction, and Conditions for Learning domains as those in which she was deficient. The PDP also identified specific strategies for improving her instruction and correcting her instructional practice deficiencies for each domain. She was given until May 20, 2020, to correct her instructional practice performance deficiencies.

138. During the implementation of her PDP, Respondent received formal assistance, support, and feedback, the purpose of which was to help improve her instructional practice performance.

139. On March 6, 2020, Respondent received another meeting summary for completing self-observations during classroom instructional time. Williams reminded her that she was required to use classroom instructional time to instruct the students, rather than doing work on her computer.

140. On March 13, 2020, District school sites closed for the rest of the school year, due to the pandemic. By letter dated May 19, 2020, Toliver notified Respondent that her PDP had 58 remaining days, and that it would be resumed when District school sites were reopened.

The 2020-21 School Year

141. Due to the pandemic, District classes were conducted virtually for the first two months of the 2020-21 school year. Thereafter, some students returned in person to school sites, while others continued to receive virtual instruction.

142. For the 2020-21 school year, the relative weights assigned to the teacher performance evaluation components were: student performance, 35%; instructional practice, 50%; and deliberate practice, 15%.

143. During the 2020-21 school year, the District conducted teacher performance evaluations using a modified FTEM Model which had fewer elements on which teacher instructional performance would be evaluated.

144. For the 2020-21 school year, Respondent earned an overall performance evaluation score of 2.436, which constituted a "needs improvement" rating.

145. Respondent's student performance score for the 2020-21 school year was a 2.333, which constituted a "needs improvement" rating. Twenty-three of her 68 math students (34%) achieved their expected assessment scores, placing her in the eighth percentile among 348 middle school math teachers in the District for the 2020-21 school year.

146. Due to the unusual teaching and learning circumstances and environment, Respondent's PDP remained on hold during the 2020-21 school year. This effectively tolled the 90-day probation period.

147. For the 2020-21 school year, the instructional practice score scale was as follows: between 3.4 and 4.0 constituted a "highly effective" rating; between 2.5 and 3.399 constituted "effective"; between 2.0 and 2.499 constituted "needs improvement"; and between 1.0 and 1.999 constituted "unsatisfactory."

148. Respondent earned a score of 2.038 for the instructional practice component of her evaluation, a "needs improvement rating." This was the second-lowest instructional practice score of the 2,786 middle school teachers

in the District, and the lowest of the 348 middle school math teachers in the District, for the 2020-21 school year.

149. Williams evaluated Respondent's instructional practice score in the 2020-21 school year. As previously noted, Williams was trained and credentialed in administering the District's teacher evaluation system.

150. Based on his observations, Williams rated Respondent as "needed" for four data marks, "emergent" for five data marks, "proficient" for three data marks, and "accomplished" for one data mark. He observed the following deficiencies in Respondent's classroom instruction: failure to accurately follow her lesson plans, failure to use data to close the achievement gap, and failure to use clear examples to help students understand the concepts she attempted to teach.

151. Gisela Cobo-Suarez, a professional development specialist and former math teacher, was Respondent's peer reviewer for the 2020-21 school year, and they worked together by virtual platform due to the in-person meeting restrictions in place during the pandemic. Cobo-Suarez testified, credibly, that Respondent missed several scheduled meetings and generally was not receptive to assistance, as evidenced by her failure to attend meetings and respond to Cobo-Suarez's emails regarding instructional assistance. Respondent also declined Cobo-Suarez's offer to assist her by co-teaching some of the lessons.

152. Respondent received a 4.0 deliberate practice score for the 2020-21 school year, which constituted a "highly effective" rating.

153. In addition to her instructional practice deficiencies, Respondent also continued to have issues with attendance and tardiness to work in the 2020-21 school year. Specifically, Respondent was absent from her online classes on September 2, 3, 8, 15, 17, and 18, 2020, and was tardy for classes between August 31 and September 18, 2020.

154. As a result of her absenteeism, tardiness, and failure to provide classroom coverage when she was absent or tardy, on October 12, 2020,

Respondent received a verbal reprimand, which is a form of discipline under the District's corrective action policy.

155. On June 1, 2021, Williams and Toliver met with Respondent to address their concerns about her failure to follow District or school policies, including using instructional time for non-instructional matters, repeated absence and tardiness to meetings, failure to follow the District's on-campus mask requirement, failure to work the required number of hours pursuant to her employment contract, and failure to prevent her students from being disruptive during administration of the Florida standardized assessments.

156. During this meeting, Toliver informed Respondent regarding his expectations for her instructional and non-instructional performance for the 2021-22 school year, and further informed her that her PDP, which had 58 remaining days, would be reactivated in the 2021-22 school year, and that she would have a peer reviewer assigned to assist in improving her performance.

The 2021-22 School Year

157. The District used the regular 23-element FTEM teacher performance evaluation system for the 2021-22 school year.

158. For the 2021-22 school year, the final teacher evaluation score scale was as follows: between 3.4 and 4.0 constituted a "highly effective" rating; between 2.5 and 3.399 constituted "effective"; between 2.0 and 2.499 constituted "needs improvement"; and between 1.0 and 1.999 constituted "unsatisfactory."

159. Because Respondent was suspended and terminated[5] in February 2022, before the end of the school year, as discussed below, her student performance, deliberate practice, and final teacher performance evaluation scores were not calculated.

[5] Pursuant to sections 1012.33 and 120.57(1), Respondent's suspension and termination were subject to the outcome of this de novo administrative challenge to the School Board's agency action.

160. However, because her instructional practice performance was being evaluated pursuant to her PDP, an instructional practice score was calculated for her.

161. As with previous school years, the instructional practice score scale for the 2021-22 school year was as follows: between 3.4 and 4.0 constituted a "highly effective" rating; between 2.5 and 3.399 constituted "effective"; between 2.0 and 2.499 constituted "needs improvement;" and between 1.0 and 1.999 constituted "unsatisfactory."

162. For the 2021-22 year, Respondent earned an instructional practice score of 2.056, which constituted a "needs improvement" rating.

163. Toliver, Williams, and McWhorter evaluated Respondent's instructional practice for the school year. As found above, all were trained and credentialed in administering the District's teacher evaluation system.

164. On September 27, 2021, Williams conducted an informal evaluation of Respondent's teaching. He observed some of the same performance deficiencies that he previously had observed with respect to Respondent—specifically, that a significant number of the students were not engaged in the lesson, and, instead, were engaged in other activities; and that there was no evidence that Respondent had used data to determine the proficiency level of her students, so that she was unable to teach to their level in order to meet their instructional needs.

165. On September 30, 2021, Toliver notified Respondent that he remained concerned regarding her instructional performance. At that time, her instructional performance score, which had been carried over from the 2020-21 school year, was 2.038, which constituted a "needs improvement" rating.

166. Toliver informed Respondent that even though she had 58 days remaining on the PDP on which she had been placed in the 2019-20 school year, he was restarting her 90-day probationary period, and she would be given a full 90 days, starting on September 30, 2021, in which to meet the

standards and requirements established in a newly-drafted PDP ("2021-22 PDP"). Thus, rather than having only 58 remaining days to improve her instructional practice, she was given a new 90-day period to do so—effectively giving her a net of 32 additional days to improve her instructional practice.

167. Respondent's 2021-22 PDP was very similar to her previous PDP. The domains in which Respondent was identified as deficient were Standards-Based Planning, Standards-Based Instruction, and Conditions for Learning. The strategies identified in the 2021-22 PDP for improvement, corrections, and assistance were updated to reflect that Colson would again serve as her peer reviewer; and that Tawanna Rowe, the math department head, would serve as her instructional coach.

168. Respondent did not agree that she should be placed back on probation and another PDP put in place to monitor her instructional practice; however, she participated in the development of the 2021-22 PDP.

169. Respondent was evaluated several times during the 90-day probationary period.

170. On October 18, 2021, Williams conducted a formal evaluation of Respondent's teaching. Respondent continued to be deficient in the three domains identified in the 2021-22 PDP.

171. With respect to the Standards-Based Planning domain, Williams rated Respondent as "needed" for planning to close the achievement gap, and "emergent" for planning Standards-Based lessons/units. Specific observations included Respondent's failure to align an identified learning target to the grade-level adopted standards, and failure to provide or articulate any data used to close the performance gap and meet the needs of each student.

172. With respect to the Standards-Based Instruction domain, Williams rated Respondent as "emergent" for identifying critical content based on the standards; helping students practice skills, strategies, and processes; and reviewing content. Specific observations included Respondent's failure to identify a learning goal that was aligned to grade-level standards, failure to

use a progression of Standards-Based learning targets to accurately identify and convey critical content during the lesson, failure to effectively engage students in cumulative review of the content, and failure to provide opportunities for students to practice the content being taught.

173. With respect to the Conditions for Learning domain, Williams rated Respondent as "needed" for using formative assessments to track student progress, and establishing and adhering to rules and procedures. She was rated as "emergent" for organizing students to interact with content. Specific observations included Respondent's failure to have a process to facilitate the tracking of student progress on learning targets, lack of organization in establishing student groups for instruction, and failure to post classroom rules and procedures to facilitate learning.

174. On November 17, 2021, Toliver conducted a PDP mid-point meeting with Respondent, Williams, and the District's evaluation coordinator, Vanessa Pelusso. At that point in the implementation of Respondent's 2021-22 PDP, her instructional practice score was 1.959, an "unsatisfactory" rating.

175. Respondent disagreed with the data marks on which her instructional practice score was based. She was reminded of the procedure set forth in the Broward Teachers Union Educational Professionals Contract to challenge observation scores with which she disagreed. Specifically, the teacher may provide evidence that he or she deserves a higher data mark, and if such evidence is persuasive, the administrator is authorized to change the data mark. If the administrator refuses to change the data mark, and the teacher maintains that he or she deserves a higher data mark, the teacher may appeal to the District's Evaluations Department and/or to the BTU. Respondent did not challenge these data marks pursuant to this procedure.

176. Toliver conducted an informal observation of Respondent on December 7, 2021, and met with her on December 16, 2021, to discuss his

continuing concerns regarding her deficient performance in the three domains addressed in her 2021-22 PDP.

177. With respect to the Standards-Based Planning domain, Toliver rated Respondent as "emergent" for planning to close the achievement gap. He noted that during the lesson he observed, Respondent attempted to use data from a quiz ostensibly given to the students, but failed to provide any evidence that such a quiz was actually ever administered, or how the data generated from the quiz was used to meet the needs of individual students, in order to close the achievement gap.

178. With respect to the Standards-Based Instruction domain, Toliver rated Respondent as "needed" for reviewing content and helping students examine their reasoning. He rated her as "emergent" for identifying critical content based on the standards, and using questions to help students elaborate on content. Specific observations included Respondent's failure to review content during the lesson to help the students understand the content being taught, ineffective use of questioning to help students understand or elaborate on the content being taught, failure to identify critical content using a progression of Standards-Based learning targets, and failure to assist students with their logic and reasoning in the lesson being taught.

179. With respect to the Conditions for Learning domain, Toliver rated Respondent as "emergent" for using engagement strategies and establishing and acknowledging adherence to rules and procedures. Specific observations included lack of engagement by the students, lack of clear direction by Respondent to help students complete the activity, and failure to establish classroom rules and procedures in order to facilitate students' cooperative work on the lesson.

180. On January 13, 2022, Toliver met with Respondent to review her progress on her 2021-22 PDP. At that time, her instructional practice score was a 2.036, a "needs improvement" rating. Toliver reviewed the PDP with

Respondent, Williams, Pelusso, and others in attendance, including the BTU field representative. No changes were made to the PDP.

181. At that time, Respondent was informed that if she finished the PDP with a "less than effective"—i.e., an "unsatisfactory" or "needs improvement"—instructional practice rating, the administration may recommend to the Superintendent that she be terminated from her employment. She also would be given the option to resign instead of being terminated.

182. On January 19, 2022, McWhorter conducted a formal observation of Respondent and once again found her deficient in the three domains that were the subject of her 2021-22 PDP.

183. With respect to the Standards-Based Planning domain, McWhorter rated Respondent as "emergent" for planning to close the achievement gap. McWhorter noted that during the lesson she observed, Respondent failed to use data to identify and plan to meet the needs of each student.

184. With respect to the Standards-Based Instruction domain, McWhorter rated Respondent as "emergent" for using questions to help students elaborate on content, reviewing content, and helping students examine their reasoning. Specific observations included Respondent's failure to use increasingly complex questioning to help students examine their reasoning; failure to highlight the cumulative nature of the content being reviewed; and failure to afford the students the opportunity to elaborate on, and demonstrate their understanding of, the content being taught.

185. With respect to the Conditions for Learning domain, McWhorter rated Respondent as "needed" for organizing students to interact with content and using engagement strategies. She rated Respondent as "emergent" for using formative assessments to track progress, establishing and acknowledging adherence to rules and procedures, and communicating high expectations for each student to close the achievement gap. Specific observations included the ineffective use of formative assessments to

facilitate tracking student progress; failure to relate content learned to one or more learning targets; failure to use conversation, help, activity, movement, and participation (so-called "CHAMPS") strategies to engage students in the lesson; failure to redirect students who were off-task; and failure to exhibit high expectations for all students to achieve academic success.

186. As previously noted, Rowe was the math department head at Crystal Lake in the 2021-22 school year. She served as Respondent's instructional coach for that year. Rowe testified, credibly, that Respondent had significant difficulty in managing her classroom, and that her students frequently left the classroom and entered other classrooms, including hers, while they were supposed to be in Respondent's classroom. She also testified, credibly, that she suggested a range of teaching strategies to Respondent, but that Respondent did not implement them.

187. Colson served as Respondent's peer reviewer for the 2021-22 school year. Colson testified, credibly, that Respondent often failed to attend performance assistance meetings that they had scheduled, and that when she (Colson) suggested teaching strategies to Respondent, her response was that she already was implementing those strategies.

C. Termination of Respondent's Employment

188. On February 2, 2022, Toliver met with Respondent and others, including the BTU field representative, to conclude Respondent's 2021-22 PDP.

189. At that time, Respondent was informed that she had earned an instructional practice score of 2.056, which was a "needs improvement" rating. Toliver informed Respondent that he was recommending to the Superintendent that she be terminated from her employment as a teacher.

190. At the final hearing, Toliver testified that he decided to terminate Respondent because she was not meeting the needs of her students and had not done so since the 2016-17 school year. She had been given extensive assistance, but her teaching skills and performance did not improve.

191. Williams, who was her direct supervisor for four years, testified that Respondent was not a successful teacher because she had poor classroom management skills, which deprived her students of the opportunity to learn in her class.

192. On February 14, 2022, the Superintendent was notified regarding Toliver's recommendation that Respondent be terminated from her employment as a teacher.

193. The Superintendent concurred in this recommendation and notified Respondent, by letter dated February 26, 2022, that she would recommend to the School Board that Respondent's employment as a teacher with the District be terminated.

194. The School Board took action on March 15, 2022, to terminate Respondent's employment as a teacher with the District.

D. Respondent's Defense

195. Respondent testified that she was always open to assistance and receptive to new ideas and strategies, and that she did employ the instructional strategies that were suggested by her instructional coaches and peer reviewers.

196. She contended that the data marks she received in the observations conducted in the 2016-17 through 2021-22 school years did not accurately reflect her instructional practice proficiency.

197. She also contended that, notwithstanding her efforts to improve her instructional performance, the administrators in charge of evaluating her had preconceived notions about her ability to teach and improve, so that the outcome of her 90-day probation and final instructional practice score for her 2021-22 PDP had already been determined.

198. The competent, substantial, and persuasive evidence does not support Respondent's contentions that her evaluation scores were not accurate, or that the Crystal Lake administrators did not fairly evaluate her instructional practice because they wanted to terminate her.

199. To the contrary, the instructional practice data marks and corresponding written observations regarding Respondent's instructional practice, earned over the nearly six-year period of evaluations at issue in this proceeding, were made by different administrators, and were remarkably consistent from school year to school year.

200. Additionally, had Crystal Lake administrators already determined that they wanted to terminate her employment, they could have placed her on 90-day probation and a PDP at or near the beginning of the 2020-21 school year, immediately after she had earned three consecutive years of "needs improvement" ratings for the 2016-17, 2017-18, and 2018-19 school years. However, they did not do so, and, instead, gave her an additional few months—with additional observations—before determining that her instructional practice was not improving, despite ongoing assistance from instructional coaches, peer reviewers, and the administrators themselves.

201. Further, in the 2021-22 school year, Toliver could simply have resumed Respondent's PDP from the 2019-20 school year, which would have given her only 58 remaining days in which to improve her instructional practice performance. However, to give Respondent additional opportunity to improve, Toliver restarted the 90-day probationary period and prepared a new PDP for her—which, as discussed above, effectively gave her a new set of observations, with corresponding data marks, toward her instructional practice score, and an additional 32 days in which to improve her instructional practice skills.

202. For these reasons, Respondent's contentions are not persuasive.

IV. Findings of Ultimate Fact

203. Whether an offense constitutes a violation of applicable statutes, rules, and policies is a question of ultimate fact to be determined by the trier of fact in the context of each violation. *McKinney v. Castor*, 667 So. 2d 387, 389 (Fla. 1st DCA 1995)(whether particular conduct violates a statute, rule, or policy is a factual question); *Langston v. Jamerson*, 653 So. 2d 489, 491

(Fla. 1st DCA 1995)(whether the conduct, as found, constitutes a violation of statutes, rules, or policies is a question of ultimate fact); *Holmes v. Turlington*, 480 So. 2d 150, 153 (Fla. 1st DCA 1985)(whether there was a deviation from a standard of conduct is not a conclusion of law, but is instead an ultimate fact).

204. Here, the competent, substantial, and persuasive evidence establishes that, pursuant to the District's instructional employee evaluation system—which was developed and adopted pursuant to section 1012.34 and Florida Administrative Code Rule 6A-5.030—Respondent earned three consecutive annual performance evaluation ratings of "needs improvement." As specifically found above, Respondent earned annual performance evaluation ratings of "needs improvement" in the 2016-17, 2017-18, and 2018-19 school years; an "unsatisfactory" instructional performance rating in the 2019-20 school year; a "needs improvement" rating for the 2020-21 school year; and a "needs improvement" instructional practice rating for the 2021-22 school year. These ratings constitute a basis, under section 1012.33(1)(a), to terminate Respondent's employment.

205. Additionally, the competent substantial evidence establishes that Respondent engaged in conduct that violated rule 6A-5.056, which defines and describes conduct that constitutes just cause for termination of employment.

206. Specifically, Respondent engaged in conduct that constitutes misconduct in office, pursuant to rule 6A-5.056(2).

207. Respondent violated the Principals of Professional Conduct for the Education Profession in Florida, codified at Florida Administrative Code rule 6A-10.081, by failing to adequately and effectively manage her classroom. As such, she failed to make a reasonable effort to protect her students from conditions harmful to their physical and mental health and/or safety, in violation of rules 6A-10.081(2)(a)1. and 6A-5.056(2)(b).

208. Additionally, in making a derogatory personal remark to a female student who had asked for permission to go to the restroom, she exposed that student to unnecessary embarrassment, in violation of rules 6A-10.081(2)(a)5. and 6A-5.056(2)(b).

209. By failing to adequately manage her classroom and her students' behavior, Respondent engaged in conduct that resulted in classroom conditions that disrupted her students' learning environment, in violation of rule 6A-5.056(2)(d).

210. By failing to adequately plan and effectively present instruction to her students, Respondent engaged in behavior that reduced her ability to effectively perform her teaching duties, in violation of rule 6A-5.056(2)(e).

211. Additionally, due to Respondent's failure to adequately manage her classroom, her students frequently were noisy and disruptive to other classes. As such, Respondent's conduct reduced the ability of her colleagues to effectively perform their teaching duties, in violation of rule 6A-5.056(2)(e).

212. Respondent also failed to effectively discharge her teaching duties, in violation of rule 6A-5.056(3). Additionally, she often failed to appropriately communicate with her students' parents, in violation of rule 6A-5.056(3)(a)1. and 3.

213. Additionally, due to her inadequate classroom management skills, her classroom was disorganized to such an extent that the welfare of her students was diminished, in violation of rule 6A-5.056(3)(a)4.

214. Respondent also was frequently, and excessively, absent from, or tardy to, school, in violation of rule 6A-5.056(3)(a)5.

215. Respondent's conduct in failing to adequately and timely plan, and prepare lesson plans, for effective delivery of instruction to her students constituted an intentional failure to carry out her required duties, in violation of rule 6A-5.056(5).

216. As a result of having violated rules 6A-5.056 and 6A-10.081, Respondent also violated School Board Policy 4008, which requires

instructional personnel to comply with the Principles of Professional Conduct of the Education Profession in Florida and conform to all rules prescribed by the State Board of Education.

CONCLUSIONS OF LAW

I. Jurisdiction, Burden of Proof, and Standard of Proof

217. DOAH has jurisdiction over the parties to, and subject matter of, this proceeding, pursuant to sections 120.569 and 120.57(1).

218. Because Petitioner seeks to take penal action against Respondent by terminating her employment, it bears the ultimate burden of proof to establish that Respondent committed the conduct alleged in the Administrative Complaint; that the alleged conduct violates the statutes, rules, and policies cited in the Administrative Complaint; and that the violation of these statutes, rules, and policies constitutes just cause to suspend Respondent and terminate her employment with the District. *Dileo v. Sch. Bd. of Dade Cnty.*, 569 So. 2d 883 (Fla. 3d DCA 1990). *See Balino v. Dep't of HRS*, 348 So. 2d 349, 350 (Fla. 1st DCA 1977)(unless provided otherwise by statute, the burden of proof is on the party asserting the affirmative of the issue).

219. The standard of proof applicable to this proceeding is the preponderance, or greater weight, of the evidence. *McNeill v. Pinellas Cnty. Sch. Bd.*, 678 So. 2d 476, 477 (Fla. 2d DCA 1996); *Dileo*, 569 So. 2d at 884.

II. Applicable Statutes, Rules, and School Board Policies

220. Section 1012.33 states, in pertinent part:

> (1)(a) Each person employed as a member of the instructional staff in any district school system shall be properly certified pursuant to s. 1012.56 or s. 1012.57 or employed pursuant to s. 1012.39 and shall be entitled to and shall receive a written contract as specified in this section. All such contracts, except continuing contracts as specified in subsection (4), shall contain provisions for

> dismissal during the term of the contract only for just cause. Just cause includes, but is not limited to, the following instances, as defined by rule of the State Board of Education: immorality, misconduct in office, incompetency, two consecutive annual performance evaluation ratings of unsatisfactory under s. 1012.34, two annual performance evaluation ratings of unsatisfactory within a 3-year period under s. 1012.34, three consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and unsatisfactory under s. 1012.34, gross insubordination, willful neglect of duty, or being convicted or found guilty of, or entering a plea of guilty to, regardless of adjudication of guilt, any crime involving moral turpitude.
>
> * * *
>
> (3) A professional service contract shall be renewed each year unless:
>
> (a) The district school superintendent, after receiving the recommendations required by s. 1012.34, charges the employee with unsatisfactory performance and notifies the employee of performance deficiencies as required by s. 1012.34; or
>
> (b) The employee receives two consecutive annual performance evaluation ratings of unsatisfactory under s. 1012.34, two annual performance evaluation ratings of unsatisfactory within a 3-year period under s. 1012.34, or three consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and unsatisfactory under s. 1012.34.

221. Section 1012.34[6] requires school districts to establish instructional personnel evaluation systems, and identifies the specific matters, including

[6] In the time period from 2016 to 2021, section 1012.34 was amended once, in 2017; however, that amendment did not affect the provisions of that statute pertinent to this proceeding. Accordingly, the 2021 version of the statute is cited as the applicable version in this case.

procedures and performance evaluation criteria, which must be addressed by those evaluation systems.

222. Section 1012.34(4) sets forth the procedure regarding placing an instructional employee on a 90-day performance probation and providing assistance to the employee to help them correct their performance deficiencies within the probationary period. That statute also sets forth the process for terminating an employee who fails to correct performance deficiencies within the probationary period.

223. Section 1012.53 states:

> (1) The primary duty of instructional personnel is to work diligently and faithfully to help students meet or exceed annual learning goals, to meet state and local achievement requirements, and to master the skills required to graduate from high school prepared for postsecondary education and work. This duty applies to instructional personnel whether they teach or function in a support role.
>
> (2) Members of the instructional staff of the public schools shall perform duties prescribed by rules of the district school board. The rules shall include, but are not limited to, rules relating to a teacher's duty to help students master challenging standards and meet all state and local requirements for achievement; teaching efficiently and faithfully, using prescribed materials and methods, including technology-based instruction; recordkeeping; and fulfilling the terms of any contract, unless released from the contract by the district school board.

224. Pursuant to section 1012.34(8), the State Board of Education has adopted rules, codified at rule 6A-5.030, to implement the instructional personnel evaluation system requirements identified in section 1012.34. Among other things, this rule chapter establishes the specific evaluation system requirements, criteria, and procedures. Pursuant to section 1012.34 and rule 6A-5.030, the District adopted an instructional personnel evaluation system, and it was applied to evaluate Respondent's teaching performance.

225. Additionally, the State Board of Education has adopted rule 6A-5.056, defining conduct that affords just cause for dismissal from employment. The rule states, in pertinent part:

> "Just cause" means cause that is legally sufficient. Each of the charges upon which just cause for a dismissal action against specified school personnel may be pursued are set forth in Sections 1012.33 and 1012.335, F.S. In fulfillment of these laws, the basis for each such charge is hereby defined:
>
> * * *
>
> (2) "Misconduct in Office" means one or more of the following:
>
> (a) A violation of the Code of Ethics of the Education Profession in Florida as adopted in Rule 6A-10.080, F.A.C.;[7]
>
> (b) A violation of the Principles of Professional Conduct for the Education Profession in Florida as adopted in Rule 6A-10.081, F.A.C.;
>
> (c) A violation of the adopted school board rules;
>
> (d) Behavior that disrupts the student's learning environment; or
>
> (e) Behavior that reduces the teacher's ability or his or her colleagues' ability to effectively perform duties.
>
> (3) "Incompetency" means the inability, failure or lack of fitness to discharge the required duty as a result of inefficiency or incapacity.
>
> (a) "Inefficiency" means one or more of the following:
>
> 1. Failure to perform duties prescribed by law;

[7] In 2016, this rule was repealed, and its provisions were transferred to rule 6A-10.081.

2. Failure to communicate appropriately with and relate to students;

3. Failure to communicate appropriately with and relate to colleagues, administrators, subordinates, or parents;

4. Disorganization of his or her classroom to such an extent that the health, safety or welfare of the students is diminished; or

5. Excessive absences or tardiness.

* * *

(5) "Willful neglect of duty" means intentional or reckless failure to carry out required duties.

226. Rule 6A-10.081, the Principles of Professional Conduct for the Education Profession in Florida, states, in pertinent part:

(2) Florida educators shall comply with the following disciplinary principles. Violation of any of these principles shall subject the individual to revocation or suspension of the individual educator's certificate, or the other penalties as provided by law.

(a) Obligation to the student requires that the individual:

1. Shall make reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety.

227. School Board Policy 4008, in pertinent part, states the following:

B. DUTIES OF INSTRUCTIONAL PERSONNEL

The members of instructional staff shall perform the following functions:

> 1. Comply with the Code of Ethics and the Principles of Professional Conduct of the Education Profession in Florida.
>
> * * *
>
> 8. Conform to all rules and regulations that may be prescribed by the State Board and by the School Board.

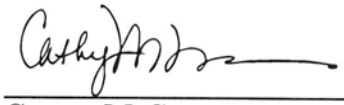
III. Conclusions Regarding Just Cause

228. Based on the foregoing Findings of Fact, including the Findings of Ultimate Fact, and pursuant to the applicable statutes and rules set forth above, it is concluded that just cause exists, pursuant to section 1012.33(1) and (3) and rule 6A-5.065(2), (3), and (5) to terminate Respondent's employment as a teacher with the District.

RECOMMENDATION

Based on the foregoing Findings of Fact and Conclusions of Law, it is RECOMMENDED that the Broward County School Board enter a final order terminating Respondent's employment as a teacher.

DONE AND ENTERED this 7th day of November, 2023, in Tallahassee, Leon County, Florida.



CATHY M. SELLERS
Administrative Law Judge
1230 Apalachee Parkway
Tallahassee, Florida 32399-3060
(850) 488-9675
www.doah.state.fl.us

Filed with the Clerk of the
Division of Administrative Hearings
this 7th day of November, 2023.

COPIES FURNISHED:

Robert F. McKee, Esquire
(eServed)

Ayla Arshad, Esquire
(eServed)

Dr. Peter B. Licata, Superintendent
(eServed)

Andrew King, General Counsel
(eServed)

Denise Marie Heekin, Esquire
(eServed)

Brittany M. Fox, Esquire
(eServed)

Manny Diaz, Jr., Commissioner of Education
(eServed)

NOTICE OF RIGHT TO SUBMIT EXCEPTIONS

All parties have the right to submit written exceptions within 15 days from the date of this Recommended Order. Any exceptions to this Recommended Order should be filed with the agency that will issue the Final Order in this case.

Status: REVISED

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	C. Chief of Staff/Office of Superintendent
DEPARTMENT:	Talent Acquisition & Operations (Non-Instructional Staffing)

Agenda Item Number:	C-2.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE: **Proposed 2024-2025 School/Personnel Calendar ADDITIONAL INFORMATION**

REQUESTED ACTION: **Approve the School Board of Broward County, Florida Proposed 2024-2025 School/Personnel Calendar. District-wide.**

RATIONALE:

EXHIBITS:

- Additional Information Memo
- Memo to Revise

FINANCIAL IMPACT:

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

School Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Phone:
Name:	Phone:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

David Azzarito, Chief People Officer

Signature

David Azzarito, Chief People Officer

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23

PBL/VSW

Established 1915
BROWARD
County Public Schools

OFFICE OF THE SUPERINTENDENT
DR. PETER B. LICATA
SUPERINTENDENT OF SCHOOLS

PHONE: 754-321-2600 **FAX:** 754-321-2701 **EMAIL:** superintendent@browardschools.com

DATE: January 12, 2024

TO: School Board Members

FROM: Valerie S. Wanza, Ph. D.
Deputy Superintendent, Chief of Staff

VIA: Dr. Peter B. Licata
Superintendent of Schools

SUBJECT: **ADDITIONAL INFORMATION FOR C-2, PROPOSED 2024-2025 SCHOOL/PERSONNEL CALENDAR, FOR THE JANUARY 23, 2024, REGULAR SCHOOL BOARD MEETING**

Attached is additional information regarding C-2, Proposed 2024-2025 School/Personnel Calendar for the January 23, 2024, Regular School Board Meeting.

At the Tuesday, December 12, 2023, School Board Meeting, the Board discussed the 2024-2025 Proposed School Calendar and approved the following two (2) motions:

1. Motion was made to repurpose the Early Release Days to full instructional days.
2. Motion was made to return to the Calendar Committee with the Board's recommendation to have teachers start school on August 5, 2024, students starting school on August 12, 2024, and the first semester ending before the winter break.

Subsequently, staff diligently took the necessary measures to align with the motions and is now seeking approval from the School Board for the 2024-2025 Proposed School Calendar.

Following Board Approval of the 2024-2025 School/Personnel Calendar, staff, in conjunction with the Superintendent's Calendar Committee, will develop the corresponding 2024-2025 Personnel Calendars and Summer Term Calendars 2024-2025 for Community Schools and Technical Colleges. It is anticipated these calendars will be presented for Board Approval no later than March 2024.

PBL/VSW/DMA: mar

c: Senior Leadership Team

For more information, please contact:

Name: Dr. Valerie S. Wanza
Title: Deputy Superintendent, Chief of Staff
Phone: 754-321-2650

EXECUTIVE SUMMARY

Proposed 2024-2025 School/Personnel Calendar

Board Meeting Date: January 23, 2024

Requested Action

Approve the School Board of Broward County, Florida Proposed 2024-2025 School/Personnel Calendar.

Impact if the Board Voted Yes or No

If the Board votes "Yes": The 2024-2025 Proposed School/Personnel Calendar will be approved, and staff will develop the 2024-2025 Personnel Calendars.

If the Board votes "No": The 2024-2025 Proposed School/Personnel Calendar will not be approved, and staff will not be able to initiate the development of the 2024-2025 Personnel Calendars to meet the March deadline date per School Board Policy 6001.

Background/History

At the Tuesday, December 12, 2023, School Board Meeting, the Board discussed the 2024-2025 Proposed School Calendar and approved the following two (2) motions:

1. Motion was made to repurpose the Early Release Days to full instructional days.
2. Motion was made to return to the Calendar Committee with the Board's recommendation to have teachers start school on August 5, 2024, students starting school on August 12, 2024, and the first semester ending before the winter break.

Subsequently, the District's Chief Negotiator met with the President of the Broward Teachers Union (BTU). While the BTU President did not support the removal of the Early Release Days for the 2024-2025 Calendar Development Cycle, the BTU President is open to this change being negotiated during the 2025-2026 Calendar Development Cycle, which begins in April 2024.

Additionally, the Calendar Committee Chair met with the Superintendent's Calendar Committee. The committee was not opposed to the recommendations made by the School Board. However, much of the discussion spoke to honoring the stakeholder feedback received during the calendar development cycle, which was presented at the December 12, 2023, School Board Meeting. Overall, the committee supports

consideration for removal of the Early Release Days, an earlier school start, and ending the first semester prior to the winter break with the 2025-2026 School Calendar.

Staff did prepare a calendar with the School Board's recommendation to have teachers start on August 5, 2024, and students starting school on August 12, 2024. However, since the Early Release Days cannot be removed due to specific language in the current collective bargaining agreement with the BTU, the recommendation to end the first semester prior to winter break is not possible. **(Exhibit A)**

Delineated below is background information previously provided regarding the initial proposed calendar option.

At the Tuesday, November 28, 2023, School Board Workshop, staff outlined the Calendar Development Process and presented two (2) 2024-2025 Proposed School/Personnel Calendar options. As a result of the information presented, inclusive of feedback from various stakeholder groups through the Superintendent's Calendar Committee, survey data results from ***41,152 responses***, and feedback from School Board members, Option #2 - (Monday School Start) was presented for approval at the Tuesday, December 12, 2023, School Board Meeting.

Illustrated below are the survey results that demonstrate majority support of ***Proposed Calendar Option #2 – Monday School Start***:

Group	Option #1 Count	Option #1 Percent	Option #2 Count	Option #2 Percent	Total
Community Member	202	46%	239	54%	441
District Staff	414	40%	610	60%	1024
Parent	12370	41%	17655	59%	30025
Principal/Assistant Principal	166	52%	156	48%	322
School Based Staff	862	42%	1187	58%	2049
Student	898	55%	722	45%	1620
Teacher	2782	49%	2889	51%	5671
Grand Total	**17694**	**43%**	**23458**	**57%**	**41152**

Key Highlights of Calendar Option #2 – Monday School Start includes:

- School Starts on Monday, August 19, 2024.
- A Balanced Semester Breakdown: 89 School Days/91 School Days.
- Thanksgiving Break; Monday, November 25, 2024, through Friday, November 29, 2024.
    - Students/Teachers return on Monday, December 2, 2024.
- "A Day of Service and Love": Friday, February 14, 2025.
- Spring Break: Monday, March 24, 2025 – Friday, March 28, 2025.
    - Students return on Tuesday, April 1, 2025.

Following Board approval of the 2024-2025 School/Personnel Calendar, staff, in conjunction with the Superintendent's Calendar Committee, will develop the corresponding 2024-2025 Personnel Calendars and Summer Term Calendars 2024-2025 for Community Schools and Technical Colleges. It is anticipated these calendars will be presented for Board approval no later than March 2024.

Alignment to 2027 Goals and Guardrails

Goal 1- Early Literacy Proficiency Goal, Goal 2 – Algebra Proficiency, Goal 3 – Science Proficiency, and Goal 4 – College & Career Readiness/Acceleration

Measurable Outcome(s)/Return on Investment

The proposed school calendar ensures 100% that the District will satisfy the bona fide instructional time requirements, pursuant to Section 1003.436(1), Florida State Statue.

Financial Impact

There is no additional financial impact to the District.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Calendar for 196 Day School/Personnel

School Year 2024 - 2025

Proposed Calendar Option #2 - Monday School Start

This calendar is established for personnel who are paid for 196 days which includes six (6) paid holidays. The employees earn ten (10) days of sick leave based on Florida State Statute 1012.61 of one (1) day per month of their calendar.

89 Day (44/45 Semester / 91 Day (42/49) Semester School Year Configuration

July, 2024
0 Work Days School 0

Mon	Tue	Wed	Thu	Fri
1	2	3	• 4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

First Day of School — First Day Teachers

August, 2024
15 Work Days School 10

Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
◀12▲	13▲	14▲	15▲	16▲
▼19	20	21	22	23
26	27	28	29	30

September, 2024
20 Work Days School 20

Mon	Tue	Wed	Thu	Fri
2 ■	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

End 1st 9 weeks

October, 2024
22 Work Days School 21

Mon	Tue	Wed	Thu	Fri
	1	2	• 3	4
7	8	9	10	11
14	15	16	17	18
21 ER	22▲	23	24	25
28	29	30	31	

November, 2024
15 Work Days School 14

Mon	Tue	Wed	Thu	Fri
				1
4	5▲	6	7	8
11■	12	13	14	15
18	19	20	21	22
25•	26•	27•	28■	29•

December, 2024
15 Work Days School 15

Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23•	24•	25•	26•	27•
30•	31•			

End 2nd 9 weeks

January, 2025
19 Work Days School 18

Mon	Tue	Wed	Thu	Fri
		1■	2 •	3 •
6	7	8	9	10
13	14	15	16 ER	17▲
20•	21	22	23	24
27	28	29	30	31

February, 2025
19 Work Days School 19

Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14 ER
17■	18	19	20	21
24	25	26	27	28

End 3rd 9 weeks

March, 2025
15 Work Days School 14

Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20 ER	21▲
24•	25•	26•	27•	28•
31•				

April, 2025
21 Work Days School 21

Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18•
21	22	23	24	25
28	29	30		

May, 2025
21 Work Days School 21

Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23 ER
26■	27	28	29	30

Last Day of School — Last Day Teachers

June, 2025
8 Work Days School 7

Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	ER 10	▲11▶	12	13
16	17	18	19	20
23	24	25	26	27
30				

Thanksgiving Holiday – Monday, November 25, 2024 through Friday, November 29, 2024.
School Winter Break - Monday, December 23, 2024 through Friday, January 3, 2025. Students return Monday, January 6, 2025.
Early Release Day - Friday, February 14, 2025, *"A Day of Service and Love"*
School Spring Break - Monday, March 24, 2025 through Friday, March 28, 2025. Students return Tuesday, April 1, 2025.
FTE Survey 2 – October 7 - 11, 2024 FTE Survey 3 – February 3 - 7, 2025

Codes Used on Calendar

◀	Begin 196 Day Personnel
▶	Last Day 196 Day Personnel
•	Day Off
■	Paid Holiday
▲	Teacher Planning
ER	Early Release
	FTE Week

Hurricane Make-Up Days: 10/21/24, 1/16/25, 3/20/25, 5/23/25, 6/10/25

Note: When Schools & Administrative Offices are closed, "Black-Out-Days" are identified by The Division of Teaching & Learning and extracurricular activities will be restricted or will not occur.

2024-2025 School Calendar - SYNOPSIS

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

First Quarter

Monday, August 12, 2024	Employee Planning - 1
Tuesday, August 13, 2024	Employee Planning - 2
Wednesday, August 14, 2024	Employee Planning - 3
Thursday, August 15, 2024	Employee Planning - 4
Friday, August 16, 2024	Employee Planning - 5
Monday, August 19, 2024	Start 1st Quarter - (44 Days)
Monday, September 2, 2024	Holiday - 1
Monday, October 3, 2024	Day Off
Friday, October 4, 2024	*Interim Reports Issued
Monday, October 7, 2024	FTE Survey 2
Tuesday, October 8, 2024	FTE Survey 2
Wednesday, October 9, 2024	FTE Survey 2
Thursday, October 10, 2024	FTE Survey 2
Friday, October 11, 2024	FTE Survey 2
Monday, October 21, 2024	Early Release - 1
Tuesday, October 22, 2024	Employee Planning - 6

Second Quarter

Wednesday, October 23, 2024	Start 2nd Quarter (45 Days)
Tuesday, November 5, 2024	Employee Planning - 7
Monday, November 11, 2024	Holiday - 2
Tuesday, November 12, 2024	*Report Cards Issued for First Quarter
Monday, November 25, 2024	Day Off
Tuesday, November 26, 2024	Day Off
Wednesday, November 27, 2024	Day Off
Thursday, November 28, 2024	Holiday - 3
Friday, November 29, 2024	Day Off
Tuesday, December 3, 2024	*Interim Reports Issued
Monday, December 23, 2024	Day Off
Tuesday, December 24, 2024	Day Off
Wednesday, December 25, 2024	Day Off
Thursday, December 26, 2024	Day Off
Friday, December 27, 2024	Day Off
Monday, December 30, 2024	Day Off
Tuesday, December 31, 2024	Day Off
Wednesday, January 1, 2025	Holiday - 4
Thursday, January 2, 2025	Day Off
Friday, January 3, 2025	Day Off
Thursday, January 16, 2025	Early Release - 2
Friday, January 17, 2025	Employee Planning - 8
Monday, January 20, 2025	Day Off

Third Quarter

Tuesday, January 21, 2025	Start 3rd Quarter (42 Days)
Monday, February 3, 2025	FTE Survey 3
Tuesday, February 4, 2025	FTE Survey 3
Wednesday, February 5, 2025	FTE Survey 3
Thursday, February 6, 2025	FTE Survey 3
Friday, February 7, 2025	FTE Survey 3
Friday, February 7, 2025	*Report Cards Issued for Second Quarter
Friday, February 14, 2025	Early Release - 3
Monday, February 17, 2025	Holiday - 5
Tuesday, February 18, 2025	*Interim Reports Issued
Thursday, March 20, 2025	Early Release - 4
Friday, March 21, 2025	Employee Planning - 9
Monday, March 24, 2025	Day Off
Tuesday, March 25, 2025	Day Off
Wednesday, March 26, 2025	Day Off
Thursday, March 27, 2025	Day Off
Friday, March 28, 2025	Day Off
Monday, March 31, 2025	Day Off

Fourth Quarter

Tuesday, April 1, 2025	Start 4th Quarter (49 Days)
Tuesday, April 15, 2025	*Report Cards Issued for Third Quarter
Friday, April 18, 2025	Day Off
Tuesday, May 6, 2025	*Interim Reports Issued
Friday, May 23, 2025	Early Release - 5
Monday, May 26, 2025	Holiday - 6
Tuesday, June 10, 2025	Early Release - 6
Tuesday, June 10, 2025	Last Day of School
Wednesday, June 11, 2025	Employee Planning - 10
Monday, June 30, 2025	*Report Cards Issued for Fourth Quarter

***Distribution dates for Interim Reports/Report Cards may be subject to change, and stakeholders will be promptly notified of any updates.**

Note: When Schools & Administrative Offices are closed, "Black-Out-Days"are identified by The Division of Teaching & Learning and extracurricular activities will be restricted or will not occur.

2024-2025 Proposed School Calendar Options

Presented by:
David Azzarito, Chief People Officer
Eric M. Chisem, Director, Talent Acquisition & Operations (Non-Instructional)

Established 1915
BROWARD
County Public Schools

Introduction

Policy No. 6001

SCHOOL CALENDAR

"The Superintendent and/or his/her designated representatives shall prepare a tentative School Calendar which shall be submitted to the Board for adoption any time prior to the regular March Meeting."

Purpose

Annually, staff presents Proposed School Calendar Options to the School Board for consideration of one (1) school calendar. The school calendar will be Board approved in December. Subsequently, the Board will approve all Employee Work Calendars in March of the following year.

2022-2027 STRATEGIC PLAN Goal

1. Early Literacy Proficiency Goal
2. Algebra Proficiency
3. Science Proficiency
4. College & Career Readiness/Acceleration

Guardrail

2: Equity

4: Accountability

Request of School Board

Review the two (2) Proposed Calendar Options for the 2024 – 2025 School Year and recommend the Superintendent seek Board approval for one (1) School Calendar option in December.

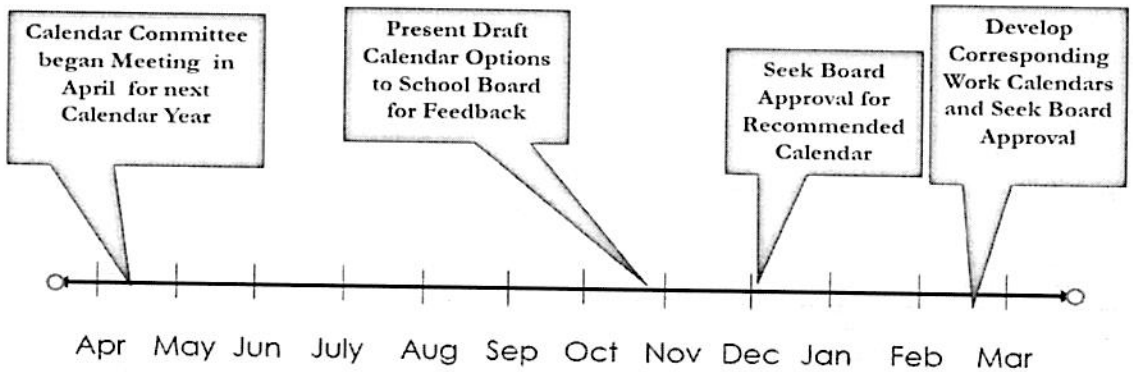
Financial Impact: There is no financial impact for policy development, adoption or review.

Superintendent's Calendar Committee

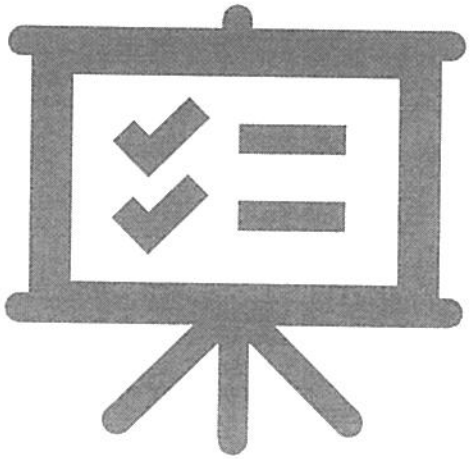
The Superintendent's Calendar Committee is appointed by the Superintendent. The Superintendent's Calendar Committee is responsible for the annual development of school calendars. Proposed school calendar options are developed as a result of input from various stakeholder groups, including, but not limited to, advisory councils (district, area, student), teacher/employee unions, employee program staff, human relations & diversity groups, etc. These groups are included to secure additional feedback from all other stakeholders. The school calendar must meet legislative and contractual requirements, such as Florida State Laws and Rules, providing required days/hours of instruction, and meeting the requirements of employee collective bargaining agreements.

Annually, the school calendar development process begins in April, where the calendar committee meets to discuss calendar options for the following school year. During this time, the committee members are informed of the process, share information with their respective stakeholder groups, and receive feedback to share during the development process meetings. Traditionally, calendar options are presented to School Board Members for discussion in October/November, and subsequently, a recommended calendar option is submitted to the school board in December. Once the school calendar option is approved by the School Board in December, the calendar committee reconvenes to develop the remaining employee work group calendars.

Calendar Development Timeline



State Laws and Rules



- **Section 1011.60(2), F.S.** requires that schools operate for 180 actual teaching days or the equivalent on an hourly basis in order to participate in the Florida Education Finance Program.

- **1001.42 Powers and Duties of District School Board** 3(f) Opening and closing of schools; fixing uniform date. Adopt policies for the opening and closing of schools and fix uniform dates; however, the opening date for schools in district may not be earlier than August 10 of each year.

- **Rule 6A-1.045111, Florida Administrative Code (F.A.C.),** specifies that hourly equivalent as not less than 720 net instructional hours for kindergarten through grade 3 and not less than 900 hours for grades 4 through 12.

90 Day (45/45 Semester / 90 Day (44/46) Semester School Year Configuration

July, 2024
0 Work Days School 0

Mon	Tue	Wed	Thu	Fri
1	2	3	● 4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

August, 2024
First Day of School; First Day Teachers
18 Work Days School 13

Mon	Tue	Wed	Thu	Fri
			1	2
5	6	◀ 7 ▲	8 ▲	9 ▲
12 ▲	13 ▲	14	15	16
19	20	21	22	23
26	27	28	29	30

September, 2024
20 Work Days School 20

Mon	Tue	Wed	Thu	Fri
2 ■	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

October, 2024
End 1st 9 weeks
22 Work Days School 21

Mon	Tue	Wed	Thu	Fri
	1	2	● 3	4
7	8	9	10	11
14	15	16	17 ⊡	18 ▲
21	22	23	24	25
28	29	30	31	

November, 2024
15 Work Days School 14

Mon	Tue	Wed	Thu	Fri
				1
4	5 ▲	6	7	8
11 ■	12	13	14	15
18	19	20	21	22
25 ●	26 ●	27 ●	28 ■	29 ●

December, 2024
15 Work Days School 15

Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23 ●	24 ●	25 ●	26 ●	27 ●
30 ●	31 ●			

January, 2025
End 2nd 9 weeks
19 Work Days School 18

Mon	Tue	Wed	Thu	Fri
		1 ■	2 ●	3 ●
6	7	8	9	10
13	14 ⊡	15 ▲	16	17
20 ●	21	22	23	24
27	28	29	30	31

February, 2025
19 Work Days School 19

Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14 ⊡
17 ■	18	19	20	21
24	25	26	27	28

March, 2025
End 3rd 9 weeks
15 Work Days School 14

Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	◀ 20 ⊡	21 ▲
24 ●	25 ●	26 ●	27 ●	28 ●
31 ●				

April, 2025
21 Work Days School 21

Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18 ●
21	22	23	24	25
28	29	30		

May, 2025
21 Work Days School 21

Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23 ⊡
26 ■	27	28	29	30

June, 2025
Last Day of School; Last Day Teachers
5 Work Days School 4

Mon	Tue	Wed	Thu	Fri
2	3	4	⊡ 5	▲ 6 ▶
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

Please Note: Semester exams will occur prior to Winter Break.

School Calendar Option 1
Wednesday School Start

Wednesday School Start (August 14, 2024)

Thanksgiving Break

- Monday, November 25, 2024, through Friday, November 29, 2024.

School Winter Break

- School Winter Break - Monday, December 23, 2024, through Friday, January 3, 2025
- Students/Teachers return Monday, January 6, 2025.

First Semester

- Semester ends after the Winter Break with seven (7) Instructional days remaining.

Early Release Day

- Monday, February 14, 2025, *"A Day of Service and Love."*

School Spring Break

- Monday, March 24, 2025, through Friday, March 28, 2025.
- Students return Tuesday, April 1, 2025.

Semester Exams will occur prior to Winter Break.

Option 1

89 Day (44/45 Semester / 91 Day (42/49) Semester School Year Configuration

July, 2024
0 Work Days School 0

Mon	Tue	Wed	Thu	Fri
1	2	3	● 4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

August, 2024
First Day of School — First Day Teachers
15 Work Days School 10

Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
◀12▲	13▲	14▲	15▲	16▲
▼19	20	21	22	23
26	27	28	29	30

September, 2024
20 Work Days School 20

Mon	Tue	Wed	Thu	Fri
2■	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

October, 2024
End 1st 9 weeks
22 Work Days School 21

Mon	Tue	Wed	Thu	Fri
	1	2	● 3	4
7	8	9	10	11
14	15	16	17	18
21 ▯	22▲	23	24	25
28	29	30	31	

November, 2024
15 Work Days School 14

Mon	Tue	Wed	Thu	Fri
				1
4	5▲	6	7	8
11■	12	13	14	15
18	19	20	21	22
25●	26●	27●	28■	29●

December, 2024
15 Work Days School 15

Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23●	24●	25●	26●	27●
30●	31●			

January, 2025
End 2nd 9 weeks
19 Work Days School 18

Mon	Tue	Wed	Thu	Fri
		1■	2 ●	3 ●
6	7	8	9	10
13	14	15	16 ▯	17▲
20 ●	21	22	23	24
27	28	29	30	31

February, 2025
19 Work Days School 19

Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14 ▯
17■	18	19	20	21
24	25	26	27	28

March, 2025
End 3rd 9 weeks
15 Work Days School 14

Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20 ▯	21▲
24●	25●	26●	27●	28●
31●				

April, 2025
21 Work Days School 21

Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18●
21	22	23	24	25
28	29	30		

May, 2025
21 Work Days School 21

Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23 ▯
26■	27	28	29	30

June, 2025
Last Day of School — Last Day Teachers
8 Work Days School 7

Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	▯ 10	▲11▶	12	13
16	17	18	19	20
23	24	25	26	27
30				

Please Note: Semester exams will occur prior to Winter Break.

School Calendar Option 2
Monday School Start

Monday School Start (August 19, 2024)

- Mirrors the current 2023-2024 School Calendar start.

Thanksgiving Break

- Monday, November 25, 2024, through Friday, November 29, 2024.

School Winter Break

- School Winter Break - Monday, December 23, 2024, through Friday, January 3, 2025
- Students/Teachers return Monday, January 6, 2024.

First Semester

- Semester ends after the Winter Break with nine (9) Instructional days remaining.

Early Release Day

- Monday, February 14, 2025, *"A Day of Service and Love."*

School Spring Break

- Monday, March 24, 2025, through Friday, March 28, 2025.
- Students return Tuesday, April 1, 2025.

Semester Exams will occur prior to Winter Break.

Option 2

Common Features of Calendar Options

- Winter Break: Monday, December 23, 2024 through Friday, January 3, 2025.
- Student Exams will occur prior to the Winter Break.
- Students return Monday, January 6, 2025.
- Spring Break: Monday, March 24, 2025 through Friday, March 28, 2025.
- Students return Tuesday, April 1, 2025

Stakeholder Responses (by Participant Group)

Stakeholder Responses from Survey: Approximately 45,000 Responses

Survey Window: (October 11 – 20, 2023)

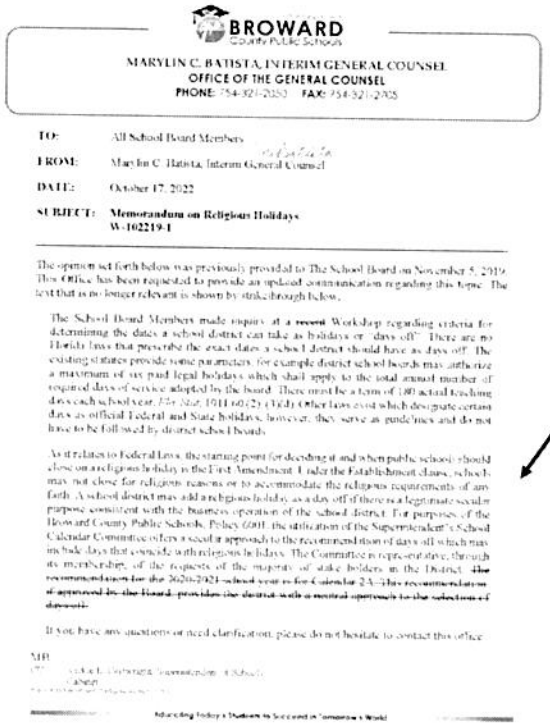
	Option #1 (Wednesday Start)		Option #2 (Monday Start)		
Participant Group	**Count**	**Percent**	**Count**	**Percent**	**Total**
Community Member	202	**46%**	239	**54%**	441
District Staff	414	**40%**	610	**60%**	1,024
Parent	12,370	**41%**	17,655	**59%**	30,025
Principal/ Assistant Principal	166	**52%**	156	**48%**	322
School-Based Staff	862	**42%**	1,187	**58%**	2,049
Student	898	**55%**	722	**45%**	1,620
Teacher	2,782	**49%**	2,889	**51%**	5,671
Total	**17,694**	**43%**	**23,458**	**57%**	**41,152**

Superintendent Calendar Committee Representatives

Committee Representative	Option #1 Wednesday Start	Option #2 Monday Start
Central Area Advisory		X
Equity, Diversity & School Climate	X	
ESE Advisory		X
Food & Nutritional Services		X
North Area Advisory Council	X	
PTA/PTSA		X
Student Advisory	X	

Note: Data obtained from Calendar Committee Members/Representatives. As of: 10/30/23

Legal Opinion – "as a day off"



BROWARD County Public Schools

MARYLIN C. BATISTA, INTERIM GENERAL COUNSEL
OFFICE OF THE GENERAL COUNSEL
PHONE: 754-321-2050 FAX: 754-321-2705

TO: All School Board Members

FROM: Marylin C. Batista, Interim General Counsel

DATE: October 17, 2022

SUBJECT: **Memorandum on Religious Holidays**
W-102219-1

The opinion set forth below was previously provided to The School Board on November 5, 2019. This Office has been requested to provide an updated communication regarding this topic. The text that is no longer relevant is shown by strike-through below.

The School Board Members made inquiry at a ~~recent~~ Workshop regarding criteria for determining the dates a school district can take as holidays or "days off". There are no Florida laws that prescribe the exact dates a school District should have as days off. The existing statutes provide some parameters, for example district school boards may authorize a maximum of six paid legal holidays which shall apply to the total annual number of required days of service adopted by the board. There must be a term of 180 actual teaching days each school year. *F.S. Sec. 1011.60(2)* (Ed.) Other laws exist which designate certain days as official Federal and State holidays, however, they serve as guidelines and do not have to be followed by district school boards.

As it relates to Federal Laws, the starting point for deciding if and when public schools should close on a religious holiday is the First Amendment. Under the Establishment clause, schools may not close for religious reasons or to accommodate the religious requirements of any faith. A school district may add a religious holiday as a day off if there is a legitimate secular purpose consistent with the business operation of the school district. For purposes of the Broward County Public Schools, Policy 6001, the ratification of the Superintendent's School Calendar Committee offers a secular approach to the recommendation of days off which may include days that coincide with religious holidays. The Committee is representative, through its membership, of the requests of the majority of stake holders in the District. ~~The recommendation for the 2020-2021 school year is for Calendar 2A. This recommendation, if approved by the Board, provides the district with a neutral approach to the selection of days off.~~

If you have any questions or need clarification, please do not hesitate to contact this office.

MB
cc: [illegible]
[illegible]

Advancing Today's Students to Succeed in Tomorrow's World

As it relates to Federal laws, the starting point for deciding if and when public schools should close on a religious holiday is the First Amendment. Under the Establishment clause, schools may not close for religious reasons or to accommodate the religious requirements of any faith. A school district may add a religious holiday as a day off if there is a legitimate secular purpose consistent with the business operation of the school district.

Designated days off Per Collective Bargaining Agreements

Holidays Outlined in the Collective Bargaining Agreement (CBA)				
Note: BTU-EP (Teachers) do not prescribe specific days in the contract – language indicates the following (Article 27-1): The 196 days of service shall include six (6) paid holidays for employees. Negotiations under this section shall not prevent the Board from establishing and acting on dates necessary for the opening or closing of all schools in the district and for the conduct of all necessary activities related thereto...				
BTU – ESP *ART. 10-1* *Six (6) paid holidays* *196*	*FOPE – CLERICAL* *ART. 19-8* *Seven (7) paid holidays*	*FOPE – CLERICAL* *ART. 19-8* *Four (4) paid holidays* *247/248/*251*	*FOPE – MAINTENANCE, FACILITIES SERVICE, TRANSPORTATION, SECURITY SPECIALISTS AND CAMPUS MONITORS* *ART. 14-1* *Eight (8) paid holidays* *192/199/189*	*FOPE – FOOD SERVICE* *ART. 5-1* *Nine (9) paid holidays* *189*
Labor Day Veterans Day Thanksgiving Day New Year's Day Presidents' Day Memorial Day	Labor Day Veterans Day Thanksgiving Day Day After Thanksgiving New Year's Day Presidents' Day Memorial Day	Thanksgiving Day Day After Thanksgiving Christmas Day New Year's Day *COPA (3 additional) Labor Day Veterans Day Martin Luther King, Jr. Day	Labor Day Veterans Day Thanksgiving Day Christmas Day Martin Luther King, Jr. Day New Year's Day Presidents' Day Memorial Day	Labor Day Veterans Day Thanksgiving Day Day After Thanksgiving First weekday of the Winter Break New Year's Day Martin Luther King Day Presidents' Day Memorial Day

Main Holidays

- ❑ Labor Day
- ❑ Veterans Day
- ❑ Thanksgiving Day
- ❑ Christmas Day
- ❑ New Year's Day
- ❑ Martin Luther King Jr. Day
- ❑ Presidents' Day
- ❑ Memorial Day

Q & A

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Daniel P. Foganholi
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Peter Licata
Superintendent of Schools

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or email eeo@browardschools.com.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or email eeo@browardschools.com.

browardschools.com

6001

SCHOOL CALENDAR

THE SUPERINTENDENT AND/OR HIS/HER DESIGNATED REPRESENTATIVES SHALL PREPARE A TENTATIVE SCHOOL CALENDAR WHICH SHALL BE SUBMITTED TO THE BOARD FOR ADOPTION AT ANY TIME PRIOR TO THE REGULAR MARCH MEETING.

AUTHORITY: F.S. 230.22 (1)(2)
POLICY ADOPTED: 2/12/70
POLICY READOPTED: 9/5/74

Exhibit A

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Calendar for 196 Day School/Personnel — School Year 2024 - 2025

Proposed Calendar - Monday School Start

This calendar is established for personnel who are paid for 196 days which includes six (6) paid holidays. The employees earn ten (10) days of sick leave based on Florida State Statute 1012.61 of one (1) day per month of their calendar.

89 Day (44/45 Semester / 91 Day (47/44) Semester School Year Configuration

July, 2024 — 0 Work Days — School 0

Mon	Tue	Wed	Thu	Fri
1	2	3	• 4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

First Day of School

August, 2024 — 20 Work Days — School 15

First Day Teachers

Mon	Tue	Wed	Thu	Fri
			1	2
◂ 5 ▲	6 ▲	7 ▲	8 ▲	9 ▲
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

September, 2024 — 20 Work Days — School 20

Mon	Tue	Wed	Thu	Fri
2 ■	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

End 1st 9 weeks

October, 2024 — 22 Work Days — School 21

Mon	Tue	Wed	Thu	Fri
	1	2	• 3	4
7	8	9	10	11
14 IR	15▲	16	17	18
21	22	23	24	25
28	29	30	31	

November, 2024 — 15 Work Days — School 14

Mon	Tue	Wed	Thu	Fri
				1
4	5 ▲	6	7	8
11 ■	12	13	14	15
18	19	20	21	22
25 •	26 •	27 •	28 ■	29 •

December, 2024 — 15 Work Days — School 15

Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23 •	24 •	25 •	26 •	27 •
30 •	31 •			

End 2nd 9 weeks

January, 2025 — 19 Work Days — School 18

Mon	Tue	Wed	Thu	Fri
		1 ■	2 •	3 •
6	7	8	9 IR	10▲
13	14	15	16	17
20 •	21	22	23	24
27	28	29	30	31

February, 2025 — 19 Work Days — School 19

Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14 IR
17 ■	18	19	20	21
24	25	26	27	28

End 3rd 9 weeks

March, 2025 — 15 Work Days — School 14

Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20 IR	21▲
24 •	25 •	26 •	27 •	28 •
31 •				

April, 2025 — 21 Work Days — School 21

Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18 •
21	22	23	24	25
28	29	30		

May, 2025 — 21 Work Days — School 21

Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23 IR
26 ■	27	28	29	30

Last Day of School

Last Day Teachers

June, 2025 — 3 Work Days — School 2

Mon	Tue	Wed	Thu	Fri
2	3 IR	▲ 4 ▸	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

Please Note: Semester exams will occur prior to Winter Break.

Thanksgiving Holiday – Monday, November 25, 2024 through Friday, November 29, 2024.

School Winter Break - Monday, December 23, 2024 through Friday, January 3, 2025. Students return Monday, January 6, 2025.

Early Release Day - Friday, February 14, 2025, *"A Day of Service and Love"*

School Spring Break - Monday, March 24, 2025 through Friday, March 28, 2025. Students return Tuesday, April 1, 2025.

FTE Survey 2 – October 7 - 11, 2024 FTE Survey 3 – February 3 - 7, 2025

Codes Used on Calendar

◂	Begin 196 Day Personnel
▸	Last Day 196 Day Personnel
•	Day Off
■	Paid Holiday
▲	Teacher Planning
IR	Early Release
	FTE Week

Hurricane Make-Up Days: 10/14/24, 1/9/25, 3/20/25, 5/23/25, 6/3/25

Note: When Schools & Administrative Offices are closed, "Black-Out-Days" are identified by The Division of Teaching & Learning and extracurricular activities will be restricted or will not occur.

2024-2025 School Calendar - SYNOPSIS (Exhibit A)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

First Quarter

Monday, August 5, 2024	Employee Planning - 1
Tuesday, August 6, 2024	Employee Planning - 2
Wednesday, August 7, 2024	Employee Planning - 3
Thursday, August 8, 2024	Employee Planning - 4
Friday, August 9, 2024	Employee Planning - 5
Monday, August 12, 2024	Start 1st Quarter - (44 Days)
Monday, September 2, 2024	Holiday - 1
Monday, October 3, 2024	Day Off
Friday, September 27, 2024	*Interim Reports Issued
Monday, October 7, 2024	FTE Survey 2
Tuesday, October 8, 2024	FTE Survey 2
Wednesday, October 9, 2024	FTE Survey 2
Thursday, October 10, 2024	FTE Survey 2
Friday, October 11, 2024	FTE Survey 2
Monday, October 14, 2024	Early Release - 1
Tuesday, October 15, 2024	Employee Planning - 6

Second Quarter

Wednesday, October 16, 2024	Start 2nd Quarter (45 Days)
Tuesday, November 5, 2024	Employee Planning - 7
Tuesday, November 5, 2024	*Report Cards Issued for First Quarter
Monday, November 11, 2024	Holiday - 2
Friday, November 22, 2024	*Interim Reports Issued
Monday, November 25, 2024	Day Off
Tuesday, November 26, 2024	Day Off
Wednesday, November 27, 2024	Day Off
Thursday, November 28, 2024	Holiday - 3
Friday, November 29, 2024	Day Off
Monday, December 23, 2024	Day Off
Tuesday, December 24, 2024	Day Off
Wednesday, December 25, 2024	Day Off
Thursday, December 26, 2024	Day Off
Friday, December 27, 2024	Day Off
Monday, December 30, 2024	Day Off
Tuesday, December 31, 2024	Day Off
Wednesday, January 1, 2025	Holiday - 4
Thursday, January 2, 2025	Day Off
Friday, January 3, 2025	Day Off
Thursday, January 9, 2025	Early Release - 2
Friday, January 10, 2025	Employee Planning - 8

Third Quarter

Monday, January 13, 2025	Start 3rd Quarter (47 Days)
Monday, January 20, 2025	Day Off
Friday, January 31, 2025	*Report Cards Issued for Second Quarter
Monday, February 3, 2025	FTE Survey 3
Tuesday, February 4, 2025	FTE Survey 3
Wednesday, February 5, 2025	FTE Survey 3
Thursday, February 6, 2025	FTE Survey 3
Friday, February 7, 2025	FTE Survey 3
Tuesday, February 11, 2025	*Interim Reports Issued
Friday, February 14, 2025	Early Release - 3
Monday, February 17, 2025	Holiday - 5
Thursday, March 20, 2025	Early Release - 4
Friday, March 21, 2025	Employee Planning - 9
Monday, March 24, 2025	Day Off
Tuesday, March 25, 2025	Day Off
Wednesday, March 26, 2025	Day Off
Thursday, March 27, 2025	Day Off
Friday, March 28, 2025	Day Off
Monday, March 31, 2025	Day Off

Fourth Quarter

Tuesday, April 1, 2025	Start 4th Quarter (44 Days)
Tuesday, April 8, 2025	*Report Cards Issued for Third Quarter
Friday, April 18, 2025	Day Off
Tuesday, April 29, 2025	*Interim Reports Issued
Friday, May 16, 2025	Early Release - 5
Monday, May 26, 2025	Holiday - 6
Tuesday, June 3, 2025	Early Release - 6
Tuesday, June 3, 2025	Last Day of School
Wednesday, June 4, 2025	Employee Planning - 10
Monday, June 30, 2025	*Report Cards Issued for Fourth Quarter

***Distribution dates for Interim Reports/Report Cards may be subject to change, and stakeholders will be promptly notified of any updates.**

Note: When Schools & Administrative Offices are closed, "Black-Out-Days"are identified by The Division of Teaching & Learning and extracurricular activities will be restricted or will not occur.

Established 1915
BROWARD
County Public Schools

OFFICE OF THE SUPERINTENDENT
DR. PETER B. LICATA
SUPERINTENDENT OF SCHOOLS

PHONE: 754-321-2600 **FAX:** 754-321-2701 **EMAIL:** superintendent@browardschools.com

January 19, 2024

TO: School Board Members

FROM: Valerie S. Wanza, Ph. D.
Deputy Superintendent, Chief of Staff

VIA: Dr. Peter B. Licata
Superintendent of Schools

SUBJECT: **REQUEST TO REVISE C-2, PROPOSED 2024-2025 SCHOOL/PERSONNEL CALENDAR, FOR THE JANUARY 23, 2024, REGULAR SCHOOL BOARD MEETING**

Due to a scrivener's error, attached is a revision for C-2, Proposed 2024-2025 School/Personnel Calendar for the January 23, 2024, Regular School Board Meeting.

- Option 2 Synopsis, the 'Day Off' scheduled for October 3, 2024, was corrected from Monday to Thursday.
- Exhibit A Synopsis, the 'Day Off' scheduled for October 3, 2024, was corrected from Monday to Thursday; and the 'Early Release – 5' date was corrected to accurately reflect Friday, May 23, 2025, vs Friday, May 16, 2025.

PBL/VSW/DMA: mar

c: Senior Leadership Team

REVISED

2024-2025 School Calendar - SYNOPSIS

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

First Quarter

Monday, August 12, 2024	Employee Planning - 1
Tuesday, August 13, 2024	Employee Planning - 2
Wednesday, August 14, 2024	Employee Planning - 3
Thursday, August 15, 2024	Employee Planning - 4
Friday, August 16, 2024	Employee Planning - 5
Monday, August 19, 2024	Start 1st Quarter - (44 Days)
Monday, September 2, 2024	Holiday - 1
Thursday, ~~Monday,~~ October 3, 2024	Day Off
Friday, October 4, 2024	*Interim Reports Issued
Monday, October 7, 2024	FTE Survey 2
Tuesday, October 8, 2024	FTE Survey 2
Wednesday, October 9, 2024	FTE Survey 2
Thursday, October 10, 2024	FTE Survey 2
Friday, October 11, 2024	FTE Survey 2
Monday, October 21, 2024	Early Release - 1
Tuesday, October 22, 2024	Employee Planning - 6

Second Quarter

Wednesday, October 23, 2024	Start 2nd Quarter (45 Days)
Tuesday, November 5, 2024	Employee Planning - 7
Monday, November 11, 2024	Holiday - 2
Tuesday, November 12, 2024	*Report Cards Issued for First Quarter
Monday, November 25, 2024	Day Off
Tuesday, November 26, 2024	Day Off
Wednesday, November 27, 2024	Day Off
Thursday, November 28, 2024	Holiday - 3
Friday, November 29, 2024	Day Off
Tuesday, December 3, 2024	*Interim Reports Issued
Monday, December 23, 2024	Day Off
Tuesday, December 24, 2024	Day Off
Wednesday, December 25, 2024	Day Off
Thursday, December 26, 2024	Day Off
Friday, December 27, 2024	Day Off
Monday, December 30, 2024	Day Off
Tuesday, December 31, 2024	Day Off
Wednesday, January 1, 2025	Holiday - 4
Thursday, January 2, 2025	Day Off
Friday, January 3, 2025	Day Off
Thursday, January 16, 2025	Early Release - 2
Friday, January 17, 2025	Employee Planning - 8
Monday, January 20, 2025	Day Off

Third Quarter

Tuesday, January 21, 2025	Start 3rd Quarter (42 Days)
Monday, February 3, 2025	FTE Survey 3
Tuesday, February 4, 2025	FTE Survey 3
Wednesday, February 5, 2025	FTE Survey 3
Thursday, February 6, 2025	FTE Survey 3
Friday, February 7, 2025	FTE Survey 3
Friday, February 7, 2025	*Report Cards Issued for Second Quarter
Friday, February 14, 2025	Early Release - 3
Monday, February 17, 2025	Holiday - 5
Tuesday, February 18, 2025	*Interim Reports Issued
Thursday, March 20, 2025	Early Release - 4
Friday, March 21, 2025	Employee Planning - 9
Monday, March 24, 2025	Day Off
Tuesday, March 25, 2025	Day Off
Wednesday, March 26, 2025	Day Off
Thursday, March 27, 2025	Day Off
Friday, March 28, 2025	Day Off
Monday, March 31, 2025	Day Off

Fourth Quarter

Tuesday, April 1, 2025	Start 4th Quarter (49 Days)
Tuesday, April 15, 2025	*Report Cards Issued for Third Quarter
Friday, April 18, 2025	Day Off
Tuesday, May 6, 2025	*Interim Reports Issued
Friday, May 23, 2025	Early Release - 5
Monday, May 26, 2025	Holiday - 6
Tuesday, June 10, 2025	Early Release - 6
Tuesday, June 11, 2024	Last Day of School
Wednesday, June 11, 2025	Employee Planning - 10
Monday, June 30, 2025	*Report Cards Issued for Fourth Quarter

***Distribution dates for Interim Reports/Report Cards may be subject to change, and stakeholders will be promptly notified of any updates.**

Note: When Schools & Administrative Offices are closed, "Black-Out-Days"are identified by The Division of Teaching & Learning and extracurricular activities will be restricted or will not occur.

REVISED

2024-2025 School Calendar - SYNOPSIS (Exhibit A)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

First Quarter	
Monday, August 5, 2024	Employee Planning - 1
Tuesday, August 6, 2024	Employee Planning - 2
Wednesday, August 7, 2024	Employee Planning - 3
Thursday, August 8, 2024	Employee Planning - 4
Friday, August 9, 2024	Employee Planning - 5
Monday, August 12, 2024	Start 1st Quarter - (44 Days)
Monday, September 2, 2024	Holiday - 1
Thursday, ~~Monday,~~ October 3, 2024	Day Off
Friday, September 27, 2024	*Interim Reports Issued
Monday, October 7, 2024	FTE Survey 2
Tuesday, October 8, 2024	FTE Survey 2
Wednesday, October 9, 2024	FTE Survey 2
Thursday, October 10, 2024	FTE Survey 2
Friday, October 11, 2024	FTE Survey 2
Monday, October 14, 2024	Early Release - 1
Tuesday, October 15, 2024	Employee Planning - 6
Second Quarter	
Wednesday, October 16, 2024	Start 2nd Quarter (45 Days)
Tuesday, November 5, 2024	Employee Planning - 7
Tuesday, November 5, 2024	*Report Cards Issued for First Quarter
Monday, November 11, 2024	Holiday - 2
Friday, November 22, 2024	*Interim Reports Issued
Monday, November 25, 2024	Day Off
Tuesday, November 26, 2024	Day Off
Wednesday, November 27, 2024	Day Off
Thursday, November 28, 2024	Holiday - 3
Friday, November 29, 2024	Day Off
Monday, December 23, 2024	Day Off
Tuesday, December 24, 2024	Day Off
Wednesday, December 25, 2024	Day Off
Thursday, December 26, 2024	Day Off
Friday, December 27, 2024	Day Off
Monday, December 30, 2024	Day Off
Tuesday, December 31, 2024	Day Off
Wednesday, January 1, 2025	Holiday - 4
Thursday, January 2, 2025	Day Off
Friday, January 3, 2025	Day Off
Thursday, January 9, 2025	Early Release - 2
Friday, January 10, 2025	Employee Planning - 8
Third Quarter	
Monday, January 13, 2025	Start 3rd Quarter (47 Days)
Monday, January 20, 2025	Day Off
Friday, January 31, 2025	*Report Cards Issued for Second Quarter
Monday, February 3, 2025	FTE Survey 3
Tuesday, February 4, 2025	FTE Survey 3
Wednesday, February 5, 2025	FTE Survey 3
Thursday, February 6, 2025	FTE Survey 3
Friday, February 7, 2025	FTE Survey 3
Tuesday, February 11, 2025	*Interim Reports Issued
Friday, February 14, 2025	Early Release - 3
Monday, February 17, 2025	Holiday - 5
Thursday, March 20, 2025	Early Release - 4
Friday, March 21, 2025	Employee Planning - 9
Monday, March 24, 2025	Day Off
Tuesday, March 25, 2025	Day Off
Wednesday, March 26, 2025	Day Off
Thursday, March 27, 2025	Day Off
Friday, March 28, 2025	Day Off
Monday, March 31, 2025	Day Off
Fourth Quarter	
Tuesday, April 1, 2025	Start 4th Quarter (44 Days)
Tuesday, April 8, 2025	*Report Cards Issued for Third Quarter
Friday, April 18, 2025	Day Off
Tuesday, April 29, 2025	*Interim Reports Issued
Friday, May ~~16~~ 23, 2025	Early Release - 5
Monday, May 26, 2025	Holiday - 6
Tuesday, June 3, 2025	Early Release - 6
Tuesday, June 3, 2025	Last Day of School
Wednesday, June 4, 2025	Employee Planning - 10
Monday, June 30, 2025	*Report Cards Issued for Fourth Quarter

***Distribution dates for Interim Reports/Report Cards may be subject to change, and stakeholders will be promptly notified of any updates.**

Note: When Schools & Administrative Offices are closed, "Black-Out-Days"are identified by The Division of Teaching & Learning and extracurricular activities will be restricted or will not occur.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	E. Safety, Security, & Emergency Preparedness
DEPARTMENT:	Special Investigative Unit

Agenda Item Number:	E-1.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE: **Motorola Radio Loaner Agreement**

REQUESTED ACTION: **Approve the Motorola Radio Loaner Agreement between Gregory Tony, as Sheriff of Broward County, Florida and The School Board of Broward County, Florida (SBBC) District-Wide.**

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
This Agreement has been reviewed and approved as to form and legal content by the Office of General Counsel.

EXHIBITS:

- Executive Summary
- Agreement

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Safety **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Jaime Alberti	Phone:	754-321-2655
Name:	Craig Kowalski	Phone:	754-321-0720

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Jaime Alberti, Chief Safety & Security Officer

Signature

Jaime Alberti, Chief Safety & Security Officer

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23

PBL/VSW

For more information, please contact:
Name: Jaime Alberti
Title: Chief, Safety, Security & Emergency Preparedness
Phone: 754-321-2655

EXECUTIVE SUMMARY
Recommendation to Approve
Motorola Radio Loaner Agreement

Board Meeting Date: January 23, 2024

Requested Action
Approve the Motorola Radio Loaner Agreement between Gregory Tony, as Sheriff of Broward County, Florida ("BSO") and The School Board of Broward County, Florida ("SBBC") District-Wide that commences upon the date of SBBC's signature of the Agreement and expires on September 30, 2024, with the option to extend the Agreement term for four (4) additional one (1) year periods.

What would the impact be if the Board voted "yes" or "no"?
If Yes: Allows the Special Investigative Unit to utilize up to thirty (30) public safety portable radios and associated equipment, on loan from BSO, to transmit and receive criminal justice information and maintain continuous communication with the County Regional Communications Center. This Agreement would also temporarily relieve the need of access and use of up to thirty (30) District radios.
If No: The Special Investigative Unit will lose immediate access to critical public safety communications.

Background/History
The Motorola Radio Loaner Agreement allows SBBC to utilize public safety radios to transmit and receive criminal justice information and maintain continuous communication with the County Regional Communications Center. This Agreement would temporarily relieve the need of access and use of up to thirty (30) District radios. Funding for the radios is not readily available and the need is immediate.

Alignment to 2027 Goals and Guardrails
This item aligns with Guardrail 1: Safety. The Superintendent may not allow a breach of safety policies and procedures that result in an increase in threatening or unsafe circumstances for students and staff.

Measurable Outcome(s)/Return on Investment
Continued operational functions within the Special Investigative Unit.

Financial Impact
There is no financial impact.

MOTOROLA RADIO LOANER AGREEMENT

THIS AGREEMENT is made and entered into by and between Gregory Tony, as Sheriff of Broward County, Florida, a constitutional officer whose principal place of business is 2601 West Broward Boulevard, Fort Lauderdale, Florida 33311 ("BSO" or "SHERIFF"), and The School Board of Broward County, Florida, a body corporate and political subdivision of the State of Florida whose principal place of business is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301 ("SBBC").

WHEREAS, the SBBC is in temporary need of immediate access and use of up to thirty (30) Motorola APX6000 AN portable radios for use by SBBC's Law Enforcement Unit (SBBC Police) and the school guardians pursuant to Florida Statutes that they employ and manage; and

WHEREAS, the BSO is willing to loan said equipment to SBBC conditioned upon the terms and conditions recited herein in this Agreement; and

NOW THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term.** The term of this Agreement commences upon the date of the last signature below ("Effective Date") through September 30, 2024. This Agreement may be extended for four (4) additional one (1) year terms through written Amendment of this Agreement that is approved by both parties.

3. **BSO Responsibilities.**

(a) Loan of Motorola Radios. The BSO will loan SBBC, for SBBC's own use, up to thirty (30) Motorola APX6000 AN portable radios and associated equipment (battery chargers, batteries, earpieces, belt caring cases, etc.) herein referred to collectively as "Motorola Radios" and itemized on **Exhibit A** attached hereto. Said **Exhibit A** may be updated by and between the parties at any time by way of a written amendment to this Agreement that is approved by both parties.

(b) Programing of Motorola Radios. The programing and reprograming of each Motorola Radio shall be completed by BSO.

4. **SBBC Responsibilities.**

(a) SBBC will comply with all applicable federal Bureau of Investigation (FBI) Criminal Justice Information Security Policies (CJIS) when operating said Motorola Radios and transmitting or receiving any Criminal Justice Information (CJI), as defined by the FBI, over said Motorola Radios.

(b) SBBC will maintain the Motorola Radios and store them in a secure location when not in use. SBBC will replace Motorola Radios that it damages or loses at SBBC's own expense and report such loss or damage to BSO within two (2) business days of such loss or damage. The risk of loss and/or damage to the Motorola Radios during the shipment, delivery, acceptance, use and return of the Motorola Radios is exclusively burdened by the SBBC, unless the Motorola Radios have a defect. If the Motorola Radios are defective, then SBBC will notify BSO of the defect within a reasonable period of time after discovery of the defect; and BSO will replace the defective Motorola Radio(s) with non-defective Motorola Radio(s). BSO may inspect the Motorola Radios at any time upon a three (3) day advance notice to SBBC, and SBBC shall make said Motorola Radios available for inspection to BSO at BSO's designated location.

5. **Point of Contact.**

(a) BSO's point of contact for all matters pertaining to the Motorola Radios during office hours and after hours are: IT Supervisor John Bukata (954) 358-7060 John_BukataJr@sheriff.org & Secondary/Backup– Captain Jeremy Hansen (954) 650-3617 Jeremy_Hansen@sheriff.org or their successors.

(b) SBBC's point of contact for all matters pertaining to the Motorola Radios during office hours and after hours are: Primary contact: Lieutenant Caridad Vesco (954) 931-0681, caridad.vesco@browardschools.com or successor. Back up Lieutenant: Kevin Nosowicz (954) 931-5286, kevin.nosowicz@browardschools.com or successor.

6. **No Cost.** There shall be no charges, fees, compensation or monetary cost charged by BSO to SBBC for SBBC to receive and use the Motorola Radios.

7. **No Warranty.** EXCEPT AS EXPRESSLY STATED HEREIN, IN THIS AGREEMENT, SHERIFF DISCLAIMS AND EXCLUDES FROM THIS AGREEMENT ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, STATUTORY WARRANTIES, EXPRESS WARRANTIES, AND ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS TO THE MOTOROLA RADIOS. SHERIFF EXPRESSLY DISCLAIMS ANY OBLIGATION OR LIABILITY FOR ANY INJURIES, BODILY HARM, OR DAMAGES OF ANY TYPE, INCLUDING, BUT NOT LIMITED TO, ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES, ALL LOSS, DAMAGE OR EXPENSE ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR SBBC USE OF THE MOTOROLA RADIOS AND/OR THE MOTOROLA RADIO'S PERFORMANCE, OR NON-PERFORMANCE AND DAMAGES FROM ANY OTHER CAUSE RELATED TO SBBC's USE OF THE MOTOROLA RADIOS. SHERIFF DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND/OR IMPLIED WARRANTY OF MERCHANTABILITY WITH RESPECT TO THE MOTOROLA RADIOS. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

8. **Limitation of Liability.**

(a) BSO. WITHOUT LIMITATION OF THE PREVIOUS SECTION, EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, THE TOTAL LIABILITY OF SHERIFF FOR ANY AND ALL CLAIMS AGAINST SHERIFF FILED BY SBBC ANY OTHER PARTY OR END USER OF THE MOTOROLA RADIOS UNDER THIS AGREEMENT SHALL NOT EXCEED ONE HUNDERED DOLLARS ($100.00). THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT AND HAS BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(b) SBBC. WITH THE EXCEPTION OF SBBC's RESPONSIBILITIES TO REPLACE OR REPAIR THE MOTOROLA RADIOS PER SECTION 4(B) OF THIS AGREEMENT AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, THE TOTAL LIABILITY OF SBBC FOR ANY AND ALL CLAIMS AGAINST SBBC FILED BY SHERIFF UNDER THIS AGREEMENT SHALL NOT EXCEED ONE HUNDERED DOLLARS ($100.00). THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT AND HAS BEEN TAKEN INTO

ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

9. **Termination.** Either party may terminate this Agreement, with or without cause, upon thirty (30) calendar days written notice, except that either BSO or SBBC may terminate this Agreement immediately and without notice upon finding that the other party has violated the term(s) of this Agreement.

10. **Notice.** When either party desires to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief, Special Investigative Unit The School Board of Broward County, Florida 7720 W. Oakland Park Boulevard Sunrise, Florida 33351
To BSO:	Colonel Andrew Dunbar, Executive Director Department of Human Resources/Communications & Technology 2601 West Broward Boulevard Fort Lauderdale, Florida 33311
With a Copy to:	Terrence O. Lynch, General Counsel Broward County Sheriff's Office Office of the General Counsel 2601 West Broward Boulevard Fort Lauderdale, Florida 33312

11. **E-Verify.** Pursuant to Section 448.095, Florida Statutes, both Parties shall register with and use the E-Verify system to verify the work authorization for their employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If either party has a good faith belief that the other party or the other party's subcontractors has/have knowingly violated Section 448.09(1), Florida Statutes, then that nonbreaching party may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by a party pursuant to this section is not a breach of this Agreement and may not be considered as such.

12. **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

13. **Public Records.** Both parties are required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that either party would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to the other party, all public records in that party's possession upon termination of its Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to the other party in a format that is compatible with that party's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party is responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

14. **Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

15. **Annual Appropriation.** Both parties' performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body. If a party does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by that party at the end of the period for which funds have been allocated. That party shall notify the other party at the earliest possible time before such termination. No penalty accrues to a party if this provision is exercised, and neither party is obligated or liable for any future payments due or any damages as a result of termination under this section.

16. **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

17. **No Third-Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third-parties in any matter arising out of any Agreement.

18. **Independent Contractor.** The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so.

19. **Default.** The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience.

20. **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

21. **Place of Performance.** All of the Parties' obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

22. **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement. BY ENTERING INTO THIS AGREEMENT, BOTH PARTIES WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES PERFORMED UNDER THIS AGREEMENT.

23. **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

24. **Binding Effect.** This Agreement is binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

25. **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to use the Motorola Radios to anyone other than SBBC Police, safe school officers, and school guardians employed by SBBC.

26. **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

27. **Severability.** If any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included.

28. **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

29. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto or as described under this Agreement.

30. **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not deemed a continuing or future waiver.

31. **Force Majeure.** Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

32. **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

33. **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

34. **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement. Such delegation includes amending this Agreement in the form of a written Amendment solely to amend to **Exhibit A** of this Agreement as needed for SBBC to return Motorola Radios listed on **Exhibit A** to BSO and for BSO to add Motorola Radios to those listed **Exhibit A** that are loaned to SBBC.

35. **Counterparts and Multiple Originals.** The parties agree that this agreement may be executed in several counterparts, each of which is an original and all of which shall constitute one and the same instrument and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form or digital e-signatures are acceptable and shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted by facsimile, e-mail or digital format shall be deemed to be their original signatures for all purposes.

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

37. **Incorporation by Reference.** **Exhibit A** attached hereto and referenced herein are incorporated into this Agreement by reference.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR BSO:

GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA

DocuSigned by:
By: Colonel Andrew Dunbar
CD488E03C5AF497... Date: 12/2/2023 | 12:24 PM EST

Andrew Dunbar, Colonel, Executive Director
Department of Human Resources/Communications & Technology/Records/Warrants

DS
SM Approved as to form and legal sufficiency subject to the execution by the parties:

DocuSigned by:
By: Terrence Lynch
84C9E594DDEB4B3...

Terrence O. Lynch
General Counsel/Executive Director
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

DocuSign Envelope ID: 2B4F6E25-75E2-44C2-9D14-3DB5E597D23B

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Lori Alhadeff, Chair

ATTEST:

Date: _____

_____
Dr. Peter B. Licata, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
Date: 2023.12.04 15:43:14 -05'00'

Note: Gregory Tony, as Sheriff of Broward County, Florida - Motorola Radio Loaner

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT A

QTY	MODEL	ASSET #	SERIAL NUMBER
1	APX 6000 M3	R000825	481CUZ6697
2	APX 6000 M3	R000487	481CUZ6492
3	APX 6000 M3	A082851	481CUXG856
4	APX 6000 M3	A082589	481CUXG379
5	APX 6000 M3	R000892	481CUZ9618
6	APX 6000 M3	R000978	481CUZ9643
7	APX 6000 M3	R000984	481CUZ9647
8	APX 6000 M3	R000525	481CUZ6647
9	APX 6000 M3	R000547	481CUZ6614
10	APX 6000 M3	A082832	481CUXG285
11	APX 6000 M3	A082190	481CUXG676
12	APX 6000 M3	A082802	481CUXG884
13	APX 6000 M3	R000994	481CUZ9676
14	APX 6000 M3	R000509	481CUZ6432
15	APX 6000 M3	A082629	481CUXG867
16	APX 6000 M3	A083530	481CUZ2523
17	APX 6000 M3	R001016	481CUZ9664
18	APX 6000 M3	A082774	481CUXG507
19	APX 6000 M3	R000936	481CUZ9613
20	APX 6000 M3	A082307	481CUXG697
21	APX 6000 M3	R000552	481CUZ9679
22	APX 6000 M3	A083568	481CUX6399
23	APX 6000 M3	A082626	481CUXG865
24	APX 6000 M3	R000203	481CUZ6365
25	APX 6000 M3	R000853	481CUZ6431
26	APX 6000 M3	A082289	481CUXG916
27	APX 6000 M3	A082834	481CUXG284
28	APX 6000 M3	R000279	481CVB5713
29	APX 6000 M3	R000606	481CUZ9650
30	APX 6000 M3	A083536	481CUZ2563

BSO will provide the following accessories with each radio: two (2) batteries, a plastic belt clip, a leather holster, a desk charger, a car charger, and a shoulder microphone.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	F. Financial Management
DEPARTMENT:	Accounting & Financial Reporting

Agenda Item Number:	F-1.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE: **Interim Financial Statements For The Period Ended October 31, 2023**

REQUESTED ACTION: **Approve the Interim Financial Statements for the Period Ended October 31, 2023. District-wide.**

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Interim Financial

FINANCIAL IMPACT:

There is no additional financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Judith M. Marte	Phone:	754-321-2611
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Judith M. Marte, Deputy Superintendent, Finance & Operations

Signature

Judith M. Marte, Deputy Superintendent, Finance & Operations

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23

PBL/VSW

For more information, please contact:

Judith M. Marte
Title: Deputy Superintendent, Finance & Operations
Phone: 754-321-2611

EXECUTIVE SUMMARY

Interim Financial Statements For The Period Ended October 31, 2023

Board Meeting Date: January 23, 2024

Requested Action

Approve the Interim Financial Statements for the Period Ended October 31, 2023.

Impact if the Board Voted Yes or No

If the Board votes "Yes": The District will be following statutory requirements per SBE Administrative Rule 6A-1.008.

If the Board votes "No": The District will be out of compliance with statutory requirements per SBE Administrative Rule 6A-1.008.

Background/History

The Interim Financial Statements shall be submitted monthly to the Board pursuant to the Florida State Board of Education (SBE) Administrative Rule 6A-1.008.

Alignment to 2027 Goals and Guardrails

Business Operations

Measurable Outcome(s)/Return on Investment

As of October 31, 2023, the Assigned/Unassigned fund balance as a percentage of the projected General Fund revenues excluding charter school revenues was 4.17%.

Financial Impact

There is no financial impact to the District.

INTERIM FINANCIAL STATEMENTS
TABLE OF CONTENTS
OCTOBER 31, 2023

	PAGE(S)
COMBINED BALANCE SHEET - ALL FUND TYPES	1
COMBINED STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - ALL GOVERNMENTAL FUND TYPES	2
SCHEDULE OF REVENUES AND OTHER FINANCING SOURCES - GENERAL FUND	3
SCHEDULE OF EXPENDITURES AND OTHER FINANCING USES - GENERAL FUND	4
SCHEDULE OF FUND BALANCE UTILIZATION - GENERAL FUND	5
SCHEDULE OF EXPLANATION FOR COMBINED BALANCE SHEET	6
SCHEDULE OF EXPLANATION FOR COMBINED STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - ALL GOVERNMENTAL FUND TYPES	7
SCHEDULE OF EXPLANATION FOR BUDGET vs ACTUAL - GENERAL FUND	8 - 9

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

COMBINED BALANCE SHEET
As of October 31, 2023
(With comparative totals for October 31, 2022)

	GOVERNMENTAL FUND TYPES					PROPRIETARY FUND TYPE	FIDUCIARY FUND TYPE	TOTALS (Memorandum Only)		
	GENERAL	SPECIAL REVENUE	DEBT SERVICE	GENERAL OBLIGATION BOND	OTHER CAPITAL FUNDS	INTERNAL SERVICE	CUSTODIAL FUND	October 2023	October 2022	
ASSETS:										
Cash, cash equivalents, and investments	$ 93,704,471	$ 51,018,595	$ 79,147,730	$ 154,277,233	$ 618,581,475	$ 1,525,138	$ 21,947,624	$ 1,020,202,266	$ 1,298,477,530	(A)
Due from other agencies	389,472,218	38,928,733	14,831,682	-	124,793,481	-	-	568,026,114	476,902,578	(B)
Due from other funds	24,114,592	-	-	-	1,522,155	-	-	25,636,747	17,876,652	
Inventories	12,813,152	2,113,909	-	-	-	24,598	-	14,951,659	17,192,909	
Fixed assets	-	-	-	-	-	-	-	-	954	
Prepaids and Other assets	68,027,082	498,672	34,412	-	2,235,598	944	-	70,796,708	35,156,229	(C)
TOTAL ASSETS	$ 588,131,515	$ 92,559,909	$ 94,013,824	$ 154,277,233	$ 747,132,709	$ 1,550,680	$ 21,947,624	$ 1,699,613,494	$ 1,845,606,852	
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND EQUITY:										
LIABILITIES:										
Accounts payable and accrued expenditures/expenses	$ 28,498,514	$ 8,946,567	$ 533,514	$ 4,235,482	$ 6,237,825	$ 1,423,262	$ 598,865	$ 50,474,029	$ 54,135,383	
Salaries, benefits, and payroll taxes payable	49,296,169	-	-	-	-	-	-	49,296,169	49,354,830	
Deferred summer pay	22,374,022	-	-	-	-	-	-	22,374,022	21,294,500	
Payroll deductions and withholdings payable	26,626,430	-	-	-	-	-	-	26,626,430	25,199,324	
Due to other agencies	24,017,265	-	-	-	3,099	-	-	24,020,364	19,594,676	
Due to other funds	-	22,899,890	-	-	2,736,857	-	-	25,636,747	17,876,652	
Unearned revenue	15,615,098	119,136	-	-	984,610	-	-	16,718,844	28,817,290	
Estimated liability for self-insured risks	30,262,333	-	-	-	-	-	-	30,262,333	23,648,995	
Notes payable	197,450,000	-	-	-	-	-	-	197,450,000	156,805,000	(D)
Retainages payable	14,253	354,754	-	20,755,616	10,831,533	-	-	31,956,156	24,785,357	
TOTAL LIABILITIES	394,154,084	32,320,347	533,514	24,991,098	20,793,924	1,423,262	598,865	474,815,094	421,512,007	
DEFERRED INFLOWS OF RESOURCES										
Unavailable revenue	-	-	-	-	7,375,785	-	-	7,375,785	6,364,211	
TOTAL DEFERRED INFLOWS OF RESOURCES	-	-	-	-	7,375,785	-	-	7,375,785	6,364,211	
FUND EQUITY:										
Net position-invested in capital assets	-	-	-	-	-	-	-	-	954	
Net position-restricted for individuals, organizations, and governments	-	-	-	-	-	-	21,348,759	21,348,759	20,436,214	
Net position-unrestricted	-	-	-	-	-	127,418	-	127,418	205,201	
Fund balances:										
Nonspendable	26,013,538	2,113,909	-	-	-	-	-	28,127,447	27,750,856	
Restricted-Other	18,281,167	57,452,415	93,480,310	10,028,220	436,594,701	-	-	615,836,813	795,302,290	(E)
Restricted-Capital Encumbrances	-	-	-	119,257,915	282,368,299	-	-	401,626,214	402,379,688	(E)
Committed	54,327,295	-	-	-	-	-	-	54,327,295	54,327,295	
Assigned/Unassigned	95,355,431	673,238	-	-	-	-	-	96,028,669	117,328,136	(F)
TOTAL FUND EQUITY	193,977,431	60,239,562	93,480,310	129,286,135	718,963,000	127,418	21,348,759	1,217,422,615	1,417,730,634	
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND EQUITY	$ 588,131,515	$ 92,559,909	$ 94,013,824	$ 154,277,233	$ 747,132,709	$ 1,550,680	$ 21,947,624	$ 1,699,613,494	$ 1,845,606,852	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

COMBINED STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
ALL GOVERNMENTAL FUND TYPES
For the Four Months Ended October 31, 2023
(With comparative amounts for the four months ended October 31, 2022)

	GOVERNMENTAL FUND TYPES					TOTALS (Memorandum Only)		
	GENERAL	SPECIAL REVENUE	DEBT SERVICE	GENERAL OBLIGATION BOND	OTHER CAPITAL FUNDS	October 2023	October 2022	
REVENUES:								
Local sources:								
Ad valorem taxes	$ 385,614,158	$ -	$ 14,845,294	$ -	$ 117,435,502	$ 517,894,954	$ 431,197,013	(G)
Food sales	-	1,127,141	-	-	-	1,127,141	1,958,339	
Interest income and other	21,679,474	3,088,068	456,598	607,692	8,145,868	33,977,700	25,581,264	
Total local sources	407,293,632	4,215,209	15,301,892	607,692	125,581,370	552,999,795	458,736,616	
State sources:								
Florida education finance program	243,901,513	-	-	-	-	243,901,513	240,337,535	
Other	94,639,947	3,929,999	-	-	9,981,700	108,551,646	123,554,220	
Total state sources	338,541,460	3,929,999	-	-	9,981,700	352,453,159	363,891,755	
Federal sources:								
Food service	-	27,612,168	-	-	-	27,612,168	29,333,852	
Other	4,082,550	103,457,556	-	-	234,765	107,774,871	104,114,876	
Total federal sources	4,082,550	131,069,724	-	-	234,765	135,387,039	133,448,728	
TOTAL REVENUES	749,917,642	139,214,932	15,301,892	607,692	135,797,835	1,040,839,993	956,077,099	
EXPENDITURES:								
Current Operating:								
Instructional services	479,431,170	64,240,837	-	-	-	543,672,007	504,419,288	(H)
Student and instructional support services	70,409,763	24,030,308	-	-	-	94,440,071	84,072,105	
Student transportation services	27,984,320	2,393,921	-	-	-	30,378,241	29,678,484	
Operation and maintenance of plant	102,154,014	918,292	-	-	-	103,072,306	96,720,980	
School administration	47,113,555	269,384	-	-	-	47,382,939	42,670,248	
Food service	74	35,973,868	-	-	-	35,973,942	32,396,531	
Instruction related technology	14,163,308	3,685,783	-	-	-	17,849,091	18,633,062	
General administration	41,536,832	3,154,667	-	-	-	44,691,499	41,765,934	
Total current operating	782,793,036	134,667,060	-	-	-	917,460,096	850,356,632	
Debt Service:								
Principal reduction	529,123	-	3,775,273	-	178,372	4,482,768	4,690,435	
Interest and other charges	278,668	-	286,577	-	10,502	575,747	428,146	
Total debt service	807,791	-	4,061,850	-	188,874	5,058,515	5,118,581	
Capital Outlay	8,339,358	10,925,091	-	45,912,468	65,859,774	131,036,691	57,976,691	(I)
TOTAL EXPENDITURES	791,940,185	145,592,151	4,061,850	45,912,468	66,048,648	1,053,555,302	913,451,904	
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(42,022,543)	(6,377,219)	11,240,042	(45,304,776)	69,749,187	(12,715,309)	42,625,195	
OTHER FINANCING SOURCES (USES):								
Proceeds of loss recovery	629,878	-	-	-	1,228,473	1,858,351	6,130,861	
Proceeds from sale of capital assets	-	17,426	-	-	114,755	132,181	4,700,374	
Operating transfers in	44,457,863	-	4,033,965	-	-	48,491,828	44,583,158	
Operating transfers out	-	-	-	-	(48,491,828)	(48,491,828)	(44,583,158)	
TOTAL OTHER FINANCING SOURCES (USES)	45,087,741	17,426	4,033,965	-	(47,148,600)	1,990,532	10,831,235	
EXCESS REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES	3,065,198	(6,359,793)	15,274,007	(45,304,776)	22,600,587	(10,724,777)	53,456,430	
FUND BALANCES, BEGINNING OF PERIOD	190,912,233	66,599,355	78,206,303	174,590,911	696,362,413	1,206,671,215	1,343,631,835	
FUND BALANCES, END OF PERIOD	$ 193,977,431	$ 60,239,562	$ 93,480,310	$ 129,286,135	$ 718,963,000	$ 1,195,946,438	$ 1,397,088,265	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SCHEDULE OF REVENUES AND OTHER FINANCING SOURCES
GENERAL FUND
For the Four Months Ended October 31, 2023
(With comparative amounts for the four months ended October 31, 2022)

	BUDGET	REVENUES YEAR-TO-DATE	BALANCE REMAINING	REVENUES Y-T-D AS % OF BUDGET	REVENUES AS OF OCTOBER 2022	
REVENUES:						
Local sources:						
Ad valorem taxes - current year	$ 1,429,840,905	$ 385,342,124	$ 1,044,498,781	27%	$ 312,668,685	
Ad valorem taxes - prior years	-	272,034	(272,034)	OVER 100%	-	
Investment income	7,500,000	2,224,858	5,275,142	30%	1,592,728	
Student fees	8,416,082	2,275,223	6,140,859	27%	2,024,916	
Preschool program fees	2,375,938	625,409	1,750,529	26%	405,527	
School-age child care fees	16,023,641	5,110,109	10,913,532	32%	4,815,964	
Other schools, courses, and classes fees	2,708,689	836,363	1,872,326	31%	744,511	
Gifts, grants, bequests	-	6,500	(6,500)	OVER 100%	-	
Receipt of federal indirect cost rate	19,781,781	3,419,837	16,361,944	17%	3,158,943	
Rental income	1,953,863	473,244	1,480,619	24%	459,660	
E-rate rebate	3,086,000	691,720	2,394,280	22%	654,017	
Miscellaneous local	20,069,752	6,016,150	14,053,602	30%	9,206,365	
Other	-	61	(61)	OVER 100%	190	(J)
Total local sources	1,511,756,651	407,293,632	1,104,463,019	27%	335,731,506	
State sources:						
Florida education finance program	905,014,889	243,901,513	661,113,376	27%	240,337,535	
Class size reduction	249,316,473	67,190,789	182,125,684	27%	73,510,913	
Voluntary prekindergarten program	3,993,348	890,667	3,102,681	22%	683,974	
Workforce development	82,681,472	22,282,657	60,398,815	27%	21,961,668	
Adult w/Disabilities	800,000	215,600	584,400	27%	218,800	
State license tax	308,368	66,583	241,785	22%	67,244	
Racing commission	446,500	-	446,500	-	-	(K)
Other	4,964,625	3,993,651	970,974	80%	7,134	(L)
Total state sources	1,247,525,675	338,541,460	908,984,215	27%	336,787,268	
Federal sources:						
Medicaid	11,010,000	3,669,994	7,340,006	33%	4,499,996	
ROTC	2,798,731	412,556	2,386,175	15%	477,899	(M)
Other	-	-	-	-	10,200	
Total federal sources	13,808,731	4,082,550	9,726,181	30%	4,988,095	
Other financing sources:						
Transfer from capital projects funds	164,964,239	44,457,863	120,506,376	27%	39,487,063	
Insurance loss recoveries	-	629,878	(629,878)	OVER 100%	-	(N)
Total other financing sources	164,964,239	45,087,741	119,876,498	27%	39,487,063	
TOTAL REVENUES & OTHER FINANCING SOURCES	$ 2,938,055,296	$ 795,005,383	$ 2,143,049,913	27%	$ 716,993,932	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SCHEDULE OF EXPENDITURES AND OTHER FINANCING USES
GENERAL FUND
For the Four Months Ended October 31, 2023
(With comparative amounts for the four months ended October 31, 2022)

	BUDGET	EXPENDITURES YEAR-TO-DATE	BALANCE AVAILABLE	EXPENDITURES Y-T-D AS % OF BUDGET	EXPENDITURES AS OF OCTOBER 2022	
EXPENDITURES:						
Instructional services	$ 1,936,050,184	$ 474,396,931	$ 1,461,653,253	25%	$ 444,084,105	
Student support services	156,129,918	48,057,966	108,071,952	31%	40,171,169	
Instructional media	26,205,998	7,205,214	19,000,784	27%	6,403,139	
Instruction & curriculum development	34,407,507	11,505,729	22,901,778	33%	9,558,889	
Instruction & staff training	6,895,841	3,640,854	3,254,987	53%	1,494,418	(O)
Technology-Instructional	32,449,097	11,786,697	20,662,400	36%	9,989,888	
Board of education	5,586,239	2,382,280	3,203,959	43%	1,716,419	(P)
General administration	11,290,711	4,325,736	6,964,975	38%	3,862,097	(Q)
School administration	155,223,033	47,113,555	108,109,478	30%	41,919,400	
Facilities acquisition & construction	15,170,000	8,339,358	6,830,642	55%	3,284,115	(R)
Fiscal services	12,608,134	3,888,948	8,719,186	31%	3,453,938	
Food services	-	74	(74)	OVER 100%	-	
Central services	76,620,026	30,939,868	45,680,158	40%	29,954,842	(S)
Technology-Administrative	6,857,796	2,376,611	4,481,185	35%	2,286,761	
Transportation services	100,478,936	27,984,320	72,494,616	28%	27,577,285	
Operation of plant	249,734,369	75,210,490	174,523,879	30%	68,943,403	
Maintenance of plant	85,904,921	26,943,524	58,961,397	31%	25,814,182	
Community services	13,088,877	5,034,239	8,054,638	38%	5,178,840	(T)
Debt Service	4,510,000	807,791	3,702,209	18%	-	
TOTAL EXPENDITURES	2,929,211,587	791,940,185	2,137,271,402	27%	725,692,890	
Other financing uses:						
Transfer to special revenue funds	40,000	-	40,000	-	42,825	(U)
Transfer to debt service funds	320,825	-	320,825	-	-	(V)
Total other financing uses	360,825	-	360,825	-	42,825	
TOTAL EXPENDITURES & OTHER FINANCING USES	$ 2,929,572,412	$ 791,940,185	$ 2,137,632,227	27%	$ 725,735,715	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SCHEDULE OF FUND BALANCE UTILIZATION
GENERAL FUND
For the Four Months Ended October 31, 2023
(With comparative amounts for the four months ended October 31, 2022)

	OCTOBER 2023	OCTOBER 2022
BEGINNING FUND BALANCE	$ 190,912,233	$ 218,147,630
Plus:		
Revenues and other financing sources	795,005,383	716,993,932
Less:		
Expenditures and other financing uses	791,940,185	725,735,715
EXCESS OF REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES	3,065,198	(8,741,783)
ENDING FUND BALANCE:		
Nonspendable	26,013,538	22,993,334
Restricted	18,281,167	15,540,776
Committed	54,327,295	54,327,295
Assigned/Unassigned	95,355,431	116,544,442
TOTAL ENDING FUND BALANCE	$ 193,977,431	$ 209,405,847
Assigned/Unassigned fund balance as a percentage of projected General Fund revenues excluding charter school revenues	4.17%	5.59%

SCHEDULE OF EXPLANATION FOR COMBINED BALANCE SHEET
For the Four Months Ended October 31, 2023

ASSETS

(A) Cash, cash equivalents, and investments decreased by $278.3 million as the District continues to complete approved projects funded by the accumulated capital reserves of the General Obligation Bond and other Capital Outlay resources.

(B) Due from other agencies increased by $91.1 million due to the timing difference in recognizing revenues for General Fund, Grants, Food Service Fund, Debt Service Fund, and Capital Funds.

(C) Prepaids and Other assets increased by $35.6 million due to additional prepaid and other receivables recorded for claims exceeding revenues in health insuranced fund 1210.

LIABILITIES

(D) Notes Payable increased by $40.7 million due to the Tax Anticipation Notes (TAN), Series 2023 issued at par amount $197.5 million (issued at $200.2 million net premium of $2.7 million) compared to the prior year TAN amount of $156.8 million (issued at $160.1 million net premium of $3.3 million).

FUND EQUITY

(E) Restricted-Other decreased by $179.5 million and Restricted-Capital Encumbrances decreased by $0.8 million as the District continues to complete approved projects.

(F) Assigned/Unassigned decreased by $21.3 million as the ending fund balance for fiscal year 2023 decreased as a result of last year's substantial four percent raises and an increased payment for school resource officers.

SCHEDULE OF EXPLANATION FOR COMBINED REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - ALL GOVERNMENTAL FUND TYPES
For the Four Months Ended October 31, 2023

REVENUES

LOCAL SOURCES

(G) **Ad valorem taxes**

The increase of $86.7 million as of October is due to increases in property tax values as well as voters approved increase of referendum funding from a half-mill to one-mill effective July 1, 2023.

EXPENDITURES

(H) **Instructional services**

The increase of $39.3 million is primarily due to increase in FEFP and Non-FEFP yearly distribution to charter schools in the amount of $72.8 million.

(I) **Capital outlay**

The increase of $73.1 million in capital outlay expenditures is primarily due to increases in remodeling and renovations in the current year.

SCHEDULE OF EXPLANATION FOR BUDGET vs ACTUAL
GENERAL FUND
For the Four Months Ended October 31, 2023

ESTIMATED REVENUES

LOCAL SOURCES

(J) **Other local sources**

Other local source of revenue is lower through October as compared to prior year.

STATE SOURCES

(K) **Racing Commission**

The estimated revenue is anticipated to be received by the end of the school year.

(L) **Other state sources**

Other state sources of revenue (Pipeline Grant, Civic Endorsement for teachers, other miscellaneous revenues from State) is higher through October as compared to the prior year.

FEDERAL SOURCES

(M) **ROTC**

The estimated revenue is anticipated to be received by the end of the school year.

OTHER FINANCING SOURCES

(N) **Insurance loss recoveries**

Insurance loss recoveries revenue received for April 2023 flood.

SCHEDULE OF EXPLANATION FOR BUDGET vs ACTUAL
GENERAL FUND
For the Four Months Ended October 31, 2023

EXPENDITURES

(O) **Instruction & staff training**

Expenditures for instruction and staff tranining are higher as compared to the prior year as of October 2023.

(P) **Board of education**

Board of education expenditures are higher mainly due to the timing of payments for the Value Adjustment Board, audit, and legal invoices processed in October 2023 as compared to prior year.

(Q) **General administration**

Expenditures for general administration are higher as compared to the prior year as of October 2023 primarily due to increase in salaries and referendum supplements.

(R) **Facilities acquisition & construction**

Facilities acquisition & construction expenditures are higher as the District continues to complete approved projects and completing 2023 April flood related work.

(S) **Central services**

Expenditures for central services are higher as compared to the prior year as of October 2023 primarily due to increase in salaries and referendum supplements.

(T) **Community services**

Expenditures for after care services are lower as compared to the prior year as of October 2023.

(U) **Transfer to special revenue funds**

There are no transfers to special revenue funds as of October 2023.

(V) **Transfer to debt service funds**

There are no transfers to debt service funds as of October 2023.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	F. Financial Management
DEPARTMENT:	Budget

Agenda Item Number:	F-2.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE: **Special Revenue Grants Fund Amendment #1, as of November 30, 2023**

REQUESTED ACTION: **Approve the Special Revenue Grant Budget. District-wide**

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- SR Grants Fund Amendment #1

FINANCIAL IMPACT:

The total budgetary impact is an increase of $3,415,013 to the Special Revenue Grants Fund.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Judith M. Marte	Phone:	754-321-2611
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Judith M. Marte, Deputy Superintendent, Finance & Operations

Signature

Judith M. Marte, Deputy Superintendent, Finance & Operations

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23

PBL/VSW

For more information, please contact:
Name: Judith M. Marte
Title: Deputy Superintendent, Finance & Operations
Phone: 754-321-2611

EXECUTIVE SUMMARY

Recommendation to Approve Amendment
Special Revenue Grants Fund Amendment #1 - as of November 30, 2023

Board Meeting Date: January 23, 2024

Requested Action

Approve the Special Revenue Grant Budget.

Impact if the Board Voted Yes or No

If the Board votes "Yes":

Pell Grant funds will increase by $3M providing financial assistance to 979 students. Congressionally Funded Community Project of $277K will provide visual arts and computer science education including equipment to strengthen spatial reasoning and STEM success. The Civic Literacy Excellence grant received an increase of $94K to continue supporting the exploration of careers in public service. Various grants under $50K funded by Mary Turner Fund of $13K and a new grant – Broward Cultural Grant for $10K.

If the Board votes "No":

The additional funds will be returned to the appropriate grantor.

Background/History

Amendments are submitted to the Board as new revenues received or if a grant has amended appropriations.

Alignment to 2027 Goals and Guardrails

Business Operations

Measurable Outcome(s)/Return on Investment

The measurable outcomes are based on the requirements of each grant.

Financial Impact

The total budgetary impact is an increase of $3,415,013 to the Special Revenue Grants Fund.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
2023-24 Special Revenue - Grants Fund Amendment #1
As of November 30, 2023

ESTIMATED REVENUES	PREVIOUS BUDGET	INCREASE/ (DECREASE)	REVISED BUDGET	
FEDERAL DIRECT				
Achieving Career Equity For Students (ACES)	$ 3,012,558	$ -	$ 3,012,558	
Congressional Funded Community Project		277,160	277,160	(1)
Broward Comp Universal Reduction of Violence (BCURV)	223,124		223,124	
Cares Act Relief Fund (HEERF)	90,867		90,867	
Community Oriented Policing Services (COPS)	71,148		71,148	
Earmark - Broward Mentoring Program	105,618		105,618	
Equity for Instructional Performance (EQUIP)	5,828,449		5,828,449	
Head Start (Including Early Head Start)	18,059,691		18,059,691	
Integrated Career Academic Networks (iCAN)	4,319,355		4,319,355	
Mental Health Internship	972,711		972,711	
Pell Grants		3,021,042	3,021,042	(2)
STOP Threat Assessment / STOP Violence	811,738		811,738	
Total Federal Direct	**33,495,259**	**3,298,202**	**36,793,461**	
FEDERAL THROUGH STATE				
Adult General Education (AGE & English Literacy)	$ 2,391,429	$ -	$ 2,391,429	
Career & Technical Education - Carl Perkins	3,751,155		3,751,155	
Comprehensive Literacy State Development (CLSD)	1,500,000		1,500,000	
Comprehensive Support & Improvement Schools (CSI)	224,532		224,532	
Education for Handicapped Act (IDEA, SEDNET, FDLRS)	79,058,973		79,058,973	
English Literacy & Civics	834,902		834,902	
Title I - Elementary and Secondary Education	102,252,416		102,252,416	
Title II - Teacher & Principal Training	11,797,186		11,797,186	
Title III - English Language Learners (ELL)	6,370,721		6,370,721	
Title IV - Student Support & Academic Enrichment	9,506,690		9,506,690	
Title IV - Twenty First Century (Before & Aftercare)	2,051,760		2,051,760	
Workforce Innovation & Opportunity ISY/OSY	975,185		975,185	
Total Federal Through State	**220,714,949**	**-**	**220,714,949**	
STATE				
Computer Science	$ 680,101	$ -	$ 680,101	
Other State (FDLRS)	29,470		29,470	
Title IX - Homeless Education	367,569		367,569	
Total State	**1,077,140**	**-**	**1,077,140**	
LOCAL				
Build & Grow Your Future	$ 314,179	$ -	$ 314,179	
Civic Literacy Excellence	1,199,095	94,260	1,293,355	(3)
Computer Science for ALL	148,853		148,853	
Family Counseling Program	1,500,000		1,500,000	
Jobs for Florida Graduates	540,000		540,000	
National Science Foundation	216,235		216,235	
New York Life Grief Sensitive Schools Initiative	165,000		165,000	
Other Local	141,096	22,551	163,647	(4)
South Florida Anchor Alliance (SFAA) Regional Marketplace	165,000		165,000	
Verizon Innovative Learning & Hotspots	350,500		350,500	
Total Local	**4,739,958**	**116,811**	**4,856,769**	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
2023-24 Special Revenue - Grants Fund Amendment #1
As of November 30, 2023

ESTIMATED REVENUES	PREVIOUS BUDGET	INCREASE/ (DECREASE)	REVISED BUDGET
TRANSFERS IN			
From General Fund	$ 40,000	$ -	$ 40,000
Total Transfers In	**40,000**		**40,000**
TOTAL ESTIMATED REVENUES AND TRANSFERS IN	**$ 260,067,306**	**$ 3,415,013**	**$ 263,482,319**

APPROPRIATIONS	ACCOUNT NUMBERS	PREVIOUS BUDGET	INCREASE/ (DECREASE)	REVISED BUDGET	
Instructional Services	5000	$ 161,702,799	$ 233,677	$ 161,936,476	(1)(3)(4)
Student Support Services	6100	18,182,309	10,000	18,192,309	(4)
Instruction and Curriculum Development	6300	33,999,172		33,999,172	
Instructional Staff Training	6400	30,203,476	105,631	30,309,107	(1)(3)
General Administration	7200	11,736,223	11,954	11,748,177	(1)
School Administration	7300	177,362		177,362	
Facilities Acquisition & Constr.	7400	200,000		200,000	
Central Services	7700	450,764	7,582	458,346	(3)
Pupil Transportation Services	7800	1,117,464		1,117,464	
Operation of Plant	7900	444,102	25,127	469,229	(1)
Community Services	9100	1,853,635	3,021,042	4,874,677	(2)
Total Appropriations		**260,067,306**	**3,415,013**	**263,482,319**	
TOTAL APPROPRIATIONS AND TRANSFERS OUT		**$ 260,067,306**	**$ 3,415,013**	**$ 263,482,319**	

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	F. Financial Management
DEPARTMENT:	Budget

Agenda Item Number:	F-3.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE: **Special Revenue-Food Service Fund Amendment #1, as of December 31, 2023**

REQUESTED ACTION: **Approve the Special Revenue-Food Service Fund Amendment #1. District-wide.**

RATIONALE:

For the Requested Actions. Background History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact and Rationale, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Food Service Amendment #1
- F-3 Response

FINANCIAL IMPACT:

The total financial impact is an increase of $1.9 million to the Special Revenue-Food Service Fund's fund balance.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Judith M. Marte	Phone:	754-321-2611
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Judith M. Marte, Deputy Superintendent, Finance & Operations

Signature

Judith M. Marte, Deputy Superintendent, Finance & Operations

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23

PBL/VSW

For more information, please contact:

Name: Judith M. Marte
Title: Deputy Superintendent, Finance & Operations
Phone: 754-321-2216

EXECUTIVE SUMMARY

Special Revenue - Food Service Fund Amendment #1, as of December 31, 2023

Board Meeting Date: January 23, 2024

Requested Action

Approve the Special Revenue - Food Service Fund Amendment #1.

Impact if the Board Voted Yes or No

If the Board votes "Yes": The District will be following statutory requirements per State Board Administrative Rule 6A-1.007.

If the Board votes "No": The District will be out of compliance with statutory requirements per State Board Administrative Rule 6A-1.007.

Background/History

The School Board shall approve amendments to the District school budget whenever the function amounts in the budget accounts are changed from the original budget approved by the School Board.

Alignment to 2027 Goals and Guardrails

Business Operations

Measurable Outcome(s)/Return on Investment

To comply with statutory requirements per SBE Administrative Rule 6A-1.007.

Financial Impact

The total financial impact is an increase of $1.9 million to the Special Revenue - Food Service Fund's fund balance.

This amendment incorporates several important changes:

The Food and Nutrition Services (FNS) Department continues operating Community Eligibility Provision (CEP) in 2023-2024SY. CEP provided breakfast and lunch at no cost for all students at 180 eligible Broward County Public Schools. Universal free lunch pilot is being operated in 47 National School Lunch sites where students also eat at no cost.

CEP is offered to schools with students qualifying for SNAP, TANF, Medicaid and Extension of Benefits along with Homeless, Foster, Head Start and Migrant. BCPS has identified schools with 40% or higher of students qualifying for this program. CEP in 180 sites and Universal free breakfast and lunch pilot in 47 sites.

Additional Contributing factors include:

1. Salary and benefits accruing to the Food and Nutrition fund are being reduced by the projected budgeted increase for the Fiscal Year as salary increases to employees of 5.5% are being funded through referendum dollars out of the general fund.

2. The state allocation and matching quarterly dollar amounts to be paid in FY 2024 were received by the state. Budget was adjusted for the actual amounts documented from the state.

3. United States Department of Agriculture's downward adjustment to the commodity allocation dollars based on the current 2023-2024SY meal trend.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
2023-24 Special Revenue - Food Service Fund Amendment #1
As of December 31, 2023

ESTIMATED REVENUES	PREVIOUS BUDGET	INCREASE/ (DECREASE)	REVISED BUDGET	
FEDERAL THROUGH STATE				
National School Lunch Act	$ 103,961,629		$ 103,961,629	
School Breakfast Reimbursement				
After School Snack Reimbursement				
Child Care Food Program				
USDA Donated Commodities	7,500,000	(978,000)	6,522,000	
Cash in Lieu of Donated Foods				
Summer Program				
Nutrition Education Program				
Other Food Services	7,086,622		7,086,622	
Total Federal Through State	**118,548,251**	**(978,000)**	**117,570,251**	(A)
STATE				
School Breakfast Supplement	490,893	(108,047)	382,846	
School Lunch Supplement	651,521	1,351	652,872	
Total State	**1,142,414**	**(106,696)**	**1,035,718**	(B)
LOCAL				
Investment Income	500,000		500,000	
Food Service	5,585,000		5,585,000	
Other Miscellaneous Local Sources	50,100		50,100	
Total Local	**6,135,100**	**-**	**6,135,100**	
BEGINNING FUND BALANCE	**65,926,117**		**65,926,117**	
TOTAL ESTIMATED REVENUES & FUND BALANCE	**$ 191,751,882**	**$ (1,084,696)**	**$ 190,667,186**	

APPROPRIATIONS	PREVIOUS BUDGET		REVISED BUDGET	
Salaries	$ 42,566,497	($2,000,000)	$ 40,566,497	
Employee Benefits	20,090,722	(1,000,000)	19,090,722	
Purchased Services	8,563,796		8,563,796	
Energy Services	2,094,462		2,094,462	
Materials and Supplies	57,851,024		57,851,024	
Capital Outlay	3,310,464		3,310,464	
Other Expenses	3,722,080		3,722,080	
Total Appropriations	**138,199,045**	**(3,000,000)**	**135,199,045**	(1)
TRANSFERS OUT				
To General Fund			-	
Total Transfers Out	**-**		**-**	
ENDING FUND BALANCE	**53,552,837**	**1,915,304**	**55,468,141**	
TOTAL APPROPRIATIONS, TRANSFERS OUT & FUND BALANCE	**$ 191,751,882**	**$ (1,084,696)**	**$ 190,667,186**	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2023-24 Special Revenue - Food Service Fund Amendment #1

As of December 31, 2023

Explanation Summary

CHANGES IN ESTIMATED REVENUES		INCREASE / (DECREASE)
(A) FEDERAL THROUGH STATE		**$ (1,084,696)**
United States Department of Agriculture's downward adjustment to the commodity allocation dollars based on the current SY meal trend.	$ (978,000)	
(B) STATE		**$ (106,696)**
The state allocation and matching quarterly dollar amounts to be paid in FY24 were received by state. Budget was adjusted for the actual amounts documented from the state.	$ (106,696)	

CHANGES IN APPROPRIATIONS		INCREASE / (DECREASE)
(1) APPROPRIATIONS		**$ (3,000,000)**
Salary and benefits accruing to the Food and Nutrition fund are being reduced by the projected budgeted increase for the Fiscal Year as salary increases to employees of 5.5% are being funded through referendum dollars out of the general fund.	$ (3,000,000)	

Staff Follow Up: **RSBM-012324-01 (DH)**
Due Date 1-18-2024
Today's Date 1-12-24

Established 1915 BROWARD County Public Schools | Educating Today's Students to Succeed in Tomorrow's World

Topic: F-3. Special Revenue-Food Service Fund Amendment#1, as of December 31, 2023

Staff Follow Up: Can you please explain (1) Appropriations on page 2 of 2? Why is the salary being reduced from General Funds? The 5/5% increase from Referendum is a bonus, not salary, correct?

Response: The salary decrease is from the Food and Nutrition Services Fund. The Referendum dollars/supplement are paid through the General Fund.

This Supplement is an aggregate amount equal to five and one-half percent (5.5%) of the base salary of those employees, inclusive of fringe expenses.

Referendum Supplements are FRS eligible and shall be paid in equal installments per pay period for the employee.

PBL/JMM/MM:mf
Attachment

Judith M. Marte
Deputy Superintendent of
Finance & Operations

Dr. Peter B. Licata
Superintendent of Schools

FOPE FOOD SERVICE
2023-2024 IMPLEMENTATION CHART
September 28, 2023, 2:30 p.m.
Microsoft Virtual Teams Meeting

	A	B	C	E	H
#	CBA	TA'd Articles & Sections	Language Summary	Responsible Locations/Persons	NOTES
1.	FOPE Food Service	Referendum Supplement	For the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years, eligible employees in the Federation of Public Food Service bargaining unit whose effective start date is on or before July 1, of each of the school years covered by this MOU, will receive a Referendum Supplement equal to five and one-half percent (5.5%) of base salary. Newly hired employees after the commencement of the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years, shall be eligible for a pro rata portion of the remaining 20 payments of the Referendum Supplements.	Compensation/HRSS ERP Payroll	
2.	FOPE Food Service	Referendum Supplement	The Referendum Supplement proceeds will be effective July 1 of each respective school year covered by this MOU. This Supplement will continue to be an aggregate amount equal to five and one-half percent (5.5%) of the base salary of those employees, inclusive of fringe expenses.		FYI ONLY

White – For Implementation Grey – Informational Purposes Only

FOPE FOOD SERVICE
2023-2024 IMPLEMENTATION CHART
September 28, 2023, 2:30 p.m.
Microsoft Virtual Teams Meeting

	A	B	C	E	H
#	CBA	TA'd Articles & Sections	Language Summary	Responsible Locations/Persons	NOTES
3.	FOPE Food Service	Referendum Supplement	Referendum Supplements are pensionable and shall be paid in equal installments per pay period for the employee. Employees who separate from employment before the end of the next fiscal year shall receive a pro-rata portion of the Referendum or Equity Supplements commensurate with the portion of the year actually worked by the employee.		FYI ONLY
4.	FOPE Food Service	Referendum Supplement	In the event that SBBC collects additional Referendum Funds for the 2023-2024, 2024-2025, 2025-2026, and 2026 -2027 school years, the parties will agree on a distribution of said additional funds to eligible employees in the Federation of Public Employees Food Service bargaining unit annually.		FYI ONLY
5.	FOPE Food Service	14(A)1	Effective the start of the employee's work calendar for the 2023-2024 school year, salaries will increase for Assistant Managers by $3.00 per hour and Key Person's increment by $1.00 per hour.	Compensation/HRSS ERP Payroll	

White – For Implementation Grey – Informational Purposes Only

FOPE FOOD SERVICE
2023-2024 IMPLEMENTATION CHART
September 28, 2023, 2:30 p.m.
Microsoft Virtual Teams Meeting

	A	B	C	E	H
#	CBA	TA'd Articles & Sections	Language Summary	Responsible Locations/Persons	NOTES
6.	FOPE Food Service	14(A)1	For the 2023-2024 school year only, the District will provide a $500 sign-on bonus for newly hired employees	Compensation/HRSS ERP Payroll	

White – For Implementation Grey – Informational Purposes Only

BROWARD
County Public Schools

Employee & Labor Relations
Susan L. Cooper, Director
600 SE Third Avenue, 5th Floor
Fort Lauderdale, FL 33301
phone: 754-321-2140 • fax: 754-321-2141
susan.cooper@browardschools.com
www.browardschools.com

The School Board of Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Daniel P. Foganholi
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Peter B. Licata
Superintendent of Schools

MEMORANDUM OF UNDERSTANDING BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE FEDERATION OF PUBLIC EMPLOYEES

This Memorandum of Understanding (MOU) is made on this 28 day of August, 2023, by and between The School Board of Broward County, Florida (SBBC) and The Federation of Public Employees (FOPE), Food Service, hereinafter collectively referred to as "the parties."

Purpose:

The purpose of this MOU is to memorialize the parties' agreement regarding the distribution of Referendum Supplements to employees in the FOPE Food Service bargaining unit for the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 schoolyears. The MOU is also intended to provide a $500 sign-on bonus for newly hired employees for only the 2023-2024 school year. Finally, the parties agree to salary increases for Assistant Managers, and an increment increase for Key Persons.

Duration:

This memorandum shall be effective from the date of execution and shall end on June 30, 2027 for the Referendum Supplement. The MOU shall end on June 30, 2024 for the $500 Sign-On Bonus.

Scope:

WHEREAS, the FOPE Food Service Collective Bargaining Agreement, Article 14-Section A-**Referendum Funds, provides in part:**

> The parties intend that these supplements will be pensionable. Supplement Funds shall continue to be appropriated to eligible employees in the Federation of Public Employees - Food Service bargaining unit, accounting for increases or decreases for the Certified School Taxable Value, and their distribution shall be negotiated annually by the parties until the referendum sunsets or is extended via Board approval and community vote.

If the Referendum authority expires or is not renewed by the voters, the supplements will end.

WHEREAS, on August 23, 2022, Broward voters approved a referendum renewal and increase to one (1) millage.

WHEREAS, the parties have come to this agreement regarding the distribution of the Referendum Fund Supplements for the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years. The parties further agree to provide a $500 sign-on bonus for newly hired employees for the 2023-2024 school year. Finally, the parties agree to increase salaries for Assistant Managers and increments for Key Person employees in the Federation of Public Employees Food Service bargaining unit.

NOW THEREFORE, it is agreed as follows:

1. The above recitals are hereby adopted and incorporated in this section as if fully set forth herein.

2. For the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years, eligible employees in the Federation of Public Employees Food Service bargaining unit whose effective start date is on or before July 1, of each of the previous school years covered by this MOU, will receive a Referendum Supplement equal to five and one-half percent (5.5%) of base salary. Newly hired employees after the commencement of the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years, shall be eligible for a pro rata portion of the remaining 20 payments of the Referendum Supplements.

3. The Referendum Supplement proceeds will be effective July 1, of each respective school year covered by this MOU. This Supplement will continue to be an aggregate amount equal to five and one-half percent (5.5%) of the base salary of those employees, inclusive of fringe expenses.

4. Referendum Supplements are pensionable and shall be paid in equal installments per pay period of the employee. Employees who separate employment before the end of the fiscal year shall receive a pro-rata portion of the Referendum Supplements commensurate with the portion of the year actually worked by the employee.

5. In the event that SBBC collects additional Referendum Funds for the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years, the parties will agree on a distribution of said additional funds to eligible employees in the Federation of Public Employees Food Service bargaining unit annually.

6. Effective the start of the employee's work calendar for the 2023-2024 school year, salaries will increase for Assistant Managers by $3.00 per hour and Key Person's increment by $1 00 per hour

7. For the 2023-2024 school year only, the District will provide a $500 sign-on bonus for newly hired employees.

BROWARD
County Public Schools

Terms and Conditions:

This Agreement sets forth an entire agreement between the parties hereto and shall supersede any and all prior agreements or understandings between the parties; except that in the event of a conflict between this memorandum of understanding and the parties' collective bargaining agreement, the collective bargaining agreement shall control. This Agreement may be executed in counterparts, and each counterpart will have an original executed document. Electronic and facsimile copies will be considered originals for all purposes, including enforcement. This Agreement may not be amended except by a written agreement signed by the parties.

Acknowledgment, Signatures and Dates:

The parties further agree that this MOU represents the full and complete understanding of the parties as it relates to the distribution of Referendum Fund Supplements to the employees of the Federation of Public Employees Food Service bargaining unit for the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 schoolyears; the $500 Sign-On Bonus for newly hired employees for only the 2023-2024 school year; and hourly rate increases for Assistant Managers, and Key Persons' increments. As such, this agreement does not establish a precedent beyond the time period set forth herein.

Susan L. Cooper 8/28/23

Susan L. Cooper Date
Director, Employee & Labor Relations

08/28/2023

Daniel Reynolds Date
President, Federation of Public Employees

SC/mh:cr

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	F. Financial Management
DEPARTMENT:	Accounting & Financial Reporting

Agenda Item Number:	F-4.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE: **Surplus of Tangible Personal Property Ended October 31, 2023**

REQUESTED ACTION: **Approve the Surplus of Tangible Personal Property for the Period Ended October 31, 2023. District-wide.**

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, please see the Executive Summary.

EXHIBITS:

Executive Summary
October 2023

FINANCIAL IMPACT:

There is no additional financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Judith M. Marte	Phone:	754-321-2611
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Judith M. Marte, Deputy Superintendent, Finance & Operations

Signature

Judith M. Marte, Deputy Superintendent, Finance & Operations

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23

PBL/VSW

For more information, please contact:

Judith M. Marte
Title: Deputy Superintendent, Finance & Operations
Phone: 754-321-2611

EXECUTIVE SUMMARY

Surplus of Tangible Personal Property

Board Meeting Date: January 23, 2024

Requested Action

Approve the Surplus of Tangible Personal Property for the Period Ended October 31, 2023.

Impact if the Board Voted Yes or No

If the Board votes "Yes": The District will be following statutory requirement per Florida Statute 274.07.

If the Board votes "No": The District will be out of compliance with statutory requirement per Florida Statute 274.07.

Background/History

The surplused tangible personal property shall be submitted to the Board pursuant to the Florida Statute 274.07, which requires "the disposal of property shall be recorded in the minutes of the governmental unit". This item includes Surplus of Tangible Personal Property for the period ended October 31, 2023, with a net book value of $4,001.11. The net book value is an accounting term used to describe the cost of an asset, less accumulated depreciation, or amortization. Items recommended for a surplus are reviewed and approved by the Surplus Committee. All items will be disposed of as prescribed by law.

Alignment to 2027 Goals and Guardrails

Business Operations

Measurable Outcome(s)/Return on Investment

Proper and timely disposition of the District's surplused tangible personal property with the net book value under $500,000.

Financial Impact

There is no financial impact to the District.

THE SCHOOL BOARD OF BROWARD COUNTY,FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
S19-05522	440000231397	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050YF1	1	10/18/2018	239.00	044D	2621	10/31/2023	G	5	5	(239.00)	-
S19-03921	440000230808	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD05101H	1	9/13/2018	239.00	044D	0331	10/31/2023	G	5	5	(239.00)	-
S19-03927	440000230814	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD05100V	1	9/13/2018	239.00	044D	0331	10/31/2023	G	5	5	(239.00)	-
S19-04009	440000230896	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZT6	1	9/13/2018	239.00	044D	0331	10/31/2023	G	5	5	(239.00)	-
S19-03997	440000230884	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZWK	1	9/13/2018	239.00	044D	0331	10/31/2023	G	5	5	(239.00)	-
S19-03983	440000230870	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZML	1	9/13/2018	239.00	044D	0331	10/31/2023	G	5	5	(239.00)	-
S19-03948	440000230835	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD0510AX	1	9/13/2018	239.00	044D	0331	10/31/2023	G	5	5	(239.00)	-
S19-03946	440000230833	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD0510B2	1	9/13/2018	239.00	044D	0331	10/31/2023	G	5	5	(239.00)	-
S19-03979	440000230866	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZNZ	1	9/13/2018	239.00	044D	0331	10/31/2023	G	5	5	(239.00)	-
S19-03996	440000230883	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZXZ	1	9/13/2018	239.00	044D	0331	10/31/2023	G	5	5	(239.00)	-
S19-03976	440000230863	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZQM	1	9/13/2018	239.00	044D	0331	10/31/2023	G	5	5	(239.00)	-
S19-03939	440000230826	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZYJ	1	9/13/2018	239.00	044D	0331	10/31/2023	G	5	5	(239.00)	-
S19-03993	440000230880	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050ZYD	1	9/13/2018	239.00	044D	0331	10/31/2023	G	5	5	(239.00)	-
S19-03954	440000230841	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD05109J	1	9/13/2018	239.00	044D	0331	10/31/2023	G	5	5	(239.00)	-
S19-03991	440000230878	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD050YZ8	1	9/13/2018	239.00	044D	0331	10/31/2023	G	5	5	(239.00)	-
S19-03956	440000230843	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	YD051097	1	9/13/2018	239.00	044D	0331	10/31/2023	G	5	5	(239.00)	-
S19-04024	440000230911	LENOVO T470 LAPTOP	PF19RD79	1	9/13/2018	834.00	044D	0331	10/31/2023	G	5	5	(834.00)	-
13-02651	440000067908	APPLE IMAC INTEL W/21.5" UPGRADED LED	D25JT00BDPNK	1	1/10/2013	1,270.88	044A	0711	10/31/2023	T	11	5	(1,270.88)	-
02-07095	440000001222	PRINTER, LEXMARK T520N	C005827	1	11/6/2001	1,258.00	044A	0711	10/31/2023	T	22	5	(1,258.00)	-
03-20767	440000006545	PRINTER, LEXMARK T520N	9910C4W	1	5/16/2003	1,208.00	044A	0711	10/31/2023	T	20	5	(1,208.00)	-
04-10166	560000000635	PROJECTOR CLASSROOM ON A CART, EPSON 820	EGQ03X0289M	1	1/6/2004	2,221.87	056A	0711	10/31/2023	T	20	6	(2,221.87)	-
04-19609	440000013093	PRINTER, LEXMARK, T630N	991K5FZ	1	6/8/2004	1,208.00	044A	0711	10/31/2023	T	19	5	(1,208.00)	-
05-21535	440000015543	PRINTER, LEXMARK T630N B/W LASER	991L4WK	1	6/30/2004	1,208.00	044A	0711	10/31/2023	T	19	5	(1,208.00)	-
05-21536	440000015544	PRINTER, LEXMARK T630N B/W LASER	991K5NC	1	6/30/2004	1,208.00	044A	0711	10/31/2023	T	19	5	(1,208.00)	-
05-21538	440000015547	PRINTER, LEXMARK T630N B/W LASER	991K5N9	1	6/30/2004	1,208.00	044A	0711	10/31/2023	T	19	5	(1,208.00)	-
05-35538	440000023235	PRINTER,LEXMARK T630N B/W LASER	9920K81	1	10/14/2004	1,208.00	044A	0711	10/31/2023	T	19	5	(1,208.00)	-
05-35539	440000023237	PRINTER, LEXMARK T630N B/W LASER	9920K2Y	1	10/14/2004	1,208.00	044A	0711	10/31/2023	T	19	5	(1,208.00)	-
05-35541	440000023241	PRINTER, LEXMARK T630N B/W LASER	9920K0C	1	10/14/2004	1,208.00	044A	0711	10/31/2023	T	19	5	(1,208.00)	-
05-42785	440000027610	PRINTER,LEXMARK T63ON B/W LASER	99216KP	1	1/28/2005	1,208.00	044A	0711	10/31/2023	T	19	5	(1,208.00)	-
05-52538	460000002000	SYSTEM, VIDEO CONFERENCE OPUS	03A11822/25A00422	1	5/12/2005	23,368.87	046A	0711	10/31/2023	T	18	7	(23,368.87)	-
05LL01028	440000144635	Lexmark Refresh Printer-T640n	7901H08	1	6/17/2005	1,099.66	044A	0711	10/31/2023	T	18	5	(1,099.66)	-
05LL01029	440000144638	Lexmark Refresh Printer-T640n	7901GXT	1	6/17/2005	1,099.66	044A	0711	10/31/2023	T	18	5	(1,099.66)	-
05LL01030	440000144640	Lexmark Refresh Printer-T640n	7901GTW	1	6/17/2005	1,099.66	044A	0711	10/31/2023	T	18	5	(1,099.66)	-
05LL01034	440000144650	Lexmark Refresh Printer-T640n	7901H1Z	1	6/17/2005	1,099.66	044A	0711	10/31/2023	T	18	5	(1,099.66)	-
05LL01035	440000144652	Lexmark Refresh Printer-T640n	7902FH5	1	6/17/2005	1,099.66	044A	0711	10/31/2023	T	18	5	(1,099.66)	-
07-01600	440000049229	PRINTER, LEXMARK T640N B/W LASER	790MK4C	1	8/21/2006	1,198.00	044A	0711	10/31/2023	T	17	5	(1,198.00)	-
07-34957	440000010536	PRINTER LEXMARK T640N B/W LASER	791KLVN	1	7/18/2007	1,198.00	044A	0711	10/31/2023	T	16	5	(1,198.00)	-
08-02186	440000015465	APPLE MACPRO TOWER W/20" FLAT PANEL SUPERDR	G87324A4UPZ	1	9/10/2007	2,999.00	044A	0711	10/31/2023	T	16	5	(2,999.00)	-
08-02669	440000015893	PRINTER LEXMARK T644TN BLACK/WHITE LASER	791F1VN	1	9/17/2007	2,287.00	044A	0711	10/31/2023	T	16	5	(2,287.00)	-
08-02670	440000015895	PRINTER LEXMARK T644TN BLACK/WHITE LASER	791F1VR	1	9/17/2007	2,287.00	044A	0711	10/31/2023	T	16	5	(2,287.00)	-
08-03140	440000016385	APPLE MACBOOK 2.16GHZ W/DVD+-RW/CD-RW 13.3"	W87319MMZ5W	1	9/26/2007	1,716.00	044A	0711	10/31/2023	T	16	5	(1,716.00)	-
08-03144	440000016391	APPLE MACBOOK 2.16GHZ W/DVD+-RW/CD-RW 13.3"	W87319NEZ5W	1	9/26/2007	1,716.00	044A	0711	10/31/2023	T	16	5	(1,716.00)	-
08-03155	440000016407	PRINTER LEXMARK T640N B/W LASER	7914Z2L	1	9/20/2007	1,198.00	044A	0711	10/31/2023	T	16	5	(1,198.00)	-
08-03156	440000016408	PRINTER LEXMARK T640N B/W LASER	7914Z2R	1	9/20/2007	1,198.00	044A	0711	10/31/2023	T	16	5	(1,198.00)	-
08-03157	440000016410	PRINTER LEXMARK T640N B/W LASER	7914Z2W	1	9/20/2007	1,198.00	044A	0711	10/31/2023	T	16	5	(1,198.00)	-
08-03158	440000016412	PRINTER LEXMARK T640N B/W LASER	7914Z3V	1	9/20/2007	1,198.00	044A	0711	10/31/2023	T	16	5	(1,198.00)	-
08-03161	440000016418	PRINTER LEXMARK T640N B/W LASER	7914Z60	1	9/20/2007	1,198.00	044A	0711	10/31/2023	T	16	5	(1,198.00)	-
08-03162	440000016420	PRINTER LEXMARK T640N B/W LASER	7914YYF	1	9/20/2007	1,198.00	044A	0711	10/31/2023	T	16	5	(1,198.00)	-
08-03164	440000016424	PRINTER LEXMARK T640N B/W LASER	7914Z2T	1	9/20/2007	1,198.00	044A	0711	10/31/2023	T	16	5	(1,198.00)	-
08-03165	440000016426	PRINTER LEXMARK T640N B/W LASER	7914Z3N	1	9/20/2007	1,198.00	044A	0711	10/31/2023	T	16	5	(1,198.00)	-
08-03170	440000016432	PRINTER LEXMARK T640N B/W LASER	7914Z2P	1	9/20/2007	1,198.00	044A	0711	10/31/2023	T	16	5	(1,198.00)	-
08-03171	440000016434	PRINTER LEXMARK T640N B/W LASER	7914Z2V	1	9/20/2007	1,198.00	044A	0711	10/31/2023	T	16	5	(1,198.00)	-
08-03172	440000016436	PRINTER LEXMARK T640N B/W LASER	7913ZFF	1	9/20/2007	1,198.00	044A	0711	10/31/2023	T	16	5	(1,198.00)	-
08-03173	440000016438	PRINTER LEXMARK T640N B/W LASER	7914Z59	1	9/20/2007	1,198.00	044A	0711	10/31/2023	T	16	5	(1,198.00)	-
08-03174	440000016440	PRINTER LEXMARK T640N B/W LASER 2 DRAWERS	7914Z5P	1	9/20/2007	1,384.00	044A	0711	10/31/2023	T	16	5	(1,384.00)	-
08-03562	110000000480	ACTIVBOARD 78 BT	0729472012	1	9/12/2007	1,477.00	011A	0711	10/31/2023	T	16	7	(1,477.00)	-
08-06337	440000019593	PRINTER LEXMARK C782N COLOR LASER	940TCXD	1	11/16/2007	3,067.00	044A	0711	10/31/2023	T	16	5	(3,067.00)	-
08-11462	440000024935	PRINTER LEXMARK T640N B/W LASER	791YPGB	1	5/14/2008	1,559.00	044A	0711	10/31/2023	T	15	5	(1,559.00)	-
08-11463	440000024937	PRINTER LEXMARK T640N B/W LASER	791YNRT	1	5/14/2008	1,559.00	044A	0711	10/31/2023	T	15	5	(1,559.00)	-
08-11538	110000000804	BOARD, ACTIVE PROMETHEAN	0750816230	1	4/14/2008	1,677.00	011A	0711	10/31/2023	T	16	7	(1,677.00)	-
08-10295	110000000671	ACTIVBOARD 78 BLUE TOOTH	0737613064	1	2/11/2008	1,177.00	011A	0711	10/31/2023	T	16	7	(1,177.00)	-
08-11593	460000001542	POSTER MAKER CM 1800 SPRING PROMO	VQPM36061201581	1	5/14/2008	4,995.00	046A	0711	10/31/2023	T	15	7	(4,995.00)	-
09-01232	460000001956	LEXMARK, TESTING & ASSESSMENT BUNDLE/SCA	791Y4CV	1	7/21/2008	5,542.00	046A	0711	10/31/2023	T	15	7	(5,542.00)	-
09-01268	440000031665	PRINTER, LEXMARK C782N COLOR LASER	940V846	1	7/21/2008	3,067.00	044A	0711	10/31/2023	T	15	5	(3,067.00)	-
09-01269	440000031667	PRINTER, LEXMARK C782N COLOR LASER	940V7ZR	1	7/21/2008	3,067.00	044A	0711	10/31/2023	T	15	5	(3,067.00)	-
10-04505	440000049280	APPLE IMAC INTEL W/27" GLOSSY WIDESCREEN	QP0110095PE	1	4/15/2010	1,925.00	044A	0711	10/31/2023	T	14	5	(1,925.00)	-
12-00381	440000057253	DELL PRECISION T3500 W/20" FLAT PANEL	JK0NZQ1	1	8/18/2011	1,906.47	044A	0711	10/31/2023	T	12	5	(1,906.47)	-
13-02652	440000067910	APPLE IMAC INTEL W/21.5" UPGRADED LED	D25JV00SDPNK	1	1/10/2013	1,270.88	044A	0711	10/31/2023	T	11	5	(1,270.88)	-
13-03545	440000069546	CART, SAFEHARBOR 30 CAPACITY NOTEBOOK	24610	1	3/6/2013	1,450.00	044A	0711	10/31/2023	T	11	5	(1,450.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY,FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
R13-80636	440000062774	CART, SAFEHARBOR 30 CAPACITY NOTEBOOK	24365	1	3/22/2013	1,450.00	044A	0711	10/31/2023	T	11	5	(1,450.00)	-
A10-81521	110000007614	Board, Promethean	C1001060279	1	2/10/2010	1,039.00	011A	0711	10/31/2023	T	14	7	(1,039.00)	-
A10-81522	110000007615	Board, Promethean	C1001060281	1	2/10/2010	1,039.00	011A	0711	10/31/2023	T	14	7	(1,039.00)	-
A10-81524	110000007617	Board, Promethean	C1001060277	1	2/10/2010	1,039.00	011A	0711	10/31/2023	T	14	7	(1,039.00)	-
A10-81525	110000007618	Board, Promethean	C1001060276	1	2/10/2010	1,039.00	011A	0711	10/31/2023	T	14	7	(1,039.00)	-
A10-81526	110000007619	Board, Promethean	C1001060280	1	2/10/2010	1,039.00	011A	0711	10/31/2023	T	14	7	(1,039.00)	-
S16044659	440000133049	LENOVO THINKPAD 11E NON-TOUCH	LR04EDMW	1	1/13/2016	447.00	044D	0711	10/31/2023	T	8	5	(447.00)	-
S16044822	440000133324	LENOVO THINKPAD 11E TOUCH	LR04EXS7	1	1/13/2016	547.00	044D	0711	10/31/2023	T	8	5	(547.00)	-
S16045007	440000133633	LENOVO THINKPAD 11E TOUCH	LR04EY60	1	1/13/2016	547.00	044D	0711	10/31/2023	T	8	5	(547.00)	-
S16044854	440000133377	LENOVO THINKPAD 11E NON-TOUCH	LR04ED4T	1	1/13/2016	447.00	044D	0711	10/31/2023	T	8	5	(447.00)	-
S16044927	440000133496	LENOVO THINKPAD 11E NON-TOUCH	LR04EENS	1	1/13/2016	447.00	044D	0711	10/31/2023	T	8	5	(447.00)	-
S16044955	440000133546	LENOVO THINKPAD 11E NON-TOUCH	LR04EE8W	1	1/13/2016	447.00	044D	0711	10/31/2023	T	8	5	(447.00)	-
S16044960	440000133555	LENOVO THINKPAD 11E NON-TOUCH	LR04EE8C	1	1/13/2016	447.00	044D	0711	10/31/2023	T	8	5	(447.00)	-
S16044963	440000133560	LENOVO THINKPAD 11E NON-TOUCH	LR04EDZW	1	1/13/2016	447.00	044D	0711	10/31/2023	T	8	5	(447.00)	-
S16044969	440000133570	LENOVO THINKPAD 11E NON-TOUCH	LR04EDXZ	1	1/13/2016	447.00	044D	0711	10/31/2023	T	8	5	(447.00)	-
S16044988	440000133600	LENOVO THINKPAD 11E TOUCH	LR04EY93	1	1/13/2016	547.00	044D	0711	10/31/2023	T	8	5	(547.00)	-
S16045011	440000133640	LENOVO THINKPAD 11E TOUCH	LR04EY56	1	1/13/2016	547.00	044D	0711	10/31/2023	T	8	5	(547.00)	-
S17017880	440000189006	LENOVO N22 LAPTOP	YD01KBRH	1	12/15/2016	234.00	044D	0711	10/31/2023	G	7	5	(234.00)	-
S17017940	440000189066	LENOVO N22 LAPTOP	YD01KC27	1	12/15/2016	234.00	044D	0711	10/31/2023	G	7	5	(234.00)	-
S17017983	440000189109	LENOVO N22 LAPTOP	YD01EBA9	1	12/15/2016	234.00	044D	0711	10/31/2023	G	7	5	(234.00)	-
S17017991	440000189117	LENOVO N22 LAPTOP	YD01EBJV	1	12/15/2016	234.00	044D	0711	10/31/2023	G	7	5	(234.00)	-
S17038708	440000209638	PRINTER LEXMARK CX310DN COLOR MFP BUNDLE	752733946DYPN	1	2/10/2017	828.00	044D	0711	10/31/2023	G	7	5	(828.00)	-
S16044830	440000133337	LENOVO THINKPAD 11E NON-TOUCH	LR04EDKJ	1	1/13/2016	447.00	044D	0711	10/31/2023	T	8	5	(447.00)	-
S16038373	440000122323	LENOVO THINKPAD 11E TOUCH	LR04HA3Q	1	1/12/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038375	440000122327	LENOVO THINKPAD 11E TOUCH	LR04H9X4	1	1/12/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038377	440000122330	LENOVO THINKPAD 11E TOUCH	LR04H9XE	1	1/12/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038379	440000122334	LENOVO THINKPAD 11E TOUCH	LR04HA2M	1	1/12/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038409	440000122386	LENOVO THINKPAD 11E TOUCH	LR04H9T5	1	1/12/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038412	440000122391	LENOVO THINKPAD 11E TOUCH	LR04H9WV	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038522	440000122577	LENOVO THINKPAD 11E TOUCH	LR04H9X6	1	1/12/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038759	440000122986	LENOVO THINKPAD 11E TOUCH	LR04HDUB	1	1/11/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038801	440000123061	LENOVO THINKPAD 11E TOUCH	LR04HA3H	1	1/11/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038813	440000123082	LENOVO THINKPAD 11E TOUCH	LR04HA2N	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038815	440000123085	LENOVO THINKPAD 11E TOUCH	LR04H9TV	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038816	440000123087	LENOVO THINKPAD 11E TOUCH	LR04HDSG	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038817	440000123089	LENOVO THINKPAD 11E TOUCH	LR04H9Y5	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038818	440000123090	LENOVO THINKPAD 11E TOUCH	LR04H9QS	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038828	440000123109	LENOVO THINKPAD 11E TOUCH	LR04HA28	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038829	440000123111	LENOVO THINKPAD 11E TOUCH	LR04HA1U	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038830	440000123113	LENOVO THINKPAD 11E TOUCH	LR04H9WB	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038831	440000123114	LENOVO THINKPAD 11E TOUCH	LR04HA0Q	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038832	440000123116	LENOVO THINKPAD 11E TOUCH	LR04HA2P	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038833	440000123118	LENOVO THINKPAD 11E TOUCH	LR04HA3C	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038834	440000123120	LENOVO THINKPAD 11E TOUCH	LR04HDS8	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038836	440000123123	LENOVO THINKPAD 11E TOUCH	LR04H9VA	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038837	440000123125	LENOVO THINKPAD 11E TOUCH	LR04H9TE	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038838	440000123127	LENOVO THINKPAD 11E TOUCH	LR04H9XF	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038839	440000123128	LENOVO THINKPAD 11E TOUCH	LR04H9Q0	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038840	440000123130	LENOVO THINKPAD 11E TOUCH	LR04HA2A	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038841	440000123132	LENOVO THINKPAD 11E TOUCH	LR04H9WQ	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038842	440000123134	LENOVO THINKPAD 11E TOUCH	LR04H9QC	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038843	440000123136	LENOVO THINKPAD 11E TOUCH	LR04HDSU	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038844	440000123138	LENOVO THINKPAD 11E TOUCH	LR04H9WD	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038845	440000123139	LENOVO THINKPAD 11E TOUCH	LR04H9XK	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038846	440000123141	LENOVO THINKPAD 11E TOUCH	LR04H9QF	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038847	440000123143	LENOVO THINKPAD 11E TOUCH	LR04H9Q2	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038848	440000123144	LENOVO THINKPAD 11E TOUCH	LR04HDS5	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038849	440000123146	LENOVO THINKPAD 11E TOUCH	LR04HA0B	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038850	440000123148	LENOVO THINKPAD 11E TOUCH	LR04H9ZD	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038851	440000123149	LENOVO THINKPAD 11E TOUCH	LR04HDSA	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16039107	440000123600	LENOVO THINKPAD 11E TOUCH	LR04H9SE	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16039112	440000123609	LENOVO THINKPAD 11E TOUCH	LR04H9TM	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16039113	440000123611	LENOVO THINKPAD 11E TOUCH	LR04H9P6	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16039114	440000123613	LENOVO THINKPAD 11E TOUCH	LR04H9PC	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16039116	440000123617	LENOVO THINKPAD 11E TOUCH	LR04H9RX	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16039117	440000123618	LENOVO THINKPAD 11E TOUCH	LR04H9TH	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16039118	440000123620	LENOVO THINKPAD 11E TOUCH	LR04H9UY	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16039120	440000123623	LENOVO THINKPAD 11E TOUCH	LR04HA2W	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16039121	440000123625	LENOVO THINKPAD 11E TOUCH	LR04H9SW	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY,FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
S16039122	440000123627	LENOVO THINKPAD 11E TOUCH	LR04H9US	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16039123	440000123629	LENOVO THINKPAD 11E TOUCH	LR04H9X3	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16039126	440000123634	LENOVO THINKPAD 11E TOUCH	LR04H9TU	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16039127	440000123635	LENOVO THINKPAD 11E TOUCH	LR04H9UW	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16039128	440000123637	LENOVO THINKPAD 11E TOUCH	LR04H9WE	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16039130	440000123641	LENOVO THINKPAD 11E TOUCH	LR04H9RJ	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16039131	440000123642	LENOVO THINKPAD 11E TOUCH	LR04HDSH	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16039133	440000123646	LENOVO THINKPAD 11E TOUCH	LR04HA36	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16039134	440000123648	LENOVO THINKPAD 11E TOUCH	LR04H9PH	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16039135	440000123650	LENOVO THINKPAD 11E TOUCH	LR04H9T8	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16039136	440000123651	LENOVO THINKPAD 11E TOUCH	LR04HDBD	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16039137	440000123653	LENOVO THINKPAD 11E TOUCH	LR04HCER	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16039138	440000123655	LENOVO THINKPAD 11E TOUCH	LR04HDD6	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16039139	440000123657	LENOVO THINKPAD 11E TOUCH	LR04H9X7	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16039140	440000123658	LENOVO THINKPAD 11E TOUCH	LR04H9RZ	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16039141	440000123660	LENOVO THINKPAD 11E TOUCH	LR04H9WW	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16039129	440000123639	LENOVO THINKPAD 11E TOUCH	LR04H9TP	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038835	440000123121	LENOVO THINKPAD 11E TOUCH	LR04HA2K	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16038416	440000122398	LENOVO THINKPAD 11E TOUCH	LR04HDU4	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
15-01931	440000089084	LENOVO BLACK BOX CART FOR T430	53624	1	9/26/2014	1,339.00	044A	3623	10/31/2023	T	9	5	(1,339.00)	-
15-01933	440000089086	LENOVO BLACK BOX CART FOR T430	41454	1	9/26/2014	1,339.00	044A	3623	10/31/2023	T	9	5	(1,339.00)	-
15-01934	440000089087	LENOVO BLACK BOX CART FOR T430	53605	1	9/26/2014	1,339.00	044A	3623	10/31/2023	T	9	5	(1,339.00)	-
15-01936	440000089089	LAPTOP CART - EARTH WALK CART 30 USER	35309	1	9/26/2014	1,339.00	044A	3623	10/31/2023	T	9	5	(1,339.00)	-
15-01937	440000089090	LAPTOP CART - EARTH WALK CART 30 USER	53619	1	9/26/2014	1,339.00	044A	3623	10/31/2023	T	9	5	(1,339.00)	-
15-03581	440000091875	LAPTOP CART - EARTH WALK CART 30 USER	52425	1	2/3/2015	1,339.00	044A	3623	10/31/2023	T	9	5	(1,339.00)	-
15-03812	440000092301	LAPTOP CART - EARTH WALK CART 30 USER	50923	1	2/26/2015	1,339.00	044A	3623	10/31/2023	T	9	5	(1,339.00)	-
18-01501	440000225312	LAPTOP CART-EARTH WALK CART (30 USER)	74002	1	9/26/2017	1,339.00	044A	3623	10/31/2023	G	6	5	(1,339.00)	-
S16039639	440000124521	LAPTOP CART - EARTH WALK CART 30 USER	57789	1	1/8/2016	1,339.00	044B	3623	10/31/2023	T	8	5	(1,339.00)	-
S16039640	440000124523	LAPTOP CART - EARTH WALK CART 30 USER	55702	1	1/8/2016	1,339.00	044B	3623	10/31/2023	T	8	5	(1,339.00)	-
S16039653	440000124543	LAPTOP CART - EARTH WALK CART 30 USER	55720	1	1/8/2016	1,339.00	044B	3623	10/31/2023	T	8	5	(1,339.00)	-
S16039656	440000124548	LAPTOP CART - EARTH WALK CART 30 USER	57796	1	1/8/2016	1,339.00	044B	3623	10/31/2023	T	8	5	(1,339.00)	-
05-85728	110000002058	PROMETHEAN ACTIVBOARD	4416800056	1	2/10/2005	1,789.31	011A	3623	10/31/2023	T	19	7	(1,789.31)	-
05LL04407	440000151840	Lexmark Refresh Printer-T640n	7902P3R	1	6/17/2005	1,099.66	044A	3623	10/31/2023	T	18	5	(1,099.66)	-
05LL04410	440000151846	Lexmark Refresh Printer-T640n	7902P5D	1	6/17/2005	1,099.66	044A	3623	10/31/2023	T	18	5	(1,099.66)	-
05LL04413	440000151853	Lexmark Refresh Printer-T640n	7902P74	1	6/17/2005	1,099.66	044A	3623	10/31/2023	T	18	5	(1,099.66)	-
05LL04417	440000151861	Lexmark Refresh Printer-T640n	7902PBX	1	6/17/2005	1,099.66	044A	3623	10/31/2023	T	18	5	(1,099.66)	-
05LL04422	440000151871	Lexmark Refresh Printer-T640n	7902P6H	1	6/17/2005	1,099.66	044A	3623	10/31/2023	T	18	5	(1,099.66)	-
05LL04457	440000151953	Lexmark Refresh Printer-T640n	7901K4C	1	6/17/2005	1,099.66	044A	3623	10/31/2023	T	18	5	(1,099.66)	-
05LL04459	440000151958	Lexmark Refresh Printer-T640n	79020PP	1	6/17/2005	1,099.66	044A	3623	10/31/2023	T	18	5	(1,099.66)	-
05LL04480	440000152007	Lexmark Refresh Printer-T640n	7901HNM	1	6/17/2005	1,099.66	044A	3623	10/31/2023	T	18	5	(1,099.66)	-
05LL04485	440000152019	Lexmark Refresh Printer-T640n	790154K	1	6/17/2005	1,099.66	044A	3623	10/31/2023	T	18	5	(1,099.66)	-
05LL04512	440000152082	Lexmark Refresh Printer-T640n	79014F2	1	6/17/2005	1,099.66	044A	3623	10/31/2023	T	18	5	(1,099.66)	-
05LL04519	440000152098	Lexmark Refresh Printer-T640n	79017G9	1	6/17/2005	1,099.66	044A	3623	10/31/2023	T	18	5	(1,099.66)	-
05LL04528	440000152117	Lexmark Refresh Printer-T640n	79017TC	1	6/17/2005	1,099.66	044A	3623	10/31/2023	T	18	5	(1,099.66)	-
06-04731	440000041102	PRINTER, LEXMARK T640N B/W LASER	79002YB	1	9/22/2005	1,198.00	044A	3623	10/31/2023	T	18	5	(1,198.00)	-
06-04734	440000041107	PRINTER, LEXMARK T640N B/W LASER	790034Y	1	9/22/2005	1,198.00	044A	3623	10/31/2023	T	18	5	(1,198.00)	-
07-83615	440000013559	Printer, Lexmark T640	790MK46	1	2/27/2007	1,384.00	044A	3623	10/31/2023	T	17	5	(1,384.00)	-
08-10064	440000023779	PRINTER LEXMARK T640N B/W LASER	7918GW2	1	12/6/2007	1,198.00	044A	3623	10/31/2023	T	16	5	(1,198.00)	-
08-10068	440000023787	PRINTER LEXMARK T640N B/W LASER	7918GLN	1	12/6/2007	1,198.00	044A	3623	10/31/2023	T	16	5	(1,198.00)	-
12-01081	440000057746	PRINTER, LEXMARK C544DN COLOR DUPLEX	94677WD	1	9/8/2011	1,217.00	044A	3623	10/31/2023	T	12	5	(1,217.00)	-
S16039319	440000123985	LENOVO THINKCENTRE M73 MINI-TOWER	MJ037UMP	1	1/15/2016	830.00	044D	3623	10/31/2023	T	8	5	(830.00)	-
S16039320	440000123987	LENOVO THINKCENTRE M73 MINI-TOWER	MJ037UMW	1	1/15/2016	830.00	044D	3623	10/31/2023	T	8	5	(830.00)	-
S16039335	440000124011	LENOVO THINKCENTRE M73 MINI-TOWER	MJ037ULT	1	1/15/2016	830.00	044D	3623	10/31/2023	T	8	5	(830.00)	-
S16039303	440000123958	LENOVO THINKCENTRE M73 MINI-TOWER	MJ037UMX	1	1/15/2016	830.00	044D	3623	10/31/2023	T	8	5	(830.00)	-
S16039330	440000124002	LENOVO THINKCENTRE M73 MINI-TOWER	MJ037ULZ	1	1/15/2016	830.00	044D	3623	10/31/2023	T	8	5	(830.00)	-
S16039305	440000123961	LENOVO THINKCENTRE M73 MINI-TOWER	MJ037UM0	1	1/15/2016	830.00	044D	3623	10/31/2023	T	8	5	(830.00)	-
S16039312	440000123973	LENOVO THINKCENTRE M73 MINI-TOWER	MJ037UMS	1	1/15/2016	830.00	044D	3623	10/31/2023	T	8	5	(830.00)	-
S16039313	440000123974	LENOVO THINKCENTRE M73 MINI-TOWER	MJ037ULC	1	1/15/2016	830.00	044D	3623	10/31/2023	T	8	5	(830.00)	-
S16039316	440000123980	LENOVO THINKCENTRE M73 MINI-TOWER	MJ037ULW	1	1/15/2016	830.00	044D	3623	10/31/2023	T	8	5	(830.00)	-
S16039336	440000124013	LENOVO THINKCENTRE M73 MINI-TOWER	MJ037UMT	1	1/15/2016	830.00	044D	3623	10/31/2023	T	8	5	(830.00)	-
S16039339	440000124018	LENOVO THINKCENTRE M73 MINI-TOWER	MJ037UMU	1	1/15/2016	830.00	044D	3623	10/31/2023	T	8	5	(830.00)	-
S16039310	440000123969	LENOVO THINKCENTRE M73 MINI-TOWER	MJ037UMY	1	1/15/2016	830.00	044D	3623	10/31/2023	T	8	5	(830.00)	-
S16039308	440000123966	LENOVO THINKCENTRE M73 MINI-TOWER	MJ037UM8	1	1/15/2016	830.00	044D	3623	10/31/2023	T	8	5	(830.00)	-
05LL04458	440000151955	Lexmark Refresh Printer-T640n	79020LL	1	6/17/2005	1,099.66	044A	3623	10/31/2023	T	18	5	(1,099.66)	-
05LL04468	440000151979	Lexmark Refresh Printer-T640n	790211L	1	6/17/2005	1,099.66	044A	3623	10/31/2023	T	18	5	(1,099.66)	-
13-03871	130000001750	Milk Box, Colorpoint CPM-1310, 10 Crate	D13C40991C	1	4/29/2013	4,968.00	013A	3651	10/31/2023	T	11	7	(4,968.00)	-
R08-84158	130000005366	Warmer, Delfield SSHRT1-S, Roll-thru, 1-door	0711152000204	1	12/11/2007	8,657.92	013A	3971	10/31/2023	G	16	7	(8,657.92)	-
14-03853	130000001884	Ice Machine, Ice-O-Matic ICE0250FA	13111280010429	1	2/3/2014	2,043.00	013A	3661	10/31/2023	T	10	7	(2,043.00)	-
R09-83752	130000005557	Refrigerator, Victory RS-2D-S7-EW, 2-door	N0871671	1	1/7/2009	4,280.00	013A	0761	10/31/2023	G	15	7	(4,280.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY,FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
12-02861	130000001388	Refrigerator, Continental DL2RI-RT, Roll-thru, 2-d	151A9397	1	2/22/2012	6,363.26	013A	2751	10/31/2023	T	12	7	(6,363.26)	-
15-01445	130000002109	Ice Machine, Scostman C0530SA-1C	13121320012162	1	9/10/2014	3,594.69	013A	2561	10/31/2023	T	9	7	(3,594.69)	-
R10-82368	130000005413	Ice Machine, Hoshizaki KM-320MAH	U27360H	1	1/7/2010	3,062.00	013A	0731	10/31/2023	G	14	7	(3,062.00)	-
01-02663	130000007200	Traulsen RLT232WRE-FHS Freezer, 2-door	T975340F00	1	8/31/2000	4,155.00	013A	2621	10/31/2023	G	23	7	(4,155.00)	-
S17062353	440000222593	APC SMART UPS 2200	AS1634261544	1	6/19/2017	1,115.31	044B	2631	10/31/2023	G	6	5	(1,115.31)	-
17-01863	440000206730	LENOVO THINKPAD X1 YOGA LAPTOP	R90LRQBR	1	2/21/2017	1,670.00	044A	2631	10/31/2023	G	7	5	(1,670.00)	-
S17033895	440000204435	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP15Z72L	1	1/26/2017	899.00	044D	2631	10/31/2023	G	7	5	(899.00)	-
S17033904	440000204444	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP14R9PY	1	1/26/2017	899.00	044D	2631	10/31/2023	G	7	5	(899.00)	-
S17033911	440000204451	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP14RRM0	1	1/26/2017	899.00	044D	2631	10/31/2023	G	7	5	(899.00)	-
S17033915	440000204455	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP15Z8KT	1	1/26/2017	899.00	044D	2631	10/31/2023	G	7	5	(899.00)	-
S17033925	440000204465	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP14R80K	1	1/26/2017	899.00	044D	2631	10/31/2023	G	7	5	(899.00)	-
S17033926	440000204466	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP15Z75Y	1	1/26/2017	899.00	044D	2631	10/31/2023	G	7	5	(899.00)	-
S17033927	440000204467	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP15Z736	1	1/26/2017	899.00	044D	2631	10/31/2023	G	7	5	(899.00)	-
S17033934	440000204474	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP15Z2PH	1	1/26/2017	899.00	044D	2631	10/31/2023	G	7	5	(899.00)	-
R07-84338	130000005850	Warmer, Alto-Shaam 600-LVD, Display	333190-0705	1	4/9/2007	3,502.69	013A	0951	10/31/2023	G	17	7	(3,502.69)	-
R07-84406	130000007324	Stove, Garland, 2-Burner	97250432	1	4/9/2007	2,270.00	013A	0951	10/31/2023	G	17	7	(2,270.00)	-
R07-84415	130000007333	Mixer, Hobart HCM450, Chopper/Mixer	56-1242-504	1	4/9/2007	21,516.11	013A	0951	10/31/2023	G	17	7	(21,516.11)	-
R07-84416	130000007334	Grill, Star Grill-Max 45, Hot Dog	C4501296	1	4/9/2007	2,118.00	013A	0951	10/31/2023	G	17	7	(2,118.00)	-
R07-84417	130000007335	Refrigerator, Randell 42048AM, 2-door	T60315-1	1	4/9/2007	2,723.00	013A	0951	10/31/2023	G	17	7	(2,723.00)	-
R02-83551	130000004171	Refrigerator, VictoryRS-2D-S7-EW, 2-door	D0267373	1	6/30/2002	4,152.00	013A	3841	10/31/2023	T	21	7	(4,152.00)	-
12-00525	130000001272	Ice Machine, Ice-O-Matic ICE0250FT5	11051280012962	1	8/22/2011	1,768.50	013A	2671	10/31/2023	T	12	7	(1,768.50)	-
A04-85478	180000000621	Stihl, 14" Cut Quick w/Cart TS760	360308961	1	6/11/2004	1,175.84	018A	9608	10/31/2023	T	19	7	(1,175.84)	-
07-09132	180000000082	SHEDS STORAGE	97220032	1	2/15/2007	3,944.95	018A	9722	10/31/2023	T	17	7	(3,944.95)	-
07-09133	180000000083	SHEDS STORAGE	97220033	1	2/15/2007	3,944.95	018A	9722	10/31/2023	T	17	7	(3,944.95)	-
07-09157	180000000085	SHEDS STORAGE	97220034	1	2/15/2007	3,944.95	018A	9722	10/31/2023	T	17	7	(3,944.95)	-
01-09917	460000000075	LAMINATOR, 25" TABLE TOP 1" CORE	MGG0122	1	10/5/2000	1,295.00	046A	3401	10/31/2023	G	23	7	(1,295.00)	-
05-53635	460000002054	TANDBERG 990 MXP SET	30A65807/406KT0101	1	6/2/2005	13,400.00	046A	3401	10/31/2023	T	18	7	(13,400.00)	-
08-80542	110000000965	WHITEBOARD 77" SMART	SB680R2301908	1	8/10/2007	1,415.34	011A	3401	10/31/2023	T	16	7	(1,415.34)	-
11-04135	440000054257	APPLE IMAC INTEL W/20 FLAT PANEL /COMBO	H01180F0DWY	1	5/26/2011	1,095.10	044A	3401	10/31/2023	T	12	5	(1,095.10)	-
13-03845	440000070103	DELL PRECISION T5600 W/24" FLAT PANEL	1FZQRW1	1	3/12/2013	2,730.47	044A	3401	10/31/2023	T	11	5	(2,730.47)	-
13-03846	440000070105	DELL PRECISION T5600 W/24" FLAT PANEL	1FZRRW1	1	3/12/2013	2,730.47	044A	3401	10/31/2023	T	11	5	(2,730.47)	-
14-01095	440000076054	APPLE IMAC INTEL W/215" LED-BACKLIT GLS	D25KR0J7FFYV	1	8/27/2013	1,320.00	044A	3401	10/31/2023	T	10	5	(1,320.00)	-
14-04617	460000004407	LAMINATOR, 27" ROLL - HEAT SEALED	ZL00092G	1	3/3/2014	1,406.00	046A	3401	10/31/2023	T	10	7	(1,406.00)	-
S16056755	440000153129	LENOVO THINKCENTRE M73 MINI-TOWER	MJ03C8MD	1	3/4/2016	830.00	044D	3401	10/31/2023	T	8	5	(830.00)	-
05-53224	440000033551	APPLE, DESKTOP, IMAC G5 W/17" FLAT 1.6GHZ	QP51300AS40	1	5/23/2005	1,485.00	044A	3151	10/31/2023	T	18	5	(1,485.00)	-
05-54961	440000034603	PRINTER, LEXMARK T630N B/W LASER	992275X	1	6/8/2005	1,208.00	044A	3151	10/31/2023	T	18	5	(1,208.00)	-
08-08419	440000021957	DELL OPTIPLEX 755 DESKTOP	5QGW3F1	1	3/18/2008	1,068.00	044A	3151	10/31/2023	T	16	5	(1,068.00)	-
09-09356	440000038031	DELL OPTIPLEX 755 W/17" FLAT PANEL CDRW/DVD	3TTZXH1	1	1/29/2009	1,042.00	044A	3151	10/31/2023	T	15	5	(1,042.00)	-
09-82824	440000043841	Computer, Apple Imac	QP8370FS2PN	1	11/24/2008	1,509.00	044A	3151	10/31/2023	T	15	5	(1,509.00)	-
11-80760	440000056671	Printer, Lexmark T652	794CTC5	1	10/20/2010	1,599.00	044A	3151	10/31/2023	T	13	5	(1,599.00)	-
12-02103	440000058909	DELL OPTIPLEX 790 W/24" FLAT PANEL	3MV2VR1	1	12/9/2011	1,100.00	044A	3151	10/31/2023	T	12	5	(1,100.00)	-
15-02599	440000090090	PRINTER, LEXMARK MX710DE B/W LASER/FAX/C	7463479906FRC	1	10/31/2014	3,096.00	044A	3151	10/31/2023	T	9	5	(3,096.00)	-
18-02538	440000227163	Recordex SimplicityTouch 70in HD interac	ST-700-010687	1	12/21/2017	4,498.00	044A	3151	10/31/2023	G	6	5	(4,498.00)	-
91-15179	160000001744	CUTTER, PAPER HYDRAL. MARTIN YALE	2254	1	2/28/1991	3,196.25	016A	3151	10/31/2023	G	33	7	(3,196.25)	-
91-31019	580000001038	SYSTEM EDITING PANASONIC S-VHS AG-1960	F0HG00257	1	1/22/1991	2,329.00	058A	3151	10/31/2023	G	33	7	(2,329.00)	-
A10-82143	110000007839	PROMETHEAN BOARD	4194604065	1	6/20/2010	1,039.00	011A	3151	10/31/2023	T	13	7	(1,039.00)	-
A10-82144	110000007840	PROMETHEAN BOARD	4194627017	1	6/20/2010	1,039.00	011A	3151	10/31/2023	T	13	7	(1,039.00)	-
A10-82145	110000007841	SMART BOARD	SB-660-R1-018636	1	6/9/2010	1,012.00	011A	3151	10/31/2023	T	13	7	(1,012.00)	-
A10-82146	110000007842	SMART BOARD	SB-660-R1-018641	1	6/9/2010	1,012.00	011A	3151	10/31/2023	T	13	7	(1,012.00)	-
S17025964	440000196885	LENOVO M700 SFF DESKTOP	MJ04FW91	1	12/12/2016	634.00	044D	3151	10/31/2023	G	7	5	(634.00)	-
S17025965	440000196886	LENOVO M700 SFF DESKTOP	MJ04FW8S	1	12/12/2016	634.00	044D	3151	10/31/2023	G	7	5	(634.00)	-
S17025967	440000196888	LENOVO M700 SFF DESKTOP	MJ04FW8H	1	12/12/2016	634.00	044D	3151	10/31/2023	G	7	5	(634.00)	-
S17025968	440000196889	LENOVO M700 SFF DESKTOP	MJ04FW8E	1	12/12/2016	634.00	044D	3151	10/31/2023	G	7	5	(634.00)	-
S17025969	440000196890	LENOVO M700 SFF DESKTOP	MJ04FW8D	1	12/12/2016	634.00	044D	3151	10/31/2023	G	7	5	(634.00)	-
S17025971	440000196892	LENOVO M700 SFF DESKTOP	MJ04FW85	1	12/12/2016	634.00	044D	3151	10/31/2023	G	7	5	(634.00)	-
S17025979	440000196900	LENOVO M700 SFF DESKTOP	MJ04FW2A	1	12/12/2016	634.00	044D	3151	10/31/2023	G	7	5	(634.00)	-
S17025983	440000196904	LENOVO M700 SFF DESKTOP	MJ04FW2K	1	12/12/2016	634.00	044D	3151	10/31/2023	G	7	5	(634.00)	-
S17052794	440000220070	APC SMART UPS 2200	AS1701260285	1	4/21/2017	1,115.31	044B	3151	10/31/2023	G	7	5	(1,115.31)	-
S17025986	440000196907	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YLQT	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17025988	440000196909	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YRU4	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17025990	440000196911	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YN9S	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17025992	440000196913	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YN9B	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17025996	440000196917	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YLSQ	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17025997	440000196918	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YLSN	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17025998	440000196919	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YLSK	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17025999	440000196920	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YLSD	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17026001	440000196922	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YLRG	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17026002	440000196923	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YLRB	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17026004	440000196925	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YRW1	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY,FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
S17026005	440000196926	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YRVY	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17026007	440000196928	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YRVV	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17026010	440000196931	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YRV9	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17026011	440000196932	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YRV7	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17026015	440000196936	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YRUG	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17026019	440000196940	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YRWD	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17026022	440000196943	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YLRC	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17026024	440000196945	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YLR2	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17026025	440000196946	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YLQJ	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17026028	440000196949	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YLPM	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17026033	440000196954	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YLT0	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17026034	440000196955	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YLSX	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17026035	440000196956	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YLR9	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17026039	440000196960	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YRVS	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17026041	440000196962	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YRVL	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17026042	440000196963	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YRVF	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17026043	440000196964	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YRVD	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17026044	440000196965	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15ZBXY	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17026046	440000196967	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YRUU	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17026047	440000196968	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YRUQ	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17026048	440000196969	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YRUN	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17026050	440000196971	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YRUD	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17026051	440000196972	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YRUC	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17026053	440000196974	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YRV2	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17026054	440000196975	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YRQV	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17026057	440000196978	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YNA1	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17026060	440000196981	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YN9Q	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17026061	440000196982	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YN9M	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17026064	440000196985	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YN92	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17026066	440000196987	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YLST	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17026068	440000196989	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YLSL	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17026069	440000196990	LENOVO YOGA 260 (i7 PROCESSOR) LAPTOP	MP15YLSH	1	12/12/2016	935.00	044D	3151	10/31/2023	G	7	5	(935.00)	-
S17026075	440000196996	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01KW51	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026077	440000196998	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQHJ	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026079	440000197000	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ92	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026080	440000197001	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ88	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026083	440000197004	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQDY	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026085	440000197006	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQDR	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026086	440000197007	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQDL	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026089	440000197010	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01KWRS	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026091	440000197012	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01KWRT	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026092	440000197013	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQJL	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026093	440000197014	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01KW73	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026095	440000197016	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01KW62	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026096	440000197017	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01KW0J	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026098	440000197019	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01KWFW	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026102	440000197023	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ4N	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026103	440000197024	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ49	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026104	440000197025	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01KW04	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026105	440000197026	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01KW03	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026106	440000197027	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01KW02	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026107	440000197028	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01KW01	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026108	440000197029	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01KVZT	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026109	440000197030	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01KVZS	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026111	440000197032	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01KVZ8	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026113	440000197034	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01KVYS	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026116	440000197037	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JBWD	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026117	440000197038	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JBVX	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026118	440000197039	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JBFA	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026119	440000197040	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01FF72	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026120	440000197041	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01FF5G	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026121	440000197042	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01FF4L	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026125	440000197046	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JBFW	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026126	440000197047	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JBFN	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026127	440000197048	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JBFG	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026128	440000197049	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JBMV	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026129	440000197050	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JBKC	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026131	440000197052	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01FFMN	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026132	440000197053	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01FFM6	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY,FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
S17026133	440000197054	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01FFU3	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026135	440000197056	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPC1	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026136	440000197057	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPB6	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026137	440000197058	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPAT	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026138	440000197059	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPAH	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026139	440000197060	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPA4	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026140	440000197061	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPA0	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026141	440000197062	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HP9Y	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026143	440000197064	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ9G	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026144	440000197065	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ90	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026146	440000197067	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ8R	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026148	440000197069	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JBMZ	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026149	440000197070	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JBWL	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026150	440000197071	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JBWK	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026153	440000197074	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ8C	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026156	440000197077	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ5U	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026157	440000197078	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ54	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026158	440000197079	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ7P	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026159	440000197080	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ7M	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026160	440000197081	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ8B	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026162	440000197083	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ1H	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026166	440000197087	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQJ3	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026167	440000197088	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQHS	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026168	440000197089	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQGN	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026170	440000197091	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQE8	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026171	440000197092	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQDT	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026172	440000197093	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQDS	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026173	440000197094	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQD3	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026174	440000197095	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQCR	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026175	440000197096	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQBY	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026178	440000197099	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQAJ	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026180	440000197101	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JBEB	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026182	440000197103	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JBE5	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026184	440000197105	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JBDK	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026186	440000197107	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQJN	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026187	440000197108	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JBEY	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026188	440000197109	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JBEH	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026189	440000197110	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01KW0E	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026190	440000197111	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01KW3S	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026191	440000197112	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01KW3A	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026192	440000197113	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ4K	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026194	440000197115	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01KW0K	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026195	440000197116	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01KW1U	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026196	440000197117	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ2F	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026197	440000197118	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ1M	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026198	440000197119	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ2R	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026199	440000197120	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ4H	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026201	440000197122	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JBVW	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026206	440000197127	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01FFKT	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026208	440000197129	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPXY	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026210	440000197131	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ1B	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026212	440000197133	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPZ1	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026214	440000197135	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQJK	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026215	440000197136	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01FEZY	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026219	440000197140	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPXT	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026220	440000197141	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ63	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026221	440000197142	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPN3	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026222	440000197143	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPMP	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026224	440000197145	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQD0	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026227	440000197148	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQBX	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026228	440000197149	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQBK	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026229	440000197150	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQBJ	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026230	440000197151	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQAW	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026231	440000197152	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQAS	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026232	440000197153	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQAP	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026233	440000197154	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD019NCL	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026234	440000197155	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD019N96	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026236	440000197157	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPTH	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026237	440000197158	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPTD	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY,FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
S17026239	440000197160	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPSL	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026240	440000197161	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPYA	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026241	440000197162	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ6L	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026242	440000197163	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ6H	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026243	440000197164	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ5M	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026244	440000197165	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ5F	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026245	440000197166	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ56	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026247	440000197168	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ1Z	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026248	440000197169	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ6Z	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026250	440000197171	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD019N8J	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026252	440000197173	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPWX	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026253	440000197174	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPWW	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026254	440000197175	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPWV	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026255	440000197176	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPVR	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026256	440000197177	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPVM	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026259	440000197180	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPUC	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026260	440000197181	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPYR	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026261	440000197182	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPXE	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026262	440000197183	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ09	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026263	440000197184	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ07	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026264	440000197185	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ04	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026265	440000197186	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ03	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026266	440000197187	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ01	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026273	440000197194	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQDN	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026274	440000197195	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQEH	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026275	440000197196	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQGK	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026276	440000197197	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQGA	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026278	440000197199	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ3W	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026279	440000197200	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ1S	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026280	440000197201	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ0U	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026281	440000197202	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ0T	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026282	440000197203	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ0S	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026283	440000197204	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ0P	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026285	440000197206	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPB5	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026287	440000197208	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01FFZ0	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026288	440000197209	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01FFSK	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026291	440000197212	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01FFR9	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026292	440000197213	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01FFQE	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026295	440000197216	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01FFJV	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026298	440000197219	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01FFCD	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026300	440000197221	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01FF8C	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026301	440000197222	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01FF5C	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026302	440000197223	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01FF3H	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026304	440000197225	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01FF2T	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026305	440000197226	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01FF2K	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026306	440000197227	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01FF0Q	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026307	440000197228	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01FEZX	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026308	440000197229	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01FEZW	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026309	440000197230	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQCX	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026310	440000197231	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQBG	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026311	440000197232	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQCZ	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026314	440000197235	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPXX	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026315	440000197236	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPXK	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026316	440000197237	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPWT	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026320	440000197241	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPAN	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026322	440000197243	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPHV	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026323	440000197244	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQHC	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026327	440000197248	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPP9	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026329	440000197250	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPL9	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026330	440000197251	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPKP	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026331	440000197252	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPF8	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026332	440000197253	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPCS	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026333	440000197254	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JBYZ	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026336	440000197257	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01FF0R	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026337	440000197258	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ95	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026340	440000197261	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPQU	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026342	440000197263	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPNZ	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026345	440000197266	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPXN	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026346	440000197267	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPXM	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY,FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
S17026347	440000197268	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPTC	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026348	440000197269	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPR8	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026353	440000197274	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQC1	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026356	440000197277	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ7Z	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026358	440000197279	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ7Q	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026359	440000197280	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ7G	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026360	440000197281	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ81	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026361	440000197282	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ8V	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026362	440000197283	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQAH	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026363	440000197284	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ9L	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026364	440000197285	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JBM1	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026365	440000197286	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01KWPZ	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026369	440000197290	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01FEZU	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026371	440000197292	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01FEZF	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026372	440000197293	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01FEY7	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026374	440000197295	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JBEW	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026375	440000197296	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JBDC	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026376	440000197297	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JBD3	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026378	440000197299	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JBFC	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026380	440000197301	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JBGU	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026381	440000197302	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01JBBV	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026384	440000197305	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01KWQP	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026385	440000197306	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPMD	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026387	440000197308	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPMJ	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026388	440000197309	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPJB	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026389	440000197310	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPJ5	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026390	440000197311	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPHT	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026391	440000197312	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPHJ	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026392	440000197313	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPHH	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026393	440000197314	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPFV	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026394	440000197315	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPFS	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026395	440000197316	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPNV	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026396	440000197317	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPNM	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026397	440000197318	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPN0	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026398	440000197319	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPMY	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026399	440000197320	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPRN	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026400	440000197321	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPR6	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026405	440000197326	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ02	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026406	440000197327	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPZX	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026407	440000197328	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPZU	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026408	440000197329	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ1X	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026410	440000197331	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ1U	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026411	440000197332	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ5P	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026413	440000197334	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ34	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026414	440000197335	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPZT	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026415	440000197336	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPZS	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026416	440000197337	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ1T	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026417	440000197338	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ1R	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026418	440000197339	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ1K	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026421	440000197342	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ1E	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026422	440000197343	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ1C	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026424	440000197345	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ15	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026425	440000197346	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ0Q	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026427	440000197348	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPZR	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026429	440000197350	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPZC	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026430	440000197351	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPZA	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026431	440000197352	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPYN	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
S17026432	440000197353	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HPYM	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
14-05809	440000084632	LAPTOP CART - BLACK BOX CART 30 UNIT	14058954935	1	6/4/2014	1,339.00	044A	3151	10/31/2023	T	9	5	(1,339.00)	-
14-05812	440000084638	LAPTOP CART - BLACK BOX CART 30 UNIT	14058954937	1	6/4/2014	1,339.00	044A	3151	10/31/2023	T	9	5	(1,339.00)	-
14-05810	440000084634	LAPTOP CART - BLACK BOX CART 30 UNIT	1458954934	1	6/4/2014	1,339.00	044A	3151	10/31/2023	T	9	5	(1,339.00)	-
14-05808	440000084630	LAPTOP CART - BLACK BOX CART 30 UNIT	14058954936	1	6/4/2014	1,339.00	044A	3151	10/31/2023	T	9	5	(1,339.00)	-
11-04131	440000054253	Laptop Security Cart	31510006	1	5/5/2011	1,409.75	044A	3151	10/31/2023	T	12	5	(1,409.75)	-
13-04388	440000071074	CART, SAFEHARBOR 30 CAPACITY NOTEBOOK	24612	1	5/6/2013	1,450.00	044A	3151	10/31/2023	T	10	5	(1,450.00)	-
13-04386	440000071070	CART, SAFEHARBOR 30 CAPACITY NOTEBOOK	24608	1	5/6/2013	1,450.00	044A	3151	10/31/2023	T	10	5	(1,450.00)	-
13-04387	440000071072	CART, SAFEHARBOR 30 CAPACITY NOTEBOOK	24609	1	5/6/2013	1,450.00	044A	3151	10/31/2023	T	10	5	(1,450.00)	-
05-81886	460000002603	SYSTEM, TIME KRONOS	R0037849	1	10/26/2004	2,197.00	046A	3151	10/31/2023	T	19	7	(2,197.00)	-
99-07917	090000000654	GOLF, CART USED	974387K0896	1	6/15/1999	2,025.00	009A	3151	10/31/2023	G	24	10	(2,025.00)	-
S17026218	440000197139	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01HQ4J	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY,FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
S17026202	440000197123	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD01FF98	1	12/12/2016	264.00	044D	3151	10/31/2023	G	7	5	(264.00)	-
03-84707	130000006792	Cabinet, Alto-Shaam 600-LVD, Pizza, Warming	242030-1103	1	12/2/2002	4,649.00	013A	0171	10/31/2023	G	21	7	(4,649.00)	-
14-01206	130000001810	Oven, Garland MCO-GS-10-S, Single	1308230000325	1	8/30/2013	4,945.00	013A	9613	10/31/2023	T	10	7	(4,945.00)	-
R04-86332	130000006462	Cabinet, Alto-Shaam 600-LVD, Warming, Pizza	213035-0203	1	8/25/2003	4,649.00	013A	9613	10/31/2023	G	20	7	(4,649.00)	-
R04-86333	130000006463	Cabinet, Alto-Shaam 600-LVD, Warming,Pizza	242026-1103	1	8/25/2003	4,649.00	013A	9613	10/31/2023	G	20	7	(4,649.00)	-
997103214	190000001010	TRUCK PICKUP 3/4 TON 2001 DODGE	3B7KC26Z31M565620	1	6/7/2001	16,812.00	019A	9604	10/31/2023	G	22	10	(16,812.00)	-
997103748	190000001474	2007 CHEVEROLET EXPRESS WHITE VAN	1GBJG31U471184628	1	5/21/2007	23,707.00	019A	9604	10/31/2023	T	16	10	(23,707.00)	-
997103794	190000001519	NEW 2007 FORD E-350 SD	1FDWE35L37DB24925	1	6/30/2007	27,786.00	019A	9604	10/31/2023	T	16	10	(27,786.00)	-
16-03745	440000102655	ON2000RM/FM EXT RUN TIM	0043-3574	1	5/4/2016	2,076.26	044A	9724	10/31/2023	T	7	5	(2,076.26)	-
R01-13632	130000001330	MACHINE, ICE AUTOMATIC	34296203C	1	12/14/2000	1,627.00	013A	9722	10/31/2023	T	23	7	(1,627.00)	-
07-02222	440000049620	SERVER, CISCO MCS 7800	KQYZV4C	1	7/28/2006	2,016.99	044A	1051	10/31/2023	T	17	5	(2,016.99)	-
07-10383	110000000142	ADTRAN ATLAS 550 CCNA (RACK)	CFG0470091	1	2/27/2007	4,665.00	011A	1051	10/31/2023	T	17	7	(4,665.00)	-
07-13825	440000008404	SERVER, POWEREDGE 1950	6S3XGC1	1	6/11/2007	5,041.00	044A	1051	10/31/2023	T	16	5	(5,041.00)	-
08-06610	440000020018	HP PRICURVE 3500YL-48G	SG019TH042	1	11/8/2007	6,335.12	044A	1051	10/31/2023	T	16	5	(6,335.12)	-
14-05180	440000083483	NETLAB APPLIANCE SERVER	NDG1402-00000362	1	5/2/2014	1,800.00	044A	1051	10/31/2023	T	9	5	(1,800.00)	-
S16020605	440000099410	APC SMART UPS 1500	AS1531222153	1	11/17/2015	730.85	044D	1051	10/31/2023	T	8	5	(730.85)	-
S16020606	440000099412	APC SMART UPS 1500	AS1531222151	1	11/17/2015	730.85	044D	1051	10/31/2023	T	8	5	(730.85)	-
S16020608	440000099416	APC SMART UPS 1500	AS1531222152	1	11/17/2015	730.85	044D	1051	10/31/2023	T	8	5	(730.85)	-
S16020639	440000099467	HP 24-PORT 10/100/1000 POE V2 ZL MODULE	SG5207R0B1	1	11/17/2015	2,474.31	044B	1051	10/31/2023	T	8	5	(2,474.31)	-
S16020640	440000099469	HP 24-PORT 10/100/1000 POE V2 ZL MODULE	SG5297R36J	1	11/17/2015	2,474.31	044B	1051	10/31/2023	T	8	5	(2,474.31)	-
S16020661	440000099503	HP 24-PORT 10/100/1000 POE V2 ZL MODULE	SG5137R0H4	1	11/17/2015	2,474.31	044B	1051	10/31/2023	T	8	5	(2,474.31)	-
S16020662	440000099504	HP 24-PORT 10/100/1000 POE V2 ZL MODULE	SG5297R3LV	1	11/17/2015	2,474.31	044B	1051	10/31/2023	T	8	5	(2,474.31)	-
S16020941	440000099879	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110611	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020942	440000099880	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110966	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020943	440000099881	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110733	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020944	440000099882	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110997	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020945	440000099883	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110620	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020946	440000099884	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110671	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020947	440000099885	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110603	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020948	440000099886	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110928	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020949	440000099887	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110553	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020950	440000099888	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110566	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020951	440000099889	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110752	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020952	440000099890	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110563	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020953	440000099891	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110711	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020954	440000099892	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110673	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020955	440000099893	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110903	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020956	440000099894	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110933	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020957	440000099895	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110938	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020958	440000099896	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110926	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020959	440000099897	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110936	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020960	440000099898	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110935	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020961	440000099899	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110621	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020962	440000099900	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110610	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020963	440000099901	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509111411	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020966	440000099902	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110989	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020967	440000099903	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509111625	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020968	440000099904	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509111742	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020969	440000099905	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509111723	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020970	440000099906	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509111604	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020971	440000099907	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509111927	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020972	440000099908	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509111702	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020973	440000099909	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509111740	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020974	440000099910	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509111016	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020975	440000099911	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110983	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020976	440000099912	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110987	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020977	440000099913	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110972	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020978	440000099914	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110986	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020979	440000099915	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110978	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020980	440000099916	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509111623	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020981	440000099917	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110613	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020982	440000099918	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110650	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020983	440000099919	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110609	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020984	440000099920	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110623	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020985	440000099921	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110631	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020986	440000099922	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110600	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020987	440000099923	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509111150	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020988	440000099924	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509111131	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020989	440000099926	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509111155	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-

THE SCHOOL BOARD OF BROWARD COUNTY,FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
S16020990	440000099928	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509111140	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020991	440000099930	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509111081	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020992	440000099931	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509111037	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020993	440000099932	INDOOR PLENUM RATED, 2 RADIO 3X3	2301507231178	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020994	440000099933	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110665	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020995	440000099934	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110770	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020996	440000099935	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110627	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020997	440000099936	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509111422	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020998	440000099937	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110585	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16020999	440000099938	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110683	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16021000	440000099939	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110695	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16021001	440000099940	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110786	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16021002	440000099941	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110927	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16021003	440000099942	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110932	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16021004	440000099943	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110929	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16021005	440000099944	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110664	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16021006	440000099945	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110635	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16021007	440000099946	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110659	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16021008	440000099947	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110649	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16021009	440000099948	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110640	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16021010	440000099949	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110646	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16021011	440000099950	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110641	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16021012	440000099951	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110632	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16021013	440000099952	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110648	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16021014	440000099953	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110669	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16021015	440000099954	INDOOR PLENUM RATED, 2 RADIO 3X3	2301507231166	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16021016	440000099955	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509111049	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16021017	440000099956	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110594	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16021018	440000099957	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110703	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16021019	440000099958	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110930	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16021020	440000099959	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110787	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16021021	440000099960	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110584	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16021022	440000099961	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509111964	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16021023	440000099962	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110587	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16021024	440000099963	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110702	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16021025	440000099964	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110788	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16021026	440000099965	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110715	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16021027	440000099966	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110959	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16021028	440000099967	INDOOR PLENUM RATED, 2 RADIO 3X3	2301507231165	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16021029	440000099968	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110960	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16021030	440000099970	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509111011	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16021031	440000099972	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509111130	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16021032	440000099974	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509111069	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16021033	440000099976	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509110556	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16021034	440000099978	INDOOR PLENUM RATED, 2 RADIO 3X3	2301509111145	1	11/30/2015	566.17	044D	1051	10/31/2023	T	8	5	(566.17)	-
S16046783	440000136509	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194433	1	1/13/2016	566.17	044D	1051-W	10/31/2023	T	8	5	(566.17)	-
S16046785	440000136512	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301509251815	1	1/13/2016	566.17	044D	1051-W	10/31/2023	T	8	5	(566.17)	-
S16046786	440000136513	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301509251830	1	1/13/2016	566.17	044D	1051-W	10/31/2023	T	8	5	(566.17)	-
S16046787	440000136515	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301508194455	1	1/13/2016	566.17	044D	1051-W	10/31/2023	T	8	5	(566.17)	-
S16053913	440000148180	AP230 INDOOR PLENUM RATED 2 RADIO 3X33	2301511061803	1	3/16/2016	566.17	044D	1051-W	10/31/2023	T	8	5	(566.17)	-
S16053915	440000148183	AP230 INDOOR PLENUM RATED 2 RADIO 3X33	2301510303167	1	3/16/2016	566.17	044D	1051-W	10/31/2023	T	8	5	(566.17)	-
S16053917	440000148187	AP230 INDOOR PLENUM RATED 2 RADIO 3X33	2301511060562	1	3/16/2016	566.17	044D	1051-W	10/31/2023	T	8	5	(566.17)	-
S16053920	440000148192	AP230 INDOOR PLENUM RATED 2 RADIO 3X33	2301510303243	1	3/16/2016	566.17	044D	1051-W	10/31/2023	T	8	5	(566.17)	-
S16053931	440000148212	AP230 INDOOR PLENUM RATED 2 RADIO 3X33	2301511061069	1	3/16/2016	566.17	044D	1051-W	10/31/2023	T	8	5	(566.17)	-
S16053933	440000148215	AP230 INDOOR PLENUM RATED 2 RADIO 3X33	2301510303228	1	3/16/2016	566.17	044D	1051-W	10/31/2023	T	8	5	(566.17)	-
S16053934	440000148217	AP230 INDOOR PLENUM RATED 2 RADIO 3X33	2301510303251	1	3/16/2016	566.17	044D	1051-W	10/31/2023	T	8	5	(566.17)	-
S16053935	440000148219	AP230 INDOOR PLENUM RATED 2 RADIO 3X33	2301511062497	1	3/16/2016	566.17	044D	1051-W	10/31/2023	T	8	5	(566.17)	-
S16069198	440000167666	INDOOR PLENUM RATED, 2 RADIO 3X3	2301601201341	1	6/27/2016	566.17	044D	1051-W	10/31/2023	T	7	5	(566.17)	-
S16069199	440000167667	INDOOR PLENUM RATED, 2 RADIO 3X3	2301601200968	1	6/27/2016	566.17	044D	1051-W	10/31/2023	T	7	5	(566.17)	-
S16069202	440000167670	INDOOR PLENUM RATED, 2 RADIO 3X3	2301601200982	1	6/27/2016	566.17	044D	1051-W	10/31/2023	T	7	5	(566.17)	-
S16069213	440000167681	INDOOR PLENUM RATED, 2 RADIO 3X3	2301601201017	1	6/27/2016	566.17	044D	1051-W	10/31/2023	T	7	5	(566.17)	-
S16069214	440000167682	INDOOR PLENUM RATED, 2 RADIO 3X3	2301601200981	1	6/27/2016	566.17	044D	1051-W	10/31/2023	T	7	5	(566.17)	-
02-17647	440000002776	PRINTER, LEXMARK T520N	99002F6	1	6/13/2002	1,258.00	044A	3571	10/31/2023	T	21	5	(1,258.00)	-
02-17650	440000002779	PRINTER, LEXMARK T520N	C019256	1	6/13/2002	1,258.00	044A	3571	10/31/2023	T	21	5	(1,258.00)	-
02-17651	440000002781	PRINTER, LEXMARK T520N	C026638	1	6/13/2002	1,258.00	044A	3571	10/31/2023	T	21	5	(1,258.00)	-
02-17656	440000002787	PRINTER, LEXMARK T520N	C019259	1	6/13/2002	1,258.00	044A	3571	10/31/2023	T	21	5	(1,258.00)	-
04-08259	440000010679	PRINTER, LEXMARK T630 B/W LASER	9917W5X	1	10/24/2003	1,208.00	044A	3571	10/31/2023	T	20	5	(1,208.00)	-
04-08260	440000010680	PRINTER, LEXMARK T630 B/W LASER	9917W77	1	10/24/2003	1,208.00	044A	3571	10/31/2023	T	20	5	(1,208.00)	-
05-30703	440000021185	PRINTER, LEXMARK T630N B/W LASER	991XZ70	1	9/21/2004	1,208.00	044A	3571	10/31/2023	T	19	5	(1,208.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY,FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
05-30704	440000021186	PRINTER, LEXMARK T630N B/W LASER	991XZ68	1	9/21/2004	1,208.00	044A	3571	10/31/2023	T	19	5	(1,208.00)	-
05-30708	440000021190	PRINTER,LEXMARK T630N B/W LASER	991XZ74	1	9/21/2004	1,208.00	044A	3571	10/31/2023	T	19	5	(1,208.00)	-
05-30709	440000021192	PRINTER, LEXMARK T630N B/W LASER	991XZ76	1	9/21/2004	1,208.00	044A	3571	10/31/2023	T	19	5	(1,208.00)	-
05-30710	440000021194	PRINTER, LEXMARK T630N B/W LASER	991XZ72	1	9/21/2004	1,208.00	044A	3571	10/31/2023	T	19	5	(1,208.00)	-
05-30712	440000021198	PRINTER, LEXMARK T630N B/W LASER	991XZ6P	1	9/21/2004	1,208.00	044A	3571	10/31/2023	T	19	5	(1,208.00)	-
05-30713	440000021200	PRINTER, LEXMARK T630N B/W LASER	991Y0BG	1	9/21/2004	1,208.00	044A	3571	10/31/2023	T	19	5	(1,208.00)	-
05-30714	440000021202	PRINTER, LEXMARK T630N B/W LASER	991Y0B8	1	9/21/2004	1,208.00	044A	3571	10/31/2023	T	19	5	(1,208.00)	-
05-30716	440000021206	PRINTER, LEXMARK T630N B/W LASER	991Y0BC	1	9/21/2004	1,208.00	044A	3571	10/31/2023	T	19	5	(1,208.00)	-
05-30718	440000021209	PRINTER, LEXMARK T630N B/W LASER	991Y0B5	1	9/21/2004	1,208.00	044A	3571	10/31/2023	T	19	5	(1,208.00)	-
05-30720	440000021211	PRINTER, LEXMARK T630N B/W LASER	991Y0B1	1	9/21/2004	1,208.00	044A	3571	10/31/2023	T	19	5	(1,208.00)	-
05-30721	440000021213	PRINTER, LEXMARK T630N B/W LASER	991Y0BB	1	9/21/2004	1,208.00	044A	3571	10/31/2023	T	19	5	(1,208.00)	-
05-30724	440000021219	PRINTER, LEXMARK T630N B/W LASER	991Y09P	1	9/21/2004	1,208.00	044A	3571	10/31/2023	T	19	5	(1,208.00)	-
05-30725	440000021221	PRINTER, LEXMARK T630N B/W LASER	991Y0BK	1	9/21/2004	1,208.00	044A	3571	10/31/2023	T	19	5	(1,208.00)	-
05-30726	440000021223	PRINTER, LEXMARK T630N B/W LASER	991Y067	1	9/21/2004	1,208.00	044A	3571	10/31/2023	T	19	5	(1,208.00)	-
05-40084	440000025649	PRINTER, LEXMARK T630N BLACK/WHITE LASER	99247VF	1	1/13/2005	1,205.00	044A	3571	10/31/2023	T	19	5	(1,205.00)	-
05-54372	440000034261	IBM SERVER X236	KPLV386	1	6/16/2005	12,048.17	044A	3571	10/31/2023	T	18	5	(12,048.17)	-
05-54985	460000002102	TELECONFERENCE SYSTEM, DISTANCE LEARING	30A48211/406KT0106	1	6/23/2005	13,400.00	046A	3571	10/31/2023	T	18	7	(13,400.00)	-
05-86415	440000038676	Printer, Lexmark T630N B/W Laser	9910BYK	1	12/31/2004	1,208.00	044A	3571	10/31/2023	T	19	5	(1,208.00)	-
05LA30320	440000134990	APPLE REFRESH RAID SERVER	QP5310D6RS4	1	7/22/2005	3,970.32	044A	3571	10/31/2023	T	18	5	(3,970.32)	-
05LL04353	440000151716	Lexmark Refresh Printer-T640n	7901797	1	6/17/2005	1,099.66	044A	3571	10/31/2023	T	18	5	(1,099.66)	-
05LL04355	440000151718	Lexmark Refresh Printer-T640n	7901798	1	6/17/2005	1,099.66	044A	3571	10/31/2023	T	18	5	(1,099.66)	-
05LL04358	440000151726	Lexmark Refresh Printer-T640n	790171W	1	6/17/2005	1,099.66	044A	3571	10/31/2023	T	18	5	(1,099.66)	-
05LL04360	440000151730	Lexmark Refresh Printer-T640n	7902F6M	1	6/17/2005	1,099.66	044A	3571	10/31/2023	T	18	5	(1,099.66)	-
05LL04361	440000151733	Lexmark Refresh Printer-T640n	790175X	1	6/17/2005	1,099.66	044A	3571	10/31/2023	T	18	5	(1,099.66)	-
05LL04363	440000151738	Lexmark Refresh Printer-T640n	79022PY	1	6/17/2005	1,099.66	044A	3571	10/31/2023	T	18	5	(1,099.66)	-
05LL04366	440000151745	Lexmark Refresh Printer-T640n	7901K8G	1	6/17/2005	1,099.66	044A	3571	10/31/2023	T	18	5	(1,099.66)	-
07-08543	440000004054	APPLE DESKTOP IMAC INTEL W/20"FLAT PANEL SD	QP649001VUV	1	2/5/2007	1,815.00	044A	3571	10/31/2023	T	17	5	(1,815.00)	-
12-02928	440000059858	Bretford Mobility Cart for 30 MB	B113K00073	1	2/2/2012	1,770.93	044A	3571	10/31/2023	T	12	5	(1,770.93)	-
12-80060	440000063576	LEXMARK MF PRINTER X652DE	794DC2K	1	10/13/2011	1,799.00	044A	3571	10/31/2023	T	12	5	(1,799.00)	-
13-03203	440000068918	CART, SAFEHARBOR 30 CAPACITY NOTEBOOK	24354	1	2/5/2013	1,450.00	044A	3571	10/31/2023	T	11	5	(1,450.00)	-
14-02130	440000077993	DELL PRECISION T3600 W/24" FLAT PANEL	84Y6CY1	1	10/22/2013	1,844.38	044A	3571	10/31/2023	T	10	5	(1,844.38)	-
14-03877	440000081180	DELL PRECISION T3600 W/20" FLAT PANEL	3MKLBZ1	1	2/4/2014	1,349.00	044A	3571	10/31/2023	T	10	5	(1,349.00)	-
14-03878	440000081182	DELL PRECISION T3600 W/20" FLAT PANEL	3MJMBZ1	1	2/4/2014	1,349.00	044A	3571	10/31/2023	T	10	5	(1,349.00)	-
14-03879	440000081184	DELL PRECISION T3600 W/20" FLAT PANEL	3MKKBZ1	1	2/4/2014	1,349.00	044A	3571	10/31/2023	T	10	5	(1,349.00)	-
98-12589	440000108899	POSTERPRINTER, PRO IMAGE PLUS	51202758	1	7/27/1998	3,506.00	044A	3571	10/31/2023	G	25	5	(3,506.00)	-
98-22640	460000005113	LAMINATOR, 25"TABLE TOP 1" CORE ULTIMA 65	KHG6908	1	10/19/1998	1,295.00	046A	3571	10/31/2023	G	25	7	(1,295.00)	-
A10-81759	110000007695	PROMETHEAN ACTIVBOARD 378	C0912240414	1	4/16/2010	1,039.00	011A	3571	10/31/2023	T	14	7	(1,039.00)	-
A10-81760	110000007696	PROMETHEAN ACTIVBOARD 378	C0912240413	1	4/16/2010	1,039.00	011A	3571	10/31/2023	T	14	7	(1,039.00)	-
A10-81761	110000007697	PROMETHEAN ACTIVBOARD 378	C0912240412	1	4/16/2010	1,039.00	011A	3571	10/31/2023	T	14	7	(1,039.00)	-
A10-81762	110000007698	ACTIVOTES 32 PCS	35710002	1	12/31/2009	1,595.00	011A	3571	10/31/2023	T	14	7	(1,595.00)	-
A10-81763	110000007699	ACTIVOTES 32 PCS	35710003	1	12/31/2009	1,595.00	011A	3571	10/31/2023	T	14	7	(1,595.00)	-
S16003711	440000071428	LENOVO THINKPAD 11E TOUCH	LR043P43	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003712	440000071430	LENOVO THINKPAD 11E TOUCH	LR043P69	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003713	440000071432	LENOVO THINKPAD 11E TOUCH	LR043NQH	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003714	440000071434	LENOVO THINKPAD 11E TOUCH	LR043NQ4	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003715	440000071436	LENOVO THINKPAD 11E TOUCH	LR043NZR	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003716	440000071438	LENOVO THINKPAD 11E TOUCH	LR043NU6	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003717	440000071439	LENOVO THINKPAD 11E TOUCH	LR043NZH	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003718	440000071441	LENOVO THINKPAD 11E TOUCH	LR043P4B	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003719	440000071443	LENOVO THINKPAD 11E TOUCH	LR043NRL	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003720	440000071445	LENOVO THINKPAD 11E TOUCH	LR043NZB	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003721	440000071447	LENOVO THINKPAD 11E TOUCH	LR043NRA	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003722	440000071449	LENOVO THINKPAD 11E TOUCH	LR043NQF	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003723	440000071451	LENOVO THINKPAD 11E TOUCH	LR043NQ7	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003724	440000071453	LENOVO THINKPAD 11E TOUCH	LR043P5B	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003741	440000071484	LENOVO THINKPAD 11E TOUCH	LR043NQK	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003742	440000071486	LENOVO THINKPAD 11E TOUCH	LR043P0R	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003743	440000071488	LENOVO THINKPAD 11E TOUCH	LR043PD1	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003744	440000071490	LENOVO THINKPAD 11E TOUCH	LR043NYT	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003745	440000071492	LENOVO THINKPAD 11E TOUCH	LR043NQN	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003746	440000071494	LENOVO THINKPAD 11E TOUCH	LR043NU9	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003747	440000071496	LENOVO THINKPAD 11E TOUCH	LR043NW1	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003748	440000071497	LENOVO THINKPAD 11E TOUCH	LR043NTH	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003749	440000071499	LENOVO THINKPAD 11E TOUCH	LR043P4K	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003751	440000071503	LENOVO THINKPAD 11E TOUCH	LR043NU8	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003752	440000071505	LENOVO THINKPAD 11E TOUCH	LR043NVY	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003753	440000071507	LENOVO THINKPAD 11E TOUCH	LR043NVL	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003754	440000071509	LENOVO THINKPAD 11E TOUCH	LR043P9Z	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003755	440000071510	LENOVO THINKPAD 11E TOUCH	LR043P40	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY,FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
S16003756	440000071512	LENOVO THINKPAD 11E TOUCH	LR043P6X	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003757	440000071514	LENOVO THINKPAD 11E TOUCH	LR043NUS	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003758	440000071516	LENOVO THINKPAD 11E TOUCH	LR043P03	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003759	440000071518	LENOVO THINKPAD 11E TOUCH	LR043P3J	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003760	440000071519	LENOVO THINKPAD 11E TOUCH	LR043P3H	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003761	440000071520	LENOVO THINKPAD 11E TOUCH	LR043NXN	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003762	440000071522	LENOVO THINKPAD 11E TOUCH	LR043PCS	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003763	440000071524	LENOVO THINKPAD 11E TOUCH	LR043NQ2	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003764	440000071526	LENOVO THINKPAD 11E TOUCH	LR043P71	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003765	440000071528	LENOVO THINKPAD 11E TOUCH	LR043NY7	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003766	440000071530	LENOVO THINKPAD 11E TOUCH	LR043P4E	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003767	440000071532	LENOVO THINKPAD 11E TOUCH	LR043P6H	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003768	440000071534	LENOVO THINKPAD 11E TOUCH	LR043P7D	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003769	440000071536	LENOVO THINKPAD 11E TOUCH	LR043PCA	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003770	440000071537	LENOVO THINKPAD 11E TOUCH	LR043NZG	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003771	440000071538	LENOVO THINKPAD 11E TOUCH	LR043P6F	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003772	440000071540	LENOVO THINKPAD 11E TOUCH	LR043NQG	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003773	440000071542	LENOVO THINKPAD 11E TOUCH	LR043P2B	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003774	440000071544	LENOVO THINKPAD 11E TOUCH	LR043NVR	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003775	440000071546	LENOVO THINKPAD 11E TOUCH	LR043P5V	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003776	440000071548	LENOVO THINKPAD 11E TOUCH	LR043NXR	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003777	440000071550	LENOVO THINKPAD 11E TOUCH	LR043P6T	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003778	440000071551	LENOVO THINKPAD 11E TOUCH	LR043NQ6	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003779	440000071553	LENOVO THINKPAD 11E TOUCH	LR043NZL	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003780	440000071555	LENOVO THINKPAD 11E TOUCH	LR043NUT	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003781	440000071557	LENOVO THINKPAD 11E TOUCH	LR043P6P	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003782	440000071559	LENOVO THINKPAD 11E TOUCH	LR043P2K	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003783	440000071561	LENOVO THINKPAD 11E TOUCH	LR043P5H	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003784	440000071562	LENOVO THINKPAD 11E TOUCH	LR043P1N	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003785	440000071564	LENOVO THINKPAD 11E TOUCH	LR043P3Q	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003786	440000071566	LENOVO THINKPAD 11E TOUCH	LR043PDG	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003787	440000071568	LENOVO THINKPAD 11E TOUCH	LR043NVG	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003788	440000071570	LENOVO THINKPAD 11E TOUCH	LR043P1Y	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003789	440000071572	LENOVO THINKPAD 11E TOUCH	LR043P1T	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003790	440000071574	LENOVO THINKPAD 11E TOUCH	LR043P25	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003791	440000071575	LENOVO THINKPAD 11E TOUCH	LR043NW0	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003792	440000071577	LENOVO THINKPAD 11E TOUCH	LR043NXC	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003794	440000071581	LENOVO THINKPAD 11E TOUCH	LR043NW3	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003795	440000071583	LENOVO THINKPAD 11E TOUCH	LR043NUZ	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003796	440000071585	LENOVO THINKPAD 11E TOUCH	LR043NV3	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003797	440000071587	LENOVO THINKPAD 11E TOUCH	LR043NX9	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003798	440000071588	LENOVO THINKPAD 11E TOUCH	LR043P28	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003799	440000071590	LENOVO THINKPAD 11E TOUCH	LR043NVQ	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003800	440000071592	LENOVO THINKPAD 11E TOUCH	LR043P2Q	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003801	440000071594	LENOVO THINKPAD 11E TOUCH	LR043NQT	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003802	440000071596	LENOVO THINKPAD 11E TOUCH	LR043NQ1	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003803	440000071598	LENOVO THINKPAD 11E TOUCH	LR043P5M	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003804	440000071600	LENOVO THINKPAD 11E TOUCH	LR043P5L	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003805	440000071602	LENOVO THINKPAD 11E TOUCH	LR043NZV	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003806	440000071603	LENOVO THINKPAD 11E TOUCH	LR043P2N	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003807	440000071605	LENOVO THINKPAD 11E TOUCH	LR043NZ8	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003808	440000071607	LENOVO THINKPAD 11E TOUCH	LR043PDA	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003809	440000071608	LENOVO THINKPAD 11E TOUCH	LR043P61	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003810	440000071610	LENOVO THINKPAD 11E TOUCH	LR043NQV	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003811	440000071612	LENOVO THINKPAD 11E TOUCH	LR043P56	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003812	440000071614	LENOVO THINKPAD 11E TOUCH	LR043NQX	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003813	440000071616	LENOVO THINKPAD 11E TOUCH	LR043NVU	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003814	440000071618	LENOVO THINKPAD 11E TOUCH	LR043NWZ	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003815	440000071620	LENOVO THINKPAD 11E TOUCH	LR043P58	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003816	440000071621	LENOVO THINKPAD 11E TOUCH	LR043P6U	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003818	440000071625	LENOVO THINKPAD 11E TOUCH	LR043P59	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003819	440000071626	LENOVO THINKPAD 11E TOUCH	LR043P5E	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003820	440000071627	LENOVO THINKPAD 11E TOUCH	LR043P74	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003821	440000071628	LENOVO THINKPAD 11E TOUCH	LR043PCQ	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003822	440000071630	LENOVO THINKPAD 11E TOUCH	LR043P57	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003823	440000071632	LENOVO THINKPAD 11E TOUCH	LR043P46	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003824	440000071634	LENOVO THINKPAD 11E TOUCH	LR043PD5	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003825	440000071635	LENOVO THINKPAD 11E TOUCH	LR043P55	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003826	440000071636	LENOVO THINKPAD 11E TOUCH	LR043P5G	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY,FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
S16003827	440000071637	LENOVO THINKPAD 11E TOUCH	LR043NZS	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003828	440000071639	LENOVO THINKPAD 11E TOUCH	LR043NQQ	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003829	440000071641	LENOVO THINKPAD 11E TOUCH	LR043P3Z	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003830	440000071643	LENOVO THINKPAD 11E TOUCH	LR043P0G	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003831	440000071645	LENOVO THINKPAD 11E TOUCH	LR043P2A	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003832	440000071647	LENOVO THINKPAD 11E TOUCH	LR043NU7	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003833	440000071649	LENOVO THINKPAD 11E TOUCH	LR043P1Q	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003834	440000071651	LENOVO THINKPAD 11E TOUCH	LR043P96	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003835	440000071653	LENOVO THINKPAD 11E TOUCH	LR043NQD	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003836	440000071654	LENOVO THINKPAD 11E TOUCH	LR043NQ9	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003919	440000071794	LENOVO THINKPAD 11E TOUCH	LR043P7K	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003920	440000071795	LENOVO THINKPAD 11E TOUCH	LR043NZF	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003921	440000071797	LENOVO THINKPAD 11E TOUCH	LR043PD3	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003922	440000071799	LENOVO THINKPAD 11E TOUCH	LR043NYQ	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003923	440000071801	LENOVO THINKPAD 11E TOUCH	LR043PD6	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003924	440000071803	LENOVO THINKPAD 11E TOUCH	LR043PCG	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003925	440000071805	LENOVO THINKPAD 11E TOUCH	LR043NVH	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003926	440000071807	LENOVO THINKPAD 11E TOUCH	LR043NQ3	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003927	440000071808	LENOVO THINKPAD 11E TOUCH	LR043P4Z	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003928	440000071810	LENOVO THINKPAD 11E TOUCH	LR043P35	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003929	440000071812	LENOVO THINKPAD 11E TOUCH	LR043P8W	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003930	440000071813	LENOVO THINKPAD 11E TOUCH	LR043NW9	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003931	440000071814	LENOVO THINKPAD 11E TOUCH	LR043P1M	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003932	440000071815	LENOVO THINKPAD 11E TOUCH	LR043P5Q	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003933	440000071816	LENOVO THINKPAD 11E TOUCH	LR043PBH	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003934	440000071817	LENOVO THINKPAD 11E TOUCH	LR043NUH	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003935	440000071818	LENOVO THINKPAD 11E TOUCH	LR043NZE	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003936	440000071819	LENOVO THINKPAD 11E TOUCH	LR043P3G	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003937	440000071820	LENOVO THINKPAD 11E TOUCH	LR043P38	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003938	440000071821	LENOVO THINKPAD 11E TOUCH	LR043P68	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003939	440000071822	LENOVO THINKPAD 11E TOUCH	LR043P5N	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003940	440000071823	LENOVO THINKPAD 11E TOUCH	LR043P0K	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003941	440000071824	LENOVO THINKPAD 11E TOUCH	LR043P66	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003942	440000071825	LENOVO THINKPAD 11E TOUCH	LR03T29G	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003943	440000071826	LENOVO THINKPAD 11E TOUCH	LR043P48	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003944	440000071827	LENOVO THINKPAD 11E TOUCH	LR043P4D	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003945	440000071829	LENOVO THINKPAD 11E TOUCH	LR043NQ8	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003946	440000071831	LENOVO THINKPAD 11E TOUCH	LR043NQJ	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003947	440000071833	LENOVO THINKPAD 11E TOUCH	LR043NWR	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003948	440000071835	LENOVO THINKPAD 11E TOUCH	LR043NXV	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003949	440000071837	LENOVO THINKPAD 11E TOUCH	LR043NX7	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003950	440000071839	LENOVO THINKPAD 11E TOUCH	LR043P1U	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003951	440000071840	LENOVO THINKPAD 11E TOUCH	LR043NXA	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003952	440000071842	LENOVO THINKPAD 11E TOUCH	LR043P1X	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003953	440000071844	LENOVO THINKPAD 11E TOUCH	LR043NWB	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003954	440000071845	LENOVO THINKPAD 11E TOUCH	LR043NU3	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003955	440000071847	LENOVO THINKPAD 11E TOUCH	LR043NX6	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003956	440000071849	LENOVO THINKPAD 11E TOUCH	LR043NRE	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003957	440000071851	LENOVO THINKPAD 11E TOUCH	LR043NUU	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003958	440000071853	LENOVO THINKPAD 11E TOUCH	LR043PBN	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003959	440000071855	LENOVO THINKPAD 11E TOUCH	LR043NX3	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003960	440000071857	LENOVO THINKPAD 11E TOUCH	LR043NVK	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003961	440000071858	LENOVO THINKPAD 11E TOUCH	LR043NXD	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003962	440000071859	LENOVO THINKPAD 11E TOUCH	LR043P27	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003963	440000071861	LENOVO THINKPAD 11E TOUCH	LR043NZA	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16003964	440000071863	LENOVO THINKPAD 11E TOUCH	LR043P1V	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16004859	440000073464	LENOVO THINKPAD YOGA 12	MP08HVVK	1	9/4/2015	1,074.00	044B	3571	10/31/2023	T	8	5	(1,074.00)	-
S16004860	440000073466	LENOVO THINKPAD YOGA 12	MP08HVR6	1	9/4/2015	1,074.00	044B	3571	10/31/2023	T	8	5	(1,074.00)	-
S16004861	440000073468	LENOVO THINKPAD YOGA 12	MP08HVQ6	1	9/4/2015	1,074.00	044B	3571	10/31/2023	T	8	5	(1,074.00)	-
S16004862	440000073469	LENOVO THINKPAD YOGA 12	MP08HWGS	1	9/4/2015	1,074.00	044B	3571	10/31/2023	T	8	5	(1,074.00)	-
S16004863	440000073471	LENOVO THINKPAD YOGA 12	MP08HWX3	1	9/4/2015	1,074.00	044B	3571	10/31/2023	T	8	5	(1,074.00)	-
S16004864	440000073473	LENOVO THINKPAD YOGA 12	MP08HVVZ	1	9/4/2015	1,074.00	044B	3571	10/31/2023	T	8	5	(1,074.00)	-
S16004867	440000073479	LENOVO THINKPAD YOGA 12	MP08HW1Z	1	9/4/2015	1,074.00	044B	3571	10/31/2023	T	8	5	(1,074.00)	-
S16004869	440000073483	LENOVO THINKPAD YOGA 12	MP08HVMA	1	9/4/2015	1,074.00	044B	3571	10/31/2023	T	8	5	(1,074.00)	-
S16004870	440000073485	LENOVO THINKPAD YOGA 12	MP08HWG6	1	9/4/2015	1,074.00	044B	3571	10/31/2023	T	8	5	(1,074.00)	-
S16004874	440000073493	LENOVO THINKPAD YOGA 12	MP08HVNE	1	9/4/2015	1,074.00	044B	3571	10/31/2023	T	8	5	(1,074.00)	-
S16004875	440000073495	LENOVO THINKPAD YOGA 12	MP08HWP0	1	9/4/2015	1,074.00	044B	3571	10/31/2023	T	8	5	(1,074.00)	-
S16004876	440000073497	LENOVO THINKPAD YOGA 12	MP08HWZ6	1	9/4/2015	1,074.00	044B	3571	10/31/2023	T	8	5	(1,074.00)	-
S16004877	440000073499	LENOVO THINKPAD YOGA 12	MP08HWJD	1	9/4/2015	1,074.00	044B	3571	10/31/2023	T	8	5	(1,074.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY,FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
S16004878	440000073501	LENOVO THINKPAD YOGA 12	MP08HVQL	1	9/4/2015	1,074.00	044B	3571	10/31/2023	T	8	5	(1,074.00)	-
S16004879	440000073503	LENOVO THINKPAD YOGA 12	MP08HVVR	1	9/4/2015	1,074.00	044B	3571	10/31/2023	T	8	5	(1,074.00)	-
S16004882	440000073509	LENOVO THINKPAD YOGA 12	MP08HVVE	1	9/4/2015	1,074.00	044B	3571	10/31/2023	T	8	5	(1,074.00)	-
S16004883	440000073511	LENOVO THINKPAD YOGA 12	MP08HWXC	1	9/4/2015	1,074.00	044B	3571	10/31/2023	T	8	5	(1,074.00)	-
S16004884	440000073513	LENOVO THINKPAD YOGA 12	MP08HX1K	1	9/4/2015	1,074.00	044B	3571	10/31/2023	T	8	5	(1,074.00)	-
S16004885	440000073515	LENOVO THINKPAD YOGA 12	MP08HWKM	1	9/4/2015	1,074.00	044B	3571	10/31/2023	T	8	5	(1,074.00)	-
S16004886	440000073517	LENOVO THINKPAD YOGA 12	MP08HW28	1	9/4/2015	1,074.00	044B	3571	10/31/2023	T	8	5	(1,074.00)	-
S16004887	440000073519	LENOVO THINKPAD YOGA 12	MP08HW23	1	9/4/2015	1,074.00	044B	3571	10/31/2023	T	8	5	(1,074.00)	-
S16004889	440000073523	LENOVO THINKPAD YOGA 12	MP08HWVC	1	9/4/2015	1,074.00	044B	3571	10/31/2023	T	8	5	(1,074.00)	-
S16004891	440000073527	LENOVO THINKPAD YOGA 12	MP08HX18	1	9/4/2015	1,074.00	044B	3571	10/31/2023	T	8	5	(1,074.00)	-
S16004892	440000073529	LENOVO THINKPAD YOGA 12	MP08HVRW	1	9/4/2015	1,074.00	044B	3571	10/31/2023	T	8	5	(1,074.00)	-
S16004893	440000073531	LENOVO THINKPAD YOGA 12	MP08HWHY	1	9/4/2015	1,074.00	044B	3571	10/31/2023	T	8	5	(1,074.00)	-
S16004896	440000073537	LENOVO THINKPAD YOGA 12	MP08HW0K	1	9/4/2015	1,074.00	044B	3571	10/31/2023	T	8	5	(1,074.00)	-
S16004897	440000073539	LENOVO THINKPAD YOGA 12	MP08HW2R	1	9/4/2015	1,074.00	044B	3571	10/31/2023	T	8	5	(1,074.00)	-
S16004900	440000073545	LENOVO THINKPAD YOGA 12	MP08HWLE	1	9/4/2015	1,074.00	044B	3571	10/31/2023	T	8	5	(1,074.00)	-
S16004901	440000073547	LENOVO THINKPAD YOGA 12	MP08HW1N	1	9/4/2015	1,074.00	044B	3571	10/31/2023	T	8	5	(1,074.00)	-
S16004902	440000073549	LENOVO THINKPAD YOGA 12	MP08HWP5	1	9/4/2015	1,074.00	044B	3571	10/31/2023	T	8	5	(1,074.00)	-
S16038946	440000123319	LENOVO THINKPAD 11E TOUCH	LR04H9YB	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
S16039110	440000123606	LENOVO THINKPAD 11E TOUCH	LR04HA37	1	1/14/2016	547.00	044D	3623	10/31/2023	T	8	5	(547.00)	-
05-30706	440000021188	PRINTER, LEXMARK T630N B/W LASER	991Y0BF	1	9/21/2004	1,208.00	044A	3571	10/31/2023	T	19	5	(1,208.00)	-
05-30707	440000021189	PRINTER, LEXMARK T630N B/W LASER	991XZ6Y	1	9/21/2004	1,208.00	044A	3571	10/31/2023	T	19	5	(1,208.00)	-
05-30715	440000021204	PRINTER, LEXMARK T630N B/W LASER	991Y0B7	1	9/21/2004	1,208.00	044A	3571	10/31/2023	T	19	5	(1,208.00)	-
05-30722	440000021215	PRINTER, LEXMARK T630N B/W LASER	991Y0BH	1	9/21/2004	1,208.00	044A	3571	10/31/2023	T	19	5	(1,208.00)	-
05-49519	560000001286	PROJECTOR, ULTRA LIGHT MULTIMEDIA, 2500	F57G4X0477F	1	3/23/2005	2,023.00	056A	3571	10/31/2023	T	19	6	(2,023.00)	-
05LL04357	440000151723	Lexmark Refresh Printer-T640n	790176D	1	6/17/2005	1,099.66	044A	3571	10/31/2023	T	18	5	(1,099.66)	-
05LL04365	440000151743	Lexmark Refresh Printer-T640n	7901K63	1	6/17/2005	1,099.66	044A	3571	10/31/2023	T	18	5	(1,099.66)	-
06-84346	440000047782	Printer, Lexmark T640n	7904PHL	1	3/7/2006	1,384.00	044A	3571	10/31/2023	T	18	5	(1,384.00)	-
07-04898	440000000909	APPLE MACBOOK 1.83 GHZ, CD-RW/DVD 13.3"	4H63879YU9B	1	11/20/2006	1,499.00	044A	3571	10/31/2023	T	17	5	(1,499.00)	-
07-04899	440000000911	APPLE MACBOOK 1.83 GHZ, CD-RW/DVD 13.3"	4H63879ZU9B	1	11/20/2006	1,499.00	044A	3571	10/31/2023	T	17	5	(1,499.00)	-
07-04900	440000000912	APPLE MACBOOK 1.83 GHZ, CD-RW/DVD 13.3"	4H6387EVU9B	1	11/20/2006	1,499.00	044A	3571	10/31/2023	T	17	5	(1,499.00)	-
07-04901	440000000914	APPLE MACBOOK 1.83 GHZ, CD-RW/DVD 13.3"	4H6387D3U9B	1	11/20/2006	1,499.00	044A	3571	10/31/2023	T	17	5	(1,499.00)	-
07-05135	440000001132	APPLE G5 QUAD TOWER 20" FLAT SUPERDRIVE	G87072VKUPZ	1	11/20/2006	3,999.00	044A	3571	10/31/2023	T	17	5	(3,999.00)	-
07-05136	440000001134	APPLE DESKTOP IMAC INTEL W/17" FLAT PANEL	W864179WVUX	1	11/20/2006	1,499.00	044A	3571	10/31/2023	T	17	5	(1,499.00)	-
07-08466	440000003945	APPLE G5 QUAD TOWER 20"FLAT PANELSUPERDRIVE	G87072XQUPZ	1	2/5/2007	3,999.00	044A	3571	10/31/2023	T	17	5	(3,999.00)	-
07-34945	440000010531	APPLE MACBOOK PRO W/CD-RW/DVD-R/17" DISPLAY	W87237HJX94	1	7/30/2007	3,299.00	044A	3571	10/31/2023	T	16	5	(3,299.00)	-
07-83733	440000013659	Apple Macbook 1.83GHZ, CD-RW/DVD	4H63408AU9B	1	10/17/2006	1,499.00	044A	3571	10/31/2023	T	17	5	(1,499.00)	-
08-82747	440000029828	APPLE IMAC, 17/1.83/2GB 160/COMBO/AP	W88300ZV2JW	1	9/23/2008	1,211.00	044A	3571	10/31/2023	T	15	5	(1,211.00)	-
08LA03608	440000159295	Apple MacBook 2.4 GHz; 2 GB RAM	WQ8129H70P1	1	6/7/2008	2,769.81	044A	3571	10/31/2023	T	15	5	(2,769.81)	-
08LA03609	440000159298	Apple MacBook 2.4 GHz; 2 GB RAM	WQ8129GL0P1	1	6/7/2008	2,769.81	044A	3571	10/31/2023	T	15	5	(2,769.81)	-
08LA03610	440000159300	Apple MacBook 2.4 GHz; 2 GB RAM	WQ8129HP0P1	1	6/7/2008	2,769.81	044A	3571	10/31/2023	T	15	5	(2,769.81)	-
08LA03611	440000159302	Apple MacBook 2.4 GHz; 2 GB RAM	WQ8129JW0P1	1	6/7/2008	2,769.81	044A	3571	10/31/2023	T	15	5	(2,769.81)	-
08LA03612	440000159305	Apple MacBook 2.4 GHz; 2 GB RAM	WQ8129H60P1	1	6/7/2008	2,769.81	044A	3571	10/31/2023	T	15	5	(2,769.81)	-
08LA03613	440000159307	Apple MacBook 2.4 GHz; 2 GB RAM	WQ8129QF0P1	1	6/7/2008	2,769.81	044A	3571	10/31/2023	T	15	5	(2,769.81)	-
08LA03614	440000159309	Apple MacBook 2.4 GHz; 2 GB RAM	WQ8128R10P1	1	6/7/2008	2,769.81	044A	3571	10/31/2023	T	15	5	(2,769.81)	-
08LA03615	440000159311	Apple MacBook 2.4 GHz; 2 GB RAM	WQ812AMB0P1	1	6/7/2008	2,769.81	044A	3571	10/31/2023	T	15	5	(2,769.81)	-
08LA03616	440000159314	Apple MacBook 2.4 GHz; 2 GB RAM	WQ8129RK0P1	1	6/7/2008	2,769.81	044A	3571	10/31/2023	T	15	5	(2,769.81)	-
08LA03617	440000159316	Apple MacBook 2.4 GHz; 2 GB RAM	WQ8129GJ0P1	1	6/7/2008	2,769.81	044A	3571	10/31/2023	T	15	5	(2,769.81)	-
08LA03618	440000159318	Apple MacBook 2.4 GHz; 2 GB RAM	WQ812AMW0P1	1	6/7/2008	2,769.81	044A	3571	10/31/2023	T	15	5	(2,769.81)	-
08LA03619	440000159321	Apple MacBook 2.4 GHz; 2 GB RAM	WQ812AAN0P1	1	6/7/2008	2,769.81	044A	3571	10/31/2023	T	15	5	(2,769.81)	-
08LA03620	440000159323	Apple MacBook 2.4 GHz; 2 GB RAM	WQ812A6G0P1	1	6/7/2008	2,769.81	044A	3571	10/31/2023	T	15	5	(2,769.81)	-
08LA03621	440000159325	Apple MacBook 2.4 GHz; 2 GB RAM	WQ8129MT0P1	1	6/7/2008	2,769.81	044A	3571	10/31/2023	T	15	5	(2,769.81)	-
08LA03622	440000159328	Apple MacBook 2.4 GHz; 2 GB RAM	WQ812ACQ0P1	1	6/7/2008	2,769.81	044A	3571	10/31/2023	T	15	5	(2,769.81)	-
08LA03623	440000159330	Apple MacBook 2.4 GHz; 2 GB RAM	WQ812A3R0P1	1	6/7/2008	2,769.81	044A	3571	10/31/2023	T	15	5	(2,769.81)	-
08LA03624	440000159332	Apple MacBook 2.4 GHz; 2 GB RAM	WQ8129UB0P1	1	6/7/2008	2,769.81	044A	3571	10/31/2023	T	15	5	(2,769.81)	-
08LA03625	440000159335	Apple MacBook 2.4 GHz; 2 GB RAM	WQ8129Z40P1	1	6/7/2008	2,769.81	044A	3571	10/31/2023	T	15	5	(2,769.81)	-
08LA03626	440000159337	Apple MacBook 2.4 GHz; 2 GB RAM	WQ8129Z50P1	1	6/7/2008	2,769.81	044A	3571	10/31/2023	T	15	5	(2,769.81)	-
08LA03627	440000159339	Apple MacBook 2.4 GHz; 2 GB RAM	WQ812A3T0P1	1	6/7/2008	2,769.81	044A	3571	10/31/2023	T	15	5	(2,769.81)	-
08LA03628	440000159342	Apple MacBook 2.4 GHz; 2 GB RAM	WQ8129ZZ0P1	1	6/7/2008	2,769.81	044A	3571	10/31/2023	T	15	5	(2,769.81)	-
08LA03629	440000159344	Apple MacBook 2.4 GHz; 2 GB RAM	WQ8129HQ0P1	1	6/7/2008	2,769.81	044A	3571	10/31/2023	T	15	5	(2,769.81)	-
08LA03630	440000159346	Apple MacBook 2.4 GHz; 2 GB RAM	WQ81298D0P1	1	6/7/2008	2,769.81	044A	3571	10/31/2023	T	15	5	(2,769.81)	-
08LA03631	440000159349	Apple MacBook 2.4 GHz; 2 GB RAM	WQ8129BC0P1	1	6/7/2008	2,769.81	044A	3571	10/31/2023	T	15	5	(2,769.81)	-
08LA03632	440000159351	Apple MacBook 2.4 GHz; 2 GB RAM	WQ8129B00P1	1	6/7/2008	2,769.81	044A	3571	10/31/2023	T	15	5	(2,769.81)	-
09-00886	440000031373	DELL WS3400 W/20" FLAT PANEL	8Y1QGG1	1	7/21/2008	1,506.00	044A	3571	10/31/2023	T	15	5	(1,506.00)	-
09-04837	440000034909	APPLE,MACBK 2.4 GZ DVD/CD-RW 13.3"(ETS)	W8834NM50P1	1	9/26/2008	1,690.00	044A	3571	10/31/2023	T	15	5	(1,690.00)	-
09-04838	440000034910	APPLE,MACBK 2.4 GZ DVD/CD-RW 13.3"(ETS)	W8835WUE0P1	1	9/26/2008	1,690.00	044A	3571	10/31/2023	T	15	5	(1,690.00)	-
09-04839	440000034911	APPLE,MACBK 2.4 GZ DVD/CD-RW 13.3"(ETS)	W8834NLP0P1	1	9/26/2008	1,690.00	044A	3571	10/31/2023	T	15	5	(1,690.00)	-
09-04840	440000034912	APPLE,MACBK 2.4 GZ DVD/CD-RW 13.3"(ETS)	W8835NFY0P1	1	9/26/2008	1,690.00	044A	3571	10/31/2023	T	15	5	(1,690.00)	-
09-06143	440000036034	DELL E6400 W/DVD+/-RW 14.1" DISPLAY	FS4KJH1	1	10/10/2008	1,491.00	044A	3571	10/31/2023	T	15	5	(1,491.00)	-
09-09419	440000038089	APPLE IMAC INTEL W/17" FLAT PANEL/COMBO	QP8520082JW	1	1/21/2009	1,192.00	044A	3571	10/31/2023	T	15	5	(1,192.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY,FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
09-09420	440000038091	APPLE IMAC INTEL W/17" FLAT PANEL/COMBO	QP8520052JW	1	1/21/2009	1,192.00	044A	3571	10/31/2023	T	15	5	(1,192.00)	-
09-09422	440000038095	APPLE IMAC INTEL W/17" FLAT PANEL/COMBO	QP85200B2JW	1	1/21/2009	1,192.00	044A	3571	10/31/2023	T	15	5	(1,192.00)	-
11-05861	440000055873	MacBook Laptop	4512502BGST	1	6/27/2011	1,037.30	044A	3571	10/31/2023	T	12	5	(1,037.30)	-
11-05862	440000055874	MacBook Laptop	4512502DGST	1	6/27/2011	1,037.30	044A	3571	10/31/2023	T	12	5	(1,037.30)	-
11-05863	440000055875	MacBook Laptop	4512501PGST	1	6/27/2011	1,037.30	044A	3571	10/31/2023	T	12	5	(1,037.30)	-
11-05864	440000055876	MacBook Laptop	45125001GST	1	6/27/2011	1,037.30	044A	3571	10/31/2023	T	12	5	(1,037.30)	-
11-05865	440000055877	MacBook Laptop	4512500BGST	1	6/27/2011	1,037.30	044A	3571	10/31/2023	T	12	5	(1,037.30)	-
12-05693	440000063419	APPLE MACBOOK PRO - 2.2GHZ 15" DISPLAY	C02HFEUZDV7L	1	6/1/2012	2,048.25	044A	3571	10/31/2023	T	11	5	(2,048.25)	-
14-01759	440000077291	APPLE MACBOOK PRO 13" 25GHZ 13" DISPLY	CPWL76K4DTY3	1	10/4/2013	1,409.00	044A	3571	10/31/2023	T	10	5	(1,409.00)	-
S16000829	440000066593	IPAD AIR WIFI 16GB - SPACE GRAY	DMPPGC7HFK15	1	9/11/2015	379.00	044D	3571	10/31/2023	T	8	5	(379.00)	-
S16003817	440000071623	LENOVO THINKPAD 11E TOUCH	LR043NQC	1	9/11/2015	547.00	044D	3571	10/31/2023	T	8	5	(547.00)	-
S16004904	440000073553	LENOVO THINKPAD YOGA 12	MP08HVQB	1	9/4/2015	1,074.00	044B	3571	10/31/2023	T	8	5	(1,074.00)	-
17-02111	440000408738	PROMETHEAN ACTIVTABLE-S-US	ATA1628034	1	3/17/2017	4,950.00	044A	2011	10/31/2023	G	7	5	(4,950.00)	-
17-02258	440000408739	PROMETHEAN ACTIVTABLE-S-US	ATA1642025	1	3/28/2017	4,950.00	044A	2011	10/31/2023	G	7	5	(4,950.00)	-
02-05612	350000000098	Serving Line, Colorpoint GHF4-CPA, Hot Food Table	H01G03831C	1	10/29/2001	4,199.00	035A	0921	10/31/2023	T	22	20	(4,199.00)	-
02-05613	350000000099	Serving Line, Colorpoint 36-CFI, Cold Food	H01D03833C	1	10/29/2001	1,520.00	035A	0921	10/31/2023	T	22	20	(1,520.00)	-
02-05614	350000000100	Serving Line, Colorpoint 66-ST, Solid Top	H01D03832C	1	10/29/2001	2,099.00	035A	0921	10/31/2023	T	22	20	(2,099.00)	-
04-13925	140000000721	VACUUM, LAWN SELF-PROPELLED 8 HP BILLYGOAT	100603108	1	2/26/2004	2,400.00	014A	0841	10/31/2023	T	20	7	(2,400.00)	-
04-11585	140000000715	PRESSURE WASHERS/LANDA MVP4-35325E	P110369947	1	1/23/2004	4,280.00	014A	0841	10/31/2023	T	20	7	(4,280.00)	-
04-11586	140000000716	PRESSURE WASHERS/LANDA WATER JET 30-585	W110369589	1	1/23/2004	1,245.00	014A	0841	10/31/2023	T	20	7	(1,245.00)	-
06-06481	460000002801	Serving Line, Colorpoint K-28-CSS, Metal, Cashier	I05D11784C	1	11/10/2005	1,490.00	046A	9613	10/31/2023	T	18	7	(1,490.00)	-
06-06482	460000002802	Serving Line, Colorpoint K-28-CSS, Metal, Cashier	I05D11783C	1	11/10/2005	1,490.00	046A	9613	10/31/2023	T	18	7	(1,490.00)	-
08-04724	130000000619	Ice Machine, Scotsman CME506AS-1H	07091320017176	1	10/24/2007	1,856.19	013A	1661	10/31/2023	T	16	7	(1,856.19)	-
15-04404	130000002227	Ice Machine, Ice-O-Matic ICE0400FA5	14101280010299	1	4/15/2015	3,476.15	013A	2351	10/31/2023	T	9	7	(3,476.15)	-
03-14742	130000000292	Steamer, Groen HY-6E	6E31153MS	1	2/25/2003	7,042.00	013A	2561	10/31/2023	T	21	7	(7,042.00)	-
06-06475	130000000980	Serving Line, Colorpoint 5E5-CPA Hot Food Table	I05B11777C	1	11/10/2005	5,524.50	013A	5641	10/31/2023	T	18	7	(5,524.50)	-
R16-80077	130000001539	SOUTHBEND RANGE-S60DD-2GR	15M31242	1	3/8/2016	4,500.00	013A	1711	10/31/2023	T	8	7	(4,500.00)	-
06-83563	460000003825	XTS2500 PORTABLE RADIO	205CGK2576	1	10/31/2006	1,593.50	046A	9607	10/31/2023	T	17	7	(1,593.50)	-
05-80698	460000002125	MOTOROLA XTS2500 PORTABLE RADIO	205CEW0296	1	11/4/2004	1,963.00	046A	9607	10/31/2023	T	19	7	(1,963.00)	-
08-82649	460000001874	MOTOROLA XTS2500 RADIO	205CHT3836	1	9/11/2007	1,493.50	046A	9607	10/31/2023	T	16	7	(1,493.50)	-
08-82641	460000001866	MOTOROLA XTS2500 RADIO	205CHT3828	1	9/11/2007	1,493.50	046A	9607	10/31/2023	T	16	7	(1,493.50)	-
08-82642	460000001867	MOTOROLA XTS2500 RADIO	205CHT3829	1	9/11/2007	1,493.50	046A	9607	10/31/2023	T	16	7	(1,493.50)	-
08-82636	460000001861	MOTOROLA XTS2500 RADIO	205CHT3823	1	9/11/2007	1,493.50	046A	9607	10/31/2023	T	16	7	(1,493.50)	-
08-82646	460000001871	MOTOROLA XTS2500 RADIO	205CHT3833	1	9/11/2007	1,493.50	046A	9607	10/31/2023	T	16	7	(1,493.50)	-
08-82637	460000001862	MOTOROLA XTS2500 RADIO	205CHT3824	1	9/11/2007	1,493.50	046A	9607	10/31/2023	T	16	7	(1,493.50)	-
08-82655	460000001880	MOTOROLA XTS2500 RADIO	205CHT3842	1	9/11/2007	1,493.50	046A	9607	10/31/2023	T	16	7	(1,493.50)	-
08-82634	460000001859	MOTOROLA XTS2500 RADIO	205CHT3821	1	9/11/2007	1,493.50	046A	9607	10/31/2023	T	16	7	(1,493.50)	-
08-82652	460000001877	MOTOROLA XTS2500 RADIO	205CHT3839	1	9/11/2007	1,493.50	046A	9607	10/31/2023	T	16	7	(1,493.50)	-
08-82631	460000001855	MOTOROLA XTS2500 RADIO	205CHT3818	1	9/11/2007	1,493.50	046A	9607	10/31/2023	T	16	7	(1,493.50)	-
08-82648	460000001873	MOTOROLA XTS2500 RADIO	205CHT3835	1	9/11/2007	1,493.50	046A	9607	10/31/2023	T	16	7	(1,493.50)	-
08-82647	460000001872	MOTOROLA XTS2500 RADIO	205CHT3834	1	9/11/2007	1,493.50	046A	9607	10/31/2023	T	16	7	(1,493.50)	-
08-82653	460000001878	MOTOROLA XTS2500 RADIO	205CHT3840	1	9/11/2007	1,493.50	046A	9607	10/31/2023	T	16	7	(1,493.50)	-
08-82632	460000001856	MOTOROLA XTS2500 RADIO	205CHT3819	1	9/11/2007	1,493.50	046A	9607	10/31/2023	T	16	7	(1,493.50)	-
08-82651	460000001876	MOTOROLA XTS2500 RADIO	205CHT3838	1	9/11/2007	1,493.50	046A	9607	10/31/2023	T	16	7	(1,493.50)	-
08-82654	460000001879	MOTOROLA XTS2500 RADIO	205CHT3841	1	9/11/2007	1,493.50	046A	9607	10/31/2023	T	16	7	(1,493.50)	-
06-83547	460000003821	XTS2500 PORTABLE RADIO	205CGK2560	1	10/31/2006	1,593.50	046A	9607	10/31/2023	T	17	7	(1,593.50)	-
08-82626	460000001853	MOTOROLA XTS2500 RADIO	205CHT3813	1	9/11/2007	1,493.50	046A	9607	10/31/2023	T	16	7	(1,493.50)	-
06-83562	460000003824	XTS2500 PORTABLE RADIO	205CGK2575	1	10/31/2006	1,593.50	046A	9607	10/31/2023	T	17	7	(1,593.50)	-
06-83564	460000003826	XTS2500 PORTABLE RADIO	205CGK2577	1	10/31/2006	1,593.50	046A	9607	10/31/2023	T	17	7	(1,593.50)	-
08-82638	460000001863	MOTOROLA XTS2500 RADIO	205CHT3825	1	9/11/2007	1,493.50	046A	9607	10/31/2023	T	16	7	(1,493.50)	-
08-82643	460000001868	MOTOROLA XTS2500 RADIO	205CHT3830	1	9/11/2007	1,493.50	046A	9607	10/31/2023	T	16	7	(1,493.50)	-
08-82635	460000001860	MOTOROLA XTS2500 RADIO	205CHT3822	1	9/11/2007	1,493.50	046A	9607	10/31/2023	T	16	7	(1,493.50)	-
08-82650	460000001875	MOTOROLA XTS2500 RADIO	205CHT3837	1	9/11/2007	1,493.50	046A	9607	10/31/2023	T	16	7	(1,493.50)	-
08-82609	460000001849	MOTOROLA XTS2500 RADIO	205CHT3796	1	9/11/2007	1,493.50	046A	9607	10/31/2023	T	16	7	(1,493.50)	-
06-83561	460000003823	XTS2500 PORTABLE RADIO	205CGK2574	1	10/31/2006	1,593.50	046A	9607	10/31/2023	T	17	7	(1,593.50)	-
08-82640	460000001865	MOTOROLA XTS2500 RADIO	205CHT3827	1	9/11/2007	1,493.50	046A	9607	10/31/2023	T	16	7	(1,493.50)	-
05-35630	460000001495	MOTOROLA XTS2500 PORTABLE RADIO	205CEW0297	1	11/4/2004	1,963.00	046A	9607	10/31/2023	T	19	7	(1,963.00)	-
07-28824	440000009838	DELL LAPTOP D520 W/CD-RW/DVD 14.1" DISPLAY	C27NWC1	1	7/25/2007	1,441.00	044A	9607	10/31/2023	T	16	5	(1,441.00)	-
13-04798	440000071796	APPLE IMAC INTEL W/27" GLOSSY WIDESCREEN	D25KM0FVDNCV	1	5/22/2013	1,959.00	044A	9604	10/31/2023	T	10	5	(1,959.00)	-
13-00465	440000064683	DELL E6520 W/DVD+/-RW 15.6" DISPLAY	7FHKDS1	1	7/11/2012	1,319.00	044A	9604	10/31/2023	T	11	5	(1,319.00)	-
15-03281	460000004591	KRONOS 4500, FULL, A/N, PROX, EXP MEMORY	00JC362913	1	1/13/2015	2,306.50	046A	9604	10/31/2023	T	9	7	(2,306.50)	-
15-03276	460000004586	KRONOS 4500, FULL, A/N, PROX, EXP MEMORY	00JC362971	1	1/13/2015	2,306.50	046A	9604	10/31/2023	T	9	7	(2,306.50)	-
A06-84814	440000111880	COMPUTER, DELL LAPTOP D510	3QZZN81	1	3/22/2006	1,682.86	044A	9604	10/31/2023	T	18	5	(1,682.86)	-
07-83593	460000001101	TANDBERG T150	38A08348	1	5/7/2007	1,412.98	046A	9604	10/31/2023	T	16	7	(1,412.98)	-
07-83597	460000001105	TANDBERG T150	38A08376	1	5/7/2007	1,412.98	046A	9604	10/31/2023	T	16	7	(1,412.98)	-
06-10091	460000003523	MOTOROLA XTS2500 PORTABLE RADIO, TYPE 1	205CFZ6015	1	1/24/2006	1,963.50	046A	9604	10/31/2023	T	18	7	(1,963.50)	-
11-01910	130000001193	Freezer, Victory, VF-2, 2-door	N1089048	1	12/14/2010	3,574.00	013A	0461	10/31/2023	T	13	7	(3,574.00)	-
07-14570	440000009320	PRINTER, LEXMARK X646E	79137PN	1	6/27/2007	5,542.00	044A	9706	10/31/2023	T	16	5	(5,542.00)	-
08-13544	440000027482	PRINTER, LEXMARK T640N B/W LASER 2 DRAWERS	791B6LH	1	3/18/2008	1,384.00	044A	9706	10/31/2023	T	16	5	(1,384.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY,FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
08-13545	440000027484	PRINTER, LEXMARK T640N B/W LASER 2 DRAWERS	791B6L0	1	3/18/2008	1,384.00	044A	9706	10/31/2023	T	16	5	(1,384.00)	-
08-13546	440000027486	PRINTER, LEXMARK T640N B/W LASER 2 DRAWERS	791B6R5	1	3/18/2008	1,384.00	044A	9706	10/31/2023	T	16	5	(1,384.00)	-
08-13547	440000027488	PRINTER, LEXMARK T640N B/W LASER 2 DRAWERS	791B6LG	1	3/18/2008	1,384.00	044A	9706	10/31/2023	T	16	5	(1,384.00)	-
08-82117	440000029268	PRINTER, LEXMARK T644TN	792409C	1	3/3/2008	2,287.00	044A	9706	10/31/2023	T	16	5	(2,287.00)	-
15-04525	440000093627	LENOVO THINKSTATION P300 TOWER	MJ024SFQ	1	4/22/2015	1,139.00	044A	9706	10/31/2023	T	9	5	(1,139.00)	-
15-04526	440000093629	LENOVO THINKSTATION P300 TOWER	MJ024SFF	1	4/22/2015	1,139.00	044A	9706	10/31/2023	T	9	5	(1,139.00)	-
15-04527	440000093631	LENOVO THINKSTATION P300 TOWER	MJ024SFZ	1	4/22/2015	1,139.00	044A	9706	10/31/2023	T	9	5	(1,139.00)	-
15-04528	440000093633	LENOVO THINKSTATION P300 TOWER	MJ024SFY	1	4/22/2015	1,139.00	044A	9706	10/31/2023	T	9	5	(1,139.00)	-
15-04529	440000093636	LENOVO THINKSTATION P300 TOWER	MJ024SFH	1	4/22/2015	1,139.00	044A	9706	10/31/2023	T	9	5	(1,139.00)	-
15-04530	440000093638	LENOVO THINKSTATION P300 TOWER	MJ024SG0	1	4/22/2015	1,139.00	044A	9706	10/31/2023	T	9	5	(1,139.00)	-
15-04531	440000093640	LENOVO THINKSTATION P300 TOWER	MJ024SFM	1	4/22/2015	1,139.00	044A	9706	10/31/2023	T	9	5	(1,139.00)	-
15-04532	440000093642	LENOVO THINKSTATION P300 TOWER	MJ024SFR	1	4/22/2015	1,139.00	044A	9706	10/31/2023	T	9	5	(1,139.00)	-
15-04533	440000093644	LENOVO THINKSTATION P300 TOWER	MJ024SFX	1	4/22/2015	1,139.00	044A	9706	10/31/2023	T	9	5	(1,139.00)	-
15-04534	440000093646	LENOVO THINKSTATION P300 TOWER	MJ024SFG	1	4/22/2015	1,139.00	044A	9706	10/31/2023	T	9	5	(1,139.00)	-
05-49610	440000031543	DELL,LAPTOP,PM W/2XDVS+RW DRIVE,15.4"WIDE	2RJ8071	1	4/7/2005	2,238.00	044A	9706	10/31/2023	T	19	5	(2,238.00)	-
08-04788	440000017844	DELL LAPTOP D830 W/DVD+/-RW/15.4"DISPLAY	GC17RD1	1	10/18/2007	1,730.00	044A	9706	10/31/2023	T	16	5	(1,730.00)	-
09-03900	440000034126	DELL D630W/DVD+/RW 14.1"DISPLAY	D6G06H1	1	8/27/2008	1,491.00	044A	9706	10/31/2023	T	15	5	(1,491.00)	-
14-05261	440000083619	LENOVO THINKPAD W540	R900RWBV	1	5/9/2014	1,284.00	044A	9706	10/31/2023	T	9	5	(1,284.00)	-
14-05262	440000083621	LENOVO THINKPAD W540	R900RWBT	1	5/9/2014	1,284.00	044A	9706	10/31/2023	T	9	5	(1,284.00)	-
03-81662	110000000184	SMARTBOARD, 47 INCH	SB54019238	1	1/29/2003	1,049.00	011A	2621	10/31/2023	T	21	7	(1,049.00)	-
05-49297	110000001321	SMARTBOARD	SB580114193	1	4/5/2005	1,399.00	011A	2621	10/31/2023	T	19	7	(1,399.00)	-
05-49298	110000001322	SMARTBOARD	SB580143924	1	4/5/2005	1,399.00	011A	2621	10/31/2023	T	19	7	(1,399.00)	-
05-52775	110000001660	SMARTBOARD, 72" DIAG	SB580171699	1	5/19/2005	1,399.00	011A	2621	10/31/2023	T	18	7	(1,399.00)	-
05-52776	110000001661	SMARTBOARD, 72" DIAG	SB580143954	1	5/19/2005	1,399.00	011A	2621	10/31/2023	T	18	7	(1,399.00)	-
05-52777	110000001662	SMARTBOARD, 72" DIAG	SB580163529	1	5/19/2005	1,399.00	011A	2621	10/31/2023	T	18	7	(1,399.00)	-
07-08529	110000000093	SMARTBOARD, WHITEBOARD 680	SB680R1041403	1	2/1/2007	1,299.00	011A	2621	10/31/2023	T	17	7	(1,299.00)	-
07-08530	110000000094	SMARTBOARD, WHITEBOARD 680	SB680R1041404	1	2/1/2007	1,299.00	011A	2621	10/31/2023	T	17	7	(1,299.00)	-
07-08531	110000000095	SMARTBOARD, WHITEBOARD 680	SB680R1040882	1	2/1/2007	1,299.00	011A	2621	10/31/2023	T	17	7	(1,299.00)	-
07-08532	110000000096	SMARTBOARD, WHITEBOARD 680	SB680R1040883	1	2/1/2007	1,299.00	011A	2621	10/31/2023	T	17	7	(1,299.00)	-
07-08540	110000000097	SMARTBOARD, WHITEBOARD 680	SB680R1040885	1	2/1/2007	1,299.00	011A	2621	10/31/2023	T	17	7	(1,299.00)	-
08-06028	110000000529	WHITEBOARD PROMETHEAN W/STAND, INST X WRRTY	6330077081	1	11/5/2007	1,602.00	011A	2621	10/31/2023	T	16	7	(1,602.00)	-
08-81215	110000001063	ACTIVBOARD 78	0731502073	1	10/24/2007	1,602.00	011A	2621	10/31/2023	T	16	7	(1,602.00)	-
08-81216	110000001064	ACTIVBOARD 78	0731502074	1	10/24/2007	1,602.00	011A	2621	10/31/2023	T	16	7	(1,602.00)	-
09-82958	110000002913	Board, Promethean	C0912040312	1	3/1/2009	1,039.00	011A	2621	10/31/2023	T	15	7	(1,039.00)	-
09-82959	110000002914	Board, Promethean	C0912040311	1	3/1/2009	1,039.00	011A	2621	10/31/2023	T	15	7	(1,039.00)	-
09-82960	110000002915	Board, Promethean	C0912040310	1	3/1/2009	1,039.00	011A	2621	10/31/2023	T	15	7	(1,039.00)	-
02-01282	600000000023	RECEIVER, TELEVISION MONITOR 32" ZENITH	12143290645	1	7/26/2001	1,178.25	060A	2621	10/31/2023	T	22	7	(1,178.25)	-
04-03239	600000000070	ZENITH, TELEVISION RECVR/MONITOR	22142440074	1	8/18/2003	1,434.00	060A	2621	10/31/2023	T	20	7	(1,434.00)	-
06-09375	600000000741	TELEVISION RECV/MONITOR	503RMDZ098562	1	1/30/2006	1,050.00	060A	2621	10/31/2023	T	18	7	(1,050.00)	-
06-09376	600000000742	TELEVISION RECV/MONITOR 32" ZENITH	508MRZL066533	1	1/30/2006	1,050.00	060A	2621	10/31/2023	T	18	7	(1,050.00)	-
06-09377	600000000743	TELEVISION RECV/MONITOR 32"ZENITH	508RMUY066542	1	1/30/2006	1,050.00	060A	2621	10/31/2023	T	18	7	(1,050.00)	-
06-09378	600000000744	TELEVISION RECV/MONITOR 32"ZENITH	503RMWV098593	1	1/30/2006	1,050.00	060A	2621	10/31/2023	T	18	7	(1,050.00)	-
07-01666	600000000782	TELEVISION RECV/MONITOR 32"ZENITH	606RMCJ082987	1	8/21/2006	1,050.00	060A	2621	10/31/2023	T	17	7	(1,050.00)	-
07-01667	600000000783	TELEVISION RECV/MONITOR 32"ZENITH	606RMFP036827	1	8/21/2006	1,050.00	060A	2621	10/31/2023	T	17	7	(1,050.00)	-
07-01668	600000000784	TELEVISION RECV/MONITOR 32"ZENITH	606RMDZ082994	1	8/21/2006	1,050.00	060A	2621	10/31/2023	T	17	7	(1,050.00)	-
07-01669	600000000785	TELEVISION RECV/MONITOR 32"ZENITH	606RMQK082988	1	8/21/2006	1,050.00	060A	2621	10/31/2023	T	17	7	(1,050.00)	-
07-01670	600000000786	TELEVISION RECV/MONITOR 32"ZENITH	606RMHR083081	1	8/21/2006	1,050.00	060A	2621	10/31/2023	T	17	7	(1,050.00)	-
07-01671	600000000787	TELEVISION RECV/MONITOR 32"ZENITH	606RMUY036846	1	8/21/2006	1,050.00	060A	2621	10/31/2023	T	17	7	(1,050.00)	-
07-01672	600000000788	TELEVISION RECV/MONITOR 32"ZENITH	606RMTT083065	1	8/21/2006	1,050.00	060A	2621	10/31/2023	T	17	7	(1,050.00)	-
07-01673	600000000789	TELEVISION RECV/MONITOR 32"ZENITH	606RMSS083086	1	8/21/2006	1,050.00	060A	2621	10/31/2023	T	17	7	(1,050.00)	-
07-01674	600000000790	TELEVISION RECV/MONITOR 32"ZENITH	606RMXX036802	1	8/21/2006	1,050.00	060A	2621	10/31/2023	T	17	7	(1,050.00)	-
07-01675	600000000791	TELEVISION RECV/MONITOR 32"ZENITH	606RMZL082989	1	8/21/2006	1,050.00	060A	2621	10/31/2023	T	17	7	(1,050.00)	-
07-01676	600000000792	TELEVISION RECV/MONITOR 32"ZENITH	606RMYA083082	1	8/21/2006	1,050.00	060A	2621	10/31/2023	T	17	7	(1,050.00)	-
12-02383	600000000990	TELEVISION, SHARP 46"	111816035	1	1/4/2012	2,058.91	060A	2621	10/31/2023	T	12	7	(2,058.91)	-
00-03642	440000000018	PRINTER, LEXMARK OPTRA M410N	0014328	1	2/28/2000	1,466.00	044A	2621	10/31/2023	G	24	5	(1,466.00)	-
01-05471	440000000262	PRINTER, LEXMARK OPTRA M410N	0066310	1	8/31/2000	1,466.00	044A	2621	10/31/2023	G	23	5	(1,466.00)	-
01-05473	440000000263	PRINTER, LEXMARK OPTRA M410N	0067149	1	8/31/2000	1,466.00	044A	2621	10/31/2023	G	23	5	(1,466.00)	-
01-05491	440000000264	PRINTER, LEXMARK OPTRA M410N	0069094	1	8/31/2000	1,466.00	044A	2621	10/31/2023	G	23	5	(1,466.00)	-
02-07143	440000001233	PRINTER, LEXMARK M410N	2520652	1	11/7/2001	1,466.00	044A	2621	10/31/2023	T	22	5	(1,466.00)	-
03-04526	440000004018	PRINTER, LEXMARK OPTRA COLOR 45N	0074159	1	8/16/2002	1,063.00	044A	2621	10/31/2023	T	21	5	(1,063.00)	-
03-18147	440000006055	PRINTER, LEXMARK T520N	990C5DC	1	4/1/2003	1,234.00	044A	2621	10/31/2023	T	21	5	(1,234.00)	-
03-18148	440000006057	PRINTER, LEXMARK T520N	990C5DH	1	4/14/2003	1,234.00	044A	2621	10/31/2023	T	21	5	(1,234.00)	-
03-18149	440000006059	PRINTER, LEXMARK T520N	990C5D9	1	4/14/2003	1,234.00	044A	2621	10/31/2023	T	21	5	(1,234.00)	-
03-18150	440000006060	PRINTER, LEXMARK T520N	990C5GC	1	4/14/2003	1,234.00	044A	2621	10/31/2023	T	21	5	(1,234.00)	-
03-18151	440000006062	PRINTER, LEXMARK C750	94015GN	1	4/14/2003	3,092.00	044A	2621	10/31/2023	T	21	5	(3,092.00)	-
03-23427	440000007494	PRINTER, ELXMARK T520N	9910BLB	1	6/30/2003	1,208.00	044A	2621	10/31/2023	T	20	5	(1,208.00)	-
04-12132	440000011503	PRINTER, LEXMARK T630N B/W LASER	991C4KN	1	2/3/2004	1,208.00	044A	2621	10/31/2023	T	20	5	(1,208.00)	-
04-12135	440000011506	PRINTER, LEXMARK T630N B/W LASER	991C4KP	1	2/3/2004	1,208.00	044A	2621	10/31/2023	T	20	5	(1,208.00)	-
04-12502	440000011626	PRINTER LEXMARK T630N B/W LASER	991GCBL	1	2/3/2004	1,208.00	044A	2621	10/31/2023	T	20	5	(1,208.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY,FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
04-13821	440000011764	PRINTER LEXMARK C752N COLOR LASER	940FBKH	1	2/17/2004	3,092.00	044A	2621	10/31/2023	T	20	5	(3,092.00)	-
04-19726	440000013143	PRINTER LEXMARK T630N B/W LASER	991M223	1	1/1/2004	1,208.00	044A	2621	10/31/2023	T	20	5	(1,208.00)	-
04-19729	440000013145	PRINTER LEXMARK T630N B/W LASER	991M225	1	6/17/2004	1,208.00	044A	2621	10/31/2023	T	19	5	(1,208.00)	-
04-19730	440000013146	PRINTER LEXMARK T630N B/W LASER	991L4V1	1	6/17/2004	1,208.00	044A	2621	10/31/2023	T	19	5	(1,208.00)	-
04-19731	440000013147	PRINTER LEXMSRK T630N B/W LASER	991L4V2	1	6/17/2004	1,208.00	044A	2621	10/31/2023	T	19	5	(1,208.00)	-
04-19732	440000013148	PRINTER LEXMARK T630N B/W LASER	991L4XP	1	6/17/2004	1,208.00	044A	2621	10/31/2023	T	19	5	(1,208.00)	-
04-19733	440000013149	PRINTET LEXMARK T630N B/W LASER	991M221	1	6/17/2004	1,208.00	044A	2621	10/31/2023	T	19	5	(1,208.00)	-
05-38927	440000024962	PRINTER, LEXMARK T630N B/W LASER	99226YT	1	11/18/2004	1,208.00	044A	2621	10/31/2023	T	19	5	(1,208.00)	-
05-38928	440000024963	PRINTER, LEXMARK T630N B/W LASER	99226V9	1	11/18/2004	1,208.00	044A	2621	10/31/2023	T	19	5	(1,208.00)	-
05-46889	440000029549	PRINTER,LEXMARK C762N COLOR LASER	940H9HM	1	2/23/2005	3,092.00	044A	2621	10/31/2023	T	19	5	(3,092.00)	-
05-47981	440000030320	PRINTER LEXMARK T630N B/W LASER	99216NV	1	3/17/2005	1,208.00	044A	2621	10/31/2023	T	19	5	(1,208.00)	-
05-51243	440000032568	PRINTER LEXMARK T632TN	9927NF9	1	5/3/2005	2,287.00	044A	2621	10/31/2023	T	18	5	(2,287.00)	-
05LL03018	440000148765	Lexmark Refresh Printer-T640n	7901YH8	1	6/17/2005	1,099.66	044A	2621	10/31/2023	T	18	5	(1,099.66)	-
05LL03019	440000148767	Lexmark Refresh Printer-T640n	7901YFY	1	6/17/2005	1,099.66	044A	2621	10/31/2023	T	18	5	(1,099.66)	-
05LL03020	440000148770	Lexmark Refresh Printer-T640n	7902FC3	1	6/17/2005	1,099.66	044A	2621	10/31/2023	T	18	5	(1,099.66)	-
05LL03021	440000148772	Lexmark Refresh Printer-T640n	7902FD3	1	6/17/2005	1,099.66	044A	2621	10/31/2023	T	18	5	(1,099.66)	-
05LL03022	440000148774	Lexmark Refresh Printer-T640n	7902F7W	1	6/17/2005	1,099.66	044A	2621	10/31/2023	T	18	5	(1,099.66)	-
05LL03024	440000148779	Lexmark Refresh Printer-T640n	7902FC8	1	6/17/2005	1,099.66	044A	2621	10/31/2023	T	18	5	(1,099.66)	-
05LL03026	440000148784	Lexmark Refresh Printer-T640n	7902FDD	1	6/17/2005	1,099.66	044A	2621	10/31/2023	T	18	5	(1,099.66)	-
05LL03027	440000148787	Lexmark Refresh Printer-T640n	7901YD7	1	6/17/2005	1,099.66	044A	2621	10/31/2023	T	18	5	(1,099.66)	-
05LL03028	440000148789	Lexmark Refresh Printer-T640n	7902FDV	1	6/17/2005	1,099.66	044A	2621	10/31/2023	T	18	5	(1,099.66)	-
05LL03030	440000148794	Lexmark Refresh Printer-T640n	7902F2Y	1	6/17/2005	1,099.66	044A	2621	10/31/2023	T	18	5	(1,099.66)	-
05LL03031	440000148796	Lexmark Refresh Printer-T640n	7902FP3	1	6/17/2005	1,099.66	044A	2621	10/31/2023	T	18	5	(1,099.66)	-
05LL03032	440000148798	Lexmark Refresh Printer-T640n	7902FCW	1	6/17/2005	1,099.66	044A	2621	10/31/2023	T	18	5	(1,099.66)	-
05LL03033	440000148801	Lexmark Refresh Printer-T640n	7902FPR	1	6/17/2005	1,099.66	044A	2621	10/31/2023	T	18	5	(1,099.66)	-
05LL03035	440000148805	Lexmark Refresh Printer-T640n	7901ZXB	1	6/17/2005	1,099.66	044A	2621	10/31/2023	T	18	5	(1,099.66)	-
05LL03037	440000148810	Lexmark Refresh Printer-T640n	7901YG7	1	6/17/2005	1,099.66	044A	2621	10/31/2023	T	18	5	(1,099.66)	-
05LL03038	440000148812	Lexmark Refresh Printer-T640n	7901YF3	1	6/17/2005	1,099.66	044A	2621	10/31/2023	T	18	5	(1,099.66)	-
05LL03039	440000148814	Lexmark Refresh Printer-T640n	7901ZZL	1	6/17/2005	1,099.66	044A	2621	10/31/2023	T	18	5	(1,099.66)	-
05LL03040	440000148816	Lexmark Refresh Printer-T640n	7901ZYN	1	6/17/2005	1,099.66	044A	2621	10/31/2023	T	18	5	(1,099.66)	-
05LL03041	440000148819	Lexmark Refresh Printer-T640n	7901YLP	1	6/17/2005	1,099.66	044A	2621	10/31/2023	T	18	5	(1,099.66)	-
05LL03042	440000148821	Lexmark Refresh Printer-T640n	79020CZ	1	6/17/2005	1,099.66	044A	2621	10/31/2023	T	18	5	(1,099.66)	-
05LL03043	440000148823	Lexmark Refresh Printer-T640n	7901ZZZ	1	6/17/2005	1,099.66	044A	2621	10/31/2023	T	18	5	(1,099.66)	-
05LL03044	440000148825	Lexmark Refresh Printer-T640n	7901YCB	1	6/17/2005	1,099.66	044A	2621	10/31/2023	T	18	5	(1,099.66)	-
05LL03045	440000148827	Lexmark Refresh Printer-T640n	7901YK0	1	6/17/2005	1,099.66	044A	2621	10/31/2023	T	18	5	(1,099.66)	-
05LL03046	440000148829	Lexmark Refresh Printer-T640n	7902FDN	1	6/17/2005	1,099.66	044A	2621	10/31/2023	T	18	5	(1,099.66)	-
07-02928	440000049783	PRINTER, LEXMARK T640N B/W LASER	790H2BH	1	9/18/2006	1,198.00	044A	2621	10/31/2023	T	17	5	(1,198.00)	-
07-02929	440000049784	PRINTER, LEXMARK T640N B/W LASER	7909X9L	1	9/18/2006	1,198.00	044A	2621	10/31/2023	T	17	5	(1,198.00)	-
07-02932	440000049788	PRINTER, LEXMARK T640N B/W LASER	790H26R	1	9/18/2006	1,198.00	044A	2621	10/31/2023	T	17	5	(1,198.00)	-
07-02934	440000049791	PRINTER,LEXMARK T640N B/W LASER	790H271	1	9/18/2006	1,198.00	044A	2621	10/31/2023	T	17	5	(1,198.00)	-
07-02936	440000049793	PRINTER, LEXMARK T640N B/W LASER	790H25C	1	9/18/2006	1,198.00	044A	2621	10/31/2023	T	17	5	(1,198.00)	-
07-11387	440000006441	PRINTER LEXMARK T644TN BLACK/WHITE LASER	790RHFX	1	3/29/2007	2,287.00	044A	2621	10/31/2023	T	17	5	(2,287.00)	-
09-06654	440000036284	PRINTER, LEXMARK B/W LASER 2 DRAWER	792V946	1	10/21/2008	1,334.00	044A	2621	10/31/2023	T	15	5	(1,334.00)	-
12-02382	440000059201	PRINTER, LEXMARK T652DN B/W DUPLEX LASER	7951T9F	1	1/23/2012	1,248.00	044A	2621	10/31/2023	T	12	5	(1,248.00)	-
A13-81291	440000058535	PRINTER, MFP X652DE	79G60TV	1	12/12/2012	1,799.00	044A	2621	10/31/2023	T	11	5	(1,799.00)	-
S16048431	440000139192	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130687	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048432	440000139194	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510131114	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048433	440000139195	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510131139	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048434	440000139197	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130709	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048435	440000139198	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510131404	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048436	440000139200	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130724	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048437	440000139202	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130277	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048438	440000139204	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130376	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048439	440000139206	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130372	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048440	440000139208	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130907	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048441	440000139209	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130337	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048442	440000139211	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130328	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048443	440000139213	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130355	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048444	440000139214	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130313	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048445	440000139216	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130279	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048446	440000139218	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130263	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048447	440000139219	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130544	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048448	440000139221	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130528	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048449	440000139223	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130225	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048450	440000139224	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130243	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048451	440000139226	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130220	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048452	440000139228	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130250	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048453	440000139230	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130814	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048454	440000139232	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130236	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-

THE SCHOOL BOARD OF BROWARD COUNTY,FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
S16048455	440000139234	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130247	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048456	440000139236	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130212	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048457	440000139238	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130240	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048458	440000139240	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130737	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048459	440000139242	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130624	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048460	440000139244	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130590	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048461	440000139246	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130524	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048462	440000139247	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130517	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048463	440000139249	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130519	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048464	440000139251	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130505	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048465	440000139252	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130497	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048466	440000139254	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130988	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048467	440000139256	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130571	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048468	440000139257	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130506	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048469	440000139259	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130728	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048470	440000139260	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130700	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048472	440000139264	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130549	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048473	440000139266	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130525	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048474	440000139267	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130543	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048475	440000139269	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130529	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048476	440000139271	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130702	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048477	440000139273	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510131015	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048478	440000139275	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130382	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048479	440000139277	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510132177	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048480	440000139279	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130365	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048481	440000139281	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130406	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048482	440000139283	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130585	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048483	440000139285	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130567	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048484	440000139287	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130378	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048485	440000139289	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130393	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048486	440000139291	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130439	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048487	440000139293	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130426	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048488	440000139294	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130396	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048489	440000139296	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130417	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048490	440000139297	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130409	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048491	440000139299	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130424	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048492	440000139301	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130496	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048493	440000139302	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130454	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048494	440000139304	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130609	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048495	440000139306	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130252	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048496	440000139307	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130292	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048497	440000139309	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130890	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048498	440000139311	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130253	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048499	440000139312	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130290	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048500	440000139314	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130260	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048501	440000139316	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130286	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048502	440000139317	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130287	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048503	440000139319	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130268	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048504	440000139321	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130414	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048505	440000139323	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130380	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048506	440000139325	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130385	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048507	440000139327	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130384	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048508	440000139328	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130879	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048509	440000139330	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130557	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048510	440000139332	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130482	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048511	440000139333	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130899	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048512	440000139335	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130641	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048513	440000139336	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130449	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048514	440000139338	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130456	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048515	440000139340	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130471	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048516	440000139341	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130508	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048517	440000139343	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130427	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
S16048518	440000139345	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130466	1	1/19/2016	566.17	044D	2621	10/31/2023	T	8	5	(566.17)	-
02-03912	460000000421	LAMINATOR, 25" TABLE TOP 1" CORE	MLG4239	1	9/11/2001	1,295.00	046A	2621	10/31/2023	T	22	7	(1,295.00)	-
03-16819	560000000234	PROJECTOR ULTRAPORTABLE, LOW END EPSON	EXN0320672K	1	3/17/2003	1,598.00	056A	2621	10/31/2023	T	21	6	(1,598.00)	-
04-00022	560000000420	PROJECTOR, ULTRAPORTABLE MULTIMEDIA EPSON	EE20340495C	1	5/27/2003	2,421.00	056A	2621	10/31/2023	T	20	6	(2,421.00)	-
04-15872	560000000799	PROJECTOR, HIGHEND EPSON	EE203Z0095C	1	4/8/2004	1,948.00	056A	2621	10/31/2023	T	20	6	(1,948.00)	-
05-25600	220000000179	VIDEO MIXER, VIDEONICS	408987	1	8/9/2004	2,593.50	022A	2621	10/31/2023	T	19	10	(2,593.50)	-
05-42056	460000001589	HHP IMAGE TEAM 3875 SCANNER KIT	X4605476	1	1/27/2005	1,365.00	046A	2621	10/31/2023	T	19	7	(1,365.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY,FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
05-46890	460000001826	PHOTO ID SYSTEM, FARGO, PRO XL PRINTER	A5040312	1	2/24/2005	4,995.00	046A	2621	10/31/2023	T	19	7	(4,995.00)	-
05-46892	460000001827	PHOTO ID SYSTEM, FARGO VALCAM USB PRO W FLA	121963	1	2/24/2005	1,995.00	046A	2621	10/31/2023	T	19	7	(1,995.00)	-
05-49299	560000001275	PROJECTOR, CLASSROOM, FOR A CART EPSON	F3HG471490F	1	4/7/2005	1,154.23	056A	2621	10/31/2023	T	19	6	(1,154.23)	-
05-49300	560000001276	PROJECTOR, CLASSROOM, FOR A CART EPSON	F3HG471496F	1	4/7/2005	1,154.23	056A	2621	10/31/2023	T	19	6	(1,154.23)	-
08-06029	110000000530	ACTIVOTE 32-PACK FOR PRO 78	26210003	1	11/5/2007	1,595.00	011A	2621	10/31/2023	T	16	7	(1,595.00)	-
14-04191	460000005310	VARIQUEST POSTER MAKER	VQPM36130108104	1	2/26/2014	2,995.00	046A	2621	10/31/2023	T	10	7	(2,995.00)	-
16-00886	110000008830	MIMIO VOTE 34 PCS 1762266	886EBBBF	1	8/12/2015	1,607.44	011A	2621	10/31/2023	T	8	7	(1,607.44)	-
16-00887	110000008831	MIMIO VOTE 34 PCS 1762266	8D82ECC0	1	8/12/2015	1,607.44	011A	2621	10/31/2023	T	8	7	(1,607.44)	-
91-31309	460000004856	LAMINATOR GBC MODEL 4250 25 INCH	CL00279	1	1/15/1991	1,095.00	046A	2621	10/31/2023	G	33	7	(1,095.00)	-
A04-86051	110000007364	PRESENTER, ELMO EV400 DIGITAL	204966	1	7/30/2003	1,960.00	011A	2621	10/31/2023	T	20	7	(1,960.00)	-
A04-86052	110000007365	PRESENTER, ELMO EV400 DIGITAL	254090	1	7/30/2003	1,960.00	011A	2621	10/31/2023	T	20	7	(1,960.00)	-
A04-86053	560000002450	PROJECTOR, ULTRA PORTABLE	EE203Y0478C	1	2/4/2004	1,948.00	056A	2621	10/31/2023	T	20	6	(1,948.00)	-
S17012630	440000184469	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP108SPV	1	10/11/2016	899.00	044D	2621	10/31/2023	G	7	5	(899.00)	-
S17012631	440000184470	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP108KL7	1	10/11/2016	899.00	044D	2621	10/31/2023	G	7	5	(899.00)	-
S17012632	440000184471	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP108GB1	1	10/11/2016	899.00	044D	2621	10/31/2023	G	7	5	(899.00)	-
S17012635	440000184474	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP131WST	1	10/11/2016	899.00	044D	2621	10/31/2023	G	7	5	(899.00)	-
14-04796	440000082768	LAPTOP CART - BLACK BOX CART 30 UNIT	14045954014	1	4/4/2014	1,339.00	044A	2351	10/31/2023	T	10	5	(1,339.00)	-
14-04795	440000082766	LAPTOP CART - BLACK BOX CART 30 UNIT	14045953811	1	4/4/2014	1,339.00	044A	2351	10/31/2023	T	10	5	(1,339.00)	-
14-04794	440000082764	LAPTOP CART - BLACK BOX CART 30 UNIT	14045953845	1	4/4/2014	1,339.00	044A	2351	10/31/2023	T	10	5	(1,339.00)	-
14-04793	440000082761	LAPTOP CART - BLACK BOX CART 30 UNIT	14045953881	1	4/4/2014	1,339.00	044A	2351	10/31/2023	T	10	5	(1,339.00)	-
14-04792	440000082759	LAPTOP CART - BLACK BOX CART 30 UNIT	14045953833	1	4/4/2014	1,339.00	044A	2351	10/31/2023	T	10	5	(1,339.00)	-
11-03658	440000053860	Safe Harbor Laptop Security Cart	19134	1	4/12/2011	1,409.75	044A	2351	10/31/2023	T	13	5	(1,409.75)	-
11-03185	440000053437	Dell Cart	18991	1	3/24/2011	1,409.75	044A	2351	10/31/2023	T	13	5	(1,409.75)	-
08-05884	440000019158	PRINTER LEXMARK T640N B/W LASER	79177L9	1	11/7/2007	1,198.00	044A	2351	10/31/2023	T	16	5	(1,198.00)	-
10-00395	440000044457	PRINTER, LEXMARK C782N COLOR LASER	940W2TP	1	7/22/2009	3,067.00	044A	2351	10/31/2023	T	14	5	(3,067.00)	-
07-02746	440000049712	PRINTER, LEXMARK T640N B/W LASER	790H223	1	9/12/2006	1,198.00	044A	2351	10/31/2023	T	17	5	(1,198.00)	-
05LL02843	440000148408	Lexmark Refresh Printer-T640n	7901HBB	1	6/17/2005	1,099.66	044A	2351	10/31/2023	T	18	5	(1,099.66)	-
05-40105	440000025667	PRINTER, LEXMARK T630N B/W LASER 2 DRAWERS	992277G	1	1/10/2005	1,394.00	044A	2351	10/31/2023	T	19	5	(1,394.00)	-
05LL02828	440000148372	Lexmark Refresh Printer-T640n	7901HCB	1	6/17/2005	1,099.66	044A	2351	10/31/2023	T	18	5	(1,099.66)	-
08-03341	440000016617	PRINTER LEXMARK T640N B/W LASER	7914Z42	1	9/20/2007	1,198.00	044A	2351	10/31/2023	T	16	5	(1,198.00)	-
08-03342	440000016619	PRINTER LEXMARK T640N B/W LASER	7914Z3Y	1	9/20/2007	1,198.00	044A	2351	10/31/2023	T	16	5	(1,198.00)	-
05-40106	440000025668	PRINTER, LEXMARK T630N B/W LASER 2 DRAWERS	992277K	1	1/10/2005	1,394.00	044A	2351	10/31/2023	T	19	5	(1,394.00)	-
05-40104	440000025666	PRINTER, LEXMARK T630N B/W LASER 2 DRAWERS	992277D	1	1/10/2005	1,394.00	044A	2351	10/31/2023	T	19	5	(1,394.00)	-
09-05973	440000035911	PRINTER, LEXMARK T640N B/W LASER	792V8Y8	1	10/14/2008	1,148.00	044A	2351	10/31/2023	T	15	5	(1,148.00)	-
09-05980	440000035923	PRINTER, LEXMARK T640N B/W LASER	792V928	1	10/14/2008	1,148.00	044A	2351	10/31/2023	T	15	5	(1,148.00)	-
05LL02847	440000148418	Lexmark Refresh Printer-T640n	7901H7D	1	6/17/2005	1,099.66	044A	2351	10/31/2023	T	18	5	(1,099.66)	-
10-00394	440000044455	PRINTER, LEXMARK C782N COLOR LASER	940W1X5	1	7/22/2009	3,067.00	044A	2351	10/31/2023	T	14	5	(3,067.00)	-
R13-81253	440000063561	PRINTER, LEXMARK X652	79G60WD	1	12/4/2012	1,799.00	044A	2351	10/31/2023	T	11	5	(1,799.00)	-
05LL02824	440000148365	Lexmark Refresh Printer-T640n	7901HBZ	1	6/17/2005	1,099.66	044A	2351	10/31/2023	T	18	5	(1,099.66)	-
05LL02837	440000148393	Lexmark Refresh Printer-T640n	7901HF6	1	6/17/2005	1,099.66	044A	2351	10/31/2023	T	18	5	(1,099.66)	-
07-13818	440000008394	PRINTER LEXMARK T640N B/W LASER	790ZY22	1	5/21/2007	1,198.00	044A	2351	10/31/2023	T	16	5	(1,198.00)	-
04-10528	440000011227	PRINTER, LEXMARK T630N B/W LASER	991BMZT	1	1/13/2004	1,208.00	044A	2351	10/31/2023	T	20	5	(1,208.00)	-
07-00783	440000048533	PRINTER, LEXMARK T640N B/W LASER	7906Y6X	1	7/31/2006	1,198.00	044A	2351	10/31/2023	T	17	5	(1,198.00)	-
04-10527	440000011225	PRINTER, LEXMARK T630N B/W LASER	991BMZM	1	1/13/2004	1,208.00	044A	2351	10/31/2023	T	20	5	(1,208.00)	-
14-05551	440000084178	PRINTER, LEXMARK MS610DN B/W DUPLX LASER	451443HH16Y56	1	5/22/2014	1,248.00	044A	2351	10/31/2023	T	9	5	(1,248.00)	-
09-05981	440000035925	PRINTER, LEXMARK T640N B/W LASER	792V920	1	10/14/2008	1,148.00	044A	2351	10/31/2023	T	15	5	(1,148.00)	-
05LL02830	440000148377	Lexmark Refresh Printer-T640n	7901HB5	1	6/17/2005	1,099.66	044A	2351	10/31/2023	T	18	5	(1,099.66)	-
05-42050	440000027142	PRINTER LEXMARK T630N B/W LASER	9921KDN	1	1/27/2005	1,205.00	044A	2351	10/31/2023	T	19	5	(1,205.00)	-
05-42051	440000027144	PRINTER LEXMARK T630N B/W LASER	9921KDG	1	1/27/2005	1,205.00	044A	2351	10/31/2023	T	19	5	(1,205.00)	-
04-15158	440000012028	PRINTER, LEXMARK T630	991K5FC	1	3/16/2004	1,208.00	044A	2351	10/31/2023	T	20	5	(1,208.00)	-
14-05497	440000084077	PRINTER, LEXMARK MS610DN B/W DUPLX LASER	451443HH16Y4Z	1	5/21/2014	1,248.00	044A	2351	10/31/2023	T	9	5	(1,248.00)	-
14-00753	440000075379	HP PROCURVE 3500YL-24G-PWR SWITCH 24 POR	SG310TF016	1	8/20/2013	3,599.00	044A	2351	10/31/2023	T	10	5	(3,599.00)	-
14-00754	440000075381	HP PROCURVE 3500YL-24G-PWR SWITCH 24 POR	SG302TF03K	1	8/20/2013	3,599.00	044A	2351	10/31/2023	T	10	5	(3,599.00)	-
14-00732	440000075339	HP PROCURVE 3500YL-24G-PWR SWITCH 24 POR	SG310TF019	1	8/20/2013	3,599.00	044A	2351	10/31/2023	T	10	5	(3,599.00)	-
14-00731	440000075337	HP PROCURVE 3500YL-24G-PWR SWITCH 24 POR	SG310TF01G	1	8/20/2013	3,599.00	044A	2351	10/31/2023	T	10	5	(3,599.00)	-
R04-85749	440000059298	SWITCH, CHASSIS 5412	SG752SV28Y	1	4/30/2004	6,004.00	044A	2351	10/31/2023	T	20	5	(6,004.00)	-
R04-85765	440000059323	BATTERY BACKUP SMARTUPS2200	JS0717007012	1	4/30/2004	1,299.00	044A	2351	10/31/2023	T	20	5	(1,299.00)	-
14-00760	440000075394	HP PROCURVE 3500YL-24G-PWR SWITCH 24 POR	SG310TF00C	1	8/20/2013	3,599.00	044A	2351	10/31/2023	T	10	5	(3,599.00)	-
14-00756	440000075385	HP PROCURVE 3500YL-24G-PWR SWITCH 24 POR	SG310TF00S	1	8/20/2013	3,599.00	044A	2351	10/31/2023	T	10	5	(3,599.00)	-
14-00757	440000075387	HP PROCURVE 3500YL-24G-PWR SWITCH 24 POR	SG310TF00T	1	8/20/2013	3,599.00	044A	2351	10/31/2023	T	10	5	(3,599.00)	-
R04-85728	440000059280	APC 2200 UPS	JS0906011120	1	4/30/2004	1,299.00	044A	2351	10/31/2023	T	20	5	(1,299.00)	-
14-00758	440000075390	HP PROCURVE 3500YL-24G-PWR SWITCH 24 POR	SG310TF00V	1	8/20/2013	3,599.00	044A	2351	10/31/2023	T	10	5	(3,599.00)	-
14-00759	440000075392	HP PROCURVE 3500YL-24G-PWR SWITCH 24 POR	SG310TF009	1	8/20/2013	3,599.00	044A	2351	10/31/2023	T	10	5	(3,599.00)	-
04-14520	560000000780	PROJECTOR, EPSON POWERLITE 820P	EGQ03Y0197M	1	3/11/2004	2,221.87	056A	2351	10/31/2023	T	20	6	(2,221.87)	-
10-02488	440000046860	DELL E6400 W/ DVD+/-RW 14.1" DISPLAY	11RNZK1	1	10/6/2009	1,214.39	044A	2351	10/31/2023	T	14	5	(1,214.39)	-
10-02489	440000046862	DELL E6400 W/ DVD+/-RW 14.1" DISPLAY	21RNZK1	1	10/6/2009	1,214.39	044A	2351	10/31/2023	T	14	5	(1,214.39)	-
10-02487	440000046858	DELL E6400 W/ DVD+/-RW 14.1" DISPLAY	J0RNZK1	1	10/6/2009	1,214.39	044A	2351	10/31/2023	T	14	5	(1,214.39)	-
10-02491	440000046864	DELL E6400 W/ DVD+/-RW 14.1" DISPLAY	51RNZK1	1	10/6/2009	1,214.39	044A	2351	10/31/2023	T	14	5	(1,214.39)	-
S16023954	440000104026	LENOVO THINKPAD 11E NONTOUCH	LR04D7TR	1	11/24/2015	447.00	044D	2351	10/31/2023	T	8	5	(447.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY,FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
S16025396	440000105483	LENOVO THINKPAD 11E NONTOUCH	LR04DCH9	1	11/18/2015	447.00	044D	2351	10/31/2023	T	8	5	(447.00)	-
S16021900	440000101228	LENOVO THINKPAD 11E NONTOUCH	LR04D7GF	1	11/19/2015	447.00	044D	2351	10/31/2023	T	8	5	(447.00)	-
S16024570	440000104648	LENOVO THINKPAD 11E NONTOUCH	LR04D7SW	1	11/23/2015	447.00	044D	2351	10/31/2023	T	8	5	(447.00)	-
S16024755	440000104834	LENOVO THINKPAD 11E NONTOUCH	LR04DCF4	1	11/23/2015	447.00	044D	2351	10/31/2023	T	8	5	(447.00)	-
S16024526	440000104603	LENOVO THINKPAD 11E NONTOUCH	LR04D7AY	1	11/23/2015	447.00	044D	2351	10/31/2023	T	8	5	(447.00)	-
S16026334	440000106430	LENOVO THINKPAD YOGA 12	MP102TQK	1	11/3/2015	1,074.00	044B	2351	10/31/2023	T	8	5	(1,074.00)	-
S16024284	440000104358	LENOVO THINKPAD YOGA 12	MP102TQ3	1	11/3/2015	1,074.00	044B	2351	10/31/2023	T	8	5	(1,074.00)	-
S16026427	440000106528	LENOVO THINKPAD YOGA 12	MP102SGX	1	11/3/2015	1,074.00	044B	2351	10/31/2023	T	8	5	(1,074.00)	-
S16024293	440000104367	LENOVO THINKPAD YOGA 12	MP102TQF	1	11/3/2015	1,074.00	044B	2351	10/31/2023	T	8	5	(1,074.00)	-
S16026431	440000106532	LENOVO THINKPAD YOGA 12	MP102TPV	1	11/3/2015	1,074.00	044B	2351	10/31/2023	T	8	5	(1,074.00)	-
S16026430	440000106531	LENOVO THINKPAD YOGA 12	MP102T2U	1	11/3/2015	1,074.00	044B	2351	10/31/2023	T	8	5	(1,074.00)	-
S16026324	440000106420	LENOVO THINKPAD YOGA 12	MP102TQJ	1	11/3/2015	1,074.00	044B	2351	10/31/2023	T	8	5	(1,074.00)	-
S16024344	440000104419	LENOVO THINKPAD YOGA 12	MP102TPT	1	11/3/2015	1,074.00	044B	2351	10/31/2023	T	8	5	(1,074.00)	-
S16024348	440000104423	LENOVO THINKPAD YOGA 12	MP102T33	1	11/3/2015	1,074.00	044B	2351	10/31/2023	T	8	5	(1,074.00)	-
S16024343	440000104418	LENOVO THINKPAD YOGA 12	MP102T2Z	1	11/3/2015	1,074.00	044B	2351	10/31/2023	T	8	5	(1,074.00)	-
S16026339	440000106435	LENOVO THINKPAD YOGA 12	MP102SJ7	1	11/3/2015	1,074.00	044B	2351	10/31/2023	T	8	5	(1,074.00)	-
S16024295	440000104369	LENOVO THINKPAD YOGA 12	MP102T2W	1	11/3/2015	1,074.00	044B	2351	10/31/2023	T	8	5	(1,074.00)	-
S16024366	440000104441	LENOVO THINKPAD YOGA 12	MP102T2F	1	11/3/2015	1,074.00	044B	2351	10/31/2023	T	8	5	(1,074.00)	-
S16024371	440000104447	LENOVO THINKPAD YOGA 12	MP102TQC	1	11/3/2015	1,074.00	044B	2351	10/31/2023	T	8	5	(1,074.00)	-
S16025133	440000105214	LENOVO THINKPAD T440P - I3	PC07ZB2S	1	11/16/2015	793.00	044D	2351	10/31/2023	T	8	5	(793.00)	-
16-01130	440000173904	LENOVO THINKCENTRE M93Z NON-TOUCH 23	MJ02UQBM	1	9/10/2015	1,120.00	044A	2351	10/31/2023	T	8	5	(1,120.00)	-
S16007565	440000078178	LENOVO THINKCENTRE M93Z NON-TOUCH 23	MJ032PAU	1	10/30/2015	1,120.00	044B	2351	10/31/2023	T	8	5	(1,120.00)	-
S16007564	440000078176	LENOVO THINKCENTRE M93Z NON-TOUCH 23	MJ032PB1	1	10/30/2015	1,120.00	044B	2351	10/31/2023	T	8	5	(1,120.00)	-
S16007561	440000078171	LENOVO THINKCENTRE M93Z NON-TOUCH 23	MJ032PAT	1	10/30/2015	1,120.00	044B	2351	10/31/2023	T	8	5	(1,120.00)	-
S16007556	440000078163	LENOVO THINKCENTRE M93Z NON-TOUCH 23	MJ032PAS	1	10/30/2015	1,120.00	044B	2351	10/31/2023	T	8	5	(1,120.00)	-
S16025799	440000105889	LENOVO THINKCENTRE M73Z NON-TOUCH 20	MJ032M23	1	11/12/2015	913.00	044D	2351	10/31/2023	T	8	5	(913.00)	-
S16025767	440000105857	LENOVO THINKCENTRE M73Z NON-TOUCH 20	MJ032M1E	1	11/12/2015	913.00	044D	2351	10/31/2023	T	8	5	(913.00)	-
S16025796	440000105886	LENOVO THINKCENTRE M73Z NON-TOUCH 20	MJ032M1W	1	11/12/2015	913.00	044D	2351	10/31/2023	T	8	5	(913.00)	-
S16025773	440000105863	LENOVO THINKCENTRE M73Z NON-TOUCH 20	MJ032M2K	1	11/12/2015	913.00	044D	2351	10/31/2023	T	8	5	(913.00)	-
S16007560	440000078170	LENOVO THINKCENTRE M93Z NON-TOUCH 23	MJ032PAY	1	10/30/2015	1,120.00	044B	2351	10/31/2023	T	8	5	(1,120.00)	-
S16007558	440000078166	LENOVO THINKCENTRE M93Z NON-TOUCH 23	MJ032PAV	1	10/30/2015	1,120.00	044B	2351	10/31/2023	T	8	5	(1,120.00)	-
S16007562	440000078173	LENOVO THINKCENTRE M93Z NON-TOUCH 23	MJ032PB0	1	10/30/2015	1,120.00	044B	2351	10/31/2023	T	8	5	(1,120.00)	-
S16025808	440000105898	LENOVO THINKCENTRE M73Z NON-TOUCH 20	MJ032M1M	1	11/12/2015	913.00	044D	2351	10/31/2023	T	8	5	(913.00)	-
S16025797	440000105887	LENOVO THINKCENTRE M73Z NON-TOUCH 20	MJ032M1U	1	11/12/2015	913.00	044D	2351	10/31/2023	T	8	5	(913.00)	-
S16025779	440000105869	LENOVO THINKCENTRE M73Z NON-TOUCH 20	MJ032M1D	1	11/12/2015	913.00	044D	2351	10/31/2023	T	8	5	(913.00)	-
S16025787	440000105877	LENOVO THINKCENTRE M73Z NON-TOUCH 20	MJ032M24	1	11/12/2015	913.00	044D	2351	10/31/2023	T	8	5	(913.00)	-
S16025780	440000105870	LENOVO THINKCENTRE M73Z NON-TOUCH 20	MJ032M26	1	11/12/2015	913.00	044D	2351	10/31/2023	T	8	5	(913.00)	-
S16025789	440000105879	LENOVO THINKCENTRE M73Z NON-TOUCH 20	MJ032M2F	1	11/12/2015	913.00	044D	2351	10/31/2023	T	8	5	(913.00)	-
S16025803	440000105893	LENOVO THINKCENTRE M73Z NON-TOUCH 20	MJ032M1R	1	11/12/2015	913.00	044D	2351	10/31/2023	T	8	5	(913.00)	-
S16025771	440000105861	LENOVO THINKCENTRE M73Z NON-TOUCH 20	MJ032M1S	1	11/12/2015	913.00	044D	2351	10/31/2023	T	8	5	(913.00)	-
S16025791	440000105881	LENOVO THINKCENTRE M73Z NON-TOUCH 20	MJ032M1L	1	11/12/2015	913.00	044D	2351	10/31/2023	T	8	5	(913.00)	-
14-04846	440000173810	LENOVO THINKCENTRE M93Z 23" NON-TOUCH	MJ00GHG0	1	4/8/2014	1,070.00	044A	2351	10/31/2023	T	10	5	(1,070.00)	-
S16025783	440000105873	LENOVO THINKCENTRE M73Z NON-TOUCH 20	MJ032M2H	1	11/12/2015	913.00	044D	2351	10/31/2023	T	8	5	(913.00)	-
S16025807	440000105897	LENOVO THINKCENTRE M73Z NON-TOUCH 20	MJ032M2C	1	11/12/2015	913.00	044D	2351	10/31/2023	T	8	5	(913.00)	-
S16025772	440000105862	LENOVO THINKCENTRE M73Z NON-TOUCH 20	MJ032M28	1	11/12/2015	913.00	044D	2351	10/31/2023	T	8	5	(913.00)	-
S16025810	440000105900	LENOVO THINKCENTRE M73Z NON-TOUCH 20	MJ032M21	1	11/12/2015	913.00	044D	2351	10/31/2023	T	8	5	(913.00)	-
S16025804	440000105894	LENOVO THINKCENTRE M73Z NON-TOUCH 20	MJ032M2B	1	11/12/2015	913.00	044D	2351	10/31/2023	T	8	5	(913.00)	-
S16025805	440000105895	LENOVO THINKCENTRE M73Z NON-TOUCH 20	MJ032M2G	1	11/12/2015	913.00	044D	2351	10/31/2023	T	8	5	(913.00)	-
S16025795	440000105885	LENOVO THINKCENTRE M73Z NON-TOUCH 20	MJ032M1Y	1	11/12/2015	913.00	044D	2351	10/31/2023	T	8	5	(913.00)	-
S16025786	440000105876	LENOVO THINKCENTRE M73Z NON-TOUCH 20	MJ032M2D	1	11/12/2015	913.00	044D	2351	10/31/2023	T	8	5	(913.00)	-
S16025784	440000105874	LENOVO THINKCENTRE M73Z NON-TOUCH 20	MJ032M2E	1	11/12/2015	913.00	044D	2351	10/31/2023	T	8	5	(913.00)	-
S16025788	440000105878	LENOVO THINKCENTRE M73Z NON-TOUCH 20	MJ032M1J	1	11/12/2015	913.00	044D	2351	10/31/2023	T	8	5	(913.00)	-
S16025782	440000105872	LENOVO THINKCENTRE M73Z NON-TOUCH 20	MJ032M1A	1	11/12/2015	913.00	044D	2351	10/31/2023	T	8	5	(913.00)	-
S16025781	440000105871	LENOVO THINKCENTRE M73Z NON-TOUCH 20	MJ032M1H	1	11/12/2015	913.00	044D	2351	10/31/2023	T	8	5	(913.00)	-
S16025806	440000105896	LENOVO THINKCENTRE M73Z NON-TOUCH 20	MJ032M2A	1	11/12/2015	913.00	044D	2351	10/31/2023	T	8	5	(913.00)	-
S16025794	440000105884	LENOVO THINKCENTRE M73Z NON-TOUCH 20	MJ032M1Q	1	11/12/2015	913.00	044D	2351	10/31/2023	T	8	5	(913.00)	-
S16007555	440000078161	LENOVO THINKCENTRE M93Z NON-TOUCH 23	MJ032PAW	1	10/30/2015	1,120.00	044B	2351	10/31/2023	T	8	5	(1,120.00)	-
S16007559	440000078168	LENOVO THINKCENTRE M93Z NON-TOUCH 23	MJ032PAZ	1	10/30/2015	1,120.00	044B	2351	10/31/2023	T	8	5	(1,120.00)	-
S16025770	440000105860	LENOVO THINKCENTRE M73Z NON-TOUCH 20	MJ032M1C	1	11/12/2015	913.00	044D	2351	10/31/2023	T	8	5	(913.00)	-
S16025798	440000105888	LENOVO THINKCENTRE M73Z NON-TOUCH 20	MJ032M19	1	11/12/2015	913.00	044D	2351	10/31/2023	T	8	5	(913.00)	-
09-05963	440000035894	DELL, OPTIPLEX 755 W/17"FLAT PANEL CDRW/DVD	4TNDHH1	1	10/3/2008	1,042.00	044A	2351	10/31/2023	T	15	5	(1,042.00)	-
09-07262	440000036538	DELL OPTIPLEX 755 W/17 FLAT PAN/CDRW/DVD	8R23LH1	1	10/21/2008	1,042.00	044A	2351	10/31/2023	T	15	5	(1,042.00)	-
13-02831	440000068217	DELL OPTIPLEX 7010 W/24 FLAT PANEL	CNHTPW1	1	1/18/2013	1,098.51	044A	2351	10/31/2023	T	11	5	(1,098.51)	-
13-02837	440000068229	DELL OPTIPLEX 7010 W/24 FLAT PANEL	CNGSPW1	1	1/18/2013	1,098.51	044A	2351	10/31/2023	T	11	5	(1,098.51)	-
13-02824	440000068203	DELL OPTIPLEX 7010 W/24 FLAT PANEL	CNKSPW1	1	1/18/2013	1,098.51	044A	2351	10/31/2023	T	11	5	(1,098.51)	-
S16026970	440000107087	LENOVO THINKPAD 11E NONTOUCH	LR04D7P2	1	11/24/2015	447.00	044D	2351	10/31/2023	T	8	5	(447.00)	-
S16026891	440000107006	LENOVO THINKPAD 11E NONTOUCH	LR04D7M0	1	11/24/2015	447.00	044D	2351	10/31/2023	T	8	5	(447.00)	-
06-12521	440000044249	COMPUTER, DESKTOP DELL GX520	GJ7NM91	1	4/18/2006	1,098.00	044A	2351	10/31/2023	T	18	5	(1,098.00)	-
03-09524	440000004770	PLOTTER, HP DESIGNJET 500PS	SG24H32040	1	10/30/2002	3,106.00	044A	2351	10/31/2023	T	21	5	(3,106.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY,FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
S16025645	440000105732	LENOVO THINKCENTRE M73 SMALL FORM FACTOR	MJ034H0L	1	11/12/2015	748.00	044D	2351	10/31/2023	T	8	5	(748.00)	-
S16024288	440000104362	LENOVO THINKPAD YOGA 12	MP102T27	1	11/3/2015	1,074.00	044B	2351	10/31/2023	T	8	5	(1,074.00)	-
S16026419	440000106520	LENOVO THINKPAD YOGA 12	MP102SGV	1	11/3/2015	1,074.00	044B	2351	10/31/2023	T	8	5	(1,074.00)	-
S16024334	440000104408	LENOVO THINKPAD YOGA 12	MP102SHE	1	11/3/2015	1,074.00	044B	2351	10/31/2023	T	8	5	(1,074.00)	-
00-10518	460000000018	PRESS, RYOBI 3302H SMALL OFFSET	1745	1	5/24/2000	72,690.00	046A	9906	10/31/2023	G	23	7	(72,690.00)	-
03-19971	460000000603	PRESS, RYOBI 3200CD COLOR PRINTING	10993	1	4/30/2003	26,320.00	046A	9906	10/31/2023	T	21	7	(26,320.00)	-
04-09007	460000000819	PRESS, RYOBI OFFSET COLOR PRINTING	11018	1	11/7/2003	26,320.00	046A	9906	10/31/2023	T	20	7	(26,320.00)	-
93-22003	460000004875	PRESS OFFSET AB DICK 8820 SERIES	2243	1	11/21/1991	6,036.09	046A	9906	10/31/2023	G	32	7	(6,036.09)	-
97-35260	460000005068	CUTTER, CHALLENGE 305CRT PAPER	97312F	1	8/29/1997	24,266.01	046A	9906	10/31/2023	G	26	7	(24,266.01)	-
A01-81334	460000005206	PRESS, AB DICK 8820 PRINTING	2652	1	4/13/2001	9,996.00	046A	9906	10/31/2023	T	23	7	(9,996.00)	-
95-27136	460000004968	SYSTEM, HORIZON TRIMMER/COLLATOR 5PCS	094031	1	6/21/1995	105,388.99	046A	9906	10/31/2023	G	28	7	(105,388.99)	-
97-71760	460000005077	PRESS RYOBI PERFECTOR 3200PFA	6712	1	9/13/1997	53,580.00	046A	9906	10/31/2023	G	26	7	(53,580.00)	-
94-13700	460000004892	MACHINE POWER PUNCH IBICO EP28	11713	1	12/15/1993	2,965.50	046A	9906	10/31/2023	G	30	7	(2,965.50)	-
94-13701	460000004893	BINDER ELEC GBC 110 DRB	F103182	1	12/10/1993	1,795.50	046A	9906	10/31/2023	G	30	7	(1,795.50)	-
04-06499	440000010348	PRINTER, LEXMARK T630N B/W LASER	99130K4	1	10/9/2003	1,394.00	044A	9906	10/31/2023	T	20	5	(1,394.00)	-
08-81694	440000028864	DELL PRECISION 390 CONVERTIBLE	26Q44F1	1	3/17/2008	1,748.00	044A	9906	10/31/2023	T	16	5	(1,748.00)	-
A04-06252	440000110593	PRINTER, LEXMARK T630	9912KGL	1	10/7/2003	1,208.00	044A	9906	10/31/2023	T	20	5	(1,208.00)	-
16-02518	440000100616	PRINTER LEXMARK C925DE TAB/A3 CLR LASER	50414132001N6	1	2/24/2016	1,480.00	044A	0491	10/31/2023	T	8	5	(1,480.00)	-
R11-81868	440000388075	Printer HP DesignJet 130NR	MY7BRF800F	1	7/1/2010	2,574.18	044A	9906	10/31/2023	G	13	5	(2,574.18)	-
04-15214	440000012049	PRINTER, LEXMARK T630N B/W LASER	991K5MW	1	3/23/2004	1,394.00	044A	2011	10/31/2023	T	20	5	(1,394.00)	-
05-30810	440000021307	PRINTER, LEXMARK T630N B/W LASER 2 DRAWERS	991WZPH	1	9/28/2004	1,394.00	044A	2011	10/31/2023	T	19	5	(1,394.00)	-
05LL02660	440000148040	Lexmark Refresh Printer-T640n	79014CB	1	6/17/2005	1,099.66	044A	2011	10/31/2023	T	18	5	(1,099.66)	-
05LL02664	440000148049	Lexmark Refresh Printer-T640n	79014C6	1	6/17/2005	1,099.66	044A	2011	10/31/2023	T	18	5	(1,099.66)	-
05LL02665	440000148051	Lexmark Refresh Printer-T640n	7900XVP	1	6/17/2005	1,099.66	044A	2011	10/31/2023	T	18	5	(1,099.66)	-
06-02274	460000002735	LAMINATOR 12" TABLE TOP 1" CORE	RC03560G	1	8/12/2005	1,299.00	046A	2011	10/31/2023	T	18	7	(1,299.00)	-
06-03422	440000040300	PRINTER, LEXMARK T644	79007RB	1	8/24/2005	2,287.00	044A	2011	10/31/2023	T	18	5	(2,287.00)	-
06-06872	440000041903	PRINTER, LEXMARK T640N B/W LASER	7900G7F	1	11/21/2005	1,198.00	044A	2011	10/31/2023	T	18	5	(1,198.00)	-
06-06875	440000041907	PRINTER, LEXMARK T640N B/W LASER	7900GW2	1	11/21/2005	1,198.00	044A	2011	10/31/2023	T	18	5	(1,198.00)	-
R05-87317	130000006878	Warmer, Delfield SHRT1-S, Roll-Thru, 1-door	0410036100698-T	1	3/7/2005	8,657.92	013A	3651	10/31/2023	G	19	7	(8,657.92)	-
R05-87318	130000006879	Refrigerator, Delfield SRRT2-S, Roll-Thru, 2-door	0410036100699	1	3/7/2005	6,818.00	013A	3651	10/31/2023	G	19	7	(6,818.00)	-
15-02436	130000002128	Ice machine, Scostman C0530SA-1C	13121320011841	1	10/20/2014	3,594.69	013A	0881	10/31/2023	T	9	7	(3,594.69)	-
16-03700	130000002571	Milk box, Colorpoint CPM-1310, 10 Crate	C16C62581C	1	4/22/2016	5,894.91	013A	4772	10/31/2023	T	8	7	(5,894.91)	-
14-04946	130000001951	Merchandiser, Hatco FDWD-1, Hot Food	4692341411	1	4/10/2014	1,738.00	013A	1051	10/31/2023	T	10	7	(1,738.00)	-
10-05013	130000001139	Cart, Cambro CVC72, Umbrella	97250955	1	5/18/2010	2,481.95	013A	1051	10/31/2023	T	13	7	(2,481.95)	-
15-02208	440000089411	E5406-44G-POE/4G-SFP	SG47DXT2SN	1	10/8/2014	7,019.10	044A	0841	10/31/2023	T	9	5	(7,019.10)	-
R05-40951	130000006399	Cabinet, Alto-Shaam 1000-UP, Warming	273006-0704	1	11/8/2004	2,936.88	013A	0361	10/31/2023	G	19	7	(2,936.88)	-
R05-87274	130000006179	Cabinet, Alto-Shaam 1000-UP, Warming	262102-0504	1	11/8/2004	2,936.88	013A	0361	10/31/2023	G	19	7	(2,936.88)	-
R05-87323	130000007009	Cabinet, Alto-Shaam 600-LVD Pizza, Warming	242033-1103	1	11/8/2004	4,364.00	013A	0361	10/31/2023	G	19	7	(4,364.00)	-
R05-87299	130000006406	Display Case, Delfield 549-CR Refrigerated	0406036000046M	1	11/8/2004	1,633.84	013A	0361	10/31/2023	G	19	7	(1,633.84)	-
R05-87300	130000006407	Display Case, Delfield 549-CR Refrigerated	0402036001633M	1	11/8/2004	1,633.84	013A	0361	10/31/2023	G	19	7	(1,633.84)	-
R05-87333	130000007019	Refrigerator, Delfield SRR2-S 2D, 2-door	0405036100215-T	1	11/8/2004	2,750.00	013A	0361	10/31/2023	G	19	7	(2,750.00)	-
R05-87391	130000007600	Warmer, Hatco GRS-48-1, Flat Serving	8458870426	1	11/8/2004	1,061.00	013A	0361	10/31/2023	G	19	7	(1,061.00)	-
S17011630	440000184024	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP1278YU	1	10/31/2016	864.00	044D	0571	10/31/2023	G	7	5	(864.00)	-
S17014050	440000185555	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP108UXJ	1	11/1/2016	864.00	044D	0571	10/31/2023	G	7	5	(864.00)	-
S17011628	440000184022	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP108UYV	1	10/31/2016	864.00	044D	0571	10/31/2023	G	7	5	(864.00)	-
S17014047	440000185552	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP108UUB	1	11/1/2016	864.00	044D	0571	10/31/2023	G	7	5	(864.00)	-
S17011625	440000184019	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP108UX3	1	10/31/2016	864.00	044D	0571	10/31/2023	G	7	5	(864.00)	-
S17014042	440000185547	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP108UUN	1	11/1/2016	864.00	044D	0571	10/31/2023	G	7	5	(864.00)	-
S17014052	440000185557	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP108UX7	1	11/1/2016	864.00	044D	0571	10/31/2023	G	7	5	(864.00)	-
S17014053	440000185558	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP108V2Z	1	11/1/2016	864.00	044D	0571	10/31/2023	G	7	5	(864.00)	-
S17014054	440000185559	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP108UVY	1	11/1/2016	864.00	044D	0571	10/31/2023	G	7	5	(864.00)	-
S17014037	440000185542	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP108UUC	1	11/1/2016	864.00	044D	0571	10/31/2023	G	7	5	(864.00)	-
S17011623	440000184017	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP108UVD	1	10/31/2016	864.00	044D	0571	10/31/2023	G	7	5	(864.00)	-
S17014033	440000185538	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP108UXT	1	11/1/2016	864.00	044D	0571	10/31/2023	G	7	5	(864.00)	-
S17011627	440000184021	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP108UXE	1	10/31/2016	864.00	044D	0571	10/31/2023	G	7	5	(864.00)	-
S17014049	440000185554	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP108UZE	1	11/1/2016	864.00	044D	0571	10/31/2023	G	7	5	(864.00)	-
S17014031	440000185536	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP108UUL	1	11/1/2016	864.00	044D	0571	10/31/2023	G	7	5	(864.00)	-
S17011621	440000184015	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP108UZL	1	10/31/2016	864.00	044D	0571	10/31/2023	G	7	5	(864.00)	-
S17014043	440000185548	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP108UV4	1	11/1/2016	864.00	044D	0571	10/31/2023	G	7	5	(864.00)	-
S17014040	440000185545	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP108UZ5	1	11/1/2016	864.00	044D	0571	10/31/2023	G	7	5	(864.00)	-
S17014048	440000185553	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP108UYH	1	11/1/2016	864.00	044D	0571	10/31/2023	G	7	5	(864.00)	-
S17011624	440000184018	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP108UUT	1	10/31/2016	864.00	044D	0571	10/31/2023	G	7	5	(864.00)	-
S17014044	440000185549	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP108UW0	1	11/1/2016	864.00	044D	0571	10/31/2023	G	7	5	(864.00)	-
S17011626	440000184020	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP108UUK	1	10/31/2016	864.00	044D	0571	10/31/2023	G	7	5	(864.00)	-
S17014045	440000185550	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP108UXC	1	11/1/2016	864.00	044D	0571	10/31/2023	G	7	5	(864.00)	-
S17014051	440000185556	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP108UUZ	1	11/1/2016	864.00	044D	0571	10/31/2023	G	7	5	(864.00)	-
S17011426	440000183820	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD016PHK	1	10/25/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011536	440000183930	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD019NEX	1	10/27/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011438	440000183832	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD016PTU	1	10/25/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY,FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
S17011507	440000183901	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD016PRZ	1	10/26/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011571	440000183965	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD0189LY	1	10/28/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011616	440000184010	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD016PSA	1	10/31/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011545	440000183939	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD019NDT	1	10/27/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011479	440000183873	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD016PUL	1	10/26/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011592	440000183986	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD0189PT	1	10/28/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011541	440000183935	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD019N8H	1	10/27/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011548	440000183942	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD019N9T	1	10/27/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011433	440000183827	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD016PJP	1	10/25/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011501	440000183895	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD016PJA	1	10/26/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011553	440000183947	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD019N29	1	10/27/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011560	440000183954	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD0189Q1	1	10/28/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011552	440000183946	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD019NG4	1	10/27/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011416	440000183810	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD016PM5	1	10/25/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011473	440000183867	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD016PKJ	1	10/26/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011556	440000183950	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD0189MK	1	10/28/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011558	440000183952	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD0189LE	1	10/28/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011462	440000183856	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD016PLG	1	10/26/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011611	440000184005	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD0189SP	1	10/28/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011594	440000183988	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD0189QW	1	10/28/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011591	440000183985	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD019NCX	1	10/28/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011590	440000183984	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD0189M6	1	10/28/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011584	440000183978	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD019N8X	1	10/28/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011573	440000183967	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD0189RC	1	10/28/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011559	440000183953	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD0189SY	1	10/28/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011557	440000183951	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD0189Q0	1	10/28/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011555	440000183949	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD019NDY	1	10/27/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011519	440000183913	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD016PLZ	1	10/27/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011487	440000183881	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD016PW5	1	10/26/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011484	440000183878	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD016PKK	1	10/26/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011468	440000183862	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD016PPJ	1	10/26/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011440	440000183834	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD016PVZ	1	10/25/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011411	440000183805	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD016PLM	1	10/25/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011499	440000183893	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD016PV6	1	10/26/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011419	440000183813	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD016PL1	1	10/25/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011601	440000183995	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD0189K2	1	10/28/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011412	440000183806	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD016PN4	1	10/25/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011523	440000183917	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD019N3E	1	10/27/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011618	440000184012	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD016PKG	1	10/31/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011612	440000184006	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD016PW9	1	10/31/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011609	440000184003	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD0189KT	1	10/28/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011583	440000183977	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD016PJV	1	10/28/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011572	440000183966	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD0189KY	1	10/28/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011567	440000183961	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD0189KJ	1	10/28/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011526	440000183920	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD019NDR	1	10/27/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011516	440000183910	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD019N9C	1	10/27/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011510	440000183904	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD016PUS	1	10/26/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011495	440000183889	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD016PME	1	10/26/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011488	440000183882	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD016PQ5	1	10/26/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011434	440000183828	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD016PJZ	1	10/25/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011431	440000183825	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD016PGK	1	10/25/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011424	440000183818	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD016PL0	1	10/25/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17014055	440000185560	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP108UYZ	1	11/1/2016	864.00	044D	0571	10/31/2023	G	7	5	(864.00)	-
S17014038	440000185543	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP108UYJ	1	11/1/2016	864.00	044D	0571	10/31/2023	G	7	5	(864.00)	-
S17014036	440000185541	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP108UVS	1	11/1/2016	864.00	044D	0571	10/31/2023	G	7	5	(864.00)	-
S17014030	440000185535	LENOVO YOGA 260 (I3 PROCESSOR) LAPTOP	MP108UVK	1	11/1/2016	864.00	044D	0571	10/31/2023	G	7	5	(864.00)	-
S17011613	440000184007	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD016PTB	1	10/31/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
S17011482	440000183876	LENOVO N23 LAPTOP + 3 YEAR WARRANTY	YD016PNG	1	10/26/2016	229.00	044D	0571	10/31/2023	G	7	5	(229.00)	-
08-11948	440000025432	APPLE MACBOOK 2.16GHZ W/DVD+-RW/CD-RW	W88118PX0P1	1	4/7/2008	1,716.00	044A	0571	10/31/2023	T	16	5	(1,716.00)	-
09-08094	440000037042	APPLE, MACBOOK 2.4 GHZ W/DVD/CD-RW 13.3"	WQ840XLT1AQ	1	12/3/2008	1,716.00	044A	0571	10/31/2023	T	15	5	(1,716.00)	-
10-04060	440000048579	APPLE MACBOOK PRO 2.4 GHZ 15 DISPLAY	W89508TY7XJ	1	3/16/2010	2,081.00	044A	0571	10/31/2023	T	14	5	(2,081.00)	-
11-02372	440000052823	APPLE MACBOOK PRO 2.53 GHZ 15 DISPLAY	W805012CAGX	1	1/3/2011	2,048.25	044A	0571	10/31/2023	T	13	5	(2,048.25)	-
11-04549	440000054630	COMPUTER, LAPTOP APPLE MACBOOK 13	4512316NGST	1	6/14/2011	1,037.30	044A	0571	10/31/2023	T	12	5	(1,037.30)	-
11-04551	440000054632	COMPUTER, LAPTOP APPLE MACBOOK 13	451230S9GST	1	6/14/2011	1,037.30	044A	0571	10/31/2023	T	12	5	(1,037.30)	-
11-04554	440000054635	COMPUTER, LAPTOP APPLE MACBOOK 13	451230ZTGST	1	6/14/2011	1,037.30	044A	0571	10/31/2023	T	12	5	(1,037.30)	-
11-04555	440000054636	COMPUTER, LAPTOP APPLE MACBOOK 13	4512314VGST	1	6/14/2011	1,037.30	044A	0571	10/31/2023	T	12	5	(1,037.30)	-
11-04556	440000054637	COMPUTER, LAPTOP APPLE MACBOOK 13	45123131GST	1	6/14/2011	1,037.30	044A	0571	10/31/2023	T	12	5	(1,037.30)	-
11-04557	440000054638	COMPUTER, LAPTOP APPLE MACBOOK 13	45123158GST	1	6/14/2011	1,037.30	044A	0571	10/31/2023	T	12	5	(1,037.30)	-
11-04563	440000054644	COMPUTER, LAPTOP APPLE MACBOOK 13	451232XQGST	1	6/16/2011	1,037.30	044A	0571	10/31/2023	T	12	5	(1,037.30)	-

THE SCHOOL BOARD OF BROWARD COUNTY,FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
11-04565	440000054646	COMPUTER, LAPTOP APPLE MACBOOK 13	4512326ZGST	1	6/16/2011	1,037.30	044A	0571	10/31/2023	T	12	5	(1,037.30)	-
13-01846	440000066590	APPLE MACBOOK PRO 13" 2.5GHZ 13" DISPLY	C1MJJW0EDTY3	1	11/28/2012	1,511.00	044A	0571	10/31/2023	T	11	5	(1,511.00)	-
13-03277	440000069061	APPLE MACBOOK PRO 13" 2.5GHZ 13" DISPLY	C02JX9HGDTY3	1	2/26/2013	1,511.00	044A	0571	10/31/2023	T	11	5	(1,511.00)	-
13-03278	440000069063	APPLE MACBOOK PRO 13" 2.5GHZ 13" DISPLY	C02JXAMCDTY3	1	2/26/2013	1,511.00	044A	0571	10/31/2023	T	11	5	(1,511.00)	-
13-03279	440000069065	APPLE MACBOOK PRO 13" 2.5GHZ 13" DISPLY	C02JXAP3DTY3	1	2/26/2013	1,511.00	044A	0571	10/31/2023	T	11	5	(1,511.00)	-
13-03281	440000069070	APPLE MACBOOK PRO 13" 2.5GHZ 13" DISPLY	C02JXAQRDTY3	1	2/26/2013	1,511.00	044A	0571	10/31/2023	T	11	5	(1,511.00)	-
13-03282	440000069072	APPLE MACBOOK PRO 13in 2.5GHZ 13in DISPLY	C02JXA50DTY3	1	2/26/2013	1,511.00	044A	0571	10/31/2023	T	11	5	(1,511.00)	-
14-03787	440000081019	APPLE MACBOOK PRO IOS SYNC STATION	C1ML8UFMDTY3	1	1/28/2014	1,316.00	044A	0571	10/31/2023	T	10	5	(1,316.00)	-
13-02240	440000067242	APPLE MACBOOK PRO 13" 2.5GHZ 13" DISPLY	C02JHMSLDTY3	1	12/13/2012	1,511.00	044A	0571	10/31/2023	T	11	5	(1,511.00)	-
12-02200	440000059007	APPLE IMAC INTEL W/21.5" UPGRADED LED	D25GN003DPNK	1	1/12/2012	1,270.88	044A	0571	10/31/2023	T	12	5	(1,270.88)	-
12-02196	440000059000	APPLE IMAC INTEL W/21.5" UPGRADED LED	D25GV008DPNK	1	1/12/2012	1,270.88	044A	0571	10/31/2023	T	12	5	(1,270.88)	-
12-02199	440000059005	APPLE IMAC INTEL W/21.5" UPGRADED LED	D25GV00EDPNK	1	1/12/2012	1,270.88	044A	0571	10/31/2023	T	12	5	(1,270.88)	-
12-02197	440000059002	APPLE IMAC INTEL W/21.5" UPGRADED LED	D25GV00DDPNK	1	1/12/2012	1,270.88	044A	0571	10/31/2023	T	12	5	(1,270.88)	-
08-83367	440000030403	Computer, Imac Lamp Style	QT2212DHLF4	1	9/1/2007	1,299.00	044A	0571	10/31/2023	T	16	5	(1,299.00)	-
07-12442	440000007504	APPLE DESKTOP IMAC INTEL W/17" FLAT PANEL	QP71204XWH5	1	5/8/2007	1,085.00	044A	0571	10/31/2023	T	16	5	(1,085.00)	-
07-12444	440000007509	APPLE DESKTOP IMAC INTEL W/17" FLAT PANEL	QP71205LWH5	1	5/8/2007	1,085.00	044A	0571	10/31/2023	T	16	5	(1,085.00)	-
07-12076	440000007085	APPLE DESKTOP IMAC INTEL W/20"FLAT PANEL SD	QP713003VUV	1	5/2/2007	1,815.00	044A	0571	10/31/2023	T	16	5	(1,815.00)	-
15-05061	440000094593	APPLE IMAC 215"	D25PK06NFY0T	1	5/6/2015	1,099.00	044A	0571	10/31/2023	T	8	5	(1,099.00)	-
S16042116	440000128690	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130347	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042117	440000128692	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130412	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042118	440000128693	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130495	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042119	440000128695	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130518	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042120	440000128697	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130488	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042121	440000128699	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130477	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042122	440000128700	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130510	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042123	440000128702	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130491	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042124	440000128704	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130539	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042125	440000128705	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130522	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042126	440000128707	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130507	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042127	440000128709	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130502	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042128	440000128710	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130859	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042129	440000128712	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130987	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042130	440000128714	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130357	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042131	440000128715	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130359	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042132	440000128717	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130336	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042133	440000128719	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130358	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042134	440000128721	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130360	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042135	440000128722	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130487	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042136	440000128724	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130315	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042137	440000128726	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130989	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042138	440000128727	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130500	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042139	440000128729	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130490	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042140	440000128731	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130592	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042141	440000128732	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130419	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042142	440000128734	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510131317	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042143	440000128736	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130216	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042144	440000128737	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510131151	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042145	440000128739	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130256	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042146	440000128741	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130462	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042147	440000128742	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130478	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042148	440000128744	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130512	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042149	440000128746	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130483	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042150	440000128748	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130516	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042151	440000128750	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130246	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042152	440000128751	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130588	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042153	440000128753	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510131224	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042154	440000128755	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510132311	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042155	440000128757	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130276	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042156	440000128758	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130854	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042157	440000128760	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130441	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042158	440000128762	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130461	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042159	440000128764	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130874	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042160	440000128765	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130306	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042161	440000128767	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130305	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042162	440000128769	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130270	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042163	440000128771	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130846	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042164	440000128773	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130258	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042165	440000128775	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130271	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042166	440000128776	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130620	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-

THE SCHOOL BOARD OF BROWARD COUNTY,FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
S16042167	440000128778	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130447	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042168	440000128780	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130430	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042169	440000128781	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130446	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042170	440000128783	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130418	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042171	440000128785	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130436	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042172	440000128786	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130429	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042173	440000128788	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130824	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042174	440000128790	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130504	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042175	440000128792	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510131135	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042176	440000128793	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130484	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042177	440000128795	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130289	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042178	440000128797	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130448	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042179	440000128799	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130442	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042180	440000128801	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130853	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042181	440000128803	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130457	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042182	440000128804	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130407	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042183	440000128806	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130423	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042184	440000128808	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510131164	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042185	440000128810	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130675	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042186	440000128812	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130368	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042187	440000128814	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130342	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042188	440000128815	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130367	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042189	440000128817	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510131115	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042190	440000128819	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510131145	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042191	440000128820	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510131107	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042192	440000128822	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130998	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042193	440000128824	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130501	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
S16042194	440000128825	AP230, INDOOR PLENUM RATED, 2 RADIO 3X3	2301510130499	1	1/26/2016	566.17	044D	3821	10/31/2023	T	8	5	(566.17)	-
15-04875	440000094290	LENOVO LAPTOP CART - EARTH WALK CART 30 USE	51886	1	5/7/2015	1,339.00	044A	3821	10/31/2023	T	8	5	(1,339.00)	-
15-04876	440000094292	LENOVO LAPTOP CART - EARTH WALK CART 30 USE	51867	1	5/7/2015	1,339.00	044A	3821	10/31/2023	T	8	5	(1,339.00)	-
15-04878	440000094296	LENOVO LAPTOP CART - EARTH WALK CART 30 USE	51891	1	5/7/2015	1,339.00	044A	3821	10/31/2023	T	8	5	(1,339.00)	-
15-04879	440000094297	LENOVO LAPTOP CART - EARTH WALK CART 30 USE	51907	1	5/7/2015	1,339.00	044A	3821	10/31/2023	T	8	5	(1,339.00)	-
15-04880	440000094299	LENOVO LAPTOP CART - EARTH WALK CART 30 USE	49814	1	5/7/2015	1,339.00	044A	3821	10/31/2023	T	8	5	(1,339.00)	-
15-04881	440000094301	LENOVO LAPTOP CART - EARTH WALK CART 30 USE	51877	1	5/7/2015	1,339.00	044A	3821	10/31/2023	T	8	5	(1,339.00)	-
15-04883	440000094305	LENOVO LAPTOP CART - EARTH WALK CART 30 USE	51824	1	5/7/2015	1,339.00	044A	3821	10/31/2023	T	8	5	(1,339.00)	-
15-04885	440000094309	LENOVO LAPTOP CART - EARTH WALK CART 30 USE	51882	1	5/7/2015	1,339.00	044A	3821	10/31/2023	T	8	5	(1,339.00)	-
15-04886	440000094311	LENOVO LAPTOP CART - EARTH WALK CART 30 USE	51890	1	5/7/2015	1,339.00	044A	3821	10/31/2023	T	8	5	(1,339.00)	-
15-04887	440000094313	LENOVO LAPTOP CART - EARTH WALK CART 30 USE	51905	1	5/7/2015	1,339.00	044A	3821	10/31/2023	T	8	5	(1,339.00)	-
15-04888	440000094315	LENOVO LAPTOP CART - EARTH WALK CART 30 USE	51897	1	5/7/2015	1,339.00	044A	3821	10/31/2023	T	8	5	(1,339.00)	-
15-04890	440000094319	LENOVO LAPTOP CART - EARTH WALK CART 30 USE	51894	1	5/7/2015	1,339.00	044A	3821	10/31/2023	T	8	5	(1,339.00)	-
15-04891	440000094321	LENOVO LAPTOP CART - EARTH WALK CART 30 USE	49819	1	5/7/2015	1,339.00	044A	3821	10/31/2023	T	8	5	(1,339.00)	-
15-04892	440000094323	LENOVO LAPTOP CART - EARTH WALK CART 30 USE	51868	1	5/7/2015	1,339.00	044A	3821	10/31/2023	T	8	5	(1,339.00)	-
15-04893	440000094325	LENOVO LAPTOP CART - EARTH WALK CART 30 USE	51809	1	5/7/2015	1,339.00	044A	3821	10/31/2023	T	8	5	(1,339.00)	-
15-04894	440000094327	LENOVO LAPTOP CART - EARTH WALK CART 30 USE	49817	1	5/7/2015	1,339.00	044A	3821	10/31/2023	T	8	5	(1,339.00)	-
15-04895	440000094329	LENOVO LAPTOP CART - EARTH WALK CART 30 USE	52521	1	5/7/2015	1,339.00	044A	3821	10/31/2023	T	8	5	(1,339.00)	-
15-04897	440000094333	LENOVO LAPTOP CART - EARTH WALK CART 30 USE	51909	1	5/7/2015	1,339.00	044A	3821	10/31/2023	T	8	5	(1,339.00)	-
15-04898	440000094335	LENOVO LAPTOP CART - EARTH WALK CART 30 USE	51879	1	5/7/2015	1,339.00	044A	3821	10/31/2023	T	8	5	(1,339.00)	-
15-04899	440000094337	LENOVO LAPTOP CART - EARTH WALK CART 30 USE	51913	1	5/7/2015	1,339.00	044A	3821	10/31/2023	T	8	5	(1,339.00)	-
15-04900	440000094339	LENOVO LAPTOP CART - EARTH WALK CART 30 USE	51898	1	5/7/2015	1,339.00	044A	3821	10/31/2023	T	8	5	(1,339.00)	-
15-04901	440000094341	LENOVO LAPTOP CART - EARTH WALK CART 30 USE	51906	1	5/8/2015	1,339.00	044A	3821	10/31/2023	T	8	5	(1,339.00)	-
16-00399	440000097347	BRETFORD MOBILITY CART 20 FOR MACBOOK	201503181719	1	7/30/2015	1,599.95	044A	3821	10/31/2023	T	8	5	(1,599.95)	-
16-00409	440000097366	APPLE MACBOOK AIR 11	C02PQ4F1GFWM	1	7/30/2015	1,060.00	044A	3821	10/31/2023	T	8	5	(1,060.00)	-
16-00410	440000097368	APPLE MACBOOK AIR 11	C02PQ4FMGFWM	1	7/30/2015	1,060.00	044A	3821	10/31/2023	T	8	5	(1,060.00)	-
16-00411	440000097370	APPLE MACBOOK AIR 11	C02PQ4FHGFWM	1	7/30/2015	1,060.00	044A	3821	10/31/2023	T	8	5	(1,060.00)	-
16-00412	440000097372	APPLE MACBOOK AIR 11	C02PQ4EZGFWM	1	7/30/2015	1,060.00	044A	3821	10/31/2023	T	8	5	(1,060.00)	-
16-00413	440000097374	APPLE MACBOOK AIR 11	C02PQ4FUGFWM	1	7/30/2015	1,060.00	044A	3821	10/31/2023	T	8	5	(1,060.00)	-
16-00414	440000097376	APPLE MACBOOK AIR 11	C02PQ4EWGFWM	1	7/30/2015	1,060.00	044A	3821	10/31/2023	T	8	5	(1,060.00)	-
16-00415	440000097378	APPLE MACBOOK AIR 11	C02PQ4F3GFWM	1	7/30/2015	1,060.00	044A	3821	10/31/2023	T	8	5	(1,060.00)	-
16-00416	440000097380	APPLE MACBOOK AIR 11	C02PQ4F9GFWM	1	7/30/2015	1,060.00	044A	3821	10/31/2023	T	8	5	(1,060.00)	-
16-00417	440000097382	APPLE MACBOOK AIR 11	C02PQ4ENGFWM	1	7/30/2015	1,060.00	044A	3821	10/31/2023	T	8	5	(1,060.00)	-
16-00418	440000097384	APPLE MACBOOK AIR 11	C02PQ4G2GFWM	1	7/30/2015	1,060.00	044A	3821	10/31/2023	T	8	5	(1,060.00)	-
16-00419	440000097386	APPLE MACBOOK AIR 11	C02PQ4FDGFWM	1	7/30/2015	1,060.00	044A	3821	10/31/2023	T	8	5	(1,060.00)	-
16-00420	440000097388	APPLE MACBOOK AIR 11	C02PQ4GBGFWM	1	7/30/2015	1,060.00	044A	3821	10/31/2023	T	8	5	(1,060.00)	-
16-00421	440000097390	APPLE MACBOOK AIR 11	C02PQ4FRGFWM	1	7/30/2015	1,060.00	044A	3821	10/31/2023	T	8	5	(1,060.00)	-
16-00422	440000097392	APPLE MACBOOK AIR 11	C02PQ4G0GFWM	1	7/30/2015	1,060.00	044A	3821	10/31/2023	T	8	5	(1,060.00)	-
16-00423	440000097394	APPLE MACBOOK AIR 11	C02PQ4FTGFWM	1	7/30/2015	1,060.00	044A	3821	10/31/2023	T	8	5	(1,060.00)	-
16-00424	440000097396	APPLE MACBOOK AIR 11	C02PQ4GRGFWM	1	7/30/2015	1,060.00	044A	3821	10/31/2023	T	8	5	(1,060.00)	-
16-00425	440000097398	APPLE MACBOOK AIR 11	C02PQ4GKGFWM	1	7/30/2015	1,060.00	044A	3821	10/31/2023	T	8	5	(1,060.00)	-
16-00426	440000097400	APPLE MACBOOK AIR 11	C02PQ4GZGFWM	1	7/30/2015	1,060.00	044A	3821	10/31/2023	T	8	5	(1,060.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY,FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
16-00427	440000097402	APPLE MACBOOK AIR 11	C02PQ4GEGFWM	1	7/30/2015	1,060.00	044A	3821	10/31/2023	T	8	5	(1,060.00)	-
16-00428	440000097404	APPLE MACBOOK AIR 11	C02PQ4GFGFWM	1	7/30/2015	1,060.00	044A	3821	10/31/2023	T	8	5	(1,060.00)	-
S16007400	440000077906	LENOVO THINKPAD YOGA 12	MP09VKEV	1	10/29/2015	1,074.00	044B	3821	10/31/2023	T	8	5	(1,074.00)	-
S16007454	440000077989	LENOVO THINKPAD YOGA 12	MP09VK1V	1	10/29/2015	1,074.00	044B	3821	10/31/2023	T	8	5	(1,074.00)	-
S16007430	440000077953	LENOVO THINKPAD YOGA 12	MP09VK1G	1	10/29/2015	1,074.00	044B	3821	10/31/2023	T	8	5	(1,074.00)	-
S16007434	440000077959	LENOVO THINKPAD YOGA 12	MP09VK4U	1	10/29/2015	1,074.00	044B	3821	10/31/2023	T	8	5	(1,074.00)	-
S16007448	440000077981	LENOVO THINKPAD YOGA 12	MP09VK3U	1	10/29/2015	1,074.00	044B	3821	10/31/2023	T	8	5	(1,074.00)	-
S16007449	440000077983	LENOVO THINKPAD YOGA 12	MP09VK44	1	10/29/2015	1,074.00	044B	3821	10/31/2023	T	8	5	(1,074.00)	-
S16007458	440000077996	LENOVO THINKPAD YOGA 12	MP09VK2Q	1	10/29/2015	1,074.00	044B	3821	10/31/2023	T	8	5	(1,074.00)	-
S16007462	440000078004	LENOVO THINKPAD YOGA 12	MP09VK3X	1	10/29/2015	1,074.00	044B	3821	10/31/2023	T	8	5	(1,074.00)	-
S16007435	440000077961	LENOVO THINKPAD YOGA 12	MP09VK3Q	1	10/29/2015	1,074.00	044B	3821	10/31/2023	T	8	5	(1,074.00)	-
10-81367	110000004204	Promethean Activboard	C1001060408	1	2/25/2010	1,039.00	011A	3821	10/31/2023	T	14	7	(1,039.00)	-
12-02564	830000000442	51201 OAE Hearing Screener w/Printer Wa	13074	1	1/4/2012	3,900.00	083A	9779	10/31/2023	T	12	10	(3,900.00)	-
12-02567	830000000445	51201 OAE Hearing Screener w/Printer Wa	13156	1	1/4/2012	3,900.00	083A	9779	10/31/2023	T	12	10	(3,900.00)	-
12-02568	830000000446	51201 OAE Hearing Screener w/Printer Wa	13165	1	1/4/2012	3,900.00	083A	9779	10/31/2023	T	12	10	(3,900.00)	-
12-02570	830000000448	51201 OAE Hearing Screener w/Printer Wa	13176	1	1/4/2012	3,900.00	083A	9779	10/31/2023	T	12	10	(3,900.00)	-
12-02569	830000000447	51201 OAE Hearing Screener w/Printer Wa	13166	1	1/4/2012	3,900.00	083A	9779	10/31/2023	T	12	10	(3,900.00)	-
12-02571	830000000449	51201 OAE Hearing Screener w/Printer Wa	13083	1	1/4/2012	3,900.00	083A	9779	10/31/2023	T	12	10	(3,900.00)	-
12-02565	830000000443	51201 OAE Hearing Screener w/Printer Wa	13082	1	1/4/2012	3,900.00	083A	9779	10/31/2023	T	12	10	(3,900.00)	-
12-02563	830000000441	51201 OAE Hearing Screener w/Printer Wa	13068	1	1/4/2012	3,900.00	083A	9779	10/31/2023	T	12	10	(3,900.00)	-
12-02566	830000000444	51201 OAE Hearing Screener w/Printer Wa	13147	1	1/4/2012	3,900.00	083A	9779	10/31/2023	T	12	10	(3,900.00)	-
10-05429	830000000334	52316 - Suresight V2.04 Vision Screener	201000091	1	6/7/2010	4,732.38	083A	9779	10/31/2023	T	13	10	(4,732.38)	-
10-05430	830000000335	52316 - Suresight V2.04 Vision Screener	201000189	1	6/7/2010	4,732.38	083A	9779	10/31/2023	T	13	10	(4,732.38)	-
10-05431	830000000336	52316 - Suresight V2.04 Vision Screener	201000190	1	6/7/2010	4,732.38	083A	9779	10/31/2023	T	13	10	(4,732.38)	-
10-05432	830000000337	52316 - Suresight V2.04 Vision Screener	201000191	1	6/7/2010	4,732.38	083A	9779	10/31/2023	T	13	10	(4,732.38)	-
10-05433	830000000338	52316 - Suresight V2.04 Vision Screener	201000194	1	6/7/2010	4,732.38	083A	9779	10/31/2023	T	13	10	(4,732.38)	-
10-05434	830000000339	52316 - Suresight V2.04 Vision Screener	201000199	1	6/7/2010	4,732.38	083A	9779	10/31/2023	T	13	10	(4,732.38)	-
12-03279	830000000491	52316 Suresight Vs.04 Vision Screener	201100477	1	3/8/2012	4,695.00	083A	9779	10/31/2023	T	12	10	(4,695.00)	-
12-03274	830000000486	52316 Suresight Vs.04 Vision Screener	201100254	1	3/8/2012	4,695.00	083A	9779	10/31/2023	T	12	10	(4,695.00)	-
12-03275	830000000487	52316 Suresight Vs.04 Vision Screener	201100255	1	3/8/2012	4,695.00	083A	9779	10/31/2023	T	12	10	(4,695.00)	-
12-03276	830000000488	52316 Suresight Vs.04 Vision Screener	201100273	1	3/8/2012	4,695.00	083A	9779	10/31/2023	T	12	10	(4,695.00)	-
12-03277	830000000489	52316 Suresight Vs.04 Vision Screener	201100274	1	3/8/2012	4,695.00	083A	9779	10/31/2023	T	12	10	(4,695.00)	-
12-03278	830000000490	52316 Suresight Vs.04 Vision Screener	201100276	1	3/8/2012	4,695.00	083A	9779	10/31/2023	T	12	10	(4,695.00)	-
12-03280	830000000492	52316 Suresight Vs.04 Vision Screener	201100285	1	3/8/2012	4,695.00	083A	9779	10/31/2023	T	12	10	(4,695.00)	-
12-03281	830000000493	52316 Suresight Vs.04 Vision Screener	201100287	1	3/8/2012	4,695.00	083A	9779	10/31/2023	T	12	10	(4,695.00)	-
12-03282	830000000494	52316 Suresight Vs.04 Vision Screener	201100292	1	3/8/2012	4,695.00	083A	9779	10/31/2023	T	12	10	(4,695.00)	-
13-01130	830000000588	52897 Pediavision Spot Vision Screening	10381	1	8/29/2012	9,645.00	083A	9779	10/31/2023	T	11	10	(9,645.00)	-
13-01131	830000000589	52897 Pediavision Spot Vision Screening	10185	1	8/29/2012	9,645.00	083A	9779	10/31/2023	T	11	10	(9,645.00)	-
13-01132	830000000590	52897 Pediavision Spot Vision Screening	10400	1	8/29/2012	9,645.00	083A	9779	10/31/2023	T	11	10	(9,645.00)	-
13-01133	830000000591	52897 Pediavision Spot Vision Screening	10187	1	8/29/2012	9,645.00	083A	9779	10/31/2023	T	11	10	(9,645.00)	-
13-01134	830000000592	52897 Pediavision Spot Vision Screening	10164	1	8/29/2012	9,645.00	083A	9779	10/31/2023	T	11	10	(9,645.00)	-
12-04668	220000000394	58257 Spot by Pediavision Vision Screen	10168	1	5/29/2012	9,645.00	022A	9779	10/31/2023	T	11	10	(9,645.00)	-
12-04669	220000000395	58257 Spot by Pediavision Vision Screen	10175	1	5/29/2012	9,645.00	022A	9779	10/31/2023	T	11	10	(9,645.00)	-
12-04671	220000000397	58257 Spot by Pediavision Vision Screen	10184	1	5/29/2012	9,645.00	022A	9779	10/31/2023	T	11	10	(9,645.00)	-
12-04670	220000000396	PEDIAVISION SPOT VISION SCREENING	10404	1	5/29/2012	9,645.00	022A	9779	10/31/2023	T	11	10	(9,645.00)	-
16-02722	440000100906	PRINTER LEXMARK C792DE	5062299475M64	1	3/2/2016	2,958.00	044A	9779	10/31/2023	T	8	5	(2,958.00)	-
08-05596	440000018830	PRINTER LEXMARK T640N B/W LASER 2 DRAWERS	7913ZG2	1	10/31/2007	1,384.00	044A	9779	10/31/2023	T	16	5	(1,384.00)	-
12-02140	440000058942	PRINTER, LEXMARK C792E	5062019400358	1	12/6/2011	3,067.00	044A	9779	10/31/2023	T	12	5	(3,067.00)	-
12-02141	440000058943	PRINTER, LEXMARK C792E	506201940031Y	1	12/6/2011	3,067.00	044A	9779	10/31/2023	T	12	5	(3,067.00)	-
10-03580	440000047831	PRINTER, LEXMARK T652DN B/W DUPLEX ADMIN	793WDNC	1	2/9/2010	1,423.50	044A	9779	10/31/2023	T	14	5	(1,423.50)	-
12-02137	440000058939	PRINTER, LEXMARK T652DN B/W DUPLEX LASER	794ZVD4	1	12/6/2011	1,248.00	044A	9779	10/31/2023	T	12	5	(1,248.00)	-
12-02134	440000058936	PRINTER, LEXMARK T652DN B/W DUPLEX LASER	794ZVGM	1	12/6/2011	1,248.00	044A	9779	10/31/2023	T	12	5	(1,248.00)	-
02-13431	560000000129	PROJECTOR, EPSON POWERLITE 600P	DW801X0080M	1	3/21/2002	2,694.00	056A	9779	10/31/2023	T	22	6	(2,694.00)	-
S16051015	440000143427	LENOVO THINKPAD YOGA 12	MP115JS6	1	2/11/2016	1,074.00	044B	3401	10/31/2023	T	8	5	(1,074.00)	-
S16051016	440000143429	LENOVO THINKPAD YOGA 12	MP115K17	1	2/11/2016	1,074.00	044B	3401	10/31/2023	T	8	5	(1,074.00)	-
11-03682	440000053876	APPLE IMAC INTEL W/20 FLAT PANEL /COMBO	H01160BLDWY	1	4/26/2011	1,095.10	044A	3401	10/31/2023	T	13	5	(1,095.10)	-
S16010946	440000083850	LENOVO THINKPAD 11E TOUCH	LR045WK4	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010947	440000083852	LENOVO THINKPAD 11E TOUCH	LR045WK3	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010948	440000083854	LENOVO THINKPAD 11E TOUCH	LR045WK0	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010949	440000083856	LENOVO THINKPAD 11E TOUCH	LR045WJY	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010950	440000083857	LENOVO THINKPAD 11E TOUCH	LR045WJW	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010951	440000083859	LENOVO THINKPAD 11E TOUCH	LR045WJT	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010952	440000083861	LENOVO THINKPAD 11E TOUCH	LR045WJS	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010953	440000083863	LENOVO THINKPAD 11E TOUCH	LR045WJ0	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010954	440000083865	LENOVO THINKPAD 11E TOUCH	LR045WHK	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010955	440000083866	LENOVO THINKPAD 11E TOUCH	LR045WHH	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010956	440000083868	LENOVO THINKPAD 11E TOUCH	LR045WHF	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010957	440000083870	LENOVO THINKPAD 11E TOUCH	LR045WHD	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010958	440000083872	LENOVO THINKPAD 11E TOUCH	LR045WHC	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY,FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
S16010959	440000083874	LENOVO THINKPAD 11E TOUCH	LR045WHB	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010960	440000083876	LENOVO THINKPAD 11E TOUCH	LR045WH3	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010961	440000083878	LENOVO THINKPAD 11E TOUCH	LR045WGX	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010962	440000083879	LENOVO THINKPAD 11E TOUCH	LR045WGS	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010963	440000083881	LENOVO THINKPAD 11E TOUCH	LR045WGR	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010964	440000083883	LENOVO THINKPAD 11E TOUCH	LR045WGQ	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010965	440000083885	LENOVO THINKPAD 11E TOUCH	LR045WGP	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010966	440000083887	LENOVO THINKPAD 11E TOUCH	LR045WGN	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010967	440000083889	LENOVO THINKPAD 11E TOUCH	LR045WGM	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010969	440000083893	LENOVO THINKPAD 11E TOUCH	LR045WGJ	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010970	440000083894	LENOVO THINKPAD 11E TOUCH	LR045WGE	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010971	440000083896	LENOVO THINKPAD 11E TOUCH	LR045WG7	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010972	440000083898	LENOVO THINKPAD 11E TOUCH	LR045WG6	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010973	440000083900	LENOVO THINKPAD 11E TOUCH	LR045WFH	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010974	440000083901	LENOVO THINKPAD 11E TOUCH	LR045Q1R	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010975	440000083903	LENOVO THINKPAD 11E TOUCH	LR045Q1P	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010976	440000083905	LENOVO THINKPAD 11E TOUCH	LR045Q1E	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010977	440000083906	LENOVO THINKPAD 11E TOUCH	LR045ZAQ	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010978	440000083907	LENOVO THINKPAD 11E TOUCH	LR045Z9W	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010979	440000083908	LENOVO THINKPAD 11E TOUCH	LR045Z8V	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010980	440000083909	LENOVO THINKPAD 11E TOUCH	LR045Z8T	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010981	440000083910	LENOVO THINKPAD 11E TOUCH	LR045Z8N	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010982	440000083911	LENOVO THINKPAD 11E TOUCH	LR045Z8G	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010983	440000083912	LENOVO THINKPAD 11E TOUCH	LR045Z8F	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010984	440000083913	LENOVO THINKPAD 11E TOUCH	LR045Z8B	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010985	440000083914	LENOVO THINKPAD 11E TOUCH	LR045Z81	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010986	440000083915	LENOVO THINKPAD 11E TOUCH	LR045WM7	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010987	440000083916	LENOVO THINKPAD 11E TOUCH	LR045WM4	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010989	440000083918	LENOVO THINKPAD 11E TOUCH	LR045WM0	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010990	440000083919	LENOVO THINKPAD 11E TOUCH	LR045WLY	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010991	440000083921	LENOVO THINKPAD 11E TOUCH	LR045WLX	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010992	440000083923	LENOVO THINKPAD 11E TOUCH	LR045WLS	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010993	440000083925	LENOVO THINKPAD 11E TOUCH	LR045WLR	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010994	440000083927	LENOVO THINKPAD 11E TOUCH	LR045WLP	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010995	440000083929	LENOVO THINKPAD 11E TOUCH	LR045WLL	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010996	440000083931	LENOVO THINKPAD 11E TOUCH	LR045WLJ	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010997	440000083933	LENOVO THINKPAD 11E TOUCH	LR045WLH	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010998	440000083935	LENOVO THINKPAD 11E TOUCH	LR045WLF	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16010999	440000083937	LENOVO THINKPAD 11E TOUCH	LR045WLB	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011000	440000083939	LENOVO THINKPAD 11E TOUCH	LR045WL4	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011001	440000083941	LENOVO THINKPAD 11E TOUCH	LR045WL0	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011002	440000083942	LENOVO THINKPAD 11E TOUCH	LR045WKP	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011003	440000083944	LENOVO THINKPAD 11E TOUCH	LR045WKF	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011004	440000083946	LENOVO THINKPAD 11E TOUCH	LR045WJV	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011005	440000083948	LENOVO THINKPAD 11E TOUCH	LR045WJK	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011006	440000083950	LENOVO THINKPAD 11E TOUCH	LR045WJE	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011007	440000083951	LENOVO THINKPAD 11E TOUCH	LR045WJ9	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011009	440000083955	LENOVO THINKPAD 11E TOUCH	LR045WH6	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011010	440000083956	LENOVO THINKPAD 11E TOUCH	LR045WH5	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011011	440000083958	LENOVO THINKPAD 11E TOUCH	LR045WH0	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011012	440000083960	LENOVO THINKPAD 11E TOUCH	LR045WGZ	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011013	440000083962	LENOVO THINKPAD 11E TOUCH	LR045WGY	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011014	440000083964	LENOVO THINKPAD 11E TOUCH	LR045WGV	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011015	440000083966	LENOVO THINKPAD 11E TOUCH	LR045WGU	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011016	440000083968	LENOVO THINKPAD 11E TOUCH	LR045WGT	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011017	440000083970	LENOVO THINKPAD 11E TOUCH	LR045WGH	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011018	440000083972	LENOVO THINKPAD 11E TOUCH	LR045WGF	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011019	440000083973	LENOVO THINKPAD 11E TOUCH	LR045WGB	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011020	440000083975	LENOVO THINKPAD 11E TOUCH	LR045WGA	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011021	440000083977	LENOVO THINKPAD 11E TOUCH	LR045WG5	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011022	440000083979	LENOVO THINKPAD 11E TOUCH	LR045WG2	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011023	440000083981	LENOVO THINKPAD 11E TOUCH	LR045WFQ	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011024	440000083983	LENOVO THINKPAD 11E TOUCH	LR045WFN	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011025	440000083985	LENOVO THINKPAD 11E TOUCH	LR045WFE	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011026	440000083987	LENOVO THINKPAD 11E TOUCH	LR045WFB	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011028	440000083991	LENOVO THINKPAD 11E TOUCH	LR045Q00	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011029	440000083993	LENOVO THINKPAD 11E TOUCH	LR045PZD	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011030	440000083994	LENOVO THINKPAD 11E TOUCH	LR045PZ8	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011031	440000083996	LENOVO THINKPAD 11E TOUCH	LR045PYW	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY,FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
S16011032	440000083998	LENOVO THINKPAD 11E TOUCH	LR045PYU	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011033	440000084000	LENOVO THINKPAD 11E TOUCH	LR045PYP	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011034	440000084001	LENOVO THINKPAD 11E TOUCH	LR045PYL	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011035	440000084002	LENOVO THINKPAD 11E TOUCH	LR045PYG	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011036	440000084003	LENOVO THINKPAD 11E TOUCH	LR045PYF	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011037	440000084005	LENOVO THINKPAD 11E TOUCH	LR045PY9	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011038	440000084007	LENOVO THINKPAD 11E TOUCH	LR045PY6	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011039	440000084009	LENOVO THINKPAD 11E TOUCH	LR045PXM	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011040	440000084010	LENOVO THINKPAD 11E TOUCH	LR04894Y	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011041	440000084011	LENOVO THINKPAD 11E TOUCH	LR045PMD	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011042	440000084013	LENOVO THINKPAD 11E TOUCH	LR048AGZ	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011043	440000084015	LENOVO THINKPAD 11E TOUCH	LR048A3M	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011044	440000084017	LENOVO THINKPAD 11E TOUCH	LR0489KH	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011046	440000084019	LENOVO THINKPAD 11E TOUCH	LR0489BQ	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011047	440000084020	LENOVO THINKPAD 11E TOUCH	LR0489BJ	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011048	440000084022	LENOVO THINKPAD 11E TOUCH	LR0489AY	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011049	440000084024	LENOVO THINKPAD 11E TOUCH	LR045PWJ	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011050	440000084026	LENOVO THINKPAD 11E TOUCH	LR045PWD	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011051	440000084028	LENOVO THINKPAD 11E TOUCH	LR045PW4	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011052	440000084030	LENOVO THINKPAD 11E TOUCH	LR045PVW	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011053	440000084031	LENOVO THINKPAD 11E TOUCH	LR045PTG	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011054	440000084033	LENOVO THINKPAD 11E TOUCH	LR045PSS	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011055	440000084035	LENOVO THINKPAD 11E TOUCH	LR045PSN	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011056	440000084037	LENOVO THINKPAD 11E TOUCH	LR045PS7	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011057	440000084039	LENOVO THINKPAD 11E TOUCH	LR045PNP	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011058	440000084041	LENOVO THINKPAD 11E TOUCH	LR045PNH	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011059	440000084043	LENOVO THINKPAD 11E TOUCH	LR045PNA	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011060	440000084045	LENOVO THINKPAD 11E TOUCH	LR045PN7	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011061	440000084047	LENOVO THINKPAD 11E TOUCH	LR045PMP	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011062	440000084049	LENOVO THINKPAD 11E TOUCH	LR045PMN	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011063	440000084051	LENOVO THINKPAD 11E TOUCH	LR045PML	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011064	440000084053	LENOVO THINKPAD 11E TOUCH	LR045PMK	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011065	440000084055	LENOVO THINKPAD 11E TOUCH	LR045Q0J	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011066	440000084057	LENOVO THINKPAD 11E TOUCH	LR045PZZ	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011067	440000084059	LENOVO THINKPAD 11E TOUCH	LR045PZY	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011068	440000084061	LENOVO THINKPAD 11E TOUCH	LR045PZX	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011070	440000084065	LENOVO THINKPAD 11E TOUCH	LR045PZM	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011071	440000084067	LENOVO THINKPAD 11E TOUCH	LR045PZL	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011074	440000084072	LENOVO THINKPAD 11E TOUCH	LR045PZF	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011075	440000084074	LENOVO THINKPAD 11E TOUCH	LR045PZE	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011076	440000084076	LENOVO THINKPAD 11E TOUCH	LR045PZC	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011077	440000084078	LENOVO THINKPAD 11E TOUCH	LR045PZ9	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011078	440000084080	LENOVO THINKPAD 11E TOUCH	LR045PZ6	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011079	440000084082	LENOVO THINKPAD 11E TOUCH	LR045PZ5	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011080	440000084084	LENOVO THINKPAD 11E TOUCH	LR045PZ4	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011081	440000084086	LENOVO THINKPAD 11E TOUCH	LR045PY8	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011082	440000084088	LENOVO THINKPAD 11E TOUCH	LR045PY7	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011083	440000084089	LENOVO THINKPAD 11E TOUCH	LR045PY5	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011084	440000084090	LENOVO THINKPAD 11E TOUCH	LR045PX5	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011085	440000084092	LENOVO THINKPAD 11E TOUCH	LR045PX4	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011087	440000084096	LENOVO THINKPAD 11E TOUCH	LR045PX0	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011088	440000084098	LENOVO THINKPAD 11E TOUCH	LR045PWZ	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011089	440000084100	LENOVO THINKPAD 11E TOUCH	LR045PWW	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011090	440000084102	LENOVO THINKPAD 11E TOUCH	LR045PWV	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011091	440000084104	LENOVO THINKPAD 11E TOUCH	LR045PWU	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011092	440000084106	LENOVO THINKPAD 11E TOUCH	LR045PWQ	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011093	440000084108	LENOVO THINKPAD 11E TOUCH	LR045PWP	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011094	440000084110	LENOVO THINKPAD 11E TOUCH	LR045PWN	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011095	440000084112	LENOVO THINKPAD 11E TOUCH	LR045PWM	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011096	440000084114	LENOVO THINKPAD 11E TOUCH	LR045PWL	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011097	440000084116	LENOVO THINKPAD 11E TOUCH	LR045PXF	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011098	440000084118	LENOVO THINKPAD 11E TOUCH	LR045PW9	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011099	440000084121	LENOVO THINKPAD 11E TOUCH	LR045PVA	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011101	440000084125	LENOVO THINKPAD 11E TOUCH	LR045PTK	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011102	440000084127	LENOVO THINKPAD 11E TOUCH	LR045PTD	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011103	440000084129	LENOVO THINKPAD 11E TOUCH	LR045PTB	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011104	440000084131	LENOVO THINKPAD 11E TOUCH	LR045PT9	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011105	440000084133	LENOVO THINKPAD 11E TOUCH	LR045PT7	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011106	440000084135	LENOVO THINKPAD 11E TOUCH	LR045PT5	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-

THE SCHOOL BOARD OF BROWARD COUNTY,FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
S16011107	440000084137	LENOVO THINKPAD 11E TOUCH	LR045PT4	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011108	440000084139	LENOVO THINKPAD 11E TOUCH	LR045PT0	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011109	440000084141	LENOVO THINKPAD 11E TOUCH	LR045PSW	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011110	440000084143	LENOVO THINKPAD 11E TOUCH	LR045PSV	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011111	440000084145	LENOVO THINKPAD 11E TOUCH	LR045PSP	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011112	440000084147	LENOVO THINKPAD 11E TOUCH	LR045PSM	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011113	440000084149	LENOVO THINKPAD 11E TOUCH	LR045PSL	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011114	440000084151	LENOVO THINKPAD 11E TOUCH	LR045PSK	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011115	440000084153	LENOVO THINKPAD 11E TOUCH	LR045PSJ	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011116	440000084155	LENOVO THINKPAD 11E TOUCH	LR045PSE	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011117	440000084157	LENOVO THINKPAD 11E TOUCH	LR045PSD	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011118	440000084158	LENOVO THINKPAD 11E TOUCH	LR045PSC	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011119	440000084159	LENOVO THINKPAD 11E TOUCH	LR045PS6	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011120	440000084161	LENOVO THINKPAD 11E TOUCH	LR045PS5	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011121	440000084163	LENOVO THINKPAD 11E TOUCH	LR045PS4	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011122	440000084165	LENOVO THINKPAD 11E TOUCH	LR045PS2	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011123	440000084167	LENOVO THINKPAD 11E TOUCH	LR045PS1	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011124	440000084169	LENOVO THINKPAD 11E TOUCH	LR045PS0	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011125	440000084170	LENOVO THINKPAD 11E TOUCH	LR045PRZ	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011126	440000084171	LENOVO THINKPAD 11E TOUCH	LR045PRY	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011127	440000084172	LENOVO THINKPAD 11E TOUCH	LR045PRX	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011128	440000084173	LENOVO THINKPAD 11E TOUCH	LR045PRV	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011129	440000084175	LENOVO THINKPAD 11E TOUCH	LR045PRT	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011130	440000084177	LENOVO THINKPAD 11E TOUCH	LR045PRS	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011131	440000084179	LENOVO THINKPAD 11E TOUCH	LR045PRM	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011132	440000084180	LENOVO THINKPAD 11E TOUCH	LR045PRL	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011133	440000084181	LENOVO THINKPAD 11E TOUCH	LR045PRG	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011134	440000084183	LENOVO THINKPAD 11E TOUCH	LR045PRF	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011135	440000084185	LENOVO THINKPAD 11E TOUCH	LR045PRE	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011136	440000084187	LENOVO THINKPAD 11E TOUCH	LR045PRB	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011137	440000084188	LENOVO THINKPAD 11E TOUCH	LR045PRA	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011138	440000084189	LENOVO THINKPAD 11E TOUCH	LR045PR8	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011139	440000084190	LENOVO THINKPAD 11E TOUCH	LR045PR4	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011140	440000084191	LENOVO THINKPAD 11E TOUCH	LR045PR2	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011141	440000084192	LENOVO THINKPAD 11E TOUCH	LR045PR1	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011142	440000084193	LENOVO THINKPAD 11E TOUCH	LR045PR0	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011143	440000084194	LENOVO THINKPAD 11E TOUCH	LR045PQZ	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011144	440000084195	LENOVO THINKPAD 11E TOUCH	LR045PQX	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011145	440000084196	LENOVO THINKPAD 11E TOUCH	LR045PQW	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011146	440000084197	LENOVO THINKPAD 11E TOUCH	LR045PQV	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011147	440000084198	LENOVO THINKPAD 11E TOUCH	LR045PPY	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011148	440000084199	LENOVO THINKPAD 11E TOUCH	LR045PPK	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011149	440000084201	LENOVO THINKPAD 11E TOUCH	LR045PP8	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011150	440000084203	LENOVO THINKPAD 11E TOUCH	LR045PNV	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011151	440000084205	LENOVO THINKPAD 11E TOUCH	LR045PNT	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011152	440000084207	LENOVO THINKPAD 11E TOUCH	LR045PN3	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011153	440000084208	LENOVO THINKPAD 11E TOUCH	LR045PMY	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011154	440000084210	LENOVO THINKPAD 11E TOUCH	LR045Z8U	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011155	440000084211	LENOVO THINKPAD 11E TOUCH	LR045Z8P	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011156	440000084213	LENOVO THINKPAD 11E TOUCH	LR045Z8J	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011157	440000084215	LENOVO THINKPAD 11E TOUCH	LR045Z8H	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011158	440000084217	LENOVO THINKPAD 11E TOUCH	LR045Z8E	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011159	440000084219	LENOVO THINKPAD 11E TOUCH	LR045Z8A	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011160	440000084221	LENOVO THINKPAD 11E TOUCH	LR045Z85	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011161	440000084223	LENOVO THINKPAD 11E TOUCH	LR045Z80	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011162	440000084225	LENOVO THINKPAD 11E TOUCH	LR045WME	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011163	440000084227	LENOVO THINKPAD 11E TOUCH	LR045WM5	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011164	440000084229	LENOVO THINKPAD 11E TOUCH	LR045WLV	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011165	440000084231	LENOVO THINKPAD 11E TOUCH	LR045WLQ	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
S16011166	440000084233	LENOVO THINKPAD 11E TOUCH	LR045WLG	1	10/22/2015	547.00	044D	3491	10/31/2023	T	8	5	(547.00)	-
21-09270	440000261499	LENOVO 300E (1B CELERON TOUCH)	P209VT96	1	9/2/2020	237.50	044A	0331	10/31/2023	G	3	5	(150.41)	87.09
20-04178	440000242377	LENOVO 300E (1B CELERON TOUCH)	P2083FTG	1	5/6/2020	237.50	044A	0391	10/31/2023	G	3	5	(166.25)	71.25
S21-03321	440000316545	LENOVO THINKPAD E14 i5 NON-TOUCH	PF2HATKR	1	5/6/2021	581.50	044D	0761	10/31/2023	G	2	5	(290.75)	290.75
18-00470	460000006555	Kronos Intouch 9100 H4	00JC643392	1	8/8/2017	1,695.50	046A	1321	10/31/2023	T	6	7	(1,513.84)	181.66
18-00614	460000006699	Kronos Intouch 9100 H4	00JC643184	1	8/8/2017	1,695.50	046A	2071	10/31/2023	T	6	7	(1,513.84)	181.66
21-10287	440000262516	LENOVO 300E (1B CELERON TOUCH)	P2083FES	1	9/3/2020	237.50	044A	2071	10/31/2023	G	3	5	(150.41)	87.09
21-10305	440000262531	LENOVO 300E (1B CELERON TOUCH)	P2083FBY	1	9/4/2020	237.50	044A	2071	10/31/2023	G	3	5	(150.41)	87.09
21-10306	440000262532	LENOVO 300E (1B CELERON TOUCH)	P208DF65	1	9/4/2020	237.50	044A	2071	10/31/2023	G	3	5	(150.41)	87.09
21-14976	440000267147	LENOVO 300E (1B CELERON TOUCH)	P207NGLE	1	9/18/2020	237.50	044A	2231	10/31/2023	G	3	5	(150.41)	87.09

	EQUIP NO	ITEM DESCRIPTION	SERIAL NUMBER	ACQUISITION DATE	CLASS	OLD LOCATION	AGE in Years	EUL in Years	NET BK VAL	BROKEN	OBSOLETE	OTHER	NOTES
1	21-09270	LENOVO 300E (1B CELERON TOUCH)	P209VT96	9/2/2020	044A	0331	3	5	87.09	X			Beyond economical repair.
2	20-04178	LENOVO 300E (1B CELERON TOUCH)	P2083FTG	5/6/2020	044A	0391	3	5	71.25	X			Beyond economical repair.
3	S21-03321	LENOVO THINKPAD E14 i5 NON-TOUCH	PF2HATKR	5/6/2021	044D	0761	2	5	290.75	X			Beyond economical repair.
4	18-00470	Kronos Intouch 9100 H4	00JC643392	8/8/2017	046A	1321	6	7	181.66	X			Beyond economical repair.
5	18-00614	Kronos Intouch 9100 H4	00JC643184	8/8/2017	046A	2071	6	7	181.66	X			Beyond economical repair.
6	21-10287	LENOVO 300E (1B CELERON TOUCH)	P2083FES	9/3/2020	044A	2071	3	5	87.09	X			Beyond economical repair.
7	21-10305	LENOVO 300E (1B CELERON TOUCH)	P2083FBY	9/4/2020	044A	2071	3	5	87.09	X			Beyond economical repair.
8	21-10306	LENOVO 300E (1B CELERON TOUCH)	P208DF65	9/4/2020	044A	2071	3	5	87.09	X			Beyond economical repair.
9	21-14976	LENOVO 300E (1B CELERON TOUCH)	P207NGLE	9/18/2020	044A	2231	3	5	87.09	X			Beyond economical repair.
10	22-20058	LENOVO 300E (1B CELERON TOUCH)	R91427WN	11/2/2021	044A	2571	2	5	142.50	X			Beyond economical repair.
11	22-20085	LENOVO 300E (1B CELERON TOUCH)	R91427Y4	11/2/2021	044A	2571	2	5	142.50	X			Beyond economical repair.
12	21-72697	LENOVO 300E 2ND GEN (AMD) TOUCH	R9123VQB	6/7/2021	044A	2631	2	5	136.66	X			Beyond economical repair.
13	S20-11667	LENOVO 100E 2ND GEN (NON-TOUCH)	P206JWNJ	12/4/2019	044D	2691	4	5	45.29	X			Beyond economical repair.
14	18-00570	Kronos Intouch 9100 H4	00JC641691	8/8/2017	046A	2891	6	7	181.66	X			Beyond economical repair.
15	18-00465	Kronos Intouch 9100 H4	00JC642965	8/8/2017	046A	2942	6	7	181.66	X			Beyond economical repair.
16	21-65647	LENOVO 300E (1B CELERON TOUCH)	R9109BSD	5/10/2021	044A	3061	2	5	118.75	X			Beyond economical repair.
17	21-65676	LENOVO 300E (1B CELERON TOUCH)	R9109C0B	5/10/2021	044A	3061	2	5	118.75	X			Beyond economical repair.
18	18-00459	Kronos Intouch 9100 H4	00JC643024	8/8/2017	046A	3081	6	7	181.66	X			Beyond economical repair.
19	21-08893	LENOVO 300E (1B CELERON TOUCH)	P2083GQT	9/2/2020	044A	3081	3	5	87.09	X			Beyond economical repair.
20	21-09000	LENOVO 300E (1B CELERON TOUCH)	P208DFA0	9/2/2020	044A	3081	3	5	87.09	X			Beyond economical repair.
21	21-09018	LENOVO 300E (1B CELERON TOUCH)	P2083HXY	9/2/2020	044A	3081	3	5	87.09	X			Beyond economical repair.
22	21-09021	LENOVO 300E (1B CELERON TOUCH)	P2083GCZ	9/2/2020	044A	3081	3	5	87.09	X			Beyond economical repair.
23	21-09061	LENOVO L390 YOGA (1i i7 LIGHTWEIGHT)	R90YX89T	9/2/2020	044A	3081	3	5	316.99	X			Beyond economical repair.
24	18-00565	Kronos Intouch 9100 H4	00JC641685	8/8/2017	046A	3091	6	7	181.66	X			Beyond economical repair.
25	20-13259	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDQTX	6/30/2020	044A	3131	3	5	197.12	X			Beyond economical repair.
26	18-00492	Kronos Intouch 9100 H4	00JC649171	8/8/2017	046A	3301	6	7	181.66	X			Beyond economical repair.
27	20-08255	LENOVO 300E (1B CELERON TOUCH)	P207YDPM	5/6/2020	044A	3401	3	5	71.25	X			Beyond economical repair.
28	20-08323	LENOVO 300E (1B CELERON TOUCH)	P207YD5A	5/6/2020	044A	3401	3	5	71.25	X			Beyond economical repair.
29	20-08340	LENOVO 300E (1B CELERON TOUCH)	P207YDLS	5/6/2020	044A	3401	3	5	71.25	X			Beyond economical repair.
30	S20-09223	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	P205TXE9	7/29/2019	044D	3401	4	5	31.87	X			Beyond economical repair.
31	S20-13623	LENOVO 300E 2ND GEN (TOUCH)	P2078XEX	2/13/2020	044D	3961	4	5	59.75	X			Beyond economical repair.
32	S20-13756	LENOVO 300E 2ND GEN (TOUCH)	P2078XRH	2/13/2020	044D	3961	4	5	59.75	X			Beyond economical repair.
						Total			$ 4,001.11				

THE SCHOOL BOARD OF BROWARD COUNTY,FLORIDA
LIST OF SURPLUS PROPERTY UNDER $500,000

BPI NUMBER	ASSET NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	# OF UNITS	DATE OF ACQUISITION	ACQUISITION VALUE	CLASS CODE	LOC #	DATE OF SURLUS	CONDITION	AGE IN YEARS	ESTIMATED USEFUL LIFE	ACCUMULATED DEPRECIATION	NET BOOK VALUE
22-20058	440000355142	LENOVO 300E (1B CELERON TOUCH)	R91427WN	1	11/2/2021	237.50	044A	2571	10/31/2023	T	2	5	(95.00)	142.50
22-20085	440000355169	LENOVO 300E (1B CELERON TOUCH)	R91427Y4	1	11/2/2021	237.50	044A	2571	10/31/2023	T	2	5	(95.00)	142.50
21-72697	440000325720	LENOVO 300E 2ND GEN (AMD) TOUCH	R9123VQB	1	6/7/2021	264.50	044A	2631	10/31/2023	G	2	5	(127.84)	136.66
S20-11667	440000236911	LENOVO 100E 2ND GEN (NON-TOUCH)	P206JWNJ	1	12/4/2019	209.00	044D	2691	10/31/2023	G	4	5	(163.71)	45.29
18-00570	460000006655	Kronos Intouch 9100 H4	00JC641691	1	8/8/2017	1,695.50	046A	2891	10/31/2023	T	6	7	(1,513.84)	181.66
18-00465	460000006550	Kronos Intouch 9100 H4	00JC642965	1	8/8/2017	1,695.50	046A	2942	10/31/2023	T	6	7	(1,513.84)	181.66
21-65647	440000318470	LENOVO 300E (1B CELERON TOUCH)	R9109BSD	1	5/10/2021	237.50	044A	3061	10/31/2023	G	2	5	(118.75)	118.75
21-65676	440000318499	LENOVO 300E (1B CELERON TOUCH)	R9109C0B	1	5/10/2021	237.50	044A	3061	10/31/2023	G	2	5	(118.75)	118.75
18-00459	460000006544	Kronos Intouch 9100 H4	00JC643024	1	8/8/2017	1,695.50	046A	3081	10/31/2023	T	6	7	(1,513.84)	181.66
21-08893	440000261122	LENOVO 300E (1B CELERON TOUCH)	P2083GQT	1	9/2/2020	237.50	044A	3081	10/31/2023	G	3	5	(150.41)	87.09
21-09000	440000261229	LENOVO 300E (1B CELERON TOUCH)	P208DFA0	1	9/2/2020	237.50	044A	3081	10/31/2023	G	3	5	(150.41)	87.09
21-09018	440000261247	LENOVO 300E (1B CELERON TOUCH)	P2083HXY	1	9/2/2020	237.50	044A	3081	10/31/2023	G	3	5	(150.41)	87.09
21-09021	440000261250	LENOVO 300E (1B CELERON TOUCH)	P2083GCZ	1	9/2/2020	237.50	044A	3081	10/31/2023	G	3	5	(150.41)	87.09
21-09061	440000261290	LENOVO L390 YOGA (1i i7 LIGHTWEIGHT)	R90YX89T	1	9/2/2020	864.50	044A	3081	10/31/2023	G	3	5	(547.51)	316.99
18-00565	460000006650	Kronos Intouch 9100 H4	00JC641685	1	8/8/2017	1,695.50	046A	3091	10/31/2023	T	6	7	(1,513.84)	181.66
20-13259	440000251363	LENOVO THINKPAD L390 (1F - i5 TOUCH)	R90XDQTX	1	6/30/2020	622.50	044A	3131	10/31/2023	G	3	5	(425.38)	197.12
18-00492	460000006577	Kronos Intouch 9100 H4	00JC649171	1	8/8/2017	1,695.50	046A	3301	10/31/2023	T	6	7	(1,513.84)	181.66
20-08255	440000246454	LENOVO 300E (1B CELERON TOUCH)	P207YDPM	1	5/6/2020	237.50	044A	3401	10/31/2023	G	3	5	(166.25)	71.25
20-08323	440000246522	LENOVO 300E (1B CELERON TOUCH)	P207YD5A	1	5/6/2020	237.50	044A	3401	10/31/2023	G	3	5	(166.25)	71.25
20-08340	440000246539	LENOVO 300E (1B CELERON TOUCH)	P207YDLS	1	5/6/2020	237.50	044A	3401	10/31/2023	G	3	5	(166.25)	71.25
S20-09223	440000234490	LAPTOP, LENOVO 300E (WNDWS), N3450 PROC	P205TXE9	1	7/29/2019	239.00	044D	3401	10/31/2023	G	4	5	(207.13)	31.87
S20-13623	440000239206	LENOVO 300E 2ND GEN (TOUCH)	P2078XEX	1	2/13/2020	239.00	044D	3961	10/31/2023	G	4	5	(179.25)	59.75
S20-13756	440000239339	LENOVO 300E 2ND GEN (TOUCH)	P2078XRH	1	2/13/2020	239.00	044D	3961	10/31/2023	G	4	5	(179.25)	59.75
				1955		$ 2,465,496.01							$ (2,461,494.90)	$ 4,001.11

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	J. Capital Program
DEPARTMENT:	Capital Program

Agenda Item Number:	J-1.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE: **Termination for Convenience - Plantation MS**

REQUESTED ACTION: **Approve the termination of the Construction Agreement, for convenience, with LEE Construction Group, Inc. for Plantation Middle School, Project No. P.001729, District 5.**

RATIONALE:

For the Requested Action(s), Background/History, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the executive summary.

EXHIBITS:

- Executive Summary
- ADEFP
- NOI to Recommend Termination

FINANCIAL IMPACT:

There is no direct financial from this item. There is a potential future impact to the project budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Deborah G. Czubkowski	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Deborah G. Czubkowski, Chief Facilities Officer

Signature

Deborah G. Czubkowski, Chief Facilities Officer

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23

PBL/VSW

EXHIBIT 1

For more information, please contact:
Deborah G. Czubkowski
Chief Facilities Officer
754-321-2659

EXECUTIVE SUMMARY
Termination for Convenience of the Construction Agreement
LEE Construction Group, Inc.
Plantation Middle School, Plantation
SMART Program Renovations
Project No. P.001729
ITB 18-180C

Requested Action:
Approve AECOM's recommendation through the Superintendent to the School Board to terminate, for convenience, the Construction Agreement between The School Board of Broward County, Florida (the "School Board') and LEE Construction Group, Inc. (the "Contractor" or "LEE Construction") for the Plantation Middle School SMART Program Renovations project, Project No. P.001729 (the "Project"). The School Board and the Contractor shall hereinafter collectively be referred to as the "Parties."

What would the impact be if the Board votes "yes" or "no" for this Board item?

If yes: If approved, the Project will be completed under multiple Construction Minor Services Projects (CSMP) agreements.

If no: The project would be unable to move forward.

Background/History:

Delivery Method:	**Design/Bid/Build**
Architect:	**Sol-ARCH, Inc.**
Original Funding Allocation:	**$3,448,000**

On March 3, 2020, the School Board entered into a Construction Agreement (the "Agreement") with LEE Construction for the Project (Agenda Item JJ-1). The scope of the Project includes fire sprinklers, electrical improvements, HVAC improvements, media center improvements, restroom renovation, and building envelope improvements which include aluminum covered walkway repairs and re-roofing of Buildings 1-4.

Primarily due to long delays associated with the Contractor's inability to obtain the roofing subpermit, it was determined that termination of the Agreement for convenience would be in the best interest of the Parties and permit the scope of work to be performed by other contractors. As a condition precedent to this Board Item and pursuant to Article 41 of the Agreement, the Contractor was issued a written Notice of Intent to Recommend Termination for Convenience on December 8, 2023 (see Exhibit 3 – NOI to Recommend Termination).

Measurable Outcome(s)/Return on Investment:
The approval of the termination of the Agreement will permit the completion of the Project under separate Construction Services Minor Project (CSMP) agreements resulting in an expedited schedule.

Financial Impact:
This item does not have a direct financial impact; however, pursuant to Article 40.02 of the Agreement, the Contractor is entitled to reasonable costs actually incurred and paid for: demobilization and remobilization, including such costs paid to subcontractors; preserving and protecting work in place; storage of materials or equipment purchased for the Project, including insurance; and performing in a later, or, during a longer time frame than that contemplated by the Agreement ("Termination Expenses").

The total budget for the Project is $6,636,300. Of the $5,234,820 awarded to the Contractor, $384,784.49 has been paid to LEE Construction for the completion of the media center scope of work. A deductive change order was approved at the September 12, 2023, Regular School Board Meeting in the amount of ($4,628,745.24) for work not completed. The remaining retainage to be held pending evaluation of the Termination Expenses claim will be $26,830.65.

There is a likely future impact on the budget because of this delay that resulted in the cancellation of the work. The value of the credit received from this cancellation may not be enough to execute the work when it is awarded to another contractor and that additional funding would come from the capital reserves.

Plantation Middle School

Adopted District Educational Facilities Plan

Project	Original Program Year	Previously Budgeted	FY24	FY25	FY26	FY27	FY28	Total	Scope
There are no active DEFP projects for this location.								0	
		0	0	0	0	0	0	0	

SMART Program

Project	Original Program Year	Previously Budgeted	FY24	FY25	FY26	FY27	FY28	Total	Scope
Safety & Security	FY16	585,000						585,000	Fire Sprinklers
Renovation	FY16	1,796,000						1,796,000	Building Envelope Improvements (Roof, Window, Ext Wall, etc.)
Renovation	FY16	277,000						277,000	Electrical Improvements
Renovation	FY16	235,000						235,000	HVAC Improvements
Renovation	FY16	555,000						555,000	Media Center improvements
Renovation	FY20	3,188,300						3,188,300	Additional funding for approved scope
		6,636,300	0	0	0	0	0	6,636,300	

Completed

Project	Original Program Year	Previously Budgeted	FY24	FY25	FY26	FY27	FY28	Total	Scope
SMART	FY16	100,000						100,000	School Choice Enhancement
SMART	FY17	139,000						139,000	Additional computers to close computer gap
SMART	FY17	16,000						16,000	CAT 6 Data port Upgrade
SMART	FY17	100,000						100,000	Music Equipment Replacement
SMART	FY17	2,000						2,000	Technology Infrastructure (Servers, Racks, etc.) Upgrade
SMART	FY17	122,000						122,000	Wireless Network Upgrade
SMART		-262						-262	Funding reduced for financial close-out. Savings returned to the SMART Program Reserve.
		478,738	0	0	0	0	0	478,738	
School Total		7,115,038	0	0	0	0	0	7,115,038	

Items that appear in bold and with underscore are newly added.

EXHIBIT 3

Established 1915
BROWARD
County Public Schools

AECOM

2301 NW 26th Street
Oakland Park, Florida 33311
+1 754 321 4850 Tel

SENT VIA e-BUILDER AND USPS CERTIFIED MAIL

December 8, 2023

Mr. Luis E. Enriquez, President
Lee Construction Group, Inc.
9485 NW 12th Street
Doral, FL 33172

TRACKING NO. 7022 3330 0001 0469 6529

Subject: **NOTICE OF TERMINATION FOR CONVENIENCE**
Project Name: SMART Program Renovation
Project Number: P.001729
Facility: Plantation Middle School
Company Name: Lee Construction Group, Inc.
Bid #:18-180C
Commitment/PO#: 8521000003

Dear Mr. Enriquez,

Pursuant to Article 41.02.01, (Termination by the Owner), of the Agreement between The School Board of Broward County, Florida and Lee Construction Group, Inc., this letter serves as advance written notice that staff shall recommend termination of the Agreement for convenience at the School Board meeting on January 23, 2024.

Sincerely,

Cody Kiess, Team Leader
Program Manager-Owner's Representative
AECOM

cc: Thomas C. Cooney, Assistant General Counsel, Office of the General Counsel
Shelley N. Meloni, Executive Director, Office of Capital Programs, BCPS
Sonja Coley, Task Assigned Director, Construction, Office of Capital Programs, BCPS
Shermeka McSwain, Construction Manager, Office of Capital Programs, BCPS
Divine Amoah, Director, Pre-Construction, Office of Capital Programs, BCPS
Omar Shim, Director of Capital Budget, BCPS
Jeff Whitney, Assistant Director, Office of Capital Budget, BCPS
Rafiki Brown, Budget Analyst, Office of Capital Budget, BCPS
Ashley Carpenter, Project Controls Manager, Atkins
Kathleen Langan, Program Director, PMOR AECOM
Matthew A. Tibbs, Project Manager, PMOR AECOM
BCPS Data Entry, AECOM
Dulce Conde, Architect, Sol-Arch

EXHIBIT 4

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Termination For Convenience of the Construction Agreement
LEE Construction Group, Inc.
Plantation Middle School
P.001729

School Board Meeting: 01.23.2024

The financial impact of this item is $0.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2023).

There is a potential future impact to the project budget

Department Name	Department Head
Capital Budget	Omar Shim, Director

Omar Shim - 12/11/2023
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: REVISED

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	J. Capital Program
DEPARTMENT:	Capital Program

Agenda Item Number:	J-2.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE: **Grant of Utility Easement at Northeast HS REVISED**

REQUESTED ACTION: **Grant Utility Easement to Broward County Water & Wastewater Services at the School Board property located at 700 N.E. 56th Street, Oakland Park, Florida 33334 - Northeast High School. District 3.**

RATIONALE:

For the Requested Action, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Easement Agreement
- Memo to Revise

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Deborah G. Czubkowski	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Deborah G. Czubkowski, Chief Facilities Officer

Signature

Deborah G. Czubkowski, Chief Facilities Officer

Electronic Signature

Form $4189 Revised 7/23

PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

EXHIBIT 1

For more information, please contact:
Deborah Czubkowski
Chief Facilities Officer
754-321-2659

EXECUTIVE SUMMARY
Grant of Utility Easement
to Broward County Water & Wastewater Services
Northeast High School, Oakland Park
New Addition/Renovations to Building 12
Project No. P.002301
RFQ 19-091C

Requested Action:
Approve the easement to be granted to Broward County Water & Wastewater Services to install new domestic water lines to service the (2) new buildings and fire protection system at Northeast High School, located at 700 N.E. 56th Street, Oakland Park, Florida 33334.

What would the impact be if the Board voted "yes" or "no" for the Board Items?

If yes: This item, if approved, would allow Broward County water and wastewater management to install new water lines with sufficient capacity to service the new buildings and fire protection system at Northeast High School.

If no: If this item is not approved the County will not reconnect the water services to the (2) new buildings and fire protection system.

Background/History:
The existing domestic water lines installed at Northeast High School is 2 inches in diameter. The new classroom addition, which consists of (2) new buildings and equipped with a fire protection system throughout, requires new 4-inch domestic water lines to handle the increased capacity. Installation of the new water lines cannot be undertaken until the easement is granted.

Measurable Outcome(s)/Return on Investment:
Approving this item ensures that Broward County will install the new domestic water lines and SBBC will not assume responsibility for the installation and associated cost.

Financial Impact:
This item does not have an additional cost to the District.

Return to:
Broward County Water and
Wastewater Services Engineering Division
2555 West Copans Road
Pompano Beach, Florida 33069

and

The School Board of Broward County, Florida
600 S.E. 3rd Avenue
Fort Lauderdale, Florida 33301

Folio Number: _____

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT ("Easement Agreement") is made this 17th day of October 2023, ("Effective Date") by The School Board of Broward County, Florida, a body corporate existing under the laws of the State of Florida ("Grantor") whose address is 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301, in favor of Broward County, a political subdivision of the State of Florida ("Grantee") whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301. Grantor and Grantee are hereinafter referred to collectively as the "Parties," and individually referred to as the "Party."

(Wherever used herein the terms, "Grantor" and "Grantee" shall include heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations wherever the context so admits or requires).

RECITALS

WHEREAS, Grantor is the fee simple owner of the property located in Broward County, Florida, and described as follows (the "Property"):

See Exhibit A with accompanying sketch of description hereto and made a part hereof.

WHEREAS, Grantee desires a nonexclusive and perpetual easement over, across, under, and through the Easement Area, as defined in Section 2, for water mains, wastewater force mains, reclaimed water mains, and/or for any other water and wastewater installations which may be required for the purpose of providing water supply services for domestic, commercial, industrial, or other use and for the collection of domestic, commercial, industrial, or other kinds of wastewater to and from properties, inclusive of the property, which may or may not abut or be contiguous to the easement ("Easement"); and

WHEREAS, the Grantor is willing to grant the Easement to Grantee under the terms herein.

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained herein, and the sum of one dollar ($1.00), and other good and valuable consideration, the sufficiency of which are hereby acknowledged, Grantor hereby declares as follows:

1. The recitals set forth above are true and accurate, and fully incorporated by reference herein.

2. Grantor hereby grants unto Grantee, its licensees, agents, and independent contractors the Easement together with any incidental or necessary appurtenances thereto ("Easement Area"), which Easement Area is further described in **Exhibit A** attached hereto and made a part hereof.

3. Grantor agrees that no obstructions that would interfere with the maintenance or improvement of Grantee's facilities may be placed in the Easement Area without Grantee's prior consent.

4. Grantee shall, at its sole cost and expense, restore the surface of the Easement Area to the same condition which existed prior to the commencement of Grantee's access, maintenance, or repair to the Easement Area.

5. Grantor retains the right to engage in any activities on, over, under, across, or through the Easement Area and shall, for its own purpose, utilize the Property in any manner that does not unreasonably interfere with the Easement.

6. This Easement Agreement may be amended, altered, or modified only by written agreement between the Parties, or their heirs, assigns, or successors-in-interest, which shall be recorded in the Official Records of Broward County, Florida.

7. This Easement Agreement shall run with the land and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. This Easement Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Easement Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Easement Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of residency or other jurisdictional device.

9. Grantee, at its own expense, shall record this fully executed Easement Agreement in its entirety in the Official Records of Broward County, Florida.

[Signatures and Acknowledgments appear on following pages.]

IN WITNESS WHEREOF, the undersigned has signed and sealed this Easement Agreement on the respective date under its signature and certifies that he/she has the authority to execute this instrument.

GRANTOR

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of the State of Florida.

Signed, sealed, and delivered in the presence of:

By_____
Lori Alhadeff, Chair

_____

Print Name: _____

_____

Print Name: _____

_____
Dr. Peter B. Licata,
Superintendent of Schools

Approved as to Form and Legal Content

_____
Office of the General Counsel

ACKNOWLEDGEMENT

State of Florida)
) SS:
County of Broward)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this ___ day of January 2024, by _____, as _____ of The School Board of Broward County, Florida, a body corporate existing under the laws of the State of Florida, on behalf of The School Board of Broward County, Florida.

(NOTARY SEAL)

_____
Notary Signature
Type Name: _____

EXHIBIT "A"

DESCRIPTION:

A PORTION OF LAND LYING IN NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 88°24'24" EAST ALONG THE NORTH LINE OF SAID SECTION 14, A DISTANCE OF 1,436.05 FEET; THENCE SOUTH 01°54'56" EAST, A DISTANCE OF 35.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 56TH STREET, AS RECORDED IN OFFICIAL RECORDS BOOK 2156, PAGE 651 OF SAID PUBLIC RECORDS; THENCE SOUTH 88°24'24" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 98.25 FEET TO POINT OF BEGINNING; THENCE SOUTH 00°39'33" EAST, A DISTANCE OF 11.00 FEET; THENCE SOUTH 89°20'27" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 00°39'33" WEST, A DISTANCE OF 10.67 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF 56TH STREET; THENCE NORTH 88°24'24" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET THE POINT OF BEGINNING.

CONTAINING 216.74 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

1. SURVEY MAPS OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR AND MAPPER.
2. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO A ASSUMED BEARING OF NORTH 88°24'24" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT).
5. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
6. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENTS OF RECORD RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
7. INSTRUMENTS OF RECORD SHOWN HEREON ARE RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, UNLESS OTHERWISE SHOWN.

LEGEND:

LB	= LICENSED BUSINESS	P.O.C.	= POINT OF COMMENCEMENT
℄	= CENTERLINE	N.V.A.L.	= NON-VEHICULAR ACCESS LINE
B.C.R.	= BROWARD COUNTY RECORDS	O.R.B.	= OFFICIAL RECORDS BOOK
PG.	= PAGE	P.B.	= PLAT BOOK
(P)	= PLAT	R/W	= RIGHT-OF-WAY
P.O.B.	= POINT OF BEGINNING		

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON AUGUST 28, 2023. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

THIS IS NOT A SURVEY

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

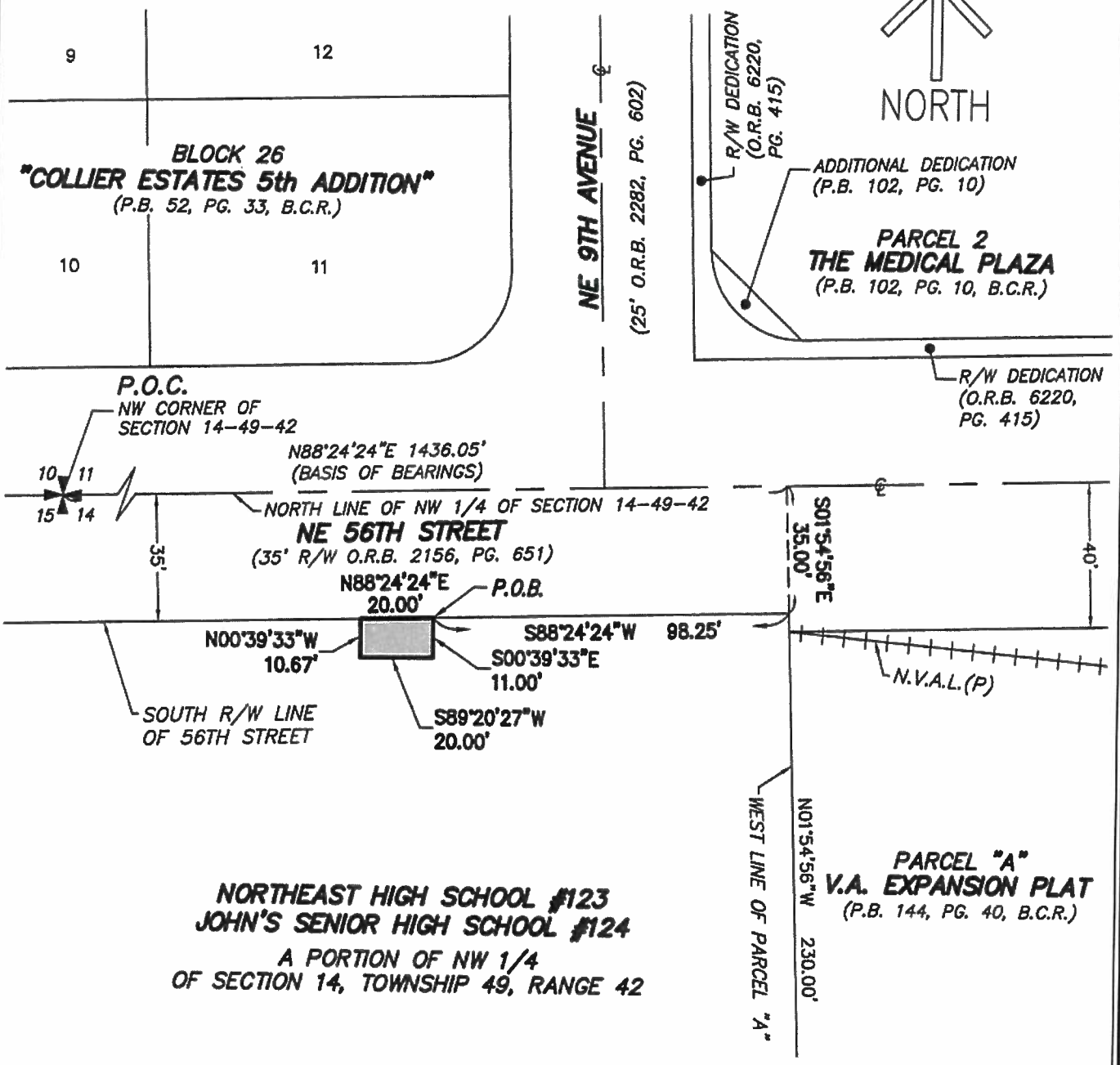
A PORTION OF NW 1/4 OF SEC 14-49-42
UTILITY EASEMENT
SKETCH AND DESCRIPTION

Digitally signed by David Lindley
Date: 2023.08.28 09:30:10 -04'00'
Adobe Acrobat version: 2017.011.30142

DAVID P. LINDLEY
REGISTERED LAND SURVEYOR NO. 5005
STATE OF FLORIDA
L.B. 3591

DATE	8/28/23
DRAWN BY	GC
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	9806 UE1

EXHIBIT "A"



THIS IS NOT A SURVEY

SHEET 2 OF 2

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE – SURVEYING
7900 GLADES ROAD – SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

0 20' 40'

1 INCH = 40 FEET

DATE	8/28/23
DRAWN BY	GC
F.B./ PG.	N/A
SCALE	1"=40'
JOB NO.	9806 UE1

A PORTION OF NW 1/4 OF SEC 14-49-42
UTILITY EASEMENT
SKETCH AND DESCRIPTION

Established 1915
BROWARD
County Public Schools

OFFICE OF THE SUPERINTENDENT
DR. PETER B. LICATA
SUPERINTENDENT OF SCHOOLS

PHONE: 754-321-2600 **FAX:** 754-321-2701 **EMAIL:** Superintendent@browardschools.com

January 12, 2024

TO: School Board Members

FROM: Deborah G. Czubkowski DC
Chief Facilities Officer

VIA: Dr. Peter B. Licata
Superintendent of Schools

SUBJECT: **MEMO TO REVISE AGENDA ITEM J-2 – GRANT OF UTILITY EASEMENT – NORTHEAST HS FOR THE JANUARY 23, 2024, REGULAR SCHOOL BOARD MEETING**

The following is a revision to Agenda Item J-2, Grant of Utility Easement – Northeast High School - for the January 23, 2024, Regular School Board Meeting.

- Item is revised to correct the date of the Board meeting on Page 1 of the Easement Agreement to January 23, 2024.

PBL/DGC/SNM/KL:sf

c: Senior Leadership Team

Return to:
Broward County Water and
Wastewater Services Engineering Division
2555 West Copans Road
Pompano Beach, Florida 33069

and

The School Board of Broward County, Florida
600 S.E. 3rd Avenue
Fort Lauderdale, Florida 33301

Folio Number: _____

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT ("Easement Agreement") is made this **23rd day of January 2024**, ("Effective Date") by The School Board of Broward County, Florida, a body corporate existing under the laws of the State of Florida ("Grantor") whose address is 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301, in favor of Broward County, a political subdivision of the State of Florida ("Grantee") whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301. Grantor and Grantee are hereinafter referred to collectively as the "Parties," and individually referred to as the "Party."

(Wherever used herein the terms, "Grantor" and "Grantee" shall include heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations wherever the context so admits or requires).

RECITALS

WHEREAS, Grantor is the fee simple owner of the property located in Broward County, Florida, and described as follows (the "Property"):

See Exhibit A with accompanying sketch of description hereto and made a part hereof.

WHEREAS, Grantee desires a nonexclusive and perpetual easement over, across, under, and through the Easement Area, as defined in Section 2, for water mains, wastewater force mains, reclaimed water mains, and/or for any other water and wastewater installations which may be required for the purpose of providing water supply services for domestic, commercial, industrial, or other use and for the collection of domestic, commercial, industrial, or other kinds of wastewater to and from properties, inclusive of the property, which may or may not abut or be contiguous to the easement ("Easement"); and

WHEREAS, the Grantor is willing to grant the Easement to Grantee under the terms herein.

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained herein, and the sum of one dollar ($1.00), and other good and valuable consideration, the sufficiency of which are hereby acknowledged, Grantor hereby declares as follows:

1. The recitals set forth above are true and accurate, and fully incorporated by reference herein.

2. Grantor hereby grants unto Grantee, its licensees, agents, and independent contractors the Easement together with any incidental or necessary appurtenances thereto ("Easement Area"), which Easement Area is further described in **Exhibit A** attached hereto and made a part hereof.

3. Grantor agrees that no obstructions that would interfere with the maintenance or improvement of Grantee's facilities may be placed in the Easement Area without Grantee's prior consent.

4. Grantee shall, at its sole cost and expense, restore the surface of the Easement Area to the same condition which existed prior to the commencement of Grantee's access, maintenance, or repair to the Easement Area.

5. Grantor retains the right to engage in any activities on, over, under, across, or through the Easement Area and shall, for its own purpose, utilize the Property in any manner that does not unreasonably interfere with the Easement.

6. This Easement Agreement may be amended, altered, or modified only by written agreement between the Parties, or their heirs, assigns, or successors-in-interest, which shall be recorded in the Official Records of Broward County, Florida.

7. This Easement Agreement shall run with the land and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. This Easement Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Easement Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Easement Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of residency or other jurisdictional device.

9. Grantee, at its own expense, shall record this fully executed Easement Agreement in its entirety in the Official Records of Broward County, Florida.

[Signatures and Acknowledgments appear on following pages.]

IN WITNESS WHEREOF, the undersigned has signed and sealed this Easement Agreement on the respective date under its signature and certifies that he/she has the authority to execute this instrument.

GRANTOR

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of the State of Florida.

Signed, sealed, and delivered in the presence of:

By_____
Lori Alhadeff, Chair

_____

Print Name: _____

_____

Print Name: _____

_____
Dr. Peter B. Licata,
Superintendent of Schools

Approved as to Form and Legal Content

_____
Office of the General Counsel

ACKNOWLEDGEMENT

State of Florida)
) SS:
County of Broward)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this ___ day of January 2024, by _____, as _____ of The School Board of Broward County, Florida, a body corporate existing under the laws of the State of Florida, on behalf of The School Board of Broward County, Florida.

(NOTARY SEAL)

_____
Notary Signature
Type Name: _____

EXHIBIT "A"

DESCRIPTION:

A PORTION OF LAND LYING IN NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14; THENCE NORTH 88°24'24" EAST ALONG THE NORTH LINE OF SAID SECTION 14, A DISTANCE OF 1,436.05 FEET; THENCE SOUTH 01°54'56" EAST, A DISTANCE OF 35.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 56TH STREET, AS RECORDED IN OFFICIAL RECORDS BOOK 2156, PAGE 651 OF SAID PUBLIC RECORDS; THENCE SOUTH 88°24'24" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 98.25 FEET TO POINT OF BEGINNING; THENCE SOUTH 00°39'33" EAST, A DISTANCE OF 11.00 FEET; THENCE SOUTH 89°20'27" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 00°39'33" WEST, A DISTANCE OF 10.67 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF 56TH STREET; THENCE NORTH 88°24'24" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET THE POINT OF BEGINNING.

CONTAINING 216.74 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

1. SURVEY MAPS OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR AND MAPPER.
2. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO A ASSUMED BEARING OF NORTH 88°24'24" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT).
5. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
6. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENTS OF RECORD RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
7. INSTRUMENTS OF RECORD SHOWN HEREON ARE RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, UNLESS OTHERWISE SHOWN.

LEGEND:

LB	= LICENSED BUSINESS	P.O.C.	= POINT OF COMMENCEMENT
℄	= CENTERLINE	N.V.A.L.	= NON-VEHICULAR ACCESS LINE
B.C.R.	= BROWARD COUNTY RECORDS	O.R.B.	= OFFICIAL RECORDS BOOK
PG.	= PAGE	P.B.	= PLAT BOOK
(P)	= PLAT	R/W	= RIGHT-OF-WAY
P.O.B.	= POINT OF BEGINNING		

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON AUGUST 28, 2023. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

THIS IS NOT A SURVEY

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

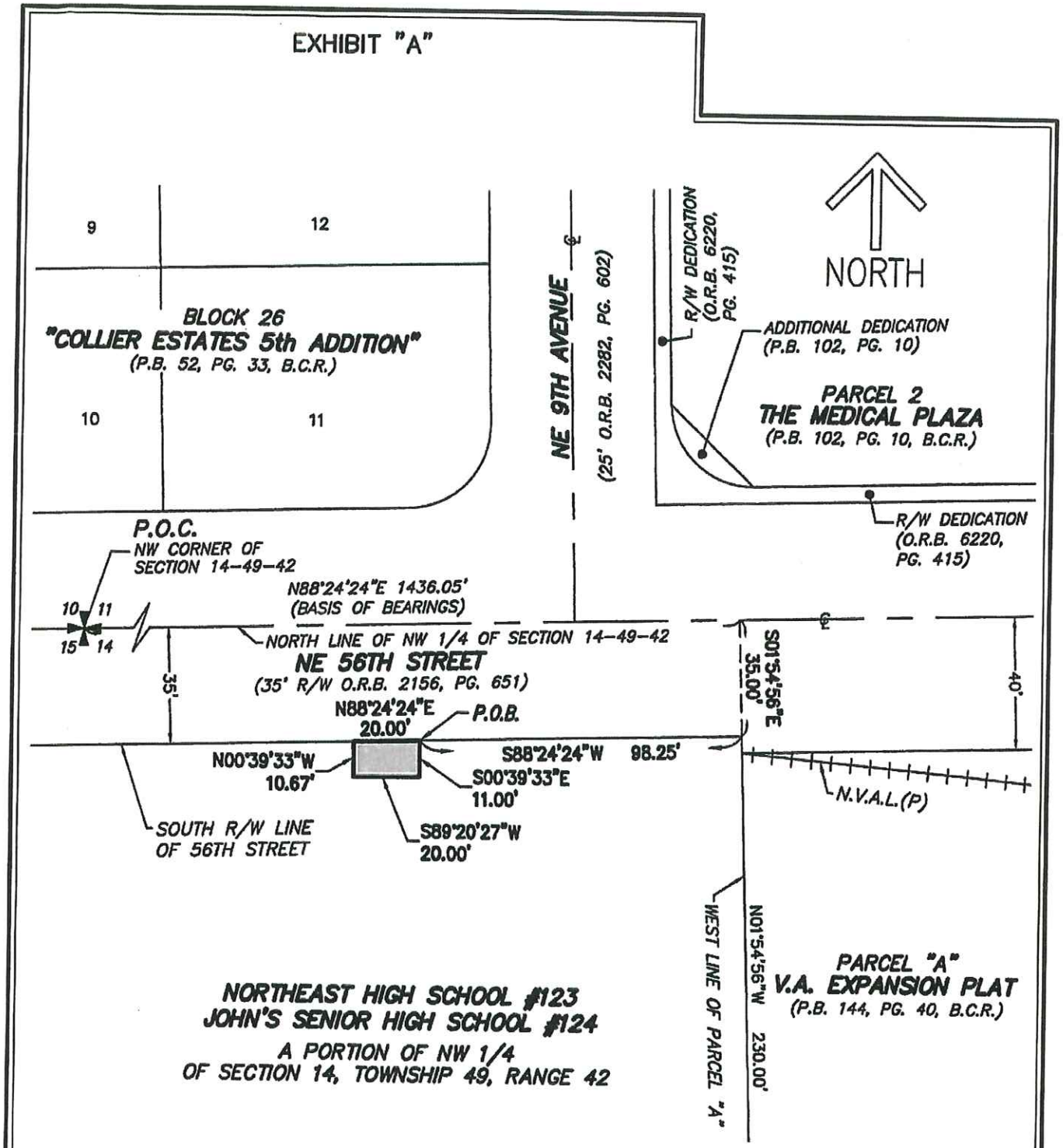
A PORTION OF NW 1/4 OF SEC 14-49-42
UTILITY EASEMENT
SKETCH AND DESCRIPTION

Digitally signed by David Lindley
Date: 2023.08.28 09:30:10 -04'00'
Adobe Acrobat version: 2017.011.30142

DAVID P. LINDLEY
REGISTERED LAND SURVEYOR NO. 5005
STATE OF FLORIDA
L.B. 3591

DATE	8/28/23
DRAWN BY	GC
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	9806 UE1

EXHIBIT "A"



THIS IS NOT A SURVEY

SHEET 2 OF 2

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

0 20' 40'

1 INCH = 40 FEET

DATE	8/28/23
DRAWN BY	GC
F.B./ PG.	N/A
SCALE	1"=40'
JOB NO.	9806 UE1

A PORTION OF NW 1/4 OF SEC 14-49-42
UTILITY EASEMENT
SKETCH AND DESCRIPTION

Status: REVISED

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	J. Capital Program
DEPARTMENT:	Capital Program

Agenda Item Number:	J-3.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE: **Grant of Bill of Sale Absolute, Affidavit and Final Release of Lien to Broward Cou REVISED**

REQUESTED ACTION: **Approve the Grant of a Bill of Sale Absolute, Affidavit and Final Release of Lien to Broward County, Florida for the installation Fire Water Service Line at Northeast High School, Project No. P.002301, District 3.**

RATIONALE:

For the Requested Action(s), Background/History, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Bill of Sale
- Affidavit
- Final Release of Lien
- Memo to Revise

FINANCIAL IMPACT:

There is no financial impact from this item.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Deborah G. Czubkowski	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Deborah G. Czubkowski, Chief Facilities Officer

Signature

Deborah G. Czubkowski, Chief Facilities Officer

Electronic Signature

Form $4189 Revised 7/23

PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

EXHIBIT 1

For more information, please contact:
Deborah G. Czubkowski
Chief Facilities Officer
754-321-2659

EXECUTIVE SUMMARY
Grant of Bill of Sale Absolute, Affidavit and Final Release of Lien to Broward County
Northeast High School, Oakland Park
New Addition/Renovations to Building 12
Project No. P.002301
RFQ 19-091C

Requested Action:
Approve the Bill of Sale Absolute, Affidavit and Final Release of Lien to Broward County for the installation of Water, Wastewater and Fire Water Service Line at Northeast High School, located at 700 N.E. 56th Street, Oakland Park, Florida 33334 for the new classroom addition.

What would the impact be if the Board voted "yes" or "no" for the Board Items?

If yes: This item, if approved, would allow occupancy of the building.

If no: any delay in the approval of this item will ensure delay in obtaining occupancy.

Background/History:
The School Board hired a contractor to install a complete force main, fire water service line, water taps and asphalt repair of an affected area at Northeast high School as part of the new classroom addition project. Broward County requires a bill of sale absolute, an affidavit, and a final release of lien to close out the project with the contractor.

Measurable Outcome(s)/Return on Investment:
Approving this item would allow for proper closeout of the scope of work and provides for occupancy.

Financial Impact:
There is no financial impact from this item.

DRAFT

This instrument is prepared by:

Name: **The School Board of Broward County, Florida**
Address: **600 S.E. 3rd Avenue**
Fort Lauderdale, Florida 33301

BILL OF SALE ABSOLUTE

Name (party of the First Part): **The School Board of Broward County, Florida**

Project Address or Location: **Northeast High School, 700 NE 56th Street, Oakland Park, Florida 33334**

Utility Connection Permit Number: **04-0464.04**

KNOWN ALL MEN BY THIS PRESENTS, that the party of the First Part for and in consideration of the covenants contained in the above Utility Connection Permit between party of the First part and Broward County, Florida (party of the Second Part), address 2555 West Copans Road, Pompano Beach, Florida 33069 by these presents do/does grant, bargain, sell, transfer, and deliver unto the said Party of the Second Part, its successors and assigns, the following goods and chattels generally described below and as more specifically shown on the project record drawings on file with the party of the Second Part:

> 1-3" DIP Water Main 17 LF, 8" DIP Water Main 47 LF, 3 – 8"X8" tapping sleeve, 2 – 3" Gate Valve, 4 – 8" Gate Valve, 1 – 8"X6" reducer, 1 – 8"X8" tee, 1 – 8"X3" tee, 4 – 8" 45 degree bend, 2 – 8" 90 degree bend, 1 – 3" 90 degree bend. For a total sum of $29,767.00.

Installed at the above project address or location.

TO HAVE AND TO HOLD the same unto the said Party of the Second Part, its successors and assigns forever.

And they do for themselves and their successors and assigns, covenant to and with said Party of the Second Part, its successors and assigns, that said Party of the First Part is lawful owner of said goods and chattels; that they are free from all encumbrances; that he has good right to sell the same as aforesaid, and that he will warrant and defend the sale of said property, goods, and chattels hereby made, unto the said Party of the Second Part, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

[Signatures and Acknowledgments appear on following pages.]

By signing below, signatory certifies that he/she has the authority to execute this document.

SBBC

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of the State of Florida.

Signed, sealed, and delivered in the presence of:

By_____
Lori Alhadeff, Chair

_____

Print Name: _____

_____

Print Name: _____

_____
Dr. Peter B. Licata
Superintendent of Schools

Approved as to Form and Legal Content

_____
Office of the General Counsel

ACKNOWLEDGEMENT

State of Florida)
) SS:
County of Broward)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this ___ day of January 2024, by _____, as _____ of The School Board of Broward County, Florida, a body corporate existing under the laws of the State of Florida, on behalf of The School Board of Broward County, Florida.

(NOTARY SEAL)

_____
Notary Signature
Type Name: _____

This instrument is prepared by:

Name: **The School Board of Broward County, Florida**
Address: **600 S.E. 3rd Avenue**
Fort Lauderdale, Florida 33301

FINAL RELEASE OF LIEN

Name (party of the First Part): **The School Board of Broward County, Florida**

Description of What Was Constructed: **Water main tapping connection with water meter**

Property Address or Location: **Northeast High School, 700 NE 56th Street, Oakland Park, Florida 33334**

KNOWN ALL MEN BY THESE PRESENTS, that the party of the First Part for and in consideration of the sum of $10.00 and other good and valuable consideration paid to the party of the First Part by Broward County, Florida (party of the Second Part), address 2555 West Copans Road, Pompano Beach, Florida 33069, receipt of which is hereby acknowledged, do hereby release and quit claim to Broward County, Florida, its successors or assigns, all liens, lien rights, claims or demands of any kind whatsoever, which now party of labor performed, material furnished, and/or improvements, on account of labor performed, material furnished, and /or for any incidental expense for the construction as described above at the address or location described above.

[Signatures and Acknowledgments appear on following pages.]

By signing below, signatory certifies that he/she has the authority to execute this document.

SBBC

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate existing under the laws of the State of Florida.

Signed, sealed, and delivered in the presence of:

By_____
Lori Alhadeff, Chair

_____

Print Name: _____

_____

Print Name: _____

_____
Dr. Peter B. Licata
Superintendent of Schools

Approved as to Form and Legal Content

_____
Office of the General Counsel

ACKNOWLEDGEMENT

State of Florida)
) SS:
County of Broward)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this ___ day of January 2024, by _____, as _____ of The School Board of Broward County, Florida, a body corporate existing under the laws of the State of Florida, on behalf of The School Board of Broward County, Florida.

(NOTARY SEAL)

_____
Notary Signature
Type Name: _____

EXHIBIT 3

This instrument is prepared by:

Name: **The School Board of Broward County, Florida**
Address: **600 S.E. 3rd Avenue**
Fort Lauderdale, Florida 33301

AFFIDAVIT

BEFORE ME, the undersigned authority, this day personally appeared, Dr. Peter B. Licata as Superintendent of Schools for the School Board of Broward County, Florida who after being duly sworn upon oath, deposes and says that all persons, firms, and corporations who furnished labor or materials used directly or indirectly in the prosecution of the work performed in connection with the construction of items set forth in Exhibit "A" attached hereto which were installed in the property described in Exhibit "B" attached hereto have been paid in full.

_____
Dr. Peter B. Licata
Superintendent of Schools

ACKNOWLEDGEMENT

State of Florida)
) SS:
County of Broward)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this ___ day of _____ 2024, by _____, as _____ of The School Board of Broward County, Florida, a body corporate existing under the laws of the State of Florida, on behalf of The School Board of Broward County, Florida.

(NOTARY SEAL)

_____
Notary Signature
Type Name: _____

Established 1915
BROWARD
County Public Schools

OFFICE OF THE SUPERINTENDENT
DR. PETER B. LICATA
SUPERINTENDENT OF SCHOOLS

PHONE: 754-321-2600 **FAX:** 754-321-2701 **EMAIL:** Superintendent@browardschools.com

January 12, 2024

TO: School Board Members

FROM: Deborah G. Czubkowski DC
Chief Facilities Officer

VIA: Dr. Peter B. Licata
Superintendent of Schools

SUBJECT: **MEMO TO REVISE AGENDA ITEM J-3 – GRANT OF BILL OF SALE ABSOLUTE, AFFADAVIT AND FINAL RELEASE OF LIEN TO BROWARD COUNTY – NORTHEAST HS FOR THE JANUARY 23, 2024, REGULAR SCHOOL BOARD MEETING**

The following is a revision to Agenda Item J-3, Grant of Bill of Sale Absolute, Affidavit and Final Release of Lien to Broward County – Northeast High School - for the January 23, 2024, Regular School Board Meeting.

- Item is revised to remove the DRAFT watermark from the Executive Summary.

PBL/DGC/SNM/KL:sf

c: Senior Leadership Team

REVISED
EXHIBIT 1

For more information, please contact:
Deborah G. Czubkowski
Chief Facilities Officer
754-321-2659

EXECUTIVE SUMMARY
Grant of Bill of Sale Absolute, Affidavit and Final Release of Lien to Broward County
Northeast High School, Oakland Park
New Addition/Renovations to Building 12
Project No. P.002301
RFQ 19-091C

Requested Action:
Approve the Bill of Sale Absolute, Affidavit and Final Release of Lien to Broward County for the installation of Water, Wastewater and Fire Water Service Line at Northeast High School, located at 700 N.E. 56th Street, Oakland Park, Florida 33334 for the new classroom addition.

What would the impact be if the Board voted "yes" or "no" for the Board Items?

If yes: This item, if approved, would allow occupancy of the building.

If no: any delay in the approval of this item will ensure delay in obtaining occupancy.

Background/History:
The School Board hired a contractor to install a complete force main, fire water service line, water taps and asphalt repair of an affected area at Northeast high School as part of the new classroom addition project. Broward County requires a bill of sale absolute, an affidavit, and a final release of lien to close out the project with the contractor.

Measurable Outcome(s)/Return on Investment:
Approving this item would allow for proper closeout of the scope of work and provides for occupancy.

Financial Impact:
There is no financial impact from this item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	O. Strategy & Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	O-1.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE: **Pre-Qualification of Contractors - Superintendent's Recommendation**

REQUESTED ACTION: **Approve the recommendation of the Qualification, Selection, and Evaluation Committee (QSEC); QSEC Meeting Date: December 14, 2023; Recommended Firms: Eighteen firms representing eighteen licenses are recommended to be re-certified; Automatic Revocations: Three firms representing four licenses; Small/Minority/Women Business Enterprise Vendor(s): Seventy-three; District-wide.**

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Superintendent Recommendation
- Pre-Qualification Report

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

School Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Judith M. Marte	Phone:	754-321-2611
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Judith M. Marte, Deputy Superintendent, Finance & Operations

Signature

Judith M. Marte, Deputy Superintendent, Finance & Operations

Electronic Signature

Form $4189 Revised 7/23

PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

For more information, please contact:
Name: Judith M. Marte
Title: Deputy Superintendent,
Finance & Operations
Phone: 754-321-2611

EXECUTIVE SUMMARY

Pre-Qualification of Contractors
Superintendent's Recommendations for Pre-Qualification Certification

---

Board Meeting Date: January 23, 2024

Requested Action
Approve the recommendation of the Qualification, Selection, and Evaluation Committee (QSEC); QSEC Meeting Date: December 14, 2023; Recommended Firms: Eighteen (18) firms representing eighteen (18) licenses are recommended to be re-certified; Automatic Revocations: Three (3) firms representing four (4) licenses; Small/Minority/Women Business Enterprise Vendor(s): Seventy-three (73); District-wide.

Impact if the Board Voted Yes or No
If the Board votes "Yes": The District will certify, re-certify firms, increase pre-qualification limits for specific firms, and revoke those that did not renew.

If the Board votes "No": Denial by the School Board would stop the Pre-qualification process, causing interruptions in the construction projects. This would also delay the issuance of new firms becoming prequalified and those firms that wanted to increase limits.

Background/History
State Statutes, regulations and School Board policy allow contractors who wish to pursue work with the District the opportunity to pre-qualify. These requirements mandate that a contractor is pre-qualified at the bid opening and that the School Board acts on a pre-qualification application within sixty days. State regulations and School Board policy require that the School Board act on appeals within thirty days; District-wide. The pre-qualification application process is in accordance with State Requirements for Educational Facilities (SREF) Chapter 4, Section 4.1(1), F.S. 1013.46, and School Board Policy 7003.1. The Procurement & Warehousing Services Department (PWS) administers compliance with SREF and School Board policy requirements.

The criterion for pre-qualification is based on the single bid limit amount of the largest successfully completed project of similar size and scope. The company's surety bonding or audited financial information determines the aggregate limit amount. PWS staff review the applications, make recommendations, and facilitate Qualification Selection Evaluation Committee (QSEC) meetings. QSEC considers staff's recommendations and then forwards its recommendations to the Superintendent. The pre-qualification report provides data on the total number of pre-qualified companies by license type, new applications, renewal applications, and revoked applications.

The Superintendent's recommendations. Such recommendations may include:

Issue Pre-Qualification Re-Certification: This is an annual renewal certificate for a contractor who is currently certified and has met the eligibility criteria.

Issue Recommendation to Not Certify: This is the denial of the initial certification for a Contractor who has not met the eligibility criteria.

Issue Recommendation to Not Re-Certify: This is the denial of the annual renewal certificate for a contractor who is currently certified and has not met the eligibility criteria.
Issue Recommendation to Increase Limits: This is the approval of the request to increase the bonding limits for a contractor who is currently certified and has met the eligibility criteria.

Deny Request to Increase Limits: This is the denial of the request to increase the bonding limits for a contractor who is currently certified and has not met the eligibility criteria.

Suspend or Revoke Certification: This is the suspension for a specified period of time or revocation of the pre-qualification certificate of a contractor for a good cause as outlined in School Board Policy 7003.1 and SREF Chapter 4, Section 4.1.

Adhere to Modify or Reverse Prior School Board Suspension or Revocation of Certification: This is the School Board's response to a contractor's request for reconsideration of a suspension or revocation of its pre-qualification certificate as outlined in School Board Policy 7003.1. During the renewal process, contractors may not submit a renewal application within the time allowed by SREF. The applicable licenses will be automatically revoked. No action is required by QSEC, the Superintendent, or the School Board.

Automatic Revocation of Certification: This is the revocation of a pre-qualification certificate for a firm that has failed to submit its renewal application, which includes a new statement or verification of bond capacity, after at least thirty (30) days of written notice, is automatically revoked in accordance with SREF Chapter 4, Section 4.1(1) (e) 1. PWS staff sends several reminders to submit a renewal application to pre-qualified contractors beginning ninety (90) days prior to the expiration date of the certification.

Alignment to 2027 Goals and Guardrails
School Support

Measurable Outcome(s)/Return on Investment
N/A

Procurement Method
N/A

Financial Impact
There is no financial impact to the District.

Superintendent Recommendations - Tracking Report

Regular School Board Meeting	1/23/2024
Superintendent Recommmentations	
Recommend to Certify	0
Recommend to Re-Certify	18
Recommend to Not Certify	0
Recommend to Not Re-Certify	0
Recommend to Increase Limits	0
Revoke Certification	0
Suspend Certification	0
Certification Revoked Automatically*	4
Grand Total	22

Pre-Qualified Contractors Summary Fiscal Year To Date	
Approved Certification Applications	4
Approved Re-Certification Applications	107
Approved Request to Not Certify	0
Approved Request to Not Re-Certify	0
Approved Request to Increase Limits	2
Total Pre-Qualification Applications	113
Total of E/S/M/WBE Pre-Qualified	*73*
Contractors Automatically Revoked	*20*
Contractors Revoked	*0*
Contractors Suspended	*0*

	CONTRACTOR	Application Submitted	E/S/M/WBE Certification Type	Ethnicity/Gender	E/S/M/WBE Expiration Date	QSEC Review Date	QSEC Action	License For	Per Project Limit	Aggregate Limits	Board Action Date	Pre-Qual Expiration Date
	A.C.T. Services, Inc.	11/27/2023	SMWBE	AA	8/31/2024	12/14/2023	Recommend to Re-Certify	State General	$ 3,892,932.00	$ 8,000,000.00	1/23/2024	1/22/2025
	Americare Appliance Repair, Inc.	12/6/2023				12/14/2023	Recommend to Re-Certify	State Certified Air Conditioning	$ 1,000,000.00	$ 2,000,000.00	1/23/2024	1/22/2025
	AVI-SPL LLC	11/29/2023				12/14/2023	Recommend to Re-Certify	State Certified Specialty Contractor	$ 4,400,000.00	$ 80,000,000.00	1/23/2024	1/22/2025
	Azulejo, Inc.					12/14/2023	Certification Revoked Automatically*	State General			1/23/2024	
	BDI Construction Company	11/7/2023				12/14/2023	Recommend to Re-Certify	State General	$ 9,501,292.00	$ 100,000,000.00	1/23/2024	1/22/2025
	C & F Electric of Ft. Lauderdale, Inc. d/b/a C&F Electric, Inc.	10/30/2023	SBE	NMM	3/1/2025	12/14/2023	Recommend to Re-Certify	State Electrical	$ 5,000,000.00	$ 20,000,000.00	1/23/2024	1/22/2025
	CORE Construction Services of Florida, LLC	10/30/2023				12/14/2023	Recommend to Re-Certify	State General	$ 101,381,502.00	$ 2,000,000,000.00	1/23/2024	1/22/2025
	Douglas Orr Plumbing, Inc.	10/26/2023				12/14/2023	Recommend to Re-Certify	State Plumbing	$ 10,000,000.00	$ 30,000,000.00	1/23/2024	1/22/2025
	Electrical Service in Miami Corp.	11/29/2023	ESMBE	HA	4/20/2024	12/14/2023	Recommend to Re-Certify	State Electrical	$ 1,000,000.00	$ 10,000,000.00	1/23/2024	1/22/2025
	Emerald Construction Corporation	12/4/2023				12/14/2023	Recommend to Re-Certify	State General	$ 3,000,000.00	$ 30,000,000.00	1/23/2024	1/22/2025
	ENCO, LLC	12/6/2023	SMBE	HA	4/15/2024	12/14/2023	Recommend to Re-Certify	State General	$ 2,000,000.00	$ 7,500,000.00	1/23/2024	1/22/2025
	Invertech Solutions LLC		ESMBE	HA	8/31/2024	12/14/2023	Certification Revoked Automatically*	State Plumbing			1/23/2024	
	Invertech Solutions LLC		ESMBE	HA	8/31/2024	12/14/2023	Certification Revoked Automatically*	State Mechanical			1/23/2024	
	James B. Pirtle Construction Company, Inc. dba Pirtle Construction Company	11/6/2023				12/14/2023	Recommend to Re-Certify	State General	$ 112,500,000.00	$ 500,000,000.00	1/23/2024	1/22/2025
	KVC Constructors, Inc.	11/7/2023				12/14/2023	Recommend to Re-Certify	State General	$ 60,000,000.00	$ 140,000,000.00	1/23/2024	1/22/2025
	McGrath RentCorp dba Mobile Modular Management Corporation	11/3/2023				12/14/2023	Recommend to Re-Certify	State Building	$ 2,000,000.00	$ 65,000,000.00	1/23/2024	1/22/2025
	Metro Contractor Incorporated					12/14/2023	Certification Revoked Automatically*	State General			1/23/2024	
	SCS Electric Inc.	11/30/2024	ESMBE	AA	4/22/2025	12/14/2023	Recommend to Re-Certify	State Certified Specialty Contractor	$ 1,000,000.00	$ 1,500,000.00	1/23/2024	1/22/2025
	Securadyne Systems Intermediate, LLC dba Allied Universal Technology Services	11/30/2023				12/14/2023	Recommend to Re-Certify	State Certified Alarm System Contractor I	$ 4,000,000.00	$ 150,000,000.00	1/23/2024	1/22/2025

Superintendent Recommendations - Tracking Report

CONTRACTOR	Application Submitted	E/S/M/WBE Certification Type	Ethnicity/Gender	E/S/M/WBE Expiration Date	QSEC Review Date	QSEC Action	License For	Per Project Limit	Aggregate Limits	Board Action Date	Pre-Qual Expiration Date
Skanska USA Buidling Inc.	10/30/2023				12/14/2023	Recommend to Re-Certify	State General	$ 70,554,298.00	$ 10,000,000,000.00	1/23/2024	1/22/2025
Stobs Bros. Construction Co.	11/17/2023				12/14/2023	Recommend to Re-Certify	State General	$ 1,000,000.00	$ 30,000,000.00	1/23/2024	1/22/2025
TVC Construction Corp.	10/26/2023	ESMBE	HA	7/31/2024	12/14/2023	Recommend to Re-Certify	State General	$ 1,678,000.00	$ 7,500,000.00	1/23/2024	1/22/2025

Note: Automatically Revoked Certifications do not require board action. Pursuant to SREF Chapter 4, Section 4.1(1)(e)1, the pre-qualification certificate for a firm that has failed to submit its renewal application after at least 30 days written notice is automatically revoked.

PROCUREMENT & WAREHOUSING SERVICES

PRE-QUALIFICATION REPORT

PRE-QUALIFIED CONTRACTORS AS OF 12/14/2023

TOTAL No. OF PRE-QUALIFIED CONTRACTORS	As of	11/27/2023	12/14/2023
		214	211

Companies by License	# of Certificates	# of E/S/M/WBE Certificates	Companies by License	# of Certificates	# of E/S/M/WBE Certificates
Broward County 3A Major Roads - Asphalt & Concrete	3	0	State Certified Underground Utility & Excavation	1	0
Broward County 3E Striping, Marking & Signage of Roadways	1	1	State Certified Specialty Contractor	9	2
Broward County Demolition (Non-Explosive)	2	0	State Electrical	20	10
Broward County Fence Erection	5	2	State Elevator	2	0
Broward County Insulation Contractor	1	1	State Fire Suppression	1	0
Broward County Painting Interior/Exterior	8	2	State Fire Protection Contractor II	4	1
Concrete Placing & Finishing	1	0	State General	103	39
Pollutant Storage System Contractor	1	0	State Mechanical	17	9
State Alarm System Contractor I	6	1	State Mechanical (Test & Balance)	1	0
State Alarm System Contractor II	2	1	State Plumbing	2	0
State Asbestos	4	0	State Roofing	20	3
State Building	9	2			
State Certified Air-Conditioning	2	0			
State Certified Class A Air-Conditioning	6	3			
State Certified Class B Air-Conditioning	1	1			
Grand Total *				**232**	**78**

* The total number does not match with the total number of pre-qualified contractors, because a company may be pre-qualified under multiple licenses, generating duplicated records.

PRE-QUALIFICATION PROCESS ACTIVITY

	2022-2023	11/27/2023	12/14/2023	Fiscal Year To Date
Approved Certification Applications	22	0	0	4
Approved Re-Certification Applications	244	34	18	107
Approved Request to Increase Limits	4	1	0	2
Total Approved	**270**	**35**	**18**	**113**
Applications Recommended to Not Certify/Re-Certify	0	0	0	0
Total Applications Processed	**270**	**35**	**18**	**113**
Revoked Contractors (No response of Renewal Notice wihtin 30 Days)	**30**	**7**	**4**	**20**

PRE-QUALIFIED E/S/M/WBE CONTRACTORS

Companies by Ethnicity/Gender

	Female	Male	Total	
African American	4	16	20	27%
Asian American	0	0	0	0%
Hispanic American	10	20	30	41%
White American	13	10	23	32%
Grand Total	**27**	**46**	**73**	
%	37%	63%		

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	Superintendent's Recommendation
DEPARTMENT:	Demographics & Enrollment Planning

Agenda Item Number:	O-2.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE: **2024-25 Schl. Attend. Areas/Bnds. & Schl. Usage Rec. - All Elementary**

REQUESTED ACTION: **Approve the superintendent of schools' recommendations for all elementary school usage & school attendance areas/boundaries for the 2024-25 school year at this first school board meeting. <u>The Superintendent has recommended no school boundary changes for the 2024-25 school year.</u> District-wide.**

RATIONALE:

F.S. 1001.41, 1001.42, 1001.49, and School Board Policy 5000 the superintendent is required to submit recommendations to The School Board on school usage and attendance areas. The School Board will vote on the attendance areas for all elementary schools as a separate item representing a rule with its own financial impact statement. Elementary school 2024-25 boundary maps: https://www.browardschools.com/Page/36539

EXHIBITS:

- Executive Summary
- Memo Supts Rec.

FINANCIAL IMPACT:

None

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Deborah G. Czubkowski	Phone:	754-321-2659
Name:	Jill Young	Phone:	754-321-2565

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Deborah G. Czubkowski, Chief Facilities Officer

Signature

Deborah G. Czubkowski, Chief Facilities Officer

Electronic Signature

Form $4189 Revised 7/23

PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

For more information, please contact:

Name: Deborah G. Czubkowski
Title: Chief Facilities Officer
Phone: 754-321-2659

EXECUTIVE SUMMARY

2024-25 school attendance areas/boundaries and school usage recommendations

Board Meeting Date: January 23, 2024

Requested Action

Approve the superintendent of schools' recommendations for all elementary, middle, high and combination school usage and school attendance areas/boundaries for the 2024-25 school year at this first board meeting. **The Superintendent has recommended no school boundary changes for the 2024-25 school year.** District-wide.

Impact if the Board Voted Yes or No

If the Board votes "Yes": All elementary, middle, high and combination school usage and school attendance areas/boundaries for the 2024-25 school year will remain the same as they were in the 2023-24 school year.

If the Board votes "No": All elementary, middle, high and combination school usage and school attendance areas/boundaries for the 2024-25 school year will remain the same as they were in the 2023-24 school year.

Background/History

On September 29, 2023, the Superintendent of schools released a memo to the School Board stating that there will be no school boundary changes for the 2024-25 school year due to the creation of a Long-range Facilities Master Plan and the superintendent's commitment to the School Board to bring forward plans by June 2024 to repurpose five existing school sites. Based on the data published in the Demographics & Enrollment Planning Department's 2023-24 Benchmark Day Enrollment Count, there are currently no schools with enrollment issues that would demand immediate mitigation.

Alignment to 2027 Goals and Guardrails

Business Operations

Measurable Outcome(s)/Return on Investment

See Background/History section.

Financial Impact

There is no financial impact.

Established 1915
BROWARD
County Public Schools

OFFICE OF THE SUPERINTENDENT
DR. PETER B. LICATA
SUPERINTENDENT OF SCHOOLS

PHONE: 754-321-2600 **FAX:** 754-321-2701 **EMAIL:** superintendent@browardschools.com

DATE: September 29, 2023

TO: School Board Members

FROM: Dr. Peter B. Licata
Superintendent of Schools

SUBJECT: **2023/24 SCHOOL BOUNDARY PROCESS**

In light of Broward County Public Schools embarking on the creation of a Long-range Facilities Master Plan to align its physical footprint with the current and future needs of our students, families, and communities, and of my commitment to the School Board to bring forward plans by June, 2024 to repurpose five existing school sites, **I am recommending that a community boundary process not be conducted during this school year**. Based on data published in the Demographics & Enrollment Planning Department's 2023/24 Benchmark Day Enrollment Count, there are currently no schools with enrollment issues that would demand immediate mitigation. Therefore, I am confident that this pause in the annual boundary process will better position the District to develop and act on recommendations that may result from the master planning process.

I invite and encourage our families and community members to participate and stay engaged this year as we begin the conversations on what school repurposing in Broward County will look like and what sites may be considered. There is much work ahead, and input and involvement from all of our stakeholders will be critically important.

I thank you for your continued support as we move our District into the future and reimagine our schools to provide the best possible educational choice for our students and prepare them for the opportunities that lie ahead.

PBL/SNM/JY:jg

cc: Extended Cabinet
Directors, Teaching & Learning
Principals

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	Superintendent's Recommendation
DEPARTMENT:	Demographics & Enrollment Planning

Agenda Item Number:	O-3.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE: **2024-25 Schl. Attend. Areas/Bnds. & Schl. Usage Rec. - All Middle**

REQUESTED ACTION: **Approve the superintendent of schools' recommendations for all middle school usage & school attendance areas/boundaries for the 2024-25 school year at this first school board meeting. <u>The Superintendent has recommended no school boundary changes for the 2024-25 school year.</u> District-wide.**

RATIONALE:

F.S. 1001.41, 1001.42, 1001.49, and School Board Policy 5000 the superintendent is required to submit recommendations to The School Board on school usage and attendance areas. The School Board will vote on the attendance areas for all middle schools as a separate item representing a rule with its own financial impact statement. Middle school 2024-25 boundary maps: https://www.browardschools.com/Page/36539

EXHIBITS:

- Executive Summary
- Memo Supts Rec.
- O-3 Response

FINANCIAL IMPACT:

None

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Deborah G. Czubkowski	Phone:	754-321-2659
Name:	Jill Young	Phone:	754-321-2565

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Deborah G. Czubkowski, Chief Facilities Officer

Signature

Deborah G. Czubkowski, Chief Facilities Officer

Electronic Signature

Form $4189 Revised 7/23

PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

For more information, please contact:

Name: Deborah G. Czubkowski
Title: Chief Facilities Officer
Phone: 754-321-2659

EXECUTIVE SUMMARY

2024-25 school attendance areas/boundaries and school usage recommendations

Board Meeting Date: January 23, 2024

Requested Action

Approve the superintendent of schools' recommendations for all elementary, middle, high and combination school usage and school attendance areas/boundaries for the 2024-25 school year at this first board meeting. **The Superintendent has recommended no school boundary changes for the 2024-25 school year.** District-wide.

Impact if the Board Voted Yes or No

If the Board votes "Yes": All elementary, middle, high and combination school usage and school attendance areas/boundaries for the 2024-25 school year will remain the same as they were in the 2023-24 school year.

If the Board votes "No": All elementary, middle, high and combination school usage and school attendance areas/boundaries for the 2024-25 school year will remain the same as they were in the 2023-24 school year.

Background/History

On September 29, 2023, the Superintendent of schools released a memo to the School Board stating that there will be no school boundary changes for the 2024-25 school year due to the creation of a Long-range Facilities Master Plan and the superintendent's commitment to the School Board to bring forward plans by June 2024 to repurpose five existing school sites. Based on the data published in the Demographics & Enrollment Planning Department's 2023-24 Benchmark Day Enrollment Count, there are currently no schools with enrollment issues that would demand immediate mitigation.

Alignment to 2027 Goals and Guardrails

Business Operations

Measurable Outcome(s)/Return on Investment

See Background/History section.

Financial Impact

There is no financial impact.

Established 1915
BROWARD
County Public Schools

OFFICE OF THE SUPERINTENDENT
DR. PETER B. LICATA
SUPERINTENDENT OF SCHOOLS

PHONE: 754-321-2600 **FAX:** 754-321-2701 **EMAIL:** superintendent@browardschools.com

DATE: September 29, 2023

TO: School Board Members

FROM: Dr. Peter B. Licata
Superintendent of Schools

SUBJECT: **2023/24 SCHOOL BOUNDARY PROCESS**

In light of Broward County Public Schools embarking on the creation of a Long-range Facilities Master Plan to align its physical footprint with the current and future needs of our students, families, and communities, and of my commitment to the School Board to bring forward plans by June, 2024 to repurpose five existing school sites, **I am recommending that a community boundary process not be conducted during this school year**. Based on data published in the Demographics & Enrollment Planning Department's 2023/24 Benchmark Day Enrollment Count, there are currently no schools with enrollment issues that would demand immediate mitigation. Therefore, I am confident that this pause in the annual boundary process will better position the District to develop and act on recommendations that may result from the master planning process.

I invite and encourage our families and community members to participate and stay engaged this year as we begin the conversations on what school repurposing in Broward County will look like and what sites may be considered. There is much work ahead, and input and involvement from all of our stakeholders will be critically important.

I thank you for your continued support as we move our District into the future and reimagine our schools to provide the best possible educational choice for our students and prepare them for the opportunities that lie ahead.

PBL/SNM/JY:jg

cc: Extended Cabinet
Directors, Teaching & Learning
Principals

Staff Follow Up: **RSBM-012324-02 (DH)**
Due Date (January 18, 2024)
Today's Date (January 17, 2024)

BROWARD County Public Schools | Educating Today's Students to Succeed in Tomorrow's World

Topic: O-3.) 2024-25 Schl. Attend. Areas/Bnds. & Schl. Usage Rec. – All Middle

Staff Follow Up: I thought we were going to look at adjusting the boundary at Pioneer MS? **RSBM-012324-02 (DH)**

Response: On September 29, 2023, the Superintendent of schools released a memo to the School Board stating that there will be no school boundary changes for the 2024-25 school year due to the creation of a Long-range Facilities Master Plan and the Superintendent's commitment to the School Board to bring forward plans by June 2024 to repurpose five existing school sites. Based on the data published in the Demographics & Enrollment Planning Department's 2023-24 Benchmark Day Enrollment Count, there are currently no schools with enrollment issues that would demand immediate mitigation.

PBL/DGC/JY:mc

Deborah Czubkowski
Deborah G. Czubkowski
Chief of Facilities

Dr. Peter B. Licata
Superintendent of Schools

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	Superintendent's Recommendation
DEPARTMENT:	Demographics & Enrollment Planning

Agenda Item Number:	O-4.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE: **2024-25 Schl. Attend. Areas/Bnds. & Schl. Usage Rec. - All High**

REQUESTED ACTION: **Approve the superintendent of schools' recommendations for all high school usage & school attendance areas/boundaries for the 2024-25 school year at this first school board meeting. <u>The Superintendent has recommended no school boundary changes for the 2024-25 school year.</u> District-wide.**

RATIONALE:

F.S. 1001.41, 1001.42, 1001.49, and School Board Policy 5000 the superintendent is required to submit recommendations to The School Board on school usage and attendance areas. The School Board will vote on the attendance areas for all high schools as a separate item representing a rule with its own financial impact statement. High school 2024-25 boundary maps: https://www.browardschools.com/Page/36539

EXHIBITS:

- Executive Summary
- Memo Supts Rec.

FINANCIAL IMPACT:

None

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Deborah G. Czubkowski	Phone:	754-321-2659
Name:	Jill Young	Phone:	754-321-2565

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Deborah G. Czubkowski, Chief Facilities Officer

Signature

Deborah G. Czubkowski, Chief Facilities Officer

Electronic Signature

Form $4189 Revised 7/23

PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

For more information, please contact:

Name: Deborah G. Czubkowski
Title: Chief Facilities Officer
Phone: 754-321-2659

EXECUTIVE SUMMARY

2024-25 school attendance areas/boundaries and school usage recommendations

Board Meeting Date: January 23, 2024

Requested Action

Approve the superintendent of schools' recommendations for all elementary, middle, high and combination school usage and school attendance areas/boundaries for the 2024-25 school year at this first board meeting. **The Superintendent has recommended no school boundary changes for the 2024-25 school year.** District-wide.

Impact if the Board Voted Yes or No

If the Board votes "Yes": All elementary, middle, high and combination school usage and school attendance areas/boundaries for the 2024-25 school year will remain the same as they were in the 2023-24 school year.

If the Board votes "No": All elementary, middle, high and combination school usage and school attendance areas/boundaries for the 2024-25 school year will remain the same as they were in the 2023-24 school year.

Background/History

On September 29, 2023, the Superintendent of schools released a memo to the School Board stating that there will be no school boundary changes for the 2024-25 school year due to the creation of a Long-range Facilities Master Plan and the superintendent's commitment to the School Board to bring forward plans by June 2024 to repurpose five existing school sites. Based on the data published in the Demographics & Enrollment Planning Department's 2023-24 Benchmark Day Enrollment Count, there are currently no schools with enrollment issues that would demand immediate mitigation.

Alignment to 2027 Goals and Guardrails

Business Operations

Measurable Outcome(s)/Return on Investment

See Background/History section.

Financial Impact

There is no financial impact.

Established 1915
BROWARD
County Public Schools

OFFICE OF THE SUPERINTENDENT
DR. PETER B. LICATA
SUPERINTENDENT OF SCHOOLS

PHONE: 754-321-2600 **FAX:** 754-321-2701 **EMAIL:** superintendent@browardschools.com

DATE: September 29, 2023

TO: School Board Members

FROM: Dr. Peter B. Licata
Superintendent of Schools

SUBJECT: **2023/24 SCHOOL BOUNDARY PROCESS**

In light of Broward County Public Schools embarking on the creation of a Long-range Facilities Master Plan to align its physical footprint with the current and future needs of our students, families, and communities, and of my commitment to the School Board to bring forward plans by June, 2024 to repurpose five existing school sites, **I am recommending that a community boundary process not be conducted during this school year**. Based on data published in the Demographics & Enrollment Planning Department's 2023/24 Benchmark Day Enrollment Count, there are currently no schools with enrollment issues that would demand immediate mitigation. Therefore, I am confident that this pause in the annual boundary process will better position the District to develop and act on recommendations that may result from the master planning process.

I invite and encourage our families and community members to participate and stay engaged this year as we begin the conversations on what school repurposing in Broward County will look like and what sites may be considered. There is much work ahead, and input and involvement from all of our stakeholders will be critically important.

I thank you for your continued support as we move our District into the future and reimagine our schools to provide the best possible educational choice for our students and prepare them for the opportunities that lie ahead.

PBL/SNM/JY:jg

cc: Extended Cabinet
Directors, Teaching & Learning
Principals

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	Superintendent's Recommendation
DEPARTMENT:	Demographics & Enrollment Planning

Agenda Item Number:	O-5.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE: **2024-25 Schl. Attend. Areas/Bnds. & Schl. Usage Rec. - All Combination**

REQUESTED ACTION: **Approve the superintendent of schools' recommendations for all combination school usage & school attendance areas/boundaries for the 2024-25 school year at this first school board meeting. <u>The Superintendent has recommended no school boundary changes for the 2024-25 school year.</u> District-wide.**

RATIONALE:

F.S. 1001.41, 1001.42, 1001.49, and School Board Policy 5000 the superintendent is required to submit recommendations to The School Board on school usage and attendance areas. The School Board will vote on the attendance areas for all combination schools as a separate item representing a rule with its own financial impact statement. Combination school 2024-25 boundary maps: https://www.browardschools.com/Page/36539

EXHIBITS:

- Executive Summary
- Memo Supts Rec.

FINANCIAL IMPACT:

None

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Deborah G. Czubkowski	Phone:	754-321-2659
Name:	Jill Young	Phone:	754-321-2565

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Deborah G. Czubkowski, Chief Facilities Officer

Signature

Deborah G. Czubkowski, Chief Facilities Officer

Electronic Signature

Form $4189 Revised 7/23

PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

For more information, please contact:

Name: Deborah G. Czubkowski
Title: Chief Facilities Officer
Phone: 754-321-2659

EXECUTIVE SUMMARY

2024-25 school attendance areas/boundaries and school usage recommendations

Board Meeting Date: January 23, 2024

Requested Action

Approve the superintendent of schools' recommendations for all elementary, middle, high and combination school usage and school attendance areas/boundaries for the 2024-25 school year at this first board meeting. **The Superintendent has recommended no school boundary changes for the 2024-25 school year.** District-wide.

Impact if the Board Voted Yes or No

If the Board votes "Yes": All elementary, middle, high and combination school usage and school attendance areas/boundaries for the 2024-25 school year will remain the same as they were in the 2023-24 school year.

If the Board votes "No": All elementary, middle, high and combination school usage and school attendance areas/boundaries for the 2024-25 school year will remain the same as they were in the 2023-24 school year.

Background/History

On September 29, 2023, the Superintendent of schools released a memo to the School Board stating that there will be no school boundary changes for the 2024-25 school year due to the creation of a Long-range Facilities Master Plan and the superintendent's commitment to the School Board to bring forward plans by June 2024 to repurpose five existing school sites. Based on the data published in the Demographics & Enrollment Planning Department's 2023-24 Benchmark Day Enrollment Count, there are currently no schools with enrollment issues that would demand immediate mitigation.

Alignment to 2027 Goals and Guardrails

Business Operations

Measurable Outcome(s)/Return on Investment

See Background/History section.

Financial Impact

There is no financial impact.

Established 1915
BROWARD
County Public Schools

OFFICE OF THE SUPERINTENDENT
DR. PETER B. LICATA
SUPERINTENDENT OF SCHOOLS

PHONE: 754-321-2600 **FAX:** 754-321-2701 **EMAIL:** superintendent@browardschools.com

DATE: September 29, 2023

TO: School Board Members

FROM: Dr. Peter B. Licata
Superintendent of Schools

SUBJECT: **2023/24 SCHOOL BOUNDARY PROCESS**

In light of Broward County Public Schools embarking on the creation of a Long-range Facilities Master Plan to align its physical footprint with the current and future needs of our students, families, and communities, and of my commitment to the School Board to bring forward plans by June, 2024 to repurpose five existing school sites, **I am recommending that a community boundary process not be conducted during this school year**. Based on data published in the Demographics & Enrollment Planning Department's 2023/24 Benchmark Day Enrollment Count, there are currently no schools with enrollment issues that would demand immediate mitigation. Therefore, I am confident that this pause in the annual boundary process will better position the District to develop and act on recommendations that may result from the master planning process.

I invite and encourage our families and community members to participate and stay engaged this year as we begin the conversations on what school repurposing in Broward County will look like and what sites may be considered. There is much work ahead, and input and involvement from all of our stakeholders will be critically important.

I thank you for your continued support as we move our District into the future and reimagine our schools to provide the best possible educational choice for our students and prepare them for the opportunities that lie ahead.

PBL/SNM/JY:jg

cc: Extended Cabinet
Directors, Teaching & Learning
Principals

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	O. Strategy & Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	O-6.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE: **FY23-043 - Virtual Career Fair Software**

REQUESTED ACTION: **Approve the termination, without cause, of the contract between The School Board of Broward County, Florida (SBBC), and Career Soft LLC; Original Contract Term: June 1, 2022, through May 31, 2027; Award Amount: $172,775; Awarded Vendor: Career Soft LLC; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide.**

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Termination Letter

FINANCIAL IMPACT:

This item has no additional spending request.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

School Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Judith M. Marte	Phone:	754-321-2611
Name:	Dr. Valerie S. Wanza	Phone:	754-321-2650

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Judith M. Marte, Deputy Superintendent, Finance & Operations

Signature

Judith M. Marte, Deputy Superintendent, Finance & Operations

Electronic Signature

Form $4189 Revised 7/23

PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

For more information, please contact:
Name: Dr. Valerie S. Wanza
Title: Deputy Superintendent,
Chief of Staff
Phone: 754-321- 2650

EXECUTIVE SUMMARY

Recommendation to Terminate Contract
FY23-043 – Virtual Career Fair Software

Board Meeting Date: January 23, 2024

Requested Action
Approve the termination, without cause, of the contract between The School Board of Broward County, Florida (SBBC), and Career Soft LLC; Original Contract Term: June 1, 2022, through May 31, 2027; Award Amount: $172,775; Awarded Vendor: Career Soft LLC; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide.

Impact if the Board Voted Yes or No

If the Board votes "Yes": The contract with Career Soft LLC will be terminated. Under section 3.05 of the contract, the Superintendent of Schools will be delegated the authority to send a thirty (30) calendar day written notice to Career Soft LLC communicating the termination of the contract without cause. The termination will be effective on February 28, 2024.

If the Board votes "No": The contract will be valid until May 31, 2027.

Background/History
The software provided a solution to allow the Human Resources Division to conduct large-scale "virtual fairs." However, we have shifted our approach towards conducting large-scale fairs due to preferences and requirements. Our locations prefer in-person events, making this software no longer essential to our operations. In addition, Microsoft Teams has enhanced its platform, providing a solution that aligns with our current needs.

Alignment to 2027 Goals and Guardrails
Guardrail 3, School Support

Measurable Outcome(s)/Return on Investment
By terminating this contract, Talent Acquisition will have additional funds available for recruitment initiatives (i.e. paid advertising, support in-person job fairs, etc.).

Procurement Method
This contract was solicited according to the Purchasing Policy 3320, Section II, H, and the Department of Education, Rule 6A-I.012, I I(b), Florida Administrative Code as authorized by Section I010.04(4)(a), Florida Statutes, which authorized SBBC to purchase copyrighted materials including software without competitive solicitations. A copy of the Existing contract is available online at: http://www.broward.k12.fl.us/supply/agenda/FY23-043_CareerSoft,LLCExecutedAgreement.pdf.

Financial Impact
This item has no additional spending request.

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Mary C. Coker, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
mary.coker@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Daniel P. Foganholi
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Peter B. Licata
Superintendent of Schools

Sent via US Mail and Email
Email: support@careerfairplus.com

January 24, 2024

Tatiana Delerme Jones
Career Soft LLC
10524 Moss Park Rd. Ste 204 #123
Orlando, Florida 32832

Reference: *FY23-043 – Virtual Career Fair Software*
Subject: Career Soft LLC
Written Notice of Termination without cause

Dear: Ms. Tatiana Delerme Jones:

The School Board, at its January 23, 2024, Regular School Board Meeting, terminated, without cause, the Agreement between The School Board of Broward County, Florida (SBBC) and Career Soft LLC. (Career Soft), approved by SBBC on May 17, 2022; that commenced on June 1, 2022 and expires on May 31, 2027 (Agreement), and granted the Superintendent of Schools the delegated authority to provide Career Soft with a thirty (30) calendar day notice of termination without cause.

In accordance with section 3.05 of the Agreement, this letter hereby serves as an official thirty (30) calendar days written notice of termination, without cause, of the Agreement. Please be advised that after thirty (30) calendar days of the date of this Notice plus, five (5) calendar days for mailing time, effective on February 28, 2024, the Agreement between SBBC and Career Soft is considered officially terminated.

If you have any questions, please contact me at 754-321-0545 or the Purchasing Agent as copied below.

Sincerely,

_____
Dr. Peter B. Licata
Superintendent of Schools

Cc: Susan T. Rockelman, Director, Talent Acquisition & Operations (Instructional)
Mary C. Coker, Director, Procurement & Warehousing Services
Luis E. Perez, Manager, Strategic Sourcing, Procurement & Warehousing Services
Ernesto Perez, Purchasing Agent IV, Procurement & Warehousing Services

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	O. Strategy & Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	O-7.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE: **ITB24-236 - Technology Computing Devices, Accessories, & Deployment Services**

REQUESTED ACTION: **Approve the Reject All Bids received for the Invitation to Bid (ITB); Awarded Vendor(s): None; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide.**

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Award Recommendation

FINANCIAL IMPACT:

There is no Financial Impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Judith M. Marte	Phone:	754-321-2611
Name:	Dr. Joe Phillips	Phone:	754-321-2607

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Judith M. Marte, Deputy Superintendent, Finance & Operations

Signature

Judith M. Marte, Deputy Superintendent, Finance & Operations

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23

PBL/VSW

For more information, please contact:
Name: Dr. Josiah Phillips
Title: Chief Information Officer
Phone: 754-321- 2607

EXECUTIVE SUMMARY

Recommendation to Reject All Bids
ITB24-236 - Technology Computing Devices, Accessories, and Deployment Services

---

Board Meeting Date: January 23, 2024

Requested Action
Approve the rejection of all bids received for the Invitation to Bid (ITB); Awarded Vendor(s): None; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide.

Impact if the Board Voted Yes or No

If the Board votes "Yes": Procurement & Warehousing Services (PWS) would be able to release a new ITB with revised specifications that would change the current processes, thus protecting the best interest of the School Board of Broward County, Florida (SBBC).

If the Board votes "No": This would not allow PWS to release a new ITB with revised specifications for the above-referenced services.

Background/History
This ITB was meant to increase the variety of computing devices available to students and staff throughout the District. These devices included Windows-based laptops and desktops. Inadvertently, non-Windows devices such as Chromebooks and Android-based tablets were omitted. Additionally, the ITB allowed vendor questions to be addressed through an addendum. The release of a future ITB will provide an opportunity to clarify the numerous questions asked, potentially increasing the pool of qualified vendors.

This bid is being recommended for rejection to allow staff to revise the specifications and rebid. Therefore, it is in the best interest of the district, to reject all bids received to enable the District to issue a new solicitation with revised specifications.

Alignment to 2027 Goals and Guardrails
Guardrail 2 Equity, Guardrail 3 School Support

Measurable Outcome(s)/Return on Investment
N/A

Procurement Method
This contract was competitively solicited in accordance with Purchasing Policy 3320, Part II, Rule D, and Florida Administrative Code 6A-1.012(7).
A copy of the ITB documents is available online at: http://www.broward.k12.fl.us/supply/agenda/ITB24-236_TechnologyComputingDevicesAccessoriesandDeploymentServices_Addendum.pdf.

This Bid is being rejected to allow staff to revise the specifications and rebid. Therefore, it is in the best interest of the district, to reject all bids received to enable the District to issue a new solicitation with revised specifications.

Financial Impact
There is no Financial Impact on the District.

Procurement & Warehousing Services
Broward County Public Schools

AWARD RECOMMENDATION

ITB #:	ITB24-236	Tentative Board Meeting Date*:	12/12/2023		
ITB Title:	Technology Computing Devices, Accessories, and Deployment Services	# Notified:	436	# Downloaded:	86
		# of Responses Rec'd:	9	# of "No Bids":	2
For:	Information Technology (School/Department)	ITB Opening Date :	10/24/2023		
Fund:	Department Operating Budget	Advertised Date:	10/04/2023		

POSTING OF AWARD RECOMMENDATION: ITB24-236 Award Recommendations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on **11/16/2023 @ 5:00 PM** and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3) (b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

(*) The Cone of Silence, as stated in the ITB, is in effect until award is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

REVISED AWARD RECOMMENDATION

In accordance with Section 6A-1.012(12)(C), Florida Administrative Code, and Part II, Section D (1) of Purchasing Policy 3320 and Section 8, General Condition 6 (2) of ITB24-236: "In the best interest of the School Board of Broward County, Florida (SBBC), the School Board reserves the right to reject any or all bids received when there are sound documented business reasons that serve the best interests of SBBC.

It is recommended pursuant to Section 6A-1.012(12)(c), F.A.C., that all proposals be rejected. This solicitation will be rebid with revised bid specifications, in accordance with School Board policies and procedures.

By: *Ernesto Perez* Date: 11/16/2023
(Purchasing Agent)

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

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

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	S. Schools (Learning Communities)
DEPARTMENT:	Charter Schools/Management Support

Agenda Item Number:	S-1.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE: **BridgePrep Academy of Broward K8 - 5022 - First Amendment to the Charter S…**

REQUESTED ACTION: **Approve the First Amendment to the Charter School Agreement (Agreement) for BridgePrep Academy, Inc. d/b/a BridgePrep Academy of Broward K8 - 5022 requesting an entity name change from BridgePrep Academy of Hollywood, Inc. to BridgePrep Academy, Inc. District 1.**

RATIONALE:

On or about June 23, 2020, the Sponsor and BridgePrep Academy of Hollywood, Inc. entered into a Charter School Agreement, which incorporates by referenc… School's Charter School Application wherein the School was authorized to operate an elementary/middle charter school, grade levels kindergarten through eighth (K–8), known as "BridgePrep Academy of Broward K8 – 5022" in Broward County, Florida. BridgePrep Academy of Hollywood, Inc. desires to amend the Charter School Agreement to reflect an entity name from BridgePrep Academy of Hollywood, Inc. to BridgePrep Academy, Inc. Through this entity

EXHIBITS:

Executive Summary
BridgePrep 1st Amendment
Signed Gov. Minutes
Detail by Entity Name

FINANCIAL IMPACT:

There is no financial impact to the SBBC.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Howard Hepburn	Phone:	754-321-2100
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Ted Toomer, Associate Superintendent, Teaching & Learning,

Signature

Dr. Ted Toomer, Associate Superintendent, Teaching & Learning,

Electronic Signature

Form $4189 Revised 7/23

PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Howard Hepburn
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

BridgePrep of Broward K8

First Amendment to the Charter School Agreement

Board Meeting Date: January 23, 2024

Requested Action: Approve the First Amendment to the Charter School Agreement (Agreement) for BridgePrep Academy of Hollywood, Inc. d/b/a BridgePrep Academy of Broward K8 - 5022 requesting an entity name change from BridgePrep Academy of Hollywood, Inc. to BridgePrep Academy, Inc.

Impact if the Board Voted Yes or No

If the Board votes "Yes": Pursuant to sections 1002.33(7)(d) and Section 2.B.4 of the Agreement which permits modifications and amendments to the Agreement, the School Board of Broward County, Florida (Sponsor) will be in compliance with state statutes and laws.

If the Board votes "No": Pursuant to sections 1002.33(7)(d) and Section 2.B.4 of the Agreement which permits modifications and amendments to the Agreement, the School Board of Broward County, Florida (Sponsor) will not be in compliance with state statutes and laws.

Background/History

On or about June 23, 2020, the Sponsor and BridgePrep Academy of Hollywood, Inc. entered into a Charter School Agreement, which incorporates by reference the School's Charter School Application wherein the School was authorized to operate an elementary/middle charter school, grade levels kindergarten through eighth (K–8), known as "BridgePrep Academy of Broward K8 – 5022" in Broward County, Florida. BridgePrep Academy of Hollywood, Inc. desires to amend the Charter School Agreement to reflect an entity name from BridgePrep Academy of Hollywood, Inc. to BridgePrep Academy, Inc. Through this entity name change, all BridgePrep Academy charter schools in the state of Florida will operate under the same governing board entity known as BridgePrep Academy, Inc. District 1.

Alignment to 2027 Goals and Guardrails

Business/Operational

Measurable Outcome(s)/Return on Investment

N/A

Financial Impact

There is no financial impact to the SBBC.

FIRST AMENDMENT TO THE CHARTER SCHOOL AGREEMENT

This First Amendment to the CHARTER SCHOOL AGREEMENT is made and entered into as of this_____day of _____2024, by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA,
a body corporate operating and existing under the laws of the State of Florida
[hereinafter referred to as "Sponsor"],
and having its principal place of business located at
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

BRIDGEPREP ACADEMY, INC. f/k/a
BRIDGEPREP ACADEMY OF HOLLYWOOD, INC.
a Florida not-for-profit organization [hereinafter referred to as "School"],
and having its principal place of business located at
10700 SW 56th Street
Miami, Florida 33165

WHEREAS, the Sponsor and BridgePrep Academy of Hollywood, Inc. entered into a Charter School Agreement ("Agreement") on or about June 23, 2020, for a five-year period expiring June 30, 2025, which incorporates by reference the School's Charter School Application wherein BridgePrep Academy of Hollywood, Inc. was authorized to operate an elementary/middle charter school, serving grade levels kindergarten through eighth (K-8), formally known as "BridgePrep Academy of Broward K-8" in Broward County, Florida; and

WHEREAS, Section 2.B.4 of the Agreement permits the amendment of that Agreement during its term through mutual agreement of the parties, provided such modifications are agreed to in writing and executed by both parties; and

WHEREAS, BridgePrep Academy of Hollywood, Inc. seeks to amend its AGREEMENT to reflect a change in its name; and

NOW, THEREFORE, in consideration of the mutual covenants and terms herein set forth, the Parties hereby agree as follows:

1.01 **Recitals:** The Parties agree that the forgoing recitals are true and correct and that such recitals are incorporated herein by reference**.**

1.02 **Amendments:** The following portion of the Charter School Agreement shall be amended to provide as follows:

1.03 **Change of Name:** The School's name shall be changed throughout the Agreement to BridgePrep Academy, Inc.

1.04 **Order of Precedence Among Agreement Documents:** In the event of a conflict between the provisions of the agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

(a) This First Amendment to the Charter School Agreement;
(c) The Charter Agreement; and
(d) The Charter Application

1.05 **Other Provisions, as Amended, Remain in Force:** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.06 **Authority:** Each person signing this First Amendment to the Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Charter School Agreement as of the day and year first above written.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

FOR THE SCHOOL

(Corporate Seal)

BRIDGEPREP ACADEMY, INC.

by: Thomas G. Sutterfield
Name and Title Board Chair

Attest: _____
Secretary
– or –
_____
Witness
_____
Witness

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 30 day of NOV, 2025 by

Thomas G. Sutterfield
Name of Person on behalf of the Governing Entity

of _____
BridgePrep Academy, Inc.

He/She took an oath and is personally known to me or has produced ID as identification.

My commission expires:

(SEAL)

CHRISTINA BECKFORD
Notary Public-State of Florida
Commission # HH 439523
My Commission Expires
September 04, 2027

_____
Signature – Notary Public

My commission expires:

Christina Beckford
Printed Name of Notary Public

FOR THE SPONSOR

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By_____
Lori Alhadeff, Chair

_____
Dr. Peter B. Licata
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

S:/v/allwork-use/sbbc/memos/internal/2324year/231013bridgeprep1stamendmentrl

DocuSign Envelope ID: 71FC24C1-DFB0-4874-B308-8EA087A71A21

BridgePrep Academy Inc., BridgePrep Academy of Florida, Inc. BridgePrep Academy of Hollywood, Inc. BridgePrep Charter Academy of Palm Beach, Inc. BridgePrep Academy of Tampa, Inc.
Board Meeting Minutes June 28, 2023
5:00 PM

Board Member and Guest Attendance:

INC: *Tom Sutterfield (Board Chairperson), Lou Lofranco (Director), Leah Burton (Director), Christopher Snowden (Director), Enid Weisman, Connie Arnold (Director)*

OTHER NON-VOTING MEMBER PRESENT*: Tom Torkelson, Wyatt Trushceit, Gerald Boyd, Franco Cruz, Jeffrey Rothschild, Yvette Rodriguez, Patricia Garcia, Antonietta DiGirolamo, Ana Natali, Vanessa Latorre, Guillermo Gonzalez, Jamie Griffin, Denise Beattie, Carey Gilcher, Genaro Navarro, Lourdes Peña, Dunia Soto, Ana Sorenson, Marvin Pitts,Hailey McCarthy, Jeniffer Abreu-Sinnes, Jose Luis de Leon, Joy Gordon-Fernandez, Leyssa Helgeson, Sara Troche-Pastrana*

****

1. ***OLD Business May 24, 2023 Meeting Started @ 5:00 pm***

2. **Welcome Visitors/Speaker Present:**
   Luis Sullivan-Arza Consulting
   Jeffrey Wood – Tripp Scott
   Thomas Stenberg Tripp Scott
   Dinorah Jimena VG Teacher

3. **Review participation procedures for visitors. (if applicable)**

Consent Agenda

4. **Discussion/approval of consent agenda**

INC Board
Motion made by T. Sutterfield to approve with changes Second by E. Weissman. C. Snowden also in favor. Motion approved.

INC Board
Motion made by C. Snowden to approve April 25th minutes Second by E. Weissman. Motion approved.

INC Board
Motion made by E. Weissman to approve May 24thtr minutes Second by XXX. Motion approve

INC Board
Motion made by E. Weissman to approve June 23rdr minutes Second by C. Arnold. Motion approve

DocuSign Envelope ID: 71FC24C1-DFB0-4874-B308-8EA087A71A21

BOARD UPDATE

5. CEO update
Tom Torkelson updated the board

CHIEF UPDATES

6. Recap of BridgePrep goals
- – currently on track to 11,000 students for the 23-24 SY
- Each school earns a letter grade of "A" or "B"
- Each school achieves a positive fund balance of 2% or greater for the 23-24 SY

7. Recap of top priorities
- Align school leadership around enrollment goals
- Facilities 2-3 new for 2024
- Hire 100% of teacher by FDOS
- Define brand and build marketing effectiveness

8. 5-year growth goals
- Current revenue $77.8M
- 23-24 projected revenue $105.7M

9. Budget Process Timeline
- Budget transparency
    - Principals have full-transparency on budget and are empowered to make decisions on their campus through management of their budget
    - May 31st – next budget benchmark to solidify budget further at schools based on enrollment progress

10. Board of Directors
- Ensuring the new, consolidated Board of BridgePrep Academy is a state and national leader in best governance and fiduciary practices

11. Update from Wyatt Truscheit – Chief Financial Office
- All financial statements have been submitted for April & May, we are in full compliance with submissions and districts
- Cash balances are higher due to receiving referendum funding and continue to receive payments under the ESSER program.

12. Review Previously Signed Documents
Jeffrey Rothschild updated the board
- Tom Sutterfield signed 29 documents on behalf of the board

13. Merger Update & Board Appointments
Jeffrey Wood & Jeffrey Rothschild updated the board
- July 1st effective date for merger of all boards to have one board for all BridgePrep Academies
- Resolutions being sent to Tom Sutterfield, all board members need to review & sign.
- Resignations by Steve Hunnicutt as of June 19th and Yeneir Rodriguez-Padron effective June 30th

DocuSign Envelope ID: 71FC24C1-DFB0-4874-B308-8EA087A71A21

- E. Weissman volunteered for board Treasurer
- C. Snowden volunteered for board Secretary

Motion to accept E. Weissman by C. Snowden, Second by L. Franco. Motion passed unanimously
Motion to accept C. Snowden, by E. Weissman, Second by L. Franco. Motion passed unanimous

14. Bank Restructuring to Merger Update

Jeffrey Wood & Wyatt Truscheit updated the board

- We have an existing line of credit with 5 entities that are obligated under.
- Term sheet from the bank with a potential closing date on the refinance not later than July 12th'
- Term sheet has already been signed by Wyatt Truscheit.
- Pending documents to extend the line of credit.
- Line of credit of $5 million, we are at $4,000,175 used. It's a prime rate of 8.25%. Line has very strict terms and conditions. We are current on all the payments under this line
- Line of credit for the ESSER program, with two parts. Facility A is a restructuring of the current line with a reduced interest rate from the current 8.25% to fixed 6.75% with a 7years loan term. Potential $460,000 savings on the interest rate. Amount of the loan is same as the outstanding balance $4,000,175. No prepayment penalty.
- Facility B is a revolving line of credit which is going to be use for the ESSER funds. The line is for $1,825.000. The intent is to pay large vendors that are under ESSER program, get the money back from the district and repay the loan.
- Motion to authorize the new line of credit that complies with this term sheet and give Tom Sutterfield authorization to sign.

Motion to accept to authorize the line of credit that complies with this term sheet and give T. Sutterfield authorization to sign by E. Weissman, Second by L. Franco. Motion passed unanimously

15. Contracts

Tom Sutterfield & Wyatt Truscheit updated the board

- All contracts have been properly procured.

Motion to approve all furniture contracts by E. Weissman, Second by L. Franco. Motion passed unanimously
Motion to approve all instructional materials contracts by L. Franco, Second by E. Weissman. Motion passed unanimously.
Motion to approve all security contracts by L Franco, Second by E. Weissman. Motion passed unanimously.
Motion to give T. Sutterfield authority to sign FSBD instructional material contract once we have it in hand by C. Snowden, Second by E. Weissman. Motion passed unanimously.

16. Principal Appointment

Jeffrey Rothschild & Gerald Boyd update the board

- 3% increase on salary for principals based on the average current principal salaries.
- $20,000 bonus if goals are achieve as per their school. Goals are 3% budget, academic grade, enrollment.
- Slate of principals presented for approval:
    - BridgePrep of Greater Miami: Ariel Amaya
    - BridgePrep of Polk: Charnis Irvine
    - BridgePrep of Osceola: Emmauel Swift
    - BridgePrep of Broward K8 and Hollywood Hills: Trish Hathy
    - BridgePrep of Duval: Jose Luise De Leone

Motion to approve 3% salary increase and $20k bonus by C. Snowden, Second by L. Franco. Motion passed unanimously.
Motion to approve this slate of known current principals by E. Weissman, Second by L. Franco. Motion passed unanimously.

DocuSign Envelope ID: 71FC24C1-DFB0-4874-B308-8EA087A71A21

Motion to delegate authority to Board Chairperson to approve principal for remaining openings including BridgePrep of Interamerican by C. Snowden, Second by C. Arnold. Motion passed unanimously.

17. Budget Approval

Jeffrey Rothschild updated the board
Motion to approve the overall BridgePrep Academy Inc. budget with delegate authority for the Board Chairperson to approve individual budgets before they are submitted to the counties. Motion by L. Franco, Second by C. Snowden. Motion passed unanimously

18. Assigning Parent Representatives

Jeffrey Rothschild & Tom Sutterfield updated the board

- Slates of candidates will remain the same.
- Need to work on requirements for parent liasons/representative for each school and physical presence
- Update secondary contact from Larry Rivero to Jeffrey Rothschild.

Motion to approve this slate of known current representatives by E. Weissman, Second by L. Franco. Motion passed unanimously.
Motion to delegate authority to Board Chairperson to approve representatives for Broward, Hollywood, Greater Miami, InterAmerican, Osceola and Polk by C. Snowden, Second by C. Arnold. Motion passed unanimously.

19. IDEAS, NEEDS, QUESTIONS AND CONCERNS

- L. Franco asked for Clean Force payment status. Wyat Truscheit confirmed that they have been contacted and it should be resolved soon.
- E. Weissman, asked how do we stand right now in June on staffing. Jeffrey Rothschild updated the board: 15 new teachers have been hired, 4 new principals have been hired. Pending to hire one principal and 74 teacher openings. Majority of teacher vacancies are concentrated in 4 schools.

20. AJOURNMENT 5:57 PM

****

Tom Sutterfield

DocuSigned by:
56678E5D417D411...

8/28/2023

Florida Division of Corporations

- Department of State
- Division of Corporations
- Search Records
- Search by Entity Name

Previous On List Next On List Return to List

BridgePrep Academy, Inc.
Search

Events Name History

Detail by Entity Name

Florida Not For Profit Corporation

BRIDGEPREP ACADEMY INC.

Filing Information
Document NumberN09000007662 FEI/EIN Number27-0557724 Date Filed08/05/2009 StateFL StatusACTIVE Last EventCORPORATE MERGER
Event Date Filed06/28/2023 Event Effective Date07/01/2023
Principal Address
10700 SW 56th Street
MIAMI, FL 33165

Changed: 04/30/2013
Mailing Address
9875 SW 72 Street
Miami, FL 33173

Changed: 06/03/2020
Registered Agent Name & Address Thomas, Torkelson Sr.
9875 SW 72 Street
Miami, FL 33173

Name Changed: 04/28/2023

Address Changed: 06/03/2020
Officer/Director Detail **Name & Address**

Title Secretary

RODRIGUEZ-PADRON, YENEIR
9875 SW 72 Street
Miami, FL 33173

Title Treasurer

NECUZE, LUIS
9875 SW 72 Street
Miami, FL 33173

Title Director

LOFRANCO, LOU
9875 SW 72 Street
Miami, FL 33173

Title Chairman

Sutterfield, Tom
9875 SW 72 Street
Miami, FL 33173

Title Director

Burton, Leah
9875 SW 72 Street
Miami, FL 33173

Title Director

Snowden, Christopher
9875 SW 72 Street
Miami, FL 33173

Title Director

Arnold, Connie
9875 SW 72 Street
Miami, FL 33173

Title Director

Weisman, Enid
9875 SW 72 Street
Miami, FL 33173

Title Director

Hunnicutt, Steven M
9875 SW 72 Street
Miami, FL 33173

Annual Reports

Report Year	Filed Date
2021	04/23/2021
2022	04/27/2022
2023	04/28/2023

Document Images

06/28/2023 -- Merger	View image in PDF format
04/28/2023 -- ANNUAL REPORT	View image in PDF format
04/27/2022 -- ANNUAL REPORT	View image in PDF format
04/23/2021 -- ANNUAL REPORT	View image in PDF format
06/03/2020 -- ANNUAL REPORT	View image in PDF format
04/19/2019 -- ANNUAL REPORT	View image in PDF format
04/26/2018 -- ANNUAL REPORT	View image in PDF format
04/28/2017 -- ANNUAL REPORT	View image in PDF format
04/20/2016 -- ANNUAL REPORT	View image in PDF format
04/06/2015 -- ANNUAL REPORT	View image in PDF format
04/29/2014 -- ANNUAL REPORT	View image in PDF format
07/01/2013 -- Name Change	View image in PDF format
04/30/2013 -- ANNUAL REPORT	View image in PDF format
04/30/2012 -- ANNUAL REPORT	View image in PDF format
04/30/2011 -- ANNUAL REPORT	View image in PDF format
04/28/2010 -- ANNUAL REPORT	View image in PDF format

02/08/2010 -- Amendment View image in PDF format
08/05/2009 -- Domestic Non-Profit View image in PDF format

Previous On List Next On List Return to List

Events Name History

BridgePrep Academy, Inc.
Search

Florida Department of State, Division of Corporations

Florida Department of State

- Division of Corporations

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	S. Schools (Learning Communities)
DEPARTMENT:	Charter Schools/Management Support

Agenda Item Number:	S-2.
Consent or Open Item:	Consent
Special Order:	NO
Time for Special Order:	

TITLE: **BridgePrep Academy of Hollywood Hills - 5116 - Second Amendment to the Cha…**

REQUESTED ACTION: **Approve the Second Amendment to the Charter School Renewal Agreement (Agreement) for BridgePrep Academy, Inc. d/b/a BridgePrep Academy of Hollywood Hills - 5116 requesting an entity name change from BridgePrep Academy of Hollywood, Inc. to BridgePrep Academy, Inc. District 1.**

RATIONALE:

On or about June 11, 2019, the Sponsor and BridgePrep Academy of Hollywood, Inc. entered into a Charter School Renewal Agreement, which incorporates by reference the School's Charter School Application wherein the School was authorized to operate an elementary charter school, grade levels kindergarten through fifth (K–5), known as "BridgePrep Academy of Hollywood Hills – 5116" in Broward County, Florida. On or about June 23, 2020, the Sponsor and BridgePrep Academy of Hollywood, Inc. entered into a First Amendment to the

EXHIBITS:

- Executive Summary
- BridgePrep 2nd Amendment
- Signed Gov. Minutes
- Detail by Entity Name

FINANCIAL IMPACT:

There is no financial impact to the SBBC.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Howard Hepburn	Phone:	754-321-2100
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Ted Toomer, Associate Superintendent, Teaching & Learning,

Signature

Dr. Ted Toomer, Associate Superintendent, Teaching & Learning,

Electronic Signature

Form $4189 Revised 7/23

PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Howard Hepburn
Title: Deputy Superintendent
Phone: 754-321-2100

EXECUTIVE SUMMARY

BridgePrep Academy of Hollywood Hills

Second Amendment to the Charter School Renewal Agreement

Board Meeting Date: January 23, 2024

Requested Action: Approve the Second Amendment to the Charter School Renewal Agreement (Agreement) for BridgePrep Academy of Hollywood, Inc. d/b/a BridgePrep Academy of Hollywood Hills - 5116 requesting an entity name change from BridgePrep Academy of Hollywood, Inc. to BridgePrep Academy, Inc.

Impact if the Board Voted Yes or No

If the Board votes "Yes": Pursuant to sections 1002.33(7)(d) and Section 2.B.4 of the Agreement which permits modifications and amendments to the Agreement, the School Board of Broward County, Florida (Sponsor) will be in compliance with state statutes and laws.

If the Board votes "No": Pursuant to sections 1002.33(7)(d) and Section 2.B.4 of the Agreement which permits modifications and amendments to the Agreement, the School Board of Broward County, Florida (Sponsor) will not be in compliance with state statutes and laws.

Background/History

On or about June 11, 2019, the Sponsor and BridgePrep Academy of Hollywood, Inc. entered into a Charter School Renewal Agreement, which incorporates by reference the School's Charter School Application wherein the School was authorized to operate an elementary charter school, grade levels kindergarten through fifth (K–5), known as "BridgePrep Academy of Hollywood Hills – 5116" in Broward County, Florida. On or about June 23, 2020, the Sponsor and BridgePrep Academy of Hollywood, Inc. entered into a First Amendment to the Charter School Agreement authorizing BridgePrep Academy of Hollywood Hills to acknowledge the co-location of BridgePrep Academy of Broward K8 – 5022, an elementary/middle charter school, grade levels kindergarten through eighth (K-8). BridgePrep Academy of Hollywood, Inc. desires a Second Amendment the Charter

School Renewal Agreement to reflect an entity name change from BridgePrep Academy of Hollywood, Inc. to BridgePrep Academy, Inc. Through this entity name change, all BridgePrep Academy charter schools in the state of Florida will operate under the same governing board entity known as BridgePrep Academy, Inc. District 1.

Alignment to 2027 Goals and Guardrails

Business/Operational

Measurable Outcome(s)/Return on Investment

N/A

Financial Impact

There is no financial impact to the SBBC.

SECOND AMENDMENT TO THE CHARTER SCHOOL RENEWAL AGREEMENT

This Second Amendment to the CHARTER SCHOOL RENEWAL AGREEMENT is made and entered into as of this_____day of _____2024, by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA,
a body corporate operating and existing under the laws of the State of Florida
[hereinafter referred to as "Sponsor"],
and having its principal place of business located at
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

BRIDGEPREP ACADEMY, INC. f/k/a
BRIDGEPREP ACADEMY OF HOLLYWOOD, INC.
a Florida not-for-profit organization [hereinafter referred to as "School"],
and having its principal place of business located at
10700 SW 56th Street
Miami, Florida 33165

WHEREAS, the Sponsor and BridgePrep Academy of Hollywood, Inc. entered into a Charter School Renewal Agreement ("Agreement") on or about June 11, 2019, for a five-year period expiring June 30, 2024, which incorporates by reference the School's Charter School Application wherein BridgePrep Academy of Hollywood, Inc. was authorized to operate an elementary charter school, grade levels kindergarten through fifth (K-5), formally known as "BridgePrep Academy of Hollywood Hills" in Broward County, Florida; and

WHEREAS, Section 2.B.4 of the Agreement permits the amendment of that Agreement during its term through mutual agreement of the parties, provided such modifications are agreed to in writing and executed by both parties; and

WHEREAS, the parties entered into the First Amendment to the Charter School Renewal Agreement ("First Amendment") on or about June 23, 2020, to authorize BridgePrep Academy of Hollywood Hills to acknowledge the co-location of "BridgePrep Academy of Broward K-8", an elementary/middle charter school serving grade levels kindergarten through eighth (K-8), in Broward County, Florida; and

WHEREAS, BridgePrep Academy of Hollywood, Inc. seeks to further amend its the Agreement to reflect a change in its name; and

NOW, THEREFORE, in consideration of the mutual covenants and terms herein set forth, the Parties hereby agree as follows:

1.01 **Recitals:** The Parties agree that the forgoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Amendments:** The following portion of the Agreement shall be amended to provide as follows:

1.03 **Change of Name:** The School's name shall be changed throughout the Agreement to BridgePrep Academy, Inc.

1.04 **Order of Precedence Among Agreement Documents:** In the event of a conflict between the provisions of the agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

(a) This Second Amendment to the Charter School Renewal Agreement;
(b) The First Amendment to the Charter School Renewal Agreement;
(c) The Charter School Renewal Agreement;
(d) The Charter Agreement; and
(e) The Charter Application

1.05 **Other Provisions, as Amended, Remain in Force:** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.06 **Authority:** Each person signing this Second Amendment to the Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment to the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to the Charter School Renewal Agreement as of the day and year first above written.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

FOR THE SCHOOL

(Corporate Seal)

BRIDGEPREP ACADEMY, INC.

by: Thomas G. Sutterfield
Name and Title Board Chair

Attest: _____
Secretary
– or –
_____
Witness
_____
Witness

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 30 day of NOV, 2025 by

Thomas G. Sutterfield
Name of Person on behalf of the Governing Entity

of _____
BridgePrep Academy, Inc.

He/She took an oath and is personally known to me or has produced ID as identification.

My commission expires:

(SEAL)

CHRISTINA BECKFORD
Notary Public-State of Florida
Commission # HH 439523
My Commission Expires
September 04, 2027

_____
Signature – Notary Public

My commission expires:

Christina Beckford
Printed Name of Notary Public

FOR THE SPONSOR

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By_____
Lori Alhadeff, Chair

_____
Dr. Peter B. Licata
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

S:/v/allwork-use/sbbc/memos/internal/2324year/231013bridgeprep2ndamendmentrl

DocuSign Envelope ID: 71FC24C1-DFB0-4874-B308-8EA087A71A21

BridgePrep Academy Inc., BridgePrep Academy of Florida, Inc. BridgePrep Academy of Hollywood, Inc. BridgePrep Charter Academy of Palm Beach, Inc. BridgePrep Academy of Tampa, Inc.
Board Meeting Minutes June 28, 2023
5:00 PM

Board Member and Guest Attendance:

INC: *Tom Sutterfield (Board Chairperson), Lou Lofranco (Director), Leah Burton (Director), Christopher Snowden (Director), Enid Weisman, Connie Arnold (Director)*

OTHER NON-VOTING MEMBER PRESENT*: Tom Torkelson, Wyatt Trushceit, Gerald Boyd, Franco Cruz, Jeffrey Rothschild, Yvette Rodriguez, Patricia Garcia, Antonietta DiGirolamo, Ana Natali, Vanessa Latorre, Guillermo Gonzalez, Jamie Griffin, Denise Beattie, Carey Gilcher, Genaro Navarro, Lourdes Peña, Dunia Soto, Ana Sorenson, Marvin Pitts,Hailey McCarthy, Jeniffer Abreu-Sinnes, Jose Luis de Leon, Joy Gordon-Fernandez, Leyssa Helgeson, Sara Troche-Pastrana*

****

1. ***OLD Business May 24, 2023 Meeting Started @ 5:00 pm***

2. **Welcome Visitors/Speaker Present:**
   Luis Sullivan-Arza Consulting
   Jeffrey Wood – Tripp Scott
   Thomas Stenberg Tripp Scott
   Dinorah Jimena VG Teacher

3. **Review participation procedures for visitors. (if applicable)**

Consent Agenda

4. **Discussion/approval of consent agenda**

INC Board
Motion made by T. Sutterfield to approve with changes Second by E. Weissman. C. Snowden also in favor. Motion approved.

INC Board
Motion made by C. Snowden to approve April 25th minutes Second by E. Weissman. Motion approved.

INC Board
Motion made by E. Weissman to approve May 24thtr minutes Second by XXX. Motion approve

INC Board
Motion made by E. Weissman to approve June 23rdr minutes Second by C. Arnold. Motion approve

DocuSign Envelope ID: 71FC24C1-DFB0-4874-B308-8EA087A71A21

BOARD UPDATE

5. CEO update
Tom Torkelson updated the board

CHIEF UPDATES

6. Recap of BridgePrep goals
- – currently on track to 11,000 students for the 23-24 SY
- Each school earns a letter grade of "A" or "B"
- Each school achieves a positive fund balance of 2% or greater for the 23-24 SY

7. Recap of top priorities
- Align school leadership around enrollment goals
- Facilities 2-3 new for 2024
- Hire 100% of teacher by FDOS
- Define brand and build marketing effectiveness

8. 5-year growth goals
- Current revenue $77.8M
- 23-24 projected revenue $105.7M

9. Budget Process Timeline
- Budget transparency
    - Principals have full-transparency on budget and are empowered to make decisions on their campus through management of their budget
    - May 31st – next budget benchmark to solidify budget further at schools based on enrollment progress

10. Board of Directors
- Ensuring the new, consolidated Board of BridgePrep Academy is a state and national leader in best governance and fiduciary practices

11. Update from Wyatt Truscheit – Chief Financial Office
- All financial statements have been submitted for April & May, we are in full compliance with submissions and districts
- Cash balances are higher due to receiving referendum funding and continue to receive payments under the ESSER program.

12. Review Previously Signed Documents
Jeffrey Rothschild updated the board
- Tom Sutterfield signed 29 documents on behalf of the board

13. Merger Update & Board Appointments
Jeffrey Wood & Jeffrey Rothschild updated the board
- July 1st effective date for merger of all boards to have one board for all BridgePrep Academies
- Resolutions being sent to Tom Sutterfield, all board members need to review & sign.
- Resignations by Steve Hunnicutt as of June 19th and Yeneir Rodriguez-Padron effective June 30th

DocuSign Envelope ID: 71FC24C1-DFB0-4874-B308-8EA087A71A21

- E. Weissman volunteered for board Treasurer
- C. Snowden volunteered for board Secretary

Motion to accept E. Weissman by C. Snowden, Second by L. Franco. Motion passed unanimously
Motion to accept C. Snowden, by E. Weissman, Second by L. Franco. Motion passed unanimous

14. Bank Restructuring to Merger Update

Jeffrey Wood & Wyatt Truscheit updated the board

- We have an existing line of credit with 5 entities that are obligated under.
- Term sheet from the bank with a potential closing date on the refinance not later than July 12th'
- Term sheet has already been signed by Wyatt Truscheit.
- Pending documents to extend the line of credit.
- Line of credit of $5 million, we are at $4,000,175 used. It's a prime rate of 8.25%. Line has very strict terms and conditions. We are current on all the payments under this line
- Line of credit for the ESSER program, with two parts. Facility A is a restructuring of the current line with a reduced interest rate from the current 8.25% to fixed 6.75% with a 7years loan term. Potential $460,000 savings on the interest rate. Amount of the loan is same as the outstanding balance $4,000,175. No prepayment penalty.
- Facility B is a revolving line of credit which is going to be use for the ESSER funds. The line is for $1,825.000. The intent is to pay large vendors that are under ESSER program, get the money back from the district and repay the loan.
- Motion to authorize the new line of credit that complies with this term sheet and give Tom Sutterfield authorization to sign.

Motion to accept to authorize the line of credit that complies with this term sheet and give T. Sutterfield authorization to sign by E. Weissman, Second by L. Franco. Motion passed unanimously

15. Contracts

Tom Sutterfield & Wyatt Truscheit updated the board

- All contracts have been properly procured.

Motion to approve all furniture contracts by E. Weissman, Second by L. Franco. Motion passed unanimously
Motion to approve all instructional materials contracts by L. Franco, Second by E. Weissman. Motion passed unanimously.
Motion to approve all security contracts by L Franco, Second by E. Weissman. Motion passed unanimously.
Motion to give T. Sutterfield authority to sign FSBD instructional material contract once we have it in hand by C. Snowden, Second by E. Weissman. Motion passed unanimously.

16. Principal Appointment

Jeffrey Rothschild & Gerald Boyd update the board

- 3% increase on salary for principals based on the average current principal salaries.
- $20,000 bonus if goals are achieve as per their school. Goals are 3% budget, academic grade, enrollment.
- Slate of principals presented for approval:
    - BridgePrep of Greater Miami: Ariel Amaya
    - BridgePrep of Polk: Charnis Irvine
    - BridgePrep of Osceola: Emmauel Swift
    - BridgePrep of Broward K8 and Hollywood Hills: Trish Hathy
    - BridgePrep of Duval: Jose Luise De Leone

Motion to approve 3% salary increase and $20k bonus by C. Snowden, Second by L. Franco. Motion passed unanimously.
Motion to approve this slate of known current principals by E. Weissman, Second by L. Franco. Motion passed unanimously.

DocuSign Envelope ID: 71FC24C1-DFB0-4874-B308-8EA087A71A21

Motion to delegate authority to Board Chairperson to approve principal for remaining openings including BridgePrep of Interamerican by C. Snowden, Second by C. Arnold. Motion passed unanimously.

17. Budget Approval

Jeffrey Rothschild updated the board
Motion to approve the overall BridgePrep Academy Inc. budget with delegate authority for the Board Chairperson to approve individual budgets before they are submitted to the counties. Motion by L. Franco, Second by C. Snowden. Motion passed unanimously

18. Assigning Parent Representatives

Jeffrey Rothschild & Tom Sutterfield updated the board

- Slates of candidates will remain the same.
- Need to work on requirements for parent liasons/representative for each school and physical presence
- Update secondary contact from Larry Rivero to Jeffrey Rothschild.

Motion to approve this slate of known current representatives by E. Weissman, Second by L. Franco. Motion passed unanimously.
Motion to delegate authority to Board Chairperson to approve representatives for Broward, Hollywood, Greater Miami, InterAmerican, Osceola and Polk by C. Snowden, Second by C. Arnold. Motion passed unanimously.

19. IDEAS, NEEDS, QUESTIONS AND CONCERNS

- L. Franco asked for Clean Force payment status. Wyat Truscheit confirmed that they have been contacted and it should be resolved soon.
- E. Weissman, asked how do we stand right now in June on staffing. Jeffrey Rothschild updated the board: 15 new teachers have been hired, 4 new principals have been hired. Pending to hire one principal and 74 teacher openings. Majority of teacher vacancies are concentrated in 4 schools.

20. AJOURNMENT 5:57 PM

****

Tom Sutterfield

DocuSigned by:
56678E5D417D411...

8/28/2023

Florida Division of Corporations

- Department of State
- Division of Corporations
- Search Records
- Search by Entity Name

Previous On List Next On List Return to List

BridgePrep Academy, Inc.
Search

Events Name History

Detail by Entity Name

Florida Not For Profit Corporation

BRIDGEPREP ACADEMY INC.

Filing Information
Document NumberN09000007662 FEI/EIN Number27-0557724 Date Filed08/05/2009 StateFL StatusACTIVE Last EventCORPORATE MERGER
Event Date Filed06/28/2023 Event Effective Date07/01/2023
Principal Address
10700 SW 56th Street
MIAMI, FL 33165

Changed: 04/30/2013
Mailing Address
9875 SW 72 Street
Miami, FL 33173

Changed: 06/03/2020
Registered Agent Name & Address Thomas, Torkelson Sr.
9875 SW 72 Street
Miami, FL 33173

Name Changed: 04/28/2023

Address Changed: 06/03/2020
Officer/Director Detail **Name & Address**

Title Secretary

RODRIGUEZ-PADRON, YENEIR
9875 SW 72 Street
Miami, FL 33173

Title Treasurer

NECUZE, LUIS
9875 SW 72 Street
Miami, FL 33173

Title Director

LOFRANCO, LOU
9875 SW 72 Street
Miami, FL 33173

Title Chairman

Sutterfield, Tom
9875 SW 72 Street
Miami, FL 33173

Title Director

Burton, Leah
9875 SW 72 Street
Miami, FL 33173

Title Director

Snowden, Christopher
9875 SW 72 Street
Miami, FL 33173

Title Director

Arnold, Connie
9875 SW 72 Street
Miami, FL 33173

Title Director

Weisman, Enid
9875 SW 72 Street
Miami, FL 33173

Title Director

Hunnicutt, Steven M
9875 SW 72 Street
Miami, FL 33173

Annual Reports

Report Year	Filed Date
2021	04/23/2021
2022	04/27/2022
2023	04/28/2023

Document Images

06/28/2023 -- Merger	View image in PDF format
04/28/2023 -- ANNUAL REPORT	View image in PDF format
04/27/2022 -- ANNUAL REPORT	View image in PDF format
04/23/2021 -- ANNUAL REPORT	View image in PDF format
06/03/2020 -- ANNUAL REPORT	View image in PDF format
04/19/2019 -- ANNUAL REPORT	View image in PDF format
04/26/2018 -- ANNUAL REPORT	View image in PDF format
04/28/2017 -- ANNUAL REPORT	View image in PDF format
04/20/2016 -- ANNUAL REPORT	View image in PDF format
04/06/2015 -- ANNUAL REPORT	View image in PDF format
04/29/2014 -- ANNUAL REPORT	View image in PDF format
07/01/2013 -- Name Change	View image in PDF format
04/30/2013 -- ANNUAL REPORT	View image in PDF format
04/30/2012 -- ANNUAL REPORT	View image in PDF format
04/30/2011 -- ANNUAL REPORT	View image in PDF format
04/28/2010 -- ANNUAL REPORT	View image in PDF format

02/08/2010 -- Amendment View image in PDF format
08/05/2009 -- Domestic Non-Profit View image in PDF format

Previous On List Next On List Return to List

Events Name History

BridgePrep Academy, Inc.
Search

Florida Department of State, Division of Corporations

Florida Department of State

- Division of Corporations

Status: REVISED

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	AA. Academics
DEPARTMENT:	Head Start/Early Intervention

Agenda Item Number:	AA-1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **Amended Head Start Corrective Action Plan**

REQUESTED ACTION: **Approve the Amended Head Start Corrective Action Plan. District-wide.**

RATIONALE:

After review by Head Start Policy Council and Head Start Training and Technical Assistance, edits were made to the corrective action plan. This was previously submitted to the Board for approval and then submitted to the Office of Head Start based on the timeline requirements for Board approval process.

EXHIBITS:

- Excecutive Summary
- Amended Corrective Action Plan

FINANCIAL IMPACT:

The loss of the Head Start & Early Head Start programs grant.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Safety **OR** • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Saemone Hollingsworth	Phone:	754-321-2618
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Howard Hepburn, Deputy Superintendent, Teaching &

Signature

Dr. Howard Hepburn, Deputy Superintendent, Teaching &

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23

PBL/VSW

For more information, please contact:

Name: Dr. Howard Hepburn
Title: Deputy Superintendent, Teaching/Learning
Phone: 754-321-2100

EXECUTIVE SUMMARY

Recommendation to Approve Amended Head Start Corrective Action Plan

Board Meeting Date: Tuesday, January 23, 2024

Requested Action
Approve Head Start Corrective Action Plan.

Impact if the Board Voted Yes or No

If the Board votes "Yes": The School Board of Broward County, Florida (SBBC) will be in compliance with the United States Department of Health and Human Services, and the Administration for Children and Families, allowing the Head Start/Early Head Start Program to continue District-wide.

If the Board votes "No": SBBC will be out of compliance with the United States Department of Health and Human Services, and the Administration for Children and Families.

Background/History
The Corrective Action Plan approved by SBBC on Tuesday, December 12, 2023, has been updated after review by the Head Start Policy Council and the Head Start Training and Technical Assistance team. This revised version is being resubmitted to the Board to align with the final version submitted to the Office of Head Start. The revisions are documented in red.

Alignment to 2027 Goals and Guardrails
Guardrail 1: Safety

Measurable Outcome(s)/Return on Investment
By June 2024, all Head Start and Early Head Start programs will have had lead in water testing completed.

Financial Impact
This grant funds all Head Start and Early Head Start programs, including staffing, educational resources, and wrap-around services.

School Board of Broward County Head Start
Corrective Action Plan
2023-2024

Grantee: Broward County School Board
Grant Number: 04CH011046/2023
Summary of Findings: 1302.47(b)(1)(iii)
Time Frame for Correction: 120 days

Noncompliance 1302.47(b)(1)(iii) Timeframe for Correction: 120 days 1302.47 Safety practices. (b) A program must develop and implement a system of management, including ongoing training, oversight, correction, and continuous improvement in accordance with §1302.102, that includes policies and practices to ensure all facilities, equipment and materials, background checks, safety training, safety and hygiene practices and administrative safety procedures adequate to ensure child safety. This system must ensure: (1) Facilities. All facilities where children are served, including areas for learning, playing, sleeping, toileting, and eating are, at minimum: (iii) Free from pollutants, hazards and toxins that are accessible to children and could endanger children's safety.

The grant recipient did not ensure that all facilities where children were served were free from pollutants, hazards, and toxins; therefore, it was not in compliance with the regulation. The recipient did not test the water for lead at 23 of the 28 of its facilities.

~~*Note: Items in blue are improved and/or updated to ensure compliance.~~ *Note: Items in red are corrected and/or updated.

Action Steps	Person Responsible	Documentation (Attachment #)	Documentation Specific to Case	Ongoing Monitoring Plan	Time Frame
1302.47 Safety Practices					
(b) A program must develop and implement a system of management, including ongoing training, oversight, correction, and continuous improvement in accordance with §1302.102, that includes policies and practices to ensure all facilities, equipment and materials, background checks, safety training, safety and hygiene practices and administrative safety procedures adequate to ensure child safety. This system must ensure: (1) Facilities. All facilities where children are served, including areas for learning, playing, sleeping, toileting, and eating are, at minimum: (iii) Free from pollutants, hazards and toxins that are accessible to children and could endanger children's safety.					
Regularly scheduled safety self-inspections of schools are conducted by the Head Facilities Servicepersons at each site for the	• Head Facilities Servicepersons • School Principals	• 1.01 Environmental Health & Safety Manual	N/A	Self-Inspection Checklists	Daily, Weekly, Monthly, and Semi-Annually

School Board of Broward County Head Start
Corrective Action Plan
2023-2024

Action Steps	Person Responsible	Documentation (Attachment #)	Documentation Specific to Case	Ongoing Monitoring Plan	Time Frame
purpose of assessing any potential safety and health risks.		• 1.02 Facilities Servicepersons Guidelines & Procedure Manual			
The Environmental Health & Safety Department (EHSD) conducts casualty safety and sanitation inspections of BCPS District facilities aimed at identifying and correcting unsafe or unhealthy practices, operations and/or conditions. EHSD inspection reports are sent to the appropriate site administrator for prompt response and corrective action. The site administrator or designee, will take appropriate and timely actions to correct the items identified in the inspection report and respond to EHSD with the corrective measures taken.	EHSD Director	1.01 Environmental Health & Safety Manual	N/A	Inspection Checklists	Annually
Head Start Compliance Specialists monitor classrooms twice annually to ensure that indoor and outdoor equipment, toys, materials, furniture, and play areas are kept	Compliance Team	• 1.03 Preliminary Health & Safety Checklist	Monitoring Checklist	Compliance monitoring data is entered in the ChildPlus database	• The Compliance Team conducts a preliminary health & safety checklist over the summer (June-July)

School Board of Broward County Head Start
Corrective Action Plan
2023-2024

Action Steps	Person Responsible	Documentation (Attachment #)	Documentation Specific to Case	Ongoing Monitoring Plan	Time Frame
free of undesirable and hazardous materials and conditions. Monitoring checklists are reviewed and updated annually or more often as needed.		• 1.04 (a-b) Compliance Specialist Ongoing Monitoring Checklist			prior to children returning to school • The Compliance Team conducts a monitoring assessment in every classroom annually August-October • Unannounced follow-up compliance visits to review corrective action plans and address intermediate concerns throughout October-June
Compliance Specialist monitoring results are communicated to teacher and school administrators with corrective action plans included to correct any concerns.	Compliance Team	1.05 HS-EHS-VPK Procedure Manual (excerpt)	Monitoring Checklist	Compliance monitoring data is entered in the ChildPlus database	• Significant concerns are shared with school administration immediately • Monitoring reports are shared within 1-4 business days following each monitoring visit
Indoor/Outdoor Daily Health & Safety Checklist is completed by classroom staff daily before children enter the classroom and is posted in the classroom.	• Classroom Teachers • Compliance Team	1.06 Daily Health & Safety Checklist	N/A	• Daily Health & Safety Checklist • Compliance Specialists	• Checklists are completed daily • Completed checklists are submitted monthly

School Board of Broward County Head Start
Corrective Action Plan
2023-2024

Action Steps	Person Responsible	Documentation (Attachment #)	Documentation Specific to Case	Ongoing Monitoring Plan	Time Frame
Completed checklists are uploaded in to ChildPlus.				review ChildPlus database to ensure submission	
Compliance Team, HS/EHS Director and District Administrators review posted Daily Health & Safety checklists to ensure that it is posted and up to date during any classroom visits. District Administrators review concerns (if applicable) with School Principals	• Compliance Team • HS/EHS Administrators • District Administrators	• 1.04 (a-b) Compliance Specialist Ongoing Monitoring Checklist • 1.07 Head Start Active Supervision walkthrough protocol for Directors	N/A	• Compliance Specialist Ongoing Monitoring Checklist • ChildPlus Database	• Monitored during initial compliance visit to every classroom annually August-October • Monitored during unannounced follow-up compliance visits October-June • Monthly walkthroughs by District Administrators
Compliance Specialists confirm that any findings listed on the Daily Health & Safety Checklist match the conditions observed in the classroom and document this on the Compliance Specialist Ongoing Monitoring Checklist	Compliance Team	1.04 (a-b) Compliance Specialist Ongoing Monitoring Checklist	N/A	• Compliance Specialist Ongoing Monitoring Checklist • ChildPlus Database	• Monitored during initial compliance visit to every classroom annually August-October • Monitored during unannounced follow-up compliance visits October-June

School Board of Broward County Head Start
Corrective Action Plan
2023-2024

Action Steps	Person Responsible	Documentation (Attachment #)	Documentation Specific to Case	Ongoing Monitoring Plan	Time Frame
The District's Environmental Health & Safety Department (EHSD) sends annual memo to school administrators with a readiness checklist that assesses the risk of lead in water.	EHSD Director	1.08 Environmental Health & Safety Readiness Checklist memo	N/A	Environmen-tal Health & Safety Readiness Checklist	Memo is sent annually in August following summer break.
School-based Facilities Serviceperson is responsible for assessing risk of lead in water by following steps on the Environmental Health & Safety Readiness Checklist	• School Principals • Head Facilities Serviceperson	1.08 Environmental Health & Safety Readiness Checklist memo	N/A	Environmen-tal Health & Safety Readiness Checklist	Assessment is conducted at least three times annually following extended breaks (i.e., Summer, Winter, and Spring breaks).
School Facilities Serviceperson are responsible for flushing all faucets, fountains and sinks upon return from any extended breaks (or more often as needed).	Head Facilities Serviceperson	1.08 Environmental Health & Safety Readiness Checklist memo	N/A	Environmen-tal Health & Safety Readiness Checklist memo	Flushing is completed at least three times annually following extended breaks (i.e., Summer, Winter, and Spring breaks).
Head Start/Early Head Start (HS/EHS) Director requested lead in water data results for all HS/EHS classrooms through the District's Environmental Health & Safety Department (EHSD).	HS/EHS Director	Email requesting results August 16, 2022	Email requesting results August 16, 2022	Lead and water results are tracked through the EHSD tracking system and sent to HS/EHS Director	HS/EHS Director requested lead in water results from EHSD via email on August 16, 2022.

School Board of Broward County Head Start
Corrective Action Plan
2023-2024

Action Steps	Person Responsible	Documentation (Attachment #)	Documentation Specific to Case	Ongoing Monitoring Plan	Time Frame
Lead in water testing began on December 30, 2022, and all sites were completed by September 2023.	• HS/EHS Director • EHSD Director	1.09 - Water sampling results from Head Start Classrooms	~~1.08~~ 1.09 - Water sampling results from Head Start Classrooms	Lead and water results are tracked through the EHSD tracking system and sent to HS/EHS Director	Testing completed in September 2023
Any site that receives a result not meeting EPA Standards follows a district procedure for lead in water remediation: • Water fixtures and plumbing are assessed to determine the root cause of lead contamination • Repair/replacement is conducted on point of use devices • Water source will be turned off until repairs are made • Water is retested and the process is repeated as necessary until EPA Standards for lead in water results are achieved	• HS/EHS Director • EHSD Director	1.10 – 3Ts for Reducing Lead in Drinking Water in Schools	~~1.02~~ 1.10 – 3Ts for Reducing Lead in Drinking Water in Schools	• Retesting of water as necessary until EPA Standards for lead in water results are achieved • HS/EHS Director monitors results from EHSD to ensure EPA Standards for lead in water	Ongoing, based on individual results as needed

School Board of Broward County Head Start
Corrective Action Plan
2023-2024

Action Steps	Person Responsible	Documentation (Attachment #)	Documentation Specific to Case	Ongoing Monitoring Plan	Time Frame
				results are achieved	
HS/EHS process has been revised to ensure that all lead in water testing will be completed and remediated within a two-year cycle. **Year 1** • Request will be sent from HS/EHS Director to EHSD Director to include all facilities and classroom assignments • EHSD Director will return acknowledgement to include dates of scheduled testing to HS/EHS Director and Senior Compliance Specialist • EHSD Director will send all reports to the HS/EHS Director and Senior Compliance Specialist • Senior Compliance Specialist will conduct an audit of received reports and send status to HS/EHS Director • HS/EHS Director will follow up with EHSD	• HS/EHS Director • Senior Compliance Specialist • EHSD Director	1.05 - Updated 2023-2024 ~~HS/EHS~~ HS-EHS-VPK Procedure Manual (excerpt)	~~1.03~~ 1.05 - Updated 2023-2024 ~~HS/EHS~~ HS- EHS-VPK Procedure Manual (excerpt)	• Progress will be tracked in ChildPlus from the initial request through completion of clean water results • Ensure any changes with classroom locations or facilities are reported to the EHSD Director immediately	• Updated lead in water testing process on September 28, 2023 • Continue the two-year cycle that began August 2022, and repeat the process every two years thereafter (beginning July 2024)

Director to address concerns and/or missing reports • EHSD will facilitate remediation for all results that do not meet EPA standards • EHSD will send clean water testing results to HS/EHS Director and Senior Compliance Specialist **<u>Year 2</u>** • EHSD Director will provide all clean water testing results to HS/EHS Director and Senior Compliance Specialist • Senior Compliance Specialist will conduct a final audit of clean water testing results received and update HS/EHS Director • HS/EHS Director will ensure all sites are in compliance	• HS/EHS Director • Senior Compliance Specialist • EHSD Director	1.05 - Updated 2023-2024 ~~HS/EHS~~ HS-EHS-VPK Procedure Manual (excerpt)	1.05 - Updated 2023-2024 ~~HS/EHS~~ HS-EHS-VPK Procedure Manual (excerpt)	• Progress will be tracked in ChildPlus from the initial request through completion of clean water results • Ensure any changes with classroom locations or facilities are reported to the EHSD Director immediately	• Progress will be tracked in ChildPlus from the initial request through completion of clean water results • Ensure any changes with classroom locations or facilities are reported to the EHSD Director immediately

School Board of Broward County Head Start
Corrective Action Plan
2023-2024

Action Steps	Person Responsible	Documentation (Attachment #)	Documentation Specific to Case	Ongoing Monitoring Plan	Time Frame
Create a formal tracking system within ChildPlus to record lead in water testing results.	• HS/EHS Director • Senior Compliance Specialist	1.11 Lead in water results tracking template	1.11 Lead in water results tracking template	Milestone dates to be included in the ChildPlus tracking system to allow for auditing and reporting.	• Reviewed current tracking system on August 24, 2023 • Revised tracking system on September 1, 2023, and implemented for the 2023-2024 school year
Director will create and implement a system for water testing request and follow-up with EHSD to include: • A timeline for returning information • Acknowledgement of receipt of initial water testing request • A schedule of testing dates	HS/EHS Director	Monitoring checklist	Monitoring checklist	Timeline will be tracked in ChildPlus	HS/EHS Procedure Manual revised and updated for 2023-2024
The program will work with Region IV T/TA to deliver training related to Ongoing Monitoring Safety Practices.	HS/EHS Director	T/TA confirmation	T/TA confirmation	Participation will be tracked using sign in sheets	• Training scheduled for November 13, 2023 • Ongoing

Signature of Policy Council Chair _____ *Date* _____

Signature of Policy Council Secretary _____ *Date* _____

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	BB. Board Members
DEPARTMENT:	Board Member - District 4

Agenda Item Number:	BB-1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **Next Steps Regarding Position of Chief Auditor ADDED**

REQUESTED ACTION: **Direct the Superintendent of Schools to promptly advertise the Chief Auditor vacancy and place an item on the January 30, 2024, School Board Workshop Agenda to discuss the selection process. (Alhadeff)**

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Letter of Resignation
- Employment Agreement
- Job Description (A-013 Chief A…

FINANCIAL IMPACT:

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Monica Thompkins	Phone:	754-321-2004
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Valerie Wanza, Deputy Superintendent, Chief of Staff

Signature

Dr. Valerie S. Wanza, Deputy Superintendent, Chief of Staff

Electronic Signature

Form $4189 Revised 7/23

PBL/VSW

Approved in Open Board Meeting On: January 30, 2024

By: _____

School Board Chair

For more information, please contact:

Name: Dr. Valerie S. Wanza
Title: Deputy Superintendent, Chief of Staff
Phone: 754-321-2650

EXECUTIVE SUMMARY

Next Steps Regarding Position of Chief Auditor

Board Meeting Date: January 23, 2024

Requested Action

Direct the Superintendent of Schools to promptly advertise the Chief Auditor vacancy and place an item on the January 30, 2024, School Board Workshop Agenda to discuss the selection process. (Alhadeff)

Impact if the Board Voted Yes or No

If the Board votes "Yes": The Superintendent of Schools will direct his staff to promptly advertise the Chief Auditor vacancy and place an item on the January 30, 2024, School Board Workshop Agenda to discuss the selection process.

If the Board votes "No": The advertisement and selection process for the next Chief Auditor will be delayed.

Background/History

When the 2022-2023 Organizational Chart was approved on May 17, 2022, the position of Chief Auditor was realigned from a direct report to the Superintendent of Schools to the School Board. The School Board of Broward County, Florida entered into a three-year employment agreement with Mr. Jabouin commencing July 1, 2022, and ending on June 30, 2025. Pursuant to Section 2.17 of the Chief Auditor's Employment Agreement with The School Board of Broward County, Florida, on January 12, 2024, Mr. Jabouin tendered his letter of resignation to the Chair. As a stated in the notice, his last day of employment with the District is April 11, 2024. The advertisement and selection processes must be initiated to ensure a successor is identified and an employment contract is negotiated and approved by the School Board in March 2024.

Alignment to 2027 Goals and Guardrails

Business Operations

Measurable Outcome(s)/Return on Investment

The advertisement, selection, contract negotiation, and School Board approval processes for the next Chief Auditor will be completed by March 2024.

Financial Impact

There is no additional financial impact to the District for this item.

Established 1915
BROWARD
County Public Schools

Office of the Chief Auditor
Joris Jabouin, Chief Auditor
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301
phone: 754-321-2400 • fax: 754-321-2719
joris.jabouin@browardschools.com
www.browardschools.com/audit

The School Board of Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Daniel P. Foganholi
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Peter B. Licata
Superintendent of Schools

Sent via Registered US Mail and Electronic Mail

January 12, 2024

Ms. Lori Alhadeff
School Board Chair
The School Board of Broward County, Florida
600 SE Third Avenue
Fort Lauderdale, FL 33301

Dear Chair Alhadeff,

I have elected to resign as the Chief Auditor of the School Board of Broward County, Florida. In accordance with Section 2.17 of the Chief Auditor's Employment Agreement, I am providing the required written 90 calendar day notice by designating April 12, 2024 as the effective date of my resignation.

I would like to thank all of the School Board Members who have served during my tenure. I am grateful to the Office of the Chief Auditor team members and the Audit Committee members for their hard work and support to me and the District over the past 5+ years.

I plan to perform my duties and fulfill the terms of my employment agreement until April 11, 2024 and assist the School Board as it directs.

Respectfully yours,

Joris Jabouin

C: Marylin Batista, General Counsel
School Board Members

Attachment - Employment Agreement - Chief Auditor

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2022-06-14	Regular School Board Meeting
CATEGORY:	BB. Board Members
DEPARTMENT:	Board Member - District 6

Agenda Item Number:	BB-1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **Employment Agreement - Chief Auditor**

REQUESTED ACTION: **Approve the Employment Agreement between The School Board of Broward County, Florida and Joris M. Jabouin.**

STRATEGIC ALIGNMENT

Which strategic initiative(s) best aligns to this item?

Employee Retention & Recruitment

Is approval of this agenda item required to implement a tactic included within an initiative of the strategic plan? **NO**

Will the implementation of this item have a direct impact on one of the **2024 Strategic Plan Primary Metrics?** **NO**

If YES, identify the primary metric and include the corresponding figures in the table below.

Primary Goal & Metric:

Level	Baseline	2024 Target	Most Current

Also identify any secondary metrics utilized to evaluate the success of this item/initiative.

Metric	Baseline	Target

If NO, outline below how staff intends to evaluate the success/impact of this item/initiative.

BACKGROUND, SUMMARY EXPLANATION, AND HISTORY OF ITEM

Was this item previously presented to the School Board? **NO**

During the Workshop on March 8, 2022, consensus was reached concerning the reporting structure of the Chief Auditor. On May 24, 2022, The School Board directed the Chair to enter into negotiations with Mr. Jabouin for the purposes of negotiating an employment agreement.

This Employment Agreement is being submitted to The School Board as a result of the negotiations held on June 6, 2022 between The School Board's Chair, School Board General Counsel; and Mr. Joris Jabouin. The Employment Agreement, as submitted, is recommended for approval by the Chair.

RELATED ITEMS

EXHIBITS

Employment Agreement

DEPENDENCIES:

Outline critical dependencies that are associated with successful implementation of this item/initiative.

1.
2.

RESOURCES REQUIRED

Budget

Are additional funds required in relation to the approval of this item? **NO**

If YES, How much additional funding is necessary to implement this item?

If NO, How much existing funding will be spent to implement this item?

SOURCE OF FUNDS: The financial impact to the District is $175,000.00 plus applicable benefits. The source of funds is the General Fund.

Spending Authority

Is additional spend authority required for this item? **NO**

If YES, How much additional spending authority is necessary to implement this item?

Staffing

Is additional staff required in relation to the implementation of this item? **NO**

If YES, identify the number of additional positions and the estimated costs for the additional staff.

No.	Cost

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Laurie Rich Levinson	Phone:	754-321-2006
Name:	Marylin Batista, Esq.	Phone:	754-321-2050

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Marylin Batista, Interim General Counsel

Signature

Marylin Batista, Interim General Counsel

Electronic Signature

Form $4189 Revised 1/20

VLC/JSM

Approved in Open Board Meeting On: June 14, 2022

By: Laurie Rich Levinson

School Board Chair

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

JORIS M. JABOUIN
(hereinafter referred to as "Jabouin" or "Chief Auditor"),
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.

WHEREAS, SBBC is responsible for retaining a Chief Auditor for The School District of Broward County, Florida ("School District"); and

WHEREAS, SBBC has offered and the Chief Auditor has agreed to be employed by SBBC in such capacity, and on the terms and conditions provided herein, given the Chief Auditor and SBBC's mutual commitments to the furtherance of the School District.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Effective Date of Agreement**. The initial term of this Agreement commences on July 1, 2022 ("Effective Date").

2.02 **Term of Employment**.

2.02.1 Initial Term. SBBC hereby employs Jabouin as Chief Auditor, and Jabouin hereby accepts and agrees to such employment, for an Initial Term of three (3) years commencing on July 1, 2022 and ending on June 30, 2025, unless earlier terminated as provided in this Agreement.

2.02.2 **Extension and Nonrenewal**. The Term of this Agreement may be extended upon mutual agreement of the parties and continue in full force and effect for an additional one (1) year term ("Extension Term"), unless one party shall deliver a notice of nonrenewal to the other party at least ninety (90) calendar days prior to the end of the Initial Term or any Extension Term then in effect. For purposes of this Agreement, the "Term of this Agreement" shall mean the Initial Term and all Extension Terms, if any. Any additional extension beyond the Extension Term shall require amendment of this Agreement and further SBBC approval.

2.03 **Duties**. During the Term of this Agreement, Jabouin will faithfully comply with all applicable laws, rules, and SBBC policies relating to the performance of his duties as Chief Auditor, including without limitation, all of the applicable provisions of the laws of the State of Florida, as may be amended, and any successor provision thereto ("School Laws"), the rules and regulations of the State of Florida Board of Education ("State Board Rules"), all applicable federal rules and regulations, and SBBC's policies ("School Board Policies") including, without limitation, School Board Policy 1002.1 – "Office of the Chief Auditor", all as may be amended and any successor provisions thereto, and Jabouin will perform all duties which may be lawfully required of him by SBBC. Specifically, the Chief Auditor shall administer the performance of the Office of the Chief Auditor to assist School District staff in the effective and efficient discharge of their responsibilities by furnishing objective analyses, appraisals, recommendations, and pertinent comments concerning the activities reviewed. The Chief Auditor shall prepare reports that will be submitted concurrently to SBBC's Audit Committee and the Superintendent, make oral presentations and provide answers at SBBC's request. Among his duties, the Chief Auditor shall:

2.03.1 Ascertain the extent to which SBBC assets are accounted for and safeguarded from losses of all kinds; and

2.03.2 Direct the examination of financial records and documents for compliance with established accounting procedures, the examination of reporting and procedures systems, financial and otherwise, to ensure conformance with the administrative policy; and

2.03.3 Review audit reports and examine justification for findings and recommendations. Present reports to the Superintendent, the Audit Committee, and SBBC; and

2.03.4 Interpret for School District personnel those statutory requirements, Board Policies and administrative directives pertaining to accounting of financial transactions; and

2.03.5 Coordinate the meetings of the Audit Committee; and

2.03.6 Direct the data processing audits to be conducted by the Office of the Chief Auditor; and

2.03.7 Perform independent evaluation of data processing controls and operations; and

2.03.8 Analyze legislation and other pertinent regulations and, when necessary, recommend changes to the Superintendent of Schools and SBBC with appropriate recommended steps and accompanying documentation; and

2.03.9 Participate in the study, design, development, and revision of accounting forms, systems, procedures, controls, and methods to promote more efficient and effective operations within the various School District departments and to assist School District administrative staff in their proper installation and implementation; and

2.03.10 Direct the staff of the Office of the Chief Auditor in assisting School District personnel in the correction of any deficiencies disclosed by studies and audits; and

2.03.11 Direct the conduct of inventories of all School District property within SBBC's various administrative and school locations and assist in keeping current the Manual of Property Control Procedures used by School District personnel regarding property control reporting and procedural systems; and

2.03.12 Act as liaison between external auditors, the Office of the Auditor General, the Department of Education (F.T.E. auditors), and others and the School District; and

2.03.13 Implement and maintain a current Succession Management Plan to identify and develop highly qualified employees for current and future positions within the Office of the Chief Auditor. The Chief Auditor will make recommendations for the appointment of employees within the Office of the Chief Auditor. However, SBBC has the final authority in the appointment of such employees and the terms of their employment; and

2.03.14 Perform other duties required by School Board Policy 1002.1 – "Office of the Chief Auditor" and as such policy may be revised or amended from time-to-time; and

2.03.15 Perform other duties related to general administrative responsibilities of the position.

2.04 **Restriction Upon Outside Services**. During the Initial Term of employment and any period of extension hereunder, the Chief Auditor shall not render services to anyone other than SBBC and the School District and will devote his full business time, attention, and best efforts to the business of the School District and fulfillment of his duties as Chief Auditor hereunder.

2.05 **Required Filings**. The Board shall provide Chief Auditor, and Chief Auditor shall take, execute and file, all oaths of office or other documents required under federal, state or local law for the Chief Auditor's assumption of his duties hereunder, payroll tax purposes and personnel records requirements.

2.06 **Reporting Structure**. Consistent with School Board Policy 1002.1 – "Office of the Chief Auditor", as such policy may be revised or amended from time-to-time, the Chief Auditor understands and expressly agrees that he and the Office of the Chief Auditor, for so long as the latter is under his direction and supervision, will report directly to SBBC.

2.07 **Compensation.** For all services rendered pursuant to this Agreement by the Chief Auditor, SBBC shall pay to and provide for the Chief Auditor the following salary and retirement and such other benefits as are described in this Agreement:

2.07.1 Salary. The Chief Auditor shall receive an annual base salary of One Hundred Seventy Five Thousand Dollars ($175,000) per annum for the first year of this Agreement, effective as of July 1, 2022, less appropriate deductions for federal, state and local tax withholding. Such Salary shall be paid in accordance with SBBC's normal payroll practices.

2.07.2 Salary Adjustments. The Chief Auditor's annual compensation for any year following the first year of this Agreement shall be adjusted consistent with the same terms and conditions awarded to SBBC's 12-month administrative employees for that current school year.

2.07.3 Retirement. If he so chooses, the Chief Auditor, may continue to participate in the Florida Retirement System, as provided for in Chapter 121, Florida Statutes, as may be amended, and all other retirement programs for which he is or may become eligible during the Initial Term of this Agreement or during any period of extension. The SBBC will take whatever action necessary to designate and maintain the position of Chief Auditor as participating within the Senior Management Service Class of the Florida Retirement System.

2.08 **Expenses**. The Chief Auditor shall be reimbursed for his reasonable and necessary expenses incurred in the performance of his duties hereunder in accordance with applicable School Board Policies. Without limiting the generality of the foregoing, SBBC will pay all reasonable expenses for the Chief Auditor to attend professional and official meetings, seminars, conventions, and other meetings and functions that the Chief Auditor deems relevant to the performance of his duties hereunder upon the submission of proper receipts and other appropriate or necessary documentation. All expenses that are payable or reimbursable under this Section 2.08 shall be governed by Section 112.061, Florida Statutes, and School Board Policy 3400 – "Per Diem and Travel Expenses for Board Members, Board Employees and Other Authorized Individuals."

2.09 **Cell Phone**. SBBC shall provide The Chief Auditor with a cellular telephone for official use only. SBBC shall pay for the cost of that equipment and its usage at SBBC's sole cost and expense and shall pay all monthly usage and other recurring charges for the use of such telephone during the Term of this Agreement and any period of extension in accordance with applicable SBBC policies and procedures.

2.10 **Office of the Chief Auditor Resources**. The Chief Auditor will submit requests through the School District's financial, personnel and budget approval processes for the approval of the personnel and budget necessary for the appropriate and efficient function of the Office of the Chief Auditor aligning with the requirements of the Audit Plan of the Office of the Chief Auditor. The approval of such requests are subject to the sole discretion of SBBC.

2.11 **Benefits**.

2.11.1 Employee Benefits. For the Initial Term of this Agreement and any period of extension, the Chief Auditor shall be provided with SBBC-paid benefits for himself, including life insurance, on the same terms and conditions as such benefits are provided to other SBBC 12-month administrative employees. The Chief Auditor shall be entitled to participate in all benefit plans made available to other SBBC 12-month administrative employees.

2.11.2 Liability Policy Benefits. SBBC hereby agrees to include the Chief Auditor as an additional insured in its existing personal third-party liability policy, School Leaders Errors and Omissions Policy, Public Official Liability Policy, or any equivalent policy in effect on the date of the execution of this Agreement (the "Policy"). In addition to the complete defense and indemnification provided for in Section 2.19, entitled "Indemnification" hereunder, or as otherwise provided for in this Agreement, SBBC hereby represents and warrants to the Chief Auditor that the terms of such Policy shall also provide for the complete defense of the Chief Auditor from and against any liability, including Chief Auditor's fees and costs, in connection with any proceedings arising out of the Chief Auditor's performance of his duties hereunder. SBBC hereby covenants and agrees to maintain any Policy referred to in this Section 2.11.2 in full force and effect for the Initial Term of this Agreement and for any period of extension and the Chief Auditor shall be covered for a minimum of four (4) years should SBBC continue any renewal policy after the expiration or termination of this Agreement. In the event such policy is not renewed, the Chief Auditor shall be covered under Section 2.19, entitled "Indemnification", and Section 1012.26, Florida Statutes. In addition, any other benefits afforded to other SBBC 12-month administrative employees will automatically be incorporated into the Chief Auditor's package of benefits.

2.12 **Vacation and Sick Leave**. During the Initial Term of this Agreement and any period of extension, the Chief Auditor shall be entitled to accrue vacation leave at the rate of two (2) days per month and sick leave/personal leave at the rate of one (1) day per month. Upon termination of employment hereunder, the Chief Auditor or his beneficiary and in the absence of a designated beneficiary, his estate shall receive a lump sum payment equal to the Chief Auditor's per diem salary at that time multiplied by the Chief Auditor's accrued vacation and sick days, in accordance with and subject to applicable Florida law and School Board Policies. Such lump sum payment shall be in addition to any other amounts payable to the Chief Auditor upon the termination of employment under this Agreement and applicable law and shall be made within sixty (60) calendar days of the termination. Without limiting the

provision of any benefits hereunder, the Chief Auditor shall be entitled to participate in all benefits programs available to School District employees.

2.13 **Disability or Death**.

2.13.1 Termination for Disability. In the event of his Disability (as hereinafter defined) to fully perform his duties hereunder, SBBC shall have the right to terminate the Chief Auditor's employment. For purposes of this Agreement, "Disability" is herein defined as the Chief Auditor's permanent and total disability such that the Chief Auditor is unable to perform his duties as Chief Auditor as set forth in Section 2.03 of this Agreement, entitled "Duties", herein for a period in excess of six (6) consecutive months. During the period of any temporary disability, and until the Chief Auditor is terminated by SBBC hereunder, SBBC shall pay the Chief Auditor all salary and benefits to which he is otherwise entitled hereunder. Upon termination pursuant to this provision, the Chief Auditor may elect to purchase continued medical insurance or other benefits, if any, in accordance with applicable federal or state law or School Board Policy (e.g. COBRA).

2.13.2 Payment in the Event of Death. In the event of the death of the Chief Auditor at any time during the Initial Term of this Agreement or any period of extension, SBBC shall pay to his beneficiary or beneficiaries, an amount equal to the portion of the Chief Auditor's Salary, together with all benefits to which he was entitled through the date of his death. Such payment shall be made within one (1) month of the date of his death, together with such payments or benefits as are authorized by applicable law or School Board Policies.

2.14 **Evaluation**.

2.14.1 School Board Member Conferences. SBBC shall provide the Chief Auditor with periodic opportunities to discuss Chief Auditor-SBBC relationships and each School Board Member may meet individually with the Chief Auditor to inform the Chief Auditor from time-to-time of any inadequacies in such relationships perceived by the School Board Member, and to also advise of those areas of the Chief Auditor's performance deserving of commendation and accolades.

2.14.2 Audit Plan Strategy. The Chief Auditor will annually develop and submit to SBBC a proposed Audit Plan containing an audit strategy for the School District. The proposed Audit Plan will include reporting and non-reporting activities and include flexibility to allow for adjustments required by unforeseen circumstances; the need to apply additional audit or reporting procedures to existing audit subject areas; the Chief Auditor's identification of additional areas requiring review, investigation, analysis, or inspection; and any new risks presented to the School District. The Audit Plan proposed by the Chief Auditor will be based upon the following:

2.14.2.1 School Board Policy 1700 – "Office of the Chief Auditor" as such policy may be revised or amended from time-to-time; and

2.14.2.2 Information, requests, and requirements presented or required by applicable law enforcement or regulatory entities including, without limitation, the United States Department of Education, the Florida Department of Education, and the Florida Auditor General; and

2.14.2.3 Additional areas of audit coverage, investigation, or review identified by the Chief Auditor based upon the exercise of his professional judgment of risk and of the School District's risk assessment audit needs.

2.14.3 SBBC Approval of the Audit Plan. The annual Audit Plan (and any material modifications thereto) proposed by the Chief Auditor will be submitted for SBBC's consideration and approval. Individual School Board Members will be provided the opportunity to address potential audit subjects during SBBC's consideration of the proposed annual Audit Plan. Any requests to add or delete audit topics to the Audit Plan will require formal approval by SBBC and, absent such approval, audit topics may not be added or deleted from the Audit Plan at the request of one or more individual School Board Members. The initial proposed Audit Plan will be submitted to SBBC by the Chief Auditor for consideration at a School Board Workshop by May 2023 for proposed SBBC approval in July 2023. The proposed Audit Plan for subsequent years of the term of this Agreement shall be submitted to SBBC by the Chief Auditor for consideration at a School Board Workshop in May of each subsequent year for proposed SBBC approval in July of such year.

2.14.4 Chief Auditor's Initiated Audits. Based on the Chief Auditor's professional judgment, and after the plan approval by the Board, an audit or investigation of an area that he or she identifies requiring audit coverage can be added in addition to the Audit Plan. He or she may perform this work upon consultation with the School Board Chair unless the audit involves law enforcement or regulatory matters which would make the audit confidential. The consultation with the Chair will serve as a check and balance to the Chief Auditor. If there is conflict or no agreement with the Chair, the Chief Auditor may bring an item before the Board to amend the Audit Plan.

2.14.5 Chief Auditor's Written Self-Assessment. By April 30 of each year of the Term, the Chief Auditor shall submit to SBBC a written self-assessment of his performance in meeting the established goals and objectives and of his total performance.

2.14.6 Evaluation of the Chief Auditor. Commencing in May of 2023 and continuing at least once a year thereafter, SBBC shall evaluate the Chief Auditor's performance of his duties. Evaluations of the Chief Auditor's job performance shall be based upon the Chief Auditor's job description, the powers and duties of a School Board Chief Auditor as described in Florida Statutes, the goals and performance objectives established under or pursuant to this Agreement, the Chief Auditor's working relationship with SBBC and SBBC's contractual expectations. SBBC may discuss the annual evaluation of the Chief Auditor at a public meeting. The Chief Auditor shall have the right to submit to SBBC a written or oral response to the evaluation. In the event that a majority of the School Board Members determine the performance of the Chief Auditor to be unsatisfactory, SBBC shall specify in reasonable detail the unsatisfactory performance and include recommendations for

improvement in all areas in which the Board determines the Chief Auditor's performance to be unsatisfactory or in need of improvement.

2.14.7 Evaluation Format and Procedures. By September 30, 2022, or such other date as mutually agreed to by the parties, SBBC and the Chief Auditor shall mutually develop an evaluation format and procedures acceptable to both parties to use in the evaluation of the Chief Auditor. SBBC shall then distribute these forms to be completed by individual Board Members.

2.15 **Termination without Cause**. SBBC may terminate the employment of the Chief Auditor at any time during the Initial Term of this Agreement or any period of extension without any reason or for unsatisfactory performance upon an affirmative vote of a majority of the School Board Members. Nothing in this Agreement shall prevent SBBC from exercising its discretion to terminate this Agreement and the services of the Chief Auditor. The Chief Auditor expressly waives any right he might otherwise have to reasons for his termination, prior notice and/or a hearing in connection with the termination of his employment, except as expressly provided in this Agreement. In the event that the Chief Auditor's employment is terminated by SBBC pursuant to this Section 2.15, and in addition to all Salary and benefits then due, SBBC agrees to pay the Chief Auditor a lump sum, as provided under Section 215.425(4)(a), Florida Statutes, in an amount equal to twenty (20) weeks of his then current salary. The Chief Auditor shall not receive the foregoing lump sum payment if he should be terminated by SBBC due to misconduct, as defined in Section 443.036(29), Florida Statutes. In the event that SBBC terminates the Chief Auditor's employment pursuant to this Section 2.15, SBBC agrees to provide the Chief Auditor ninety (90) calendar days' notice prior to the date this Agreement is to be terminated. All payments required to be made hereunder shall be paid by SBBC to the Chief Auditor within sixty (60) calendar days of the effective date of the termination provided in such notice.

2.16 **Termination for Cause**. Aside from SBBC's rights to terminate (as is provided for in Section 2.13.1, entitled "Termination for Disability"; Section 2.15, entitled "Termination without Cause", or Section 2.17, entitled "Resignation"), SBBC may terminate the Chief Auditor for Cause. For purposes of this Agreement, "Cause" is herein defined and shall be limited to the grounds set forth in Section 1012.33(4)(c), Florida Statutes, as may be amended or any successor provisions thereto. SBBC agrees that at least three (3) business days prior to any vote by SBBC to terminate the Chief Auditor for Cause, SBBC shall provide the Chief Auditor with a written notice describing in reasonable detail SBBC's grounds for a termination for Cause. In the event that SBBC intends to terminate the Chief Auditor for Cause, the Chief Auditor shall have full right to contest such action pursuant to the Administrative Procedure Act, as is provided for in Chapter 120, Florida Statutes, as may be amended or any successor provision thereto. Upon any such termination, the Chief Auditor may elect to purchase continued medical insurance or other benefits, if any, in accordance with applicable federal or state law or School Board Policy (e.g. COBRA). In the event the Chief Auditor is terminated for cause pursuant to this Section 2.16, said termination shall be without any severance pay or similar compensation, from the date the termination becomes effective.

2.17 **Resignation**. If the Chief Auditor at any time elects to resign his position, the Chief Auditor agrees to provide SBBC with written notice of such resignation. Unless otherwise mutually agreed, the written notice shall be provided not less than ninety (90) calendar days prior to the date of resignation. If the Chief Auditor elects to resign in accordance with this Section 2.17, SBBC shall pay to the Chief Auditor an amount equal to the portion of the Chief Auditor's Salary then in effect on the date of resignation, together with such payments or benefits as would accrue, through the effective date of the Chief Auditor's resignation and irrespective of any earlier date that SBBC might terminate the Chief Auditor as allowed hereunder. Upon any such termination, the Chief Auditor may elect to purchase continued medical insurance or other benefits, if any, in accordance with applicable federal or state law or School Board Policy (e.g. COBRA).

2.18 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	School Board Chair The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	General Counsel The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To Jabouin:	Joris M. Jabouin The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301

2.19 **Indemnification**. In addition to any insurance coverage provided by SBBC pursuant to the terms and conditions of the Policy referred to in Section 2.11.2 herein or any other insurance coverage, SBBC shall indemnify and defend the Chief Auditor to the fullest extent permitted by applicable law in effect on the execution date of this Agreement or at any time during the Term of this Agreement, whichever is greater. Without in any way diminishing the scope of the indemnification provided by this Section 2.19, SBBC will indemnify and defend the Chief Auditor if and whenever the Chief Auditor is involved in any manner (including, without limitation, as a party or as a witness) in any threatened, pending, or completed proceeding by reason of the fact that the Chief Auditor is or was employed by, or otherwise was an agent or acted as an agent, of SBBC, or by reason of anything done or not done by the Chief Auditor in those capacities. The defense and indemnification obligations of SBBC under this Section 2.19 shall include a full defense and indemnification for any and all reasonable expenses and fees incurred

by the Chief Auditor or on his behalf in connection with the investigation, defense, settlement or appeal of any such proceeding. Any and all reasonable expenses and fees incurred by or on behalf of the Chief Auditor pursuant to this Section 2.19 shall be advanced by SBBC within twenty (20) calendar days after the receipt of a written request for such payment in accordance with School Board Policies and School District practices and procedures. No initial finding by SBBC, its counsel, independent counsel, arbitrators or any other person or body shall be effective to deprive the Chief Auditor of the protection of the defense and indemnification provisions of this Section 2.19, as it is intended that SBBC shall pay promptly all amounts necessary to effectuate the full defense and indemnification provisions provided by this Section 2.19. Notwithstanding the obligation of SBBC to pay for the defense and indemnification provided by this Section 2.19, the Chief Auditor shall retain the complete right to retain the counsel of his choice and oversee, direct and control every aspect of the defense, settlement or appeal of any proceeding that is the subject of this Section 2.19. However, in any case in which the Chief Auditor pleads guilty or nolo contendere or is found guilty of any such action, the Chief Auditor hereby agrees to reimburse SBBC for any reasonable legal fees which SBBC may have supplied pursuant to this Section 2.19. The terms and conditions of this Section 2.19 shall survive the termination of this Agreement.

2.20 **Certifications.** The Chief Auditor holds a certification as a Certified Public Accountant, among other certifications. The Chief Auditor shall maintain that certification at all times during the Term of this Agreement and any period of extension. SBBC shall reimburse the Chief Auditor for the costs and expenses incurred in maintaining that certification, including any membership fees and continuing education requirements up to the amount included in each year's SBBC-approved budget.

2.21 **Professional Development.** SBBC encourages the continuing professional growth of the Chief Auditor through his participation, as he might decide in light of his responsibilities as Chief Auditor, in the operations, programs and other activities conducted or sponsored by local, state, and national associations, seminars and courses offered by public or private educational institutions; informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Chief Auditor to perform his professional responsibilities for SBBC, and visits to other institutions. SBBC shall reimburse the Chief Auditor for the costs and expenses incurred for professional growth and development activities up to the amount included in each year's SBBC-approved budget.

2.22 **Memberships.** SBBC agrees to pay dues up to the amount included in each year's SBBC-approved budget on behalf of the Chief Auditor for membership in such organizations that the Chief Auditor believes necessary to carry out SBBC's mission. Furthermore, SBBC agrees to pay the reasonable cost of the Chief Auditor's subscription to professional journals up to the amount included in each year's SBBC-approved budget.

2.23 **Taxes.** The Chief Auditor shall remain liable for any and all tax liabilities as a result of the benefits received herein. The Chief Auditor represents that he has sought competent legal advice and is advised that he is responsible for any and all tax liabilities as a result of the benefits and compensation received herein.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination without cause pursuant to Section 2.15.

3.04 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.05 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.06 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County,

Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.07 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.08 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.09 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.10 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.11 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.12 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.13 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.14 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a

waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.15 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.16 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.17 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.18 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the Effective Date.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Laurie Rich Levinson

Laurie Rich Levinson, Chair

Date: JUNE 17, 2022

ATTEST:

Vickie L. Cartwright

Dr. Vickie L. Cartwright,
Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CHIEF AUDITOR

Joanne C. Fritz
Witness

Sandi G. Joshua
Witness

Joris Jabouin
JORIS M. JABOUIN

Date: June 6, 2022

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of June (*date*) by JORIS M. JABOUIN. He/she is ☒ personally known to me or has produced N/A (*type of identification*) as identification and who ☐did/☒did not first take an oath this 6th day of June, 2022.

My Commission Expires:

Joanne C. Fritz
Signature – Notary Public

(SEAL)

NOTARY PUBLIC STATE OF FLORIDA

JOANNE C. FRITZ
Commission # GG 950747
Expires April 28, 2024
Bonded Thru Budget Notary Services

Joanne C. Fritz
Notary's Printed Name

Notary's Commission No.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Fritz/allwork/contracts/chief auditor/employment agreement chief auditor 06-06-2022-final

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
JOB DESCRIPTION

POSITION TITLE:	Chief Auditor
JOB CODE:	A-013
CLASSIFICATION:	Exempt
SALARY BAND:	Contract
CONTRACT TERM:	Contract
REPORTS TO:	The School Board of Broward County, Florida
CONTRACT YEAR:	Twelve Months

POSITION GOAL:
To design, implement and coordinate the District's internal auditing function to assure conformance with School District policies, state and federal regulations, and established auditing principles and procedures. Special emphasis to be placed on the auditing of the District's ongoing facilities construction and maintenance program.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:
The Chief Auditor shall carry out the essential performance responsibilities listed below.

- Supervise staff as assigned in the performance of job duties.
- Manifest professional code of ethics and values.
- Design and administer an internal audit program, including procedures, practices and schedules for review and control of internal accounting and financial records, and develop a system for reporting to the Superintendent auditing activities and findings, and (through the Superintendent) report to other members of management as applicable.
- Design, coordinate and implement an audit function for the District facilities construction and maintenance program. This shall include, but not be limited to, reviews to establish compliance with procedures for selecting professional services, reviewing bid documents for general contractors, review of procedure used in site acquisition, construction contracts including adherence to all specifications, etc. Other responsibilities shall include:
    a. Review compliance with engineering and architectural specifications and state regulations. Assure compliance with all building regulations including OSHA standards.
    b. Review contracts for the purchase and building of portable classrooms.
    c. Audit new property leaseholds.
    d. Review of District construction and maintenance projects for compliance with established quality, time, and budget standards.
    e. Provide staff assistance with procedures and systems.
    f. Review formal communication systems (written and electronic) between the facilities and capital budgeting departments to ensure appropriate sharing of information.
- Direct the supporting organization, develop, and establish the duties of subordinate auditors; schedule their assignments, special studies and analyses, and field trips; initiate and supervise the preparation of reports that set forth the internal controls reviewed, the basic records examined, and the documents and transactions tested.
- Establish the purpose and the scope of each audit, i.e., if it is a review of a single function or action, or if the audit should include the review of an entire area of responsibility such as a department and the functions it performs.
- Examine for validity and accuracy the accounting and financial records and FTE reporting in connection with mathematical accuracy and authenticity of actual values compared with the data; for example, this may include physical inventory checks of material in terms of number or value, direct confirmation of values or amounts from independent outside interests, etc.
- Protect and conserve School District property and assets of all kinds (through the auditing function) by ensuring that all assets are properly cared for and safeguarded by the following procedures:
    a. Detection of fraud and dishonesty - establishing necessary controls to place emphasis on prevention of fraudulent activity.
    b. Checking for adequate burglary protection, for protection of inventories against all elements and similar type "physical" losses.
    c. Review of the adequacy of insurance and the data relative to the building, material, or equipment on which the insurance is based.
    d. Detection of inefficiencies in methods or procedures as, for example, accounting document processing procedures.

e. Review of the physical condition and location of operating assets.
f. Review of "outside" transactions covering purchasing, and in some cases, special agreements, and contracts.

- Review and report, from an audit of policies and procedures in both financial, facilities and operational functions of the School District, for compliance with the controls that management and the principal departments have established in their operations. Such audits may include review for conformance to accounting procedures, hiring practices, safety observances or compliance with governmental regulations, Florida Statutes, state and federal regulations, and School Board policy, i.e., revenue acts, social security legislation, minimum wage legislation, etc. This type of audit essentially measures and evaluates the effectiveness of other controls. All final reports will be submitted to the Superintendent and Board simultaneously.
- Review records and procedures for their competence to perform the intended function or activity; in addition, review and appraise the policies and plans of the School District as they relate to a specific area in which the auditor is conducting a study and/or analysis.
  a. Make recommendations for changes to School District policy and procedure~~,~~ present sufficient supporting data, and evidence for a management decision.
  b. May appraise and make a report and/or recommendations in connection with performance of a segment of the School District or an individual in such areas where it is apparent that functions and assignments are being carried out in an unsatisfactory manner.
  c. Through appraisal of various methods and procedures, put into practice or "pass on" to other areas of the School District new ideas or "better ways of doing things"; continually review for new application of ideas and machines to accounting procedure.
  d. Review the system of departmental and management reports for purposes of determining their effectiveness: if the data presented is what management needs for effective control of operations, if data is duplicated in other reports or in some other forms, if fewer or additional reports are required.
- Represent the Superintendent in special assignments; assist in administration of certain functions such as training of personnel - act as liaison between management and other groups in the interpretation of School District policies and procedures; supply sources of material for management's needs.
- Represent the School District and act as liaison with "outside" auditors to minimize duplicating coverage and particularly to facilitate the year-end work of the "outside" accounting firm; assist and give direction to "governmental" auditors who may have occasion to review the School District records, particularly in connection with government funding.
- Operate on staff basis to maintain freedom of action in review and appraisal of policies, plans, procedures, and records. Maintain complete objectivity in performance of the audit function.
- Coordinate and serve as the Board contact with the School Board Audit Committee.
- Assist in achieving the Board's Strategic Plan and Goals.
- Perform and promote all activities in compliance with equal employment and nondiscrimination policies of The School Board of Broward County, Florida.
- Participate, in training programs offered to enhance the individual skills and proficiency related to the ~~s~~ job responsibilities.
- Review current developments, literature and technical sources of information related to job responsibilities.
- Ensure adherence to safety rules and procedures.
- Perform other duties as assigned by the immediate supervisor or designee.
- Follow federal and state laws, as well as School Board policies.

MINIMUM QUALIFICATIONS & EXPERIENCE:

- An earned bachelor's degree from an accredited institution.
- A minimum of seven (7) years of progressively more responsible experience and/or training in the field related to the title of the position, such as in one or more of the following: auditing, budgeting, and accounting, preferably in a governmental agency.
- A Florida certificate in public accounting.
- Construction/auditing experience required.
- Computer skills are required for the position.

PREFERRED QUALIFICATIONS & EXPERIENCE:

- Advanced degree.
- Experience in one or more of the following facilities, engineering, architecture, or construction.
- Registered Engineer, Registered Architect or General Contractors Licensure~~.~~
- Bilingual skills.

SIGNIFICANT CONTACTS – frequency, contact, purpose, and desired end result:
On a continuous basis, communicates and collaborates with Board members, Superintendent of Schools, all levels of school and District employees, and with local, regional, state, and national institutions, organizations, and agencies to ensure the effective design, construction, maintenance, and operation for all facilities of The School Board of Broward County, Florida.

PHYSICAL REQUIREMENTS:
Light work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force as frequently as needed to move objects.

TERMS OF EMPLOYMENT:
Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District Board.

EVALUATION:
Performance will be evaluated in accordance with Board Policy.

Board Approved: 3/21/85 & Adopted 4/15/85
Item G-7: 11/6/86
Retitled: 4/12/94
Revised: 1/17/95 & Adopted 2/7/95
Organizational Chart Changes: 5/1/2001
Title Change & Upgrade: 5/1/2001
Revised and Adopted: 12/16/03*
Title Change Adopted: 5/4/04
2022-2023 Organizational Realignment
Board Approved: 06/14/22

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	FF. Financial Management
DEPARTMENT:	Capital Budget

Agenda Item Number:	FF-1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **Capital Fund Amendment # 1 as of December 31, 2023**

REQUESTED ACTION: **Approve Capital Fund Amendment #1 changes in revenue and appropriations and a net reduction of $20,829,192 from the unallocated capital reserve, with an ending SMART Reserve of $0 and an ending unallocated capital reserve of $56,700,109. District-wide.**

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Capital Fund Amendment # 1

FINANCIAL IMPACT:

This item fully allocates the SMART Reserve and has a net reduction to the unallocated capital reserve of $20,829,192. The SMART Reserve will be $0, and the unallocated capital reserve will be $56,700,109.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Judith M. Marte	Phone:	754-321-2611
Name:	Erum Motiwala	Phone:	754-321-1990

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Judith M. Marte, Deputy Superintendent, Finance & Operations

Signature

Judith M. Marte, Deputy Superintendent, Finance & Operations

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23

PBL/VSW

For more information, please contact:

Name: Judith M. Marte
Title: Deputy Superintendent, Finance & Operations
Phone: 754-321-2611

EXECUTIVE SUMMARY

Recommendation to Approve 2023-24 Capital Fund Amendment #1 As of December 31, 2023

Board Meeting Date: January 23, 2024

Requested Action

Approve Capital Fund Amendment #1 changes in revenue and appropriations and a net reduction of $20,829,192 from the unallocated capital reserve, with an ending SMART Reserve of $0 and an ending unallocated capital reserve of $56,700,109.

Impact if the Board Voted Yes or No

If the Board votes "Yes"

From unallocated capital reserves, staff would:

- Fund ADA projects with an expected completion of June 2024.
- Fund SMART program needs projected through July 2024.

If the Board votes "No"

- ADA projects will be underfunded.
- SMART program projects will not have sufficient funding.

Background/History

The following items are amending the unallocated capital reserve. The net impact of these changes results in an unallocated capital reserve balance of $56,700,109.

Current Balance Unallocated Reserve	**$ 77,529,301**	
SMART Program Need		$ (28,486,180)
ADA Projects		(2,341,731)
SMART Project Closeout Savings		2,248,230
DEFP Project Closeout Savings		3,610,489
Insurance Loss Recoveries		4,140,000
Sub-Total	**(20,829,192)**	
Ending Balance Unallocated Reserve	**$ 56,700,109**	

(See Exhibit C, page 36)

- **SMART Program Need**
  - Funding of $82,894,239 is required to fully allocate all remaining SMART program projects based on Atkins projections, current PMOR contracts, and Building Department supplemental services needs. Exhibit E, page 38 includes a detailed listing.
  - This will be funded from the remaining SMART reserve balance and the unallocated capital reserves.

Funding the SMART Program Needs	
SMART Funding Needs	**$ 82,894,239**
Funded From:	
Current SMART Reserve	54,408,059
Unallocated Reserve	28,486,180
Funding Sources	**$ 82,894,239**
	(See Exhibit E, page 38)
➔ ***The SMART Reserve balance will be $0*** (See Exhibit C, page 35)	

  - This amendment only impacts the current fiscal year 2023-24 capital budget and additional funding will be required for program/project management costs in future fiscal years until the projects are completed.
  - Individual project-level costs such as change orders or Board approved scope changes will impact the unallocated reserve if those costs exceed the project budget.

- **ADA Projects**

  The Facilities staff identified ADA projects totaling $2,341,731 and recommended completion this school year. Exhibit D, page 37 includes a detailed listing.

- **Project Closeouts**

  In this Capital Fund Amendment, SMART project closeouts add $2,248,230 to the SMART reserve and DEFP project closeouts add $3,610,489 to the unallocated reserve. Total savings from project closeouts are $5,858,719. Exhibit F, page 39, and Exhibit G, page 45 include a detailed listing of project closeouts.

- **Insurance Recovery**

  $4,140,000 was received from insurance for April 2023 flood claims. This is an open claim and additional payments are anticipated.

Alignment to 2027 Goals and Guardrails

Guardrail 2: Equity – ADA projects increase the District's ability to serve students, staff, and the community that require accessibility.

Guardrail 3: School Support – The ongoing work of the SMART program allows the District to continue to enhance schools for students and staff.

Guardrail 4: Accountability - This item is presented to the School Board to comply with statutory requirements per Fla. Admin. Code R. 6A-1.007.

Measurable Outcome(s)/Return on Investment

Funding these requests allows staff to continue with planned ADA projects and the SMART Program.

Financial Impact

This item fully allocates the SMART Reserve and has a net reduction to the unallocated capital reserve of $20,829,192. The SMART Reserve will be $0, and the unallocated capital reserve will be $56,700,109.

2023-24 Capital Fund Amendment Exhibits

- **Exhibit A** Capital Fund Estimated Revenues
- **Exhibit B** Capital Fund Appropriations
- **Exhibit C** 2023-24 Capital Reserve Activity
- **Exhibit D** ADA Project Needs
- **Exhibit E** SMART program Needs
- **Exhibit F** SMART Project Closeouts
- **Exhibit G** DEFP Project Closeouts

Additional allocations into the SMART Program require the Board's approval and all future amounts are subject to change based on economic conditions and the results of annual legislative action.

Exhibit A

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
2023-24 Capital Fund Amendment #1
As of December 31, 2023

ESTIMATED REVENUES	PREVIOUS BUDGET	INCREASE/ (DECREASE)	REVISED BUDGET	
LOCAL SOURCES				
District Local Capital Improvement Tax (Capital Millage)	$ 435,396,135	$ -	$ 435,396,135	
Impact Fees / Mitigation Fees	10,000,000	-	10,000,000	
Miscellaneous Sources	155,000	-	155,000	
Insurance Loss Recoveries	-	4,140,000	4,140,000	(A)
Equipment Lease Financing (Buses & White Fleet Vehicles)	49,812,564	-	49,812,564	
Total Local Sources	**$ 495,363,699**	**$ 4,140,000**	**$ 499,503,699**	
STATE SOURCES				
CO&DS (Capital Outlay and Debt Service / Motor Vehicle License Revenue)	$ 9,000,000	$ -	$ 9,000,000	
Charter School Capital Outlay (PECO flow-thru)	30,200,000	-	30,200,000	
FY24 Security Grant (School Hardening)	3,633,000	-	3,633,000	
Previous Years Security Grants (School Hardening)	5,063,071	-	5,063,071	
FY18 Senate Bill 7026 (MSD Funding)	2,312,714	-	2,312,714	
Florida Department of Environmental Protection Electric Bus Grant	-	-	-	
Total State Sources	**$ 50,208,785**	**$ -**	**$ 50,208,785**	
BEGINNING FUND BALANCE	**870,953,324**	-	**870,953,324**	
TOTAL ESTIMATED REVENUES, OTHER FINANCING SOURCES, & BEGINNING FUND BALANCE	**$ 1,416,525,808**	**$ 4,140,000**	**$ 1,420,665,808**	
TOTAL ESTIMATED REVENUES, OTHER FINANCING SOURCES, BEGINNING FUND BALANCE AND DEFERRED REVENUE	**$ 1,416,525,808**	**$ 4,140,000**	**$ 1,420,665,808**	

Exhibit A

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
2023-24 Capital Fund Amendment #1
As of December 31, 2023
Explanation Summary

CHANGES IN ESTIMATED REVENUES		**INCREASE/ (DECREASE)**
(A) Insurance Loss Recoveries		**$ 4,140,000**
Insurance recovery for April 2023 flood. This claim is still open and the District will continue to receive payment for this event until the claim is closed.	$ 4,140,000	

Exhibit B

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
2023-24 Capital Fund Amendment #1
As of December 31, 2023

APPROPRIATIONS	PREVIOUS BUDGET	INCREASE/ (DECREASE)	REVISED BUDGET	
CAPITAL OUTLAY				
Buildings & Fixed Equipment	$ 98,595,127	$ -	$ 98,595,127	
Furniture, Fixtures & Equip	55,610,383	-	55,610,383	
Motor Vehicles	43,785,666	-	43,785,666	
Improvements other than Bldgs	10,498,189	-	10,498,189	
Remodeling & Renovation	838,475,774	4,140,000	842,615,774	(1)
Total Capital Outlay	**$ 1,046,965,139**	**$ 4,140,000**	**$ 1,051,105,139**	
CHARTER SCHOOL LOCAL CAPITAL IMPROVEMENT				
To Charter School	$ 5,561,351	$ -	$ 5,561,351	
Total Charter School Local Capital Improvement	**$ 5,561,351**	**$ -**	**$ 5,561,351**	
OTHER FINANCING USES				
To General Fund	$ 164,964,239	$ -	$ 164,964,239	
To Debt Service Fund	199,035,079	-	199,035,079	
Total Other Financing Uses	**$ 363,999,318**	**$ -**	**$ 363,999,318**	
TOTAL APPROPRIATIONS & OTHER FINANCING SOURCES	**$ 1,416,525,808**	**$ 4,140,000**	**$ 1,420,665,808**	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
2023-24 Capital Fund Amendment #1
As of December 31, 2023
Explanation Summary

CHANGES IN APPROPRIATIONS		**INCREASE/ (DECREASE)**
(1) Remodeling and Renovation		**$ (20,829,192)**
Additional details on the unallocated reserve are included in Exhibit C		
• Insurance loss recoveries (Exhibit A, p. 1)	$ 4,140,000	
• Transfer from Unallocated Reserves (See Below)	(24,969,192)	
Subtotal Unallocated Reserves	$ (20,829,192)	

Transfer from Unallocated Reserves		
Financial Impact:		
• ADA projects (Exhibit D, p. 37)	$ 2,341,731	
• SMART Program Needs (Exhibit E, p. 38)	28,486,180	
Total Financial Impact		$ 30,827,911
Savings (Funds Returned to Unallocated Reserves):		
• SMART Program Project Closeout (Exhibit F, p. 44)	$ (2,248,230)	
• DEFP Project Closeout (Exhibit G, p. 46)	(3,610,489)	
Total Savings		$ (5,858,719)
Total Transfer from Unallocated Reserves		**$ 24,969,192**

Exhibit C

SMART Program Reserve Status Report
for January 23, 2024 Regular School Board Meeting

Description	Reserve Activity
2018 SMART Reserve Established	$ 225,000,000
2020 COPS (Series 2020A)	211,000,000
2021 PMOR Allocation	4,017,493
2022 PMOR Allocation	21,714,638
2022 SMART Program Needs (Markham from COPs Series 2022B)	29,100,000
2022 GOB Premium	133,504,621
2023 SMART Program Needs	46,000,000
2023 PMOR Allocation	21,482,699
2024 PMOR Allocation	47,000,000
Total SMART Reserve Appropriations	**$ 738,819,451**

Previously Approved Board Items with Budget Impacts

Date	Item	Location	Description	Reserve Activity
9/6/2017	Item 1	Districtwide Locations	Single Point of Entry Projects	(3,800,000)
9/6/2017	Item 1	Districtwide Locations	Accessibility Projects (ADA)	(1,500,000)
10/17/2017	JJ-2	McNicol Middle	Construction Bid Recommendation - Single Point of Entry	(25,000)
10/17/2017	JJ-3	North Fork Elementary	Construction Bid Recommendation - Single Point of Entry	(28,863)
10/17/2017	JJ-12	Monarch High	Increase of Funds - Track Resurfacing	(35,000)
10/17/2017	JJ-13	Cypress Bay High	Increase of Funds - Track Resurfacing	(45,000)
10/17/2017	JJ-14	Manatee Bay Elementary	Construction Bid Recommendation - SMART Program Renovations	(625,661)
11/7/2017	JJ-10	Indian Ridge Elementary	Construction Bid Recommendation - SMART Program Renovations	(945,102)
12/19/2017	JJ-11	Forest Glen Middle	Additional Funding - Single Point of Entry	(178,186)
12/19/2017	JJ-12	Tradewinds Elementary	Additional Funding - Single Point of Entry	(186,560)
12/19/2017	JJ-13	Larkdale Elementary	Additional Funding - Single Point of Entry	(289,410)
12/19/2017	JJ-14	Coconut Creek Elementary	Construction Bid Recommendation - SMART Program Renovations	(517,143)
12/19/2017	JJ-15	Cypress Elementary	Construction Bid Recommendation - SMART Program Renovations	(452,897)
1/17/2018	JJ-7	Lauderhill 6-12 School	Additional Funding - Single Point of Entry	(33,916)
1/17/2018	JJ-8	Royal Palm Elementary	Additional Funding - Single Point of Entry	(44,120)
3/20/2018	JJ-4	Eagle Ridge Elementary	Construction Bid Recommendation - SMART Program Renovations	(1,047,383)
4/10/2018	JJ-5	Cypress Bay High	Additional Funding - Single Point of Entry	(116,336)
4/17/2018	Item 1	Blanche Ely High	Second GMP Amendment - SMART Program Renovations	(7,310,000)
4/24/2018	JJ-5	Various Schools	Approve Acceleration of SMART funding for the athletic line items for weight room renovations for various schools, from Year 5 (2019) to Year 4 (2018).	4,000
4/24/2018	JJ-7	Stranahan High	Second GMP Amendment - SMART Program Renovations	(13,710,000)
5/22/2018	JJ-1	Castle Hill Elementary	Construction Bid Recommendation - SMART Program Renovations	(1,567,030)
5/22/2018	JJ-2	Annabel C. Perry Pre-K - 8	Construction Bid Recommendation - SMART Program Renovations	(1,950,037)
6/26/2018	JJ-5	Forest Hills Elementary	Additional Funding - Fire Sprinklers, Media Center and Building Envelope Improvements	(1,083,601)
6/26/2018	JJ-6	Bayview Elementary	Additional Funding - HVAC and Building Envelope Improvements	(946,739)

Exhibit C

SMART Program Reserve Status Report
for January 23, 2024 Regular School Board Meeting

Date	Item	Location	Description	Reserve Activity
7/24/2018	JJ-1	Griffin Elementary	Award the Construction Agreement to Anatom Construction Co.	(1,868,208)
7/24/2018	JJ-2	Silver Trail Middle	Award the Construction Agreement to CB Constructors, Inc.	(1,781,150)
8/7/2018	JJ-11	Quiet Waters Elementary	Approve the recommendation to award the Construction Agreement to Anatom Construction Company	(1,576,000)
9/5/2018	JJ-1	Palm Cove Elementary	Approve the recommendation to award the Construction Agreement to LEGO Construction Company	(1,318,659)
9/5/2018	JJ-2	Charles W. Flanagan High	Approve GMP Amendment 1 to the Construction Services Agreement with CORE Construction Services of Florida, LLC	(6,793,361)
11/7/2018	JJ-1	Miramar Elementary	Award the Construction Agreement to DiPompeo Construction Corporation.	(2,286,935)
11/7/2018	JJ-2	McNab Elementary	Award the Construction Agreement to Advanced Roofing, Inc.	(1,915,437)
11/7/2018	JJ-6	Sandpiper Elementary	Approve the request for additional funding.	(452,942)
12/4/2018	JJ-1	Morrow Elementary	Award the Construction Agreement to T&G Corporation	469,040
12/4/2018	JJ-2	Silver Shores Elementary	Approve the recommendation to award the Construction Agreement to LEGO Construction Company	(1,231,560)
12/18/2018	JJ-1	Tamarac Elementary	Approve the recommendation to award the Construction Agreement to T&G Corporation	727,343
12/18/2018	JJ-2	Ramblewood Elementary	Approve the recommendation to award the Construction Agreement to Anatom Construction Company	(1,353,158)
12/18/2018	JJ-3	West Hollywood Elementary	Approve the recommendation to award the Construction Agreement to West Construction, Inc.	(1,231,160)
12/18/2018	JJ-4	Northeast High	Approve the Professional Services Agreement with Zyscovich, Inc. · FY19 Impact = $1,025,000 · FY20 Impact = $16,684,962 ($16,815,962-$131,000)	(17,709,962)
12/18/2018	JJ-8	Silver Lakes Elementary	Approve the request for additional funding for SMART Program Renovations	(1,505,741)
12/18/2018	JJ-9	Rock Island Elementary	Approve the request for additional funding for SMART Program Renovations	(1,072,944)
1/15/2019	JJ-2	Atlantic Technical College, Arthur Ashe Campus	Approve the recommendation to award the Construction Agreement to T&G Corporation	(1,836,449)
1/15/2019	JJ-3	Pompano Beach Elementary	Approve the recommendation to award the Construction Agreement to LEGO Construction Co.	(1,390,551)
1/15/2019	JJ-4	Banyan Elementary	Approve the recommendation to award the Construction Agreement to Sagoma Construction Services	(962,979)
2/5/2019	JJ-1	Lake Forest Elementary	Approve the recommendation to award the Construction Agreement to Advanced Roofing	(1,202,142)
2/5/2019	JJ-3	Nova High School	Approve GMP Amendment 1 to the Construction Services Agreement with James B. Pirtle Construction Company	(11,291,476)
2/20/2019	JJ-1	Oakridge Elementary	Approve the recommendation to award the Construction Agreement to OAC Action Construction Corp.	(1,473,860)

Exhibit C

SMART Program Reserve Status Report
for January 23, 2024 Regular School Board Meeting

Date	Item	Location	Description	Reserve Activity
2/20/2019	JJ-3	Colbert Museum Magnet	Approve the request for additional funding for SMART Program Renovations	(834,903)
2/20/2019	JJ-4	Seagull Alternative High	Approve the request for additional funding for SMART Program Renovations	(1,131,082)
2/20/2019	JJ-6	Pompano Beach Middle	Approve the recommendation to award the Construction Agreement to Thornton Construction Company.	(4,787,180)
3/19/2019	JJ-1	Northeast High	Approve the Construction Services Agreement with Pirtle Construction Company.	(131,000)
3/19/2019	JJ-2	Hollywood Hills High	Approve GMP Amendment 1 to the Construction Services Agreement with Pirtle Construction Company	(7,154,351)
4/9/2019	JJ-2	Silver Ridge Elementary	Approve the recommendation to award the Construction Agreement to LEGO Construction Co.	(1,074,700)
4/9/2019	JJ-3	Westwood Heights Elementary	Approve the recommendation to award the Construction Agreement to LEGO Construction Co.	(2,517,269)
4/9/2019	JJ-4	North Side Elementary	Approve the recommendation to award the Construction Agreement to OAC Action Construction Corp.	(1,769,430)
4/23/2019	JJ-1	Walker Elementary	Approve the recommendation to award the Construction Agreement to OAC Action Construction Corp.	(1,837,090)
4/23/2019	JJ-2	Dillard 6-12 School	Approve the recommendation to award the Construction Agreement to T&G Corporation	(4,266,232)
4/23/2019	JJ-4	Gator Run Elementary	Approve the recommendation to award the Construction Agreement to Overholt Construction Corporation	(1,535,323)
4/23/2019	JJ-12	Banyan Elementary	Approve the request for additional funding for School Choice Enhancement.	(10,245)
4/23/2019	JJ-13	Floranada Elementary	Approve the request for additional funding for School Choice Enhancement.	(7,680)
4/23/2019	JJ-14	Cypress Elementary	Approve the request for additional funding for School Choice Enhancement.	(5,918)
4/30/2019		Various	Closed PO's and Completed Projects Note: reported on 5/21/19 Capital Fund Budget Amendment	1,893,686
5/3/2019		Various	Closed PO's and Completed SPE Projects	669,827
5/7/2019	JJ-1	Everglades Elementary	Approve the recommendation to award the Construction Agreement to Advanced Roofing, Inc.	(1,132,500)
5/7/2019	JJ-2	Fairway Elementary	Approve the recommendation to award the Construction Agreement to Thornton Construction Company.	(3,507,900)
5/7/2019	JJ-3	Riverland Elementary	Approve the recommendation to award the Construction Agreement to OAC Action Construction Corp.	(2,551,192)
5/7/2019	JJ-4	Hawkes Bluff Elementary	Approve the recommendation to award the Construction Agreement to Advanced Roofing, Inc.	(3,906,437)

Exhibit C

SMART Program Reserve Status Report
for January 23, 2024 Regular School Board Meeting

Date	Item	Location	Description	Reserve Activity
6/11/2019	JJ-1	Pinewood Elementary	Approve the recommendation to award the Construction Agreement to LEGO Construction Co.	(2,398,000)
6/11/2019	JJ-2	Forest Glen Middle	Approve the recommendation to award the Construction Agreement to Thornton Construction Co.	(3,858,800)
6/11/2019	JJ-3	Sunland Park Academy	Approve the recommendation to award the Construction Agreement to LEGO Construction Co.	(881,100)
6/11/2019	JJ-11	Falcon Cove Middle	Approve GMP Amendment 1 to the Construction Services Agreement	(12,047,000)
6/11/2019	JJ-13	Cypress Bay High	Approve GMP Amendment 2 to the Construction Services Agreement	(18,839,000)
6/25/2019	JJ-1	Westchester Elementary	Approve the recommendation to award the Construction Agreement to OAC Action Construction Corp.	547,142
7/23/2019	JJ-1	Mirror Lake Elementary	Approve the recommendation to award the Construction Agreement to West Construction, Inc.	(2,113,400)
7/23/2019	JJ-2	Pioneer Middle	Approve the recommendation to award the Construction Agreement to LEGO Construction Company	(3,467,193)
7/23/2019	JJ-3	Dave Thomas Education Center East	Approve the recommendation to award the Construction Agreement to Overholt Construction Corporation	(1,861,494)
7/23/2019	JJ-4	Bright Horizons Center	Approve the recommendation to award the Construction Agreement to LEGO Construction Company	(1,893,100)
8/6/2019	JJ-1	Embassy Creek Elementary	Approve the recommendation to award the Construction Agreement to G.E.C Associates, Inc.	(1,340,700)
8/6/2019	JJ-2	Fort Lauderdale High	Approve the recommendation to award the Construction Agreement to West Construction Inc.	(1,363,887)
8/6/2019	JJ-3	Everglades High	Approve the recommendation to award the Construction Agreement to LEGO Construction Company	(2,707,254)
8/20/2019	EE-1	Districtwide	Move SMART Program Music into the SMART Reserve. Savings is the result of schools not opting for a music program.	1,300,000
8/20/2019	JJ-1	Pembroke Pines Elementary	Approve the recommendation to award the Construction Agreement to T&G Constructors	(1,175,000)
8/20/2019	JJ-2	Sunset Lakes Elementary	Approve the recommendation to award the Construction Agreement to LEGO Construction Company	(1,780,500)
9/4/2019	JJ-6	Riverglades Elementary	Approve the recommendation to award the Construction Agreement to Lunacon Engineering Group, Corp.	(448,177)
9/17/2019	JJ-1	James S. Rickards Middle	Approve the recommendation to award the Construction Agreement to West Construction, Inc.	(5,449,080)
9/17/2019	JJ-2	McFatter Technical College Broward Fire Academy	Approve the request for additional funding in the amount of $358,512 for Decktight Roofing Services, Inc.	(358,512)

Exhibit C

SMART Program Reserve Status Report
for January 23, 2024 Regular School Board Meeting

Date	Item	Location	Description	Reserve Activity
10/2/2019	JJ-1	Sunrise Middle	Approve the recommendation to award the Construction Agreement to LEGO Construction Co.	(3,950,050)
10/15/2019	JJ-2	Sea Castle Elementary	Approve the recommendation to award the Construction Agreement to CB Constructors, Inc.	(1,508,179)
11/6/2019	JJ-2	Chapel Trail Elementary	Approve the recommendation to award the Construction Agreement to Advanced Roofing, Inc.	(2,850,436)
11/6/2019	JJ-3	William Dandy Middle	Approve the recommendation to award the Construction Agreement to Lunacon Engineering Group, Corp.	(4,023,550)
12/10/2019	JJ-1	Maplewood Elementary	Approve the recommendation to award the Construction Agreement to Lunacon Engineering Group, Corp.	(2,295,826)
12/10/2019	JJ-3	Oakland Park Elementary	Approve the recommendation to award the Construction Agreement to Lunacon Engineering Group, Corp.	(2,701,330)
12/10/2019	JJ-4	Stirling Elementary	Approve the recommendation to award the Construction Agreement to Anatom Construction Company	(2,155,295)
12/10/2019	JJ-5	Liberty Elementary	Approve the request for additional funding.	(88,093)
1/14/2020	JJ-1	Norcrest Elementary	Approve the recommendation to award the Construction Agreement to Burke Construction Group, Inc. for the lump sum amount of $2,360,000 and approve additional funding in the amount of $1,072,500.	(1,072,500)
1/14/2020	JJ-3	Country Isles Elementary	Approve the request for additional funding in the amount of $681,660 for Country Isles Elementary School, SMART Program Renovations, Project No. P.002002.	(681,660)
1/14/2020	JJ-4	North Lauderdale Elementary	Approve the request for additional funding in the amount of $1,093,350 for North Lauderdale Pre K-8, SMART Program Renovations, Project No. P.001903.	(1,093,350)
1/14/2020	JJ-5	Endeavour Elementary	Approve the request for additional funding in the amount of $1,403,790 for Endeavour Primary Learning Center, SMART Program Renovations, Project No. P.002111.	(1,403,790)
2/4/2020	K-3	Markham Elementary	Music Equipment Program	(50,000)
2/4/2020	JJ-1	Eagle Point Elementary	Approve the recommendation to award the Construction Agreement to Burke Construction Group, Inc. for the lump sum amount of $4,433,357 and approve additional funding in the amount of $1,325,450.	(1,325,450)
2/4/2020	JJ-2	Piper High	Approve the recommendation to award the Construction Agreement to H.A. Contracting Corp. for the lump sum amount of $14,964,000 and approve additional funding in the amount of $5,570,400.	(5,570,400)

Exhibit C

SMART Program Reserve Status Report
for January 23, 2024 Regular School Board Meeting

Date	Item	Location	Description	Reserve Activity
2/19/2020	JJ-1	New River Middle	Approve the recommendation to award the Construction Agreement to Burke Construction Group, Inc. for the lump sum amount of $3,343,297 and approve additional funding in the amount of $2,082,600.	(2,082,600)
2/19/2020	JJ-2	Hollywood Park Elementary	Approve the recommendation to award the Construction Agreement to Burke Construction Group, Inc. for the lump sum amount of $5,227,500 and approve additional funding in the amount of $2,780,250.	(2,780,250)
2/19/2020	JJ-3	Ramblewood Middle	Approve the recommendation to award the Construction Agreement to OAC Action Construction Corp. for the lump sum amount of $5,192,037.19 and approve additional funding in the amount of $2,334,241.	(2,334,241)
2/19/2020	JJ-1 JJ-2 JJ-3	Unallocated Reserve	Transfer from Unallocated Reserve for JJ-1, JJ-2 and JJ-3	2,527,297
3/3/2020	JJ-1	Plantation Middle	Approve the recommendation to award the Construction Agreement to Lee Construction Group, Inc. for the lump sum amount of $5,234,819.95 and approve additional funding in the amount of $3,188,300.	(3,188,300)
3/3/2020	JJ-3	Davie Elementary	Approve the recommendation to award the Construction Agreement to LEGO Construction Co. for the lump sum amount of $3,931,585 and approve additional funding in the amount of $2,220,700.	(2,220,700)
3/3/2020	JJ-1 JJ-2	Unallocated Reserve	Transfer from Unallocated Reserve for JJ-1 and JJ-2	5,409,000
3/31/2020 Emergency Meeting	#10	Lauderdale Manors Early Learning and Resource Center	Approve the recommendation to award the Construction Agreement to Burke Construction Group, Inc. for the lump sum amount of $5,415,000 and approve additional funding in the amount of $3,976,444.	(3,976,444)
3/31/2020 Emergency Meeting	#11	Tedder Elementary	Approve the recommendation to award the Construction Agreement to OAC Action Construction Corp. for the lump sum amount of $3,142,378.21 and approve additional funding in the amount of $1,027,616.	(1,027,616)
3/31/2020 Emergency Meeting	#10 #11	Unallocated Reserve	Transfer from Unallocated Reserve for #10 and #11	5,004,060
4/14/2020	9	Deerfield Beach Elementary	Approve the recommendation to award the Construction Agreement to DiPompeo Construction Corporation for the lump sum amount of $3,777,000.	622,000
4/14/2020	10	Nova Middle	Approve the recommendation to award the Construction Agreement to Burke Construction Group, Inc. for the lump sum amount of $5,375,215 and approve additional funding in the amount of $4,037,300.	(4,037,300)

Exhibit C

SMART Program Reserve Status Report
for January 23, 2024 Regular School Board Meeting

Date	Item	Location	Description	Reserve Activity
4/14/2020	12	Royal Palm STEM Museum Magnet (f.k.a. Royal Palm Elementary	Approve the recommendation to award the Construction Agreement to LEGO Construction Co. for the lump sum amount of $6,377,140 and approve additional funding in the amount of $4,275,900.	(4,275,900)
4/14/2020	13	Central Park Elementary	Approve the recommendation to award the Construction Agreement to Lunacon Engineering Group, Corp. for the lump sum amount of $6,079,000 and approve additional funding in the amount of $3,045,525.	(3,045,525)
4/14/2020	15	Fox Trail Elementary	Approve the recommendation to award the Construction Agreement to LEGO Construction Co. for the lump sum amount of $1,019,140 and approve additional funding in the amount of $627,150.	(627,150)
4/14/2020	10, 12, 13, & 15	Unallocated Reserve	Transfer from Unallocated Reserve for #s 10, 12, 13, & 15.	11,363,875
4/21/2020	JJ-4	Driftwood Middle	Approve the recommendation to award the Construction Agreement to Lunacon Engineering Group, Corp. for the lump sum amount of $6,287,000 and approve additional funding in the amount of $2,801,700.	(2,801,700)
4/21/2020	JJ-5	Northeast High	Approve GMP Amendment 2 in the amount of $19,996,611 to the Construction Services Agreement (Construction Management at Risk) dated March 19, 2019 (Agenda Item JJ-1) with Pirtle Construction, Inc.	(10,706,440)
4/21/2020	JJ-4JJ-5	Unallocated Reserve	Transfer from Unallocated Reserve for JJ-4 and JJ-5	13,508,140
4/30/2020	K-2	Unallocated Reserve	Reimburse Unallocated Reserve for JJ-1, JJ-2 and JJ-3 approved on February 19, 2020	(2,527,297)
4/30/2020	K-2	Unallocated Reserve	Reimburse Unallocated Reserve for JJ-1 and JJ-2 approved on March 3, 2020	(5,409,000)
4/30/2020	K-2	Unallocated Reserve	Reimburse Unallocated Reserve for #10 and #11 approved on March 31, 2020	(5,004,060)
4/30/2020	K-2	Unallocated Reserve	Reimburse Unallocated Reserve for #s 10, 12, 13, & 15 approved on April 14, 2020	(11,363,875)
4/30/2020	K-2	Unallocated Reserve	Reimburse Unallocated Reserve for JJ-4 and JJ-5 approved on April 21, 2020	(13,508,140)
5/19/2020	JJ-12	Flamingo Elementary	Approve the recommendation to award the Construction Agreement to Grace & Naeem Uddin, Inc. for the lump sum amount of $1,487,500 and approve additional funding in the amount of $205,000.	(205,000)
5/19/2020	JJ-15	Challenger Elementary	Approve the recommendation to award the Construction Agreement to Grace & Naeem Uddin, Inc. for the lump sum amount of $2,897,400 and approve additional funding in the amount of $2,206,100.	(2,206,100)
5/19/2020	JJ-17	Lakeside Elementary	Approve the recommendation to award the Construction Agreement to Advanced Roofing, Inc. for the lump sum amount of $3,339,306 and approve additional funding in the amount of $1,385,240.	(1,385,240)

Exhibit C

SMART Program Reserve Status Report
for January 23, 2024 Regular School Board Meeting

Date	Item	Location	Description	Reserve Activity
5/19/2020	JJ-18	Westpine Elementary	Approve the recommendation to award the Construction Agreement to Grace & Naeem Uddin, Inc. for the lump sum amount of $3,698,640 and approve additional funding in the amount of $2,330,500.	(2,330,500)
5/19/2020	JJ-19	Winston Park Elementary	Approve the recommendation to award the Construction Agreement to Grace & Naeem Uddin, Inc. for the lump sum amount of $1,259,161.	336,400
5/19/2020	JJ-20	Hollywood Central Elementary	Approve the recommendation to award the Construction Agreement to LEGO Construction Co. for the lump sum amount of $6,972,140 and approve additional funding in the amount of $3,841,350.	(3,841,350)
5/19/2020	JJ-21	Deerfield Park Elementary	Approve the recommendation to award the Construction Agreement to Advanced Roofing, Inc. for the lump sum amount of $4,685,306 and approve additional funding in the amount of $984,840.	(984,840)
6/23/2020	JJ-1	Panther Run Elementary	Approve the recommendation to award the Construction Agreement to LEGO Construction Co. for the lump sum amount of $2,883,140 and approve additional funding in the amount of $2,128,970.	(2,128,970)
6/23/2020	JJ-2	Floranada Elementary	Approve the recommendation to award the Construction Agreement to Advanced Roofing, Inc., for the lump sum amount of $2,390,306 and approve additional funding in the amount of $2,062,840.	(2,062,840)
6/23/2020	JJ-3	Virginia Shuman Young Montessori	Approve the recommendation to award the Construction Agreement to Advanced Roofing, Inc. for the lump sum amount of $3,820,306 and approve additional funding in the amount of $2,904,230.	(2,904,230)
6/30/2020		Various	Closed PO's and Completed Projects	1,594,260
7/21/2020	JJ-1	Broward Estates Elementary	Approve the recommendation to award the Construction Agreement to West Construction, Inc. for the lump sum amount of $5,556,516.96 and approve additional funding in the amount of $3,989,168.	(3,989,168)
7/21/2020	JJ-2	Horizon Elementary	Approve the recommendation to award the Construction Agreement to Cosugas, LLC for the lump sum amount of $1,170,000 and approve additional funding in the amount of $726,000.	(726,000)
7/21/2020	JJ-3	Broadview Elementary	Approve the recommendation to award the Construction Agreement to OAC Action Construction Corp. for the lump sum amount of $4,381,582.67 and approve additional funding in the amount of $2,683,744.	(2,683,744)
7/21/2020	JJ-4	Tradewinds Elementary	Approve the recommendation to award the Construction Agreement to LEGO Construction Co. for the lump sum amount of $3,089,000 and approve additional funding in the amount of $2,132,900.	(2,132,900)

Exhibit C

SMART Program Reserve Status Report
for January 23, 2024 Regular School Board Meeting

Date	Item	Location	Description	Reserve Activity
7/21/2020	JJ-10	Collins Elementary	Approve the request for additional funding in the amount of $678,300 for Gulf Building, LLC at Collins Elementary School, SMART Program Renovations, Project No. P.001659.	(678,300)
7/21/2020	JJ-11	Pines Middle	Approve the request for additional funding in the amount of $306,730 for Asset Builders, LLC (d/b/a Messam Construction)	(306,730)
7/21/2020	JJ-21	Lauderdale Lakes Middle	Approve Change Order #5, DiPompeo Construction Corporation, in the amount of $373,927 and an increase in contract duration of 90 days, and approve additional funding in the amount of $177,378.	(177,378)
8/19/2020	JJ-1	South Broward High	Approve the recommendation to award the Construction Agreement to Johnson-Laux Construction, LLC for the lump sum amount of $8,275,545 and approve additional funding in the amount of $4,813,100.	(4,813,100)
8/19/2020	JJ-2	Gulfstream Early Childhood Center of Excellence	Approve the recommendation to award the Construction Agreement to Grace & Naeem Uddin, Inc. for the lump sum amount of $4,850,000, removal of specific scope and approve additional funding in the amount of $1,584,000. The funds for the removed scope of work will remain in the project and be utilized for the overages. In addition, approve Add Alternate #1 for School Choice Enhancement Program ADA Restroom Renovations, Project No. P.002360, in the amount of $51,000.	(1,584,000)
8/19/2020	JJ-3	Larkdale Elementary	Approve the recommendation to award the Construction Agreement to LEGO Construction Co. for the lump sum amount of $1,997,140 and approve additional funding in the amount of $1,289,350.	(1,289,350)
8/19/2020	JJ-4	Coral Park Elementary	Approve the recommendation to award the Construction Agreement to LEGO Construction Co. for the lump sum amount of $812,140. The project budget is being reduced from $1,681,000 to $1,332,450.	348,550
8/19/2020	JJ-5	Deerfield Beach High	Approve the recommendation to award the Construction Agreement to H.A. Contracting Corp. for the lump sum amount of $5,314,000. The project budget is being reduced from $8,774,000 to $7,359,400.	1,414,600
8/19/2020	JJ-6	Henry D. Perry Education Center	Approve the recommendation to award the Construction Agreement to LEGO Construction Co. for the lump sum amount of $7,383,256 and approve additional funding in the amount of $3,501,580.	(3,501,580)
8/19/2020	JJ-7	Olsen Middle	Approve the recommendation to award the Construction Agreement to Johnson-Laux Construction, LLC for the lump sum amount of $8,397,969, approve Demo & Abatement (Add Alt. #1) of old Olsen Annex in the amount of $710,346, and approve additional funding in the amount of $3,981,315.	(3,981,315)

Exhibit C

SMART Program Reserve Status Report
for January 23, 2024 Regular School Board Meeting

Date	Item	Location	Description	Reserve Activity
9/15/2020	JJ-1	J.P. Taravella High	Approve GMP Amendment 1 in the amount of $12,185,000 to the Construction Services Agreement (Construction Management at Risk) dated September 26, 2017 (Agenda Item JJ-8) with The Morganti Group, Inc., J.P. Taravella High School, SMART Program Renovations, Project No. P.001942.	(4,709,000)
9/15/2020	JJ-2	Watkins Elementary	Approve the recommendation to award the Construction Agreement to LEGO Construction Co. for the lump sum amount of $2,530,580 and approve additional funding in the amount of $2,114,840.	(2,114,840)
9/15/2020	JJ-3	C. Robert Markham Elementary	Approve the recommendation to award the Construction Agreement to Burke Construction Group, Inc. for the lump sum amount of $5,288,026. The project budget is being reduced from $9,159,000 to $7,913,830.	1,245,170
9/15/2020	JJ-4	Coral Springs High	Approve the recommendation to award the Construction Agreement to Gulf Building, LLC, for the lump sum amount of $10,812,722 and approve additional funding in the amount of $3,831,000.	(3,831,000)
9/15/2020	JJ-5	Pines Lakes Elementary	Approve the recommendation to award the Construction Agreement to Cosugas, LLC for the lump sum amount of $1,200,000 and approve additional funding in the amount of $242,000.	(242,000)
10/6/2020	JJ-1	William T. McFatter Technical Ctr.	Approve the recommendation to award the Construction Agreement to The BEC Group Services, Inc. for the lump sum amount of $6,617,196 and approve additional funding in the amount of $1,740,060.	(1,740,060)
10/6/2020	JJ-2	Park Trails Elementary	Approve the recommendation to award the Construction Agreement to Burke Construction Group, Inc. for the lump sum amount of $2,620,187 and approve additional funding in the amount of $1,270,690.	(1,270,690)
10/6/2020	JJ-3	Dillard Elementary	Approve the recommendation to award the Construction Agreement to Advanced Roofing, Inc. for the lump sum amount of $3,171,306 and approve additional funding in the amount of $2,416,371.	(2,416,371)
10/6/2020	JJ-4	Attucks Middle	Approve the recommendation to award the Construction Agreement to The BEC Group Services, Inc. for the lump sum amount of $3,319,873 and approve additional funding in the amount of $1,669,367.	(1,669,367)
10/20/2020	JJ-1	Boyd H. Anderson High	Approve the Construction Agreement with West Construction, Inc. for the lump sum amount of $7,683,274.87 and approve additional funding in the amount of $5,059,254.	(5,059,254)
10/20/2020	JJ-2	Gulfstream Academy of Hallandale Beach K-8	Approve the Construction Agreement with Advanced Roofing, Inc. for the lump sum amount of $1,740,306 and approve additional funding in the amount of $1,144,821.	(1,144,821)

Exhibit C

SMART Program Reserve Status Report
for January 23, 2024 Regular School Board Meeting

Date	Item	Location	Description	Reserve Activity
10/20/2020	JJ-3	Park Ridge Elementary	Approve the Construction Agreement with Hedrick Brothers Construction Co., Inc. for the lump sum amount of $2,645,532 and approve additional funding in the amount of $1,318,309.	(1,318,309)
10/20/2020	JJ-4	Bair Middle	Approve the recommendation to award the Construction Agreement to Danto Builders, LLC for the lump sum amount of $741,335. No additional funding is required for this project.	251,530
10/31/2020	F	Various Locations	Financial close-out various Single Point of Entry projects	806,012
11/4/2020	JJ-4	Meadowbrook Elementary	Approve the Construction Agreement with Cosugas, LLC for the lump sum amount of $535,000. No additional funding is required for this project. $167,500 is being returned to the SMART Program reserve.	167,500
12/15/2020	JJ-9	Cooper City Elementary	Approve this Construction Agreement with INTEG Miami LLC, for the lump sum amount of $850,465, and approve additional funding in the amount of $310,238.	(310,238)
1/20/2021	JJ-9	Pembroke Lakes Elementary	Approve the Construction Agreement with The BEC Group, LLC, for the lump sum amount of $1,698,000, and approve additional funding in the amount of $2,307,900.	(2,307,900)
1/20/2021	JJ-10	Village Elementary	Approve the Construction Agreement with INTEG Miami LLC, for the lump sum amount of $917,323, and approve the additional funding in the amount of $333,189.	(333,189)
2/17/2021	JJ-8	Sunset Lakes Elementary	Approve this Final Change Order for a DOP tax savings and no change in the contract duration.	27,375
3/10/2021	JJ-1	Thurgood Marshall Elementary	Approve the Construction Agreement with LEGO Construction Co., for the lump sum amount of $3,497,140, and approve additional funding in the amount of $2,426,697.	(2,426,697)
3/10/2021	JJ-2	Stephen Foster Elementary	Approve the Construction Agreement with LEGO Construction Co., for the lump sum amount of $4,437,140, and approve additional funding in the amount of $3,178,497.	(3,178,497)
3/10/2021	JJ-3	Wingate Oaks Center	Approve the Construction Agreement with LEGO Construction Co., for the lump sum amount of $4,633,540, and approve additional funding in the amount of $3,500,217.	(3,500,217)
4/20/2021	JJ-4	Silver Palms Elementary	Approve the Construction Agreement with LEGO Construction Co., for the lump sum of $2,845,140 and approve additional funding in the amount of $2,273,400.	(2,273,400)
4/20/2021	JJ-30	Pasadena Lakes ES	Approve the Construction Agreement with West Construction. The additional financial impact of $4,198,410 will come from the Capital Projects Reserve.	(4,198,410)
4/20/2021	JJ-31	Lauderdale Lakes MS	Approve this request for additional funding in the amount of $793,792 - SGM Engineering, Inc.	(793,792)

Exhibit C

SMART Program Reserve Status Report
for January 23, 2024 Regular School Board Meeting

Date	Item	Location	Description	Reserve Activity
4/20/2021	F-2	Capital Budget Amendment #3 Various Locations	SMART Single Point of Entry Closeout	2,425,915
4/20/2021	F-2	Capital Budget Amendment #3 Indian Ridge Middle	SMART Renovations Financial Closeout	230,385
4/20/2021	F-2	Capital Budget Amendment #3 Manatee Bay Elementary	SMART Renovations Financial Closeout	62,453
5/18/2021	JJ-2	Annabel C Perry Pre K-8	Approve this request for additional funding in the amount of $291,137 - SGM Engineering, Inc.	(291,137)
5/18/2021	JJ-4	Harbordale Elementary	Approve the Construction Agreement with Advanced Roofing Inc., for the lump sum amount of $1,638,306, and approve additional funding in the amount of $1,025,121.	(1,025,121)
5/18/2021	JJ-7	Collins Elementary	Approve this Request for Additional Funding in the amount of $80,851 - G.L.E. Associates, Inc.	(80,851)
5/18/2021	JJ-9	Bright Horizons Center	Approve Change Order #4 in the amount of $145,116 and 179 days added to the contract duration - LEGO Construction Co. These funds in the amount of $145,116, will come from the Capital Projects Reserve. This increases the project budget from $3,687,844 to $3,832,960	(145,116)
5/18/2021	JJ-16	Tropical Elementary	Approve the Construction Agreement with Florida Palm Construction, Inc., for the lump sum amount of $1,078,176, and approve additional funding in the amount of $628,085	(628,085)
5/18/2021	JJ-23	Dillard 6-12 School	Approve this request for additional funding in the amount of $1,133,000 - SolARCH, Inc.	(1,133,000)
5/18/2021	JJ-33	Everglades High	Approve this Final Change Order credit in the amount of ($55,477.29), which includes a tax savings of the Direct Owner Purchase and no change in contract duration, and approve the Final Acceptance and Final Release of Retainage in the amount of $201,632.04, LEGO Construction Co.	64,127
5/18/2021	JJ-34	Parkway Middle	Approve this request for additional funding in the amount of $399,000 - Crain Atlantis Inc.	(399,000)
6/15/2021	JJ-3	Lauderhill Paul Turner Elementary	Approve the Construction Agreement with LEGO Construction Co, for the lump sum amount of $3,246,140, and approve additional funding in the amount of $1,903,797.	(1,903,797)
6/15/2021	JJ-4	Parkside Elementary	Approve the Construction Agreement with A.C.T. Services, Inc, for the lump sum amount of $1,980,167, and approve additional funding in the amount of $1,659,175	(1,659,175)
6/15/2021	JJ-27	Fox Trail Elementary	Approve this Final Change Order for a credit of ($3,841.34), which includes a tax savings of the Direct Owner Purchase and no change to the contract duration, and approve the Final Acceptance and Final Release of Retainage in the amount of $94,972.16.	3,841

Exhibit C

SMART Program Reserve Status Report
for January 23, 2024 Regular School Board Meeting

Date	Item	Location	Description	Reserve Activity
6/15/2021	JJ-28	Miramar Elementary	Approve this Final Change Order for a credit in the amount of $18,000, which includes a tax savings of the Direct Owner Purchase (and no change in contract duration), and approve the Final Acceptance and Final Release of Retainage in the amount of $227,485	18,000
6/15/2021	JJ-29	Atlantic Technical College/Arthur Ashe Campus	Approve this request for additional funding in the amount of $93,818, Nyarko Architectural Group	(93,818)
6/15/2021	JJ-30	Parkway Middle	Approve this request for additional funding in the amount of $922,560, Crain Atlantis Inc	(922,560)
6/15/2021	JJ-31	Falcon Cove Middle	Approve this request for additional funding in the amount of $662,425, Zyscovich Inc	(662,425)
6/22/2021	5	Nob Hill Elementary	Approve the Construction Agreement with A.C.T. Services, Inc., for the lump sum amount of $2,050,000, and approve additional funding in the amount of $891,000	(891,000)
6/22/2021	6	Boulevard Heights Elementary	Approve the Construction Agreement with The Morganti Group, Inc., for the lump sum amount of $4,682,300, and approve additional funding in the amount of $2,265,165	(2,265,165)
7/20/2021	GG-1	Post Termination Agreement (Northeast High)	Approve the Post Termination without Cause and Close Out Agreement between The School Board of Broward County, Florida and Gilbane Building Company - Related to SMART Program Construction at Northeast HS	(120,000)
7/20/2021	JJ-5	Miramar Elementary	Approve this Final Change Order for a credit in the amount of ($18,000), which includes tax savings of the Direct Owner Purchase and no change in contract duration, and approve the Final Acceptance and Final Release of Retainage in the amount of $227,485 - DiPompeo Construction Corporation	18,000
7/20/2021	JJ-7	Walter C. Young Middle	Approve GMP Amendment 1 to the Construction Services Agreement (Construction Management at Risk) with CORE Construction Services of Florida, LLC, dated July 20, 2021, in the amount of $12,688,214, and approve additional funding in the amount of $6,672,560	(6,672,560)
7/20/2021	JJ-8	Croissant Park Elementary	Approve the Construction Agreement with LEGO Construction Co., for the lump sum amount of $4,750,390, and approve additional funding in the amount of $2,542,910, FY22-071C	(2,542,910)
7/20/2021	JJ-9	Sheridan Hills Elementary	Approve the Construction Agreement with West Construction, Inc., for the lump sum amount of $5,377,807, and approve additional funding in the amount of $3,830,197, for ITB FY21-129	(3,830,197)
7/20/2021	JJ-10	Millennium 6-12 Collegiate Academy	Approve the Construction Agreement with H.A. Contracting Corp., for the lump sum amount of $4,412,000, and approve additional funding in the amount of $2,637,600 FY22-067	(2,637,600)

Exhibit C

SMART Program Reserve Status Report
for January 23, 2024 Regular School Board Meeting

Date	Item	Location	Description	Reserve Activity
7/20/2021	JJ-11	Silver Lakes Elementary	Approve additional funding in the amount of $40,981 to accommodate an increase to design fees associated with the Professional Services Agreement Continuing Contract with Nyarko Architectural Group, Inc. dated May 3, 2016	(40,981)
7/20/2021	JJ-12	South Plantation High	Approve funding request in the total amount of $1,692,284 - Koldaire, Inc., South Plantation High School, SMART Program Renovations, Project Nos.: HVAC Improvements (P.002598) and Electrical Improvements (P.002597).	(1,692,284)
8/17/2021	JJ-6	Silver Lakes Elementary	Approve this Final Change Order for a credit in the amount of ($13,182.35), which includes tax savings of the Direct Owner Purchase and no change in contract duration, and approve the Final Acceptance/Final Release of Retainage in the amount of $79,871.56 - Atlas Apex Roofing, LLC.	13,182
8/17/2021	JJ-7	Panther Run Elementary	Approve this Final Change Order for a credit in the amount of ($31,041) which includes tax savings of the Direct Owner Purchase and no change in contract Regular School Board Meeting August 17, 2021 6 duration, and approve the Final Acceptance and Final Release of Retainage in the amount of $228,903 - LEGO Construction Co.	31,041
8/17/2021	JJ-8	Lake Forest Elementary	Approve additional funding in the amount of $56,019 to accommodate an increase in additional construction administration services fees associated with the Professional Services Agreement Continuing Contract with Nyarko Architectural Group, Inc., dated May 3, 2016	(56,019)
8/17/2021	JJ-9	Modular Swing Space Pilot Program	Approve Funding in the amount of $2,812,259 for the phase one modular installation for the following projects: Virginia Shuman Young ES, Nova HS, Ramblewood, ES, Dave Thomas Education Center, Wingate Oaks Center, and South Plantation HS.	(2,812,259)
8/17/2021	JJ-12	Sheridan Park Elementary	Approve the Construction Agreement with West Construction Inc., for the lump sum amount of $2,901,339, and approve additional funding in the amount of $ 998,906, FY21-162	(998,906)
8/17/2021	JJ-13	Country Hills Elementary	Approve the Construction Agreement with H.A. Contracting Corp., for the lump sum amount of $4,350,000, and approve additional funding in the amount of $ 1,364,500, FY22-105	(1,364,500)
8/17/2021	JJ-14	Cross Creek School	Approve the Construction Agreement with H.A. Contracting Corp., for the lump sum amount of $1,415,000, and approve additional funding in the amount of $661,500, FY22-106	(661,500)
9/8/2021	#1	Markham Elementary	Additional Funding for Replacement Building 1 - Included in Adopted DEFP and 8/11/21 Special Workshop	(29,100,000)

Exhibit C

SMART Program Reserve Status Report
for January 23, 2024 Regular School Board Meeting

Date	Item	Location	Description	Reserve Activity
9/14/2021	JJ-2	Westglades Middle	Approve the Construction Agreement with Integ Miami LLC, for the lump sum amount of $3,395,275, and approve additional funding in the amount of $1,570,040, FY 22-111	(1,570,040)
10/12/2021	JJ-2	Castle Hill Elementary	Approve Change Order #3 in the amount of $102,061 and no change in contract duration-CB Constructors, Inc.	(102,061)
10/12/2021	JJ-8	Plantation Park Elementary	Approve the Construction Agreement with West Construction, Inc., for the lump sum of $2,461,949 and approve additional funding in the amount of $1,251,546, FY22-133	(1,251,546)
10/12/2021	JJ-9	Coconut Palm Elementary	Approve the Construction Agreement with Campus Construction Group, Inc., for the lump sum of $2,166,000 and approve additional funding in the amount of $1,644,300, FY22-136	(1,644,300)
11/9/2021	JJ-3	Ramblewood Elementary	Approve Change Order #1 in the amount of $109,103 and no change in contract duration, and approve additional funding in the amount of $172,084 - ANATOM Construction Company.	(172,084)
11/9/2021	JJ-19	Miramar High	Approve GMP Amendment 1 to the Construction Services Agreement (Construction Management at Risk) with Thornton Construction Company, LLC, dated November 9, 2021, in the amount of $17,324,816, and approve additional funding in the amount of $10,531,560.	(10,531,560)
11/9/2021	JJ-20	A.C Perry PK-8, Lauderdale Lakes Middle and Lauderhill 6-12 STEM-Med Magnet	Approve funding request in the total amount of $1,600,000 - SGM Engineering, Inc., Annabel C. Perry PK-8 Kitchen HVAC (P.002814), Lauderdale Lakes Middle School Kitchen HVAC (P.002813), and Lauderhill 6-12 STEM-MED Magnet School Kitchen HVAC (P.002812), SMART Program Renovations, RFQ 16-101F	(1,600,000)
11/9/2021	JJ-21	Oakridge Elementary	Approve funding request in the total amount of $600,000 - Koldaire, Inc.	(600,000)
11/9/2021	JJ-22	Crystal Lake Middle	Approve the Construction Agreement with Integ Miami LLC, for the lump sum amount of $1,874,282, and approve additional funding in the amount of $367,796, FY22-135	(367,796)
11/9/2021	JJ-23	Nova Blanche Forman Elementary	Approve the Construction Agreement with Grace & Naeem Uddin, Inc., for the lump sum amount of $2,795,290 and approve additional funding in the amount of $1,885,055, for ITB FY22-134.	(1,885,055)
11/9/2021	JJ-24	Oriole Elementary	Approve the Construction Agreement with West Construction, Inc., for the lump Construction, Inc., for the lump sum amount of $5,600,931, and approve additional funding in the amount of $3,990,974, FY22-140.	(3,990,974)
12/14/2021	JJ-20	Wilton Manors Elementary	Approve the Construction Agreement with Grace & Naeem Uddin, Inc., for the lump sum amount of $4,277,300, and approve additional funding in the amount of $2,370,160, FY22-184.	(2,370,160)

Exhibit C

SMART Program Reserve Status Report
for January 23, 2024 Regular School Board Meeting

Date	Item	Location	Description	Reserve Activity
12/14/2021	JJ-21	Hallandale Magnet High	Approve the Construction Agreement with West Construction, Inc., for the lump sum amount of $5,999,729, and approve additional funding in the amount of $994,065, for ITB FY22-185.	(994,065)
12/14/2021	JJ-22	Park Ridge Elementary	Approve the Construction Agreement with LEGO Construction Co., for the lump sum amount of $3,561,140, and approve additional funding in the amount of $961,388, FY21-024 REBID.	(961,388)
12/14/2021	JJ-25	Parkway Middle	Approve this Third Amendment to the Professional Services Agreement with Crain Atlantis, Inc., dated December 14, 2021, in the amount of $390,130 and approve additional funding in the amount of $390,130, Parkway Middle School, Lauderhill, SMART Program Renovations, Project No. P.001807, RFQ 17-066C, ITB FY21-115.	(390,130)
12/14/2021	JJ-26	Coral Glades High	Approve the Construction Agreement with LEGO Construction Co., for the lump sum amount of $5,578,775, and approve additional funding in the amount of $4,386,775, FY22-138, Coral Glades High School, Coral Springs, SMART Program Renovations, Project No. P.002080.	(4,386,775)
1/11/2022	JJ-11	Silver Ridge Elementary	Approve the Final Change Order for a credit in the amount of ($11,942.46) which includes tax savings of the Direct Owner Purchase, approve the Final Acceptance and Final Release of Retainage in the amount of $110,344.77, and waive 242 days Liquidated Damages for Silver Ridge Elementary School, Davie, SMART Program Renovations, Project No. P.001984.	11,942
1/31/2022	F-6 (2/15/22)	Districtwide	Financial Closeout - Music Equipment Replacement Program	256,940
1/31/2022	F-6 (2/15/22)	Districtwide	Financial Closeout - Drama Staging, Lighting and Sound Equipment Program	274,856
1/31/2022	F-6 (2/15/22)	Districtwide	Financial Closeout - Art Replacement Kilns Program	2,653
1/31/2022	F-6 (2/15/22)	Boyd Anderson High	Financial Closeout - Media Center Remodeling P001360	448,039
1/31/2022	F-6 (2/15/22)	Coconut Creek Elementary	Financial Closeout - Building Renovations P001413	132,315
1/31/2022	F-6 (2/15/22)	Forest Hills Elementary	Financial Closeout - HVAC Upgrade/Replacement P000827	1,079,471
1/31/2022	F-6 (2/15/22)	Lake Forest Elementary	Financial Closeout - Repair Roof on Bldg. 4 P001484	104,006
1/31/2022	F-6 (2/15/22)	McNicol Middle	Financial Closeout - SMART Program Renovations P001941	79,415
1/31/2022	F-6 (2/15/22)	Palm Cove Elementary	Financial Closeout - SMART Program Renovations P001885	80,069

Exhibit C

SMART Program Reserve Status Report
for January 23, 2024 Regular School Board Meeting

Date	Item	Location	Description	Reserve Activity
2/15/2022	JJ-10	Whispering Pines Ed. Center	Approve the Construction Agreement with Grace & Naeem Uddin, Inc., for the lump sum amount of $3,888,648, and approve additional funding in the amount of $2,749,580, Whispering Pines Exceptional Education Center, Miramar, SMART Program Renovations, Project No. P.002089, ITB FY22-198.	(2,749,580)
2/15/2022	JJ-17	Deerfield Beach Middle	Approve funding request in the total amount of $7,048,000 - D.L. Fields Consultants, LLC., Deerfield Beach Middle School. Deerfield Beach, SMART Program Renovations, Project No. P.002778, P.002861, P.002849, RFQ 19-018C and approve the transfer of $2,227,000 from the original SMART Program Project No. P.002142 to Project No. P.002778, P.002861, P.002849	(7,048,000)
2/15/2022	JJ-18	Lauderhill Community School at Park Lakes	Approve funding request in the total amount of $1,143,500 - D.L. Fields Consultants LLC., Lauderhill Community School at Park Lakes f.k.a Castle Hill Annex, Fort Lauderdale, SMART Program Renovations, Project No. P.002092, ITB FY22-137.	(1,143,500)
2/15/2022	JJ-21	Lloyd Estates Elementary	Approve the Construction Agreement with LEGO Construction Co., for the lump sum amount of $5,381,140 and approve additional funding in the amount of $4,156,047, FY22-163, Lloyd Estates Elementary School, Oakland Park, SMART Program Renovations, Project No. P.001824	(4,156,047)
3/15/2022	JJ-17	Whiddon-Rogers Education Center	Approve the Construction Agreement with West Construction, Inc., in the amount of $8,672,077, and approve additional funding in the amount of $5,577,680, FY-21-140 REBID, Whiddon-Rogers Education Center, Fort Lauderdale, SMART Program Renovations, Project No. P.001711.	(5,577,680)
3/15/2022	JJ-22	Northeast High	Approve GMP Amendment 1 to the Construction Services Agreement (Construction Management at Risk) with Pirtle Construction, Inc., dated February 15, 2022, in the amount of $17,515,738 - Northeast High School, Oakland Park, New Addition and Renovations to Building 12, Project No. P.002301, RFQ 19-091C.	(4,256,338)
3/15/2022	JJ-23	Atlantic West Elementary	Approve funding request in the total amount of $3,485,650 - F.I.C.E Design, Inc., Atlantic West Elementary School, Margate, SMART Program Renovations, Project No. P.002810, RFQ 16-186C.	(3,485,650)
3/29/2022	#3	Falcon Cove Middle and Cypress Bay High	Approve funding request in the amount of $1,100,00. Design, portable demolition, removal and restoration of the sites.	(1,100,000)

Exhibit C

SMART Program Reserve Status Report
for January 23, 2024 Regular School Board Meeting

Date	Item	Location	Description	Reserve Activity
4/19/2022	JJ-10	Ramblewood Elementary	Approve Change Order #2 in the amount of $11,408 and no change in contract duration - ANATOM Construction Co., and approve additional funding in the amount of $11,408, Ramblewood Elementary School, Coral Springs, SMART Program Renovations, Project No. P.001725, ITB 18-165C.	(11,408)
4/19/2022	JJ-20	Charles Drew Family Resource Center	Approve the Construction Agreement with H.A. Contracting Corp., in the amount of $3,650,000, and approve additional funding in the amount of $1,344,000, FY22-241, Charles Drew Family Resource Center, Pompano Beach, SMART Program Renovations, Project No. P.001848.	(1,344,000)
4/19/2022	JJ-21	Coconut Creek High	Approve two (2) Construction Agreements with H.A. Contracting Corp., in the total amount of $6,177,000, and approve additional funding in the amount of $3,928,050, FY22-197, Coconut Creek High School, Coconut Creek, DEFP, Project No. P.001480 and SMART Program Renovations, Project No. P.001753. This item impacts the SMART Reserve and the Unallocated Reserve	(3,745,350)
4/19/2022	JJ-22	Coral Springs Middle	Approve two (2) Construction Agreements with West Construction, Inc., in the amount of $ 16,776,175, and approve additional funding in the amount of $8,967,183, FY22-237, Coral Springs Middle School, Coral Springs, DEFP, Project No. P.000441 and SMART Program Renovations, Project No. P.001979. This item impacts the SMART Reserve and the Unallocated Reserve	(8,924,965)
4/19/2022	JJ-25	Forest Hills Elementary	Approve funding request in the total amount of $526,700 - Bass United Fire and Security Systems, Inc. Forest Hills Elementary School, Coral Springs, SMART Program Renovations, Project No. P.001678, ITB 17-136C.	(526,700)
5/17/2022	F-6	Dr. Martin Luther King, Jr. Montessori Academy	Financial Closeout - SMART Program Renovations P.001662	80,305
5/17/2022	F-6	Everglades High	Financial Closeout - SMART Program Renovations P.001985 Revised for final PMT to security camera vendor, savings reduced by $12,844.75	350,397
5/17/2022	F-6	Liberty Elementary	Financial Closeout - SMART Program Renovations P.001999	60,677
5/17/2022	F-6	Districtwide	SMART Track Resurfacing	844,979
5/17/2022	JJ-7	Pasadena Lakes Elementary	Approve Change Order #2 in the amount of $802,400, and no change to the contract duration - West Construction Inc., and approve additional funding in the amount of $143,095, Pasadena Lakes Elementary School, Pembroke Pines, SMART Program Renovation, Project No. P.001634, ITB FY21-044.	(143,095)

Exhibit C

SMART Program Reserve Status Report
for January 23, 2024 Regular School Board Meeting

Date	Item	Location	Description	Reserve Activity
5/17/2022	JJ-16	Nova Middle	Approve the Construction Agreement with Grace & Naeem Uddin, Inc., in the amount of $2,899,877, and approve additional funding in the amount of $1,742,871, FY22-261, Nova Middle School, Davie, SMART Program Renovations, Project No. P.001898.	(1,742,871)
5/17/2022	JJ-17	Park Springs Elementary	Approve the Construction Agreement with H.A. Contracting Corp., in the amount of $7,900,000, and approve additional funding in the amount of $4,750,200, FY22-260, Park Springs Elementary School, Coral Springs, SMART Program Renovations, Project No. P.002062	(4,750,200)
5/17/2022	JJ-18	Peters Elementary	Approve the Construction Agreement with West Construction, Inc., in the amount of $8,391,143, and approve additional funding in the amount of $7,655,200, FY22-238, Peters Elementary School, Plantation, SMART Program Renovations, Project No. P.002041.	(7,655,200)
5/17/2022	JJ-19	Riverside Elementary	Approve the Construction Agreement with Campus Construction Group, Inc., in the amount of $1,615,000, and approve additional funding in the amount of $724,500, FY22-224, Riverside Elementary School, Coral Springs, SMART Program Renovations, Project No. P.002039.	(724,500)
5/17/2022	JJ-20	Sanders Park Elementary	Approve the Construction Agreement with H.A. Contracting Corp., in the amount of $7,590,000, and approve additional funding in the amount of $4,662,000, FY22-251, Sanders Park Elementary School, Pompano Beach, SMART Program Renovations, Project No. P.002132.	(4,662,000)
5/17/2022	JJ-21	Sawgrass Elementary	Approve the Construction Agreement with Grace & Naeem Uddin, Inc., in the amount of $3,704,635, and approve additional funding in the amount of $2,131,117, FY22-141 REBID, Sawgrass Elementary School, Sunrise, SMART Program Renovations, Project No. P.002127.	(2,131,117)
5/17/2022	JJ-22	South Plantation High	Approve the Construction Agreement with LEGO Construction Co., in the amount of $5,916,870, and approve additional funding in the amount of $4,952,714, FY22-258, South Plantation High School, Plantation, SMART Program Renovations, Project No. P.002090.	(4,952,714)
5/17/2022	JJ-23	Tequesta Trace Middle	Approve the Construction Agreement with LEGO Construction Co., in the amount of $8,877,777, and approve additional funding in the amount of $7,085,160, FY22-259, Tequesta Trace Middle School, Weston, SMART Program Renovations, Project No. P.002042.	(7,085,160)

Exhibit C

SMART Program Reserve Status Report
for January 23, 2024 Regular School Board Meeting

Date	Item	Location	Description	Reserve Activity
5/17/2022	JJ-24	Welleby Elementary	Approve the Construction Agreement with Cosugas, LLC, in the amount of $2,000,000, and approve additional funding in the amount of $2,046,200, FY22-265, Welleby Elementary School, Sunrise, SMART Program Renovations, Project No. P.002114	(2,046,200)
5/17/2022	JJ-25	Heron Heights Elementary	Approve funding request in the total amount of $148,195 - FHP Tectonics Corp., Heron Heights Elementary School, Parkland, SMART Program Renovations, Project No. P.002147, RFQ 19-019C.	(148,195)
5/17/2022	JJ-27	Sunshine Elementary	Approve funding request in the total amount of $2,782,448 - LEGO Construction Co., Sunshine Elementary School, Miramar, SMART Program Renovations, Project No. P.002079, RFQ 18-131C.	(2,782,448)
6/14/2022	JJ-14	Indian Trace Elementary	Approve the Construction Agreement with H.A. Contracting Corp., in the amount of $8,242,000, and approve additional funding in the amount of $6,722,100, FY22-268, Indian Trace Elementary School, Weston, SMART Program Renovations, Project No. P.001980.	(6,722,100)
6/14/2022	JJ-15	James S. Hunt Elementary	Approve the Construction Agreement with LEGO Construction Co., in the amount of $7,427,777, and approve additional funding in the amount of $4,470,620, FY22-262, James S. Hunt Elementary School, Coral Springs, SMART Program Renovations, Project No. P.002059.	(4,470,620)
6/14/2022	JJ-18	Hawkes Bluff Elementary	Approve this Fourth Amendment to the Professional Services Agreement with Sol-ARCH, Inc., dated June 14, 2022, in the amount of $76,800, and approve additional funding in the amount of $43,453, Hawkes Bluff Elementary School, Davie, SMART Program Renovations, Project No. P.001784, RFQ 16-187C, ITB 18-194C.	(43,453)
6/14/2022	JJ-19	Oakridge Elementary	Approve funding request in the total amount of $145,000 - Koldaire Inc., Oakridge Elementary School, Hollywood, SMART Program Renovations, Project No. P.002663, ITB FY20-130.	(145,000)
6/30/2022	9/6/22 Item #6	Districtwide	Financial Closeout - SMART Program Renovation projects	584,445
7/19/2022	JJ-11	Margate Elementary	Approve the Construction Agreement with LEGO Construction Co., in the amount of $7,877,777, and approve additional funding in the amount of $8,347,560, FY22-270, Margate Elementary School, Margate, New Classroom Addition, Project No. P.002859.	(8,347,560)

Exhibit C

SMART Program Reserve Status Report
for January 23, 2024 Regular School Board Meeting

Date	Item	Location	Description	Reserve Activity
7/19/2022	JJ-12	Sawgrass Springs Middle	Approve the Construction Agreement with LEGO Construction Co., in the amount of $10,897,777, and approve additional funding in the amount of $6,927,665, FY22-275, Sawgrass Springs Middle School, Coral Springs, SMART Program Renovations, Project No. P.001841.	(6,927,665)
7/19/2022	JJ-16	Nova Dwight D. Eisenhower Elementary	Approve funding request in the total amount of $1,979,016 - LEGO Construction Co., Nova Dwight D. Eisenhower Elementary School, Davie, SMART Program Renovations, Project No. P.002145, ITB 17-197C.	(1,979,016)
8/17/2022	JJ-16	Pompano Beach High	Approve the Construction Agreement with All-Site Construction Inc., in the amount of $2,172,342 and approve additional funding in the amount of $600,960, FY22-269, Pompano Beach High School, Pompano Beach, SMART Program Renovations, Project No. P.002091.	(600,960)
8/17/2022	JJ-24	Forest Hills Elementary	Approve funding request in the total amount of $2,560,000 - Atlas Apex Roofing, LLC., Forest Hills Elementary School, Coral Springs, SMART Program Renovations, Project No. P.001926.	(2,560,000)
9/13/2022	JJ-11	Apollo Middle	Approve the Construction Agreement with LEGO Construction Co., in the amount of $4,922,777, and approve additional funding in the amount of $1,257,777, FY22-277, Apollo Middle School, Hollywood, SMART Program Renovations, Project No. P.002110.	(1,257,777)
10/11/2022	JJ-3	Seminole Middle	Approve the Construction Agreement with West Construction, Inc., in the amount of $4,487,226, and approve additional funding in the amount of $2,453,062, Seminole Middle School, Plantation, SMART Program Renovations, Project No. P.002047, FY23-124.	(2,453,062)
10/25/2022	#3	Hollywood Hills Elementary	Approve the Construction Agreement with Cosugas, LLC, in the amount of $5,750,000 and approve additional funding in the amount of $3,983,224, Hollywood Hills Elementary School, Hollywood, SMART Program Renovations, Project No. P. 001845, FY22-276.	(3,983,224)
10/25/2022	#4	Seminole Middle	Approve funding request in the amount of $6,207,500, Seminole Middle School, Plantation, SMART Program Renovations, Building 1 Roof Carveout, Project No. P.002047, FY23-124.	(6,207,500)
11/22/2022	JJ-2	Sunland Park Academy	Approve Change Order #3 in the amount of $91,452 and add 526 days to the contract duration - LEGO Construction Co., and approve additional funding in the amount of $48,062, Sunland Park Academy, Fort Lauderdale, SMART Program Renovations, Project No. P.001939, ITB 19-179C. District 5	(48,062)

Exhibit C

SMART Program Reserve Status Report
for January 23, 2024 Regular School Board Meeting

Date	Item	Location	Description	Reserve Activity
11/15/2022	#3	Monarch High	Approve GMP Amendment 1 to the Construction Services Agreement (Construction Management at Risk) with D. Stephenson Construction, Inc., dated November 9, 2022, in the amount of $8,610,694, and approve additional funding of $7,480,500 - Monarch High School, SMART Program Renovations, Project No. P.002148, RFQ FY20-184, District 7	(7,480,500)
12/13/2022	JJ-1	Boyd Anderson High	Approve Change Order #1 in the amount of $614,015 and 145 days added to the contract duration - West Construction, Inc., and approve additional funding in the amount of $137,000, Boyd Anderson High School, Lauderdale Lakes, SMART Program Renovations, Project No. P.001846, ITB 19-160C. District 5.	(137,000)
12/13/2022	JJ-4	Pasadena Lakes Elementary	Approve Change Order #3 in the amount of $89,509, and no change to the contract duration - West Construction, Inc., and approve additional funding in the amount of $89,509, Pasadena Lakes Elementary School, Pembroke Pines, SMART Program Renovations, Project No. P.001634, ITB FY21-044. District 1.	(89,509)
12/13/2022	JJ-6	Bright Horizons Center	Approve Change Order #5 in the amount of $7,335 and no change to the contract duration - LEGO Construction Co., and approve additional funding in the amount of $7,335, Bright Horizons Center, Pompano Beach, SMART Program Renovations, Project No. P.001974. ITB 19-176C. District 7.	(7,335)
12/13/2022	JJ-7	Maplewood Elementary	Approve Change Order #5 in the amount of $52,161 and no change to the contract duration - Lunacon Engineering Group, Corp., and approve additional funding in the amount of $52,161, Maplewood Elementary School, Coral Springs, SMART Program Renovations, Project No. P.001639. ITB 19-140C. District 4.	(52,161)
12/13/2022	JJ-8	Westchester Elementary	Approve Change Order #5 in the amount of $26,739 and no change to the contract duration - OAC Action Construction Corp., and approve additional funding in the amount of $26,739, Westchester Elementary School, Coral Springs, SMART Program Renovations, Project No. P.001823. ITB 19-141C. District 4.	(26,739)
12/13/2022	JJ-10	Gulfstream Early Learning Center	Approve Change Order #7 for additional funding in the amount of $120,958 and 75 days added to the contract duration - Grace & Naeem Uddin, Inc., Gulfstream Early Learning Center, Hallandale, SMART Program Renovations, Project No. P.002055, ITB FY20-213, District 1.	(120,958)

Exhibit C

SMART Program Reserve Status Report
for January 23, 2024 Regular School Board Meeting

Date	Item	Location	Description	Reserve Activity
12/13/2022	JJ-16	Coral Springs PK-8	Approve two (2) Construction Agreements with LEGO Construction Co., in the amount of $7,378,277, and approve additional funding in the amount of $5,284,329, Coral Springs PK-8, Coral Springs, DEFP, Project No. P.001923 and SMART Program Renovations, Project No. P.001982, FY23-148, District 4. Note: one construction agreement impacts the SMART Reserve by $3,930,321, and the other construction agreement impacts the unallocated reserve by $1,354,008.	(3,930,321)
12/13/2022	JJ-18	North Andrews Gardens Elementary	Approve the Construction Agreement with LEGO Construction Co., in the amount of $6,328,140, and approve additional funding in the amount of $5,300,547, FY23-149, North Andrews Gardens Elementary School, Oakland Park, SMART Program Renovations, Project No. P.001890, District 3.	(5,300,547)
12/14/2021	JJ-19	Bair Middle	Construction Svc Agreement with Danto Builders P.002044 dated Dec. 14,2021 in the amt of $104,373	(44,373)
1/18/2023	JJ-2	Coral Springs High	Approve Change Order #3 in the amount of $117,268 which includes an additional funding request of $35,000 and no change to the contract duration - Gulf Building, LLC, Coral Springs High School, Coral Springs, SMART Program Renovations, Project No. P.001765, ITB FY21-045, District 4.	(35,000)
1/18/2023	JJ-4	Pasadena Lakes Elementary	Approve Change Order #4 and additional funding request in the amount of $30,225 and no change to the contract duration - West Construction, Inc., Pasadena Lakes Elementary School, Pembroke Pines, SMART Program Renovations, Project No. P.001634, ITB FY21-044, District 1	(30,225)
1/18/2023	JJ-6	Cypress Bay High	Approve Change Order #9 and additional funding request in the amount of $7,798 and no change to the contract duration - The Morganti Group, Inc., Cypress Bay High School, Weston, SMART Program Renovations, Project No. P.001774, RFQ 17-156C, District 6.	(7,798)
1/18/2023	JJ-9	Deerfield Beach High	Approve GMP Amendment 1 to the Construction Services Agreement (Construction Management at Risk) with D. Stephenson Construction, Inc., dated January 18, 2023, in the amount of $5,666,438, and approve additional funding of $3,142,980 - Deerfield Beach High School, SMART Program Renovations, Project No. P.002134, RFQ FY20-186, District 7.	(3,142,980)

Exhibit C

SMART Program Reserve Status Report
for January 23, 2024 Regular School Board Meeting

Date	Item	Location	Description	Reserve Activity
2/15/2023	JJ-7	Nova High	Approve additional funding in the total amount of $146,600 which includes $8,041 and no change to the contract duration for Change Order #16 with James B. Pirtle Construction Company, Inc., as well as $138,559 to replenish funds in the project budget - Nova High School, Davie, SMART Program Renovations, Project No. P.001817, RFQ 17-154C, District 6.	(146,600)
2/15/2023	JJ-10	Apollo Middle	Approve funding request in the amount of $4,060,000, Apollo Middle School, Hollywood, SMART Program Renovations, Roof Carveout, Project No. P.002110, District 1.	(4,060,000)
2/15/2023	JJ-11	Lyons Creek Middle	Approve funding request in the amount of $2,985,000, Lyons Creek Middle School, Coconut Creek, SMART Program Renovations, Roof Carveout Buildings 1 & 3, Project No. P.002141, District 7.	(2,985,000)
2/15/2023	JJ-12	Tamarac Elementary	Approve funding request in the amount of $205,000, Tamarac Elementary School, Tamarac, SMART Program Renovations, Building 6 Roof Carveout, Project No. P.001724, District 4.	(205,000)
2/15/2023	JJ-14	Colbert Museum Magnet	Approve the Final Change Order for a credit of ($11,627.48) for tax savings of the Direct Owner Purchase, the Final Acceptance and Final Release of Retainage of $52,774.53 - Thornton Construction Company, Inc., Colbert Museum Magnet, Project No. P.001937, ITB 17-138C, District 1.	11,627
2/15/2023	JJ-16	Pioneer Middle	Approve this Final Change Order for a credit of ($54,757.70) which includes tax savings of the Direct Owner Purchase, the Final Acceptance, and Final Release of Retainage of $405,132.81, and approve AECOM's recommendation to grant LEGO Construction Co. an excusable time extension of 587 days and waive all Liquidated Damages - Pioneer Middle School, SMART Program Renovations, Project No. P.001793, ITB 18-187C, District 6.	54,758
3/7/2023	JJ-1	Horizon Elementary	Approve Change Order #1 in the amount of $118,124 which includes an additional funding request of $111,000 and 141 days added to the contract duration - Cosugas, LLC, Horizon Elementary School, Sunrise, SMART Program Renovations, Project No. P.002038, ITB 19-172C, District 5	(111,000)
3/7/2023	JJ-4	Coral Springs High	Approve Change Order #4 and additional funding request in the amount of $14,730 and no change to the contract duration - Gulf Building, LLC, Coral Springs High School, Coral Springs, SMART Program Renovations, Project No. P.001765, ITB FY21-045, District 4	(14,730)

Exhibit C

SMART Program Reserve Status Report
for January 23, 2024 Regular School Board Meeting

Date	Item	Location	Description	Reserve Activity
3/7/2023	JJ-5	Walker Elementary	Approve Change Order #4 in the amount of $32,756 which includes additional funding in the amount of $9,135 and no change to the contract duration - OAC Construction Corp., Walker Elementary School, Fort Lauderdale, SMART Program Renovations, Project No. P.001938, District 6.	(9,135)
3/7/2023	JJ-8	Cypress Bay High	Approve Change Order #10 and additional funding request in the amount of $28,560 and 62 days added to the contract duration - The Morganti Group, Inc., Cypress Bay High School, Weston, SMART Program Renovations, Project No. P.001774, RFQ 17-156C, District 6.	(28,560)
3/7/2023	JJ-9	Atlantic Technical College & HS	Approve additional funding in the amount of $17,697,240 for work to be performed at Atlantic Technical College & High School, Coconut Creek, including SMART Program Renovations, roofing carveout, and swing space portables, and approve the Construction Agreement with West Construction, Inc., in the amount of $16,486,041 for the SMART Program Renovations, Project No. P.000415, ITB FY23-258, District 7.	(17,697,240)
3/7/2023	JJ-10	Norcrest Elementary	Approve this Final Change Order for a credit of ($21,495.47) for tax savings from Direct Owner Purchases, the Final Acceptance and Final Release of Retainage of $95,550.36 and approve AECOM's recommendation to grant Burke Construction Group, Inc. an excusable time extension of 385 additional days and waive all Liquidated Damages, Norcrest Elementary School, SMART Program Renovations, Project No. P.001969, 19-154C, District 7.	21,495
4/11/2023	JJ-3	Ramblewood Elementary	Approve Change Order No. #4 and additional funding request in the amount of $27,026 for Ramblewood Elementary School, Project No. P.001725, District 4.	(27,026)
4/11/2023	JJ-4	Coral Springs High	Approve Change Order No. #5 and additional funding request in the amount of $54,545 for Coral Springs High School, Project No. P.001765, District 4.	(54,545)
4/11/2023	JJ-9	Coral Springs High	Approve the Fifth Amendment to the Professional Services Agreement with M.C. Harry and Associates, Inc. - Coral Springs High School, Project No. P.001765, District 4.	(60,000)

Exhibit C

SMART Program Reserve Status Report
for January 23, 2024 Regular School Board Meeting

Date	Item	Location	Description	Reserve Activity
4/11/2023	JJ-11	Fort Lauderdale High	Approve this Final Change Order for a credit of ($19,604.35) for tax savings of the Direct Owner Purchase and approve the Final Acceptance and Final Release of Retainage of $135,961.16 and approve AECOM's recommendation to waive all Liquidated Damages - West Construction, Inc., Fort Lauderdale High School, SMART Program Renovations, Project No. P.001839, ITB 19-146C, District 3.	19,604
5/9/2023	FF-1	Districtwide	SMART project financial closeout	1,931,666
5/9/2023	JJ-1	Banyan Elementary	Approve Change Order No. #2 which adds $222,597 and grants 1,571 days, and approve $65,531 in additional funding for Banyan Elementary School, Project No. P.001944, District 5	(65,531)
5/9/2023	JJ-4	Ramblewood Elementary	Approve Change Order No. #5 and additional funding request in the amount of $47,901 for Ramblewood Elementary School, Project No. P.001725, District 4.	(47,901)
5/9/2023	JJ-5	Maplewood Elementary	Approve Change Order No. #6 and additional funding request in the amount of $26,806 for Maplewood Elementary School, Project No. P.001639, District 4.	(26,806)
5/9/2023	JJ-6	Gulfstream Early Learning Center	Approve Change Order No. #8 and additional funding request in the amount of $9,157 for Gulfstream Early Learning Center, Project No. P.002055, District 1.	(9,157)
5/9/2023	JJ-20	Cooper City High	Approve GMP Amendment 1 to the Construction Services Agreement (Construction Management at Risk) with D. Stephenson Construction, Inc. - Cooper City High School, Project No. P.002133, District 6.	(3,351,000)
5/9/2023	JJ-21	Cresthaven Elementary	Approve GMP Amendment 1 to the Construction Services Agreement (Construction Management at Risk) with State Contracting & Engineering Corporation - Cresthaven Elementary School, Project No. P.001676, District 7.	(4,367,557)
5/9/2023	JJ-22	Sheridan Technical High	Approve the termination (for convenience) of the Construction Manager at Risk Agreement with Grace & Naeem Uddin, Inc., approve the additional funding request of $2,874,000, and approve the use of a CSMP project delivery for the Sheridan Technical High School SMART Program Renovations, Project No. P.002128, District 3.	(2,874,000)
5/9/2023	JJ-23	Pembroke Lakes Elementary	Approve the additional funding request of $50,000 for Pembroke Lakes Elementary School, Project No. P.002779, District 2.	(50,000)
6/13/2023	JJ-3	Ramblewood Elementary	Approve Change Order No. #6 and additional funding request in the amount of $103,287 for Ramblewood Elementary School, Project No. P.001725, District 4.	(103,287)

Exhibit C

SMART Program Reserve Status Report
for January 23, 2024 Regular School Board Meeting

Date	Item	Location	Description	Reserve Activity
6/13/2023	JJ-4	Northeast High	Approve Change Order No. #12 and additional funding in the amount of $35,827 for Northeast High School, Project No. P.001684, District 3.	(35,827)
6/13/2023	JJ-11	Gator Run Elementary	Approve the Final Change Order for a CREDIT of ($14,050.80) and approve the Reduction of Retainage from 5% to 1%, for a total reduction of 4% in the amount of $116,674.78 for Gator Run Elementary School, Project No. P.001863.	14,051
7/18/2023	JJ-5	Walker Elementary	Approve this Change Order #5 in the amount of $16,702 and approve additional funding in the amount of $13,317.	(13,317)
7/18/2023	JJ-6	Pompano Beach Middle	Approve Change Order #14 in the amount of $59,085 which includes $45,000 in additional funding and 301 days added to the contract duration.	(45,000)
7/18/2023	JJ-10	Collins Elementary	Approve the additional funding request of $35,050 for payment to outside vendor, United Site Services of Florida, LLC, for the continued use and servicing of temporary restrooms onsite for a seven-month period. The contract was awarded via an approved Bid Waiver; however, the project does not have sufficient funding to pay the vendor.	(35,050)
7/18/2023	JJ-11	Dillard 6-12	Approve the additional funding request of $3,548,000 to award a Construction Services Minor Project (CSMP) contract to Atlas Apex Roofing, LLC to complete the roofing scope of work at Dillard 6-12.	(3,548,000)
7/18/2023	JJ-12	New Renaissance Middle	Approve the additional funding request of $1,729,000 to award a Construction Services Minor Project (CSMP) contract to A-1 Duran Roofing, Inc. to complete the roofing scope of work at New Renaissance Middle School.	(1,729,000)
8/8/2023	JJ-4	Boyd H. Anderson High	Approve Change Order #2 in the amount of $121,849 and approve additional funding in the amount of $121,849 for Boyd H. Anderson High School, Project No. P.001846, District 5.	(121,849)
8/8/2023	JJ-13	Gulfstream Early Learning Center	Approve Change Order #9 and additional funding in the amount of $41,536 for Gulfstream Early Learning Center, Project No. P.002055, District 1.	(41,536)
8/8/2023	JJ-17	Western High	Approve the Construction Agreement with Cosugas, LLC, in the amount of $2,930,000 for the construction of the SMART Program Renovations at Western High School, Project No. P.001967, ITB FY24-057, District 6.	(1,735,317)
8/8/2023	JJ-20	Sandpiper Elementary	Approve the additional funding request of $103,000 for Sandpiper Elementary School, Project No. P.001924, District 6.	(103,000)
9/12/2023	JJ-2	Horizon Elementary	Approve Change Order #2 in the amount of $13,634 and no days added to the contract duration, and approve additional funding in the amount of $12,971 for Horizon Elementary School, Project No. P.002038, District 5.	(12,971)

Exhibit C

SMART Program Reserve Status Report
for January 23, 2024 Regular School Board Meeting

Date	Item	Location	Description	Reserve Activity
9/12/2023	JJ-9	Ramblewood Elementary	Approve Change Order #7 in the amount of $31,808 and approve additional funding in the amount of $11,808 for Ramblewood Elementary School, Project No. P.001725, District 4.	(11,808)
9/12/2023	JJ-14	Pompano Beach Middle	Approve Change Order #15 and additional funding in the amount of $30,796 and no change to the contract duration for Pompano Beach Middle School, Project No. P.001721, District 7.	(30,796)
9/12/2023	JJ-16	Marjory Stoneman Douglas High	Approve the Construction Agreement with James B. Pirtle Construction Company, Inc., in the amount of $17,466,844, for the construction of the SMART Program Renovations at Marjory Stoneman Douglas High School, Project No. P.000817, RFP FY23-259 REBID, District 4.	(14,046,950)
9/12/2023	JJ-19	Atlantic West Elementary	Approve the additional funding request of $1,141,500 for Atlantic West Elementary School, Project No. P.001796, District 7.	(1,141,500)
9/12/2023	JJ-20	Collins Elementary	Approve the additional funding request of $194,000 for Collins Elementary School, Project No. P.001659, District 1.	(194,000)
9/12/2023	JJ-21	Driftwood Elementary	Approve the additional funding request of $5,481,000 for Driftwood Elementary School, Project No. P.002064, District 1.	(5,481,000)
9/12/2023	JJ-22	Lauderhill 6-12	Approve the additional funding request of $785,900 for Lauderhill 6-12 STEM-MED Magnet School, Project No. P.001801, District 5.	(785,900)
9/12/2023	JJ-23	Tamarac Elementary	Approve the additional funding request of $845,000 for Tamarac Elementary School, Fire Protection Building 1, Project No. P.002874, District 4.	(845,000)
9/12/2023	JJ-24	Western High	Approve the additional funding request of $69,677 for Western High School, Culinary Lab, Project No. P.001967, District 6.	(69,677)
10/17/2023	JJ-4	North Side Elementary	Approve Change Order #1 in the amount of $31,824 and no days added to the contract duration, and approve additional funding in the amount of $23,200 for North Side Elementary School, Project No. P.001992, District 3.	(23,200)
10/17/2023	JJ-10	Westchester Elementary	Approve Change Order #6 and approve additional funding request in the amount of $76,659 and 446 days added to the contract duration for Westchester Elementary School, Project No. P.001823, District 4.	(76,659)
10/17/2023	JJ-12	Gulfstream Early Learning Center	Approve Change Order #10 and approve additional funding request in the amount of $19,112 and no days added to the contract duration for Gulfstream Early Learning Center, Project No. P.002055, District 1.	(19,112)

Exhibit C

SMART Program Reserve Status Report
for January 23, 2024 Regular School Board Meeting

Date	Item	Location	Description	Reserve Activity
10/17/2023	JJ-13	McArthur High	Approve the Construction Agreement with James B. Pirtle Construction Company, Inc., in the amount of $30,556,227 for the construction of the SMART Program Renovations - P.001954, and New Classroom Addition - P.002892, at McArthur High School, RFP FY24-052, District 1.	(10,224,504)
10/17/2023	JJ-16	Collins Elementary	Approve the additional funding request of $60,100 for Collins Elementary School, Project No. P.001659, District 1.	(60,100)
10/17/2023	JJ-17	New Renaissance Middle	Approve the additional funding request of $3,971,400 for New Renaissance Middle School, Project No. P.002143, District 2.	(3,971,400)
10/17/2023	JJ-18	Ramblewood Elementary	Approve the additional funding request of $27,000 for Ramblewood Elementary School, Project No. P.001725, District 4.	(27,000)
10/17/2023	JJ-19	The Quest Center	Approve the additional funding request of $135,000 for The Quest Center, Project No. P.001892, District 1.	(135,000)
11/8/2023	JJ-9	Coral Springs High	$9,048 change order requiring additional funding from the Capital Projects Reserve, increasing the project budget from $15,166,275 to $15,175,323.	(9,048)
11/8/2023	JJ-14	Dania Elementary	$972,000 additional funding request funded from the Capital Projects Reserve, increasing the project budget from $2,502,000 to $3,474,000.	(972,000)
11/8/2023	JJ-15	North Lauderdale Elementary	$565,000 additional funding request funded from the Capital Projects Reserve. This increases the project budget from $2,166,350 to $2.731.350.	(565,000)
11/8/2023	JJ-16	Nova Middle	$1,555,000 additional funding request funded from the Capital Projects Reserve. This increases the project budget from $4,405,000 to $5,960,000.	(1,555,000)
11/8/2023	JJ-10	Ramblewood Elementary	$137,867.73 change order requiring $126,459 of additional funding from the Capital Projects Reserve, increasing the project budget from $4,613,672 to $4,740,131.	(126,459)
11/8/2023	JJ-17	Silver Lakes Middle	$3,300,000 additional funding request funded from the Capital Projects Reserve. This increases the project budget from $2,150,000 to $5,450,000.	(3,300,000)
12/12/2023	JJ-6	Lauderdale Manors Early Learning and Resource Center	Lauderdale Manors ELC SMART Program Renovations	(1,889,500)
12/12/2023	JJ-7	Atlantic West Elementary	Atlantic West ES - Roofing Bldg 1, 3,6 - SMART Program	(510,561)
12/12/2023	JJ-8	Eagle Point Elementary	Eagle Point ES SMART Roofing	(1,935,000)
12/12/2023	JJ-9	Lauderhill 6-12	Lauderhill 6-12 SMART Program Renovations	(4,965,500)
			Sub-Total	**$ 57,915,613**

1/23/24 Board Items with Budget Impacts

Exhibit C

SMART Program Reserve Status Report
for January 23, 2024 Regular School Board Meeting

Date	Item	Location	Description	Reserve Activity
1/23/2024	JJ-TBD	Coral Springs High	Approve Change Order #9 and additional funding request in the amount of $84,233 and no days added to the contract duration for Coral Springs High, Project No. P.001765, District 4.	(84,233)
1/23/2024	JJ-TBD	Charles W. Flanagan High	Approve Change Order Item #10 for Direct Owner Purchase tax savings in the amount of ($101,578.56) - Charles W. Flanagan High School, Project No. P.001847, District 2.	101,579
1/23/2024	JJ-TBD	Deerfield Beach Middle	Approve a time extension of 220 days to Substantial Completion, approve a time extension of 6 days between Substantial and Final Completion, and approve the Final Acceptance and Release of Retainage - Deerfield Beach Middle School, Project No. P.002861, District 7.	331,448
1/23/2024	JJ-TBD	Deerfield Beach Middle	Approve GMP Amendment 1 to the Construction Services Agreement (Construction Manager at Risk) with D. Stephenson Construction, Inc. to establish $4,191,104 as the GMP, and approve the request for additional funding in the amount of $4,334,000 - Deerfield Beach Middle School, Project No. P.002142, District 7.	(4,334,000)
1/23/2024	JJ-TBD	Dillard 6-12	Approve the Final Acceptance and Release of Retainage - Dillard 6-12, Project No. P.002811, District 5	17,845
1/23/2024	JJ-TBD	Maplewood Elementary	Approve Change Order #9 and additional funding in the amount of $44,786 and 817 days added to the contract duration for Maplewood Elementary School, Project No. P.001639, District 4.	(44,786)
1/23/2024	JJ-TBD	North Side Elementary	Approve Change Order #2 and additional funding in the amount of $5,584 for North Side Elementary School, Project No. P.001992, District 3.	(5,584)
1/23/2024	JJ-TBD	Nova High	Approve deductive Change Order #21 in the amount of ($626,789) and no days added to the contract duration for Nova High School, Project No. P.001817, District 6.	526,789
1/23/2024	JJ-TBD	South Broward High	Approve Change Order #7 and additional funding in the amount of $16,612 and no days added to the contract duration for South Broward High School, Project No. P.001838, District 1.	(16,612)
1/23/2024	FF-1	Charles Drew Elementary	Charles Drew ES SMART Program Renovations	(5,750,000)
1/23/2024	FF-1	Lyons Creek Middle	Lyons Creek MS SMART Program Renovations	(300,000)
1/23/2024	FF-1	Margate Middle	Margate MS SMART Program Renovations	(14,931,000)
1/23/2024	FF-1	Morrow Elementary	Morrow ES SMART Fire Sprinkler Bldg 1	(900,000)
1/23/2024	FF-1	Northeast High	New Classroom Addition	(100,000)
1/23/2024	FF-1	North Lauderdale Elementary	North Lauderdale PK8 SMART Program Renovations PH2	(482,000)
1/23/2024	FF-1	Palmview Elementary	Palmview ES SMART Program Renovations	(115,000)
1/23/2024	FF-1	Plantation High	Plantation HS SMART Program Renovations	(12,721,600)
1/23/2024	FF-1	Pompano Beach Middle	Pompano Beach MS - SMART Program Renovations	(730,000)

Exhibit C

SMART Program Reserve Status Report
for January 23, 2024 Regular School Board Meeting

Date	Item	Location	Description	Reserve Activity
1/23/2024	FF-1	Sheridan Technical High	Sheridan Technical College SMART Program Renovations	(11,380,000)
1/23/2024	FF-1	Sheridan Technical High	Sheridan Technical HS - SMART Program Renovations	(1,000,000)
1/23/2024	FF-1	South Broward High	South Broward HS SMART Program Renovations	(2,500,000)
1/23/2024	FF-1	Stirling Elementary	Stirling ES - Phase 2	(2,000,000)
1/23/2024	FF-1	Districtwide	AECOM Contract through July 2024	(25,206,207)
1/23/2024	FF-1	Districtwide	ATKINS Contract through July 2024	(2,778,432)
1/23/2024	FF-1	Districtwide	Building Department Supplemental Services	(2,000,000)
1/23/2024	FF-1	Districtwide	Capital Budget Amendment #1 Allocation from Unallocated Reserve	28,486,180
			Sub-Total SMART Reserve	**$ (0)**

Capital Funds Unallocated Reserve Status Report
for January 23, 2024 Regular School Board Meeting

Date	Item	Location	Description	Reserve Activity
7/1/2023			FY24 Beginning Balance (from Adopted DEFP 9/5/23)	$ 120,316,000
9/5/2023	1	TBD - Total of one project in each of the three Regions (South, Central, North)	Amendment for Artificial Turf Fields	(2,500,000)
			FY24 Beginning Balance	**$ 117,816,000**
			Previously Approved FY24 Board Items with Budget Impacts	
9/12/2023	JJ-18	James S. Rickards Middle	Approve GMP Amendment 1 to the Construction Manager at Risk Agreement with CORE Construction Services of Florida, LLC., and approve additional funding in the amount of $22,185,372 - James S. Rickards MS, Oakland Park, Project No. P.002775, District 3.	(22,185,372)
10/17/2023	JJ-13	McArthur High	Approve the Construction Agreement with James B. Pirtle Construction Company, Inc., in the amount of $30,556,227 for the construction of the SMART Program Renovations - P.001954, and New Classroom Addition - P.002892, at McArthur High School, RFP FY24-052, District 1.	(16,635,327)
11/8/2023	JJ-13	Mary M. Bethune Elementary	Approve the Third Amendment to the Professional Services Agreement with RGD & Associates, Inc and approve the additional funding request of $1,466,000 for the planning and design of a new 8,500 sq. ft administration building and subsequent demolition of the existing administration building at Mary M. Bethune Elementary School, Project No. P.002984, District 1.	(1,466,000)
			Sub-Total	**$ 77,529,301**
			1/23/24 Board Items with Budget Impacts	
1/23/2024	FF-1	Districtwide	Capital Budget Amendment #1 SMART Program Needs	(28,486,180)
1/23/2024	FF-1	Districtwide	Capital Budget Amendment #1 ADA Projects	(2,341,731)
1/23/2024	FF-1	Districtwide	Capital Budget Amendment #1 SMART Projects Closeouts	2,248,230
1/23/2024	FF-1	Districtwide	Capital Budget Amendment #1 DEFP Project Closeouts	3,610,489
1/23/2024	FF-1	Districtwide	Capital Budget Amendment #1 Insruance Recovery	4,140,000
			Sub-Total Unallocated Reserve	**$ 56,700,109**
			Total SMART and Unallocated Reserve	**$ 56,700,109**

ADA Project Needs

ADA PROJECTS	TYPE	Cost
SOUTH BROWARD HIGH BASEBALL ACCESSIBLE ROUTE	ADA ROUTE	$ 24,678
PIPER HIGH ACCESSIBLE ROUTE TO BASEBALL	ADA ROUTE	35,502
DEERFIELD BEACH HS ACCESSIBLE ROUTE TO BASEBALL FIELD	ADA ROUTE	73,581
STRANAHAN HIGH ACCESSIBLE ROUTE AND BLEACHERS	ADA ROUTE	150,000
WESTWOOD HEIGHTS ADA PARKING LOT RENOVATIONS	PARKING	6,463
POMPANO BEACH HIGH RESTROOMS	RESTROOMS	350,000
CASTLE HILL ES ADA PARKING LOT RENOVATIONS	PARKING	30,275
WHIDDON ROGERS ADA PARKING LOT RENOVATIONS	PARKING	12,645
PARKWAY MIDDLE ADA PARKING LOT RENOVATIONS	PARKING	25,000
ORIOLE ELEMENTARY ADA PARKING	PARKING	39,247
SHERIDAN TECHNICAL COLLEGE	PARKING	22,634
HOLLYWOOD HILLS HIGH	PARKING	40,000
MORROW ELEMENTARY ADA PARKING	PARKING	25,000
COCONUT CREEK ES ADA PLAYGROUND RETROFIT	PLAYGROUND	15,000
GLADES MIDDLE ADA PARKING SIGNS	PARKING SIGNS	5,000
CHARLES FLANAGAN ADA PARKING SIGNS	PARKING SIGNS	5,000
SOUTH PLANTATION HIGH ACCESSIBLE BLEACHERS	BLEACHERS	120,000
DRIFTWOOD MIDDLE ADA BATHROOM RENOVATION	RESTROOMS	301,765
LAUDERDALE LAKES MIDDLE ADA LIFT	ADA LIFT	237,363
LAUDERHILL 6-12 ADA LIFT	ADA LIFT	363,722
CORAL SPRINGS HIGH SCHOOL ADA BATHROOM RENOVATION	RESTROOMS	284,939
PIONEER MIDDLE ADA WALKWAY TO ATHLETIC FIELD RESTROOMS	ADA ROUTE	21,249
LLOYD ESTATES ADA BATHROOM REMODELING	RESTROOMS	350,000
NORTHEAST HIGH SCIENCE LAB REMODEL	CASEWORK	150,000
PPO ADA BATHROOM REMODELING	RESTROOMS	400,000
BAIR MS ADA STAGE LIFT	ADA LIFT	237,986
EMERGENCY PROJECTS CONTINGENCY		50,000
ADA Projects Sub Total		$ 3,377,049

Fiscal Year 2024 DEFP Funding	$ (1,035,318)

Additional Funding	**$ 2,341,731**

SMART Program Funding Needs

Project Name	Current Budget	Projected Budget	Funding Needed
Charles Drew ES SMART Program Renovations	$ 3,017,000	$ 8,767,000	$ 5,750,000
Lyons Creek MS SMART Program Renovations	6,034,000	6,334,000	300,000
Margate MS SMART Program Renovations	8,869,000	23,800,000	14,931,000
Morrow ES SMART Fire Sprinkler Bldg 1		900,000	900,000
Northeast HS SMART Program	21,988,750	22,088,750	100,000
North Lauderdale PK8 SMART Program Renovations PH2		482,000	482,000
Palmview ES SMART Program Renovations	3,952,000	4,067,000	115,000
Plantation HS SMART Program Renovations	14,278,400	27,000,000	12,721,600
Pompano Beach MS - SMART Program Renovations	12,946,976	13,676,976	730,000
Sheridan Technical College SMART Program Renovations	7,770,000	19,150,000	11,380,000
Sheridan Technical HS - SMART Program Renovations	4,944,000	5,944,000	1,000,000
South Broward HS SMART Program Renovations		2,000,000	2,500,000
Stirling ES - Phase 2		2,000,000	2,000,000
Subtotal Project Funding			**$ 52,909,600**
PMOR			
AECOM (Existing Contract - Through July 2024)			25,206,207
ATKINS (Existing Contract - Through March 2024)			2,778,432
Subtotal PMOR			**$ 27,984,639**
Building Department			
Supplemental Services			2,000,000
Subtotal Building Department			**$ 2,000,000**
Total SMART Program Needs			**$ 82,894,239**
Available SMART Reserves			***$ (54,408,059)***
Additional Funding Required			**$ 28,486,180**

NOTE: The SMART Program does not include remaining projects with anticipated significant scope deviations such as Bethune ES Phase II, Broward Estates ES, Deerfield Beach ES, North Fork ES

SMART Program Project Financial Closeout
for the Month Ended December 31, 2023

Renovation Projects

School/Project	Original Budget	Approved Amendments	Current Budget	Final Expenditures	Savings
Parkway MS - Roof Replace Bldg. 22 & 24 P.001617	$ 754,360	$ -	$ 754,360	$ 754,360	$ -
McNicol MS - SMART Program Renovations P.001941	1,345,000	(79,415)	1,265,585	1,265,585	0
North Side ES - Single Point of Entry - SMART Program P.001880	265,000	21,849	286,849	285,589	1,260
Coconut Creek ES - Building Renovations P.001413	4,527,618	384,828	4,912,446	4,912,446	0
Norcrest ES - SMART Program Renovations P.001969	2,110,000	900,122	3,010,122	2,988,627	21,495
Cypress Bay HS - SMART Portable Demolitions P.002909	627,000	0	627,000	627,000	0
Stranahan HS - Weight Room Renovations - SMART Program P.001995	121,000	0	121,000	120,415	585
Dillard 6-12 School - SMART Weight Room Renovations P.001930	121,000		121,000	121,000	0
Annabel C. Perry Pre K-8 - SMART GOB Renovations P.001728	2,742,000	2,183,674	4,925,674	4,850,357	75,317
Cooper City HS - SMART Weight Room Renovations P.002137	121,000	0	121,000	121,000	0
Coconut Creek HS - SMART Weight Room Renovations P.002019	121,000	0	121,000	120,534	466
Virginia Shuman Young ES - SMART 4 Modular Classrooms P.002841	300,000	(265,131)	34,869	34,869	0
Fort Lauderdale HS - SMART Program Renovation P.001839	2,409,000	1,344,283	3,753,283	3,700,966	52,317

Exhibit F

SMART Program Project Financial Closeout
for the Month Ended December 31, 2023

School/Project	Original Budget	Approved Amendments	Current Budget	Final Expenditures	Savings
Panther Run ES - SMART Program Renovations P.002069	1,434,000	2,097,929	3,531,929	3,404,585	127,344
Miramar ES - SMART GOB Renovations P.001727	3,798,000	2,268,935	6,066,935	5,920,758	146,177
Western HS - SMART Weight Room Renovations P.002153	121,000	0	121,000	120,988	12
Watkins ES - SMART Program Renovations P.002074	921,000	2,077,912	2,998,912	2,950,932	47,980
James S. Rickards MS - SMART GOB Renovations P.001743	5,242,000	5,160,487	10,402,487	10,212,002	190,485
Wingate Oaks Center - SMART 4 Modular Classrooms P.002843	300,000	122,440	422,440	39,375	383,065
Palm Cove ES - SMART Program Renovations P.001885	2,212,000	1,238,590	3,450,590	3,450,590	0
North Lauderdale ES - Roofing Building 2, 4 & 5 - SMART Program P.002870	0	363,000	363,000	328,000	35,000
Bayview ES - GOB Renovations P.001786	1,742,000	814,281	2,556,281	2,556,281	0
Fort Lauderdale HS - SMART Weight Room Renovations P.002022	121,000	0	121,000	121,000	0
Eagle Ridge ES - SMART GOB Renovations P.001722	2,259,000	1,047,383	3,306,383	3,220,558	85,825
Coral Springs HS - SMART Weight Room Renovation P.002018	121,000	0	121,000	113,224	7,776
Colbert Museum Magnet - SMART Program Renovations P.001937	756,000	750,211	1,506,211	1,506,211	0
Fox Trail ES - SMART Program Renovations P.001973	770,000	514,908	1,284,908	1,273,281	11,627
Falcon Cove MS - SMART Portable Demolitions P.002910	473,000	0	473,000	60,837	412,163

SMART Program Project Financial Closeout
for the Month Ended December 31, 2023

School/Project	Original Budget	Approved Amendments	Current Budget	Final Expenditures	Savings
Silver Trail MS - Roofing P.001650	605,000	0	605,000	582,478	22,522
Sunland Park Academy - SMART Program Renovations P.001939	498,000	929,162	1,427,162	1,421,955	5,207
Gulfstream Academy of Hallandale Beach K-8 (North) - SMART Program Renovations P.001822	5,161,700	(23,720)	5,137,980	5,108,744	29,236
Park Lakes ES - SMART Program Renovations P.001988	774,000	(41,623)	732,377	732,377	0
Eagle Ridge ES - AC in Elec Rm 327 P.002704	0	0	0	0	0
Cypress ES - SMART Building Renovations P.001412	3,299,167	452,897	3,752,064	3,752,064	0
Westwood Heights ES - SMART Program Renovations P.001993	1,720,000	2,217,262	3,937,262	3,925,189	12,073
Pompano Beach ES - SMART Program Renovations P.001713	5,224,000	1,390,551	6,614,551	6,189,305	425,246
Coral Park ES - SMART Program Renovations P.002045	1,681,000	(348,550)	1,332,450	1,189,770	142,680
Sub-Total SMART Renovation Projects Savings					**$2,235,859**

School Choice Projects

School/Project	Original Budget	Approved Amendments	Current Budget	Final Expenditures	Savings
Park Trails ES - School Choice Enhancement Project - Year 5 P.002465	$ 100,000	$ -	$ 100,000	$ 99,966	$ 34
Panther Run ES - School Choice Enhancement Project - Year 5 P.002354	100,000	0	100,000	99,994	6
Silver Lakes MS - School Choice Enhancement Project - Year 5 P.002504	100,000	0	100,000	99,925	75

SMART Program Project Financial Closeout
for the Month Ended December 31, 2023

School/Project	Original Budget	Approved Amendments	Current Budget	Final Expenditures	Savings
Riverside ES - School Choice Enhancement Project - Year 4 P.002369	100,000	0	100,000	99,989	11
Silver Palms ES - School Choice Enhancement Project - Year 5 P.002376	100,000	0	100,000	99,991	9
Collins ES - School Choice Enhancement Project - Year 4 P.002213	100,000	0	100,000	100,000	0
Pines Lakes ES - School Choice Enhancement Project - Year 4 P.002266	100,000	0	100,000	99,993	7
Colbert Museum Magnet - School Choice Enhancement Project - Year 1 P.002035	100,000	0	100,000	99,999	1
Broward Estates ES - School Choice Enhancement P.002931	100,000	0	100,000	99,613	387
Plantation MS - School Choice Enhancement Project - Year 2 P.002192	100,000	0	100,000	99,824	176
J.P. Taravella HS - School Choice Enhancement Project - Year 4 P.002237	100,000	0	100,000	100,000	0
Cooper City HS - School Choice Enhancement Project - Year 5 P.002475	100,000	0	100,000	100,000	0
Maplewood ES - School Choice Year 1 P.001798	100,000	0	100,000	99,975	25
Whispering Pines Education Center - School Choice Enhancement P.002921	100,000	0	100,000	100,000	0
James S. Hunt ES - School Choice Enhancement Project - Year 5 P.002380	100,000	0	100,000	99,686	314
Sunrise MS - School Choice Enhancement Project - Year 1 P.001918	100,000	0	100,000	100,000	0
Parkway MS - School Choice Enhancement Project - Year 1 P.002477	100,000	0	100,000	99,985	15

SMART Program Project Financial Closeout
for the Month Ended December 31, 2023

School/Project	Original Budget	Approved Amendments	Current Budget	Final Expenditures	Savings
Ramblewood MS - School Choice Enhancement Project - Year 3 P.001945	100,000	0	100,000	100,000	0
Pines MS - School Choice Enhancement Project - Year 5 P.002547	100,000	0	100,000	99,996	4
South Plantation HS - School Choice Enhancement Project - Year 5 P.002490	100,000	(2)	99,998	99,558	440
Walter C. Young MS - School Choice Enhancement Project - Year 3 P.001961	100,000	0	100,000	100,000	0
New Renaissance MS - School Choice Enhancement Project - Year 5 P.002365	100,000	0	100,000	99,773	227
Cross Creek School - School Choice Enhancement Project - Year 5 P.002689	100,000	0	100,000	100,000	0
Country Hills ES - School Choice Enhancement Project - Year 5 P.002401	100,000	0	100,000	99,997	3
Discovery ES - School Choice Year 1 P.001769	100,000	0	100,000	100,000	0
Gulfstream Early Learning Center - School Choice Enhancement Project - Year 2 P.002360	100,000	(53,360)	46,640	39,441	7,199
Lake Forest ES - School Choice Enhancement Project - Year 3 P.002217	100,000	101	100,101	99,714	387
Lanier-James Education Center - School Choice Enhancement Project - Year 1 P.002025	100,000	0	100,000	97,416	2,584
Stirling ES - School Choice Enhancement Project - Year 3 P.001962	100,000	0	100,000	100,000	0

Exhibit F

SMART Program Project Financial Closeout
for the Month Ended December 31, 2023

School/Project	Original Budget	Approved Amendments	Current Budget	Final Expenditures	Savings
The Quest Center - School Choice Enhancement Project Year 1 P.001908	100,000	0	100,000	99,998	2
Lauderdale Manors Early Learning and Resource Center - School Choice Enhancement Project Year 1 P.001909	100,000	0	100,000	100,000	0
Sheridan Park ES - School Choice Enhancement Project - Year 5 P.002392	100,000	0	100,000	100,000	0
Sanders Park ES - School Choice Enhancement P.002901	100,000	0	100,000	99,986	14
Endeavour Primary Learning Center ES - School Choice Enhancement Project - Year 5 P.002468	100,000	(116)	99,884	99,884	0
Northeast HS - School Choice Year 1 P.001758	100,000	0	100,000	99,661	339
Seminole MS - School Choice Enhancement Project - Year 4 P.002234	100,000	0	100,000	99,887	113
Sub-Total SMART School Choice Projects Savings					**$12,371**
			Total Savings Returned to SMART Program Reserve:		**$2,248,230**

DEFP Projects Financial Closeout
for the Month Ended November 30, 2023

Renovation Projects

School/Project	Original Budget	Approved Amendments	Current Budget	Final Expenditures	Savings
Atlantic Technical College & HS - Rplc Front Canopy P.001490	$ 405,000	$ -	$ 405,000	$ 389,891	$ 15,109
Atlantic Technical College, Arthur Ashe, Jr. Campus - Remode & Re P.001554	48,000	0	48,000	39,696	8,304
Atlantic West ES - Safety / Ventilation P.001058	52,197	0	52,197	45,170	7,027
Blanche Ely HS - Bldg 4 Reroof / Demo of Buildings P.001385	672,616	0	672,616	672,616	0
Bright Horizons CT - Pool Renovations P.000152	252,771	0	252,771	62,240	190,531
Chapel Trail ES - Install Wheelchair lift P.000830	12,214	0	12,214	1,036	11,178
Coconut Creek ES - Safety/ Ventilation P.000947	50,000	0	50,000	29,474	20,526
Coral Park ES - HVAC Project P.001602	3,473,621	0	3,473,621	3,291,391	182,230
Country Hills ES - ADA Stage Lift P.000928	102,310	0	102,310	70,351	31,959
Dr. Martin Luther King Jr. Montessori Academy - Fire Hydrant P.001439	45,615	0	45,615	40,735	4,880
Flamingo ES - Roof Replac Bldg 1 - B,C,D,E P.001618	730,000	0	730,000	691,159	38,841
Fort Lauderdale HS - Phase Rplcmt Ph 3 P.000687	2,621,528	0	2,621,528	2,621,528	0
Gator Run ES - Covered Walkways at Portables P.001210	1,938,000	(230,400)	1,707,600	1,456,658	250,942
Griffin ES - Provide Emergency Generator P.000511	334,935	0	334,935	152,205	182,730
Gulfstream Early Learning Center - ADA Wheelchair Lift P.001079	48,492	0	48,492	37,015	11,477
Heron Heights ES - Modular Classrooms P.001629	1,035,694	0	1,035,694	1,035,694	0
Hollywood Hills HS - Safety/Ventilation P.000991	50,000	0	50,000	47,379	2,621
James S. Rickards MS - Building 2 & 5 Life Safety Systems P.002701	990,250	0	990,250	869,132	121,118
James S. Rickards MS - Demolition of Building 1 P.002703	1,250,000	0	1,250,000	839,596	410,404
Lakeside ES - Safety/Ventilation P.001466	50,000	0	50,000	35,880	14,120

Exhibit G

DEFP Projects Financial Closeout
for the Month Ended November 30, 2023

School/Project	Original Budget	Approved Amendments	Current Budget	Final Expenditures	Savings
Lyons Creek MS - Pedestrian Bridge & Acc P.001341	90,502	0	90,502	52,447	38,055
McArthur HS - New Aluminum Canopies P.001465	212,265	0	212,265	197,546	14,719
McArthur HS - Rplc Admin AC Units P.001464	255,656	0	255,656	255,656	0
Nob Hill ES - Restroom Renovations P.000463	91,612	0	91,612	71,924	19,688
North Fork ES - Provide Sanitary Sewer P.001457	250,000	0	250,000	203,603	46,397
Park Trails ES - Provide Modular Classrooms P.001608	1,010,867	0	1,010,867	979,107	31,760
Plantation HS - Re-Roof Building #12 P.001548	40,500	0	40,500	38,078	2,422
Plantation HS-Shade Structure Dining Area P.001630	272,883	51,610	324,493	320,170	4,323
Riverglades ES - City of Parkland Addition P.001685	7,724,000	0	7,724,000	6,353,670	1,370,330
Riverglades ES - Tile Roof Replacement P.001442	71,425	0	71,425	18,819	52,606
Riverside ES-Accident Roof Repair P.001476	35,000	0	35,000	22,471	12,529
Stranahan HS - Pool Repairs P.001677	583,400	1,336,990	1,920,390	1,883,090	37,300
Twin Lakes Trans - Replace Oil Tank P.001594	34,750	0	34,750	34,750	0
Watkins ES - Safety/ Ventilation P.001469	50,000	0	50,000	38,000	12,000
Westglades MS - Covered Walkways & Relocate 3 Portables P.001814	847,000	450,000	1,297,000	1,272,800	24,200
Whispering Pines Education Center - ADA RR & Vis P.000341	566,466	0	566,466	126,303	440,163

Total Savings Returned to Unallocated Reserve: $3,610,489

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	JJ. Capital Program
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **Change Order #1 - Indian Trace ES**

REQUESTED ACTION: **Approve deductive Change Order #1 in the amount of ($412,000.68) and no days added to the contract duration for Indian Trace Elementary School, Project No. P.001980, District 6.**

RATIONALE:

For the Requested Action(s), Background/History, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Change Order
- Approved COI Log
- Collaboration Form

FINANCIAL IMPACT:

($412,000.68) will be returned to the current project budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Deborah G. Czubkowski	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Deborah G. Czubkowski, Chief Facilities Officer

Signature

Deborah G. Czubkowski, Chief Facilities Officer

Electronic Signature

Form $4189 Revised 7/23

PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

EXHIBIT 1

For more information, please contact:
Deborah G. Czubkowski
Chief Facilities Officer
754-321-2659

EXECUTIVE SUMMARY
Change Order #1
H.A. Contracting Corp.
LIVS Associates, LLC
Indian Trace Elementary School, Weston
SMART Program Renovations
Project No. P.001980
ITB FY22-268

MASTER PROJECT SUMMARY

Total Project Budget

Construction Budget:	$	2,717,066
Soft Cost Budget:	$	812,934
(Design, FF&E, IT, Mgmt. Fees, etc.)		
Original D.E.F.P. Budget:	**$**	**3,530,000**
Approved Add. Funding:	$	6,722,100
(JJ-14, 06/14/22)		
New Funding Request:	$	0
Current Revised Budget:	**$**	**10,252,100**

Total Project Schedule Summary

-Notice to Proceed: 08/10/22

-Current Projected Substantial Completion Date: 10/01/24

-Current Projected Final Completion Date: 11/01/24

Change Order Analysis

Consultant Error	0.00%
Consultant Omission	0.00%
Owner's Request	-5.00%
Unforeseen	0.00%
Tax Savings from DOP	0.00%
Total	**-5.00%**

Requested Action:

Approve this deductive Change Order #1 in the amount of ($412,000.68) and no days added to the contract duration.

What would the impact be if the Board votes "yes" or "no" for this Board item?

If yes: The impact of this item, if approved, ensures that the funds are returned to the project budget.

If no: If this item is not approved, the funds will not be returned to the project budget.

Background/History:

The scope of work for the project includes fire alarm, HVAC improvements and building envelope improvements.

Construction Contract Summary:

ORIGINAL BASE CONTRACT:	$	8,242,000.00	635 Days
DIRECT OWNER PURCHASE(S):	$	(984,622.49)	0 Days
PREVIOUSLY APPROVED CO'S:	$	0.00	0 Days
CURRENT CO REQUEST:	$	(412,000.68)	0 Days
CURRENT REVISED CONTRACT:	**$**	**6,845,376.83**	**635 Days**

Status of Work:

Construction of the project is 41% complete.

Change Order Items:

Item #1 – (COI #7) Contractor Credit for Lightweight Concrete Installation: The Contractor is to provide a credit for the installation of lightweight concrete. Per roofing test report, all exisiting lightweight concrete is in good condition and does not need to be replaced. (Owner's Request – ($412,000.68); Add 0 Days)

Action Plan:

This change order has been reviewed for entitlement by AECOM, cost by Atkins and received a recommendation for approval by the Change Order Review Panel (CORP).

Future requests from the Contractor for additional time, which are supported by a Time Impact Analysis (TIA), shall be analyzed by an Independent Claims Analyst Forensic Scheduler, and if acceptable shall be presented to the Board for consideration of approval at a future Board Meeting.

Measurable Outcome(s)/Return on Investment:
The approval of this item ensures that the funds are returned to the project budget.

Financial Impact:
A credit in the amount of ($412,000.68) will remain in the current project budget.

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

EXHIBIT 2

(754) 321-1500

Document 01250g (00 63 63)-Construction Change Order-Item # 07

Facility Name:	Indian Trace Elementary School	Date:	07.26.2023
Project Name:	Indian Trace ES - SMART Program Renovations	Project #	P.001980
Location No:	3181		
Contractor:	H.A. CONTRACTING CORP. 9500 N.W. 12 STREET - BAY 1 MIAMI,Florida 33172	Reference Letter Dated:	

Description of Change:
Provide credit for the light weight concrete installation.

Attachments:

Reason For Change:
Per subcontractor roofing test reporting, all existing LWIC is in good condition and does not need to be replaced.

Summary:

Total Credits and/or Added Costs:	Add:	
	Deduct:	$412,000.68
The Contract Time will remain unchanged.		0 Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended	Accepted	Reviewed and Concurred
Terrell Washington 11.15.2023	Kristina McHugh 11.16.2023	Scott Johnson 11.17.2023
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Terrell Washington	Kristina McHugh	Scott Johnson
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
LIVS ASSOCIATES, LLC	H.A. CONTRACTING CORP.	AECOM
Project Consultant's Firm Name	Contractor's Firm Name	The School Board of Broward County, FL

Consultant Concurs with Categorization:
☒ Yes ☐No

FOR OFFICE USE ONLY

Direct Owner Purchase (DOP)

☒Owner's Request ☐Unforeseen ☐Consultant Error ☐Consultant Omission ☐Direct Owner Purchase ☐Tax Savings

EXHIBIT 3

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Change Order #1
H.A. CONTRACTING CORP.
Indian Trace Elementary School
P.001980

School Board Meeting: 01.23.2024

The financial impact of this item is ($412,000.68)

This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2023).

There is no impact to the project budget

Department Name	Department Head
Capital Budget	Omar Shim, Director

Omar Shim - 12/11/2023
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	JJ. Capital Program
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-2.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **Change Order #1 - South Plantation HS**

REQUESTED ACTION: **Approve Change Order #1 in the amount of $76,038 and no days added to the contract duration for South Plantation High School, Project No. P.002090, District 6.**

RATIONALE:

For the Requested Action(s), Background/History, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Change Order
- Approved COI Log
- Collaboration Form

FINANCIAL IMPACT:

$76,038 additional spending authority funded from the current project budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Deborah G. Czubkowski	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Deborah G. Czubkowski, Chief Facilities Officer

Signature

Deborah G. Czubkowski, Chief Facilities Officer

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23

PBL/VSW

EXHIBIT 1

For more information, please contact:
Deborah G. Czubkowski
Chief Facilities Officer
754-321-2659

EXECUTIVE SUMMARY
Change Order #1
LEGO Construction Co.
RGD & Associates, Inc.
South Plantation High School, Plantation
SMART Program Renovations
Project No. P.002090
ITB FY22-258

MASTER PROJECT SUMMARY

Total Project Budget

Construction Budget:	$	1,910,402
Soft Cost Budget:	$	1,012,598
(Design, FF&E, IT, Mgmt. Fees, etc.)		
Original D.E.F.P. Budget:	**$**	**2,923,000**
Approved Add. Funding:	$	4,952,714
(JJ-22, 05/17/22)		
New Funding Request:	$	0
Current Revised Budget:	**$**	**7,875,714**

Total Project Schedule Summary

-Notice to Proceed: 08/08/22

-Current Projected Substantial Completion Date: 10/17/24

-Current Projected Final Completion Date: 11/17/24

Change Order Analysis

Consultant Error	0.00%
Consultant Omission	1.43%
Owner's Request	0.00%
Unforeseen	0.47%
Tax Savings from DOP	0.00%
Total	**1.90%**

Requested Action:

Approve this Change Order #1 in the amount of $76,038 and no days added to the contract duration.

What would the impact be if the Board votes "yes" or "no" for this Board item?

If yes: The impact of this item, if approved, ensures the replacement of code required transformers and panelboards.

If no: A delay in the approval of this item could further delay the completion of the capital project.

Background/History:

The scope of work for the project includes fire sprinklers, electrical improvements, media center improvements, HVAC improvements, STEM lab improvements and building envelope improvements.

Construction Contract Summary:

ORIGINAL BASE CONTRACT:	$	5,916,870.00	801 Days
DIRECT OWNER PURCHASE(S):	$	(388,329.00)	0 Days
PREVIOUSLY APPROVED CO'S:	$	36,575.00	0 Days
CURRENT CO REQUEST:	$	76,038.00	0 Days
CURRENT REVISED CONTRACT:	**$**	**5,641,154.00**	**801 Days**

Status of Work:

Construction of the project is 72% complete.

Change Order Items:

Item #1 – (COI #7) Replacement of Transformers and Panelboards in Buildings 1, 2 and 6: The original bid drawings called for the replacement of the existing panelboards and transformers. However, due to the larger dimensions of the new equipment, a decision was made to relocate the new transformers and panelboards to meet the clearance requirements, and thereby optimizing safety and functionality. Therefore, the Contractor is to provide labor, material, and equipment to relocate transformers and panelboards. (Consultant Omission – $76,038; Add 0 Days)

Action Plan:
This change order has been reviewed for entitlement by AECOM and cost by Atkins and received a recommendation for approval from the Change Order Review Panel (CORP).

Future requests from the Contractor for additional time, which are supported by a Time Impact Analysis (TIA), shall be analyzed by an Independent Claims Analyst Forensic Scheduler, and if acceptable shall be presented to the Board for consideration of approval at a future Board Meeting.

Measurable Outcome(s)/Return on Investment:
The approval of this item ensures that the transformers and panelboards are installed per code requirement.

Financial Impact:
The financial impact of this item is $76,038 and will be funded from the current project budget.

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

EXHIBIT 2

(754) 321-1500

Document 01250g (00 63 63)-Construction Change Order-Item # 07

Facility Name:	South Plantation High School	Date:	10.25.2023
Project Name:	South Plantation HS - SMART Program Renovations	Project #	P.002090
Location No:	2351		
Contractor:	LEGO CONSTRUCTION CO. 1011 SUNNYBROOK AVE - STE #905 MIAMI,FL 33136	Reference Letter Dated:	

Description of Change:
The original bid drawings depict the replacement of several transformers and panelboards throughout the school, to be installed at the same location as the existing. ASI 2 relocated most of the panelboards and transformers.

Attachments: _____

Reason For Change:
RFI #8 was submitted on 11/16/22 concerning the clearances within electrical rooms for the transformers and panelboards. Per the EOR response on 01/12/23, an upcoming Electrical ASI would address the clearance issues. ASI 2 issued on 02/15/23 changed the location of most panelboards and transformers.

Summary:

Total Credits and/or Added Costs:	Add:	$76,038.00
	Deduct:	
The Contract Time will remain unchanged.		0 Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended	Accepted	Reviewed and Concurred
Omar Ramirez 11.06.2023	Silvana Lopez 11.06.2023	Maxim Liubenco 11.06.2023
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Omar Ramirez	Silvana Lopez	Maxim Liubenco
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
RGD & ASSOCIATES, INC.	LEGO CONSTRUCTION CO.	AECOM
Project Consultant's Firm Name	Contractor's Firm Name	The School Board of Broward County, FL

Consultant Concurs with Categorization:
☐ Yes ☒ No

FOR OFFICE USE ONLY

Direct Owner Purchase (DOP)

☐Owner's Request ☐Unforeseen ☐Consultant Error ☒Consultant Omission ☐Direct Owner Purchase ☐Tax Savings

EXHIBIT 3

Approved Change Order Item Log

Project Number	Project Name	Item #	Approved Date	Change Order Amount	Days Extended	Percent Change	Contractor	Reason	Description	Original Contract Amount	Actual Start
Superintendent CO 1				**$ 17,519.00**	**0**	**0.30%**					
P.002090	South Plantation HS - SMART Program Renovations	6	09.06.2023	$ 8,872.00	0	0.15%	LEGO Construction Co	Unforeseen Condition	Provide additional labor and materials to install neutral bars in electrical panels and receptacles. Furnish and install gray isolated ground receptacles instead of the standard gray faceplate for Building 1, room no. 158.	$ 5,916,870.00	08.08.2022
P.002090	South Plantation HS - SMART Program Renovations	8	09.06.2023	$ 8,647.00	0	0.15%	LEGO Construction Co	Consultant Omission	Additional labor and materials to add urinal partitions to boy's restrooms 143 and 206 in Building 1.	$ 5,916,870.00	08.08.2022
Superintendent CO 2				**$ 19,056.00**	**0**	**0.32%**					
P.002090	South Plantation HS - SMART Program Renovations	11	09.27.2023	$ 19,056.00	0	0.32%	LEGO Construction Co	Unforeseen Condition	Provide labor and materials to perform moisture mitigation in Building 6 prior to the installation of the new flooring.	$ 5,916,870.00	08.08.2022
Change Order: 1				**$ 76,038.00**	**0**	**1.29%**					
P.002090	South Plantation HS - SMART Program Renovations	7	Pending Board Approval	$ 76,038.00	0	1.29%	LEGO Construction Co	Consultant Omission	The original bid drawings called for the replacement of the existing panelboards and transformers. However, due to the larger dimensions of the new equipment, a decision was made to relocate the new transformers and panelboards to meet the clearance requirements, and thereby optimizing safety and functionality. Therefore, the Contractor is to provide labor, material, and equipment to relocate transformers and panelboards.	$ 5,916,870.00	08.08.2022
Grand Totals:				**$ 112,613.00**	**0**	**1.90%**					

EXHIBIT 4

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Change Order #1
LEGO CONSTRUCTION CO.
South Plantation High School
P.002090

School Board Meeting: 01.23.2024

The financial impact of this item is $76,038.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2023).

There is no impact to the project budget

Department Name	Department Head
Capital Budget	Omar Shim, Director

Omar Shim - 12/20/2023
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	JJ. Capital Program
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-3.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **Change Order #2 - Nob Hill ES**

REQUESTED ACTION: **Approve Change Order #2 in the amount of $8,114.75 and no days added to the contract duration for Nob Hill Elementary School, Project No. P.002112, District 6.**

RATIONALE:

For the Requested Action(s), Background/History, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Change Order
- Approved COI Log
- Collaboration Form

FINANCIAL IMPACT:

$8,114.75 additional spending authority funded from the current project budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Deborah G. Czubkowski	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Deborah G. Czubkowski, Chief Facilities Officer

Signature

Deborah G. Czubkowski, Chief Facilities Officer

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23

PBL/VSW

EXHIBIT 1

For more information, please contact:
Deborah G. Czubkowski
Chief Facilities Officer
754-321-2659

EXECUTIVE SUMMARY
Change Order #2
A.C.T. Services, Inc.
The Tamara Peacock Company Architects of Florida, Inc.
Nob Hill Elementary School, Sunrise
SMART Program Renovations
Project No. P.002112
ITB FY19-086C

MASTER PROJECT SUMMARY

Total Project Budget

Construction Budget:	$	1,425,241
Soft Cost Budget:	$	433,759
(Design, FF&E, IT, Mgmt. Fees, etc.)		
Original D.E.F.P. Budget:	**$**	**1,859,000**
Approved Add. Funding:	$	891,000
(Item 5, 06/22/21)		
New Funding Request:	$	0
Current Revised Budget:	**$**	**2,750,000**

Total Project Schedule Summary

-Notice to Proceed: 09/28/21

-Current Planned Substantial Completion: 08/31/24

-Current Planned Final Completion: 10/01/24

Change Order Analysis

Consultant Error	0.00%
Consultant Omission	0.00%
Owner's Request	0.00%
Unforeseen	6.51%
Tax Savings from DOP	0.00%
Total	6.51%

Requested Action:
Approve this Change Order #2 in the amount of $8,114.75 and no days added to the contract duration.

What would the impact be if the Board votes "yes" or "no" for this Board item?

If yes: The impact of this item if approved, ensures the completion of the scope of work.

If no: If this item is not approved, completion of the project will be delayed.

Background/History:
The scope of work for this project includes fire alarm, fire sprinklers, building envelope improvements, electrical improvements, media center improvements, and HVAC improvements.

Construction Contract Summary

ORIGINAL BASE CONTRACT:	$ 2,050,000.00	/ 467 Days
DIRECT OWNER PURCHASE(S):	$ (235,119.49)	/ 0 Days
PREVIOUSLY APPROVED CO'S:	$ 125,274.83	/ 0 Days
CURRENT CO REQUEST:	$ 8,114.75	/ 0 Days
CURRENT REVISED CONTRACT:	**$ 1,948,270.09**	**/ 467 Days**

Status of Work:
Construction of the project is 83% complete.

Change Order Items:
Item #1 - (COI #4) Installation of Moisture Barrier in Media Center: During construction, a moisture test revealed that the moisture level in the concrete slab beneath the media center floor is too high, and a barrier between the concrete and the floor is required to be compliant with SBBC design specifications. Therefore, the Contractor is to provide labor, material, and equipment to install a moisture barrier in the media center. (Unforeseen - $8,114.75; Add 0 Days)

Action Plan:
This change order has been reviewed for entitlement and cost by AECOM and received a recommendation for approval from the Change Order Review Panel (CORP).

Future requests from the Contractor for additional time, which are supported by a Time Impact Analysis (TIA), shall be analyzed by an Independent Claims Analyst Forensic Scheduler, and if acceptable shall be presented to the Board for consideration of approval at a future Board Meeting.

Measurable Outcome(s)/return on Investment:
The approval of this item ensures the installation of a compliant moisture barrier in the Media Center.

Financial Impact:
The financial impact of this item is $8,114.75 and will be funded from the current project budget.

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

EXHIBIT 2

(754) 321-1500

Document 01250g (00 63 63)-Construction Change Order-Item # 04

Facility Name: Nob Hill Elementary School
Date: 11.08.2023
Project Name: Nob Hill ES - SMART Program Renovations
Project # P.002112
Location No: 2671
Contractor: A. C. T. SERVICES, INC.
6157 NW 167TH STREET - STE F1
HIALEAH,FL 33015
Reference Letter Dated:

Description of Change:
Provide moisture barrier at Media Center floor

Attachments:

Reason For Change:
Test revealed that moisture in slab was too high and moisture barrier needs to be installed to be compliant with the specifications.

Summary:
Total Credits and/or Added Costs: Add: $8,114.75
Deduct:
The Contract Time will remain unchanged. Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended	Accepted	Reviewed and Concurred
Cristin Peacock 11.15.2023	Derrick Golding 11.15.2023	Scott Johnson 11.16.2023
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Cristin Peacock	Derrick Golding	Scott Johnson
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
THE TAMARA PEACOCK COMPANY ARCHITECTS OF FLORIDA, INC.	A. C. T. SERVICES, INC.	AECOM
Project Consultant's Firm Name	Contractor's Firm Name	The School Board of Broward County, FL

Consultant Concurs with Categorization:
☒ Yes ☐No

FOR OFFICE USE ONLY

Direct Owner Purchase (DOP)

☐Owner's Request ☒Unforeseen ☐Consultant Error ☐Consultant Omission ☐Direct Owner Purchase ☐Tax Savings

EXHIBIT 3

Approved Change Order Item Log

Project Number	Project Name	Item #	Approved Date	Change Order Amount	Days Extended	Percent Change	Contractor	Reason	Description	Original Contract Amount	Actual Start
Change Order: 1				**$ 125,274.83**	**0**	**6.11%**					
P.002112	Nob Hill ES - SMART Program Renovations	2	08.08.2023	$ 125,274.83	0	6.11%	A.C.T. Services, Inc.	Unforeseen	During construction, it was discovered that the existing metal deck was deteriorated. Therefore, the Contractor is to provide labor, material, and equipment to remove and replace the metal deck at Building 1, including the addition of shelf angles.	$ 2,050,000.00	09.28.2021
Change Order: 2				**$ 8,114.75**	**0**	**0.40%**					
P.002112	Nob Hill ES - SMART Program Renovations	4	Pending Board Approval	$ 8,114.75	0	0.40%	A.C.T. Services, Inc.	Unforeseen	During construction, a moisture test revealed that moisture in the slab was too high and a moisture barrer is required to be complaint with SBBC design specifications. Therefore, the Contractor is to provide labor, material and equipment to install a moisture barrier in the media center.	$ 2,050,000.00	09.28.2021
Grand Totals:				**$ 133,389.58**	**0**	**6.51%**					

EXHIBIT 4

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Change Order #2
A. C. T. SERVICES, INC.
Nob Hill Elementary School
P.002112

School Board Meeting: 01.23.2024

The financial impact of this item is $8,114.75

This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2023).

There is no impact to the project budget

Department Name	Department Head
Capital Budget	Omar Shim, Director

Omar Shim - 12/11/2023
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	JJ. Capital Program
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-4.
Consent or Open Item:	Open
Special Order:	YES
Time for Special Order:	

TITLE: **Change Order #2 and Additional Funding - North Side ES**

REQUESTED ACTION: **Approve Change Order #2 and additional funding in the amount of $5,584 for North Side Elementary School, Project No. P.001992, District 3.**

RATIONALE:

For the Requested Action(s), Background/History, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Change Order
- Approved COI Log
- Collaboration Form

FINANCIAL IMPACT:

$5,584 change order requiring additional funding from the Capital Projects Reserve, increasing the project budget from $3,488,630 to $3,494,214.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Deborah G. Czubkowski	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Deborah G. Czubkowski, Chief Facilities Officer

Signature

Deborah G. Czubkowski, Chief Facilities Officer

Electronic Signature

Form $4189 Revised 7/23

PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

EXHIBIT 1

For more information, please contact:
Deborah Czubkowski
Chief Facilities Officer
754-321-2659

EXECUTIVE SUMMARY
Change Order #2
OAC Action Construction Corp.
ACAI Associates, Inc.
North Side Elementary School, Fort Lauderdale
SMART Program Renovations
Project No. P.001992
ITB 19-119C

MASTER PROJECT SUMMARY

Total Project Budget

Construction Budget:	$	1,307,094
Soft Cost Budget:	$	388,906
(Design, FF&E, IT, Mgmt. Fees, etc.)		
Original D.E.F.P. Budget:	**$**	**1,696,000**
Approved Add. Funding:	$	1,792,630
(JJ-4, 04/09/19); (JJ-4, 10/17/23)		
New Funding Request:	$	5,584
Current Revised Budget:	**$**	**3,494,214**

Total Project Schedule Summary

-Notice to Proceed: 05/16/19

-Current Projected Substantial Completion Date: 05/06/24

-Current Projected Final Completion Date: 06/06/24

Change Order Analysis

Consultant Error	1.13%
Consultant Omission	0.00%
Owner's Request	0.20%
Unforeseen	0.38%
Tax Savings from DOP	0.00%
Total	**1.70%**

Requested Action:
Approve Change Order #2 and additional funding in the amount of $5,584 and no days added to the contract duration.

What would the impact be if the Board votes "yes" or "no" for this Board item?

If yes: The impact of this item, if approved, ensures the completion of the scope of work.

If no: If this item is not approved, this work will not be able to move forward.

Background/History:
The scope of work for the project includes building envelope improvements and HVAC improvements.

Construction Contract Summary:

ORIGINAL BASE CONTRACT:	$	2,825,072.35	365 Days
DIRECT OWNER PURCHASE(S):	$	0.00	0 Days
PREVIOUSLY APPROVED CO'S:	$	42,563.00	0 Days
CURRENT CO REQUEST:	$	5,584.00	0 Days
CURRENT REVISED CONTRACT:	**$**	**2,873,219.35**	**365 Days**

Status of Work:
Construction of the project is 94% complete.

Change Order Items:
Item #1 – (COI #12) Installation of Face and Bypass in Buildings 2 & 8 (Classrooms): The original design intent for the spaces served by the air handler units in Buildings 2 and 8, was based on a single zone variable air volume system with variable frequency drives (VFD). That means the system would keep the unit supply fans operating at the lowest speed possible while maintaining the desired temperature and humidity. Owner has requested the replacement of the existing system with a constant air volume system which will supply airflow at a constant rate while the air temperature is varied to meet the thermal load of the space. (Owner's Request – $5,584; Add 0 Days)

Other Item:
Item #1 – Additional Funding Request: This change order item exceeds the available change order contingency in the project, therefore $5,584 is being requested. The project has fully depleted the change order contingency and any future change orders will require additional

Board approval.

Action Plan:
This change order has been reviewed for entitlement and cost by AECOM and received a recommendation for approval from the Change Order Review Panel (CORP).

Future requests from the Contractor for additional time, which are supported by a Time Impact Analysis (TIA), shall be analyzed by an Independent Claims Analyst Forensic Scheduler, and if acceptable shall be presented to the Board for consideration of approval at a future Board meeting.

Measurable Outcome(s)/Return on Investment:
Approval of this item ensures that a face and by-pass delivery to the existing AHUs in lieu of VFDs at the request of the District's Mechanical engineer.

Financial Impact:
The financial impact of this item is $5,584 will be funded from Capital Projects Reserve. This increases the project budget from $3,488,630 to $3,494,214.

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

EXHIBIT 2

(754) 321-1500

Document 01250g (00 63 63)-Construction Change Order-Item # 12

Facility Name:	North Side Elementary School	Date:	11.08.2023
Project Name:	North Side ES - SMART Program Renovations	Project #	P.001992
Location No:	0041		
Contractor:	OAC ACTION CONSTRUCTION CORP. 11980 SW 144TH CRT - SUITE 101 MIAMI,FL 33186	Reference Letter Dated:	

Description of Change:
Labor, equipment, and materials for Face and Bypass in lieu of VFD's.

Attachments: _____

Reason For Change:
Owner request by the SBBC's Mechanical Engineer and approved under ASI-1.

Summary:
Total Credits and/or Added Costs: Add: $5,584.00
Deduct:
The Contract Time will remain unchanged. 0 Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended	Accepted	Reviewed and Concurred
Noel Ogunbunmi 11.21.2023	Ivan Rojas 11.27.2023	Steve Starke 11.27.2023
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Noel Ogunbunmi	Ivan Rojas	Steve Starke
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
ACAI ASSOCIATES, INC.	OAC ACTION CONSTRUCTION CORP.	AECOM
Project Consultant's Firm Name	Contractor's Firm Name	The School Board of Broward County, FL

Consultant Concurs with Categorization:
☒ Yes ☐ No

FOR OFFICE USE ONLY

Direct Owner Purchase (DOP)

☒Owner's Request ☐Unforeseen ☐Consultant Error ☐Consultant Omission ☐Direct Owner Purchase ☐Tax Savings

EXHIBIT 3

Approved Change Order Item Log

Project Number	Project Name	Item #	Approved Date	Change Order Amount	Days Extended	Percent Change	Contractor	Reason	Description	Original Contract Amount	Actual Start
Superintendent Letter CO-2				**$ 10,739.00**	**0**	**0.38%**					
P.001992	North Side ES - SMART Program Renovations	2	06.14.2023	$ 10,739.00	0	0.38%	OAC Action Construction Corp.	Unforeseen	Existing wood trusses needed to be reinforced since, during the structural inspection the team discovered that the roof trusses in the attic, adjacent to the new installed UV's, had been cut during a previous installation by others. RFI#17 was issued with a complete report to resolve this unforeseen condition. Contractor to reinforce existing wood trusses as per details provided on ASI #5.	$ 2,825,072.35	05.16.2019
Change Order: 1				**$ 31,824.00**	**0**	**1.13%**					
P.001992	North Side ES - SMART Program Renovations	4	10.17.2023	$ 31,824.00	0	1.13%	OAC Action Construction Corp.	Consultant Error	During Construction, it was advised that the VFDs located outside next to the chilled should be relocated indoors. Therefore, the Contractor is to provide labor, material, and equipment, to relocate VFDs inside mechanical room and install new junction boxes and disconnects.	$ 2,825,072.35	05.16.2019
Change Order: 2				**$ 5,584.00**	**0**	**0.20%**					
P.001992	North Side ES - SMART Program Renovations	12	Pending Board Approval	$ 5,584.00	0	0.20%	OAC Action Construction Corp.	Owner's Request	The original design intent for the spaces served by the air handler units in Building 2 (AHU 2-2) and Building 8 (AHU 8-1), was based on a single zone variable air volume system with variable frequency drives (VFD). That means the system would keep the unit supply fans operating at the lowest speed possible while maintaining the desired temperature and humidity, as the VFD controls the amount of airflow provided to the space. Owner has requested the replacement of the existing system with a constant air volume system with face and bypass dampers which will supply airflow at a constant rate while the air temperature is varied to meet the thermal load of the space. Therefore, Contractor will provide additional, equipment, and materials to convert the 2 air handler units and add 2 ATL starters in lieu of VFDs	$ 2,825,072.35	05.16.2019
Grand Totals:				**$ 48,147.00**	**0**	**1.70%**					

EXHIBIT 4

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Change Order #2
OAC ACTION CONSTRUCTION CORP.
North Side Elementary School
P.001992

School Board Meeting: 01.23.2024

The financial impact of this item is $5,584.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2023).

There is an additional impact to the project budget

Funds in the amount of $5,584.00 will come from the Capital Projects Reserve. This changes the project from $3,488,630.00 to $3,494,214.00

Department Name	Department Head
Capital Budget	Omar Shim, Director
	Omar Shim - 12/11/2023
	Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	JJ. Capital Program
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-5.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **Change Order #5 - Silver Trail MS**

REQUESTED ACTION: **Approve Change Order #5 granting 156 additional days to the contract duration for Silver Trail Middle School, Project No. P.001406, District 2.**

RATIONALE:

For the Requested Action(s), Background/History, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Change Order
- Time Impact Analysis (TIA)
- Approved COI Log
- Collaboration Form
- JJ-5 Response

FINANCIAL IMPACT:

There is no financial impact to the current project budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Deborah G. Czubkowski	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Deborah G. Czubkowski, Chief Facilities Officer

Signature

Deborah G. Czubkowski, Chief Facilities Officer

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23

PBL/VSW

EXHIBIT 1

For more information, please contact:
Deborah G. Czubkowski
Chief Facilities Officer
754-321-2659

EXECUTIVE SUMMARY
Change Order #5
CB Constructors, Inc.
Nyarko Architectural Group, Inc.
Silver Trail Middle School, Pembroke Pines
SMART Program Renovations
Project No. P.001406
ITB 18-161C

MASTER PROJECT SUMMARY

Total Project Budget

Construction Budget:	$	3,659,410
Soft Cost Budget: (Design, FF&E, IT, Mgmt. Fees, etc.)	$	762,590
Original D.E.F.P. Budget:	**$**	**4,422,000**
Approved Add. Funding: (JJ-2, 07/24/18)	$	1,781,150
New Funding Request:	$	0
Current Revised Budget:	**$**	**6,203,150**

Total Project Schedule Summary

-Notice to Proceed: 09/04/18

-Actual Substantial Completion Date: 06/30/21

-Actual Final Completion Date: 06/17/22

Change Order Analysis

Consultant Error	0.05%
Consultant Omission	0.35%
Owner's Request	-0.37%
Unforeseen	0.53%
Tax Savings from DOP	0.00%
Total	**0.56%**

Requested Action:
Approve this Change Order #5 adding 156 days to the contract duration.

What would the impact be if the Board votes "yes" or "no" for this Board item?

If yes: The impact of this item, if approved, will revise the Contractual Substantial Completion date to February 24, 2020. The Contractor has submitted an additional claim for time delays which is under review.

If no: If this item is not approved, the Contractor will be unfairly assessed for delays to the project that were outside its control.

Background/History:
The scope of work for the project includes HVAC improvements and building envelope improvement.

Construction Contract Summary:

ORIGINAL BASE CONTRACT:	$	4,876,455.00	382 Days
DIRECT OWNER PURCHASE(S):	$	(481,200.00)	0 Days
PREVIOUSLY APPROVED CO'S:	$	27,259.00	0 Days
CURRENT CO REQUEST:	$	0.00	156 Days
CURRENT REVISED CONTRACT:	**$**	**4,422,514.00**	**538 Days**

Status of Work:
This project is in the closeout phase.

Change Order Items:
Item #1 – (COI #11) Request for Time Extension: The Contractor submitted a time extension of 156 days for delays associated with parapet repair and damper replacement which were noted as unforeseeable conditions. (Unforeseen – $0; Add 156 Days)

Action Plan:
This change order has been reviewed for entitlement by AECOM and received a recommendation for approval from the Change Order Review Panel (CORP).

The request for additional time is supported by a Time Impact Analysis (TIA), which has been analyzed and recommended for approval by an Independent Claims Analyst Forensic Scheduler. See Exhibit 3 – Time Impact Analysis (TIA).

Measurable Outcome(s)/Return on Investment:
Approval of this item revises the Contractual Substantial Completion date to February 24, 2020.

Financial Impact:
There is no financial impact to the current project budget.

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

EXHIBIT 2

(754) 321-1500

Document 01250g (00 63 63)-Construction Change Order-Item # 011

Facility Name: Silver Trail Middle School
Date: 10.18.2023
Project Name: Silver Trail MS - SMART GOB Renovations
Project # P.001406
Location No: 3331
Contractor: CB CONSTRUCTORS, INC.
2251 BLOUNT RD
POMPANO BEACH,FL 33069
Reference Letter Dated:

Description of Change:
Time Extension

Attachments:

Reason For Change:
Time Extension due to the following Delay Events: Parapet Change, Damper Replacement

Summary:
Total Credits and/or Added Costs: Add: $0.00
Deduct:
The Contract Time will 156 Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended	Accepted	Reviewed and Concurred
Max Borgen 10.09.2023	Charlene Faber 10.09.2023	Natacha Brea 10.09.2023
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Max Borgen	Charlene Faber	Natacha Brea
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
NYARKO ARCHITECTURAL GROUP, INC.	CB CONSTRUCTORS, INC.	AECOM
Project Consultant's Firm Name	Contractor's Firm Name	The School Board of Broward County, FL

Consultant Concurs with Categorization:
☒ Yes ☐No

FOR OFFICE USE ONLY

Direct Owner Purchase (DOP)

☐Owner's Request ☒Unforeseen ☐Consultant Error ☐Consultant Omission ☐Direct Owner Purchase ☐Tax Savings

EXHIBIT 3

AECOM

Established 1915

BROWARD County Public Schools

Time Impact – Independent Validation Analysis

Project: P.001406, Silver Trail Middle School

Ref: 01 32 16 Construction Schedule Critical Path Method
Contractor Change Order Request 11 (CHNG-11)

Project Reference: Silver Trail Middle School
Project Number: P.001406

June 8, 2023

Prepared for:
Broward County Public Schools

Prepared by:
Ibrahim Haider AECOM
cc: PPM Project Controls Group East Region

Delivering a better world

Quality Information

Prepared by	Checked by	Verified by
Ibrahim Haider Project Controls Analyst IV	Georgia Aguila Sr. Project Controls Manager	Katherine Marois Project Controls Director

Revision History

Revision	Revision date	Details
00	06/08/2023	Initial Findings Report

Table of Contents

1. Introduction 3
2. Executive Summary 3
3. Recommendation 5
4. Project Background 6
5. Quantitative Analysis 6
6. Qualitative Analysis 13
7. Responsibility Matrix 14

This review is intended to be in accordance with specification section 01 32 16 Construction Schedule Critical Path Method-CPM and section 01 26 00 Change Modification Procedures of the contract documents. This review does not include verification of compliance with contractual instruments or any other management operations related Change modification procedures. This review is not intended in any way to conflict with or misconstrue the program's management or contractual instruments or processes for settling cost or time changes. This review does not include verification of the program's change modification procedures. The findings, data, and recommendation contained in this review letter does not include or guarantee compliance with any local or international building code, or any validation that any referenced design is compliant with any engineering or architectural standards (building, structural, roofing, electrical, mechanical, plumbing, or any other construction discipline); this is the responsibility of the Owner and Authorities Having Jurisdiction. Any project delays, past, concurrent to, or future, other than the subject delay being reviewed herein, reflected in the Contractor's construction schedule are not approved or accepted as a result of comments or the recommendations contained throughout this review document. This review is intended to be independent in methodology and based on industry recommended practices for Time Impact Analysis, while also in orchestration with the stipulations and objectives of the above referenced program. AECOM notes that the analysis and report is quantitative in approach, not qualitative. Thus, any anecdotal reasoning or information that is counter to or outside of AECOM's independent investigation, or counter to the recommendation contained herein, AECOM reserves the right to consider those at a later time.

Copyright © 2023 by AECOM

All rights reserved. No part of this copyrighted work may be reproduced, distributed, or transmitted in any form or by any means without the prior written permission of AECOM.

Contractor: CB CONSTRUCTORS INC A/E: NYARKO ARCHITECTURAL GROUP INC	Owner: Broward County Public Schools
Date of Review: 25-May-2023	Project Number: P.001406 Project NTP Date: 04-Sep-2018
.XER File(s) Submitted: STM-2019.xer STM-2019-wImpacts.xer	Contract Duration: 382 CDs Original Contract SC Date: 21-Sep-19 Approved Time Extensions: (None)
	Report Subject: Forensic Schedule Delay Analysis

1. Introduction

1.1 All schedule activity names referenced in this review letter will be italicized. Related project documentation referenced throughout this review letter will be italicized.

1.2 Definitions: The term “longest-path” is defined as the interconnected chain of critical activities in which the total duration of that path is longer than any other path. For continuity of understanding across all present and forthcoming parties to view this document, the term “critical” will be used as the short form of the term “longest path”. The term “critical” is defined as activities having a total float equal to or less than zero (0) days. The term “unimpacted schedule” can be defined as the “base” schedule or latest Owner-accepted schedule prior to the start of the subject delay event. Where not elsewise differentiated, the term “days” will be used instead of calendar days or consecutive days for brevity. Schedule terminology contained throughout this review letter will use the above expressed definitions unless otherwise delineated. For the purposes of this report: “Excusable Delays” are defined as delays that are unforeseeable and beyond the control of the contractor. “Non-Excusable Delays” are defined as delays that are foreseeable or within the contractor's control.

1.3 Methodology: AECOM used a modified Method In Practice (MIP) 3.7. “Retrospective Time Impact Analysis (TIA)” methodology to validate the contractor’s TIA submission via independent analysis as described in AACE International Recommended Practice No. 52R-06. This method was slightly modified as it contains schedule activities that model the delay event both retrospectively (in the past) and prospectively (in the future) based on key assumptions discussed herein. This MIP was chosen as the “best fit” for the contractor’s submission since it utilized a contemporaneous to the delay event schedule file and performs a schedule analysis by adding a modeled event to an unimpacted schedule to measure project progress both pre and post impact. This method is used for projects which are on-going and thus provide a forward-looking perspective in near-real time context.

1.4 Files Reviewed: In preparation for this report, AECOM reviewed the following files:

Baseline Data Date September 04, 2018	***November 2019 Updates Data Date November 30, 2019***
April 2019 Updates Data Date April 30, 2019	*January 2020 Updates Data Date January 13, 2020*
June 2019 Updates Data Date June 31, 2019	*Inspection Report Exposed Studs at Parapet bldg. # 1*
July 2019 Updates Data Date July 30, 2019	*Change Orders 3, 5, and 9*
July 2020 Updates Data Date July 30, 2020	*Stop Work Order Correspondences*
Pre-impact schedule Data Date 04-Sep-18	*RFI 8*
Post-impact schedule Data Date 04-Sep-18	*Proposal Request No 02R1*
Time Delay narrative	*ASI 2 and Invoice # 18*
Roofing Submittal	*Substantial Completion Certificate & Final Building Inspection*

2. Executive Summary

2.1 The AE issued a substantial completion certificate for Silver Trail Middle School, P.001406 on 30-Sep-20. This is three-hundred, seventy-seven days (377) after the original substantial completion date. The schedule update, Data Date 30-Sep-20 reports three-hundred, Seventy-seven (377) days delay to substantial completion (SC).

2.2 The contractor claims the substantial completion was delayed due to roofing package approval, replacing cooling tower, out of scope remediation after roofing inspection, Building 1 damper replacement, and inclement weather impacts.

2.3 The Reviewer identified five delay impact events as follows:

- Delay Event 1: The owner denied the contractor access to areas of the building required for replacement of the cooling tower due to non-conformance. Specifically, the contractor had installed heat pumps without requesting an inspection and approval from the building department. This resulted in the issuance of a stop work order. However, Total Float (Contingency time) was available but eventually eroded, reducing the overall impact of this delay to the SC. **Total impact to the project is 63 days.**

- Delay Event 2: Upon demolition of the upper roof material of Building 1, it was found there was no sub-straight on which to attach roofing material to the inside of the parapet, but only metal framing. The inspector prescribed an out-of-scope remediation to provide a sub-straight material to which the flashing and roof membrane could be secured to. This resulted in a change order, delaying roofing work already on the critical path. **This event impacted the project 84 days, bringing the total project delay impact to 147 days.**

- Delay Event 3: The July 2020 Updates reports additional 158 days delays after end of Event 2 impact, installation of Parapet wall (28-Nov-2019). **Before modeling Event 4** (the damper replacement into July 2020 updates), **the SC was delayed by an additional 158 days, bringing the total project delay to 305 days.**

- Delay Event 4: During Inspections it was found that existing dampers in Building 1 were not functional. This led to Change Order, # 3, where the contractor had to replace 15 dampers. **This event delayed the project by 72 days, bringing the total project impact to 377 days.**

- Delay Event 5: The AE issued the contractor a certificate of substantial completion on 30-Sep-20. However contemporaneous project records validated with the Project Management team report the project still had construction activities still in progress. Further, there were several failed mechanical and building inspections between 30-Sep-20 (that date of the AE issued certificate of substantial completion) and 04-Jun-21 (Final Inspection). **In agreement with the Project management team, 04-Jun-21 is considered an official substantial completion date and not 30-Sep-20. The time between 30-Sep-20 and 04-Jun-21 is an 247 days, chronologically and cumulatively bringing the entire project delay to six-hundred, twenty-four (624) days.**

2.4 The contractor also claims 24 days delay in their operations due to inclement. Article 6 of the Project Manual describes rain as “Adverse weather such as rain is not to be considered as an Act of God unless it exceeds the ten (10) year average as published by the National Weather Service (or equivalent organization acceptable to the Owner at its sole discretion) for that time of year in Broward County. These 24 days do not exceed the time specified in Article 6 so the delay does not qualify as excusable.

3. Recommendation

3.1 It is recommended that an **excusable, non-compensable extension of one-hundred fifty-six (156) days excusable and non-compensable days are added to Construction Contract's Contractual SC**, with Final Completion (FC) also extended accordingly, with the responsibility categorized as depicted below.

Contractor	Owner	A/E	Other	Net Impact
468	156	0	0	624

Justification for Recommendation

3.2 The delay events are summarized as follows:

Delay Event		Impact Delay Days	Responsibility
1	Cooling Tower	63	Contractor
2	Parapet Change	84	Owner, Unforeseeable Conditions
3	Progress Delay	158	Contractor
4	Damper Replacement	72	Owner, Unforeseeable Conditions
5	Continued Roofing Work and Failed Inspections	247	Contractor

3.3 Delay Event 1: The delay event started with the cooling tower replacement when a stop work order was issued and contractor access to the building was denied. The contractor was ready to replace the cooling tower on 30-Jul-19 but the owner denied access to the contractor asking for a detailed work plan (required and foreseeable on bid day). Additionally, the Project management team confirmed the stop-work order was issued because due to non-conformance as the contractor installed heat pumps without requesting an inspection and approval from the building department. As it was the contractor's responsibility to comply with the contract, the contractor is responsible for this delay. This no-work order was in place until 23-Dec-2019 and work was completed on or about 1-Mar-2020. This is a total delay of 215 days (30-Jul-2019 to 1-Mar-2020). *Note however that because 177 days of Total Float (Contingency Time) was available to the project, and the SC was only impacted by 63 days; therefore only 63 days are assigned as the Contractor's responsibility*.

3.4 Delay Event 2 started with a roofing inspection that identified an unforeseen condition on 15-Aug-19, when the unforeseen condition of the substrate under the parapet wall was inserted into the pre-impact the SC becomes negatively impacted by a total of one-hundred, forty-seven (147) days, adding 84 days to the previous 63-day delay impact.

3.5 After the end of Event 2, installation of the Parapet wall (28-Nov-2019) the July 2020 Updates reports 158 days delay. This 158-day delay was because of contractor behind the schedule on planned activities. Before modeling Event 3, the damper replacement into July 2020 updates, the SC was delayed by 305 days including this 158 days contractor's delay.

3.6 Another change order for Building 1 damper replacement started affecting the SC in August 2020. When building 1 damper replacement was inserted into the pre-impact the SC becomes negatively impacted by 377 days, which matches the substantial completion certificate dates, issued by the AE.

3.7 Though the AE issued the contractor a certificate of substantial completion on 30-Sep-20, contemporaneous updates report construction activities still in progress. The Project Management team disagrees with the AE issuing a substantial completion certificate on 30-Jun-20 while the AE continued working on the project until 04-Jun-21. Additionally, there were several failed mechanical and building inspections during 30-Sep-20 (an AE issued certificate of substantial completion) and 04-Jun-21 (Final Inspection). **In agreement with the Project Management team, 04-Jun-21 is considered an official substantial completion date** and not 30-Sep-20. This event including the aforementioned delay events, chronologically and cumulatively, brings the entire project delay to six-hundred, twenty-four (624) days.

4. Project Background

4.1 NTP was issued on 04-Sep-18. The original Contract duration was three hundred eighty-two (382) days from NTP to SC, and an additional thirty (30) days from SC to FC, four hundred twelve (412) days total.

4.2 The project scope includes two buildings with roofing, mechanical, electrical, and Fire Alarm work.

4.3 To date no contract time extensions are awarded.

4.4 The baseline schedule models nothing on the critical path. HVAC activities are the nearest to critical with 85 days of Total Float.

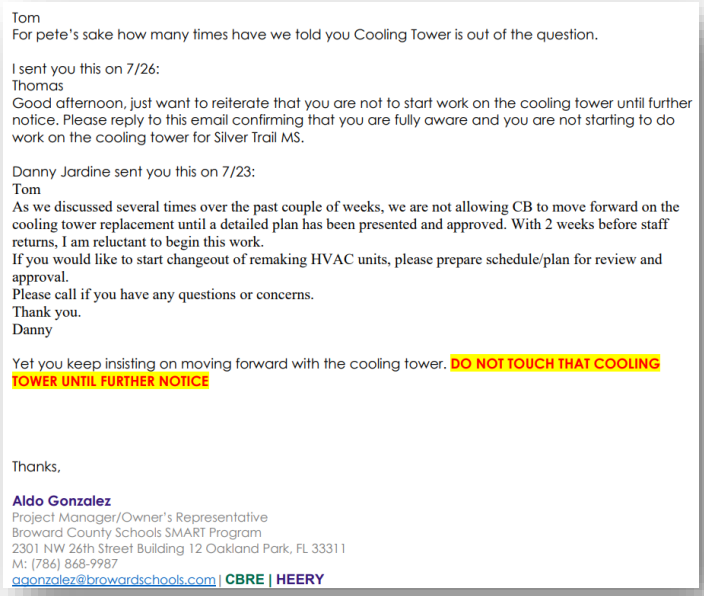
4.5 The project experienced several delays, both concurrent and consecutive in nature. The delays affecting the SC are:

- Delay Event 1: Cooling Tower Replacement
- Delay Event 2: Change Order #9 (Out-of-scope remediation in roofing after inspection)
- Delay Event 3: Progress Delay
- Delay Event 4: Change Order #3 (Damper Replacement)
- Delay Event 5: Continued Roofing Work and Failed Inspections

5. Quantitative Analysis

5.1 Delay Event 1 Cooling Tower Replacement:

- The contractor was ready to work on the cooling tower on 30-July-2019 but was denied access because of a stop work order issued in April 2019 for replacing the cooling tower. The contractor was asked to provide a detailed plan for replacing the cooling tower which the contractor failed to provide before 30-Jul-19.
- When requested on moving forward with the cooling tower the below email figure 1 was sent to the contractor.


Tom
For pete's sake how many times have we told you Cooling Tower is out of the question.

I sent you this on 7/26:
Thomas
Good afternoon, just want to reiterate that you are not to start work on the cooling tower until further notice. Please reply to this email confirming that you are fully aware and you are not starting to do work on the cooling tower for Silver Trail MS.

Danny Jardine sent you this on 7/23:
Tom
As we discussed several times over the past couple of weeks, we are not allowing CB to move forward on the cooling tower replacement until a detailed plan has been presented and approved. With 2 weeks before staff returns, I am reluctant to begin this work.
If you would like to start changeout of remaking HVAC units, please prepare schedule/plan for review and approval.
Please call if you have any questions or concerns.
Thank you.
Danny

Yet you keep insisting on moving forward with the cooling tower. DO NOT TOUCH THAT COOLING TOWER UNTIL FURTHER NOTICE

Thanks,

Aldo Gonzalez
Project Manager/Owner's Representative
Broward County Schools SMART Program
2301 NW 26th Street Building 12 Oakland Park, FL 33311
M: (786) 868-9987
agonzalez@browardschools.com | CBRE | HEERY

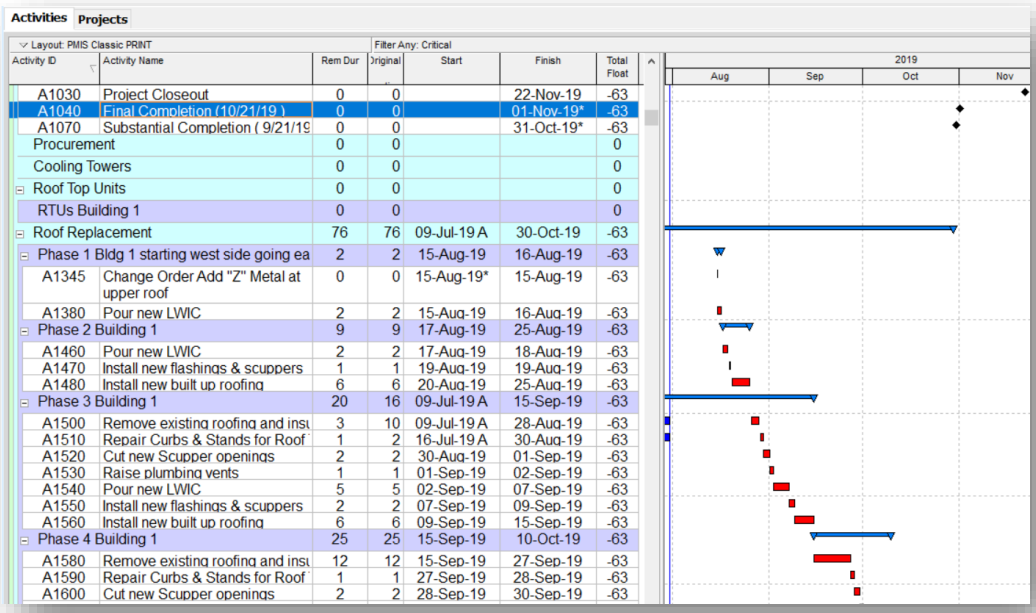
Figure 1: Standby direction on cooling tower until further notice

- Further, the contractor installed heat pumps without requesting an inspection and approval from the building department. This resulted in the issuance of a stop work order.

- The contractor was allowed to resume working on 23-Dec-2019 and work completed on or about 1-March-2020.

- As the delay event begins with the submission of documentation that was foreseeable on bid day, the baseline (Data Date 04-Sept-2018) was used as the pre-impact schedule.

- Within the baseline nothing is on the critical path, roofing work calculated 177 days of positive Total Float (contingency time). When new schedule activities were inserted into the pre-impact schedule, the total delay was 215 days. However, considering the 177 days of contingency time, the total impact to the SC was only 63 days (negative Total Float). **(240 days of total impact – 177 Total Float Contingency Time =63 days of impact to the SC.) Therefore, this delay event impacted the SC 63 days.**



Activities | Projects

Layout: PMIS Classic PRINT | Filter Any: Critical

Activity ID	Activity Name	Rem Dur	Original	Start	Finish	Total Float
A1030	Project Closeout	0	0		22-Nov-19	-63
A1040	Final Completion (10/21/19)	0	0		01-Nov-19*	-63
A1070	Substantial Completion (9/21/19	0	0		31-Oct-19*	-63
Procurement		0	0			0
Cooling Towers		0	0			0
Roof Top Units		0	0			0
RTUs Building 1		0	0			0
Roof Replacement		76	76	09-Jul-19 A	30-Oct-19	-63
Phase 1 Bldg 1 starting west side going ea		2	2	15-Aug-19	16-Aug-19	-63
A1345	Change Order Add "Z" Metal at upper roof	0	0	15-Aug-19*	15-Aug-19	-63
A1380	Pour new LWIC	2	2	15-Aug-19	16-Aug-19	-63
Phase 2 Building 1		9	9	17-Aug-19	25-Aug-19	-63
A1460	Pour new LWIC	2	2	17-Aug-19	18-Aug-19	-63
A1470	Install new flashings & scuppers	1	1	19-Aug-19	19-Aug-19	-63
A1480	Install new built up roofing	6	6	20-Aug-19	25-Aug-19	-63
Phase 3 Building 1		20	16	09-Jul-19 A	15-Sep-19	-63
A1500	Remove existing roofing and insu	3	10	09-Jul-19 A	28-Aug-19	-63
A1510	Repair Curbs & Stands for Roof	1	2	16-Jul-19 A	30-Aug-19	-63
A1520	Cut new Scupper openings	2	2	30-Aug-19	01-Sep-19	-63
A1530	Raise plumbing vents	1	1	01-Sep-19	02-Sep-19	-63
A1540	Pour new LWIC	5	5	02-Sep-19	07-Sep-19	-63
A1550	Install new flashings & scuppers	2	2	07-Sep-19	09-Sep-19	-63
A1560	Install new built up roofing	6	6	09-Sep-19	15-Sep-19	-63
Phase 4 Building 1		25	25	15-Sep-19	10-Oct-19	-63
A1580	Remove existing roofing and insu	12	12	15-Sep-19	27-Sep-19	-63
A1590	Repair Curbs & Stands for Roof	1	1	27-Sep-19	28-Sep-19	-63
A1600	Cut new Scupper openings	2	2	28-Sep-19	30-Sep-19	-63

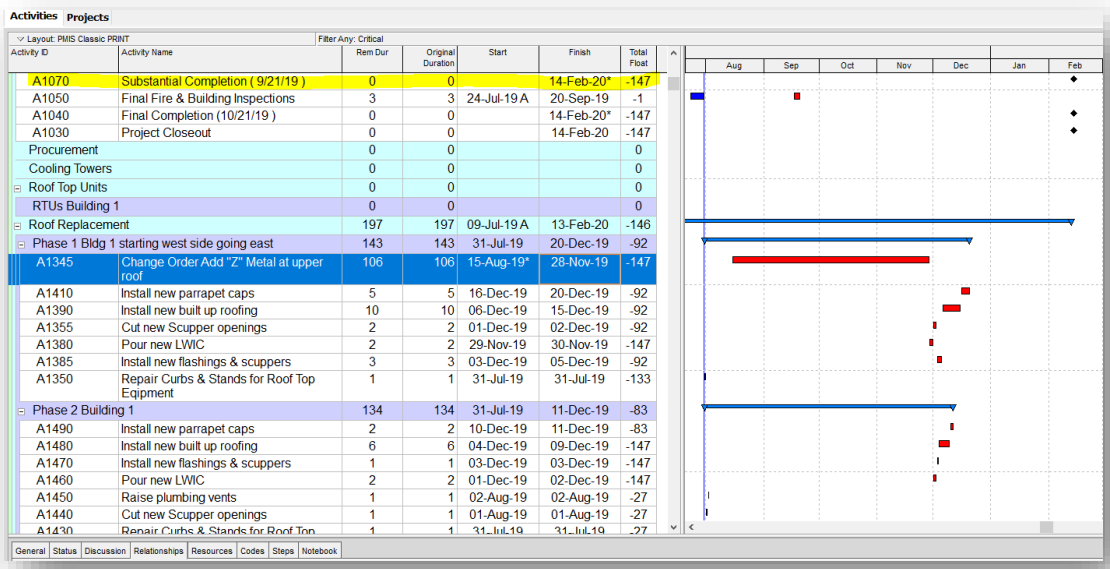
Figure 2: Delay Event 1 Cooling Tower Replacement

5.2 Delay Event 2: Change Order #9 (Out-of-scope remediation in roofing after inspection)

- During roofing inspection on 15-Aug-19 it was found there was no sub-straight on which to attach roofing material to the inside of the parapet but only metal framing. A change order was issued to provide sub-straight material to which the flashing and roof membrane can be secured to.

- To model this next chronological delay event, new activities were inserted into a copy of the July 2019 update schedule to retrospectively model known events and prospectively forecast future dates of potentially impacted schedule activities. A 5-day workweek Calendar was used by the contractor.

- **When new schedule activities are inserted into the pre-impact schedule the SC is further delayed by 84 days, bringing the total project delay to 147 days.** However, an additional 23 days is required for project closeout documentation effecting SC, **bringing the total impact for this single delay event to 107 days. Chronologically and cumulatively, this is a total impact to the project of 147 days.** See figure next page.



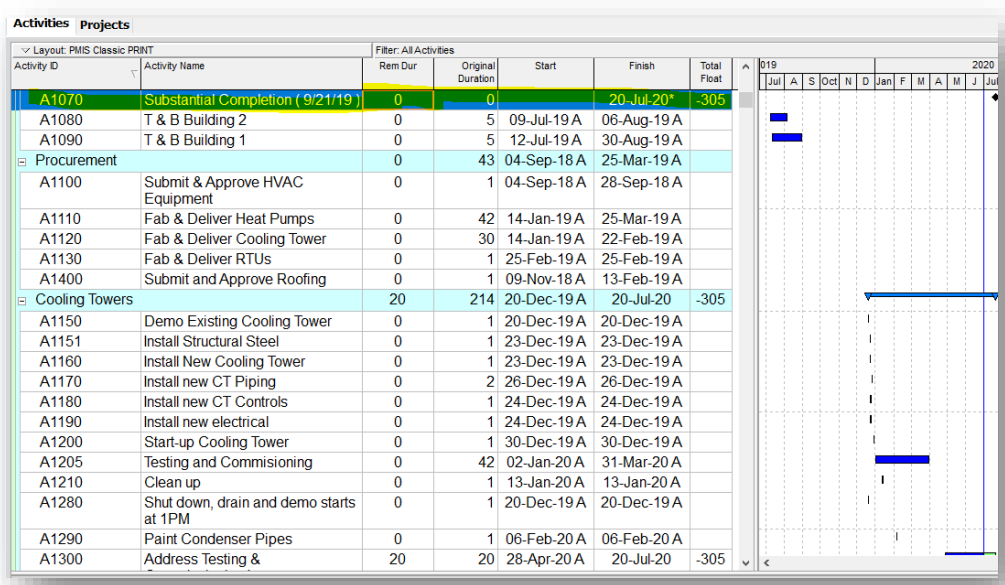
Activity ID	Activity Name	Rem Dur	Original Duration	Start	Finish	Total Float
A1070	Substantial Completion (9/21/19)	0	0		14-Feb-20*	-147
A1050	Final Fire & Building Inspections	3	3	24-Jul-19 A	20-Sep-19	-1
A1040	Final Completion (10/21/19)	0	0		14-Feb-20*	-147
A1030	Project Closeout	0	0		14-Feb-20	-147
Procurement		0	0			0
Cooling Towers		0	0			0
Roof Top Units		0	0			0
RTUs Building 1		0	0			0
Roof Replacement		197	197	09-Jul-19 A	13-Feb-20	-146
Phase 1 Bldg 1 starting west side going east		143	143	31-Jul-19	20-Dec-19	-92
A1345	Change Order Add "Z" Metal at upper roof	106	106	15-Aug-19*	28-Nov-19	-147
A1410	Install new parrapet caps	5	5	16-Dec-19	20-Dec-19	-92
A1390	Install new built up roofing	10	10	06-Dec-19	15-Dec-19	-92
A1355	Cut new Scupper openings	2	2	01-Dec-19	02-Dec-19	-92
A1380	Pour new LWIC	2	2	29-Nov-19	30-Nov-19	-147
A1385	Install new flashings & scuppers	3	3	03-Dec-19	05-Dec-19	-92
A1350	Repair Curbs & Stands for Roof Top Eqipment	1	1	31-Jul-19	31-Jul-19	-133
Phase 2 Building 1		134	134	31-Jul-19	11-Dec-19	-83
A1490	Install new parrapet caps	2	2	10-Dec-19	11-Dec-19	-83
A1480	Install new built up roofing	6	6	04-Dec-19	09-Dec-19	-147
A1470	Install new flashings & scuppers	1	1	03-Dec-19	03-Dec-19	-147
A1460	Pour new LWIC	2	2	01-Dec-19	02-Dec-19	-147
A1450	Raise plumbing vents	1	1	02-Aug-19	02-Aug-19	-27
A1440	Cut new Scupper openings	1	1	01-Aug-19	01-Aug-19	-27
A1430	Repair Curbs & Stands for Roof Top	1	1	31-Jul-19	31-Jul-19	-27

Figure 3: Change Order #9 (Out-of-scope remediation in roofing after inspection)

5.3 Delay Event 3 and 4: Lack of Progress and Change Order #3 (Damper Replacement)

- To calculate the impact of this event on the SC the July 2020 update was used as the pre-impact schedule (Data Date 30-Jul-20). A 5-day workweek Calendar was used by the contractor, calculations below are in calendar days.

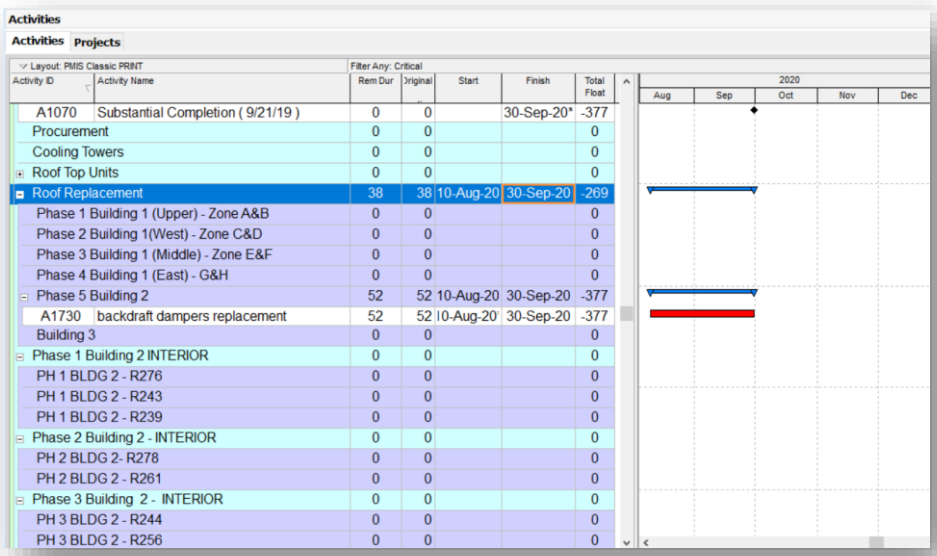
- **The pre-impact schedule (Data Date 30-Jul-20) reports the project as having incurred an additional 158-day delay due to a lack of progress on the critical path.** No explanation is provided to substantiate an excusable delay for this time. **Chronologically and cumulatively, this brings the total project delay to 305 days (147 days + 158 days = 305 days total).**



Activity ID	Activity Name	Rem Dur	Original Duration	Start	Finish	Total Float
A1070	Substantial Completion (9/21/19)	0	0		20-Jul-20*	-305
A1080	T & B Building 2	0	5	09-Jul-19 A	06-Aug-19 A	
A1090	T & B Building 1	0	5	12-Jul-19 A	30-Aug-19 A	
Procurement		0	43	04-Sep-18 A	25-Mar-19 A	
A1100	Submit & Approve HVAC Equipment	0	1	04-Sep-18 A	28-Sep-18 A	
A1110	Fab & Deliver Heat Pumps	0	42	14-Jan-19 A	25-Mar-19 A	
A1120	Fab & Deliver Cooling Tower	0	30	14-Jan-19 A	22-Feb-19 A	
A1130	Fab & Deliver RTUs	0	1	25-Feb-19 A	25-Feb-19 A	
A1400	Submit and Approve Roofing	0	1	09-Nov-18 A	13-Feb-19 A	
Cooling Towers		20	214	20-Dec-19 A	20-Jul-20	-305
A1150	Demo Existing Cooling Tower	0	1	20-Dec-19 A	20-Dec-19 A	
A1151	Install Structural Steel	0	1	23-Dec-19 A	23-Dec-19 A	
A1160	Install New Cooling Tower	0	1	23-Dec-19 A	23-Dec-19 A	
A1170	Install new CT Piping	0	2	26-Dec-19 A	26-Dec-19 A	
A1180	Install new CT Controls	0	1	24-Dec-19 A	24-Dec-19 A	
A1190	Install new electrical	0	1	24-Dec-19 A	24-Dec-19 A	
A1200	Start-up Cooling Tower	0	1	30-Dec-19 A	30-Dec-19 A	
A1205	Testing and Commisioning	0	42	02-Jan-20 A	31-Mar-20 A	
A1210	Clean up	0	1	13-Jan-20 A	13-Jan-20 A	
A1280	Shut down, drain and demo starts at 1PM	0	1	20-Dec-19 A	20-Dec-19 A	
A1290	Paint Condenser Pipes	0	1	06-Feb-20 A	06-Feb-20 A	
A1300	Address Testing &	20	20	28-Apr-20 A	20-Jul-20	-305

Figure 4: Delay Event 3: Lack of Progress

- During the reroofing scope 15 backdraft dampers were identified as inoperable. Change Order 3 was issued to replace the dampers.
- **The new Building 1 damper replacement schedule activity when inserted impacted the SC by 72 days. Chronologically and cumulatively, this is a total impact to the project of 377 days.**
- **This 377 calendar days extends the SC to a date that matches 30-Sept-2020 on the substantial completion certificate issued by the AE.**



Activities

Activities | Projects

Layout: PMIS Classic PRINT | Filter Any: Critical

Activity ID	Activity Name	Rem Dur	Original	Start	Finish	Total Float
A1070	Substantial Completion (9/21/19)	0	0		30-Sep-20*	-377
	Procurement	0	0			0
	Cooling Towers	0	0			0
	Roof Top Units	0	0			0
	Roof Replacement	38	38	10-Aug-20	30-Sep-20	-269
	Phase 1 Building 1 (Upper) - Zone A&B	0	0			0
	Phase 2 Building 1(West) - Zone C&D	0	0			0
	Phase 3 Building 1 (Middle) - Zone E&F	0	0			0
	Phase 4 Building 1 (East) - G&H	0	0			0
	Phase 5 Building 2	52	52	10-Aug-20	30-Sep-20	-377
A1730	backdraft dampers replacement	52	52	10-Aug-20	30-Sep-20	-377
	Building 3	0	0			0
	Phase 1 Building 2 INTERIOR	0	0			0
	PH 1 BLDG 2 - R276	0	0			0
	PH 1 BLDG 2 - R243	0	0			0
	PH 1 BLDG 2 - R239	0	0			0
	Phase 2 Building 2 - INTERIOR	0	0			0
	PH 2 BLDG 2- R278	0	0			0
	PH 2 BLDG 2 - R261	0	0			0
	Phase 3 Building 2 - INTERIOR	0	0			0
	PH 3 BLDG 2 - R244	0	0			0
	PH 3 BLDG 2 - R256	0	0			0

Figure 5: Delay Event 4: Change Order #3 (Damper Replacement)

The School Board of Broward County, Florida
Office of Facilities & Construction
1643 North Harrison Parkway, Bldg. H
Sunrise, FL 33323 **(754) 321-1500**

Document 01770e (01 65 16.40)-Project Consultant's Letter Establishing Substantial Completion Date

Instructions for Project Consultant's Use: Provide this completed letter to establish the Date of Substantial Completion of the Work or a designated portion thereof.

To: (Owner's Representative) Chis Schiappa, Broward County School Board
Project No: P.001406
Facility Name: Silver Trail Middle School
Location No: 4841
Contractor: CB Constructors

Contractor's Request No.: 1 **Date:** 2/15/21
[X] Full Project

On September 30th, 2020 the Substantial Completion Inspection was completed for the project, or designated portion thereof, listed above.

This shall certify that the Contractor achieved Substantial Completion and the Work, or designated portion thereof, was ready for beneficial occupancy on the following date:
September 30th, 2020

The date of Substantial Completion is the last date of Substantial Completion for this Work, or designated portion thereof, originally requested by the Contractor. Evidence is provided by our signatures below that the Project Consultant and Contractor agree that this project was ready for Beneficial Occupancy by the Owner for its intended purpose on the date of Substantial Completion listed above. The Owner is advised to submit Standard Form 770 to advise Risk Management and Safety of the required change of insurance for this completed portion of the Work.

By: (Project Consultant) Charles O. Nyarko, AIA 2/15/2021
Firm Name Nyarko Architectural Group

By: (Contractor) Adam Lukomski
Firm Name CB Constructors, Inc.

Distribution:
Chief Facilities & Construction Officer
Executive Director, Facilities Design & Construction
Manager, Design and Construction Contracts
Senior Project Manager
Project Manager
Senior Supervisor, Inspections and Code Compliance

For Office of Facilities & Construction Use
☐ **Date is acceptable; letter is hereby placed in General File.**

Owner's Representative

The School Board of Broward County, Florida
Silver Trail M.S., Project No. P.001406
Nyarko Architectural Group
((Specifier leave this line)) SBBC Design & Material Standards, January 01, 2010 Edition)

Section 01770e (01 65 16.40)
Proj. Consult's. Letter Establishing Sub. Compl. Date
January 18, 2017
Page 1 of 1

Figure 6: Certificate of Substantial Completion

5.4 Delay Event #5: Continued Roofing Work and Failed Inspections

- Though the AE issued the contractor a certificate of substantial completion on 30-Sep-20. However contemporaneous updates report construction activities still in progress.
- Additionally, the Project Management team disagrees with the AE issuing a substantial completion certificate on 30-Sep-20 while the AE continued working on the project until 04-Jun-21.
- The contractor claims roofing 95% complete in their pay application for December 2020, which validates the Project Management team's declaration of 30-Sep-20 as an invalid substantial completion date.
- There were several failed mechanical and building inspections during 30-Sep-20 (an AE issued certificate of substantial completion) and 04-Jun-21 (Final Inspection).
- **In agreement with the Project Management team, 04-Jun-21 is considered an official substantial completion date and not 30-Sep-20.**
- A new schedule activity named "roofing work and failed inspections" was added to the July 2020 schedule updates. The new activity extended the project completion date to 04-Jun-21. **(4-June-21 - 30-Sept-20 = 247 calendar days.)**
- **This activity including the aforementioned delay events, chronologically and cumulatively, brings the entire project delay to six-hundred, twenty-four (624) days. (377 days +247 days = 624 days total.)**
- See figure next page.

View Inspection Request Information

Search By: ISS #

ISS Number: 4841 GO

Project Inspection Summary

Request#:	Date Requested:	Date Performed:	Status:
70572	6/3/2021	6/4/2021	P
ISS#:	Payment Type:	Payment Amount:	Payment Date:
4841		$	

Permit#:	Inspector:	
1433310367	Eratostene, John	
Discipline:	Category:	Inspection:
Building	Building Final	Building Final
Additional Info.:	Building Final for entire project	
Facility Name:	Silver Trail Middle	
Project Name:	GOB Renovations	
Results:	Passed Re-Inspection of Project Final all trades passed	
Comments:		

Figure 7: Final Inspection 6/4/21 (Presumed as Certificate of Substantial Completion)

5.5 Given the above, the status of the contract would be as follows:

	Delay Event	Total Delay	Available Float	Impact Delay Days	Cumulative Delay
1	Cooling Tower	240	-177	63	63
2	Parapet Change		0	84	147
3	Progress Delay		0	158	305
4	Damper Replacement		0	72	377
5	Continued Roofing Work and Failed Inspections		0	247	624

6. Qualitative Analysis

6.1 Contemporaneous schedule updates indicate a continuous increase in negative Total Float for roofing work.

6.2 The contractor claims 358 days delay to the original SC date of 21-Oct-19. The delays associated with this CHNG-11 are with the Roofing work and weather.

6.3 The contractor has claimed an extension for roofing package approval while the package was approved before becoming critical. This event does not qualify for any extension.

6.4 The contractor also claims an extension of 145 days due to access denial to Building by the owner on July 30, 2019 to replace the cooling tower. A stop work order for the cooling tower was issued to the contractor in April 2019. The Project management team confirmed that the order was issued because of non-conformance. The contractor had installed heat pumps without requesting an inspection and approval from the building department. This resulted in the issuance of a stop work order. The contractor owns this delay due to non-compliance.

6.5 The contractor claims the first delay event as roofing submittal delays but the baseline models roofing submittal with a total float of 177 days.

6.6 The contractor also mentions delays caused by replacing a steel ladder with aluminum resulting in ASI 1. The ladder was installed after the issuance of the Substantial Completion Certificate on 30-Sep-2020 but this item was a requirement to achieve the SC.

6.7 Though AE had issued a certificate of substantial completion, but the contractor continued working on roofing and mechanical work until the final building inspection was held on 04-Jun-21. Passing this final inspection is considered a pre-requisite for a substantial completion certificate, hence extended the SC date to 04-Jun-21 instead of considering it 30-Sep-20.

7. Responsibility Matrix

7.1 Delay event 1: Cooling Tower replacement delay was caused due to non-compliance. A stop work order for the cooling tower was issued because the contractor had installed heat pumps without requesting an inspection and approval from the building department. *Therefore, the contractor is responsible for this delay.*

7.2 Delay Event 2: During the roofing inspection it was found that there is no sub-straight on which to attach roofing material to the inside of the parapet but only metal framing. A change order was issued to provide a sub-straight material to which the flashing and roof membrane can be secured to. *As this delay event is due to unforeseen conditions that would not have been discoverable without destructive inspections, it is considered the Owner's delay.*

7.3 Delay Event 3: Between 31-July-2019 and 30-Jul-2020, the project was delayed 158 days. No explanation is provided by the contractor for this delay such that the TIA Reviewer can classify this delay time as anything other than "inexcusable." *Therefore, the contractor is responsible for this delay.* **If new information is provided regarding the nature of project delays occurring within this timeframe, TIA Reviewer will reconsider the classification of these delays accordingly.**

7.4 Delay Event 3: During the reroofing scope 15 backdraft dampers were identified to be inoperable. *As this delay event is due to unforeseen conditions, it is considered the Owner's delay.*

7.5 Delay Event 4: The contractor continued working on roofing even after the issuance of certificate of substantial completion by the AE. The final building inspection was requested by the contractor on 03-Jun-21 and held on 04-Jun-21. In between 30-Sep-20 and 04-Jun-21 several inspections were failed delaying the project. *Therefore, the contractor is responsible for this delay.*

7.6 In summary:

Delay Event		Impact Delay Days	Responsibility
1	Cooling Tower	63	Contractor
2	Parapet Change	84	Owner, Unforeseeable Conditions
3	Progress Delay	158	Contractor
4	Damper Replacement	72	Owner, Unforeseeable Conditions
5	Continued Roofing Work and Failed Inspections	247	Contractor

7.7 The responsibility for the extension should be categorized as depicted below.

Contractor	Owner	A/E	Other	Net Impact
468	156	0	0	624

7.8 Given the above, the contractor is entitled to a total of one hundred fifty-six (156) days excusable and non-compensable days.

AECOM

3101 Wilson Boulevard, Suite 900
Arlington, Virginia 22201, USA

aecom.com

EXHIBIT 4

Approved Change Order Item Log

Project Number	Project Name	Item #	Approved Date	Change Order Amount	Days Extended	Percent Change	Contractor	Reason	Description	Original Contract Amount	Actual Start
Change Order: 1				**$ (18,042.00)**	**0**	**-0.37%**					
P.001406	Silver Trail MS - SMART Program Renovations	1	04.14.2020	$ (18,042.00)	0	-0.37%	CB Constructors, Inc.	Owner's Request	A deductive change order is being requested for the re-keying of all door locks as a result of the General Contractor misplacing two (2) master keys.	$ 4,876,455.00	09.04.2018
Change Order: 2				**$ 11,165.00**	**0**	**0.23%**					
P.001406	Silver Trail MS - SMART Program Renovations	2	11.09.2021	$ 2,521.00	0	0.05%	CB Constructors, Inc.	Consultant Error	The configuration of the existing electrical panel in Mechanical Room 301 could not be altered to allow for the installation of new fuses for Cooling Towers 1 and 2 as required. Therefore, additional labor and materials are necessary to install a new side by side module at the electrical panel that will accommodate the ability to install the new fuses.	$ 4,876,455.00	09.04.2018
P.001406	Silver Trail MS - SMART Program Renovations	3	11.09.2021	$ 6,484.00	0	0.13%	CB Constructors, Inc.	Unforeseen	During re-roofing, it was discovered that fifteen (15) backdraft dampers were inoperable. Labor and materials are required to replace the inoperable roof exhaust fan backdraft dampers.	$ 4,876,455.00	09.04.2018
P.001406	Silver Trail MS - SMART Program Renovations	5	11.09.2021	$ 2,160.00	0	0.04%	CB Constructors, Inc.	Consultant Omission	Due to the height of the new roofing system on Building 2, the height of the access ladder's first rung did not meet code and must be replaced. Therefore, labor and materials are required to replace the existing steel access ladder with a new aluminum ladder.	$ 4,876,455.00	09.04.2018
Change Order: 3				**$ 19,241.00**	**0**	**0.39%**					
P.001406	Silver Trail MS - SMART Program Renovations	9	03.15.2022	$ 19,241.00	0	0.39%	CB Constructors, Inc.	Unforeseen	The Contractor is to provide labor and material to install new securock and Z metal to address the condition at Building 1 high roof wall and roof expansion joint.	$ 4,876,455.00	09.04.2018
Change Order: 4				**$ 14,895.00**	**0**	**0.31%**					
P.001406	Silver Trail MS - SMART Program Renovations	10	06.14.2022	$ 14,895.00	0	0.31%	CB Constructors, Inc.	Consultant Omission	The Contractor is to provide labor and material to install new float switches in the new heat pump units in Buildings 1 and 2 and interlock them with the EMS Controller in order to shut down the entire heat pump units.	$ 4,876,455.00	09.04.2018
Change Order: 5				**$ -**	**156**	**0.00%**					
P.001406	Silver Trail MS - SMART Program Renovations	11	Pending Board Approval	$ -	156	0.00%	CB Constructors, Inc.	Unforeseen	The Contractor submitted a time extension of 156 days for delays associated with parapet repair and damper replacement which were noted as unforeseeable conditions.	$ 4,876,455.00	09.04.2018
Grand Totals:				**$ 27,259.00**	**156**	**0.56%**					

EXHIBIT 5

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Change Order #5
CB CONSTRUCTORS, INC.
Silver Trail Middle School
P.001406

School Board Meeting: 01.23.2024

The financial impact of this item is $0.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2023).

There is no impact to the project budget

Department Name	Department Head
Capital Budget	Omar Shim, Director

Omar Shim - 11/07/2023
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Staff Follow Up: **RSBM-012324-03 (DH)**
Due Date (January 16, 2024)
Today's date (January 12, 2024)

BROWARD County Public Schools | Educating Today's Students to Succeed in Tomorrow's World

Topic: JJ-5.) Change Order #5 – Silver Trail MS

Staff Follow Up: The request is to change the contractual date to February 24, 2020. That was 4 years ago. Can you please explain this? **RSBM-012324-03 (D. Hixon)**

Response: This item seeks approval of a credit of 156 days to the General Contractor for delays attributed to parapet repairs and damper replacement, which were unforeseen and outside the contractor's scope of work. The granting of these days would adjust the Original Substantial Completion Date from September 21, 2019, to February 24, 2020.

The project experienced additional delays which resulted in the project reaching Actual Substantial Completion on June 30, 2021, and Final Completion on June 17, 2022. The PMOR and staff are evaluating those additional delays to determine responsibility.

This item is being bought forth at this time because the contractor did not request time for delays until after Substantial Completion was reached in June of 2021 and the appropriate analysis conducted.

PBL/DGC/SNM/KL:sf

Shelley N. Meloni
Executive Director,
Capital Programs

Deborah Czubkowski
Deborah G. Czubkowski
Chief Facilities Officer

Designee
Dr. Peter B. Licata
Superintendent of
Schools

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	JJ. Capital Program
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-6.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **Change Order #6 - C. Robert Markham ES**

REQUESTED ACTION: **Approve Change Order #6 in the amount of $10,760.02 and no days added to the contract duration for C. Robert Markham Elementary School, Project No. P.001920, District 7.**

RATIONALE:

For the Requested Action(s), Background/History, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Change Order
- Approved COI Log
- Collaboration Form

FINANCIAL IMPACT:

$10,760.02 additional spending authority funded from the current project budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Deborah G. Czubkowski	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Deborah G. Czubkowski, Chief Facilities Officer

Signature

Deborah G. Czubkowski, Chief Facilities Officer

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23

PBL/VSW

EXHIBIT 1

For more information, please contact:
Deborah G. Czubkowski
Chief Facilities Officer
754-321-2659

EXECUTIVE SUMMARY

Change Order #6
Burke Construction Group, Inc.
Carty Architecture, LLC.
C. Robert Markham Elementary School, Pompano Beach
SMART Program Renovations
Project No. P.001920
ITB FY21-124

PROJECT SUMMARY

Total Project Budget

Construction Budget:	$	7,120,066
Soft Cost Budget:	$	2,038,934
(Design, FF&E, IT, Mgmt. Fees, etc.)		
Original D.E.F.P. Budget:	**$**	**9,159,000**
Approved Add. Funding:	$	(1,245,170)
(JJ-3, 09/15/20)		
New Funding Request:	$	0
Current Revised Budget:	**$**	**7,913,830**

Total Project Schedule Summary

-Notice to Proceed: 11/16/20

-Actual Substantial Completion: 12/08/23

-Current Planned Final Completion: 1/31/24

Change Order Analysis

Consultant Error	0.08%
Consultant Omission	0.23%
Owner's Request	0.34%
Unforeseen	3.92%
Tax Savings from DOP	0.00%
TOTAL	**4.57%**

Requested Action:
Approve this Change Order #6 in the amount of $10,760.02 and no change to the contract duration.

What would the impact be if the Board votes "yes" or "no" for this Board item?

If yes: The impact of this item, if approved, ensures completion of the additional canopy remediation work.

If no: If this item is not approved, canopy remediation will be further delayed.

Background/History
The scope of work for the project includes fire alarm, HVAC improvements, and building envelope improvements.

Construction Contract Summary

ORIGINAL BASE CONTRACT:	$	5,288,026.00	519 Days
DIRECT OWNER PURCHASE(S):	$	(922,464.21)	0 Days
PREVIOUSLY APPROVED CO'S:	$	230,716.77	73 Days
CURRENT CO REQUEST:	$	10,760.02	0 Days
CURRENT REVISED CONTRACT:	**$**	**4,607,038.56**	**592 Days**

Status of Work:
The project is in the closeout phase.

Change Order Items:
Item #1 – (COI #11) Exterior Canopy Repair at Building 7: During construction, it was observed that the Building 7 parapet area is showing signs of additional deterioration and requires remediation. Therefore, the Contractor is to provide labor, material, and equipment to perform additional concrete canopy restoration. (Unforeseen - $10,760.02; Add 0 Days)

Action Plan:
This change order has been reviewed for entitlement by AECOM. The above-referenced COI #11 received a recommendation for approval from the Change Order Review Panel (CORP).

Future requests from the Contractor for additional time which are supported by a Time Impact Analysis (TIA), shall be analyzed by an Independent Claims Analyst Forensic Scheduler, and if acceptable shall

be presented to the Board for consideration of approval at a future Board Meeting.

Measurable Outcome(s)/ Return on Investment:
Approval of this ensures completion of the additional canopy restoration work.

Financial Impact:
The financial impact of this item is $10,760.02 and will be funded from the current project budget.

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

EXHIBIT 2

(754) 321-1500

Document 01250g (00 63 63)-Construction Change Order-Item # 11

Facility Name:	C. Robert Markham Elementary School	Date:	11.15.2023
Project Name:	C. Robert Markham ES - SMART Program Renovations	Project #	P.001920
Location No:	1671		
Contractor:	BURKE CONSTRUCTION GROUP, INC. 10145 NW 19th Street Miami,FL 33172	Reference Letter Dated:	

Description of Change:
Added Labor and materials to repair exterior canopy cement stucco.

Attachments: _____

Reason For Change:
During construction it was observed that the existing cement stucco areas had further deteriorated requiring additional areas of repair.

Summary:

Total Credits and/or Added Costs:	Add:	$10,760.02
	Deduct:	
The Contract Time will		0 Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended	Accepted	Reviewed and Concurred
Lourdes Santiago Arias 11.17.2023	Ricardo Garcia 11.22.2023	Pedro Nunez 11.27.2023
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Lourdes Santiago Arias	Ricardo Garcia	Pedro Nunez
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
CARTY ARCHITECTURE, LLC	BURKE CONSTRUCTION GROUP, INC.	AECOM
Project Consultant's Firm Name	Contractor's Firm Name	The School Board of Broward County, FL

Consultant Concurs with Categorization:
☒ Yes ☐No

FOR OFFICE USE ONLY

Direct Owner Purchase (DOP)

☐Owner's Request ☒Unforeseen ☐Consultant Error ☐Consultant Omission ☐Direct Owner Purchase ☐Tax Savings

Approved Change Order Item Log

Project Number	Project Name	Item #	Board Date	Change Order Amount	Days Extended	Percent Change	Contractor	Reason	Description	Original Contract Amount	Actual Start
Change Order: 1				**$ 4,207.00**	**0**	**0.08%**					
P.001920	C. Robert Markham ES - SMART Program Renovations	4	07.19.2022	$ 4,207.00	0	0.08%	Burke Construction Group, Inc.	Consultant Error	The Contractor is to provide labor and materials to modify ductwork and relocate new motorized dampers to treated outside air duct at four mechanical rooms in Building 5.	$ 5,288,026.00	11.16.2020
Change Order: 2				**$ 96,173.00**	**0**	**1.82%**					
P.001920	C. Robert Markham ES - SMART Program Renovations	1	10.11.2022	$ 96,173.00	0	1.82%	Burke Construction Group, Inc.	Unforeseen	The Contractor is to provide labor and materials to remove existing moisture damaged LWIC on the roof of Building 2. Building 2 consists of classrooms, storage, mechanical rooms, and electrical rooms.	$ 5,288,026.00	11.16.2020
Change Order: 3				**$ 71,032.00**	**73**	**1.34%**					
P.001920	C. Robert Markham ES - SMART Program Renovations	2	12.13.2022	$ 39,472.00	73	0.75%	Burke Construction Group, Inc.	Unforeseen	The Contractor is to provide labor, materials and equipment to install high parapet wall extension, cant and coping cap at Building 2's roof.	$ 5,288,026.00	11.16.2020
P.001920	C. Robert Markham ES - SMART Program Renovations	3	12.13.2022	$ 17,432.00	0	0.33%	Burke Construction Group, Inc.	Unforeseen	The Contractor is to provide labor and materials to extend height of new Building 7 windows to allow for anchorage to existing concrete beam above.	$ 5,288,026.00	11.16.2020
P.001920	C. Robert Markham ES - SMART Program Renovations	5	12.13.2022	$ 14,128.00	0	0.27%	Burke Construction Group, Inc.	Owner's Request	The Contractor is to provide labor and materials to install drywall ceiling in mechanical rooms in Buildings 2, 3, 4 and 5.	$ 5,288,026.00	11.16.2020
Change Order: 4				**$ 15,782.00**	**0**	**0.30%**					
P.001920	C. Robert Markham ES - SMART Program Renovations	9	01.18.2023	$ 3,838.00	0	0.07%	Burke Construction Group, Inc.	Owner's Request	Demolition and Removal of Exhaust Hoods: The Contractor is to provide labor for the demolition and removal of abandoned stove exhaust hoods and related ductwork in six locations in Building 2.	$ 5,288,026.00	11.16.2020
P.001920	C. Robert Markham ES - SMART Program Renovations	10	01.18.2023	$ 11,944.00	0	0.23%	Burke Construction Group, Inc.	Consultant Omission	Replacement and Relocation of Outside Air Ducts: During construction, it was discovered that the existing duct work location adjacent to the parapet wall would not allow for proper roof flashing installation. The Contractor is to provide labor and materials to replace and relocate the outside air ducts between Buildings 3 and 4, and between Buildings 4 and 5.	$ 5,288,026.00	11.16.2020
Change Order: 5				**$ 43,522.77**	**0**	**0.82%**					
P.001920	C. Robert Markham ES - SMART Program Renovations	6	09.12.2023	$ 43,522.77	0	0.82%	Burke Construction Group, Inc.	Unforeseen	During construction, it was discovered that due to the increased size of new equipment curbs to include duct extension, electrical conduits, and insulation, the existing roof deck opening reinforcement could not accommodate the new larger curbs, requiring the installation of new reinforcement. Therefore, the Contractor is to provide labor, material and equipment to provide structural reinforcement at twenty-six (26) existing roof deck openings at mechanical equipment curb frames and install modified membrane flashing.	$ 5,288,026.00	11.16.2020
Change Order: 5				**$ 10,760.02**	**0**	**0.20%**					
P.001920	C. Robert Markham ES - SMART Program Renovations	11	Pending Board Approval	$ 10,760.02	0	0.20%	Burke Construction Group, Inc.	Unforeseen	During construction, it was observed that the Building 7 parapet area is showing signs of additional deterioration and requires remediation. Therefore, the Contractor is to provide labor, material, and equipment to perform additional concrete canopy restoration.	$ 5,288,026.00	11.16.2020
Grand Totals:				**$ 241,476.79**	**73**	**4.57%**					

EXHIBIT 4

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Change Order #6
BURKE CONSTRUCTION GROUP, INC.
C. Robert Markham Elementary School
P.001920

School Board Meeting: 01.23.2024

The financial impact of this item is $10,760.02

This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2023).

There is no impact to the project budget

Department Name	Department Head
Capital Budget	Omar Shim, Director

Omar Shim - 12/20/2023
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	JJ. Capital Program
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-7.
Consent or Open Item:	Open
Special Order:	YES
Time for Special Order:	

TITLE: **Change Order #6 and Additional Funding - Central Park ES**

REQUESTED ACTION: **Approve Change Order #6 in the amount of $11,423 and no days added to the contract duration and approve additional funding in the amount of $4,539 for Central Park Elementary School, Project No. P.001757, District 6.**

RATIONALE:

For the Requested Action(s), Background/History, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Change Order
- Approved COI Log
- Collaboration Form

FINANCIAL IMPACT:

$11,423 change order requiring $4,539 of additional funding from the Capital Projects Reserve, increasing the project budget from $7,973,000 to $7,977,539.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Deborah G. Czubkowski	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Deborah G. Czubkowski, Chief Facilities Officer

Signature

Deborah G. Czubkowski, Chief Facilities Officer

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23

PBL/VSW

EXHIBIT 1

For more information, please contact:
Deborah G. Czubkowski
Chief Facilities Officer
754-321-2659

EXECUTIVE SUMMARY
Change Order #6
Lunacon Engineering Group, Corp.
CSA Central, Inc.
Central Park Elementary School, Plantation
SMART Program Renovations
Project No. P.001757
ITB 18-168C

MASTER PROJECT SUMMARY

Total Project Budget

Construction Budget:	$	3,798,195
Soft Cost Budget:	$	1,129,280
(Design, FF&E, IT, Mgmt. Fees, etc.)		
Original D.E.F.P. Budget:	**$**	**4,927,475**
Approved Add. Funding:	$	3,045,525
(Item 13, 04/14/20)		
New Funding Request:	$	4,539
Current Revised Budget:	**$**	**7,977,539**

Total Project Schedule Summary

-Notice to Proceed: 09/09/20

-Current Projected Substantial Completion Date: 08/31/24

-Current Projected Final Completion Date: 10/30/24

Change Order Analysis

Consultant Error	2.57%
Consultant Omission	2.05%
Owner's Request	0.86%
Unforeseen	0.73%
Tax Savings from DOP	0.00%
Total	**6.21%**

Requested Action:

Approve this Change Order #6 in the amount of $11,423 and no days added to the contract duration and approve additional funding in the amount of $4,359.

What would the impact be if the Board votes "yes" or "no" for this Board item?

If yes: The impact of this item, if approved, ensures completion of the scope of work.

If no: A delay in the approval of this item could further delay the completion of the HVAC system.

Background/History:

The scope of work for the project includes fire sprinklers, HVAC improvements, safety/security upgrades, conversion of existing space to a music and/or art lab, music room renovation, and building envelope improvements.

Construction Contract Summary:

ORIGINAL BASE CONTRACT:	$	6,079,000.00	425 Days
DIRECT OWNER PURCHASE(S):	$	(899,756.16)	0 Days
PREVIOUSLY APPROVED CO'S:	$	366,061.00	0 Days
CURRENT CO REQUEST:	$	11,423.00	0 Days
CURRENT REVISED CONTRACT:	**$**	**5,556,727.84**	**425 Days**

Status of Work:

Construction of the project is 88% complete.

Change Order Items:

Item #1 – (COI #17) Installation of Outside Air Intake Ductwork in Building 1: The original drawings called for the existing Outside Air Intake Ductwork to remain. However, during construction, it was identified that the existing ductwork is completely corroded and needs to be replaced in order to provide a fully functioning HVAC system. Therefore, the Contractor is to provide labor, materials, and equipment to install new outside air intake ductwork in Building 1. (Consultant Omission - $11,423; Add 0 Days)

Other Item:

Item #1 – Additional Funding Request: This change order item exceeds the available change order contingency in the project, therefore $4,539 of additional funding is being requested. The project has fully depleted the change order contingency and any future change orders will require additional Board approval.

Action Plan:
This change order has been reviewed for entitlement and cost by AECOM. The above-referenced Change Order Item, COI #17 received a recommendation for approval by the Change Order Review Panel (CORP).

Future requests from the Contractor for additional time, which are supported by a Time Impact Analysis (TIA), shall be analyzed by an Independent Claims Analyst Forensic Scheduler, and if acceptable shall be presented to the Board for consideration of approval at a future Board Meeting.

Measurable Outcome(s)/Return on Investment:
The approval of this item ensures the scope of work is completed according to District and Florida Building Code standards; it also ensures the outside air ductwork is installed.

Financial Impact:
The financial impact of this item is $11,423. Additional funding in the amount of $4,539 is required from the Capital Projects Reserve and increases the budget from $7,973,000 to $7,977,539.

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

EXHIBIT 2

(754) 321-1500

Document 01250g (00 63 63)-Construction Change Order-Item # 17

Facility Name:	Central Park Elementary School	Date:	10.25.2023
Project Name:	Central Park ES - SMART Program Renovations	Project #	P.001757
Location No:	2641		
Contractor:	LUNACON ENGINEERING GROUP, CORP. 16890 South Dixie Highway Miami,FL 33157	Reference Letter Dated:	

Description of Change:
Provide labor and materials to install 10 Inch Outside Air Ductwork in Building 1.

Attachments:

Reason For Change:
The existing ductwork was completely rotted out and required replacement. This work was not included on the original plans.

Summary:
Total Credits and/or Added Costs: Add: $11,423.00
Deduct:
The Contract Time will remain unchanged. 0 Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended	Accepted	Reviewed and Concurred
Giovanni Bruni 11.28.2023	Chris Corona 11.28.2023	Chris Meyers 11.28.2023
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Giovanni Bruni	Chris Corona	Chris Meyers
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
CSA CENTRAL, INC.	LUNACON ENGINEERING GROUP, CORP.	AECOM
Project Consultant's Firm Name	Contractor's Firm Name	The School Board of Broward County, FL

Consultant Concurs with Categorization:
☒ Yes ☐No

FOR OFFICE USE ONLY

Direct Owner Purchase (DOP)

☐Owner's Request ☐Unforeseen ☐Consultant Error ☒Consultant Omission ☐Direct Owner Purchase ☐Tax Savings

EXHIBIT 3

Approved Change Order Item Log

Project Number	Project Name	Item #	Approved Date	Change Order Amount	Days Extended	Percent Change	Contractor	Reason	Description	Original Contract Amount	Actual Start
Change Order: 1				**$ 43,937.00**	**0**	**0.72%**					
P.001757	Central Park ES - SMART Program Renovations	4	07.19.2022	$ 4,590.00	0	0.08%	Lunacon Engineering Group, Corp.	Consultant Omission	The Contractor is to provide additional labor and materials to frame new drywall partitions in the Building 2 art labs and music room.	$ 6,079,000.00	09.09.2020
P.001757	Central Park ES - SMART Program Renovations	8	07.19.2022	$ 39,347.00	0	0.65%	Lunacon Engineering Group, Corp.	Consultant Omission	The Contractor is to provide additional labor and materials to install a total of fifty-one (51) overflow assemblies for Buildings 1-6 and 8-9.	$ 6,079,000.00	09.09.2020
Change Order: 2				**$ 2,851.00**	**0**	**0.05%**					
P.001757	Central Park ES - SMART Program Renovations	11	08.17.2022	$ 1,410.00	0	0.02%	Lunacon Engineering Group, Corp.	Consultant Error	The Contractor is to provide additional labor and materials to bring the music room sink, millwork, and plumbing components into ADA compliance.	$ 6,079,000.00	09.09.2020
P.001757	Central Park ES - SMART Program Renovations	16	08.17.2022	$ 1,441.00	0	0.02%	Lunacon Engineering Group, Corp.	Consultant Error	It was discovered that the existing chiller pumps are inadequate for the new chiller. Therefore, Contractor will provide additional labor and instrumentation for performing test and balance on two (2) chiller pumps.	$ 6,079,000.00	09.09.2020
Superintendent Letter CO-4				**$ 6,319.00**	**0**	**0.10%**					
P.001757	Central Park ES - SMART Program Renovations	1	11.17.2022	$ 6,319.00	0	0.10%	Lunacon Engineering Group, Corp.	Unforeseen	This change order includes the total purchase requisition and sales tax savings of DOP#1-INC-2 which is the increase in prices of equipment in DOP #1.	$ 6,079,000.00	09.09.2020
Superintendent Letter CO-5				**$ 5,735.00**	**0**	**0.09%**					
P.001757	Central Park ES - SMART Program Renovations	18	02.07.2023	$ 5,735.00	0	0.09%	Lunacon Engineering Group, Corp.	Unforeseen	The additional steel supports for goosenecks are required because the existing goosenecks are attached to the roof deck using screws which is not code compliant. And the additional steel supports for curbs are required because the existing ones were not adequate to support the new curbs.	$ 6,079,000.00	09.09.2020
Superintendent Letter CO-6				**$ 6,432.00**	**0**	**0.11%**					
P.001757	Central Park ES - SMART Program Renovations	3	03.31.2023	$ 6,432.00	0	0.11%	Lunacon Engineering Group, Corp.	Owner's Request	At the owner's request, the Contractor installed additional receptacles needed for the 17 new keyboards, and a new home run required for the existing power feed that ran through a wall that was demolisheds.	$ 6,079,000.00	09.09.2020
Change Order: 3				**$ 69,235.00**	**0**	**1.14%**					
P.001757	Central Park ES - SMART Program Renovations	13	07.18.2023	$ 52,130.00	0	0.86%	Lunacon Engineering Group, Corp.	Consultant Omission	Due to conflicts and space limitations above the ceiling, it was determined that the fan coils units needed to be installed at an alternate location which required changes to the electrical, condensate lines, and additional ceiling and drywall work. The Contractor is to provide labor, material, and equipment to install fan coil units in a different location than shown on permitted plans and install fused disconnects.	$ 6,079,000.00	09.09.2020
P.001757	Central Park ES - SMART Program Renovations	20	07.18.2023	$ 17,105.00	0	0.28%	Lunacon Engineering Group, Corp.	Consultant Omission	During construction, it was discovered that condensate pumps are needed to maintain the draining of condensate water from the fan coil units due to improperly installed slope for drainage. Therefore, the Contractor is to provide labor, material, and equipment to install condensate pumps for the new fan coil unites in Building 6 and the electrical provision required to power the pumps.	$ 6,079,000.00	09.09.2020
Superintendent Letter CO-8				**$ 26,434.00**	**0**	**0.43%**					
P.001757	Central Park ES - SMART Program Renovations	14	08.30.2023	$ 26,434.00	0	0.43%	Lunacon Engineering Group, Corp.	Unforeseen	The Contractor provided labor and materials to replace the existing Outside Air supply ducts inside Building-6. The existing ductwork was corroded.	$ 6,079,000.00	09.09.2020
Change Order: 4				**$ 153,127.00**	**0**	**2.52%**					
P.001757	Central Park ES - SMART Program Renovations	19	10.17.2023	$ 153,127.00	0	2.52%	Lunacon Engineering Group, Corp.	Consultant Error	During construction, it was discovered that the new fan coils do not fit inside the ceilings of the hallways as originally designed. Therefore, the Contractor is to provide labor, material and equipment to install fan coil units in Buildings 1, 4 and 5 above the ceiling grids inside the classrooms instead of the hallways.	$ 6,079,000.00	09.09.2020
Change Order: 5				**$ 51,991.00**	**0**	**0.86%**					
P.001757	Central Park ES - SMART Program Renovations	15	11.08.2023	$ 2,211.00	0	0.04%	Lunacon Engineering Group, Corp.	Unforeseen	There are seven (7) classrooms with non-operational stoves. These stoves were used to vent exhaust through the ceiling to the outside. The non-operational stoves have since been removed and as a result, the associated goosenecks were left exposed. Therefore, the Contractor is to provide labor, materials, and equipment to install covers for the exposed goosenecks.	$ 6,079,000.00	09.09.2020

P.001757	Central Park ES - SMART Program Renovations	22	11.08.2023	$ 3,880.00	0	0.06%	Lunacon Engineering Group, Corp.	Unforeseen	It was discovered during construction that the duct heater for the Air Handling Unit (AHU) in Building 1 required additional clearance to be installed. Therefore, the Contractor is to provide labor, materials, and equipment to relocate the duct heater from the mechanical room to an adjacent storage room to comply with the required clearances.	$ 6,079,000.00	09.09.2020
P.001757	Central Park ES - SMART Program Renovations	30	11.08.2023	$ 45,900.00	0	0.76%	Lunacon Engineering Group, Corp.	Owner's Request	The Contractor was requested to perform a structural evaluation of the structural support of the rooftop mechanical equipment of each roof which was not included in the Contractor's initial scope of work. While this evaluation was being performed, the surface level of the inter-ply of the Building 2 roof deteriorated. It was determined that it needed to be cleaned and covered to maintain the roof warranty. The Contractor is to provide labor, material, and equipment to clean the existing inter-ply and install new inter-ply over the existing one.	$ 6,079,000.00	09.09.2020
Change Order: 6				**$ 11,423.00**	**0**	**0.19%**					
P.001757	Central Park ES - SMART Program Renovations	17	Pending Board Approval	$ 11,423.00	0	0.19%	Lunacon Engineering Group, Corp.	Consultant Omission	The original drawings called for the existing Outside Air Intake Ductwork to remain. However, during construction, it was discovered that the existing ductwork is completely corroded and needs to be replaced in order to provide a fully functioning HVAC system. Therefore, the Contractor is to provide labor, materials, and equipment to install ten (10) inches of outside air intake ductwork in Building 1.	$ 6,079,000.00	09.09.2020
Grand Totals:				**$ 366,061.00**	**0**	**6.21%**					

EXHIBIT 4

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Change Order #6
LUNACON ENGINEERING GROUP, CORP.
Central Park Elementary School
P.001757

School Board Meeting: 01.23.2024

The financial impact of this item is $11,423.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2023).

There is an additional impact to the project budget

Funds in the amount of $4,539.00 will come from the Capital Projects Reserve. This changes the project from $7,973,000.00 to $7,977,539.00

Department Name	Department Head
Capital Budget	Omar Shim, Director
	Jeffrey Whitney - 12/13/2023
	Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	JJ. Capital Program
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-8.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **Change Order #7 - Olsen MS**

REQUESTED ACTION: **Approve Change Order #7 in the amount of $39,338 and 61 days added to the contract duration for Olsen Middle School, Project No. P.001955, District 1.**

RATIONALE:

For the Requested Action(s), Background/History, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Change Order
- Time Impact Analysis (TIA)
- Approved COI Log
- Collaboration Form

FINANCIAL IMPACT:

$39,338 additional spend authority funded from the current project budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Deborah G. Czubkowski	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Deborah G. Czubkowski, Chief Facilities Officer

Signature

Deborah G. Czubkowski, Chief Facilities Officer

Electronic Signature

Form $4189 Revised 7/23

PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

EXHIBIT 1

For more information, please contact:
Deborah G. Czubkowski
Chief Facilities Officer
754-321-2659

EXECUTIVE SUMMARY
Change Order #7
Johnson-Laux Construction, LLC
Song & Associates, Inc.
Olsen Middle School, Dania Beach
SMART Program Renovations
Project No. P.001955
ITB 19-164C

MASTER PROJECT SUMMARY

Total Project Budget

Construction Budget:	$	5,479,189
Soft Cost Budget:	$	1,593,811
(Design, FF&E, IT, Mgmt. Fees, etc.)		
Original D.E.F.P. Budget:	**$**	**7,073,000**
Approved Add. Funding:	$	3,981,315
(JJ-7, 08/19/20)		
New Funding Request:	$	0
Current Revised Budget:	**$**	**11,054,315**

Total Project Schedule Summary

-Notice to Proceed: 12/18/20

-Current Projected Substantial Completion Date: 01/10/24

-Current Projected Final Completion Date: 03/10/24

Change Order Analysis

Consultant Error	0.81%
Consultant Omission	1.11%
Owner's Request	-2.51%
Unforeseen	2.91%
Tax Savings from DOP	0.00%
Total	**2.32%**

Requested Action:

Approve this Change Order #7 in the amount of $39,338 and 61 days added to the contract duration.

What would the impact be if the Board votes "yes" or "no" for this Board item?

If yes: The impact of this item, if approved, ensures the completion of the scope of work.

If no: A delay in the approval of this item could further delay the completion of the capital project.

Background/History:

The scope of work for the project includes fire sprinklers, safety/security upgrades, building envelope improvements, electrical improvements, HVAC improvements, and media center improvements.

Construction Contract Summary:

ORIGINAL BASE CONTRACT:	$	9,108,315.00	550 Days
DIRECT OWNER PURCHASE(S):	$	(1,639,397.59)	0 Days
PREVIOUSLY APPROVED CO'S:	$	171,570.00	481 Days
CURRENT CO REQUEST:	$	39,338.00	61 Days
CURRENT REVISED CONTRACT:	**$**	**7,679,825.41**	**1,092 Days**

Status of Work:

Construction of the project is 85% complete.

Change Order Items:

Item #1 – (COI #30) Relocation of Condensate Drain in Building 8: During construction, it was identified that the volume of condensate from all units was too high for a drywell per District standards and that the condensate drain would require connection to the storm water drain line in lieu of a drywell. Therefore, the Contractor is to provide labor and material to complete the condensate drains in Building 8. (Consultant Omission – $8,187; Add 61 Days)

Item #2 – (COI #42) Installation of Door to Grant Access in Building 1: Original drawings did not include access to air handling unit 1 (AHU 1) in Building 1. Therefore, the Contractor is to provide labor, materials, and equipment to install a new door giving access to AHU 1 in Building 1. (Consultant Omission – $13,126; Add 0 Days)

Item #3 – (COI #46) Relocate Existing Electrical Wiring in Building 10: The partial ceiling removal uncovered existing electrical items that did not meet Florida Building Code and electrical work would be required to accommodate the new ductwork routing. Therefore, the Contractor is to provide labor, material and equipment to make corrections to existing electrical issues above ceiling and to relocate existing electrical items to accomodate new ductwork in Building 10. (Unforeseen - $16,326; Add 0 Days)

Item #4 – (COI #47) Relocation of Fire Alarm Strobe in Building 3 (Classroom): Upon inspection it was discovered that the new walls in Room 813 were obstructing the view of the fire alarm strobe. Therefore, the Contractor is to provide labor, material and equipment to relocate fire alarm strobe. (Consultant Omission - $1,699; Add 0 Days)

Action Plan:

This change order has been reviewed for entitlement by AECOM and cost by Atkins. The above-referenced Change Order Items, COI #30, COI #42, COI #46 and COI #47 were recommended for approval by the Change Order Review Panel (CORP).

The requests for additional time are supported by a Time Impact Analysis (TIA), which has been analyzed and recommended for approval by an Independent Claims Analyst Forensic Scheduler. See Exhibit 3 – Time Impact Analysis (TIA).

Measurable Outcome(s)/Return on Investment:

The approval of this item ensures the required scope of work is completed to meet District criteria.

Financial Impact:

The financial impact of this item is $39,338 and will be funded from the current project budget.

EXHIBIT 2

The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, FL 33311
(754) 321-1500

Document 01250g (00 63 63)-Construction Change Order-Item # 30

Facility Name:	Olsen Middle School	Date:	10.25.2023
Project Name:	Olsen MS - SMART Program Renovations	Project #	P.001955
Location No:	0471		
Contractor:	JOHNSON-LAUX CONSTRUCTION, LLC 650 GARDEN COMMERCE PKWY-STE 100 WINTER GARDEN,Florida 34787	Reference Letter Dated:	

Description of Change:
This change order represents part 3 of ASI 8 revisions which required additional labor and material to complete the condensate drains in Building 8.

Attachments: _____

Reason For Change:
Revisions made to provide for a Condensate Drain connection to the storm water system.

Summary:
Total Credits and/or Added Costs: Add: $8,187.00
Deduct:
The Contract Time will be Increased by: 61 Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended	Accepted	Reviewed and Concurred
Jesus Novoa 10.26.2023	Austin Delie 10.27.2023	Chris Meyers 10.27.2023
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Jesus Novoa	Austin Delie	Chris Meyers
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
SONG & ASSOCIATES, INC.	JOHNSON-LAUX CONSTRUCTION, LLC	AECOM
Project Consultant's Firm Name	Contractor's Firm Name	The School Board of Broward County, FL

Consultant Concurs with Categorization:
☐ Yes ☒ No

FOR OFFICE USE ONLY

Direct Owner Purchase (DOP)

☐Owner's Request ☐Unforeseen ☐Consultant Error ☒Consultant Omission ☐Direct Owner Purchase ☐Tax Savings

The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, FL 33311 **(754) 321-1500**

Document 01250g (00 63 63)-Construction Change Order-Item # 42

Facility Name:	Olsen Middle School	Date:	10.25.2023
Project Name:	Olsen MS - SMART Program Renovations	Project #	P.001955
Location No:	0471		
Contractor:	JOHNSON-LAUX CONSTRUCTION, LLC 650 GARDEN COMMERCE PKWY-STE 100 WINTER GARDEN,Florida 34787	Reference Letter Dated:	

Description of Change:
provide materials and labor to add a new door for 1-101.

Attachments:

Reason For Change:
To provide access to new AHU1-1 not on original plans

Summary:
Total Credits and/or Added Costs: Add: $13,126.00
Deduct:
The Contract Time will remain unchanged. Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended	Accepted	Reviewed and Concurred
Jesus Novoa 10.26.2023	Austin Delie 10.27.2023	Chris Meyers 10.27.2023
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Jesus Novoa	Austin Delie	Chris Meyers
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
SONG & ASSOCIATES, INC.	JOHNSON-LAUX CONSTRUCTION, LLC	AECOM
Project Consultant's Firm Name	Contractor's Firm Name	The School Board of Broward County, FL

Consultant Concurs with Categorization:
☒ Yes ☐No

FOR OFFICE USE ONLY

Direct Owner Purchase (DOP)

☐Owner's Request ☐Unforeseen ☐Consultant Error ☒Consultant Omission ☐Direct Owner Purchase ☐Tax Savings

The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, FL 33311 **(754) 321-1500**

Document 01250g (00 63 63)-Construction Change Order-Item # 46

Facility Name:	Olsen Middle School	Date:	11.15.2023
Project Name:	Olsen MS - SMART Program Renovations	Project #	P.001955
Location No:	0471		
Contractor:	JOHNSON-LAUX CONSTRUCTION, LLC 650 GARDEN COMMERCE PKWY-STE 100 WINTER GARDEN,Florida 34787	Reference Letter Dated:	

Description of Change:
Provide labor, material and equipment to make corrections to existing electrical issues above ceiling to meet code and re-locate existing electrical items to accommodate new ductwork in Building 10.

Attachments:

Reason For Change:
The partial ceiling removal uncovered existing electrical items that did not meet code and electrical work needed to accommodate the new ductwork routing.

Summary:
Total Credits and/or Added Costs: Add: $16,326.00
Deduct:
The Contract Time will remain unchanged. Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended	Accepted	Reviewed and Concurred
Jesus Novoa 11.17.2023	Austin Delie 11.20.2023	Chris Meyers 11.20.2023
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Jesus Novoa	Austin Delie	Chris Meyers
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
SONG & ASSOCIATES, INC.	JOHNSON-LAUX CONSTRUCTION, LLC	AECOM
Project Consultant's Firm Name	Contractor's Firm Name	The School Board of Broward County, FL

Consultant Concurs with Categorization:
☒ Yes ☐No

FOR OFFICE USE ONLY

					Direct Owner Purchase (DOP)
☐Owner's Request	☒Unforeseen	☐Consultant Error	☐Consultant Omission	☐Direct Owner Purchase	☐Tax Savings

The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, FL 33311 **(754) 321-1500**

Document 01250g (00 63 63)-Construction Change Order-Item # 47

Facility Name:	Olsen Middle School	Date:	11.15.2023
Project Name:	Olsen MS - SMART Program Renovations	Project #	P.001955
Location No:	0471		
Contractor:	JOHNSON-LAUX CONSTRUCTION, LLC 650 GARDEN COMMERCE PKWY-STE 100 WINTER GARDEN,Florida 34787	Reference Letter Dated:	

Description of Change:
Relocate fire alarm strobe in classroom 813

Attachments:

Reason For Change:
New walls in classroom 813 obstructed view of fire alarm strobe

Summary:
Total Credits and/or Added Costs: Add: $1,699.00
Deduct:
The Contract Time will remain unchanged. Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended	Accepted	Reviewed and Concurred
Jesus Novoa 11.17.2023	Austin Delie 11.20.2023	Chris Meyers 11.20.2023
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Jesus Novoa	Austin Delie	Chris Meyers
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
SONG & ASSOCIATES, INC.	JOHNSON-LAUX CONSTRUCTION, LLC	AECOM
Project Consultant's Firm Name	Contractor's Firm Name	The School Board of Broward County, FL

Consultant Concurs with Categorization:
☒ Yes ☐No

FOR OFFICE USE ONLY

Direct Owner Purchase (DOP)

☐Owner's Request ☐Unforeseen ☐Consultant Error ☒Consultant Omission ☐Direct Owner Purchase ☐Tax Savings

EXHIBIT 3

AECOM

Established 1915

BROWARD County Public Schools

Time Impact – Independent Validation Analysis

Project: P.001955, Olsen Middle School

Ref: 01 32 16 Construction Schedule Critical Path Method
Contractor Change Order Request PCO-30

Project Reference: Olsen Middle School
Project Number: P.001955

October 13, 2023

Prepared for:
Broward County Public Schools

Prepared by:
Ibrahim Haider AECOM
cc: PPM Project Controls Group East Region

Delivering a better world

Quality Information

Prepared by	Checked by	Verified by
Ibrahim Haider Project Controls Analyst IV		Katherine Marois Project Controls Director

Revision History

Revision	Revision date	Details
00	10/13/2023	Initial Report

Table of Contents

1. Introduction 3
2. Executive Summary 4
3. Background 5
4. Quantitative Analysis 5
5. Qualitative Analysis 8
6. Responsibility Matrix 9

This review is intended to be in accordance with specification section 01 32 16 Construction Schedule Critical Path Method-CPM and section 01 26 00 Change Modification Procedures of the contract documents. This review does not include verification of compliance with contractual instruments or any other management operations related Change modification procedures. This review is not intended in any way to conflict with or misconstrue the program's management or contractual instruments or processes for settling cost or time changes. This review does not include verification of the program's change modification procedures. The findings, data, and recommendation contained in this review letter does not include or guarantee compliance with any local or international building code, or any validation that any referenced design is compliant with any engineering or architectural standards (building, structural, roofing, electrical, mechanical, plumbing, or any other construction discipline); this is the responsibility of the Owner and Authorities Having Jurisdiction. Any project delays, past, concurrent to, or future, other than the subject delay being reviewed herein, reflected in the Contractor's construction schedule are not approved or accepted as a result of comments or the recommendations contained throughout this review document. This review is intended to be independent in methodology and based on industry recommended practices for Time Impact Analysis, while also in orchestration with the stipulations and objectives of the above referenced program. AECOM notes that the analysis and report is quantitative in approach, not qualitative. Thus, any anecdotal reasoning or information that is counter to or outside of AECOM's independent investigation, or counter to the recommendation contained herein, AECOM reserves the right to consider those at a later time.

Copyright © 2023 by AECOM

All rights reserved. No part of this copyrighted work may be reproduced, distributed, or transmitted in any form or by any means without the prior written permission of AECOM.

Contractor: Johnson-Laux Construction LLC A/E: Songs & Associates, Inc.	Owner: Broward County Public Schools
Date of Review: 13-Oct-2023	Project Number: P.001955 Project NTP Date: 18-Dec-2020
.XER File(s) Submitted: P.001955_OMS_Post-Impact_CO 2.xer P.001955_OMS_Pre-Impact_CO 2.xer	Contract Duration: 550 CDs Original Contract SC Date: 21-June-22 Approved Time Extensions: (None)
	Report Subject: Forensic Schedule Delay Analysis

1. Introduction

1.1 All schedule activity names referenced in this review letter will be *italicized*. Related project documentation referenced throughout this review letter will be *italicized*.

1.2 Definitions: The term “longest-path” is defined as the interconnected chain of critical activities in which the total duration of that path is longer than any other path. For continuity of understanding across all present and forthcoming parties to view this document, the term “critical” will be used as the short form of the term “longest path.” The term “critical” is defined as activities having a total float equal to or less than zero (0) days. The term “unimpacted schedule” can be defined as the “base” schedule or latest Owner-accepted schedule prior to the start of the subject delay event. Where not elsewise differentiated, the term “days” will be used instead of calendar days or consecutive days for brevity. Schedule terminology contained throughout this review letter will use the above expressed definitions unless otherwise delineated. For the purposes of this report: “Excusable Delays” are defined as delays that are unforeseeable and beyond the control of the contractor. “Non-Excusable Delays” are defined as delays that are foreseeable or within the contractor's control.

1.3 Methodology: AECOM used a modified Method in Practice (MIP) 3.7. “Retrospective Time Impact Analysis (TIA)” methodology to validate the contractor’s TIA submission via independent analysis as described in AACE International Recommended Practice No. 52R-06. This method was slightly modified as it contains schedule activities that model the delay event both retrospectively (in the past) and prospectively (in the future) based on key assumptions discussed herein. This MIP was chosen as the “best fit” for the contractor’s submission since it utilized a contemporaneous to the delay event schedule file and performs a schedule analysis by adding a modeled event to an unimpacted schedule to measure project progress both pre and post impact. This method is used for projects which are on-going and thus provide a forward-looking perspective in near-real time context.

1.4 Files Reviewed: In preparation for this report, AECOM reviewed the following files:

- *Pre-impact schedule Data Date February 28, 2023*
- *Post-impact schedule Data Date April 30, 2023*
- *December 2022 Updates*
- *Time delay narrative*
- *Previous time extension*
- *ASI 8 Part 3*
- *Professional Service Agreement*
- *ASI 8 Part 3*

2. Executive Summary

2.1 Olsen MS, P.001955 to date has not achieved Substantial Completion (SC).

2.2 The original SC of 22-Jun-22 is already extended by 481 days to 13-Oct-23.

2.3 This change request is associated with ASI 8 Part 3 and CHANG-29, a continuous series of delay events associated with ASI 8.

2.4 CHNG-29 is eliminating condensate drywall and tying the condensate to storm drain line as per ASI 8.

2.5 The contractor initiated this change on 07-Nov-22 prior to getting access to building # 8. It was in the AE's court for 72 days before responding.

2.6 The contractor was granted access to Building 8 on 06-Mar-23 but due to change order not being processed the contractor could not proceed with critical activities.

2.7 The CCD was issued on 11-April-23, and it took the contractor additional 20 days to do the work.

2.8 The contractor had to sequentially complete one building to start work on another building.

2.9 The contractor requested 62 days for issuance of CCD and additional work, while the Net Impact of this on the SC is 61 days.

2.10 The Project Management team was interviewed and ultimately agree with the findings of this report.

Recommendation

2.11 It is recommended that an **excusable, non-compensable extension of Sixty-one (61) days are added to the new SC**, with Final Completion (FC) also extended accordingly, with the responsibility categorized as depicted below.

Event	Contractor	Owner	A/E	Other	Net Impact
CCD # 3 issuance and execution of additional work	0	26	35	0	61

2.12 Given the above:

NTP	18-Dec-2020
Original Contract Duration	550 days
Previous extension (CHNG-2, CHANG-14 & CHNG-21)	481 days
SC after CHNG-2 & CHANG-14	13-Oct-23
Delays associated with CHNG-29 (PCO-30)	61 days
New SC	15-Dec-23

Justification for Recommendation

2.13 The delay events are summarized as follows:

Delay Event		Impact Delay Days	Responsibility
1	CCD # 3 issuance and execution of additional work	61	AE = 35 Owner = 26

2.14 Delay Event 1: (Scope Change): After obtaining access to Building #8 on 06-Mar-23 the contractor had to wait for a CCD to issue and proceed with critical work. Swing space is a major issue in this project and the contractor must finish work in one building to start work in another building. The contractor initiated CHNGE-29 approximately 5 months ahead of obtaining access to Building #8. AE initially responded to the contractor after 72 days and it took another three months for the CCD to be issued. Had the AE reviewed the documents and responded to contractor's submission of CHNG-29 within their contractual obligations of 14 days, the CCD would have been issued prior to contractor getting access to Building #8. Out of the total 61 days impact to SC, **AE is responsible for 35 days delaying CCD process and 26 days are categorized as other due to scope change** with no responsible for. **This delayed the SC by 61 days, partially distributed between AE and unforeseeable condition due to scope change.**

3. Background

3.1 NTP was issued on 18-Dec-20. The original contract duration was five-hundred and fifty (550) days from NTP to SC, and an additional thirty (30) days from SC to Final Completion (FC), five-hundred and Eighty (380) days total. The scope of work for the project includes roofing, mechanical, interior, and exterior and electrical work.

3.2 An extension of 481 days has been granted to the project through CHNG-2, CHNG-14, and CHNG-21.

3.3 Olsen MS, P.001955 to date has not achieved Substantial Completion (SC).

3.4 Due to limited swing space the contractor could not switch work between buildings nor could start work on another building until one is completely turned over to the school. All work had to be performed sequentially. A delay in one building impacts the whole project by hindering starting work on another building.

3.5 During an AOC meeting in February 2022 there was a discussion on altering FISH plan that led to the initiation of ASI 8, changing scope in few buildings including 8.

3.6 ASI 8 changes to building 8, was eliminating condensate drywall and tying the condensate to storm drain line.

3.7 The contractor initiated this change on 07-Nov-22 prior to getting access to building # 8 which was 06-Mar-23.

3.8 The contractor could not proceed with critical activities until CCD was issued on 11-Apr-23.

4. Quantitative Analysis

4.1 February 2023 updates are used as pre-impact to CHNG-29. The events started on 07-Nov-22 when the contractor initiated CHNGE-29 but started impacting the SC when the contractor was given access to Building #8. The pre-impact schedule models Building #8 on the critical path followed by Building 6. Due to limited swing space, those buildings are planned sequentially, that is a second building can be started after turning over the first to school.

4.2 See graphic next page.

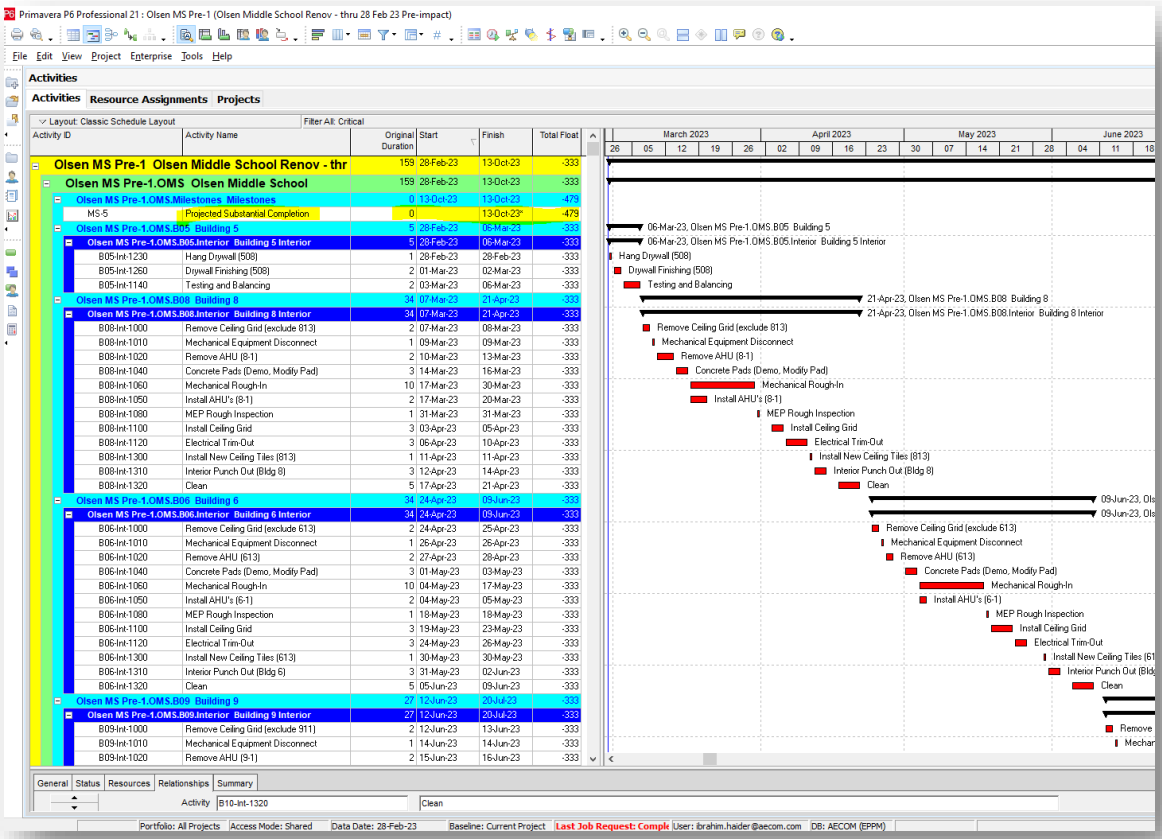


Figure 1: Pre-impact models Building 8 on critical path

4.3 ASI 8 changes to Building # 3 was eliminating condensate drywall and tying the condensate to storm drain line affecting mechanical work in Building 8. The contractor-initiated CHNG-29 on 07-Nov-22, 5 months before getting access to building #8. **It took AE 72 days to review and provide initial respond to contractor for the submitted documents, which AE should have reviewed and responded within 14 days**.

13.12 The Design Professional shall promptly review, and take other appropriate action upon Contractor's submittals such as shop drawings, product data and samples, per conformance with the design concept of the contract documents. Such action shall be taken within fourteen (14) days of receipt by Design Professional unless Owner and Design Professional otherwise mutually agree.

13.12.1 Design Professional's review shall not constitute review or approval of safety

Figure 2: AE's obligation to review contractor's docs within 14 days

Routing History - Profile 1 - Microsoft Edge

https://app.e-builder.net/da2/Processes/RoutingHistory.aspx?InstanceID={fed79177-5692-406b-bc7a-c3e4d969ae2c}

e-Builder

Routing History

Routing History | History

Details

Show Workflow | Cancel

Name: CHNG - 29
Status: Submitted

Steps

Export

#	Step Name	Spawned	Actor	Action	Due Date	Completed	Age(d)	Status
1	Start		Austin Delie	Submit		11.07.2022 01:28 PM		Completed
2	A/E or GC			false		11.07.2022 01:28 PM	0	Completed
3	(02)GC 1250 B/C/D		Austin Delie	Submit		11.07.2022 01:29 PM	0	Completed
4	(03)A/E Review and 1250 E/G/H		Jesus Novoa	Revise&Resubmit		01.19.2023 10:52 AM	72.9	Completed
5	(02)GC 1250 B/C/D		Austin Delie	Submit		02.03.2023 12:04 PM	15	Completed
6	(03)A/E Review and 1250 E/G/H		Jesus Novoa	Revise&Resubmit		02.16.2023 09:18 AM	12.9	Completed
7	(02)GC 1250 B/C/D		Austin Delie	Submit		02.16.2023 12:01 PM	0.1	Completed
8	(03)A/E Review and 1250 E/G/H		Jesus Novoa	Submit		02.16.2023 03:59 PM	0.2	Completed
9	(04)PM Initial Review		Angel Diez	Review		02.17.2023 10:17 AM	0.8	Completed
10	Sum >= 25k			false		02.17.2023 10:17 AM	0	Completed

Figure 3: AE holding CHNG-29 process for over 72 days in their court

4.4 **Issuance and implementation of CCD#3 delayed the new SC of 13-Oct-23 by 61 days.** Figure below shows adding a delay fragnet of ASI 8 Part# 3, Condensate bldg#8 delay, into the February 2023 updates delays the SC by 61 days.

4.5 See graphic next page.

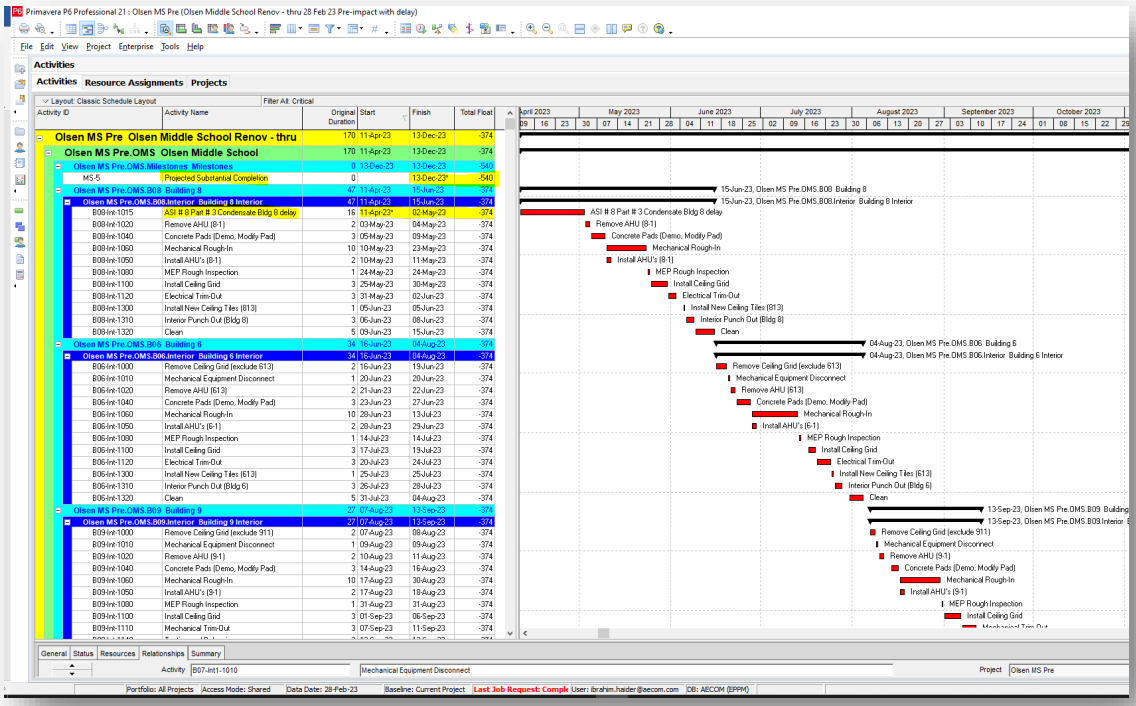


Figure 4: ASI 8 Part #3 changes in Building 8 delays New SC by 61 days

4.6 The Reviewer below event impacting SC:

- Delay Event (Scope Change): After obtaining access to Building #8 on 06-Mar-23 the contractor had to wait for a CCD to issue and proceed with critical work. Swing space is a major issue in this project and the contractor must completely handover one building to the school and start work on another building. The contractor initiated and submitted CHNGE-29 approximately 5 months ahead of obtaining access to Building #8. AE initially responded to contractor after 72 days and it took another three months for the CCD to be issued. **The total impact of this event to the project is 61 days.**

5. Qualitative Analysis

5.1 Due to limited swing space the contractor could not switch work between buildings nor could start work on another building until one is completely turned over to the school. A delay in one building impacts the whole project by hindering starting work on another building.

5.2 During an AOC meeting in February 2022 there was a discussion on altering FISH plan that led to the initiation of ASI 8. CHNG-29 is implementing ASI 8 Part #3 in building #8, eliminating condensate drywall and tying the condensate to storm drain line.

5.3 The delay ultimately started impacting the SC when the contractor was given access to building #8 but they had to wait for CCD#3 to issue.

5.4 The contractor could not proceed with critical work until CCD was issued on 11-Apr-23.

5.5 The contractor initiated CHNGE-29 approximately 5 months prior to obtaining access to Building #8. AE initially responded to contractor's submission of CHNG-29 after 72 days and it took another three months for the CCD to be issued. Had the AE reviewed the documents and responded to contractor within their contractual obligations of 14 days, the CCD would have been issued prior to contractor getting access to Building #8.

5.6 Reviewer determined that the issuance of CCD#3 and its execution impact the Project's Substantial Completion by Sixty-one (61) days.

6. Responsibility Matrix

6.1 Delay Event: (Scope Change): After obtaining access to Building #8 on 06-Mar-23 the contractor had to wait for a CCD to issue and proceed with critical work. Swing space is a major issue in this project and the contractor must finish work in one building to start work in another building. The contractor initiated CHNGE-29 approximately 5 months ahead of obtaining access to Building #8.

6.2 AE initially responded to contractor's submission of CHNG-29 after 72 days and it took another three months for the CCD to be issued. Had the AE reviewed the documents and responded to contractor within their contractual obligations of 14 days limit, the CCD would have been issued prior to contractor getting access to Building #8.

6.3 **This delayed the SC by 61 days, where the AE is responsible for 35 days due to delaying CCD issuance.**

6.4 **26 days are allocated to execute the work covered by the CCD.**

6.5 **Therefore, the total delay is considered excusable.**

Contractor	Owner	A/E	Unforeseen condition	Net Impact
0	26	35	0	61

AECOM

3101 Wilson Boulevard, Suite 900
Arlington, Virginia 22201, USA

aecom.com

EXHIBIT 4

Approved Change Order Item Log

Project Number	Project Name	Item #	Approved Date	Change Order Amount	Days Extended	Percent Change	Contractor	Reason	Description	Original Contract Amount	Actual Start
Change Order: 1				**$ 45,210.00**	**0**	**0.50%**					
P.001955	Olsen MS - SMART Program Renovations	6	10.12.2021	$ 45,210.00	0	0.50%	Johnson-Laux Construction, LLC	Unforeseen	During construction, it was discovered that Securock is needed where the existing lightweight insulated concrete remains in order to help eliminate ponding on the roof and provide proper roof drainage to the existing drains and crickets. Labor, materials, and equipment are required for the installation of the Securock.	$ 9,108,315.00	12.18.2020
Change Order: 2				**$ (236,840.00)**	**0**	**-2.60%**					
P.001955	Olsen MS - SMART Program Renovations	4	12.14.2021	$ (236,840.00)	0	-2.60%	Johnson-Laux Construction, LLC	Owner's Request	Original plans called for the “back sides” of the roof crickets to have a lightweight insulated concrete (LWIC) overlay which would provide a slope to the roof drains. However, the existing LWIC for Buildings 1-10 and 16 is in good shape based on a recent roofing survey. Therefore, the existing concrete will remain and a credit for the cost of labor, materials, and equipment that would have been required for the LWIC overlay will be returned to the project budget.	$ 9,108,315.00	12.18.2020
Change Order: 3				**$ 192,493.00**	**0**	**2.11%**					
P.001955	Olsen MS - SMART Program Renovations	3	03.15.2022	$ 192,493.00	0	2.11%	Johnson-Laux Construction, LLC	Unforeseen	Additional labor and equipment were required for the removal of existing coping cap substrate found during demolition that was damaged beyond use. Change Order is also inclusive of removal work to clean the demolished area for new roofing membrane.	$ 9,108,315.00	12.18.2020
Change Order: 4				**$ 23,881.00**	**0**	**0.26%**					
P.001955	Olsen MS - SMART Program Renovations	1	07.19.2022	$ 23,881.00	0	0.26%	Johnson-Laux Construction, LLC	Consultant Omission	The Contractor is to provide additional labor and material required for the complete removal of enhanced structure.	$ 9,108,315.00	12.18.2020
Superintendent Letter CO-8				**$ 27,872.00**	**0**	**0.31%**					
P.001955	Olsen MS - SMART Program Renovations	17	03.31.2023	$ 8,155.00	0	0.09%	Johnson-Laux Construction, LLC	Owner's Request	During the shop drawing submittal process, District staff requested the covered walkways outside of Building 2 be provided with fire sprinkler coverage.	$ 9,108,315.00	12.18.2020
P.001955	Olsen MS - SMART Program Renovations	20	03.31.2023	$ 19,717.00	0	0.22%	Johnson-Laux Construction, LLC	Consultant Error	The existing electrical GFI posts did not meet Broward County specifications.	$ 9,108,315.00	12.18.2020
Superintendent Letter CO-9				**$ 1,025.00**	**0**	**0.01%**					
P.001955	Olsen MS - SMART Program Renovations	16	03.31.2023	$ 1,025.00	0	0.01%	Johnson-Laux Construction, LLC	Unforeseen	Reimbursement to the Contractor for stormwater discharge permit and tree removal license costs from the Florida Department of Enviornmental Protection.	$ 9,108,315.00	12.18.2020
Change Order: 5				**$ 58,881.00**	**214**	**0.65%**					
P.001955	Olsen MS - SMART Program Renovations	2	08.08.2023	$ 54,001.00	119	0.59%	Johnson-Laux Construction, LLC	Consultant Error	During construction, it was discovered that there were no variable frequency drive (VFDs) indicated for thriteen (13) air handler units (AHU). Therefore, the Contractor provided labor, material, and equipment to furnish and install thirteen (13) VFDs.	$ 9,108,315.00	12.18.2020
P.001955	Olsen MS - SMART Program Renovations	14	08.08.2023	$ -	95	0.00%	Johnson-Laux Construction, LLC	Unforeseen	During construction it was discovered that the school does not have enough swing space to allow for construction to occur in several buildings at the same time, as originally planned. Therefore, this request for time extension is due to the limited building access to complete scope of work.	$ 9,108,315.00	12.18.2020
P.001955	Olsen MS - SMART Program Renovations	24	08.08.2023	$ 4,880.00	0	0.05%	Johnson-Laux Construction, LLC	Unforeseen	Due to schedule delays, the chiller equipment remained in storage for longer than anticipated. Therefore, this change order is for the additional cost for the extended warranty.	$ 9,108,315.00	12.18.2020
Superintendent Letter CO-11				**$ 6,070.00**	**0**	**0.07%**					
P.001955	Olsen MS - SMART Program Renovations	19	08.30.2023	$ 1,071.00	0	0.01%	Johnson-Laux Construction, LLC	Consultant Omission	This change is for the costs associated to provide labor and materials for the new ductwork penetrations through CMU walls (GC discovered this during construction) in Buildings 5, 6, 8, & 9.	$ 9,108,315.00	12.18.2020
P.001955	Olsen MS - SMART Program Renovations	28	08.30.2023	$ 4,999.00	0	0.05%	Johnson-Laux Construction, LLC	Unforeseen	This change is for the cost associated to provide labor and materials for additional work required to complete the electrical scope of work in Building 5. Scope includes re-routing existing above ceiling electrical conduits in the path of new ductwork, new low-profiled light fixtures, and adjusting the ceiling height to accommodate new ductwork layout.	$ 9,108,315.00	12.18.2020
Change Order: 6				**$ 52,978.00**	**267**	**0.58%**					
P.001955	Olsen MS - SMART Program Renovations	20	11.08.2023	$ 19,758.00	134	0.22%	Johnson-Laux Construction, LLC	Consultant Omission	The Contractor provided labor, equipment, and materials to execute plan revisions that were required to complete the mechanical scope in Building 5. The Contractor was required to complete this work before construction began in Building 8 to ensure that the classrooms would be available to the school. The revised mechanical scope included various ductwork changes in Rooms 508A and 510 as well as the addition of a condensate floor drain.	$ 9,108,315.00	12.18.2020
P.001955	Olsen MS - SMART Program Renovations	27	11.08.2023	$ 33,220.00	133	0.36%	Johnson-Laux Construction, LLC	Consultant Omission	This change is for the costs associated with providing the labor, equipment, and materials required to execute approved plan revisions that will allow Room 508 to remain an ESE Resource Room as well as provide additional plumbing and electrical work to convert Room 508A from a Mechanical Room to a Material Storage Room.	$ 9,108,315.00	12.18.2020
Change Order: 7				**$ 39,338.00**	**61**	**0.43%**					
P.001955	Olsen MS - SMART Program Renovations	30	Pending Board Approval	$ 8,187.00	61	0.09%	Johnson-Laux Construction, LLC	Consultant Omission	During construction it was discovered that the volume of condensate from all units were too high for a drywell per District standards and the condensate drain needed to be connected to the storm water drain in lieu of a drywell. Therefore, the Contractor is to provide labor and material to complete the condensate drains in Building 8.	$ 9,108,315.00	12.18.2020
P.001955	Olsen MS - SMART Program Renovations	42	Pending Board Approval	$ 13,126.00	0	0.14%	Johnson-Laux Construction, LLC	Consultant Omission	Access to air handling unit 1 (AHU 1) in Building 1 were not on the original plans. There was a single door at one end that was being changed to a double door with a mechanical unit being built at the end. Access to the room is critical and requires a door installed at the opposing end. Therefore, the Contractor is to provide labor, materials and equipment to install a new door giving access to AHU 1 in Building 1.	$ 9,108,315.00	12.18.2020
P.001955	Olsen MS - SMART Program Renovations	46	Pending Board Approval	$ 16,326.00	61	0.18%	Johnson-Laux Construction, LLC	Unforeseen	The partial ceiling removal uncovered existing electrical items that did not meed Florida Building Code and electrical work is required to accommodate the new ductwork routing. Therefore, the Contractor is to provide labor, material and equipment to make corrections to existing electrical issues above ceiling and re-locate existing electrical items to accomodate new ductwork in Building 10.	$ 9,108,315.00	12.18.2020
P.001955	Olsen MS - SMART Program Renovations	47	Pending Board Approval	$ 1,699.00	0	0.02%	Johnson-Laux Construction, LLC	Consultant Omission	Upon inspection it was discovered that the new walls in room 813 were obstructing the view of the fire alarm strobe. Therefore, the Contractor is to provide labor, material and equipment to relocate fire alarm strobe.	$ 9,108,315.00	12.18.2020
Grand Totals:				**$ 210,908.00**	**542**	**2.32%**					

EXHIBIT 5

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Change Order #7
JOHNSON-LAUX CONSTRUCTION, LLC
Olsen Middle School
P.001955

School Board Meeting: 01.23.2024

The financial impact of this item is $39,338.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2023).

There is no impact to the project budget

Department Name	Department Head
Capital Budget	Omar Shim, Director

Omar Shim - 12/13/2023
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	JJ. Capital Program
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-9.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **Change Order #7 and Additional Funding - South Broward HS**

REQUESTED ACTION: **Approve Change Order #7 and additional funding request in the amount of $16,612 and no days added to the contract duration for South Broward High School, Project No. P.001838, District 1.**

RATIONALE:

For the Requested Action(s), Background/History, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Change Order
- Approved COI Log
- Collaboration Form

FINANCIAL IMPACT:

$16,612 change order requiring additional funding from the Capital Projects Reserve, increasing the project budget from $10,765,100 to $10,781,712.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Deborah G. Czubkowski	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Deborah G. Czubkowski, Chief Facilities Officer

Signature

Deborah G. Czubkowski, Chief Facilities Officer

Electronic Signature

Form $4189 Revised 7/23

PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

EXHIBIT 1

For more information, please contact:
Deborah G. Czubkowski
Chief Facilities Officer
754-321-2659

EXECUTIVE SUMMARY
Change Order #7
Johnson-Laux Construction, LLC
LIVS Associates, LLC
South Broward High School, Hollywood
SMART Program Renovations
Project No. P.001838
ITB FY20-154

MASTER PROJECT SUMMARY

Total Project Budget

Construction Budget:	$	4,616,053
Soft Cost Budget: (Design, FF&E, IT, Mgmt. Fees, etc.)	$	1,335,947
Original D.E.F.P. Budget:	**$**	**5,952,000**
Approved Add. Funding: (JJ-1, 08/19/20)	$	4,813,100
New Funding Request:	$	16,612
Current Revised Budget:	**$**	**10,781,712**

Total Project Schedule Summary

-Notice to Proceed: 12/28/20

-Current Projected Substantial Completion Date: 12/31/24

-Current Projected Final Completion Date: 03/01/25

Change Order Analysis

Consultant Error	0.44%
Consultant Omission	0.19%
Owner's Request	0.79%
Unforeseen	4.16%
Tax Savings from DOP	0.00%
Total	**5.58%**

Requested Action:
Approve this Change Order #7 and additional funding in the amount of $16,612 and no days added to the contract duration.

What would the impact be if the Board votes "yes" or "no" for this Board item?

If yes: The impact of this item, if approved, ensures that the existing stucco is removed, and the proper flashing is installed.

If no: If this item is not approved, it could further delay the completion of the capital project.

Background/History:
The scope of work for the project includes fire sprinklers, safety/security upgrades, ADA renovations related to educational adequacy, electrical improvements, HVAC improvements, STEM lab improvements, and building envelope improvements.

Construction Contract Summary:

ORIGINAL BASE CONTRACT:	$	8,275,545.00	530 Days
DIRECT OWNER PURCHASE(S):	$	(1,462,418.98)	0 Days
PREVIOUSLY APPROVED CO'S:	$	445,391.00	0 Days
CURRENT CO REQUEST:	$	16,612.00	0 Days
CURRENT REVISED CONTRACT:	**$**	**7,275,129.02**	**530 Days**

Status of Work:
Construction of the project is 80% complete.

Change Order Items:
Item #1 – (COI #15) Removal of Stucco and Installation of Flashing in Building 7: Original design called for the existing stucco on Building 7 to remain and for the flashing to be installed over the stucco. However, during demolition, it was identified that several areas of existing stucco were found to be partially delaminated from the substrate, preventing the roofing contractor from proceeding with proper flashing installation. Therefore, the Contractor is to provide labor, material, and equipment to remove stucco from several buildings to install flashing. (Consultant Error – $16,612; Add 0 Days)

Other Item:
Item #1 – Additional Funding Request: This change order item exceeds the available change order contingency in the project; therefore, $16,612 is being requested. The project has fully depleted the change order contingency and any future change orders will require additional

Board approval.

Action Plan:
This change order has been reviewed for entitlement by AECOM and received a recommendation for approval from the Change Order Review Panel (CORP).

Future requests from the Contractor for additional time, which are supported by a Time Impact Analysis (TIA), shall be analyzed by an Independent Claims Analyst Forensic Scheduler, and if acceptable shall be presented to the Board for consideration of approval at a future Board Meeting.

Measurable Outcome(s)/Return on Investment:
Approval of this item ensures that the existing stucco is removed, and the proper flashing is installed.

Financial Impact:
Additional funding in the amount of $16,612 is required from the Capital Projects Reserve and increases the project budget from $10,765,100 to $10,781,712.

EXHIBIT 2

The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, FL 33311 **(754) 321-1500**

Document 01250g (00 63 63)-Construction Change Order-Item # 15

Facility Name:	South Broward High School	Date:	07.05.2023
Project Name:	South Broward HS - SMART Program Renovations	Project #	P.001838
Location No:	0171		
Contractor:	JOHNSON-LAUX CONSTRUCTION, LLC 650 GARDEN COMMERCE PKWY-STE 100 WINTER GARDEN,Florida 34787	Reference Letter Dated:	

Description of Change:
Provide additional labor and material to remove stucco for several buildings to install the flashing.

Attachments:

Reason For Change:
AE details (ie:3/A8.0, 8/8.A.1, 20/8.3, 26/A8.4, 52/A8.8, 56/A8.9) call for existing stucco to remain and install the flashing above the stucco. During roof demolition, several areas of existing stucco were found to be partially delaminated from substrate, preventing the roofing contractor from proceeding with proper flashing installation. Many of these area were witnessed during our Friday 8/19/2022 site walk with the owner representative team (PM-OR, Team Leader, Construction Coordinator, Roofing consultant, AOR), roofing contractor, GC. The directive from the owner representative was to proceed with the demolition and install the flashing direct against the substrate. Additionally, Owner representative team requested to present Time and material tickets for this additional work.

Summary:

Total Credits and/or Added Costs:	Add:	$16,612.00
	Deduct:	
The Contract Time will remain unchanged.		0 Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended	Accepted	Reviewed and Concurred
Terrell Washington 11.02.2023	Antonio Osteicoechea 11.02.2023	Maxim Liubenco 11.03.2023
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Terrell Washington	Antonio Osteicoechea	Maxim Liubenco
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
LIVS ASSOCIATES, LLC	JOHNSON-LAUX CONSTRUCTION, LLC	AECOM
Project Consultant's Firm Name	Contractor's Firm Name	The School Board of Broward County, FL

Consultant Concurs with Categorization:
☒ Yes ☐No

FOR OFFICE USE ONLY

Direct Owner Purchase (DOP)

☐Owner's Request ☐Unforeseen ☒Consultant Error ☐Consultant Omission ☐Direct Owner Purchase ☐Tax Savings

EXHIBIT 3

Approved Change Order Item Log

Project Number	Project Name	Item #	Approved Date	Change Order Amount	Days Extended	Percent Change	Contractor	Reason	Description	Original Contract Amount	Actual Start
Change Order: 1				**$ 74,141.00**	**0**	**0.90%**					
P.001838	South Broward HS - SMART Program Renovations	1	06.14.2022	$ 65,629.00	0	0.79%	Johnson-Laux Construction, LLC	Owner's Request	The Contractor is to provide labor and materials for cabinetry, tables, countertops and student desks in ten (10) stem labs in Building 6.	$ 8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	9	06.14.2022	$ 8,512.00	0	0.10%	Johnson-Laux Construction, LLC	Unforeseen	The Contractor is to provide additional labor and materials to install vapor barrier in Building 6.	$ 8,275,545.00	12.28.2020
Superintendent Letter CO-4				**$ 597.00**	**0**	**0.01%**					
P.001838	South Broward HS - SMART Program Renovations	6	03.31.2023	$ 597.00	0	0.01%	Johnson-Laux Construction, LLC	Unforeseen	Contractor provided labor and material to remove the existing deteriorated guardrail.	$ 8,275,545.00	12.28.2020
Change Order: 2				**$ 310,050.00**	**0**	**3.75%**					
P.001838	South Broward HS - SMART Program Renovations	11	04.11.2023	$ 310,050.00	0	3.75%	Johnson-Laux Construction, LLC	Unforeseen	During construction, additional moisture testing was performed and showed unacceptable elevated moisture. The contractor will provide labor and materials to remove and replace the substrate on multiple roofs.	$ 8,275,545.00	12.28.2020
Superintendent Letter CO-6				**$ 5,345.00**	**0**	**0.06%**					
P.001838	South Broward HS - SMART Program Renovations	22	04.19.2023	$ 5,345.00	0	0.06%	Johnson-Laux Construction, LLC	Unforeseen	An expnasion joint hidden within the existing structure was not properly flashed. The Contractor installed a new expansion joint at Breezeway B and Building 2D wall.	$ 8,275,545.00	12.28.2020
Change Order: 3				**$ 3,239.00**	**0**	**0.04%**					
P.001838	South Broward HS - SMART Program Renovations	14	05.09.2023	$ 3,239.00	0	0.04%	Johnson-Laux Construction, LLC	Unforeseen	During demolition of Building 18's roof it was discovered there was rotted wood that requires replacement. Therefore, the Contractor is to remove and replace deteriorated wood roofing members.	$ 8,275,545.00	12.28.2020
Change Order: 4				**$ 25,329.00**	**0**	**0.31%**					
P.001838	South Broward HS - SMART Program Renovations	19	07.18.2023	$ 5,624.00	0	0.07%	Johnson-Laux Construction, LLC	Unforeseen	During demolition of the stucco on roof areas 1A and 1B, it was discovered that additional flashing would be needed in order to completely cover the parapet wall. Therefore, the Contractor is to provide labor, material and equipment to install new membrane on the roof wall on Buildings 1A and 1B.	$ 8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	24	07.18.2023	$ 19,705.00	0	0.24%	Johnson-Laux Construction, LLC	Consultant Error	During field verification, seven (7) condensing units and six (6) roof fans were discovered that were not shown on plans. Therefore, the Contractor is to provide additional labor, material and equipment to demolish, furnish and install electrical connections for the condensing units and roof fans.	$ 8,275,545.00	12.28.2020
Change Order: 5				**$ 10,620.00**	**0**	**0.13%**					
P.001838	South Broward HS - SMART Program Renovations	12	08.08.2023	$ 5,814.00	0	0.07%	Johnson-Laux Construction, LLC	Unforeseen	It was discovered during demolition that a portion of the existing metal roof deck was damaged. The Contractor is to provide labor and material to replace the metal deck on Building 20.	$ 8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	13	08.08.2023	$ 2,106.00	0	0.03%	Johnson-Laux Construction, LLC	Unforeseen	While cutting the stucco of Breezeway A for flashing purposes, the roofing contractor encountered drywall instead of concrete. Therefore, the Contractor is to provide labor, material, and equipment to remove the drywall, replace it with concrete, and repair the stucco.	$ 8,275,545.00	12.28.2020
P.001838	South Broward HS - SMART Program Renovations	23	08.08.2023	$ 2,700.00	0	0.03%	Johnson-Laux Construction, LLC	Unforeseen	During construction, it was discovered that the existing fasteners at the metal canopy are corroded and cannot be used to reinstall the panels. Therefore, the Contractor is to provide labor and material to install new stainless-steel screws at the metal canopy.	$ 8,275,545.00	12.28.2020
Change Order: 6				**$ 16,070.00**	**0**	**0.19%**					

P.001838	South Broward HS - SMART Program Renovations	26	12.12.2023	$ 16,070.00	0	0.19%	Johnson-Laux Construction, LLC	Consultant Omission	During the process of changing the roof drain for Building 5, the Contractor discovered that there is a network of conduit-connected smoke detectors fixed to the underside of the wood roof deck, above the fire-rated hard ceiling. To mitigate the risk of a screw passing through the wooden deck into the smoke detectors or pipes, the Contractor is to provide labor and materials to open sections of the hard ceiling to assess the location of the existing smoke detectors and prevent damaging them.	$ 8,275,545.00	12.28.2020
Change Order: 7				**$ 16,612.00**	**0**	**0.20%**						
P.001838	South Broward HS - SMART Program Renovations	15	Pending Board Approval	$ 16,612.00	0	0.20%	Johnson-Laux Construction, LLC	Consultant Error	Original design called for the existing stucco on Building 7 to remain and for the flashing to be installed over the stucco. However, during demolition, it was discovered that several areas of existing stucco were found to be partially delaminated from the substrate, preventing the roofing contractor from proceeding with proper flashing installation. Therefore, the Contractor is to provide labor, material, and equipment to remove stucco for several buildings to install flashing.	$ 8,275,545.00	12.28.2020
Grand Totals:				**$ 462,003.00**	**0**	**5.58%**						

EXHIBIT 4

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Change Order #7
JOHNSON-LAUX CONSTRUCTION, LLC
South Broward High School
P.001838

School Board Meeting: 01.23.2024

The financial impact of this item is $16,612.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2023).

There is an additional impact to the project budget

Funds in the amount of $16,612.00 will come from the Capital Projects Reserve. This changes the project from $10,765,100.00 to $10,781,712.00

Department Name	Department Head
Capital Budget	Omar Shim, Director
	Omar Shim - 12/13/2023
	Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	JJ. Capital Program
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-10.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **Change Order #9 and Additional Funding - Coral Springs HS**

REQUESTED ACTION: **Approve Change Order #9 and additional funding request in the amount of $84,233 and no days added to the contract duration for Coral Springs High School, Project No. P.001765, District 4.**

RATIONALE:

For the Requested Action(s), Background/History, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Change Order
- Approved COI Log
- Collaboration Form

FINANCIAL IMPACT:

$84,233 change order requiring additional funding from the Capital Projects Reserve, increasing the project budget from $15,175,323 to $15,259,556.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Deborah G. Czubkowski	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Deborah G. Czubkowski, Chief Facilities Officer

Signature

Deborah G. Czubkowski, Chief Facilities Officer

Electronic Signature

Form $4189 Revised 7/23

PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

EXHIBIT 1

For more information, please contact:
Deborah G. Czubkowski
Chief Facilities Officer
754-321-2659

EXECUTIVE SUMMARY
Change Order #9
Gulf Building, LLC
M.C. Harry and Associates, Inc.
Coral Springs High School, Coral Springs
SMART Program Renovations
Project No. P.001765
ITB FY21-045

MASTER PROJECT SUMMARY

Total Project Budget

Construction Budget:	$	8,626,920
Soft Cost Budget:	$	2,544,080
(Design, FF&E, IT, Mgmt. Fees, etc.)		
Original D.E.F.P. Budget:	**$**	**11,171,000**
Approved Add. Funding:	$	4,004,323
(JJ-4, 09/15/20); (JJ-2, 01/18/23); (JJ-4, 03/07/23); (JJ-4, 04/11/23); (JJ-9, 04/11/23); (JJ-9, 11/8/23)		
New Funding Request:	$	84,233
Current Revised Budget:	**$**	**15,259,556**

Total Project Schedule Summary

-Notice to Proceed: 02/22/21

-Current Projected Substantial Completion Date: 08/01/24

-Current Projected Final Completion Date: 09/30/24

Change Order Analysis

Consultant Error	1.33%
Consultant Omission	2.37%
Owner's Request	3.90%
Unforeseen	2.53%
Tax Savings from DOP	0.00%
TOTAL	**10.13%**

Requested Action:
Approve this Change Order #9 and additional funding request in the amount of $84,233 and no days added to the contract duration.

What would the impact be if the Board votes "yes" or "no" for this Board item?

If yes: The impact of this item, if approved, ensures the installation of a new circuit breaker to accommodate new feeders.

If no: If not approved, the current circuit breaker would be non-functional.

Background/History:
The scope of work for the project includes fire sprinklers, electrical improvements, HVAC improvements, media center improvements, STEM lab improvements, and building envelope improvements.

Construction Contract Summary:

ORIGINAL BASE CONTRACT:	$	10,812,722.00	728 Days
DIRECT OWNER PURCHASE(S):	$	(2,164,411.57)	0 Days
PREVIOUSLY APPROVED CO'S:	$	1,011,353.00	0 Days
CURRENT CO REQUEST:	$	84,233.00	0 Days
CURRENT REVISED CONTRACT:	**$**	**9,743,896.43**	**728 Days**

Status of Work:
Construction of the project is 80% complete.

Change Order Items:
Item #1 – (COI #45) Installation of Power Feeders to Switchgear: During construction, it was discovered that the Florida Power and Light vault conditions would not allow installation of the switchgear per approved SBBC design. Therefore, the Contractor is to provide labor, material and equipment to provide power feeders to switchgear in lieu of busduct. (Consultant Omission - $84,233; Add 0 Days)

Other Item:
Item #1 – Additional Funding Request: The change order item exceeds the available change order contingency in the project, therefore, $84,233 of additional funding is being requested. The project has fully depleted the change order contingency and any further change orders will require additional Board approval.

Action Plan:
This change order has been reviewed for entitlement by AECOM and cost by Atkins and received a recommendation for approval from the Change Order Review Panel (CORP).

Future requests from the Contractor for additional time which are supported by a Time Impact Analysis (TIA), shall be analyzed by an Independent Claims Analyst Forensic Scheduler, and if acceptable shall be presented to the Board for consideration of approval at a future Board Meeting.

Measurable Outcome(s)/Return on Investment:
Approval of this item ensures that power feeders are installed per SBBC design specification to new switchgear in lieu of busduct.

Financial Impact:
Additional funding in the amount of $84,233 is required from the Capital Projects Reserve and increases the project budget from $15,175,323 to $15,259,556.

EXHIBIT 2

The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, FL 33311
(754) 321-1500

Document 01250g (00 63 63)-Construction Change Order-Item # 45

Facility Name: Coral Springs High School
Date: 05.11.2023
Project Name: Coral Springs HS - SMART Program Renovations
Project # P.001765
Location No: 1151
Contractor: GULF BUILDING, LLC
633 SOUTH FEDERAL HWY - #500
FORT LAUDERDALE,Florida 33301
Reference Letter Dated:

Description of Change:
All required labor, materials, and equipment to provide power feeders to Switchgear panel CP-ECB in

lieu of busduct.

Attachments:

Reason For Change:
FPL vault conditions would not allow installation of the switchgear per approved design.

Summary:
Total Credits and/or Added Costs: Add: $84,233.00
Deduct:
The Contract Time will remain unchanged. 0 Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended	Accepted	Reviewed and Concurred
Naomi Harrison 06.08.2023	John Rodriguez 06.09.2023	Joseph Wonesh 06.14.2023
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Naomi Harrison	John Rodriguez	Joseph Wonesh
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
M.C. HARRY AND ASSOCIATES, INC.	GULF BUILDING, LLC	AECOM
Project Consultant's Firm Name	Contractor's Firm Name	The School Board of Broward County, FL

Consultant Concurs with Categorization:
☐ Yes ☒No

FOR OFFICE USE ONLY

Direct Owner Purchase (DOP)

☐Owner's Request ☐Unforeseen ☐Consultant Error ☒Consultant Omission ☐Direct Owner Purchase ☐Tax Savings

EXHIBIT 3

Approved Change Order Item Log

Project Number	Project Name	Item #	Approved Date	Change Order Amount	Days Extended	Percent Change	Contractor	Reason	Description	Original Contract Amount	Actual Start
Change Order: 1				**$ 243,606.00**	**0**	**2.25%**					
P.001765	Coral Springs HS - SMART Program Renovations	14	05.17.2022	$ 243,606.00	0	2.25%	Gulf Building, LLC	Owner Request	The Contractor is to provide labor and materials for roof asbestos abatement on Buildings 1, 2, and 4.	$ 10,812,722.00	02.22.2021
Change Order: 2				**$ 401,760.00**	**0**	**3.72%**					
P.001765	Coral Springs HS - SMART Program Renovations	3	07.19.2022	$ 234,784.00	0	2.17%	Gulf Building, LLC	Unforeseen	The Contractor is to provide additional labor and material to install a rated bulkhead enclosure in the Home Economics room. Contractor is to also install fire spray to provide a 2-hour rating from the deck above to the floor joists below and reinstall ceiling grid, lighting, and mechanical systems.	$ 10,812,722.00	02.22.2021
P.001765	Coral Springs HS - SMART Program Renovations	6	07.19.2022	$ 2,000.00	0	0.02%	Gulf Building, LLC	Consultant Omission	The Contractor is to provide additional labor, materials, and equipment to add power to reinstalled dishwasher in Culinary Lab.	$ 10,812,722.00	02.22.2021
P.001765	Coral Springs HS - SMART Program Renovations	11	07.19.2022	$ 1,500.00	0	0.01%	Gulf Building, LLC	Owner Request	The Contractor is to provide labor and material to add two (2) receptacles, one (1) data outlet, one (1) circuit panel in the culinary arts room and to relocate teacher station cabinet receptacles and data outlets to west culinary arts room.	$ 10,812,722.00	02.22.2021
P.001765	Coral Springs HS - SMART Program Renovations	15	07.19.2022	$ 160,761.00	0	1.49%	Gulf Building, LLC	Owner Request	The Contractor is to provide labor, material, and equipment to install fifty-seven new roof curb structural supports.	$ 10,812,722.00	02.22.2021
P.001765	Coral Springs HS - SMART Program Renovations	22	07.19.2022	$ 2,715.00	0	0.03%	Gulf Building, LLC	Owner Request	The Contractor is to provide labor, material, and equipment to perform emergency repair of the corroded chiller piping in mechanical rooms 417 and 619.	$ 10,812,722.00	02.22.2021
Change Order: 3				**$ 117,268.00**	**0**	**1.08%**					
P.001765	Coral Springs HS - SMART Program Renovations	2	01.18.2023	$ 26,581.00	0	0.25%	Gulf Building, LLC	Unforeseen	The Contractor is to provide additional labor and material to facilitate removal of existing fire rated lid containing asbestos in Building 1 which consists of the Home Economic Lab and the Culinary Lab.	$ 10,812,722.00	02.22.2021
P.001765	Coral Springs HS - SMART Program Renovations	25	01.18.2023	$ 1,638.00	0	0.02%	Gulf Building, LLC	Consultant Omission	The Contractor is to provide additional labor, material, and equipment to install a 30A 3P surge protection device in electrical panel in Building 1 which consists of classrooms, cafeteria and gymnasium.	$ 10,812,722.00	02.22.2022
P.001765	Coral Springs HS - SMART Program Renovations	26	01.18.2023	$ 47,805.00	0	0.44%	Gulf Building, LLC	Consultant Error	The Contractor is to provide additional labor, material, and equipment to relocate one (1) roof drain, three (3) roof vents under metal deck in areas where minimum pipe clearance is required, and light weight concrete insulation is not thick enough to accommodate vent elbows, offsets and fittings in Building 1 which consists of classrooms, cafeteria, gymnasium.	$ 10,812,722.00	02.22.2021
P.001765	Coral Springs HS - SMART Program Renovations	28	01.18.2023	$ 33,746.00	0	0.31%	Gulf Building, LLC	Consultant Error	The Contractor is to provide labor, material, and equipment to add new Alternate Roof Blocking System (ARBS) parapet wall to all four (4) sides of Building 4 roof to accommodate the new light weight concrete in Building 1 which consists of classrooms, cafeteria and gymnasium.	$ 10,812,722.00	02.22.2021
P.001765	Coral Springs HS - SMART Program Renovations	29	01.18.2023	$ 7,498.00	0	0.07%	Gulf Building, LLC	Unforeseen	The Contractor is to provide labor, material, and equipment to remove and dispose of Home Economics and Culinary Arts existing ceiling high hat channel in Building 1.	$ 10,812,722.00	02.22.2021
Change Order: 4				**$ 14,730.00**	**0**	**0.14%**					
P.001765	Coral Springs HS - SMART Program Renovations	10	03.07.2023	$ 11,160.00	0	0.10%	Gulf Building, LLC	Consultant Error	It was discovered during construction that the breaker purchsed do not fit with the manufactureres recommended size for air handling units, therefore the Contractor is to provide labor, material and equipment to replace air handling unit breakers to match manufacturer's recommendation.	$ 10,812,722.00	02.22.2021
P.001765	Coral Springs HS - SMART Program Renovations	21	03.07.2023	$ 3,570.00	0	0.03%	Gulf Building, LLC	Consultant Omission	The Contractor is to provide labor, material and equipment to add one (1) 125A breaker to feed existing portables from new 5HDP panel.	$ 10,812,722.00	02.22.2021
Change Order: 5				**$ 54,545.00**	**0**	**0.50%**					
P.001765	Coral Springs HS - SMART Program Renovations	30	04.11.2023	$ 51,247.00	0	0.47%	Gulf Building, LLC	Consultant Error	It was discovered during construction that the existing electromechanical switches were not present when construction started, therefore new ones must be installed. The contractor will provide labor, material, and equipment to add the new emergency electromechanical switches to the Home and Economics Labs.	$ 10,812,722.00	02.22.2021
P.001765	Coral Springs HS - SMART Program Renovations	42	04.11.2023	$ 3,298.00	0	0.03%	Gulf Building, LLC	Owner Request	Approved drawings called for cement board along the walls when it was the intention for the walls to be tiled. When the design changed, the drawings were not modified to reflect the use of gypsum wall board instead. The contractor will provide labor, material, and equipment to install and finish a high impact gypsum wall board in the Home Economic Lab middle island stations.	$ 10,812,722.00	02.22.2021

Change Order: 6				**$**	**14,566.00**	**0**	**0.13%**					
P.001765	Coral Springs HS - SMART Program Renovations	13	06.13.2023	$	4,683.00	0	0.04%	Gulf Building, LLC	Owner Request	In order to work with existing field conditions, it was necessary to provide power to the new exhaust fans. Therefore, the Contractor is to provide labor, material and equipment to provide power to new exhaust fans 1-4 and 1-5 including demolition of existing breakers/wires, reconfigure panel 9H and add two additional breakers.	$	10,812,722.00	02.22.2021
P.001765	Coral Springs HS - SMART Program Renovations	25	06.13.2023	$	3,446.00	0	0.03%	Gulf Building, LLC	Owner Request	During construction it was discovered that the new walls needed to be made higher to accommodate the new location of the outlets. Therefore, the Contractor is to provide labor, materials and equipment to frame and add drywall to Building 1 (Culinary Arts).	$	10,812,722.00	02.22.2021
P.001765	Coral Springs HS - SMART Program Renovations	27	06.13.2023	$	1,790.00	0	0.02%	Gulf Building, LLC	Owner Request	During construction it was discovered the electrical closet required a fire rated ceiling. Therefore, the Contractor is to provide labor, material and equipment to fire caulk new Building 1 (Culinary Arts) electrical closet ceiling.	$	10,812,722.00	02.22.2021
P.001765	Coral Springs HS - SMART Program Renovations	44	06.13.2023	$	4,647.00	0	0.04%	Gulf Building, LLC	Unforeseen	During demolition/replacement of a panel in the Home Economics lab, it was discovered that it also fed the adjacent computer lab which was not in the initial scope of work. Therefore, the Contractor is to provide labor, material and equipment to route and provide power to existing Building 1 (Computer Lab) outlets.	$	10,812,722.00	02.22.2021
Change Order: 7				**$**	**155,830.00**	**0**	**1.44%**					
P.001765	Coral Springs HS - SMART Program Renovations	12	09.12.2023	$	4,683.00	0	0.04%	Gulf Building, LLC	Consultant Omission	During construction, it was discovered that there was no power to the existing electric water heater (EWH) and circulation pump (CP) in Building 1. Therefore, the Contractor is to provide labor, material, and equipment to provide power to the EWH and CP in Building 1.	$	10,812,722.00	02.22.2021
P.001765	Coral Springs HS - SMART Program Renovations	16	09.12.2023	$	90,210.00	0	0.83%	Gulf Building, LLC	Consultant Omission	During construction, it was discovered the approved drawings depicted items that are not existing in the field. Therefore, the Contractor is to provide labor, materials and equipment to add the missing items which include new starters, new 300A 3P Breaker and circuit breaker panel in Building 2.	$	10,812,722.00	02.22.2021
P.001765	Coral Springs HS - SMART Program Renovations	17	09.12.2023	$	33,946.00	0	0.31%	Gulf Building, LLC	Consultant Omission	During construction, it was discovered that power to Building 2 new cooling towers, new disconnect switches and new circuit breakers were not present. Therefore, the Contractor is to provide labor, material and equipment to provide power to new cooling towers, new disconnect switches and new circuit breakers in Building 2.	$	10,812,722.00	02.22.2021
P.001765	Coral Springs HS - SMART Program Renovations	43	09.12.2023	$	26,991.00	0	0.25%	Gulf Building, LLC	Consultant Omission	During construction, it was discovered that the emergency power generating system were not included in the initial drawing. The Contractor is to provide labor, materials and equipment to provide power to Building 2 generator controller, battery charger and jacket heater.	$	10,812,722.00	02.22.2021
Change Order: 8				**$**	**9,048.00**	**0**	**0.08%**					
P.001765	Coral Springs HS - SMART Program Renovations	23	11.08.2023	$	9,048.00	0	0.08%	Gulf Building, LLC	Consultant Omission	The initial drawings did not depict twenty (20) amp circuits and breakers for the Direct Digital Controls (DDC). This allows the energy management system remote control access to manage the climate in real time. Therefore, the Contractor is to provide labor, material, and equipment to provide power from two air handling units to corresponding control panels.	$	10,812,722.00	02.22.2021
Change Order: 9				**$**	**84,233.00**	**0**	**0.78%**					
P.001765	Coral Springs HS - SMART Program Renovations	45	Pending Board Approval	$	84,233.00	0	0.78%	Gulf Building, LLC	Consultant Omission	During construction, it was discovered that the Florida Power and Light vault conditions would not allow installation of the switchgear per approved SBBC design. Therefore, the Contractor is to provide labor, material and equipment to provide power feeders to switchgear in lieu of busduct.	$	10,812,722.00	02.22.2021
Grand Totals:				**$**	**1,095,586.00**	**0**	**10.13%**					

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Change Order #9
GULF BUILDING, LLC
Coral Springs High School
P.001765

School Board Meeting: 01.23.2024

The financial impact of this item is $84,233.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2023).

There is an additional impact to the project budget

Funds in the amount of $84,233.00 will come from the Capital Projects Reserve. This changes the project from $15,175,323.00 to $15,259,556.00

Department Name	Department Head
Capital Budget	Omar Shim, Director

Omar Shim - 12/11/2023
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	JJ. Capital Program
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-11.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **Change Order #9 and Additional Funding - Maplewood ES**

REQUESTED ACTION: **Approve Change Order #9 and additional funding request in the amount of $44,786 and 817 days added to the contract duration for Maplewood Elementary School, Project No. P.001639, District 4.**

RATIONALE:

For the Requested Action(s), Background/History, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Change Order
- Time Impact Analysis (TIA)
- Approved COI Log
- Collaboration Form

FINANCIAL IMPACT:

$44,786 change order requiring additional funding from the Capital Projects Reserve, increasing the project budget from $4,627,616 to $4,672,402.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Deborah G. Czubkowski	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Deborah G. Czubkowski, Chief Facilities Officer

Signature

Deborah G. Czubkowski, Chief Facilities Officer

Electronic Signature

Form $4189 Revised 7/23

PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

EXHIBIT 1

For more information, please contact:
Deborah G. Czubkowski
Chief Facilities Officer
754-321-2659

EXECUTIVE SUMMARY
Change Order #9
Lunacon Engineering Group, Corp.
M.C. Harry and Associates, Inc.
Maplewood Elementary School, Coral Springs
SMART Program Renovations
Project No. P.001639
ITB 19-140C

MASTER PROJECT SUMMARY

Total Project Budget

Construction Budget:	$	1,750,294
Soft Cost Budget:	$	529,335
(Design, FF&E, IT, Mgmt. Fees, etc.)		
Original D.E.F.P. Budget:	**$**	**2,279,629**
Approved Add. Funding:	$	2,347,987
(JJ-1, 12/10/19); (JJ-7, 12/13/22)		
New Funding Request:	$	44,786
Current Revised Budget:	**$**	**4,672,402**

Total Project Schedule Summary

-Notice to Proceed: 03/02/20

-Current Projected Substantial Completion Date: 02/29/24

-Current Projected Final Completion Date: 04/29/24

Change Order Analysis

Consultant Error	0.20%
Consultant Omission	1.41%
Owner's Request	0.95%
Unforeseen	3.16%
Tax Savings from DOP	0.00%
Total	**5.72%**

Requested Action:

Approve this Change Order #9 and additional funding in the amount of $44,786 and 817 days added to the contract duration.

What would the impact be if the Board votes "yes" or "no" for this Board item?

If yes: The impact of this item, if approved, will revise the Contractual Substantial Completion date to July 27, 2023. The Contractor has submitted an additional claim for time delays which is under review.

If no: If this item is not approved, the Contractor will be unfairly assessed for delays to the project that were outside its control.

Background/History:

The scope of work for the project includes ADA restrooms, fire alarm, and building envelope improvements.

Construction Contract Summary:

ORIGINAL BASE CONTRACT:	$	3,507,115.00	340 Days
DIRECT OWNER PURCHASE(S):	$	(215,521.11)	0 Days
PREVIOUSLY APPROVED CO'S:	$	155,794.00	85 Days
CURRENT CO REQUEST:	$	44,786.00	817 Days
CURRENT REVISED CONTRACT:	**$**	**3,492,173.89**	**1,242 Days**

Status of Work:

Construction of the project is 95% complete.

Change Order Items:

Item #1 – (COI #20) Installation of Additional Fire Alarm Devices in Buildings 1-5 & 6 (Classrooms and Administration): After approval of the Contractor's fire alarm design, and during the inspection of the new system, the Chief Fire Official determined that additional devices were required. Therefore, the Contractor is to provide additional labor, material, and equipment to install additional fire alarm devices. The Contractor submitted a time extension for 817 days for delays associated with the approval fire alarm shop drawings. (Consultant Omission – $40,648; Add 817 Days)

Item #2 – (COI #31) Installation of Additional Fire Alarm Devices in Building 1: During a site inspection it was identified that there were fire alarm devices that require relocation in accordance with the code, and that there were other devices that are required to be added. Therefore, the Contractor is to provide labor, material, and equipment to relocate the existing pull stations and install additional fire alarm devices.

(Consultant Omission - $4,138; Add 0 Days)

Other Item:

Item #1 – Additional Funding Request: This change order item exceeds the available change order contingency in the project; therefore, $44,786 of additional funding is being requested. The project has fully depleted the change order contingency and any future change orders will require additional Board approval.

Action Plan:

This change order has been reviewed for entitlement by AECOM and cost by Atkins. The above-referenced Change Order item, COI #20 was recommended for approval from the Change Order Review Panel (CORP).

Per Policy 8000, COI #31 did not exceed $5,000 therefore it does not require approval from the Change Order Review Panel (CORP).

The request for additional time is supported by a Time Impact Analysis (TIA), which has been analyzed and recommended for approval by an Independent Claims Analyst Forensic Scheduler. See Exhibit 3 – Time Impact Analysis (TIA).

Measurable Outcome(s)/Return on Investment:

Approval of this item ensures completion of the fire alarm scope of work and revises the Contractual Substantial Completion date to July 27, 2023.

Financial Impact:

Additional funding in the amount of $44,786 is required from the Capital Projects Reserve and increases the project budget from $4,627,616 to $4,672,402.

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

EXHIBIT 2

(754) 321-1500

Document 01250g (00 63 63)-Construction Change Order-Item # 20

Facility Name:	Maplewood Elementary School	Date:	08.02.2023
Project Name:	Maplewood ES - SMART Building Renovations	Project #	P.001639
Location No:	2741		
Contractor:	LUNACON ENGINEERING GROUP, CORP. 16890 South Dixie Highway Miami,FL 33157	Reference Letter Dated:	

Description of Change:
Contractor to provide all labor, material, and equipment for the additional fire alarm devices.

Attachments: _____

Reason For Change:
Additional devices requested by inspector during inspection. Refer to RFI #59 and Permitted ASI#12 for details.

Summary:

Total Credits and/or Added Costs:	Add:	$40,648.00
	Deduct:	
The Contract Time will		817 Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended	Accepted	Reviewed and Concurred
Naomi Harrison 08.18.2023	Chris Corona 08.18.2023	Mark Miller 08.18.2023
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Naomi Harrison	Chris Corona	Mark Miller
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
M.C. HARRY AND ASSOCIATES, INC.	LUNACON ENGINEERING GROUP, CORP.	AECOM
Project Consultant's Firm Name	Contractor's Firm Name	The School Board of Broward County, FL

Consultant Concurs with Categorization:
☐ Yes ☒No

FOR OFFICE USE ONLY

Direct Owner Purchase (DOP)

☐Owner's Request ☐Unforeseen ☐Consultant Error ☒Consultant Omission ☐Direct Owner Purchase ☐Tax Savings

The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, FL 33311 **(754) 321-1500**

Document 01250g (00 63 63)-Construction Change Order-Item # 31

Facility Name:	Maplewood Elementary School	Date:	09.19.2023
Project Name:	Maplewood ES - SMART Building Renovations	Project #	P.001639
Location No:	2741		
Contractor:	LUNACON ENGINEERING GROUP, CORP. 16890 South Dixie Highway Miami,FL 33157	Reference Letter Dated:	

Description of Change:
Contractor to provide all labor, material, and equipment to install additional fire alarm devices.

Attachments: _____

Reason For Change:
Additional fire alarm devices needed for the system to be code compliant. Refer to Permitted ASI#12 for details.

Summary:
Total Credits and/or Added Costs: Add: $4,138.00
Deduct:
The Contract Time will remain unchanged. 0 Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended	Accepted	Reviewed and Concurred
Naomi Harrison 09.24.2023	Chris Corona 09.25.2023	Mark Miller 09.26.2023
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Naomi Harrison	Chris Corona	Mark Miller
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
MCHARRY AND ASSOCIATES	LUNACON ENGINEERING GROUP, CORP.	AECOM
Project Consultant's Firm Name	Contractor's Firm Name	The School Board of Broward County, FL

Consultant Concurs with Categorization:
☐ Yes ☒No

FOR OFFICE USE ONLY

					Direct Owner Purchase (DOP)
☐Owner's Request	☐Unforeseen	☐Consultant Error	☒Consultant Omission	☐Direct Owner Purchase	☐Tax Savings

EXHIBIT 3

AECOM

Established 1915

BROWARD County Public Schools

Time Impact Analysis (TIA) Review

Project: P.001639, Maplewood ES – Building Renovations

Ref: 01 32 16 Construction Schedule Critical Path Method

Change Order #20 – Time Extension

Project Reference: Maplewood ES
Project Number: P.001639

October 10, 2023

Prepared for:
Broward County Public Schools

Prepared by:
Jacquelyn R. Solomon AECOM
cc: PPM Project Controls Group East Region

Delivering a better world

Quality Information

Prepared by	Checked by	Verified by
Jacquelyn Solomon Project Planning and Scheduling Specialist	Bryce Daniels Project Controls Engineer	Katherine Marois Project Controls Director

Revision History

Revision	Revision date	Details
00	14-Feb-23	Fire Alarm request for time
01	05-May-23	Contractor requesting Roofing and Fire Alarm request for time
02	10-Oct-23	Final Review of all Non-Excusable and Non-Compensable Time

Table of Contents

1. Introduction 3
2. Executive Summary 4
3. Background 5
4. Quantitative Analysis 5
5. Qualitative Analysis 9
6. Responsibility 10

This review is intended to be in accordance with specification section 01 32 16 Construction Schedule Critical Path Method-CPM and section 01 26 00 Change Modification Procedures of the contract documents. This review does not include verification of compliance with contractual instruments or any other management operations related Change modification procedures. This review is not intended in anyway to conflict with or misconstrue the program's management or contractual instruments or processes for settling cost or time changes. This review does not include verification of the program's change modification procedures. The findings, data, and recommendation contained in this review letter does not include or guarantee compliance with any local or international building code, or any validation that any referenced design is compliant with any engineering or architectural standards (building, structural, roofing, electrical, mechanical, plumbing, or any other construction discipline); this is the responsibility of the Owner and Authorities Having Jurisdiction. Any project delays, past, concurrent to, or future, other than the subject delay being reviewed herein, reflected in the Contractor's construction schedule are not approved or accepted as a result of comments or the recommendations contained throughout this review document. This review is intended to be independent in methodology and based on industry recommended practices for Time Impact Analysis, while also in orchestration with the stipulations and objectives of the above referenced program. AECOM notes that the analysis and report is quantitative in approach, not qualitative. Thus, any anecdotal reasoning or information that is counter to or outside of AECOM's independent investigation, or counter to the recommendation contained herein, AECOM reserves the right to consider those at a later time. AECOM notes that the contract stipulates for requests for time to be submitted within a specified number of calendar days. In alignment with the objectives of the above referenced program, the subject time extension item is still being reviewed for final recommendation to the Board.

Copyright © 2023 by AECOM

All rights reserved. No part of this copyrighted work may be reproduced, distributed, or transmitted in any form or by any means without the prior written permission of AECOM.

Contractor:	Lunacon Construction Group Corp.	Owner:	Broward County Public Schools
A/E:	M C Harry and Associates		
Date of Review:	10-Oct-23	Project Number:	P.001639
		Project NTP Date:	03-Mar-20
Files Submitted (.XER)		Contract Duration:	340 CDs
		Original Contract SC Date:	07-Mar-21
		Approved Time Extensions:	99 CDs
		Report Subject: Forensic Schedule Delay Analysis	

1. Introduction

1.1 All schedule activity names referenced in this review letter will be *italicized*. Related project documentation referenced throughout this review letter are *italicized*.

1.2 Definitions: The term “longest-path” is defined as the interconnected chain of critical activities in which the total duration of that path is longer than any other path. For continuity of understanding across all present and forthcoming parties to view this document, the term “critical” will be used as the short form of the term “longest path”. The term “critical” is defined as activities having a total float equal to or less than zero (0) days. The term “unimpacted schedule” can be defined as the “base” schedule or latest Owner-accepted schedule prior to the start of the subject delay event. Where not elsewise differentiated, the term “days” will be used in lieu of calendar days or consecutive days for brevity. Schedule terminology contained throughout this review letter will use the above expressed definitions unless otherwise delineated. For the purposes of this report: “Excusable Delays” are defined as delays that are unforeseeable and beyond the control of the contractor. “Non-Excusable Delays” are defined as delays that are foreseeable or within the contractor's control.

1.3 Methodology: AACEI International Recommended Practice No. 29R-03 Method Implementation Protocol 3.6 was used to validate the contractor’s TIA submission via independent analysis. This method was chosen as the “best fit” to evaluate the project closeout Change Order Request (COR) since it provides retrospective schedule analysis by adding a modeled event to the unimpacted schedule.

1.4 Files Reviewed: In preparation of this report, AECOM reviewed the following files:

- CO #20
- *COR #20 Proposal Request*
- *COR #20 Narrative, dated 19 Apr 2022*
- *COR #20 Revised Narrative, dated 09 Mar 2023*
- *Building Department List of Permits (all associated with Revised Narrative for CO #20)*
- *Building Department Inspections (all associated with Revised Narrative for CO #20)*
- *Document 00700: General Conditions of the Contract*
- *McHarry Associates submittal Log, dated 02 Mar 2020 through 29 Mar 2021 (All data after is missing)*
- *Pre-Impact Schedule: Baseline dated 20-Mar-20*

2. Executive Summary

2.1 RFI #20 was submitted by Contractor on 12-Oct-20 to address fire alarm scope added by the Building Department.

2.2 A/E directed Contractor to proceed with the scope and issued ASI #12 on 24-Mar-21.

2.3 ASI #12 was permitted for various fire alarm revision, evidenced by ISS #23531 on 15-Nov-22.

2.4 Change Order submittals and approvals commenced on 24-Mar-21 and is estimated to be complete by the approval of this report by Owner on or about 15-May-23.

Recommendation

2.1 The following recommendations are made:

- Issuance of CCD for materials and mobilization to mitigate further delay to project.
- Approval of ASI #12 – CO#20 is recommended to be expedited for approval by Owner.
- Issuance of CO #20 was reviewed and as a result it is recommended the Contractor is granted an excusable non-compensable time extension for *eight hundred and seventeen (817)* days to the Substantial Completion date with the Final Completion date adjusted accordingly.

Justification for Recommendation

2.2 The building department scope creep and the added fire alarm devices was unforeseeable during bidding and the contractor performed due diligence and care to review all as-built conditions of project.

2.3 Contractor commenced and performed fire protection and fire alarm installation until no further work could be performed while waiting for the fire alarm scope changes from the Owner.

2.4 Contractor provided schedules outlining the criticality of fire alarm from the issuance of ASI 12 through the writing of this TIA review. Fire alarm was the 1st critical path on all schedules submitted to the Owner by the contractor outlining urgency for the project.

2.5 Contractor inserted estimated time impact into the schedule and attempted to initiate change orders for ASI #12 with no forward progress or approvals to proceed with the additional fire alarm scope.

Reference Specification Section 01250 Change Modification Procedures.

The contractor shall prepare and submit a Time Impact Analysis illustrating the influence of each change or delay upon the current contract schedule. (Narrative) The Time Impact Analysis (TIA) shall document (a) A schedule sub-net demonstrating how the contractor proposes to incorporate the change order or delay into his detailed schedule based upon the date the construction change directive is issued to the contractor (impacted schedule) .(b) The Status of construction at that point in time (Pre-Impacted Schedule) (c) The start/finish dates of all affected activities utilizing the dates included in the latest updated detailed construction schedule to the time of delay or change.

3. Background

3.1 NTP was issued on 03-Mar-20. The original Contract duration was three hundred and forty (340) CDs from NTP to SC, and an additional thirty (30) CDs from SC to Final Completion (FC), three hundred seventy (370) CDs. The scope of work included ADA improvements, Fire Sprinklers, Building Envelope, Fire Alarm and HVAC for Budlings 1, 2, 4, 5, 6, 80, and 99.

3.2 ASI #5-CO #6 issued for new doors in restrooms was issued for **time extension of 72 CDs** for an adjusted CDs of four hundred and twelve (412) CDs to SC and four hundred forty-two (442) CDs to FC.

3.3 ASI #8-CO #14 issued for Electrical scope was issued for **time extension of 13 CDs** for an adjusted CDs of four hundred twenty-five (425) CDs to SC and four hundred fifty-five (455) CDs to FC.

3.4 ASI #6-CO #19 is **pending.**

3.5 Given ASI #5 and ASI #8; ninety-nine (99) additional days is added to the construction contract to date, **extending the total contract time to four-hundred, thirty (439) days** from NTP to SC.

4. Quantitative Analysis

4.1 The following schedules submitted by Contractor for CO #20 were reviewed and compared with the schedules submitted with invoices to Broward County during the dates listed for the schedules.

Contractor Submitted

- BL05-BASE Dated 03-Mar-20
- MES1639-UP#02T-UP 25 Dated 20-Apr-20
- MES1639-UP#03T-UP 27 Dated 25-Jun-20
- MES1639-UP#09T-R1-1 Dated 31-Jan-21
- MES1639-UP#13T-UP 26 Dated 31-May-21

Contractor Schedules submitted with Invoices used as comparisons for this review.

- Comparison of UP 03, Invoice 2, Dated 25-Jun-20 vs UP 03T-UP 27
- Comparison of UP 09, Invoice 6, Dated 31-Jan-21 vs UP 09T-R1-1
- Comparison of UP 13, Invoice 8, Dated 31-May-21 vs. UP 13T-UP 26

4.2 Contractor submitted a time impact analysis using a “Window-of-Time” Approach to request *four hundred and twenty-eight (428) days* of excusable and compensable time for Change Order #20. The “Window of Time” approach is closely aligned with AACEI MIP 3.7., in that, multiple schedules were used in attempt to analyze the delay event. This method is best used for “assessing a single delay on the critical path of the project schedule current at the time that the delay event occurred, and, as such, analysis is carried out on a prospective basis.” (AACEI CDR.2849). However, because the delay analyzed in the past (retrospective) and the project incurred multiple delay events, MIP 3.7. is not the best methodology for this delay analysis and therefore may provide erroneous results.

4.3 To assure more accurate analysis results are provided, the Reviewer used MIP. 3.6. (AACEI CDR.2936) as described in paragraph 1.1. above. Below “windows” describes the results of this analysis.

4.4 **Window 1 02-Mar-20 through 31-May-21:**

Contractor submitted the window-of-time request from 02-Mar-20 through 31-May-21 as a period of delay of *three hundred and eighty-seven (-387) days* based on the total float calculated in updated schedules. (One hundred and nine (-109) days to be non-excusable and -91 to be excusable per Contractor's submission.) "Update #02", "Update #03", "Update #9" and "Update #13" attribute the negative total float to roofing and fire alarm submittals.

Delay Event 1 (Roofing Submittals): The baseline schedule for roofing submittals was to occur on 23-Mar-20 and complete on 26-May-20. The actual completion of the roofing submittal did not finish until 19-Jun-20 causing a delay of *twenty-four (-24) days. This delay is concurrent with Delay Event 2 described below.*

Delay Event 2 (FA System): During the same window-of-time observed in the Contractor schedules, the fire alarm submittals were to begin on 30-Mar-20 and complete on 01-May-20. However, the actual completion of the fire alarm submittal did not finish until 19-Jun-20 causing a delay of *forty-nine (-49) days.*

After conformed drawing sets were completed for permitting on 19-Jun-20, the Owner made further changes to fire alarm scope that did not complete new conformed sets for permitting until 21-Aug-20. The Owner delay from 19-Jun-20 through 21-Aug-20 for added scope caused a delay of *sixty-three (63) days*.

Fire alarm shop drawings SD-11 ISS #9755, as verified by Building Department records, started submittal processing on 21-Aug-20. There were various iterations to complete approval for permitting which occurred on 12-May-21. This delay from 21-Aug-20 to 12-May-21 is attributed to the revise and resubmittal requirements caused by the Contractor in the amount of *two hundred and sixty-four (-264) days.*

During this same period 21-Aug-20 to 12-May-21, RFI #20 was initiated by the Contractor on 12-Oct-20 addressing Building Department comments which outlined fire alarm scope not provided or outlined on conformed drawings sets provided. RFI #20 was answered with comments by A/E on 15-Oct-20, that state *"Contractor is responsible for revising shop drawings addressing all comments in ISS"*.

Contractor proceeded to start fire alarm work with the approved SD-11 Fire Alarm sets approved by the Building Department on 12-May-21. Fire alarm work is calculated as the longest path on the Contractor's schedule. As such, the Contractor should have anticipated the start of work. However, they did not start until 01-Jun-21 delaying the critical work path *twenty (-20) days.*

The A/E issued a response to RFI #20 on 15-Oct-20 and issued ASI #12 on 24-Mar-21. The delay from the response to RFI #20, with the directions "to revise shop drawings", and the issuance of the ASI created a delay caused by the A/E for *one hundred and sixty (160) days.* This time is concurrent with the Contractor delay outlined during the same period.

As of the start of work on 01-Jun-21 the added fire alarm scope was not incorporated into the shop drawings nor was a CO or ASI issued to the Contractor for the additional scope changes.

Delay Events 1 and 2 listed above were delayed by three (3) responsible parties from 02-Mar-20 through 31-May-21.

- Contractor (contractor) delay of *three hundred and thirty-three (-333) days* are to be non-excusable non-compensable for change order #20.

- Owner directed changes delay of *sixty-three (63)* days are to be excusable non-compensable for change order #20.

- A/E changes and ASI 12 delay of *one hundred and sixty (160) days* are to be excusable non-compensable for change order #20.

Event	Excusable Non-Compensable	Owner	A/E	Contractor
Contractor Delay Event 2 (FA System)	-49			-49
Owner Directed Changes for Fire Alarm after Conformed	14	63		
Contractor Delay for SD-11 Approvals	-250			-264
Contractor Delay Starting Work	-270			-20
A/E Delay Processing ASI 12	-110		160	
Cumulative Total	**-110**	**63**	**160**	**-333**

During this window-of time one hundred and ten (-110) calendar days are considered as non-excusable non-compensable time.

4.5 Window 2 01-Jun-21 through 31-May-22:

Contractor submitted the window-of-time request from 01-Jun-21 through 31-May-22 as a period of delay *of two hundred and eighty-seven (-287) days* based on the total float in Contractor schedules "Update #24" and "Update #26".

Delay Event 2 (FA System): 01-Jun-21 through 15-Nov-22 validated by ISS 23531, ASI 12 was approved by the Building Department 15-Nov-22. From the issuance of ASI 12 on 24-Mar-21 to the permitting of ASI 12 on 15-Nov-22 outlining various fire alarm changes, a delay by A/E was caused of *six hundred and one (601) days.*

Contractor schedules with Invoices from "Update 11" dated 31-Mar-21 through "Update 26" dated 31-May-22 clearly outline all fire alarm scope for all buildings is the 1st critical path. While during the same time meeting minutes for the project do not outline the criticality of the fire alarm work.

The Contractor received the ASI on 24-Mar-21, however, continued to be unresponsive to the criticality of the fire alarm scope, evidenced by their own schedule submittals with invoices. The Contractor made no effort to mitigate delay during the period of 24-Mar-21 to 28-Jan-22 when the first change order submittal occurred for fire alarm changes. This delay is caused by the contractor in the amount of *three hundred and ten (-310) days.*

This timeframe of delay is considered Contractor's responsibility due to the submission of incomplete packages and late submissions.

The Contractor attempted to initiate change order #16 on 28-Jan-22 for the added scope based on the ISS 23531 comments, although the ASI had not yet been permitted. Through various submittals and approvals by the A/E, change order #16 was voided by Owner (Atkins) on 08-Apr-22 with instructions to "revise and change to a change order instead of a CCD", as submitted in e-builder. Consequently, Owner (Atkins) did not void change order #16 in e-builder until 17-Jun-22. This caused a level of confusion for submittals and reviewers. The review and approval could have completed during this time causing further delay to Contractor's s work of *seventy (70) days.*

Delay Event 2 (FA System) was delayed by two (2) responsible parties from 01-Jun-21 through 31-May-22.

Event	Excusable Non-Compensable	Owner	A/E	Contractor
Contractor Delay Event 2 (FA System)	-49			-49
Owner Directed Changes for Fire Alarm after Conform	14	63		
Contractor Delay for SD-11 Approvals	-250			-264
Contractor Delay Starting Work	-270			-20
A/E Delay Processing ASI 12	-110		160	
Owner Permitting of ASI 12	491		601	
Change order #16 Processing Delay	251	70		-310
Cumulative Total	251	**133**	**761**	**-643**

During this window of time, two hundred and fifty-one (251) cumulative days are identified as excusable non-compensable time for award to Contractor.

4.6 Window 3: 31-May-22 through 15-May-23

Delay Event 2 (FA System): The Contractor submitted a new change order #20 (previously CO #16) on 21-Apr-22, as required by Owner. This approval is still pending. The delay by Owner from 21-Apr-22 through 15-May-23 is *three hundred and eighty-nine (389) days.*

TIA reviewer noted various steps that were missed or not performed to mitigate the Owner delay to the Contractor.

Reviewer requested additional information from McHarry (A/E) regarding meetings and / or other documentation to support the data in e-builder past 2021. As of this writing, no response to these requests is received.

During the processing of Change Order #20 a "Notice to Cure-Failure to Update Schedules" and "Assessment of Liquidated Damages" dated 30-Nov-22 were issued to Contractor. These letters were issued to Contractor while Change Order #20 was pending review and approval by the Owner. Schedule "Update 28" data date 31-Jul-22 reports all roofing as complete and all Fire Alarm scope, excluding ASI #12, were substantially complete; no documentation reputing the status of these items is currently identified.

The following delays are recorded for the processing of Change Order #20:

- *CO #20 financial review started 21-Mar-22 and did not complete until 15-Mar-23.*
- Scheduler was not engaged for review until 25-Aug-22 and not provided correct records such that a full review could be performed until 29-Mar-23.
    - *TIA resubmissions and / or requests for additional data required for the validation of the contractor's data occurred on September 2, 2022, September 30, 2022, February 13, 2023, March 15, 2023, March 28, 2023, April 3, 2023, April 12, 2023, April 22, 2023.*
    - *While delays incurred due to the presence of multiple resubmissions and / or requests for additional data may superficially appear to be the responsibility of the Contractor, it should be noted because the initiating delay event was the change in scope ("but for") directed by the Owner, this period is assessed as the Owner's responsibility.*
- The time for the approval of the TIA was performed based on *AACEI "Forensic Schedule Analysis" 29R-03.MIP 3.6 "Modeled Additive"*. From 29-Mar-23 through an estimated date of approval by Owner of 15-May-23.

Delay Event 2 (FA System) was delayed by one (1) responsible party from 31-May-22 through 15-May-23.

- Owner change order processing delay of *three hundred and eighty-nine (389) days* 31-May-22 through 15-May-23 are to be excusable non-compensable for change order #20.

Event	Excusable Non-Compensable	Owner	A/E	Contractor
Contractor Delay Event 2 (FA System)	-49			-49
Owner Directed Changes for Fire Alarm after Conform	14	63		
Contractor Delay for SD-11 Approvals	-250			-264
Contractor Delay Starting Work	-270			-20
A/E Delay Processing ASI 12	-110		160	
Owner Permitting of ASI 12	491		601	
Change order #16 Processing Delay	251	70		-310
Owner Delay Processing Change Order #20	640	389		
Cumulative Total	**640**	**522**	**761**	**-643**

During this window of time, six hundred and forty (640) cumulative days is identified as excusable non-compensable time for award to Contractor.

4.7 Window 4: Prospective Remaining Work

Contractor will need to complete the work once the change order is approved by Owner. Contractor schedule "Update 34 dated 31-Jan-23" provided the estimated time to complete (ETC) for fire alarm scope of work. The following time is to be awarded to Contractor based on the AACEI additive models referenced in this document.

-	Change Order #20 Approval by Owner (Estimated)		15-May-23
-	Procurement	45 days	30-Jun-23
-	Remaining Work to Complete	40 days	10-Aug-23
-	Punch and Closeout	90 days	09-Nov-23
	New Substantial Completion		09-Nov-23

Delay Event 2 (FA System) was delayed by one (1) responsible party from 15-May-23 through 9-Nov-23.

- Prospective remaining work delay of *one hundred and seventy-seven (177) days* are to be excusable non-compensable for change order #20.

Event	Excusable Non-Compensable	Owner	A/E	Contractor
Contractor Delay Event 2 (FA System)	-49			-49
Owner Directed Changes for Fire Alarm after Conform	14	63		
Contractor Delay for SD-11 Approvals	-250			-264
Contractor Delay Starting Work	-270			-20
A/E Delay Processing ASI 12	-110		160	
Owner Permitting of ASI 12	491		601	
Change order #16 Processing Delay	251	70		-310
Owner Delay Processing Change Order #20	640	389		
Prospective Remaining Work	817	177		
Cumulative Total	**817**	**699**	**761**	**-643**

AECOM found eight hundred and seventeen (817) cumulative days is to be excusable non-compensable time for award to Contractor.

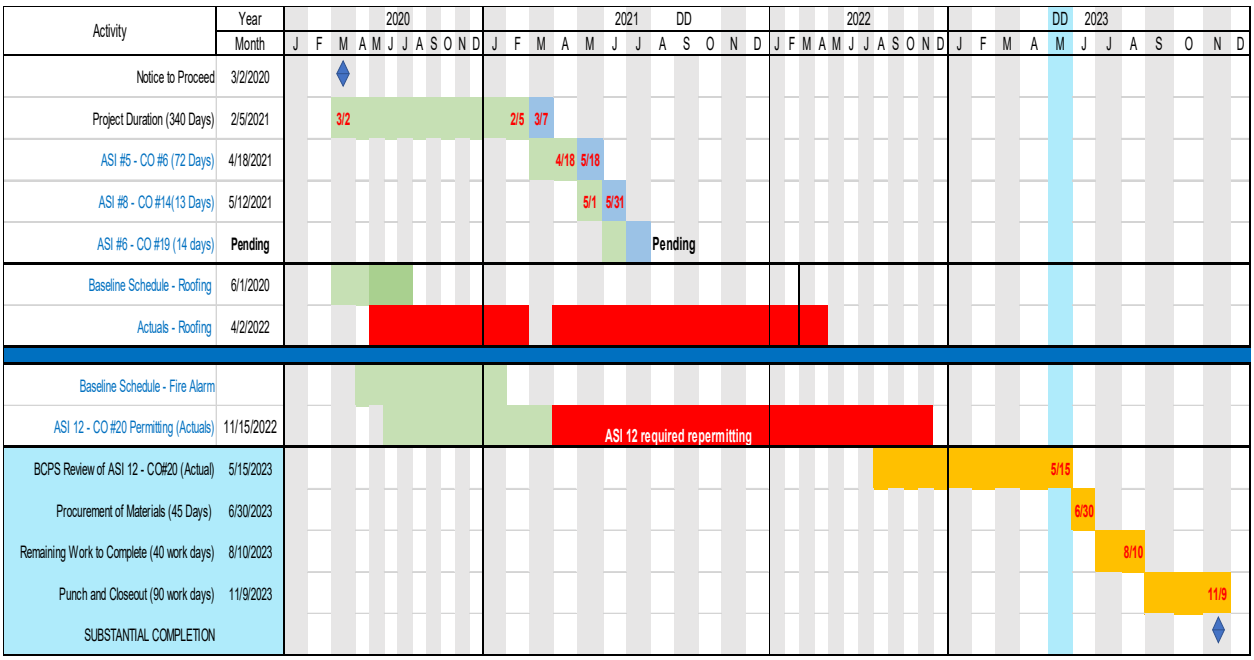
5. Qualitative Analysis

5.1 The TIA Reviewer contacted McHarry (A/E) and requested they provide any supporting data to substantiate the delay caused by ASI #12. As of this writing, the A/E has not responded to these requests.

5.2 Reviewer performed independent validation of Contractor schedules and project documents (ISS documents, Field Inspections and Reports, RFI's, e-builder comments by all stake holders, submittals and approvals, and Letters to Contractor). The review of these documents and Contractor submittal supports the time extension outlined in this report.

5.3 Reviewer examined all Contractor schedules submitted with all invoices from baseline dated 02-Mar-20 through 31-Jan-23 (the last schedule of record). Schedule logic appears sound and consistent with narratives and supporting documents observed for the processing of this TIA change order #20.

5.4 Note that ASI #12's timeframe was reviewed for concurrency with previous ASIs (e.g., ASI 5, 8, 6). Because the recommendations for these time extensions were 1) not associated with the delay event(s) discussed herein, 2) not the overall driving delay event on the project, and 3) simply confirmed a time extension previously provided via a CCD; *ASI's recommended time extension is not considered concurrent with previously recommended time extensions.* See graphic next page.



6. Responsibility

6.1 The responsibility for the aforementioned project delays is demonstrated in the table below.

6.2 Note the A/E and owner have a total delay of one-thousand, four-hundred, sixty (1460) days.

Responsible	Days	Justification
A/E	761	Window 1 Delay of the design issuance of ASI #12 and incomplete or missing data as part of the change order process
Owner	699	Windows 1 through 4 Changes and scope creep for Fire Alarm and incomplete or missing data
Contractor Non-Excusable, Non-Compensable	-643	Windows 1 and 2 Non-responsive to the processing of Owner requested changes
Total Due to Contractor	817	

AECOM

3101 Wilson Boulevard, Suite 900
Arlington, Virginia 22201, USA

aecom.com

EXHIBIT 4

Approved Change Order Item Log

Project Number	Project Name	Item #	Approved Date	Change Order Amount	Days Extended	Percent Change	Contractor	Reason	Description	Original Contract Amount	Actual Start
Change Order: 1				**$ 5,189.00**	**72**	**0.15%**					
P.001639	Maplewood ES - SMART Program Renovations	1	06.15.2021	$ 265.00	0	0.01%	Lunacon Engineering Group, Corp.	Owner's Request	Replacement of Locksets: – Due to updated design specifications, a change is needed door hardware. Therefore, material and equipment are required to replace locksets to meet current design standards and specifications.	$ 3,507,115.00	03.02.2020
P.001639	Maplewood ES - SMART Program Renovations	6	06.15.2021	$ 4,924.00	72	0.14%	Lunacon Engineering Group, Corp.	Consultant Error	Installation of New Doors with Vision Panels at Restrooms 159 and 160: As per the additional supplemental instruction, new doors with vision panels are required to be installed at doors swinging into corridor. Therefore, labor, materials, and equipment are required to install new doors with vision panels and restrooms 159 and 160.	$ 3,507,115.00	03.02.2020
Change Order: 2				**$ 62.00**	**0**	**0.00%**					
P.001639	Maplewood ES - SMART Program Renovations	7	08.17.2021	$ 2,468.00	0	0.07%	Lunacon Engineering Group, Corp.	Unforeseen	Microbial Growth in Custodial Room: During demolition of the girl's restroom in Building 1, microbial growth was discovered on the partition wall to the adjoining custodial room. Labor, material, and equipment are required to remove and replace the existing tile and drywall in the affected custodial room.	$ 3,507,115.00	03.02.2020
P.001639	Maplewood ES - SMART Program Renovations	8	08.17.2021	$ (2,406.00)	0	-0.07%	Lunacon Engineering Group, Corp.	Owner's Request	Contractor is to provide a credit for not having a construction trailer on site for the 140 days: 03/19/20 – 08/06/20.	$ 3,507,115.00	03.02.2020
Change Order: 3				**$ 3,391.00**	**0**	**0.10%**					
P.001639	Maplewood ES - SMART Program Renovations	2	09.14.2021	$ 3,391.00	0	0.10%	Lunacon Engineering Group, Corp.	Unforeseen	Installation of New Conduit and Wiring In Restroom: During demolition of the restroom concrete slab for the installation of new underground plumbing lines, an existing electric conduit was found to be embedded in the concrete slab and during saw cutting the slab the line was damaged. Therefore, labor, material, and equipment are required to run a new conduit and new electrical wire from Electrical Panel L2 to Rooms 127-130 and connect the circuit breaker.	$ 3,507,115.00	03.02.2020
Change Order: 4				**$ 67,220.00**	**0**	**1.92%**					
P.001639	Maplewood ES - SMART Program Renovations	3	12.14.2021	$ (1,468.00)	0	-0.04%	Lunacon Engineering Group, Corp.	Owner's Request	Credit for Restroom Light Fixtures: An outside vendor was hired by the District to replace four (4) light fixtures in the restrooms. Therefore, the Contractor is providing a credit for the light fixture scope of work.	$ 3,507,115.00	03.02.2020
P.001639	Maplewood ES - SMART Program Renovations	12	12.14.2021	$ 2,157.00	0	0.06%	Lunacon Engineering Group, Corp.	Consultant Error	Relocation of TV for Fire Alarm Panel Installation: The designated area for the new fire alarm panels had to be relocated due to insufficient space. It was determined that the new panels would be installed where an existing TV was located, and the TV would be mounted where an unused trophy case is currently located. Labor, materials, and equipment are required to remove the electrical for the trophy case, intercept and extend the existing trophy case lighting circuit for the relocated TV, provide a backbox and 1" conduit above the ceiling for TV communication wiring, and repair and paint drywall.	$ 3,507,115.00	03.02.2020
P.001639	Maplewood ES - SMART Program Renovations	13	12.14.2021	$ 66,531.00	0	1.90%	Lunacon Engineering Group, Corp.	Unforeseen	Securock Installation on Roof: During a preconstruction roofing meeting, it was determined that 5/8" Securock would need to be added to the existing lightweight concrete to eliminate uneven surfaces. Therefore, labor, materials, and equipment are required to add Securock cover boards to Buildings 1, 2, 4, 5, and 80.	$ 3,507,115.00	03.02.2020
Superintendent Letter CO-9				**$ 15,264.00**	**0**	**0.44%**					
P.001639	Maplewood ES - SMART Program Renovations	22	11.03.2022	$ 2,430.00	0	0.07%	Lunacon Engineering Group, Corp.	Unforeseen	Contractor to provide labor, material, and equipment to infill 1 existing exhaust fan, provide control capabilities for EF-11 to the switch in room 103, new wiring for EF-13 from source panel, provide new starter/disconnect switch for EF-13.	$ 3,507,115.00	03.02.2020
P.001639	Maplewood ES - SMART Program Renovations	24	11.03.2022	$ 12,834.00	0	0.37%	Lunacon Engineering Group, Corp.	Unforeseen	Contractor to provide labor, material and equipment to install angle iron, plate to support metal decking and flange between three joists. Work Completed.	$ 3,507,115.00	03.02.2020
Change Order: 5				**$ 52,161.00**	**0**	**1.49%**					
P.001639	Maplewood ES - SMART Program Renovations	21	12.13.2022	$ 18,827.00	0	0.54%	Lunacon Engineering Group, Corp.	Unforeseen	The Contractor is to provide labor and material to install steel reinforcement, required to have new curbs structurally attached to twenty-five (25) locations.	$ 3,507,115.00	03.02.2020
P.001639	Maplewood ES - SMART Program Renovations	27	12.13.2023	$ 33,334.00	0	0.95%	Lunacon Engineering Group, Corp.	Owner's Request	The Contractor is to provide labor and material to clean designated area of the roof and add an additional layer of Sopralene Flam 180 on field and flashing.	$ 3,507,115.00	03.02.2020
Change Order: 7*				**$ 10,724.00**	**0**	**0.31%**					
P.001639	Maplewood ES - SMART Program Renovations	16	06.13.2023	$ 4,202.00	0	0.12%	Lunacon Engineering Group, Corp.	Unforeseen	During installation of the guard rails on the kitchen roof area in Building 1, the wall was determined to be hollow block wall. It was determined that the contractor would engage the anchoring bolts into the concrete tie beam to be able to attach to the hollow block wall. Also, the location of the tie beam was confirmed by drilling pilot holes if the mounting bracket was moved to one (1) inch below coping cap. Therefore, the Contractor is to provide labor, material and equipment to remove and reinstall guard railings, paint tubes with bituminous coating, cut inferior extremes and rais the mounting brackets for the roof railings to a minimum of one (1) inch below the coping metal of the roof parapet.	$ 3,507,115.00	03.02.2020

P.001639	Maplewood ES - SMART Program Renovations	30	06.13.2023	$ 6,522.00	0	0.19%	Lunacon Engineering Group, Corp.	Owner's Request	The Contractor is to provide AES radio inside Building 1 for fire alarm monitoring infrastructure.	$ 3,507,115.00	03.02.2020
Change Order: 8				**$ 1,783.00**	**13**	**0.05%**					
P.001639	Maplewood ES - SMART Program Renovations	11	09.12.2023	$ (2,816.00)	0	-0.08%	Lunacon Engineering Group, Corp.	Owner's Request	During construction, it was discovered the electrical drawings and contractor pricing initially contained scope on the roof of Building 2, 4 and 5. However, these roofs do not have equipment requiring electrical work.	$ 3,507,115.00	03.02.2020
P.001639	Maplewood ES - SMART Program Renovations	14	09.12.2023	$ 4,599.00	13	0.13%	Lunacon Engineering Group, Corp.	Consultant Omission	During construction, it was discovered there were necessary revisions required due to infield conditions. Therefore, the Contractor is to provide, labor and equipment to demolish existing transformer, associated feeders and replace with new transformer, new feeders and infrastracture.	$ 3,507,115.00	03.02.2020
Change Order: 9				**$ 44,786.00**	**817**	**1.28%**					
P.001639	Maplewood ES - SMART Program Renovations	20	Pending Board Approval	$ 40,648.00	817	1.16%	Lunacon Engineering Group, Corp.	Consultant Omission	After approval of the Contractor's fire alarm design, and during the inspection of the new system, the Fire Marshall determined that additional devices were required. Therefore, the Contractor is to provide additional labor, material, and equipment to install additional fire alarm devices. The Contractor submitted time extension of 817 days for delay associated with the approval fire alarm shop drawings.	$ 3,507,115.00	03.02.2020
P.001639	Maplewood ES - SMART Program Renovations	31	Pending Board Approval	$ 4,138.00	0	0.12%	Lunacon Engineering Group, Corp.	Consultant Omission	During a site inspection there were a few concerns raised including the cafeteria pull stations to be installed above ceiling prior to function test that does not have enough spacing for installation. Additionally, the bathrooms in Building 1 also require strobes. Therefore, the Contractor is to provide labor, material and equipment to install additional fire alarm devices.	$ 3,507,115.00	03.02.2020
Grand Totals:				**$ 200,580.00**	**902**	**5.72%**					

EXHIBIT 5

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Change Order #9
LUNACON ENGINEERING GROUP, CORP.
Maplewood Elementary School
P.001639

School Board Meeting: 01.23.2024

The financial impact of this item is $44,786.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2023).

There is an additional impact to the project budget

Funds in the amount of $44,786.00 will come from the Capital Projects Reserve. This changes the project from $4,627,616.00 to $4,672,402.00

Department Name	Department Head
Capital Budget	Omar Shim, Director
	Omar Shim - 12/13/2023
	Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	JJ. Capital Program
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-12.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **Change Order #21 - Nova HS**

REQUESTED ACTION: **Approve deductive Change Order #21 in the amount of ($626,789) and no days added to the contract duration for Nova High School, Project No. P.001817, District 6.**

RATIONALE:

For the Requested Action(s), Background/History, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Change Order
- Approved COI Log
- Collaboration Form

FINANCIAL IMPACT:

($100,000) will remain in the current project budget and ($526,789) will be returned to the Capital Budget Reserve. This reduces the project budget from $31,973,345 to $31,446,556.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Deborah G. Czubkowski	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Deborah G. Czubkowski, Chief Facilities Officer

Signature

Deborah G. Czubkowski, Chief Facilities Officer

Electronic Signature

Form $4189 Revised 7/23

PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

EXHIBIT 1

For more information, please contact:
Deborah G. Czubkowski
Chief Facilities Officer
754-321-2659

EXECUTIVE SUMMARY
Change Order #21
James B. Pirtle Construction Company, Inc.
ACAI Associates, Inc.
Nova High School, Davie
SMART Program Renovations
Project No. P.001817
RFQ 17-154C

MASTER PROJECT SUMMARY

Total Project Budget

Construction Budget:	$	15,412,983
Soft Cost Budget:	$	4,420,017
(Design, FF&E, IT, Mgmt. Fees, etc.)		
Original D.E.F.P. Budget:	**$**	**19,833,000**
Approved Add. Funding:	$	11,438,076
(JJ-3, 02/05/19); (JJ-7, 02/15/23)		
Nova MS Fire Sprinkler:	$	702,269
New Funding Request:	$	(526,789)
Current Revised Budget:	$	**31,446,556**

Total Project Schedule Summary

-Notice to Proceed: 04/04/19

-Actual Substantial Completion Date: 06/09/22

-Current Projected Final Completion Date: 12/29/23

Change Order Analysis

Consultant Error	0.17%
Consultant Omission	2.82%
Owner's Request	-3.95%
Unforeseen	0.00%
Tax Savings from DOP	0.00%
Total	**-0.96%**

Requested Action:
Approve this deductive Change Order #21 in the amount of ($626,789) and no days added to the contract duration.

What would the impact be if the Board votes "yes" or "no" for this Board item?

If yes: The impact of this item, if approved, allows for ($100,000) of credited funds to remain in the project budget and ($526,789) of credited funds be returned to the Capital Budget Reserve.

If no: If not approved, the credited funds will not be returned to the project budget and Capital Budget Reserve.

Background/History:
The scope of work for the project includes art room renovation and equipment, electrical improvements, fire alarm, fire sprinklers, HVAC improvements, media center improvements, music room renovation, safety/security upgrade, STEM lab improvements, and building envelope improvements.

Construction Contract Summary:

ORIGINAL BASE CONTRACT:	$	25,422,614.00	846 Days
AMENDMENT TO CONTRACT:	$	400,000.00	157 Days
DIRECT OWNER PURCHASE(S):	$	(3,841,695.73)	0 Days
PREVIOUSLY APPROVED CO'S:	$	81,800.89	196 Days
CURRENT CO REQUEST:	$	(626,789.00)	0 Days
CURRENT REVISED CONTRACT:	**$**	**21,435,930.16**	**1,199 Days**

Status of Work:
Construction of the project is 98% complete.

Change Order Items:
Item #1 – (COI #74) Credit for Gypsum Deck Replacement: The original Contract Documents indicated that the gypsum decks were to be removed and replaced with metal decks at Buildings 1, 2, 13, 14, and 16. During a Roof Reality Check, it was determined that the existing decks were in good condition and could remain. The Contractor is to provide a credit for the labor and materials associated with the roof deck replacement. (Owner's Request – ($626,789); Add 0 Days)

Action Plan:
This change order has been reviewed for entitlement by AECOM, cost by Atkins, and received a recommendation for approval from the Change Order Review Panel (CORP).

Future requests from the Contractor for additional time which are supported by a Time Impact Analysis (TIA), shall be analyzed by an Independent Claims Analyst Forensic Scheduler, and if acceptable shall be presented to the Board for consideration of approval at a future Board Meeting.

Measurable Outcome(s)/Return on Investment:
The approval of this item allows for ($100,000) of credited funds to remain in the project budget and ($526,789) of credited funds be returned to the Capital Budget Reserve.

Financial Impact:
There is an additional impact to the project budget. A credit in the amount of ($100,000) will remain in the current project budget. The remaining ($526,789) will be returned to the Capital Budget Reserve. This reduces the project budget from $31,973,345 to $31,446,556.

EXHIBIT 2

The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, FL 33311 **(754) 321-1500**

Document 01250g (00 63 63)-Construction Change Order-Item # 74

Facility Name:	Nova High School	Date:	11.01.2023
Project Name:	Nova HS - SMART Program Renovations	Project #	P.001817
Location No:	1281		
Contractor:	JAMES B. PIRTLE CONSTRUCTION COMPANY, INC. 5700 GRIFFIN ROAD DAVIE,FL 33314	Reference Letter Dated:	

Description of Change:
Roofing/Drywall Credit - Buildings 1, 2, 13, 14, & 16

Attachments:

Reason For Change:
ASI-007 removed scope to replace gypsum decks. Credit is for roofing and drywall work no longer required.

Summary:
Total Credits and/or Added Costs: Add:
Deduct: $626,789.00
The Contract Time will remain unchanged. 0 Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended	Accepted	Reviewed and Concurred
Felix Lubin 11.10.2023	*Mike Geary* 11.10.2023	*Matthew Tibbs* 11.14.2023
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Felix Lubin	Mike Geary	Matthew Tibbs
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
ACAI ASSOCIATES, INC.	JAMES B. PIRTLE CONSTRUCTION COMPANY, INC.	AECOM
Project Consultant's Firm Name	Contractor's Firm Name	The School Board of Broward County, FL

Consultant Concurs with Categorization:
☒ Yes ☐No

FOR OFFICE USE ONLY

Direct Owner Purchase (DOP)

☒Owner's Request ☐Unforeseen ☐Consultant Error ☐Consultant Omission ☐Direct Owner Purchase ☐Tax Savings

EXHIBIT 3

Approved Change Order Item Log

Project Number	Project Name	Item #	Approved Date	Change Order Amount	Days Extended	Percent Change	Contractor	Reason	Description	Original Contract Amount	Actual Start
Change Order: 1				**$ 16,746.00**	**0**	**0.07%**					
P.001817	Nova HS - SMART Program Renovations	8	07.21.2020	$ 16,746.00	0	0.07%	James B. Pirtle Construction Company, Inc.	Consultant Error	Provide labor and materials to replace existing aluminum feeder wire in Building 15 with copper feeder wire to meet code compliance.	$25,422,614.00	04.04.2019
Change Order: 2				**$ 113,557.00**	**0**	**0.45%**					
P.001817	Nova HS - SMART Program Renovations	2	08.19.2020	$ 20,188.00	0	0.08%	James B. Pirtle Construction Company, Inc.	Owner's Request	Provide labor and material to install owner requested sidewalk to access single point of entry for school opening.	$25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	4	08.19.2020	$ 88,965.00	0	0.35%	James B. Pirtle Construction Company, Inc.	Owner's Request	After receiving confirmation that the product was not included in the District's contract, the Soundlok rooms and associated mechanical and electrical connections were subsequently added back to the project by the owner after the approved GMP.	$25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	18	08.19.2020	$ 4,404.00	0	0.02%	James B. Pirtle Construction Company, Inc.	Consultant Omission	Installation of new fire protection for Building 6 Mechanical Room was required to meet code compliance.	$25,422,614.00	04.04.2019
Change Order: 3				**$ (204,152.00)**	**0**	**-0.80%**					
P.001817	Nova HS - SMART Program Renovations	14	01.20.2021	$ 9,103.00	0	0.04%	James B. Pirtle Construction Company, Inc.	Consultant Omission	Drawings called for exterior lights for Building 6. Upon further inspection, it was discovered that there was no existing conduit or branch circuit to provide power for the lighting. Therefore, labor, equipment, and materials were expended to install the four exterior lights with new conduit and branch circuit.	$25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	27	01.20.2021	$ (263,884.00)	0	-1.04%	James B. Pirtle Construction Company, Inc.	Owner's Request	After the roof testing and inspection of Buildings 6 & 15, it was discovered that the demolition and removal of the gypsum roofs would not be required. The removal of this scope of work resulted in a credit to the Owner.	$25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	30	01.20.2021	$ 2,954.00	0	0.01%	James B. Pirtle Construction Company, Inc.	Consultant Error	The electrical panel (ELF) in Room 232 required clearances in front of the panel. To provide the required clearances, the panel needed to be recessed on an existing CMU wall due to lack of space. It was decided that recessing the panel on an existing CMU wall would have been too expensive. Therefore, the panel was relocated to room 217 in building 6, to provide the required front clearances.	$25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	31	01.20.2021	$ 833.00	0	0.00%	James B. Pirtle Construction Company, Inc.	Consultant Omission	Upon inspection, it was discovered that the partition wall in Room 136 at building 3 was interfering with the full development of the fire sprinkler pattern, thus leaving a small corner of the cubicle unprotected. The EOR indicated that providing one (1) additional sprinkler head would resolve the issue. As a result, labor, equipment, and materials are required to install the additional sprinkler head, hardware and related piping to complete the fire protection scope of work.	$25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	34	01.20.2021	$ 17,963.00	0	0.07%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The existing exterior egress doors (343 and 346) in Building 16 no longer comply with the current Florida building code. As a result, labor, equipment, and material was expended for the removal and installation of two (2) new exterior egress doors.	$25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	36	01.20.2021	$ 28,879.00	0	0.11%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The feeder wires to panel 14HA in Building 11 failed inspection. As a result, labor, equipment, and material will be required to replace these feeder wires to meet Code.	$25,422,614.00	04.04.2019
Change Order: 4				**$ 13,516.00**	**0**	**0.05%**					
P.001817	Nova HS - SMART Program Renovations	3	04.20.2021	$ 13,516.00	0	0.05%	James B. Pirtle Construction Company, Inc.	Consultant Error	Sizes of existing ductwork was based on limited observation during pre-construction. Once selective demolition was implemented, existing condition exposed different size ducts. Therefore, labor, material and equipment are required to install new correct size ductwork in Building 6.	$25,422,614.00	04.04.2019
Change Order: 5				**$ 4,382.00**	**0**	**0.02%**					
P.001817	Nova HS - SMART Program Renovations	16	05.18.2021	$ 4,382.00	0	0.02%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The VAV for the sound lock room was not included in the original scope of work and as such, was not a part of the electrical permitted drawings. Therefore, labor, material and equipment are required to install (4) VAV devices for Building 15.	$25,422,614.00	04.04.2019
Change Order: 6				**$ 130,063.00**	**0**	**0.51%**					
P.001817	Nova HS - SMART Program Renovations	17	07.20.2021	$ 130,063.00	0	0.51%	James B. Pirtle Construction Company, Inc.	Consultant Omission	Original scope of work included fire protection in Buildings 05, 08, and 16. Per the Building Department, additional fire protection is required. Drawings did not include required fire protection in Building 05 interior covered stairwell on the 1st floor or for any exterior canopy or interior covered stairwell on the 2nd floor. Building 08 and Building 16 did not depict any sidewall sprinkler heads. Drawings were revised by the design team to include fire sprinkler coverage required for Buildings 05, 08, and 16. Therefore labor, materials, and equipment are required for the installation of the additional fire protection.	$25,422,614.00	04.04.2019

Change Order: 7				**$ 33,730.00**	**196**	**0.13%**					
P.001817	Nova HS - SMART Program Renovations	19	09.14.2021	$ 33,730.00	196	0.13%	James B. Pirtle Construction Company, Inc.	Owner's Request	As a result of failed inspection scope in room 388, the Consultant on record approved additional services, which included deliverables to add the equipment back into the scope. The existing transformer must be relocated to be brought into compliance. Therefore, Contractor is to provide labor, material, and equipment to furnish and install the new transformer and enclosed circuit breaker in the electrical room and all miscellaneous materials, replacing and repairing existing primary feeders found in existing high voltage gutter.	$25,422,614.00	04.04.2019
Change Order: 8				**$ 48,708.00**	**0**	**0.19%**					
P.001817	Nova HS - SMART Program Renovations	20	10.12.2021	$ 6,633.00	0	0.03%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The initial drawings do not indicate the use of VAV's (Variable Air Volume) in the soundlock room but it is required to account for airflow control/distribution to be compliant with Building Code. Therefore, the Contractor is to provide labor, material and equipment to add a VAV device in the Soundlock Room.	$25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	21	10.12.2021	$ 42,075.00	0	0.17%	James B. Pirtle Construction Company, Inc.	Owner's Request	It was discovered upon inspection that the following additional improvements were needed: fire-rating of existing walls, provision of new electrical connections, door replacement, floor improvements, acoustical ceilings and lighting upgrades, piping installation, new emergency light fixtures, a new wall partition, and relocation of three (3) fire alarm devices. Therefore, the Contractor is to provide additional labor, material and equipment to complete these building improvements in Building 15.	$25,422,614.00	04.04.2019
Change Order: 9				**$ 23,876.00**	**0**	**0.09%**					
P.001817	Nova HS - SMART Program Renovations	22	12.14.2021	$ 21,230.00	0	0.08%	James B. Pirtle Construction Company, Inc.	Owner's Request	Although duct cleaning was shown on the drawings it was omitted from negotiations. Therefore, the Contractor is to provide labor, material and equipment to clean existing ducts in building 16 to be in compliance with the Building Code.	$25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	23	12.14.2021	$ 2,646.00	0	0.01%	James B. Pirtle Construction Company, Inc.	Consultant Omission	It was discovered upon inspection that additional improvements were not included in the contract documents. Therefore, the Contractor is to provide labor, material and equipment to install eight (8) sprinkler heads at existing alcoves for additional fire protection.	$25,422,614.00	04.04.2019
Change Order: 10				**$ 32,803.00**	**0**	**1.31%**					
P.001817	Nova HS - SMART Program Renovations	24	04.19.2022	$ 3,453.00	0	0.01%	James B. Pirtle Construction Company, Inc.	Owner's Request	The Contractor is to provide labor, material and equipment to add fire alarm devices at Sound Lock Rooms in Building 15.	$25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	25	04.19.2022	$ 29,350.00	0	0.12%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The Contractor is to provide labor, material, and equipment to install two (2) exterior opening and walkways at Building 15.	$25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	28*	04.19.2022	$ 300,040.00	0	1.18%	James B. Pirtle Construction Company, Inc.	Consultant Omission	This change order is for the additional labor, materials, and equipment to upgrade the existing portable (31) fire alarm system at the Nova HS campus from an existing Fire Lite system to a Voice Annunciation system.	$25,422,614.00	04.04.2019
Change Order: 11				**$ 3,123.00**	**0**	**0.01%**					
P.001817	Nova HS - SMART Program Renovations	13	07.19.2022	$ 3,123.00	0	0.01%	James B. Pirtle Construction Company, Inc.	Owner's Request	The Contractor is to provide labor and materials to install additional ductwork and diffusers at the kitchen nonfood storage room.	$25,422,614.00	04.04.2019
Change Order: 12				**$ 4,095.00**	**0**	**0.02%**					
P.001817	Nova HS - SMART Program Renovations	32	08.17.2022	$ 4,095.00	0	0.02%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The Contractor is to provide labor, materials, and equipment for changes to the electrical design which includes additional exterior lighting and branch circuits.	$25,422,614.00	04.04.2019
Change Order: 13				**$ 4,288.00**	**0**	**0.02%**					
P.001817	Nova HS - SMART Program Renovations	11	09.13.2022	$ 4,288.00	0	0.02%	James B. Pirtle Construction Company, Inc.	Owner's Request	The Contractor is to provide labor, materials and equipment to change air handling unit #13 located in Building 13, from a horizontal dual path unit to a face and bypass unit.	$25,422,614.00	04.04.2019
Change Order: 14				**$ 20,661.00**	**0**	**0.08%**					
P.001817	Nova HS - SMART Program Renovations	1	12.13.2022	$ 5,298.00	0	0.02%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The Contractor is to provide labor, materials and equipment for new supply fans in Building 33.	$25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	50	12.13.2022	$ 5,841.00	0	0.02%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The Contractor is to provide labor, material and equipment to furnish a new sink and hot water heater in Building 15.	$25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	51	12.13.2022	$ 2,940.00	0	0.01%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The Contractor is to provide labor and materials to install new conduit, wiring, and connections to two (2) new hand dryers in restroom.	$25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	52	12.13.2022	$ 2,955.00	0	0.01%	James B. Pirtle Construction Company, Inc.	Consultant Error	The Contractor is to provide labor and materials for the new routing of rainwater leader piping in Building 14 which consists of media center and classrooms.	$25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	53	12.13.2022	$ 3,627.00	0	0.01%	James B. Pirtle Construction Company, Inc.	Owner's Request	The Contractor is to provide additional labor, materials and equipment for the addition of new insulation at the interior roof drain piping in Building 32.	$25,422,614.00	04.04.2019
Change Order: 15				**$ 3,051.00**	**0**	**0.01%**					
P.001817	Nova HS - SMART Program Renovations	54	01.18.2023	$ 3,051.00	0	0.01%	James B. Pirtle Construction Company, Inc.	Consultant Omission	The contract drawings did not indicate a hot water supply for the art room sink in Building 6 (classrooms, STEM labs, teacher planning, art room). The Contractor is to provide labor, material, and equipment to add a tankless water heater.	$25,422,614.00	04.04.2019
Change Order: 16				**$ 8,041.00**	**0**	**0.03%**					

P.001817	Nova HS - SMART Program Renovations	29	02.15.2023	$ 8,041.00	0	0.03%	James B. Pirtle Construction Company, Inc.	Consultant Error	The original contract documents depicted replacing three (3) new air handler units (AHUs) with new condensate lines to be connected at the point of discharge of the old AHUs. However, the new condensate discharge was lower than the existing condensate discharge and required revised drawings with new condensate line routing and the addition of pumps with p-traps. The Contractor is to provide labor, material, and equipment for the changes to the mechanical, electrical, and plumbing design of Building 5.	$25,422,614.00	04.04.2019
Change Order: 17				**$ (263,203.81)**	**0**	**-1.04%**					
P.001817	Nova HS - SMART Program Renovations	33	05.09.2023	$ (276,343.00)	0	-1.09%	James B. Pirtle Construction Company, Inc.	Owner's Request	This change order is being submitted to provide a credit for the labor and materials not expended to remove the gypsum decks at Building 17 and 18 and replace with metal decking.	$25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	34	05.09.2023	$ 4,165.19	0	0.02%	James B. Pirtle Construction Company, Inc.	Consultant Omission	During construction, it was discovered that the new sink would not fit the intended space after the existing sink is removed. Therefore, the Contractor is to provide labor and material costs to provide a new utility sink in Building 37.	$25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	55	05.09.2023	$ 4,744.00	0	0.02%	James B. Pirtle Construction Company, Inc.	Consultant Omission	During construction, it was discovered that there were existing louvers above the doors to the mechanical room which are required to install the new Exterior Insulation and Finish (EIFS) system. Therefore, the Contractor is to provide labor, material, and equipment to infill the exterior wall that is required at Building 13.	$25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	56	05.09.2023	$ 4,230.00	0	0.02%	James B. Pirtle Construction Company, Inc.	Consultant Omission	During installation of the make-up air plenum, it was discovered that the existing ceramic tile clad walls obstructed the path of the new air flow, resulting in a change in the make-up air plenum design. Therefore, the Contractor is to provide labor, material, and equipment to install a new soffit at Building 12.	$25,422,614.00	04.04.2019
Change Order: 18				**$ 3,690.00**	**0**	**0.01%**					
P.001817	Nova HS - SMART Program Renovations	35	06.13.2023	$ 3,690.00	0	0.01%	James B. Pirtle Construction Company, Inc.	Consultant Omission	During construction it was discovered that the initial contract documents specified a new Notice of Acceptance (NOA) rated window assembly in Building 13 but did not provide for infilling above the new window to complete the exterior structural assembly. Therefore, the Contractor is to provide labor, material, and equipment to provide the exterior wall infill above the new windows.	$25,422,614.00	04.04.2019
Change Order: 19				**$ 121,164.70**	**0**	**0.48%**					
P.001817	Nova HS - SMART Program Renovations	39	07.18.2023	$ 4,550.70	0	0.02%	James B. Pirtle Construction Company, Inc.	Consultant Omission	During construction it was discovered that the initial contract documents depicted the demolition and replacement of chilled water piping up to the main header in Building 13. Therefore, the Contractor is to provide labor, materials and equipment associated with changing the routing of chilled water piping.	$25,422,614.00	04.04.2019
P.001817	Nova HS - SMART Program Renovations	68	07.18.2023	$ 116,614.00	0	0.46%	James B. Pirtle Construction Company, Inc.	Consultant Omission	During construction it was discovered that additional fire alarm devices were originally omitted from the GMP documents and were identified as being necessary. Therefore, the Contractor is to provide labor, material and equipment to install the additional fire alarm devices.	$25,422,614.00	04.04.2019
Change Order: 20				**$ 23,872.00**	**0**	**0.09%**					
P.001817	Nova HS - SMART Program Renovations	63	09.12.2023	$ 23,872.00	0	0.09%	James B. Pirtle Construction Company, Inc.	Consultant Omission	Contract documents depicted exterior lights at Building 13 t be replaced, however, there are no exterior lights at Building 13. Therefore, The Contract is to provide labor and materials and install relays and wiring for the exterior lights that will be added.	$25,422,614.00	04.04.2019
Superintendent Letter CO-32				**$ (6,094.00)**	**0**	**-0.02%**					
P.001817	Nova HS - SMART Program Renovations	59	09.19.2023	$ (6,094.00)	0	-0.02%	James B. Pirtle Construction Company, Inc.	Owner's Request	This change order credit is for the labor and material to de-scope the new floor boxes, which were to be installed in the Building 14 media center.	$25,422,614.00	04.04.2019
Superintendent Letter CO-33				**$ (48,636.00)**	**0**	**-0.19%**					
P.001817	Nova HS - SMART Program Renovations	73	11.07.2023	$ (48,636.00)	0	-0.19%	James B. Pirtle Construction Company, Inc.	Owner's Request	A credit from the Contractor for unused project funds inclusive of the bond not provided by the demolition subcontractor, millwork cabinet budget estimate, and window testing.	$25,422,614.00	04.04.2019
Superintendent Letter CO-35				**$ (5,480.00)**	**0**	**-0.02%**					
P.001817	Nova HS - SMART Program Renovations	38	12.08.2023	$ (5,480.00)	0	-0.02%	James B. Pirtle Construction Company, Inc.	Owner's Request	A credit from the Contractor for the cost of the electrical work in Building 25 which has been removed from the scope of work.	$25,422,614.00	04.04.2019
Change Order: 21				**$ (626,789.00)**	**0**	**-2.47%**					
P.001817	Nova HS - SMART Program Renovations	74	Pending Board Approval	$ (626,789.00)	0	-2.47%	James B. Pirtle Construction Company, Inc.	Owner's Request	The original Contract Documents indicated that the gypsum decks were to be removed and replaced with metal decks at Buildings 1, 2, 13, 14, and 16. During a Roof Reality Check, it was determined that the existing decks were in good condition and could remain. The Contractor is to provide a credit for the labor and materials associated with the roof deck replacement.	$25,422,614.00	04.04.2019
Grand Totals:				**$ (544,988.11)**	**196**	**-0.96%**					

***Change Order Item was funded through existing GMP contingency built into the GMP contract amount.**

EXHIBIT 4

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Change Order #21
JAMES B. PIRTLE CONSTRUCTION COMPANY, INC.
Nova High School
P.001817

School Board Meeting: 01.23.2024

The financial impact of this item is ($626,789.00)

This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2023).

There is an additional impact to the project budget

A credit in the amount of ($100,000) will be returned to the current project budget. The remaining ($526,789) will be returned to the Capital Budget Reserve. This reduces the project budget from $31,973,345 to $31,446,556.

Department Name	Department Head
Capital Budget	Omar Shim, Director

Omar Shim - 12/05/2023
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	JJ. Capital Program
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-13.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **DOP Tax Savings Change Order - Charles W. Flanagan HS**

REQUESTED ACTION: **Approve Change Order Item #10 for Direct Owner Purchase tax savings in the amount of ($101,578.56) - Charles W. Flanagan High School, Project No. P.001847, District 2.**

RATIONALE:

For the Requested Action(s), Background/History, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Tax Savings Credit
- Approved COI Log
- Collaboration Form
- JJ-13 Response

FINANCIAL IMPACT:

A credit in the amount of ($101,578.56) will be returned to the Capital Budget Reserve. This reduces the project budget from $15,326,361 to $15,224,782.44.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Deborah G. Czubkowski	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Deborah G. Czubkowski, Chief Facilities Officer

Signature

Deborah G. Czubkowski, Chief Facilities Officer

Electronic Signature

Form $4189 Revised 7/23

PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

EXHIBIT 1

For more information, please contact:
Deborah G. Czubkowski
Chief Facilities Officer
754-321-2659

EXECUTIVE SUMMARY
DOP Tax Savings Change Order
CORE Construction Services of Florida, LLC
Song & Associates, Inc.
Charles W. Flanagan High School, Pembroke Pines
SMART Program Renovations
Project No. P.001847
RFQ 17-210C

MASTER PROJECT SUMMARY

Total Project Budget

Construction Budget:	$	7,062,616
Soft Cost Budget: (Design, FF&E, IT, Mgmt. Fees, etc.)	$	1,470,384
Original D.E.F.P. Budget:	**$**	**8,533,000**
Approved Add. Funding: (JJ-2, 09/05/18)	$	6,793,361
DOP Tax Savings:	$	(101,578.56)
Current Revised Budget:	**$**	**15,224,782.44**

Total Project Schedule Summary

-Notice to Proceed: 09/19/18

- Actual Substantial Completion Date: 01/03/20

-Current Projected Final Completion Date: 01/23/24

Change Order Analysis

Consultant Error	0.47%
Consultant Omission	0.43%
Owner's Request	0.00%
Unforeseen	0.00%
Tax Savings from DOP	-0.85%
Total	**0.05%**

Requested Action:
Approve the Direct Owner Purchase (DOP) tax savings credit change order of ($101,578.56).

What would the impact be if the Board votes "yes" or "no" for this Board item?

If yes: This change order reconciles the current contract value by closing the Tax Savings of the DOP.

If no: If this item is not approved, the current contract value cannot be reconciled, and the project cannot close out.

Background/History:
The scope of work for the project includes HVAC improvements, a new classroom addition, and building envelope improvements.

Construction Contract Summary:

ORIGINAL BASE CONTRACT:	$	11,918,439.00	373 Days
DIRECT OWNER PURCHASE(S):	$	(1,722,817.74)	0 Days
PREVIOUSLY APPROVED CO'S:	$	107,991.00	28 Days
CURRENT CO REQUEST:	$	(101,578.56)	0 Days
CURRENT REVISED CONTRACT:	**$**	**10,202,033.70**	**401 Days**

Status of Work:
This project is in the closeout phase.

Change Order Items:
Item #1 – (COI #10) Credit for DOP Tax Savings: In accordance with the contract, this change order reconciles the current contract value by closing the Tax Savings of the DOP with the final amount of ($101,578.56).

Action Plan:
A request from the Contractor for additional time, which is supported by a Time Impact Analysis (TIA), shall be analyzed by an Independent Claims Analyst Forensic Scheduler, and if acceptable shall be presented to the Board for consideration of approval with the closeout of this project.

Measurable Outcome(s)/Return on Investment:
This item reconciles the current contract value by closing the Tax Savings of the DOP.

Financial Impact:

There is an additional impact to the project budget. A credit in the amount of ($101,578.56) will be returned to the Capital Budget Reserve. This reduces the project budget from $15,326,361 to $15,224,782.44.

EXHIBIT 2

The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, FL 33311 **(754) 321-1500**

Document 01250g (00 63 63)-Construction Change Order-Item # 10

Facility Name:	Charles W. Flanagan High School	Date:	
Project Name:	Charles W. Flanagan HS - SMART Program Renovations	Project #	P.001847
Location No:	3391		
Contractor:	CORE CONSTRUCTION SERVICES OF FLORIDA, LLC 270 W HILLSBORO BLVD DEERFIELD,FL 33441	Reference Letter Dated:	

Description of Change:
In accordance with the contract, this change order is the final Tax Reconciliation of all direct owner purchases listed below:

DOP-01 - Baltimore Aircoil - PO#8519000190 - ($6,986)

DOP-02 - Diversified Fluid Controls, Inc. - PO#8519000154 - ($4,760)

DOP-03 - Ferguson Enterprises, Inc. - PO#8519000153 - ($2,782.34)

DOP-04 - New Millennium Building Systems - PO#8519000171 - ($4,859.24)

DOP-05 - G. Prouix Building Products, Inc. - PO#8519000152 - ($2,750.00)

DOP-06 - Trane South Florida - PO#8519000170 - ($23,966.54)

DOP-07 - B&H Steel Company - PO#8519000215 - ($7,631.12)

DOP-08 - HVAC Associates, Inc. - PO#8519000214 - ($1,428.80)

DOP-09 - Sol-A-Trol Aluminum Products - PO#8519000235 - ($19,256.24)

DOP-10- Cellofoam North America, Inc. - PO#8519000213 - ($1,937.75)

DOP-11 - Soprema, Inc. - PO#8519000212 - ($14,206.03)

DOP-12 - ABC Supply Co. Inc - PO#8519000237 - ($4,298.65)

DOP-13 - Gator Gypsum) PO#8519000272 - ($6,715.85)

Attachments: _____

Reason For Change:
To provide tax savings to the Owner.

Summary:
Total Credits and/or Added Costs: Add: _____
Deduct: $101,578.56

The Contract Time will remain unchanged. 0 Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended	Accepted	Reviewed and Concurred
Leila Rouady 11.09.2023	Shereece Mcleish 11.15.2023	Ameena Haddad 11.15.2023
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Leila Rouady	Shereece Mcleish	Ameena Haddad
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
SONG & ASSOCIATES, INC.	CORE CONSTRUCTION SERVICES OF FLORIDA, LLC	The School Board of Broward County, FL
Project Consultant's Firm Name	Contractor's Firm Name	The School Board of Broward County, FL

Consultant Concurs with Categorization:
☒ Yes ☐No

FOR OFFICE USE ONLY

Direct Owner Purchase (DOP)

☐Owner's Request ☐Unforeseen ☐Consultant Error ☐Consultant Omission ☐Direct Owner Purchase ☒Tax Savings

EXHIBIT 3

Approved Change Order Item Log

Project Number	Project Name	Item #	Approved Date	Change Order Amount	Days Extended	Percent Change	Contractor	Reason	Description	Original Contract Amount	Actual Start
Change Order: 1				**$ 45,149.00**	**28**	**0.38%**					
P.001847	Charles W. Flanagan HS - SMART Program Renovations	1	12.10.2019	$ 45,149.00	28	0.38%	CORE Construction Services of Florida, LLC	Consultant Omission	Intercom and Clock System Specifications were not included with the contract documents. These Specifications are a requirement to complete the work.	$ 11,918,439.00	09.19.2018
Change Order: 2				**$ 43,965.00**	**0**	**0.37%**					
P.001847	Charles W. Flanagan HS - SMART Program Renovations	5	06.23.2020	$ 43,965.00	0	0.37%	CORE Construction Services of Florida, LLC	Consultant Error	Provide labor, material, and equipment required to install a redundant cooling system in lieu of the existing non-redundant cooling system.	$ 11,918,439.00	09.19.2018
Change Order: 3				**$ 5,520.00**	**0**	**0.05%**					
P.001847	Charles W. Flanagan HS - SMART Program Renovations	16	08.19.2020	$ 5,520.00	0	0.05%	CORE Construction Services of Florida, LLC	Consultant Error	Provide labor and material to remove two 200-amp electrical breakers specified by design documents, and replace with larger 300-amp breaker answered to RFI-127. The 200-amp breakers were too small for secondary chilled water pump motor amp load.	$ 11,918,439.00	09.19.2018
Change Order: 4				**$ 13,357.00**	**0**	**0.11%**					
P.001847	Charles W. Flanagan HS - SMART Program Renovations	2	04.19.2022	$ 6,929.00	0	0.06%	CORE Construction Services of Florida, LLC	Consultant Error	Additional labor and materials were required to install five (5) new down conductors and ground rods to prevent water intrusion.	$ 11,918,439.00	09.19.2018
P.001847	Charles W. Flanagan HS - SMART Program Renovations	9	04.19.2022	$ 6,428.00	0	0.05%	CORE Construction Services of Florida, LLC	Consultant Omission	Additional labor and materials were required to install a motor start for Exhaust Fan 13 servicing the refrigerant monitoring system.	$ 11,918,439.00	09.19.2018
DOP Tax Savings Credit				**$ (101,578.56)**	**0**	**-0.85%**					
P.001847	Charles W. Flanagan HS - SMART Program Renovations	10	Pending Board Approval	$ (101,578.56)	0	-0.85%	CORE Construction Services of Florida, LLC	Tax Savings	In accordance with the contract, this change order reconciles the current contract value by closing the Tax Savings of the DOP with the final amount of ($101,578.56).	$ 11,918,439.00	09.19.2018
Grand Totals:				**$ 6,412.44**	**28**	**0.05%**					

EXHIBIT 4

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Direct Owner Purchase Tax Savings Credit
CORE CONSTRUCTION SERVICES OF FLORIDA, LLC
Charles W. Flanagan High School
P.001847

School Board Meeting: 01.23.2024

The financial impact of this item is ($101,578.56)

This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2023).

There is an additional impact to the project budget

A credit in the amount of ($101,578.56) will be returned to the Capital Budget Reserve. This reduces the project budget from $15,326,361 to $15,224,782.44.

Department Name	Department Head
Capital Budget	Omar Shim, Director

Omar Shim - 11/30/2023
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Staff Follow Up: **RSBM-012324-04 (DH)**
Due Date (January 17, 2024)
Today's date (January 16, 2024)

BROWARD County Public Schools | Educating Today's Students to Succeed in Tomorrow's World

Topic:

JJ-13.) DOP Tax Savings CO – Charles W. Flanagan HS
JJ-14.) DOP Tax Savings CO – Forest Glen MS
JJ-15.) DOP Tax Savings CO – Horizon ES

Staff Follow Up: Is the DOP amount in these items included in the Capital Budget presented in Item FF-1? **RSBM-012324-04 (D. Hixon)**

Response: These DOP Tax Savings items are credits being returned to the District from the Contractors. The budgets have been considered in the Capital Budget item FF-1.

PBL/DGC/SNM/KL:sf

Shelley N. Meloni
Executive Director,
Capital Programs

Deborah Czubkowski
Deborah G. Czubkowski
Chief Facilities Officer

Designee
Dr. Peter B. Licata
Superintendent of
Schools

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	JJ. Capital Program
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-14.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **DOP Tax Savings Change Order - Forest Glen MS**

REQUESTED ACTION: **Approve Change Order Item #3 for Direct Owner Purchase tax savings in the amount of ($95,185.01) - Forest Glen Middle School, Project No. P.001865, District 4.**

RATIONALE:

For the Requested Action(s), Background/History, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Tax Savings Credit
- Approved COI Log
- Collaboration Form
- JJ-14 Response

FINANCIAL IMPACT:

DOP tax savings credit of ($95,185.01) will remain in the project budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Deborah G. Czubkowski	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Deborah G. Czubkowski, Chief Facilities Officer

Signature

Deborah G. Czubkowski, Chief Facilities Officer

Electronic Signature

Form $4189 Revised 7/23

PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

EXHIBIT 1

For more information, please contact:
Deborah G. Czubkowski
Chief Facilities Officer
754-321-2659

EXECUTIVE SUMMARY
DOP Tax Savings Change Order
Thornton Construction Company, Inc.
VIA Design Studio, LLC
Forest Glen Middle School, Coral Springs
SMART Program Renovations
Project No. P.001865
ITB 19-134C

MASTER PROJECT SUMMARY

Total Project Budget

Construction Budget:	$	3,999,784
Soft Cost Budget: (Design, FF&E, IT, Mgmt. Fees, etc.)	$	1,189,216
Original D.E.F.P. Budget:	**$**	**5,189,000**
Approved Add. Funding: (JJ-2, 06/11/19)	$	3,858,800
New Funding Request:	$	0
Current Revised Budget:	**$**	**9,047,800**

Total Project Schedule Summary

-Notice to Proceed: 09/20/19

- Current Projected Substantial Completion Date: 08/31/24

-Current Projected Final Completion Date: 10/30/24

Change Order Analysis

Consultant Error	0.33%
Consultant Omission	1.10%
Owner's Request	0.00%
Unforeseen	0.07%
Tax Savings from DOP	-1.36%
Total	**0.14%**

Requested Action:
Approve the Direct Owner Purchase (DOP) tax savings credit change order of ($95,185.01).

What would the impact be if the Board votes "yes" or "no" for this Board item?

If yes: This change order reconciles the current contract value by closing the Tax Savings of the DOP.

If no: If this item is not approved, the current contract value cannot be reconciled, and the project cannot close out.

Background/History:
The scope of work for the project includes fire sprinklers, HVAC improvements, and building envelope improvements.

Construction Contract Summary:

ORIGINAL BASE CONTRACT:	$	6,990,000.00	430 Days
DIRECT OWNER PURCHASE(S):	$	(1,581,416.88)	0 Days
PREVIOUSLY APPROVED CO'S:	$	104,706.00	90 Days
CURRENT CO REQUEST:	$	(95,185.01)	0 Days
CURRENT REVISED CONTRACT:	**$**	**5,418,104.11**	**520 Days**

Status of Work:
Construction of the project is 99% complete.

Change Order Items:
Item #1 – (COI #3) Credit for DOP Tax Savings: In accordance with the contract, this change order reconciles the current contract value by closing the Tax Savings of the DOP with the final amount of ($95,185.01).

Action Plan:
A request from the Contractor for additional time, which is supported by a Time Impact Analysis (TIA), shall be analyzed by an Independent Claims Analyst Forensic Scheduler, and if acceptable shall be presented to the Board for consideration of approval with the closeout of this project.

Measurable Outcome(s)/Return on Investment:
This item reconciles the current contract value by closing the Tax Savings of the DOP.

Financial Impact:
A credit in the amount of ($95,185.01) will remain in the project budget.

EXHIBIT 2

The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, FL 33311
(754) 321-1500

Document 01250g (00 63 63)-Construction Change Order-Item # 03

Facility Name:	Forest Glen Middle School	Date:	
Project Name:	Forest Glen MS - SMART Program Renovation	Project #	P.001865
Location No:	3051		
Contractor:	THORNTON CONSTRUCTION COMPANY, INC. 13290 NW 42ND AVE OPA-LOCKA,FL 33054	Reference Letter Dated:	

Description of Change:
In accordance with the contract, this change order is the final Tax Reconciliation of all direct owner purchases listed below:

DOP-01 - Trintec Construction - PO#8520000223 - ($51,318.06)

DOP-02 - Ryerson & Son, Inc - PO#8520000224 - ($11,678.00)

DOP-03 - Integrated Cooling - PO#8520000225 - ($9,242.00)

DOP-04 - Johnson Controls - PO#8520000237 - ($10,550.00)

DOP-05 - Environmental Air Products - PO#8520000238 - ($5,729.78)

DOP-06 - Roth Southeast - PO#8520000256 - ($6,667.17)

Attachments:

Reason For Change:
To provide Tax Savings to the Owner

Summary:

Total Credits and/or Added Costs:	Add:	
	Deduct:	$95,185.01
The Contract Time will remain unchanged.		0 Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended	Accepted	Reviewed and Concurred
Ana Paula Ibarra 09.19.2023	Jeanne Pimentel 11.10.2023	Scott Johnson 11.13.2023
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Ana Paula Ibarra	Jeanne Pimentel	Scott Johnson
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
VIA DESIGN STUDIO LLC	THORNTON CONSTRUCTION COMPANY, INC.	The School Board of Broward County, FL
Project Consultant's Firm Name	Contractor's Firm Name	The School Board of Broward County, FL

The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, FL 33311 **(754) 321-1500**

Consultant Concurs with Categorization:
☒ Yes ☐No

FOR OFFICE USE ONLY					
					Direct Owner Purchase (DOP)
☐Owner's Request	☐Unforeseen	☐Consultant Error	☐Consultant Omission	☐Direct Owner Purchase	☒Tax Savings

EXHIBIT 3

Approved Change Order Item Log

Project Number	Project Name	Item #	Approved Date	Change Order Amount	Days Extended	Percent Change	Contractor	Reason	Description	Original Contract Amount	Actual Start
Change Order: 1				**$ 6,772.00**	**0**	**0.10%**					
P.001865	Forest Glen MS - SMART Program Renovations	2	04.20.2021	$ 6,772.00	0	0.10%	Thornton Construction Company, Inc.	Consultant Error	Contract Drawings depicted the replacement of the air handling unit located in room 303. Upon installation of the unit, it was discovered that the required maintenance clearance was not addressed requiring additional labor and materials to install a new door to allow for the proper clearances for unit maintenance.	$ 6,990,000.00	09.20.2019
Change Order: 2				**$ 66,267.00**	**0**	**0.95%**					
P.001865	Forest Glen MS - SMART Program Renovations	4	06.15.2021	$ 66,267.00	0	0.95%	Thornton Construction Company, Inc.	Consultant Omission	Contract drawings showed an existing 120-volt dedicated circuit to Energy Management System (EMS) as required for code compliance. However, contrary to existing contract drawings this dedicated circuit was not present in mechanical rooms. Therefore, additional labor and material are required to install step-down transformers and fuses required to bring the dedicated 120-volt circuit for the EMS at all blower coils and air handling units.	$ 6,990,000.00	09.20.2019
Change Order: 3				**$ 15,958.00**	**90**	**0.23%**					
P.001865	Forest Glen MS - SMART Program Renovations	1	07.20.2021	$ 15,958.00	90	0.23%	Thornton Construction Company, Inc.	Consultant Error	The original drawings called for re-using existing electrical panels to service the new 3-phase air handlers that are replacing the existing single-phase air handlers. Additional space was required for the installation of the work. The additional time required for this work was used for the Consultant to create and move through the ASI process, coordinating and receiving approval from the code officials, which provided for the contractor to relocate the existing equipment and install the new work. Once the final resolution and work was in place, the contractor went through several inspections to achieve final approval.	$ 6,990,000.00	09.20.2019
Change Order: 4				**$ 1,504.00**	**0**	**0.02%**					
P.001865	Forest Glen MS - SMART Program Renovations	7	08.17.2021	$ 1,504.00	0	0.02%	Thornton Construction Company, Inc.	Consultant Omission	Per inspection report, a supply air grill is required in each mechanical room to meet the mechanical design criteria. Therefore, labor and material are required for the installation of the supply grills and associated ductwork.	$ 6,990,000.00	09.20.2019
Superintendent Letter CO-5				**$ 9,465.00**	**0**	**0.14%**					
P.001865	Forest Glen MS - SMART Program Renovations	6	11.04.2022	$ 9,465.00	0	0.14%	Thornton Construction Company, Inc.	Consultant Omission	Contractor provided labor and materials to install twenty-one (21) new CO2 sensors for twenty-one (21) Air Handling Units.	$ 6,990,000.00	09.20.2019
Superintendent Letter CO-6				**$ 4,740.00**	**0**	**0.07%**					
P.001865	Forest Glen MS - SMART Program Renovations	9	08.30.2023	$ 4,740.00	0	0.07%	Thornton Construction Company, Inc.	Unforeseen	Per enclosed documents, the AHU specified for the Bid Documents would provide the required clearance and not require the relocation of the equipment. But the AHU that was sent to the site was larger than the documentation provided by the manufacturer. This caused clearance issues. The machine could not be modified and in order to meet the code required clearance; therefore, the existing equipment had to be relocated in Mechanical Room 305.	$ 6,990,000.00	09.20.2019
DOP Tax Savings Credit				**$ (95,185.01)**	**0**	**-1.36%**					
P.001865	Forest Glen MS - SMART Program Renovations	3	Pending Board Approval	$ (95,185.01)	0	-1.36%	Thornton Construction Company, Inc.	Tax Savings	In accordance with the contract, this change order reconciles the current contract value by closing the Tax Savings of the DOP with the final amount of ($95,185.01).	$ 6,990,000.00	09.20.2019
Grand Totals:				**$ 9,520.99**	**90**	**0.14%**					

EXHIBIT 4

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Direct Owner Purchase Tax Savings Credit
THORNTON CONSTRUCTION COMPANY, INC.
Forest Glen Middle School
P.001865

School Board Meeting: 01.23.2024

The financial impact of this item is ($95,185.01)

This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2023).

There is no impact to the project budget

Department Name	Department Head
Capital Budget	Omar Shim, Director

Omar Shim - 12/05/2023
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Staff Follow Up: **RSBM-012324-04 (DH)**
Due Date (January 17, 2024)
Today's date (January 16, 2024)

BROWARD County Public Schools | Educating Today's Students to Succeed in Tomorrow's World

Topic:

JJ-13.) DOP Tax Savings CO – Charles W. Flanagan HS
JJ-14.) DOP Tax Savings CO – Forest Glen MS
JJ-15.) DOP Tax Savings CO – Horizon ES

Staff Follow Up: Is the DOP amount in these items included in the Capital Budget presented in Item FF-1? **RSBM-012324-04 (D. Hixon)**

Response: These DOP Tax Savings items are credits being returned to the District from the Contractors. The budgets have been considered in the Capital Budget item FF-1.

PBL/DGC/SNM/KL:sf

Shelley N. Meloni
Executive Director,
Capital Programs

Deborah Czubkowski
Deborah G. Czubkowski
Chief Facilities Officer

Designee
Dr. Peter B. Licata
Superintendent of
Schools

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	JJ. Capital Program
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-15.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **DOP Tax Savings Change Order - Horizon ES**

REQUESTED ACTION: **Approve Change Order Item #6 for Direct Owner Purchase tax savings in the amount of ($12,160.80) - Horizon Elementary School, Project No. P.002038, District 5.**

RATIONALE:

For the Requested Action(s), Background/History, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Tax Savings Credit
- Approved COI Log
- Collaboration Form
- JJ-15 Response

FINANCIAL IMPACT:

DOP tax savings credit of ($12,160.80) will remain in the project budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Deborah G. Czubkowski	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Deborah G. Czubkowski, Chief Facilities Officer

Signature

Deborah G. Czubkowski, Chief Facilities Officer

Electronic Signature

Form $4189 Revised 7/23

PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

EXHIBIT 1

For more information, please contact:
Deborah G. Czubkowski
Chief Facilities Officer
754-321-2659

EXECUTIVE SUMMARY
DOP Tax Savings Change Order
Cosugas, LLC
Song & Associates, Inc.
Horizon Elementary School, Sunrise
SMART Program Renovations
Project No. P.002038
ITB 19-172C

MASTER PROJECT SUMMARY

Total Project Budget

Construction Budget:	$	613,627
Soft Cost Budget: (Design, FF&E, IT, Mgmt. Fees, etc.)	$	199,373
Original D.E.F.P. Budget:	**$**	**813,000**
Approved Add. Funding: (JJ-2, 07/21/20); (JJ-1, 03/07/23); (JJ-2, 09/12/23)	$	849,971
New Funding Request:	$	0
Current Revised Budget:	**$**	**1,662,971**

Total Project Schedule Summary

-Notice to Proceed: 03/26/21

- Current Projected Substantial Completion Date: 12/31/23

-Current Projected Final Completion Date: 02/29/24

Change Order Analysis

Consultant Error	0.00%
Consultant Omission	11.26%
Owner's Request	0.00%
Unforeseen	0.00%
Tax Savings from DOP	-1.04%
Total	**10.22%**

Requested Action:
Approve the Direct Owner Purchase (DOP) tax savings credit change order of ($12,160.80).

What would the impact be if the Board votes "yes" or "no" for this Board item?

If yes: This change order reconciles the current contract value by closing the Tax Savings of the DOP.

If no: If this item is not approved, the current contract value cannot be reconciled, and the project cannot close out.

Background/History:
The scope of work for the project includes HVAC improvements, media center improvements, and building envelope improvements.

Construction Contract Summary:

ORIGINAL BASE CONTRACT:	$	1,170,000.00	346 Days
DIRECT OWNER PURCHASE(S):	$	(200,180.00)	0 Days
PREVIOUSLY APPROVED CO'S:	$	131,758.00	141 Days
CURRENT CO REQUEST:	$	(12,160.80)	0 Days
CURRENT REVISED CONTRACT:	**$**	**1,089,417.20**	**487 Days**

Status of Work:
This project is in the closeout phase.

Change Order Items:
Item #1 – (COI #6) Credit for DOP Tax Savings: In accordance with the contract, this change order reconciles the current contract value by closing the Tax Savings of the DOP with the final amount of ($12,160.80).

Action Plan:
A request from the Contractor for additional time, which is supported by a Time Impact Analysis (TIA), shall be analyzed by an Independent Claims Analyst Forensic Scheduler, and if acceptable shall be presented to the Board for consideration of approval with the closeout of this project.

Measurable Outcome(s)/Return on Investment:
This item reconciles the current contract value by closing the Tax Savings of the DOP.

Financial Impact:
A credit in the amount of ($12,160.80) will remain in the project budget.

EXHIBIT 2

The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, FL 33311 **(754) 321-1500**

Document 01250g (00 63 63)-Construction Change Order-Item # 06

Facility Name: Horizon Elementary School
Date:
Project Name: Horizon ES - SMART Program Renovations
Project # P.002038
Location No: 2531
Contractor: COSUGAS, LLC
719 SHOTGUN RD
SUNRISE,Florida 33326
Reference Letter Dated:

Description of Change:
In accordance with the contract, this change order is the final Tax Reconciliation of all direct owner purchases listed below:

DOP-1- Diversified Fluid Controls - PO#8521000364 - ($1,320.80)

DOP-2 - Integrated Cooling Solutions - PO#8521000365 - ($3,050.00)

DOP-3 - Johnson Controls - PO#8521000366 - ($7,790.00)

Attachments:

Reason For Change:
Tax Savings to the Owner for Direct Owner Purchases.

Summary:
Total Credits and/or Added Costs: Add:
Deduct: $12,160.80
The Contract Time will remain unchanged. 0 Days

THIS CHANGE ORDER ITEM IS INCLUSIVE OF ALL COSTS ASSOCIATED WITH THIS WORK. NO ADDITIONAL COMPENSATION FOR EXTENDED TIME SHALL BE DUE AS A RESULT OF THIS CHANGE IN THE SCOPE OF WORK.

Recommended	Accepted	Reviewed and Concurred
Edgar Paniagua 10.20.2023	Enid Rodriguez 10.30.2023	Herve Apollon 10.30.2023
Project Consultant's Signature Date	Contractor's Signature Date	Facilities Project Manager Date
Edgar Paniagua	Enid Rodriguez	Herve Apollon
Project Consultant's Typed Name	Contractor's Typed Name	Facilities Project Manager's Typed Name
SONG & ASSOCIATES, INC.	COSUGAS, LLC	The School Board of Broward County, FL
Project Consultant's Firm Name	Contractor's Firm Name	The School Board of Broward County, FL

Consultant Concurs with Categorization:
☒ Yes ☐No

FOR OFFICE USE ONLY

Direct Owner Purchase (DOP)

☐Owner's Request ☐Unforeseen ☐Consultant Error ☐Consultant Omission ☐Direct Owner Purchase ☒Tax Savings

EXHIBIT 3

Approved Change Order Item Log

Project Number	Project Name	Item #	Approved Date	Change Order Amount	Days Extended	Percent Change	Contractor	Reason	Description	Original Contract Amount	Actual Start
Change Order: 1				**$ 118,124.00**	**0**	**10.10%**					
P.002038	Horizon ES - SMART Program Renovations	3	03.07.2023	$ 118,124.00	0	10.10%	Cosugas, LLC	Consultant Omission	The existing MDP needed to energize the new chiller and associated pumps failed to shut down and requires replacement. The Contractor is to provide materials, labor, equipment and supervision to install a new MDP.	$ 1,170,000.00	03.26.2021
Change Order: 2				**$ 13,634.00**	**0**	**1.17%**					
P.002038	Horizon ES - SMART Program Renovations	1	Pending Board Approval	$ 13,634.00	0	1.17%	Cosugas, LLC	Consultant Omission	The Contractor was required to upgrade the new cooling tower to increase capacity, as well as upgrade the motors operating the tower. However, the contract documents did not account for the required upgrade to the variable frequency drives (VFDs) controlling the motors. Therefore, the Contractor is to provide labor, materials and equipment as required to replace two (2) variable frequency drives controlling the cooling tower motors.	$ 1,170,000.00	03.26.2021
DOP Tax Savings Credit				**$ (12,160.80)**	**0**	**-1.04%**					
P.002038	Horizon ES - SMART Program Renovations	6	Pending Board Approval	$ (12,160.80)	0	-1.04%	Cosugas, LLC	Tax Savings	In accordance with the contract, this change order reconciles the current contract value by closing the Tax Savings of the DOP with the final amount of ($12,160.80).	$ 1,170,000.00	03.26.2021
Grand Totals:				**$ 119,597.20**	**0**	**10.22%**					

EXHIBIT 4

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Direct Owner Purchase Tax Savings Change Order
COSUGAS, LLC
Horizon Elementary School
P.002038

School Board Meeting: 01.23.2024

The financial impact of this item is ($12,160.80)

This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2023).

There is no impact to the project budget

Department Name	Department Head
Capital Budget	Omar Shim, Director

Omar Shim - 11/30/2023
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Staff Follow Up: **RSBM-012324-04 (DH)**
Due Date (January 17, 2024)
Today's date (January 16, 2024)

BROWARD County Public Schools | Educating Today's Students to Succeed in Tomorrow's World

Topic:

JJ-13.) DOP Tax Savings CO – Charles W. Flanagan HS
JJ-14.) DOP Tax Savings CO – Forest Glen MS
JJ-15.) DOP Tax Savings CO – Horizon ES

Staff Follow Up: Is the DOP amount in these items included in the Capital Budget presented in Item FF-1? **RSBM-012324-04 (D. Hixon)**

Response: These DOP Tax Savings items are credits being returned to the District from the Contractors. The budgets have been considered in the Capital Budget item FF-1.

PBL/DGC/SNM/KL:sf

Shelley N. Meloni
Executive Director,
Capital Programs

Deborah Czubkowski
Deborah G. Czubkowski
Chief Facilities Officer

Designee
Dr. Peter B. Licata
Superintendent of
Schools

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	JJ. Capital Program
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-16.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **Second Amendment to PSA - Sawgrass ES**

REQUESTED ACTION: **Approve the Second Amendment to the Professional Services Agreement with RGD & Associates, Inc. - Sawgrass Elementary School, Project No. P.002127, District 6.**

RATIONALE:

For the Requested Action(s), Background/History, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.
This Board Item has been reviewed and approved as to legal form and content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Second Amendment
- Collaboration Form

FINANCIAL IMPACT:

$6,000 PSA contract amendment funded from existing contract Reimbursable Allowance funds. No additional spend authority is required.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:
(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Deborah G. Czubkowski	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Deborah G. Czubkowski, Chief Facilities Officer

Signature

Deborah G. Czubkowski, Chief Facilities Officer

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23
PBL/VSW

EXHIBIT 1

For more information, please contact:
Deborah G. Czubkowski
Chief Facilities Officer
754-321-2659

EXECUTIVE SUMMARY
Second Amendment to Professional Services Agreement
RGD & Associates, Inc.
Sawgrass Elementary School, Sunrise
SMART Program Renovations
Project No. P.002127
RFQ 19-015C

Requested Action:
Approve the Second Amendment to the Professional Services Agreement with RGD & Associates, Inc. for $6,000.

What would the impact be if the Board votes "yes" or "no" for this Board item?

If yes: This item, if approved, would provide for compensation to the Consultant for additional design services to remove the fire sprinkler scope of work for Buildings 2 and 3 from the permitted design drawings.

If no: If this item is not approved, the Consultant will not be compensated for work already performed in good faith.

Background/History:

Type of Contract:	**Professional Services Agreement**
Authorization to Proceed:	**TBD**
Original Total Project Funding Allocation:	**$2,646,000**

The proposed amendment is for an increase to the Basic Services fee in the amount of $6,000 for additional design services to remove the fire sprinkler scope of work for Buildings 2 and 3 from the permitted drawings.

The originally permitted drawings for this project included the installation of automatic fire sprinkler systems for Buildings 1, 2, and 3. However, prior to the project being advertised, a redesign of the permitted drawings was required by the Project Consultant based on changes to the fire sprinkler scope made by the previous Task-Assigned Chief Fire Official. It had been determined that automatic fire sprinkler systems were not required for Buildings 2 and 3; therefore, the scope of work was removed from the project.

AGENDA ITEM	DATE APPROVED	DESCRIPTION	BASIC FEES	ALLOWANCES/ SUPPLEMENTAL SERVICES	TOTAL
Original PSA	05/08/2018	Professional Services Agreement	$180,000	Reimbursable Expenses $57,000 Supplemental Services $25,000	**$262,000**
First Amendment	07/19/2022	Contract Form Update (01250g COI Form)	$0	--	**$262,000**
Second Amendment	Pending Board Approval	Increase to Basic Services fee to remove the fire sprinkler scope of work for Bldgs. 2 and 3 from the permitted drawings.	$6,000	Reimbursable Expenses ($6,000)	**$262,000**

Measurable Outcome(s)/Return on Investment:
This item ensures that the fire sprinkler scope of work for Buildings 2 and 3 is removed from the permitted drawings.

Financial Impact:
The financial impact of this item is $6,000 and will be funded from existing contract Reimbursable Allowance funds. No additional spend authority is required.

SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND
PROJECT CONSULTANT FOR ARCHITECTURAL/ENGINEERING SERVICES

This Second Amendment to the Professional Services Agreement ("Agreement") between The School Board of Broward County, Florida (hereinafter referred to as "School Board" or "Owner") and RGD and Associates, Inc., d/b/a RGD Consulting Engineers (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 8th day of May 2018, is entered into this 23rd day of January 2024 by and between the Owner and the Project Consultant.

For the Project known as: **Sawgrass Elementary School**
Project No. P.002127
SMART Program Renovations

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 8th day of May 2018, is in full force and effect as revised by the First Amendment dated July 19, 2022, and this Second Amendment; and

WHEREAS, the originally permitted drawings for this Project included the installation of automatic fire sprinkler systems in Buildings 1, 2, and 3, however it was subsequently determined that fire sprinklers were only required for Building 1; and

WHEREAS, the Project Consultant has been requested by District staff to modify the permitted drawings to remove automatic fire sprinkler systems for Buildings 2 and 3 from the scope of work; and

WHEREAS, the Project Consultant has agreed to perform the aforementioned, additional services in exchange for an increase to the Basic Services fee in the amount of $6,000; and

WHEREAS, the Owner's Program Manager, AECOM, Inc., and District staff have successfully negotiated and hereby recommend the removal of scope, and such additional fees as set forth herein above and below.

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 Project Consultant, the parties agree as follows:

1. The recitals contained herein are true and correct and are incorporated herein by reference.

2. **Revised Terms.** The Project Consultant shall perform all related design services identified herein as set forth below:

a. Fees. The parties mutually agree that the additional design services shall be performed in exchange for the payment of $6,000 which will be paid from existing Reimbursable Allowance funds defined in the Agreement.

	Original Amount	First Amendment Amount	Description	Second Amendment Amount	Revised Amount
Basic Services Fees	$180,000	$0	Increase to Basic Services fee to remove descoped work from the permitted drawings.	$6,000	**$186,000**
Allowances – Reimbursable Expenses	$57,000	$0	--	($6,000)	**$51,000**
Supplemental Services	$25,000	$0	--	$0	**$25,000**
Total	**$262,000**	**$0**	**N/A**	**$0**	**$262,000**

3. **Other Provisions Remain in Force.** All other terms and conditions of the Contract shall remain in full force and effect. Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

4. **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

a) This Second Amendment to Agreement; then
b) the First Amendment to Agreement; then
c) the Agreement.

5. **Authority:** Each person signing this Second Amendment on behalf of either party warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this Second Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment 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.

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Lori Alhadeff, Chair

ATTEST:

_____
Dr. Peter B. Licata,
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[Remainder of page intentionally left blank; signature pages follow]

FOR PROJECT CONSULTANT

(Corporate Seal)

ATTEST:

_____, Secretary

RGD Consulting Engineers

_____
Mike Bishop,
Vice President of Engineering

-or-

_____
Jeannie Rojas, Witness

_____
Amy W Davenport, Witness

5454
Project Consultant's
Registration Number

STATE OF FLORIDA)
COUNTY OF ~~MIAMI-DADE~~ Palm Beach)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 29th day of November, 2023 by **Mike Bishop** of **RGD and Associates, Inc., d/b/a RGD Consulting Engineers** on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as Identification and did/did not first take an oath.

My commission expires:

(SEAL)

_____
Signature, Notary Public

Elizabeth M. Ciaci
Printed Name of Notary

ELIZABETH M. CIACI
Notary Public - State of Florida
Commission # HH 337818
My Comm. Expires Mar 28, 2027
Bonded through National Notary Assn.

EXHIBIT 3

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Second Amendment to Professional Services Agreement
RGD & ASSOCIATES, INC.
Sawgrass Elementary School
P.002127

School Board Meeting: 01.23.2024

The financial impact of this item is $6,000.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2023).

There is no impact to the project budget

Department Name	Department Head
Capital Budget	Omar Shim, Director

Omar Shim - 11/30/2023
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	JJ. Capital Program
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-17.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **Third Amendment to PSA - Hollywood Hills ES**

REQUESTED ACTION: **Approve the Third Amendment to the Professional Services Agreement with The Tamara Peacock Company Architects of Florida, Inc. - Hollywood Hills Elementary School, Project No. P.001845, District 1.**

RATIONALE:

For the Requested Action(s), Background/History, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.
This Board Item has been reviewed and approved as to legal form and content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Third Amendment
- Collaboration Form

FINANCIAL IMPACT:

$8,833 PSA contract amendment funded from existing contract Reimbursable Allowance funds. No additional spend authority is required.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:
(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Deborah G. Czubkowski	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Deborah G. Czubkowski, Chief Facilities Officer

Signature

Deborah G. Czubkowski, Chief Facilities Officer

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23
PBL/VSW

EXHIBIT 1

For more information, please contact:
Deborah G. Czubkowski
Chief Facilities Officer
754-321-2659

EXECUTIVE SUMMARY
Third Amendment to Professional Services Agreement
The Tamara Peacock Company Architects of Florida, Inc.
Hollywood Hills Elementary School, Hollywood
SMART Program Renovations
Project No. P.001845
RFQ 18-105C

Requested Action:

Approve the Third Amendment to the Professional Services Agreement with The Tamara Peacock Company Architects of Florida, Inc. for $8,833.

What would the impact be if the Board votes "yes" or "no" for this Board item?

If yes: This item, if approved, would provide compensation to the Project Consultant for additional design services to add a fire alarm diagram to the permitted drawings, as well as provide additional clearances for HVAC equipment maintenance.

If no: If this item is not approved, the Project Consultant will not be compensated for work already performed in good faith.

Background/History:

Type of Contract:	**Professional Services Agreement**
Authorization to Proceed:	**TBD**
Original Total Project Funding Allocation:	**$2,999,000**

The proposed amendment is for an increase to the Basic Services fee in the amount of $8,833 for additional design services to add a fire alarm diagram to the permitted drawings, as well as provide additional clearances for equipment maintenance.

The original scope of work for this project did not include work on the fire alarm system and as such was not included in the Project Consultant's original contract. However, due to the work with the fire sprinkler system, the Project Consultant was requested to add a fire alarm riser diagram to the permitted drawings.

Additionally, the Project Consultant has been requested by District staff to provide guidance on altering room dimensions or existing conditions to permit the required maintenance clearances to access the air handling unit coils.

AGENDA ITEM	DATE APPROVED	DESCRIPTION	BASIC FEES	ALLOWANCES/ SUPPLEMENTAL SERVICES	TOTAL
Original PSA	08/20/2019	Professional Services Agreement	$190,000	Reimbursable Expenses $37,000 Supplemental Services $20,000	**$247,000**
First Amendment	03/10/2021	Increase to Basic Services fee, Reimbursable Allowances, and Supplemental Services associated with additional civil engineering services.	$17,500	Reimbursable Expenses $750 Supplemental Services $1,704	**$266,954**
Second Amendment	06/14/2022	Contract Form Update (01250g COI Form)	$0	--	**$266,954**
Third Amendment	Pending Board Approval	Increase to Basic Services fee to provide a fire alarm diagram and additional clearances for equipment maintenance.	$8,833	Reimbursable Expenses ($8,833)	**$266,954**

Measurable Outcome(s)/Return on Investment:
This item ensures the provision of a fire alarm diagram to the permitted drawings, as well as additional clearances for HVAC equipment maintenance.

Financial Impact:
The financial impact of this item is $8,833 and will be funded from existing contract Reimbursable Allowance funds. No additional spend authority is required.

THIRD AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND PROJECT CONSULTANT FOR ARCHITECTURAL/ENGINEERING SERVICES

This Third Amendment to the Professional Services Agreement ("Agreement") between The School Board of Broward County, Florida (hereinafter referred to as "SBBC" or "Owner") and The Tamara Peacock Company Architects of Florida, Inc. (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 20th day of August 2019, is entered into this 23rd day of January 2024 by and between the Owner and the Project Consultant.

For the Project known as: **Hollywood Hills Elementary School**
Project No. P.001845
SMART Program Renovations

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 20th day of August 2019, is in full force and effect as revised by the First Amendment dated March 10, 2021, the Second Amendment dated June 14, 2022, and this Third Amendment; and

WHEREAS, the Project Consultant has been requested by District staff to modify the permitted drawings to include a fire alarm riser diagram as well as provide additional clearances for maintenance of the HVAC equipment; and

WHEREAS, the Project Consultant has agreed to perform the aforementioned, additional services in exchange for an increase to the Basic Services fee in the amount of $8,833; and

WHEREAS, the Owner's Program Manager, AECOM, Inc., and District staff have successfully negotiated and hereby recommend the additional scope, and such additional fees as set forth herein above and below.

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

1. The recitals contained herein are true and correct and are hereby incorporated by reference.

2. **Revised Terms.** The Project Consultant shall perform all related design services for the additional Project scope identified herein as set forth below:

a. Fees. The parties mutually agree that the additional design services shall be performed in exchange for the payment of $8,833 which will be paid from existing Reimbursable Allowance funds defined in the Agreement.

	Original Amount	First Amendment Amount	Second Amendment Amount	Description	Third Amendment Amount	Revised Amount
Basic Fee	$190,000	$17,500	$0	Increase to Basic Fees to provide a fire alarm diagram and additional clearances for equipment maintenance.	$8,833	**$216,333**
Allowances - Reimbursable Expenses	$37,000	$750	$0	--	($8,833)	**$28,917**
Supplemental Services	$20,000	$1,704	$0	--	$0	**$21,704**
Total	**$247,000**	**$19,954**	**$0**	**N/A**	**$0**	**$266,954**

3. **Other Provisions Remain in Force.** All other terms and conditions of the Contract shall remain in full force and effect. Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

4. **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

a) This Third Amendment to Agreement; then
b) the Second Amendment to Agreement; then
c) the First Amendment to Agreement; then
d) the Agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment 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.

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Lori Alhadeff, Chair

ATTEST:

_____
Dr. Peter B. Licata,
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

FOR PROJECT CONSULTANT

(Corporate Seal)

The Tamara Peacock Company Architects of Florida, Inc.

ATTEST:

CRISTIN PEACOCK, Secretary

Tamara Peacock,
President

-or-

_____

_____, Witness

_____

_____, Witness

AA12121p
Project Consultant's
Registration Number

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 22 day of november, 2023 by **Tamara Peacock** of **The Tamara Peacock Company Architects of Florida, Inc.** on behalf of the corporation or agency.

He/she is personally known to me or produced _____
as Identification and did/did not first take an oath.

My commission expires:

(SEAL)

JESSICA ROGERS
MY COMMISSION # HH432446
EXPIRES: August 13, 2027

Signature, Notary Public

JESSICA ROGERS
Printed Name of Notary

EXHIBIT 3

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Third Amendment to Professional Services Agreement
THE TAMARA PEACOCK COMPANY ARCHITECTS OF FLORIDA, INC.
Hollywood Hills Elementary School
P.001845

School Board Meeting: 01.23.2024

The financial impact of this item is $8,833.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2023).

There is no impact to the project budget

Department Name	Department Head
Capital Budget	Omar Shim, Director

Omar Shim - 12/05/2023
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	JJ. Capital Program
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-18.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **Fourth Amendment to PSA - J.P. Taravella HS**

REQUESTED ACTION: **Approve the Fourth Amendment to the Professional Services Agreement with Song & Associates, Inc. - J.P. Taravella High School, Project No. P.001942, District 4.**

RATIONALE:

For the Requested Action(s), Background/History, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.
This Board Item has been reviewed and approved as to legal form and content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Fourth Amendment
- Collaboration Form

FINANCIAL IMPACT:

$5,333 PSA contract amendment funded from existing contract Reimbursable Allowance funds. No additional spend authority is required.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:
(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Deborah G. Czubkowski	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Deborah G. Czubkowski, Chief Facilities Officer

Signature

Deborah G. Czubkowski, Chief Facilities Officer

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23
PBL/VSW

EXHIBIT 1

For more information, please contact:
Deborah G. Czubkowski
Chief Facilities Officer
754-321-2659

EXECUTIVE SUMMARY
Fourth Amendment to Professional Services Agreement
Song & Associates, Inc.
J.P. Taravella High School, Coral Springs
SMART Program Renovations
Project No. P.001942
RFQ 17-187C

Requested Action:
Approve the Fourth Amendment to the Professional Services Agreement with Song & Associates, Inc. for $5,333.

What would the impact be if the Board votes "yes" or "no" for this Board item?

If yes: This item, if approved, would provide for compensation to the Consultant for additional design services to modify the permitted drawings to account for revisions made to the door and hardware replacement scope, as well as revisions to the electrical and mechanical scope.

If no: If this item is not approved, the Consultant will not be compensated for work already performed in good faith.

Background/History:

Type of Contract:	**Professional Services Agreement**
Authorization to Proceed:	**TBD**
Original Total Project Funding Allocation:	**$10,990,000**

The proposed amendment is for an increase to the Basic Services fee in the amount of $5,333 for additional design services to modify the permitted drawings to accommodate for revisions made to the Building 3 door and hardware replacement, as well as revisions to the electrical and mechanical scope.

The Project Consultant was requested by staff to eliminate the door and door hardware replacement in Building 3 from the permitted drawings. The Project Consultant was also requested to revise the permitted drawings to install VFDs on all face and bypass air handlers in lieu of motor starters, as well as remove the installation of a new roof supply fan that was already installed by Physical Plant Operations.

AGENDA ITEM	DATE APPROVED	DESCRIPTION	BASIC FEES	ALLOWANCES/ SUPPLEMENTAL SERVICES	TOTAL
Original PSA	09/26/2017	Professional Services Agreement	$630,000	Reimbursable Expenses $75,000 Supplemental Services $30,000	**$735,000**
First Amendment	08/06/2019	e-Builder Language	$0	--	**$735,000**
Second Amendment	09/13/2022	Contract Form Update (01250g COI Form)	$0	--	**$735,000**
Third Amendment	02/15/2023	Increase to Basic Services fee for additional design scope.	$31,272	--	**$766,272**
Fourth Amendment	Pending Board Approval	Increase to Basic Services fee to modify the door and hardware scope, as well as electrical and mechanical scope.	$5,333	Reimbursable Expenses ($5,333)	**$766,272**

Measurable Outcome(s)/Return on Investment:
This item ensures that the permitted drawings are modified to accommodate for revisions made to the door and hardware replacement scope, as well as revisions to the electrical and mechanical scope.

Financial Impact:
The financial impact of this item is $5,333 and will be funded from existing contract Reimbursable Allowance funds. No additional spend authority is required.

EXHIBIT 2

FOURTH AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND PROJECT CONSULTANT FOR ARCHITECTURAL/ENGINEERING SERVICES

This Fourth Amendment to the Professional Services Agreement ("Agreement") between The School Board of Broward County, Florida (hereinafter referred to as "SBBC" or "Owner") and Song & Associates, Inc. (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 26th day of September 2017, is entered into this 23rd day of January 2024 by and between the Owner and the Project Consultant.

For the Project known as: **J.P. Taravella High School**
Project No. P.001942
SMART Program Renovations

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 26th day of September 2017, is in full force and effect as revised by the First Amendment dated August 6, 2019, the Second Amendment dated September 13, 2022, the Third Amendment dated February 15, 2023, and this Fourth Amendment; and

WHEREAS, the Project Consultant has been requested by District staff to modify the permitted drawings to accommodate for revisions made to the door and hardware replacement scope as well as revisions to the electrical and mechanical scope; and

WHEREAS, the Project Consultant has agreed to perform the aforementioned, additional services in exchange for an increase to the Basic Services fee in the amount of $5,333; and

WHEREAS, the Owner's Program Manager, AECOM, Inc., and District staff have successfully negotiated and hereby recommend the additional scope, and such additional fees as set forth herein above and below.

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

1. The recitals contained herein are true and correct and are hereby incorporated by reference.

2. **Revised Terms.** The Project Consultant shall perform all related design services for the additional Project scope identified herein as set forth below:

a. Fees. The parties mutually agree that the additional design services shall be performed in exchange for the payment of $5,333 which will be paid from existing Reimbursable Allowance funds defined in the Agreement.

	Original Amount	First Amendment Amount	Second Amendment Amount	Third Amendment Amount	Description	Fourth Amendment Amount	Revised Amount
Basic Fee	$630,000	$0	$0	$31,272	Increase to Basic Services fee to modify the door and hardware scope, as well as electrical and mechanical scope.	$5,333	**$666,605**
Allowances - Reimbursable Expenses	$75,000	$0	$0	$0	--	($5,333)	**$69,667**
Supplemental Services	$30,000	$0	$0	$0	--	$0	**$30,000**
Total	**$735,000**	**$0**	**$0**	**$31,272**	**N/A**	**$0**	**$766,272**

3. **Other Provisions Remain in Force.** All other terms and conditions of the Contract shall remain in full force and effect. Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

4. **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

a) This Fourth Amendment to Agreement; then
b) the Third Amendment to Agreement; then
c) the Second Amendment to Agreement; then
d) the First Amendment to Agreement; then
e) the Agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment 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.

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Lori Alhadeff, Chair

ATTEST:

_____
Dr. Peter B. Licata,
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

FOR PROJECT CONSULTANT

(Corporate Seal)

Song & Associates, Inc.

ATTEST:

_____, Secretary

_____
Jorge Fuentes,
Vice President

-or-

_____

_____, Witness

_____

_____, Witness

AR98054
Project Consultant's
Registration Number

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 6 day of December, 2023 by **Jorge Fuentes** of **Song & Associates, Inc.** on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as Identification and did/did not first take an oath.

My commission expires:

(SEAL)

Notary Public State of Florida
Elizabeth N. Centeno
My Commission HH 452642
Expires 10/9/2027

_____
Signature, Notary Public

Elizabeth N. Centeno
Printed Name of Notary

EXHIBIT 3

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Fourth Amendment to Professional Services Agreement
SONG & ASSOCIATES, INC.
J.P. Taravella High School
P.001942

School Board Meeting: 01.23.2024

The financial impact of this item is $5,333.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2023).

There is no impact to the project budget

Department Name	Department Head
Capital Budget	Omar Shim, Director

Omar Shim - 12/05/2023
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	JJ. Capital Program
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-19.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **Fifth Amendment to PSA - South Broward HS**

REQUESTED ACTION: **Approve the Fifth Amendment to the Professional Services Agreement with LIVS Associates, LLC - South Broward High School, Project No. P.001838, District 1.**

RATIONALE:

For the Requested Action(s), Background/History, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.
This Board Item has been reviewed and approved as to legal form and content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Fifth Amendment
- Collaboration Form

FINANCIAL IMPACT:

$30,308 PSA contract amendment funded from the current project budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:
(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Deborah G. Czubkowski	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Deborah G. Czubkowski, Chief Facilities Officer

Signature

Deborah G. Czubkowski, Chief Facilities Officer

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23
PBL/VSW

EXHIBIT 2

FIFTH AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND PROJECT CONSULTANT FOR ARCHITECTURAL/ENGINEERING SERVICES

This Fifth Amendment to the Professional Services Agreement ("Agreement") between The School Board of Broward County, Florida (hereinafter referred to as "SBBC" or "Owner") and LIVS Associates, LLC (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 21st day of March 2017, is entered into this 23rd day of January 2024 by and between the Owner and the Project Consultant.

For the Project known as: **South Broward High School**
Project No. P.001838
SMART Program Renovations

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 21st day of March 2017, is in full force and effect as revised by the First Amendment dated March 6, 2018, the Second Amendment dated March 20, 2018, the Third Amendment dated December 15, 2020, the Fourth Amendment dated June 14, 2022, and this Fifth Amendment; and

WHEREAS, the Project Consultant has been requested to modify the permitted drawings to accommodate for unforeseen obstructions preventing the replacement of acoustical panels in the auditorium; and

WHEREAS, the Project Consultant has agreed to perform the aforementioned, additional services in exchange for an increase to the Basic Services fee in the amount of $29,708 and an increase in Reimbursable Expenses in the amount of $600; and

WHEREAS, the Owner's Program Manager, AECOM, Inc., and Atkins have successfully negotiated and hereby recommend the additional scope, and such additional fees as set forth herein above and below.

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

1. The recitals contained herein are true and correct and are hereby incorporated by reference.

2. **Revised Terms.** The Project Consultant shall perform all related design services for the additional Project scope identified herein as set forth below:

	Original Amount	First Amendment Amount	Second Amendment Amount	Third Amendment Amount	Fourth Amendment Amount	Description	Fifth Amendment Amount	Revised Amount
Basic Fee	$356,000	$21,966	$0	$27,876	$0	Increase to Basic Services fee and Reimbursable Expenses to accommodate the replacement of the acoustical panels in the auditorium.	$29,708	**$435,550**
Allowances - Reimbursable Expenses	$47,500	$0	$0	$0	$0	--	$600	**$48,100**
Supplemental Services	$25,000	$0	$0	$0	$0	--	$0	**$25,000**
Total	**$428,500**	**$21,966**	**$0**	**$27,876**	**$0**	**N/A**	**$30,308**	**$508,650**

3. **Other Provisions Remain in Force.** All other terms and conditions of the Contract shall remain in full force and effect. Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

4. **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

a) This Fifth Amendment to Agreement; then
b) the Fourth Amendment to Agreement; then
c) the Third Amendment to Agreement; then
d) the Second Amendment to Agreement; then
e) the First Amendment to Agreement; then
f) the Agreement.

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

(Remainder of page intentionally left blank; signature pages follow)

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Amendment 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.

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Lori Alhadeff, Chair

ATTEST:

_____
Dr. Peter B. Licata,
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

(Remainder of page intentionally left blank; signature page follows)

FOR PROJECT CONSULTANT

(Corporate Seal)

ATTEST:

_____, Secretary

-or-

Maria Carla Cassola, Witness

Francisco Perez, Witness

LIVS Associates, LLC

Felix A. (Tony) Rosabal,
President

AR0014717
Project Consultant's
Registration Number

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 30 day of November, 2023 by **Felix A. (Tony) Rosabal** of **LIVS Associates, LLC** on behalf of the corporation or agency.

He/she is personally known to me or produced N/A as Identification and did/did not first take an oath.

My commission expires:

(SEAL)

DORYS DIAZ
MY COMMISSION # HH 348037
EXPIRES: January 11, 2027

Signature, Notary Public

Dorys Diaz
Printed Name of Notary

EXHIBIT 3

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Fifth Amendment to Professional Services Agreement
LIVS ASSOCIATES, LLC
South Broward High School
P.001838

School Board Meeting: 01.23.2024

The financial impact of this item is $30,308.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2023).

There is no impact to the project budget

Department Name	Department Head
Capital Budget	Omar Shim, Director

Omar Shim - 12/05/2023
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

EXHIBIT 1

For more information, please contact:
Deborah G. Czubkowski
Chief Facilities Officer
754-321-2659

EXECUTIVE SUMMARY
Fifth Amendment to Professional Services Agreement
LIVS Associates, LLC
South Broward High School, Hollywood
SMART Program Renovations
Project No. P.001838
RFQ 17-103C

Requested Action:
Approve the Fifth Amendment to the Professional Services Agreement with LIVS Associates, LLC for $30,308.

What would the impact be if the Board votes "yes" or "no" for this Board item?

If yes: This item, if approved, would provide for compensation to the Consultant for additional design services to revise the permitted drawings to accommodate unforeseen obstructions preventing the replacement of the acoustical panels in the auditorium.

If no: If this item is not approved, the acoustical panels in the auditorium cannot be replaced.

Background/History:

Type of Contract:	**Professional Services Agreement**
Authorization to Proceed:	**TBD**
Original Total Project Funding Allocation:	**$5,952,000**

The proposed amendment is for an increase to the Basic Services fee in the amount of $29,708 and increase in Reimbursable Expenses in the amount of $600 for additional design services to revise the permitted drawings to accommodate the replacement of the acoustical panels in the auditorium.

The Project Consultant was previously requested to revise the originally permitted drawings to incorporate recommendations made by the acoustical sub-contractor which addressed the replacement of the sound absorption wall panels in the auditorium. During construction, it was discovered that numerous unforeseen obstructions need to be addressed to proceed with installing the acoustical wall panels. The Project Consultant will revise the permitted drawings to increase the wall thickness of the acoustical panel area and update the fire and electrical drawings to allow for the installation of the wall panels.

The Owner's Program Manager, AECOM, Inc., and Atkins have successfully negotiated and recommend the additional scope and additional fees set forth herein above and below.

AGENDA ITEM	DATE APPROVED	DESCRIPTION	BASIC FEES	ALLOWANCES/ SUPPLEMENTAL SERVICES	TOTAL
Original PSA	03/21/2017	Professional Services Agreement	$356,000	Reimbursable Expenses $47,500 Supplemental Services $25,000	**$428,500**
First Amendment	03/06/2018	Increase to Basic Services fee for additional of metal roof structural repair to the permitted drawings.	$21,966	--	**$450,466**
Second Amendment	03/20/2018	e-Builder Language	$0	--	**$450,466**

Third Amendment	12/15/2020	Increase to Basic Services fee to modify scope of work to address existing conditions more accurately.	$27,876	--	**$478,342**
Fourth Amendment	06/14/2022	Contract Form Update (01250g COI Form)	$0	--	**$478,342**
Fifth Amendment	Pending Board Approval	Increase to Basic Services fee and Reimbursable Expenses to accommodate the replacement of the acoustical panels in the auditorium.	$29,708	Reimbursable Expenses $600	**$508,650**

Measurable Outcome(s)/Return on Investment:
This item ensures that the permitted drawings are revised to rectify unforeseen obstructions preventing the replacement of the acoustical panels in the auditorium.

Financial Impact:
The financial impact of this item is $30,308 and will be funded from current project budget.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	JJ. Capital Program
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-20.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **Sixth Amendment to PSA - Piper HS**

REQUESTED ACTION: **Approve the Sixth Amendment to the Professional Services Agreement with Wolfberg/Alvarez and Partners, Inc. - Piper High School, Project No. P.001744, District 5.**

RATIONALE:

For the Requested Action(s), Background/History, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.
This Board Item has been reviewed and approved as to legal form and content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Sixth Amendment
- Collaboration Form

FINANCIAL IMPACT:

$21,134 PSA contract amendment funded from the current project budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:
(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Deborah G. Czubkowski	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Deborah G. Czubkowski, Chief Facilities Officer

Signature

Deborah G. Czubkowski, Chief Facilities Officer

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23
PBL/VSW

EXHIBIT 1

For more information, please contact:
Deborah G. Czubkowski
Chief Facilities Officer
754-321-2659

EXECUTIVE SUMMARY
Sixth Amendment to Professional Services Agreement
Wolfberg/Alvarez and Partners, Inc.
Piper High School, Sunrise
SMART Program Renovations
Project No. P.001744
RFQ 16-124C

Requested Action:

Approve the Sixth Amendment to the Professional Services Agreement with Wolfberg/Alvarez and Partners, Inc. for $21,134.

What would the impact be if the Board votes "yes" or "no" for this Board item?

If yes: If approved, this item would ensure that the Project Consultant is compensated for additional design services to re-design the Media Center ceiling system, as well as include the installation of a combination freezer and cooler in the Culinary STEM lab.

If no: If this item is not approved, the Consultant will not be compensated for work already performed in good faith.

Background/History:

Type of Contract:	**Professional Services Agreement**
Authorization to Proceed:	**TBD**
Original Total Project Funding Allocation:	**$14,921,000**

The proposed amendment to the Agreement is for an increase to the Basic Services fee in the amount of $21,134 for additional design services to modify the permitted construction documents by re-designing the Media Center ceiling system, as well as to accommodate the installation of an Owner-supplied combination freezer and cooler with remote condensing units in the Culinary STEM lab

The original Media Center ceiling configuration and lighting layout were coordinated with the furniture layout developed during the design phase. The furniture layout was subsequently changed to meet the school's new operational requirements for the Media Center, making the original ceiling design and lighting layout obsolete. The Project Consultant was requested to modify the Media Center ceiling system, including the lighting and air distribution, in coordination with the modified furniture layout.

The Project Consultant was also requested to revise the permitted construction documents to include the installation of an Owner-supplied combination freezer and cooler in the Culinary STEM Lab. The equipment information provided to the Project Consultant during the design phase included an Owner-supplied freezer with refrigeration equipment mounted on top of the unit in the ceiling space. This was later changed to a combination freezer and cooler, with refrigeration equipment remotely mounted outdoors.

The Owner's Program Manager, AECOM, Inc., and Atkins have successfully negotiated and recommend the additional scope and additional fees set forth herein above and below.

AGENDA ITEM	DATE APPROVED	DESCRIPTION	BASIC FEES	ALLOWANCES/ SUPPLEMENTAL SERVICES	TOTAL
Original PSA	07/26/2016	Professional Services Agreement	$854,221	Reimbursable Expenses $49,779	**$904,000**
				Supplemental Services $0	

First Amendment	05/02/2017	Increase in Destructive Testing and Site Survey Allowance funds.	$0	Reimbursable Expenses $20,000	**$924,000**
Second Amendment	03/20/2018	e-Builder Language	$0	--	**$924,000**
Third Amendment	09/05/2018	Increase to Basic Services Fee to develop a separate bid package for the Single Point of Entry.	$28,374	--	**$952,374**
Fourth Amendment	09/15/2020	Increase to Basic Services Fees for FLCC increase.	$377,219	--	**$1,329,593**
Fifth Amendment	06/14/2022	Contract Form Update (01250g COI Form)	$0	--	**$1,329,593**
Sixth Amendment	Pending Board Approval	Increase to Basic Services Fee to re-design the Media Center ceiling system and Culinary STEM lab freezer.	$21,134	--	**$1,350,727**

Measurable Outcome(s)/Return on Investment:
This item ensures that the Project Consultant is compensated for additional design services to re-design the Media Center ceiling system, as well as include the installation of a combination freezer and cooler in the Culinary STEM lab.

Financial Impact:
The financial impact of this item is $21,134 and will be funded from the current project budget.

EXHIBIT 2

SIXTH AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND
PROJECT CONSULTANT FOR ARCHITECTURAL/ENGINEERING SERVICES

This Sixth Amendment to the Professional Services Agreement ("Agreement") between The School Board of Broward County, Florida (hereinafter referred to as "School Board" or "Owner") and Wolfberg/Alvarez and Partners, Inc., (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 26th day of July 2016, is entered into this 23rd day of January 2024 by and between the Owner and the Project Consultant.

For the Project known as: **Piper High School**
Project No. P.001744
SMART Program Renovations

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 26th day of July 2016, is in full force and effect as revised by the First Amendment dated May 2, 2017, the Second Amendment dated March 20, 2018, the Third Amendment dated September 5, 2018, the Fourth Amendment dated September 15, 2020, the Fifth Amendment dated June 14, 2022, and this Sixth Amendment; and

WHEREAS, the Project Consultant has been requested to modify the permitted construction documents by re-designing the Media Center ceiling system, including lighting and air distribution, as well as to accommodate the installation of an Owner-supplied combination freezer and cooler with remote condensing units in the Culinary STEM lab; and

WHEREAS, the Project Consultant has agreed to perform the aforementioned, additional services in exchange for an increase to the Basic Services fee in the amount of $21,134; and

WHEREAS, the Owner's Program Manager, AECOM, Inc., and Atkins have successfully negotiated and hereby recommend the additional fees as set forth herein above and below.

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 Project Consultant, the parties agree as follows:

1. The recitals contained herein are true and correct and are incorporated herein by reference.

2. **Revised Terms.** The Project Consultant shall perform all related design services identified herein as set forth below:

	Original Amount	First Amendment Amount	Second Amendment Amount	Third Amendment Amount	Fourth Amendment Amount	Fifth Amendment Amount	Description	Sixth Amendment Amount	Revised Amount
Basic Services Fees	$854,221	$0	$0	$28,374	$377,219	$0	Increase to Basic Services Fees for re-design of Media Center ceiling system and Culinary STEM lab freezer.	$21,134	**$1,280,948**
Allowances – Reimbursable Expenses	$49,779	$20,000	$0	$0	$0	$0	--	$0	**$69,779**
Supplemental Services	$0	$0	$0	$0	$0	$0	--	$0	**$0**
Total	**$904,000**	**$20,000**	**$0**	**$28,374**	**$377,219**	**$0**	**N/A**	**$21,134**	**$1,350,727**

3. **Other Provisions Remain in Force.** All other terms and conditions of the Contract shall remain in full force and effect. Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

4. **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

a) This Sixth Amendment to Agreement; then
b) the Fifth Amendment to Agreement; then
c) the Fourth Amendment to Agreement; then
d) the Third Amendment to Agreement; then
e) the Second Amendment to Agreement; then
f) the First Amendment to Agreement; then
g) the Agreement.

5. **Authority:** Each person signing this Sixth Amendment on behalf of either party warrants that he or she has full legal power to execute this Sixth Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this Sixth Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Sixth Amendment 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.

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Lori Alhadeff, Chair

ATTEST:

_____
Dr. Peter B. Licata,
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[Remainder of page intentionally left blank; signature page follows]

FOR PROJECT CONSULTANT

(Corporate Seal)

ATTEST:

_____, Secretary

Wolfberg/Alvarez and Partners, Inc.

Marcel R. Morlote, President

-or-

Raul J. Estevez, Witness

Nancy Lavelanet, Witness

AA0002416 EB0002354
Project Consultant's
Registration Number

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 29th day of November, 2023 by **Marcel R. Morlote** of **Wolfberg/Alvarez and Partners, Inc.** on behalf of the corporation or agency.

He/she is personally known to me or produced Personally known as Identification and did/did not first take an oath.

My commission expires: October 16, 2024

(SEAL)

ODALIS VIDAL
Commission # HH 038599
Expires October 16, 2024
Bonded Thru Budget Notary Services

Signature, Notary Public

Odalis Vidal
Printed Name of Notary

EXHIBIT 3

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Sixth Amendment to Professional Services Agreement
WOLFBERG/ALVAREZ AND PARTNERS, INC.
Piper High School
P.001744

School Board Meeting: 01.23.2024

The financial impact of this item is $21,134.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2023).

There is no impact to the project budget

Department Name	Department Head
Capital Budget	Omar Shim, Director

Omar Shim - 12/05/2023
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	JJ. Capital Program
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-21.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **GMP Amendment 1 to the CSA - Deerfield Beach MS**

REQUESTED ACTION: **Approve GMP Amendment 1 to the Construction Services Agreement (Construction Manager at Risk) with D. Stephenson Construction, Inc. to establish $4,191,104 as the GMP, and approve the request for additional funding in the amount of $4,334,000 - Deerfield Beach Middle School, Project No. P.002142, District 7.**

RATIONALE:

For the Requested Action(s), Background/History, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- ADEFP
- Prof. Services Consultant Letter
- GMP Amendment 1
- Collaboration Form

FINANCIAL IMPACT:

$4,191,104 GMP Amendment requiring $4,334,000 additional funding from the Capital Projects Reserve, increasing the project budget from $2,106,000 to $6,440,000.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Deborah G. Czubkowski	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Deborah G. Czubkowski, Chief Facilities Officer

Signature

Deborah G. Czubkowski, Chief Facilities Officer

Electronic Signature

Form $4189 Revised 7/23

PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

EXHIBIT 1

For more information, please contact:
Deborah G. Czubkowski
Chief Facilities Officer
754-321-2659

EXECUTIVE SUMMARY
GMP Amendment 1 to the Construction Services Agreement
D. Stephenson Construction, Inc.
Deerfield Beach Middle School, Deerfield Beach
SMART Program Renovations
Project No. P.002142
RFQ FY20-187

Requested Action:
Approve Guaranteed Maximum Price (GMP) Amendment 1 to the Construction Services Agreement to establish $4,191,104 as the GMP to complete the SMART Program Renovations at Deerfield Beach Middle School. Approve the additional funding request of $4,334,000.

What would the impact be if the Board voted "yes" or "no" for this Board item?

If yes: The impact of this item, if approved, will allow construction of the SMART Program Renovations to proceed immediately.

If no: If this item is not approved, the Notice to Proceed cannot be issued and the delay to the project schedule could impact the project budget through material cost escalation.

Background/History:

Type of Contract:	**Construction Services Agreement - Construction Manager at Risk**
Project Consultant:	**D.L. Fields Consultants, LLC**
Notice to Proceed Date:	**Pending Board Approval**
Original Total Project Funding Allocation:	**$4,333,000**

The Construction Services Agreement (CMAR) for Deerfield Beach Middle School with D. Stephenson Construction, Inc. was approved by the School Board at the May 19, 2020, Regular School Board Meeting (Agenda Item JJ-1).

The scope of work associated with this GMP Amendment 1 includes fire alarm, HVAC improvements, and building envelope improvements. The original scope of work also included fire sprinklers and the re-roofing of Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 85, and the covered walkways. The fire sprinkler scope of work is being completed as a Construction Services Minor Project (CSMP) carve-out. Due to the condition of the roof, this scope has been removed from the main project and is being completed under different project numbers.

The original fire sprinkler scope in Buildings 1, 3, and 9 was reviewed by the previous Chief Fire Official who confirmed that fire sprinklers are only necessary for Building 1. Therefore, the fire sprinkler scope for Buildings 3 and 9 was removed from the scope of work.

This GMP Amendment 1 for Phase 1B submitted by D. Stephenson Construction, Inc., in accordance with Article 6 of the CMAR Agreement, has been received and is recommended for acceptance and approval in the amount of $4,191,104.

Included in the GMP Amendment 1 is a Construction Contingency of $128,372 which is customary under the CMAR delivery model and allowed by the construction contract agreement. Procedures and expenditures related to the use of any Contingency included in GMP Amendment 1 shall comply with the CMAR Agreement Section 6.1.1 and Specification Section 01250h Contract Modification Procedures.

GMP Amendment 1 exceeds the available funds and requires additional funding in the amount of $4,334,000 to proceed with the SMART Program Renovations. The following table summarizes the previous and revised funding allocations on page 2:

Measurable Outcome(s)/Return on Investment:

Total Project Funding Allocation	Current Amount	Revised Amount	Net Change
Planning Design and Management	$987,718	$987,718	$0
Construction GMP Amendment*	$0	$4,191,104	$4,191,104
Construction Contingency	$0	$130,000	$130,000
Construction Misc.**	$308,395	$321,291	$12,896
Furnishings	$124,887	$124,887	$0
Fire Sprinkler Carveout	$685,000	$685,000	$0
Total	$2,106,000	$6,440,000	$4,334,000

*The Board approved the transfer of $2,227,000 to facilitate the multiple roofing carve-out projects at the February 15, 2022, Regular School Board Meeting.
**Includes the following items where applicable: Custodial Overtime, Hazardous Materials, Abatement, Technology Infrastructures, and Utility Connection Charges.
Soft costs include: Planning, Design, Management, Contingencies, and Furnishings.

The submitted GMP proposal is 7% over the Atkins Estimate. The project budget (Revised Amount) is 4% over the last quarterly risk assessment. Net Change is 206% over the Current Amount (DEFP).

The Procurement & Warehousing Services Department/Supplier Diversity Outreach Program (SDOP) has conducted a review of the required documentation and has determined that D. Stephenson Construction, Inc. is a certified S/M/WBE. However, D. Stephenson Construction, Inc. has committed to 20% participation at the construction management level and 80% at the subcontractor level through the use of certified M/WBE subcontractors.

Financial Impact:
The financial impact of this item is $4,191,104. AECOM and Atkins have reviewed and evaluated GMP Amendment 1 and deem it fair and reasonable based on current market conditions.

There is an additional impact to the project budget. The GMP for Deerfield Beach Middle School exceeds the available funds and requires additional funding in the total amount of $4,334,000 to proceed with the SMART Program Renovations. These funds will come from the Capital Projects Reserve and increase the project budget from $2,106,000 to $6,440,000.

Deerfield Beach Middle School

Adopted District Educational Facilities Plan

Project	Original Program Year	Previously Budgeted	FY24	FY25	FY26	FY27	FY28	Total	Scope
There are no active DEFP projects for this location.								0	
		0	0	0	0	0	0	0	

SMART Program

Project	Original Program Year	Previously Budgeted	FY24	FY25	FY26	FY27	FY28	Total	Scope
Safety & Security	FY19	461,000						461,000	Fire Alarm
Safety & Security	FY19	632,000						632,000	Fire Sprinklers
Renovation	FY19	714,000						714,000	HVAC Improvements
Renovation	FY19	299,000						299,000	Media Center improvements
Renovation	FY22	1,435,000						1,435,000	Replace the existing Roof at Buildings 85 & Covered Walkways.
Renovation	FY22	4,747,400						4,747,400	Replace the existing Roofs at Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, & 85, Covered Walkways, and Roof Top Mechanical upgrades.
		8,288,400	0	0	0	0	0	8,288,400	

Completed

Project	Original Program Year	Previously Budgeted	FY24	FY25	FY26	FY27	FY28	Total	Scope
DEFP	FY15	100,000						100,000	Music Equipment Replacement
SMART	FY17	155,000						155,000	Additional computers to close computer gap
SMART	FY17	13,000						13,000	CAT 6 Data port Upgrade
SMART	FY17	56,000						56,000	Wireless Network Upgrade
SMART	FY19	100,000						100,000	School Choice Enhancement
SMART		-17,530						-17,530	Funding reduced for financial close-out. Savings returned to the SMART Program Reserve.
SMART	FY22	3,092,600						3,092,600	Replace the existing Roofs at Buildings 2, 5, 6, 7 and Roof Top Mechanical upgrades.
SMART		-3						-3	Funding reduced for financial close-out. Savings returned to the SMART Program Reserve.
		3,499,067	0	0	0	0	0	3,499,067	
School Total		11,787,467	0	0	0	0	0	11,787,467	

Items that appear in bold and with underscore are newly added.

DLFC ARCHITECTS

EXHIBIT 3

TO: **School Board of Broward County**
Offices of Facilities & Construction
2301 NW 26th Street
Ft. Lauderdale, Florida 33311

Date: December 6, 2023

RE: **Smart Program Renovations - Letter of Acceptance GMP**
Deerfield Beach Middle School (reduced scope-roofing, Building3 and sprinkler system NIC)
Project No: **P.002142** Location: 0911

Attention: Rene Pfeilsticker, Project Manager

Dear Ms. Pfeilsticker,

Per your request, and in compliance with the revised contract agreement issued in the First Amendment article of our Professional Service Agreement (PSA) with the School Board of Broward County, Florida, our office has reviewed the revised GMP documents distributed and revised on November 16, 2023, for the Construction Management at Risk Contract (CMAR) with D. Stephenson.

This letter, per Section 2.5.7 indicates our recommendation for bid award to D. Stephenson, along with the apparent qualified low bidders for the subcontracts, and adjustments made for the total Guaranteed Maximum Price (GMP) of Four Million, one Hundred ninety one Thousand, one Hundred four dollars ($4,191,104.00) based on the following;

Article 2.1.11 Construction Manager Deliverables/ Project Consultants Duty to Respond, paragraphs .1 **Cost Estimates** and paragraph .4 **GMP** - Our office was provided with the Contractor' bids and attended the bid opening and two negotiations. AECOM/ Atkins was acting as the Owner representative, with DLFC as the Project Consultant. We had input, along with Owner comments during those negotiations which was picked up and incorporated into the updated GMP. Per paragraph 2.5.4 of our PSA we found the updated GMP to be consistent with the amounts agreed upon between the negotiating team (AECOM) and the CMAR D. Stephenson, including the Basis of Costs, Qualifications and Assumptions, proposed project schedule, proposed phasing, accuracy and applicability of all listed drawing numbers and dates, accuracy and applicability of all listed of Project Manual sections as included in the GMP acceptable.

The budget aligns with the descoped items and remaining scope.

We will be available for continued participation, should you have any further clarifications, please do not hesitate to call.

Sincerely,

Debora L. Fields, AIA, LEED® AP
Owner/Principal
D.L. Fields Consultants, LLC

EXHIBIT 4

D. STEPHENSON
Construction, Inc.

Deerfield Beach Middle School
Smart Program Renovations
701 SE 6th Ave, Deerfield Beach, FL 33441
SBBC Project # P.002142

GMP

September 20, 2023 (Revised 11/16/23)

DEERFIELD BEACH MIDDLE SCHOOL

TABLE OF CONTENTS

SECTION 1	GMP ESTIMATE	
	1A – GMP Summary	(PG. 3)
	1B – GMP Bid Tabulation Sheets	(PG. 4)
	1C – General Conditions / Staffing Cost Breakdown	(PG. 14)
	1D – Qualifications & Assumptions	(PG. 15)
SECTION 2	SCHEDULE / LOGISTICS	
	2A – Preliminary Summary Schedule	(PG. 16)
SECTION 3	DOCUMENTS LIST	
	3A – Drawing Log	(PG. 17)
	3B – Specification Log	(PG. 20)
	3C – RFIs / Addendums Log	(PG. 27)

EXHIBIT A
TO CONSTRUCTION MANAGER AT RISK AGREEMENT

GMP AMENDMENT

THIS GMP AMENDMENT, made and entered into as of this___day of_____, _____, ("GMP Amendment") amends that certain Agreement between Owner (The School Board of Broward County, Florida) and Construction Manager (D. Stephenson Construction, Inc.), made as of the 19th day of May 2020 for the following described project: Deerfield Beach Middle School SMART Program Renovations (Project)

WHEREAS, the Owner and the Construction Manager have agreed to amend the Agreement in the manner set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, in the Agreement and the other Contract Documents and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Construction Manager do hereby agree as follows:

1. This GMP Amendment is executed in connection with, and is deemed to be a part of the Agreement and the Contract Documents. Wherever the terms of this GMP Amendment and the terms of the Contract Documents are in conflict, the terms of this GMP Amendment shall govern and control. The terms used herein, unless otherwise defined in this GMP Amendment, shall have the meanings ascribed to them in the Contract Documents.
2. The following are hereby incorporated into the Contract Documents and made part thereof:
   a. The drawings listed on **Attachment I** attached hereto, which drawings are made a part of the Contract Documents by this reference (the "Drawings"); and
   b. The specifications listed on **Attachment II** attached hereto, which specifications are made a part of the Contract Documents by this reference (the "Specifications").
   c. Those documents listed on **Attachment III**, Additional Contract Documents, attached hereto, are made a part of the Contract Documents by this reference.
3. The entire Scope of the Work for the Project is hereby incorporated into the work.

   .1 The **Date of Commencement** for the construction shall be: 03/01/24 .

   The Construction Manager shall achieve Substantial Completion of the entire Work not later than 622 calendar days from the Date of

Commencement (the "Contract Time") and final completion not later than 60 calendar days from the date of Substantial Completion. Failure to meet either the Substantial Completion or Final Completion dates shall be a material breach of this Agreement.

.1 The Owner and the Construction Manager acknowledge and agree that the Owner will suffer damages if the Construction Manager fails to achieve Substantial Completion of the entire Work, as defined in the Contract Documents, on or before the expiration of the Contract Time, which damages are difficult, if not impossible, to ascertain with any degree of certainty. Accordingly, if the Construction Manager fails to achieve Substantial Completion of the entire Work for this Project on or before the expiration of the Contract Time, liquidated damages (which are not intended as a penalty) shall be assessed against the Construction Manager in an amount of five hundred dollars ($500) per calendar day.

.2 To the extent that the Contract Documents include specific provisions for liquidated damages to be applied separately for any Phase, Building or other portion of the Work prior to the required completion date or within the Contract Time for the entire Project, such liquidated damages shall be assessed based on the required completion dates and construction time durations set forth in the approved schedule for each such separate portion of the Work.

.3 The Guaranteed Maximum Price for the Project is hereby guaranteed by the Construction Manager not to exceed the sum of $4,191,104 (the "Project GMP"),

based upon the entire Scope of Work as described in the Contract Documents, including, but not limited to, the Drawings and the Specifications, subject only to additions and deductions by Change Order or Construction Change Directive, as provided in the Contract Documents. The GMP is more particularly itemized in the Schedule of Values prepared in accordance with the terms of the Agreement, which Schedule of Values is attached hereto and made a part of the Contract Documents by this reference. Included in the Schedule of Values and specifically identified herein, the contingency included in this guarantee maximum price is the amount of $128,372.

.4 Whether or not the Construction or Contract Documents enumerated in t h e Attachments to this GMP Amendment have actually been completed to the level of 50% or 100% as defined by this Agreement, the Guaranteed Maximum Price includes all Work reasonably inferable from such Construction and Contract Documents, the documents referenced in section paragraph 1.4 of the Construction Manager At-Risk Agreement and all responses issued by the Design

Consultant to CM's bidding inquiries and requests for information, as necessary to deliver a fully completed and finished working Project. To the extent there exists a conflict between the Construction and Contract Documents and any of the other aforementioned reference documents, the item of higher price, quantity or quality shall be included in the Guaranteed Maximum Price, without use of anyContingency.

.5 Procedures and expenditures related to use of any Contingency and any Allowances included in this GMP shall comply with CMAR Agreement Section 6.1.1, Specification Section 01250 respectively, and all provisions of such documents are incorporated into and made a part of this Contract.

.6 Procedures and expenditures related to direct purchases of materials by the Owner for this Project shall comply with Specification Section 01295, and all provisions of such documents are incorporated into and made a part of this Contract.

.7 The Construction Manager shall provide Commercial General Liability Insurance, Automobile Liability Insurance, Professional Liability Insurance and Worker's Compensation Insurance in compliance with the provisions of Article 9 of the CMAR Agreement and Article 29 of the General Conditions of the Contract for Construction, satisfactory to the Owner's Office of Risk Management.

.8 By executing this GMP Amendment, the Construction Manager acknowledges that it has ascertained all correct locations for points of connection for all utilities, if any, required for this Project; and has identified all clarifications and qualifications for this Project, if any.

.9 The Construction Manager's on-site management and supervisory personnel for this Project are set forth on **Attachment IV**, attached hereto and made a part hereof by this reference.

.10 To the extent that the Owner has authorized the Construction Manager, in writing, to perform a portion of the Work for this Project; with the Construction Manager's own forces, the salary and wage schedule for the Construction Manager's personnel performing such portion of the Work, agreed upon by the Owner and the Construction Manager, shall be as set forth on **Attachment IV**, attached hereto and made a part of the Contract Documents by this reference. The Construction Manager warrants and represents that the salary and wage schedule includes the lowest comparable market rates (including any and all benefits, contributions and insurance) charged by the Construction Manager for comparable contracts to other businesses and individuals for similar services, and that such rates are not higher than the standard paid at the

place of this Project.

.11 The Construction Schedule for this Project is set forth on **Attachment V**, attached hereto and made a part hereof by this reference. The final accepted schedule for construction as required in the Construction Manager At-Risk Agreement and included in this GMP Amendment shall not be construed as the Detailed Initial or Baseline Schedule as set forth in the General Conditions of the Contract for Construction which schedule shall be prepared by the CM and separately submitted for review and approval after approval of the GMP Amendment by the Owner, as set forth in the General Conditions of the Contract for Construction.

.12 Except as expressly provided herein above, all of the terms, conditions, covenants, agreements and understandings contained in the Contract Documents shall remain unchanged and in full force and effect, and the same are hereby expressly ratified and confirmed by the Owner and the Construction Manager.

.13 This Amendment may be executed in several counterparts, each of which shall be deemed an original but not all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date first written above.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(SEAL)

ATTEST THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By:_____
Dr. Peter B. Licata, Superintendent of Schools

By: _____
Lori Alhadeff, Board Chair

APPROVED AS TO LEGAL FORM AND CONTENT:

_____
Office of the General Counsel

(Corporate Seal)

(ATTEST)

D. Stephenson Construction, Inc.

Legal Name of Corporation

Dinah Stephenson, Secretary

Dwight Stephenson, CEO

Witness (Type Name Here)

Witness (Type Name Here)

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME this 30 day of NOV, 2023, appeared Dwight, and Dick Stephenson personally known to me to be the persons described in and who executed the foregoing contract and acknowledge that he executed the same as his free act and deed for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last official this 30 day of NOV, 2023.

Notary Public State of Florida

My Commission Expires: 9-1-24

THOMAS M. GOVAN
Commission # HH 038417
Expires September 1, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

THOMAS M. GOVAN NOTARY PUBLIC STATE OF FLORIDA

D. STEPHENSON Construction, Inc.

Date: 09/15/2023 Revised 11/16/23 Final
Job Name: Deerfield Beach MS GMP
Brief Description: Renovation of Selected Items

Estimator: SK

Job Size: 170,829 SF

CSI CODE	DESCRIPTION		GMP		SUB / VENDOR	$ / SF	%JOB
08-0000-S	**DOORS & WINDOWS**						
08-4000-S	Windows & Glazing		$209,665		Ocean Doors & Win	$ **1.23**	5.00%
08-7000-S	Doors/Frames/Hardware		$6,248		Bigfoot	$ **0.04**	0.15%
	DIVISION 08 TOTAL		**$215,913**			$ **1.26**	**5.15%**
09-0000-S	**FINISHES**						
09-3100-S	Flooring Package		$17,073		Vassell	$ **0.10**	0.41%
09-9000-S	Painting		$155,552		OJ Painting	$ **0.91**	3.71%
	DIVISION 09 TOTAL		**$172,625**			$ **1.01**	**4.12%**
15-0000-S	**MECHANICALS**						
15-8000-S	HVAC		$341,114		Coltec	$ **2.00**	8.14%
	DIVISION 15 TOTAL		**$341,114**			$ **2.00**	**8.14%**
16-0000-S	**ELECTRICAL**						
16-1000-S	Electrical		$2,123,062		Electrical Allianc	$ **12.43**	50.66%
	DIVISION 16 TOTAL		**$2,123,062**			$ **12.43**	**50.66%**
	SUBTOTAL		$ **2,852,714**			$ **16.70**	**68.07%**
19-3000-O	Builder's Fee		$154,047	5.40%		$ **0.90**	3.68%
	General Conditions		$ 180,656				
	Onsite Staff		$703,005				
19-1000-O	**DSC CONTINGENCY**		**$128,372**	4.50%	$ -	$ **0.75**	3.06%
	SUBTOTAL		$ **4,018,794**			$ **23.53**	95.89%
	INSURANCE & BONDS						
19-2300-O	Subcontractor Bonds	**INCLUDED**	$0	0.00%		$ -	0.00%
19-2200-O	Builder's Risk Insurance Allowance	**INCLUDED**	$50,000	1.75%		$ **0.29**	1.19%
19-2100-O	General Liability & Umbrella	**INCLUDED**	$54,254	1.35%		$ **0.32**	1.29%
19-2000-O	Payment/Performance Bond	**INCLUDED**	$68,057	1.62%		$ **0.40**	1.62%
	PERMIT & FEE						
19-3300-O	Permit Fees Allowance	**EXCLUDED**	$0	0.00%		$ -	0.00%
19-3200-O	Concurrency & Impact Fees	**EXCLUDED**	$0	0.00%		$ -	0.00%
19-3100-O	Threshold & Special Inspections	**EXCLUDED**	$0	0.00%		$ -	0.00%
	TOTAL BASE ESTIMATE		**$ 4,191,104**			$ **24.53**	**100.00%**

BID TAB

Job Name: Deerfield Beach MS GMP

Date: 09/15/2023 Revised 11/16/23 Fi

DIVISION: 08-4000
Windows & Glazing

Back to Summary Sheet

LOW BID	Ocean Doors & Windows		
AMOUNT	209,665.35	PERCENT BELOW 2nd	-5%
2nd LOW BID	Cherokee	AMOUNT BELOW 2nd LOW	10,506.75
AMOUNT	220,172.10	AMOUNT BELOW AVERAGE	14,697.34
AVERAGE	224,362.68	PERCENT BELOW AVERAGE	-7%

SUBCONTRACTOR

ITEM:	Bigfoot	Cherokee	Ocean Doors & Windows	A-Christian Glass (late)	Construction Project Consultant	Lotspeich
Windows & Glazing	45,593	36,550	25,912	51,811		
GENERAL ITEMS						
Project Address: 701 SE 6th Ave Deerfield Beach, FL 33441						
Architect on Construction Documents: DLFC Archtects						
Date of Construction Documents: 02/15/2023 - 100% CD's						
Number of Addendums						
Schedule						
Phasing Plan						
Division 1 Requirements						
Bond Rate (%)						
SBE/MBE/WBE Requirements						
Badging Required						
DEMOLITION						
D1 - Remove Windows/Glass Blocks (bldg 2, 4, 9 & 85 - base bid)	21,000	21,000	21,000	21,000	21,000	
Building 1:						
Remove Window AC (MD202)	INCL.	INCL.	INCL.	INCL.	INCL.	
Building 2: (AD-121-B2) - see also Alternate 1W below						
D1 - Remove(1) Windows (Glass Block) in base bid + (6) in Alt. 1W	INCL.	INCL.	INCL.	INCL.	INCL.	
See also Alternate 1W below	INCL.					
Building 4: (AD-140-B4) - see also Alternate 1W bellow						
D1 - Remove (1) Window (C) in Base Bid + (3) Windows (2) A + (1) B in Alternate 1W	INCL.	INCL.	INCL.	INCL.	INCL.	
(2) 12'-4" x 4'-2" (A) + (1) 9'-3" x 4'-2" (B) + (1) 3'-1" x 4'-2" (C) A-240-B3	INCL.	INCL.	INCL.	INCL.	INCL.	
Building 8: (A-160-BG)						
Remove Door (Flamable Storage RM 801)	INCL.	INCL.	INCL.	INCL.	INCL.	
Building 9: (AD-191-B9) - See response to RFI 3						
Note: all (24) windows were included in the Base Bid per drawings						
D1 - Remove Window (Glass Block)	INCL.	INCL.	INCL.	INCL.	INCL.	
Building 85: (AD-180-B85)						
D1 - Remove Window	INCL.	INCL.	INCL.	INCL.	INCL.	
CONCRETE						
Reinforcing/filling masonry jambs for new/replaced exterior windows (27 openings at $2,600/opening)	70,200	70,200	70,200	70,200		
Reinforcing/filling masonry jambs for new/replaced exterior door (1 opening at $2,600/opening)	2,600	2,600	2,600	2,600		
General Notes: (A-601)						
All exterior Glass shall be category 2 in accordance with FBC 2020		INCL.	INCL.			
Provide Shop Drawings & NOA's		INCL.	INCL.			
Glazing Types:		INCL.	INCL.			
E-1 - Exterior Impact Glazing - Laminated Heat Strengthened glass		INCL.	INCL.			
E-2 - Exterior Vision Glazing - Laminate Safety Glass - Door Lites, Windows W/In 4' of means of egress	N.I.S.	N.I.S.	N.I.S.			
E-3 - Exterior Canopy Glazing - Laminated heat strengthened Glass exterior flat entry canopy	N.I.S.	N.I.S.	N.I.S.			
Caulk windows in a color to matched window frames		INCL.	INCL.			
Mullions Depth of 1-1/4"H x 4-1/2" depth		INCL.	INCL.			
Marble Sills	in 09-3100	in 09-3100	in 09-3100			
Replace backer rod & Sealant All around		INCL.	INCL.			
Aluminum Frames to match existing color		INCL.	INCL.			
Review Specs and notes		INCL.	INCL.			
STUCCO						
Patch and repair Stucco around openings in scope (bldg 2, 4, 9 & 85 - base bid)	47,250	47,250	47,250	47,250		
Building 1:						
Patch and repair around new HVAC wall unit	INCL.	INCL.	INCL.	INCL.		
Building 2:						
Patch and repair around (1) window + (6) windows in Alternate 1W below	INCL.	INCL.	INCL.	INCL.		
Lift rental	INCL.	INCL.	INCL.	INCL.		
Building 4:						
Patch and repair around (1) window + (3) windows in Alternate 1W below	INCL.	INCL.	INCL.	INCL.		
Building 8:						
Patch and repair around (1) door	INCL.	INCL.	INCL.	INCL.		
Building 9:						
Note: all (24) windows were included in the Base Bid per drawings						
Patch and repair around windows	INCL.	INCL.	INCL.	INCL.		
Building 85:						
Patch and repair around windows	INCL.	INCL.	INCL.	INCL.		
DRYWALL						
Patch and repair Drywall around openings in scope (bldg 2, 4, 9 & 85 - base bid)	28,000	28,000	28,000	28,000		42,750
Building 2:						
Patch and repair around (1) window + (6) windows in Alternate 1W below (3/A-601)	INCL.	INCL.	INCL.	INCL.		INCL.
Lift equipment for repair	INCL.	INCL.	INCL.	INCL.		INCL.
Lift rental	INCL.	INCL.	INCL.	INCL.		INCL.
Building 4:						
Patch and repair around (1) window + (3) windows in Alternate 1W below (3/A-601)						
Building 8:						
Patch and repair around doors	INCL.	INCL.	INCL.	INCL.		INCL.
Building 9:						
Note: all (24) windows were included in the Base Bid per drawings						
Patch and repair around windows (3/A-601)	INCL.	INCL.	INCL.	INCL.		INCL.
Patch and repair walls as required after exist. (5) condensers demo (3/MD214)	INCL.	INCL.	INCL.	INCL.		INCL.
Building 85:						
Patch and repair around (1) window (3/A-601)	INCL.	INCL.	INCL.	INCL.		INCL.
NOA 20-0113.02						

General Impact Windows & Doors	ECO Window	CGI	ES100	ES Windows		
Series "21000 High Impact" Aluminum Fixed Window - L.M.I.		equal				
Building 1: (Not On Plans) EXCLUDED	N.I.S.	N.I.S.	N.I.S.	N.I.S.		
Building 2: A-120-B2 Vs AD-121-B2)(A-601) - See also Alternate 1W below						
Exterior Type D - RM. 212 - Fixed - Aluminum - E-1 - Clear Glass - 2'x2' - 17' AFF (Plans Show to replace 5 of the 7 windows)	INCL.	INCL.	INCL.			
Exterior Type E - RM. 203 - Fixed - Aluminum - E-1 - Clear Glass - 2'x3' - 5'-4" AFF (Plans Show to Replace 2 of the 3 windows) - **see alternate 1W below**		INCL.	INCL.			
Bldg 2 Total: 1 EA	INCL.	INCL.	INCL.			
Lift to install the windows	INCL.	INCL.	INCL.			
Building 3: - Removed from Scope	N.I.S.	N.I.S.	N.I.S.	N.I.S.		
Building 4: See also Alternate 1W below		INCL.	INCL.			
Exterior Outward Projected window Type A - RM. 401-403 - Operable - Aluminum - E-1 - Clear Glass - 4' x 12'-4" - 3'-6" AFF (Awning/Fixed Panel) - **see alternate 1W below** (2 EA)		INCL.	INCL.			
Exterior Outward Projected window Type B - RM. 402 - Operable - Aluminum - E-1 - Clear Glass - 4' x 9'-3" - 3'-6" AFF (Awning/Fixed Panel) - **see alternate 1W below** (1 EA)		INCL.	INCL.			
Exterior Outward Projected window Type C - RM. 402 - Operable - Aluminum - E-1 - Clear Glass - 4' x 3'-1" - 3'-6" AFF (Awning/Fixed Panel) (1 EA)	INCL.	INCL.	INCL.			
Bldg 4 Total: 1 EA		INCL.	INCL.			
Building 5: (AD-151-B5 & A-151-B5) - Removed from Scope	N.I.S.	N.I.S.	N.I.S.	N.I.S.		
Building 9: (AD-191-B9 & A-191-B9)						
Note: all (24) windows were included in the Base Bid per drawings						
Exterior Type E - RM 903 - Fixed - Aluminum - E-1 - Clear Glass - 2' x 3' - 4 EA	INCL.	INCL.	INCL.			
Exterior Type F - RM 903E - Fixed - Aluminum - E-1 - Clear Glass - 2' x 2' - 1 EA	INCL.	INCL.	INCL.			
Exterior Type F - RM 903F - Fixed - Aluminum - E-1 - Clear Glass - 2' x 2' - 6 EA		INCL.	INCL.			
Exterior Type F - RM 903D - Fixed - Aluminum - E-1 - Clear Glass - 2' x 2' - 1 EA	INCL.	INCL.	INCL.			
Exterior Type E - RM 902 - Fixed - Aluminum - E-1 - Clear Glass - 2' x 3' - 4 EA	INCL.	INCL.	INCL.			
Exterior Type F - RM 902E - Fixed - Aluminum - E-1 - Clear Glass - 2' x 2' - 1 EA	INCL.	INCL.	INCL.			
Exterior Type F - RM 902F - Fixed - Aluminum - E-1 - Clear Glass - 2' x 2' - 6 EA	INCL.	INCL.	INCL.			
Exterior Type F - RM 902D - Fixed - Aluminum - E-1 - Clear Glass - 2' x 2' - 1 EA	INCL.	INCL.	INCL.			
Bldg 9 Total: 24 EA	INCL.	INCL.	INCL.			
Building 85: (AD-180-B85)						
Exterior Type G - RM. 854 - Single-Hung - Aluminum - E-1 - Clear Glass - 6'-4" x 4'-6" - 1 EA	INCL.	INCL.	INCL.			
Bldg 85 Total: 1 EA	INCL.	INCL.	INCL.			
Windows TOTAL (all bldgs in scope): 27 EA	INCL.	INCL.	INCL.			
All exterior windows: Impact Glass, Category II Glazing		INCL.				
E-1 - Exterior Impact Galzing (A-220-B2)		INCL.	INCL.			
Laminated Heat Strengthened Glass		INCL.				
Window protection (all buildings)	4,200	4,200	4,200	4,200		
Storage containers for material (1 container for 6 months)	2,400	2,400	2,400	2,400		
Updated pricing through midpoint of project	4,559	3,655	2,591	5,181		
ADJUSTMENTS:						
SUB BONDS	**4,516**	**4,317**	**5,512**	**4,653**		
BUY OUT / HEDGE						
Total	230,318	220,172	209,665	237,295	Demo only	Drywall only
Alternate 1W - Bldg 2 & 4 Additional window replacement including wall repair/painting (interior & exterior):		163,600	171,635			
Alternate 3P - Portables 499C, 500C and Q136 (doors/windows replacement):		1,700	1,700			

NOTES:

BID TAB

Job Name: Deerfield Beach MS GMP

Date: 09/15/2023 Revised 11/16/23 Fi

DIVISION: 08-7000

Doors/Frames/Hardware

Back to Summary Sheet

LOW BID	Bigfoot		
AMOUNT	6,247.50	PERCENT BELOW 2nd	-7%
2nd LOW BID	Cynamon Bros	AMOUNT BELOW 2nd LOW	472.50
AMOUNT	6,720.00	AMOUNT BELOW AVERAGE	708.75
AVERAGE	6,956.25	PERCENT BELOW AVERAGE	-10%

SUBCONTRACTOR

ITEM:	Bigfoot	Cynamon Bros	Lotspeich
Doors/Frames/Hardware	5,050	3,500	7,525
GENERAL ITEMS			
Project Address: 701 SE 6th Ave Deerfield Beach, FL 33441			
Architect on Construction Documents: DLFC Archtects			
Date of Construction Documents: 02/15/2023 - 100% CD's			
Number of Addendums			
Schedule			
Phasing Plan			
Division 1 Requirements			
Bond Rate (%)			
SBE/MBE/WBE Requirements			
Badging Required			
General Notes: (A-600)			
Provide NOA's & Shop Drawings			INCL.
All Fire rated doors & Frames shall bear the legible UL Label			INCL.
All door jambs to be reinforced	in 03-3000	in 03-3000	in 03-3000
Grout HM frames	900	900	INCL.
Backer Rod & Sealant all around			INCL.
Galvanized HM Frame with 3 Anchors per Jamb. Cast into place with concrete column.			INCL.
ADA compliant Metal Threshold with weather strip in full bed of Sealant			INCL.
Refer to spec book			INCL.
Door Hardware: Hinges, Mullion, Cylinders, Exit Divices, Closers, KickPlates, Threshold, Weatherstrips, Eall stops Drip cap, door sweeps			INCL.
Building 3: (Removed from Scope)	N.I.S.	N.I.S.	N.I.S.
Building 5: (Removed from Scope)	N.I.S.	N.I.S.	N.I.S.
Building 8:			
CONCRETE			
Reinforcing/filling masonry jambs for new/replaced exterior door (1 EA)	In 0-84000	In 0-84000	In 0-84000
DOOR			
HM Door 801.1 - RM 801 - 3' x 7 - 1 EA	INCL.	INCL.	INCL.
HM Frame, Type 2/B Frame Finish PT	INCL.	INCL.	INCL.
Hdwr Set #14	INCL.	INCL.	INCL.
NOA 20-0813.14 or Equal			NOA 22-0427.01
DR-1/A-160-BG (2022-1220 set) - Door & Hardware should be replaced	INCL.	INCL.	INCL.
Installation	INCL.	2,000	INCL.
Updated pricing through midpoint of project	298	320	376
DOORS Total: 1 EA			
ADJUSTMENTS:			
SUB BONDS			
BUY OUT / HEDGE			
Total	6,248	6,720	7,901
Alternate 3P - Portables 499C, 500C and Q136 (doors/windows replacement):	18,250	18,250	18,250

NOTES:

BID TAB

Job Name: Deerfield Beach MS GMP

Date: 09/15/2023 Revised 11/16/23 Fi

DIVISION: 09-3100

Flooring Package

Back to Summary Sheet

LOW BID	Vassell		
AMOUNT	17,073.00	PERCENT BELOW 2nd	-37%
2nd LOW BID	Professional Flo	AMOUNT BELOW 2nd LOW	10,149.30
AMOUNT	27,222.30	AMOUNT BELOW AVERAGE	5,074.65
AVERAGE	22,147.65	PERCENT BELOW AVERAGE	-23%

SUBCONTRACTOR

ITEM:	Professional Flooring	Vassell	Big Foot
Flooring Package	25,926	16,260	
GENERAL ITEMS			
Project Address: 701 SE 6th Ave Deerfield Beach, FL 33441			
Architect on Construction Documents: DLFC Archtects			
Date of Construction Documents: 02/15/2023 - 100% CD's			
Number of Addendums			
Schedule			
Phasing Plan			
Division 1 Requirements			
Bond Rate (%)			
SBE/MBE/WBE Requirements			
Badging Required			
Building 2:			
Marble sills for windows (1/ A-601) (7) Window - (1) in Base Bid + (6) in Alternate 1W	INCL.	INCL.	
Exterior wall tile around glass masonry units/windows:			
8"x8" ceramic tile (Match existing) - (5) locations (12 SF each location) - (1) in Base Bid + (4) in Alternate 1W	INCL.	INCL.	
Lift equipment for repair		INCL.	
Building 3: (A-130-B3)	N.I.S.	N.I.S.	
Building 4:			
Marble sills for windows (1/ A-601) (4) Windows - (1) in Base Bid + (3) in Alternate 1W	INCL.	INCL.	
Building 9:			
Note: all (24) windows were included in the Base Bid per drawings			
Marble sills for windows (1/ A-601) (24 Windows)	INCL.	INCL.	
Exterior wall tile around glass masonry units/windows:	INCL.	INCL.	
8"x8" ceramic tile (Match existing) - 8 locations (12 SF each location) (1/A-290-B9 - East Elevation only)	INCL.	INCL.	
Building 85:			
Marble sills for windows (1/ A-601) (1 Window)	INCL.	INCL.	
Marble window sills (40 windows - Big Foot window count)	INCL.	INCL.	7,500
Note: Big Foot counted			
Updated pricing through midpoint of project	1,296	813	375
ADJUSTMENTS:			
SUB BONDS			
BUY OUT / HEDGE			
Total	27,222	17,073	sills ONLY
Alternate 1W - Bldg 2 & 4 Additional window replacement including wall repair/painting (interior & exterior):	5,992	5,992	

NOTES:

BID TAB

Job Name: Deerfield Beach MS GMP

Date: 09/15/2023 Revised 11/16/23 Fi

DIVISION: 09-9000

Painting

Back to Summary Sheet

LOW BID	OJ Painting		
AMOUNT	155,552.04	PERCENT BELOW 2nd	-43%
2nd LOW BID	EG Painting	AMOUNT BELOW 2nd LOW	117,739.31
AMOUNT	273,291.35	AMOUNT BELOW AVERAGE	58,869.66
AVERAGE	214,421.70	PERCENT BELOW AVERAGE	-27%

SUBCONTRACTOR

ITEM:	OJ Painting	EG Painting
Painting	54,640	69,300
GENERAL ITEMS		
Project Address: 701 SE 6th Ave Deerfield Beach, FL 33441		
Architect on Construction Documents: DLFC Archtects		
Date of Construction Documents: 02/15/2023 - 100% CD's		
Number of Addendums		
Schedule		
Phasing Plan		
Division 1 Requirements		
Bond Rate (%)		
SBE/MBE/WBE Requirements		
Badging Required		
General Notes:		
Painting associated w/FA scope (wall-to-wall, corner-to-corner)	75,600	185,874
Interior - Touch up wall finishes after demo of existing FA devices - Allowance	INCL.	INCL.
Interior - Touch up wall finishes after installation of proposad FA devices - Allowance	INCL.	INCL.
Pressure cleaning exterior surfaces per scope	INCL.	INCL.
Building 1:		
Interior & Exterior - Paint walls due to removal and replacement of A/C wall unit	INCL.	INCL.
Painting after FA work (in above)	INCL.	INCL.
Building 2: (AD-121-B2 & A-220-B2) - see alse Alternate 1W below		
Interior & Exterior - Paint walls due to (7) window replacement: (1) in Base Bid + (6) in Alternate 1W	INCL.	INCL.
Exterior - Per Plan	INCL.	INCL.
Interior - Floor to ceiling & Wall to Wall	INCL.	INCL.
Painting after FA work (in above)	INCL.	INCL.
Lift rental	INCL.	INCL.
Building 3:(A-130-B3) - descoped in LOR Permit set-Issued for bid 07-05-23		
Painting after FA work only (in above)	INCL.	INCL.
Building 4: see also Alternate 1W below		
Interior & Exterior - Paint walls due to (4) window replacement: (1) in Base Bid + (3) in Alternate 1W	INCL.	INCL.
Exterior - Per Plan	INCL.	INCL.
Interior - Floor to ceiling & Wall to Wall	INCL.	INCL.
Painting after FA work (in above)	INCL.	INCL.
Building 5:		
Painting after FA work only (in above)	INCL.	INCL.
Building 6:		
Painting after FA work only (in above)	INCL.	INCL.
Building 7:		
Painting after FA work only (in above)	INCL.	INCL.
Building 8:		
Interior & Exterior - Paint walls due to (1) door replacement	INCL.	INCL.
Exterior - Per Plan	INCL.	INCL.
Interior - Floor to ceiling & Wall to Wall	INCL.	INCL.
Paint doors	INCL.	INCL.
Painting after FA work (in above)	INCL.	INCL.
Building 9:		
Note: all (24) windows were included in the Base Bid per drawings		
Interior & Exterior - Paint walls due to (24) window replacement	INCL.	INCL.
Exterior - Per Plan	INCL.	INCL.
Interior - Floor to ceiling & Wall to Wall	INCL.	INCL.
Painting after FA work (in above)	INCL.	INCL.
Building 85:		
Interior & Exterior - Paint around walls due to (1) window replacement	INCL.	INCL.
Exterior - Per Plan	INCL.	INCL.
Interior - Floor to ceiling & Wall to Wall	INCL.	INCL.
Painting after FA work (in above)	INCL.	INCL.
Lift rental	INCL.	INCL.
Small job / multiple mobilizations premium	7,500	INCL.
Existing buildings protection	7,500	INCL.
Updated pricing through midpoint of project	7,262	12,759
ADJUSTMENTS:		
SUB BONDS	**3,050**	**5,359**
BUY OUT / HEDGE		
Total	155,552	273,291

Alternate 1W - Bldg 2 & 4 Additional window replacement including wall repair/painting (interior & exterior):	8,800	8,800
Alternate 3P - Portables 499C, 500C and Q136 (doors/windows replacement):	800	800

NOTES:

BID TAB

Job Name: Deerfield Beach MS GMP

Date: 09/15/2023 Revised 11/16/23 Fi

DIVISION: 15-8000
HVAC

Back to Summary Sheet

LOW BID	Coltec		
AMOUNT	341,113.50	PERCENT BELOW 2nd	-1%
2nd LOW BID	Koldaire	AMOUNT BELOW 2nd LOW	4,129.42
AMOUNT	345,242.92	AMOUNT BELOW AVERAGE	83,664.97
AVERAGE	424,778.47	PERCENT BELOW AVERAGE	-20%

ITEM:	SUBCONTRACTOR Coltec	Koldaire	FXPCorp	Amion
HVAC	298,000	303,226	549,000	
GENERAL ITEMS				
Project Address: 701 SE 6th Ave Deerfield Beach, FL 33441				
Architect on Construction Documents: DLFC Archtects				
Date of Construction Documents: 02/15/2023 - 100% CD's				
Number of Addendums				
Schedule				
Phasing Plan				
Division 1 Requirements				
Bond Rate (%)				
SBE/MBE/WBE Requirements				
Badging Required				
General Notes:				
M700 - Equipment Schedule & M801 - Mechanical Details				
1 - Provide Test & Balance for HVAC Equipment	INCL.	INCL.		
2 - Provide new Electric Duct heaters & All Required Appurtenances. Provide ductwork as required & Connect to existing ductwork. Connect to existing controls	INCL.	INCL.		
3 - Provide new condenser & All required appurtenances. Modify existing equipment pads as required. Reconnect to existing refrigerant pipe & Re-Charge system to manf requirements.	INCL.	INCL.		
Demo existing ductwork, duct heaters, AC wall unit as needed and as per plans	INCL.	INCL.		
HVAC Demo				
Selective demo of existing Mechanical equipment and ductwork per plans	INCL.	INCL.		
Building 1: (MD202) (M202) RM 104A				
Remove & Replace Window Unit - AC-1 Thru Wall - Fredrich - YS12N33C - Flow Switch	INCL.	INCL.		
Modify Existing penetration for new equipment installation	1,000	1,000		
Terminal Air, Condencer/Heat Pump	INCL.	INCL.		
Provide w/factory mounted thermostat, wall sleeve, condensate pump (note 2/M700)	INCL.	INCL.		
Building 2: (MD204-MD206) (M204-M206)				
Remove & Replace Duct Heaters (EDH-2-1, EDH-2-3, EDH-2-4)	INCL.	INCL.		
Provide flow switch and door disconnect switch	INCL.	INCL.		
Provide labels for duct heater	INCL.	INCL.		
Provide new ductwork as required and connect to existing controls (BMS)	INCL.	INCL.		
Provide Test & Balance for all HVAC equipment	INCL.	INCL.		
Building 3: (MD207) (M207)				
Replace (2) unit heaters (remove & replace (2) EDH per RFI #6 answer)	By Owner	By Owner	By Owner	By Owner
Provide Test & Balance for all HVAC equipment	By Owner	By Owner	By Owner	By Owner
Remove Ductwork (Asbestos) By School (NIS)	By Owner	By Owner	By Owner	By Owner
Replace damaged ceiling tiles & grid (100% of bldg 3 area - 7,738 SF @ $10/SF)	By Owner	By Owner	By Owner	By Owner
Remove/Replace all Ductwork per plans	By Owner	By Owner	By Owner	By Owner
Building 4: (MD207) (M207)				
No HVAC scope (M100)				
Building 9: (MD213 & MD214) (M213 & M214)				
Remove & Replace duct Heaters (ED-9-1, EDH-9-2, EDH-9-3, EDH-9-5, EDH-9-6)	INCL.	INCL.		
Provide flow switch and door disconnect switch	INCL.	INCL.		
Provide labels for duct heater	INCL.	INCL.		
Provide new ductwork as required and connect to existing controls (BMS)	INCL.	INCL.		
Remove & Replace Condensers (TTA-120 - 3.6 Tons (12.6 kW) each per schedule M700)	INCL.	INCL.		
Provide new condensers (CU-9-1A, CU-9-1B, CU-9-2A, CU-9-2B)	INCL.	INCL.		
Provide new condenser (CU-9-3) M700 also RFI #7	INCL.	INCL.		
Provide all required condenser appurtenances	INCL.	INCL.		
Reconnect to exist. Refregirant pipes	INCL.	INCL.		
Modify existing condensing pads as required (3/M214) (5 EA @ $3,000/EA)	15,000	15,000		
Provide Test & Balance for all HVAC equipment	INCL.	INCL.		
Buildings 5, 6, 7, 8, 85 and Portables				
No HVAC scope (M100)				
Verify operation and work condition of existing Backdraft dumpers (Note h/General Notes)	n/a	n/a		
Provide new Backdraft dampers if required	n/a	n/a		
Re-use electrical connection for new equipment	n/a	n/a		
Provide galvanized sheet metal ductwork w/externally wrapped insulation (11/M002)	INCL.	INCL.		
Provide doublewall for all exposed ducktwork	INCL.	INCL.		
Provide double wall ductwork for the first 20 Ft (supply, return & outside air)	INCL.	INCL.		
Provide copper Type L condensate lines	n/a	n/a		
Provide Volume Dampers per plans	4,500	INCL.		
Provide Fire dampers at fire-rated wall penetrations of all ducts	n/a	n/a		
Flush the entire Chilled Water system (21/M002)	n/a	n/a		
Provide Chilled water valves entering each bldg (24/M002)	n/a	n/a		
Equipment: (M700) - Cost included above				
Window AC unit:				

AC-1 - Building 1 Workroom 104A - Terminal Air Conditioner/Heat Pump - Thru Wall - Friedrich - YS12N33C	INCL.	INCL.		
Total AC Unit				
Electric Duct Heaters:				
Dell Heatrix:	INCL.	INCL.		
EDH-2-1 (AHU2-1) - Warren, Custom Built #CBK 35 kW	INCL.	INCL.		
EDH-2-3 (AHU2-3) - Warren, Custom Built #CBK 40 kW	INCL.	INCL.		
EDH2-4 (AHU2-4) - Warren, Custom Built #CBK 35 kW	INCL.	INCL.		
EDH9-1 (DX-9-1) - Warren, Custom Built #CBK 42kW	INCL.	INCL.		
EDH9-2 (DX-9-1) - Warren, Custom Built #CBK 42 kW	INCL.	INCL.		
EDH9-3 (DX-9-1) - Warren, Custom Built #CBK 20 kW	INCL.	INCL.		
EDH-9-5 - (E) AC-1) - Warren, Custom Built #CBK 21 kW	INCL.	INCL.		
EDH-9-6 - (E) AC-2) - Warren, Custom Built #CBK 21 kW	INCL.	INCL.		
Total EDH				
Duct heaters shall be controlled by BMS	INCL.	INCL.		
Air Cooled Condensing Units				
Trane, Mod. # TTA-120 - 3.6 Tons (12.6 kW)	INCL.	INCL.		
CU-9-1A	INCL.	INCL.		
CU-9-1B	INCL.	INCL.		
CU-9-2A	INCL.	INCL.		
CU-9-2B	INCL.	INCL.		
CU-9-3	INCL.	INCL.		
Total CU				
Updated pricing through midpoint of project	15,925	15,961	27,450	
ADJUSTMENTS:				
SUB BONDS	**6,689**	**10,056**	**11,529**	
BUY OUT / HEDGE				
Total	341,114	345,243	587,979	ACT only

NOTES:

BID TAB

Job Name: Deerfield Beach MS GMP

Date: 09/15/2023 Revised 11/16/23 Fi

DIVISION: 16-1000

Electrical

Back to Summary Sheet

LOW BID	Electrical Alliance		
AMOUNT	2,123,062.48	PERCENT BELOW 2nd	-5%
2nd LOW BID	Mr. Wireman	AMOUNT BELOW 2nd LOW	120,216.65
AMOUNT	2,243,279.13	AMOUNT BELOW AVERAGE	94,116.68
AVERAGE	2,217,179.16	PERCENT BELOW AVERAGE	-4%

ITEM:	SUBCONTRACTOR Electrical Alliance	Mr. Wireman	V.I. Electric	Lotspeich	Amion
Electrical	1,705,000	1,136,994	1,585,431		
GENERAL ITEMS					
Project Address: 701 SE 6th Ave Deerfield Beach, FL 33441					
Architect on Construction Documents: DLFC Archtects					
Date of Construction Documents: 02/15/2023 - 100% CD's					
Number of Addendums					
Schedule					
Phasing Plan					
Division 1 Requirements					
Bond Rate (%)					
SBE/MBE/WBE Requirements					
Badging Required					
Scope of Work:					
Provide new Fire Alarm system to replace the existing Fire Alarm System.	INCL.	INCL.			
Provide Electrical support for replacement of mechanical equipment (Bldgs 1, 2, 3 & 9)	INCL.	INCL.			
Fire Alarm System: (Campus wide)(ES800- System Details)					
Plan Key Notes: (Demo Notes)					
1 - FA Devices to be removed. Remove cables back to the next working device. Provide blank covers if no longer needed.	INCL.	INCL.			
2 - Remove existing device, conduit, & Wiring back to source. Provide weather proof rated blank covers.	INCL.	INCL.			
3 - Remove existing device, conduit, & Wiring back to source. Provide blank covers.	INCL.	125,000			
4 - Access control motion sensor to remain. Change location/Sensor if necessary for renovation.	INCL.	350			
Plan Key Notes: (FA new system)					
1 - Provide engraved Label for the new FA control Panel indicating source location, Panel & Circuit number. Comply with NEC	INCL.				
2 - Provide New back Coc & Conduit roughed in wall for new device in new location. Provide blank cover for back boxes no longer required	INCL.	INCL.			
Building 1:	INCL.	INCL.			
Disconnect and reconnect New AC-1 (Window Unit) in room 104A (ED202 & E202)	INCL.	INCL.			
Protect feeder (conduit & wire) for reconnection	INCL.	INCL.			
Fire Alarm System: (ESD201-ESD203)(ES201-ES203)	INCL.	INCL.			
Remove existing system and replace with new.	INCL.	INCL.			
Building 2:	INCL.	INCL.			
Disconnect and reconnect Duct heaters (EDH-2-1, EDH-2-3, EDH-2-4)	INCL.	INCL.			
Provide power connection to new HVAC equipment	INCL.	INCL.			
Provide new branch circuit (conduit and wire) back to source	INCL.	INCL.			
Fire Alarm System: (ESD204-ESD206)(ES204 - ES206)	INCL.	INCL.			
Remove existing system and replace with new.	INCL.	INCL.			
Building 3:	INCL.	INCL.			
Remove Existing Power Poles. Remove existing branch circuits (wire & conduit) back to source (ED207)	EXCLUDED	EXCLUDED			
Fire Alarm System: (ESD207)(ES207)	INCL.	INCL.			
Remove existing system and replace with new.	INCL.	INCL.			
Provide Remote Command Center w/Emerg. voice evac. system w/mic capabilities (RM 300, see ES207)	INCL.	INCL.			
Electrical work associated w/ductwork at bldg 03)	EXCLUDED	EXCLUDED			
Building 4:	INCL.	INCL.			
Fire Alarm System: (ESD207)(ES207)	INCL.	INCL.			
Remove existing system and replace with new.	INCL.	INCL.			
Building 5:	INCL.	INCL.			
Fire Alarm System: (ESD208)(ES208)	INCL.	INCL.			
Building 6:	INCL.	INCL.			
Fire Alarm System: (ESD209)(ES209)	INCL.	INCL.			
Remove existing system and replace with new.	INCL.	INCL.			
Building 7:	INCL.	INCL.			
Fire Alarm System: (ESD210 & ESD211)(ES210 & ES211)	INCL.	INCL.			
Remove existing system and replace with new.	INCL.	INCL.			
Building 8:	INCL.	INCL.			
Fire Alarm System: (ESD209)(ES209)	INCL.	INCL.			
Remove existing system and replace with new.	INCL.	INCL.			
Building 9:	INCL.	INCL.			
Disconnect and reconnect Duct heaters (ED-9-1, EDH-9-2, EDH-9-3, EDH-9-5, EDH-9-6)	INCL.	INCL.			
Provide power connection to new HVAC equipment	INCL.	INCL.			
Provide new branch circuit (conduit and wire) back to source	INCL.	INCL.			
Disconnect and reconnect condenser units (CU-9-1A, CU-9-1B, CU-9-2A, CU-9-2B)	INCL.	INCL.			
Provide new GFCI receptacles	INCL.	INCL.			
Provide new feeder (conduit & wire) back to source	INCL.	INCL.			
Fire Alarm System: (ESD213 & ESD214)(ES213 & ES214)	INCL.	INCL.			
Remove existing system and replace with new.	INCL.	INCL.			
Building 85:	INCL.	INCL.			
Fire Alarm System: (ESD212)(ES212)	INCL.	INCL.			
Remove existing system and replace with new.	INCL.	INCL.			
Portables (Q136, 499C & 500C) ES212	INCL.	INCL.			
Fire Alarm System: (ESD212)(ES212)	INCL.	INCL.			
Remove existing system and replace with new.	INCL.	INCL.			
Modify existing electrical panels as indicated (E7011)	INCL.	see note 1			
Provide ARC flash labling for the panels	INCL.	450			
Provide new surge protection devices	INCL.	3,490			
Provide new cirquit breakers and connect to new circuits as indicated	INCL.	INCL.			
Fire Alarm	INCL.	INCL.			
Systems Demo	INCL.	INCL.			
Remove FA devices per plans	INCL.	INCL.			
Remove cables back to next working device	INCL.	INCL.			
Access control motion sensor to remain/or be relocated if necessary	INCL.	INCL.			

Provide blank covers as required	INCL.	INCL.			
Systems Site Work (ES101)	INCL.	83,722	175,000		
Provide (1) 1"C b/w bldgs for new FA wiring per plans	INCL.	INCL.			
Provide (1) 1" spare underground b/w bldgs per plans	INCL.	INCL.			
Run conduits underground to bldgs (12 locations)	INCL.	INCL.			
Run conduits up exterior of bldgs to above interior ceiling level	INCL.	INCL.			
Stub conduits into bldgs	8,400	INCL.	8,400		
WALL/SIDEWALK REPAIR					
Patch/paint wall after conduit stub ups (24 EA @ $550/EA)	13,200	13,200	13,200		
Restore Concrete walkways disturbed during conduits' installation (10 locations @ $850/EA)	8,500	8,500	8,500		
LANDSCAPING					
Restore Sod disturbed during conduits' installation	2,000	2,000	2,000		
Other Landscaping & Irrigation (project wide)					
Sod replacement - staging areas (10,000 SF @ $.75/SF)	7,500	7,500	7,500		
Planting	2,500	2,500	2,500		
Irrigation repairs	2,500	2,500	2,500		
Systems New Work					
Provide, install and terminate all Electrical & FA systems equipment per plans	INCL.	INCL.			
Raceways, cirquit breakers, modules, relays, FTB dumpers & other required devices	INCL.	INCL.			
Provide FA terminals per plans	INCL.	9,500			
Provide FAAP (Remote Annunciator), FACP, Evac & NAC panels per plans	INCL.	INCL.			
Maintain Life Safety Systems during construction if disconnected provide Fire Watch (g/ES201)	in above	10,500			
Perform FA work after hours	20,000	321,647			
FA system must function as a single system with the existing	N/A	INCL.			
Provide allowance for additional (6) FA devices for fileld adjustment (n/ES201)	6,500	6,500	6,500		
Provide new FA control panel	INCL.	INCL.			
Provide new back boxesand conduit rough in for new devices	INCL.	INCL.			
Provide new remote comand center w/emergency voice evac. system	INCL.	INCL.			
Provide surge protedtion on all circuits entering/leaving bldg envelope at each FATC, FACU, FACP	INCL.	INCL.			
Provide 20 AMP, 120V, single pole branch circuit to feed FACP, FACU, NAC and voice evac. panel	INCL.	INCL.			
Provide emergency 120V power and surge protection on each 120V input (typ.)	INCL.	7,400			
Provide dedicated date lines to rack and label "… do not disconnect"	INCL.	1,000			
DRYWALL					
Repair wall/ceiling finishes after FA devices removal/installation (bldg 1 thru 9 & 85)	107,580	107,580	107,580	107,580	
Repair wall/ceiling finishes after existing FA devices removal (352 EA @ $150/EA)	INCL.	INCL.	INCL.	INCL.	
Repair wall/ceiling finishes after new FA devices Installation (365 EA @ $150/EA)	INCL.	INCL.	INCL.	INCL.	
ACT					
Replace damaged ceiling tiles & grid (16,658 SF - 10% of bldgs 1, 2, 4, 5, 7 & 9 area @ $10.00/SF with $500 minimum trip charge)	168,076	168,076	168,076		168,076
Building 1:					
Replace damaged ceiling tiles & grid (5,718 SF @ $10/SF)	INCL.	INCL.	INCL.		INCL.
Building 2:					
Replace damaged ceiling tiles & grid (3,355 SF @ $10/SF)	INCL.	INCL.	INCL.		INCL.
Building 4:					
Replace damaged ceiling tiles & grid (471 SF @ $10/SF)	INCL.	INCL.	INCL.		INCL.
Building 5:					
Replace damaged ceiling tiles & grid (1,406 SF @ $10/SF)	INCL.	INCL.	INCL.		INCL.
Building 7:					
Replace damaged ceiling tiles (3,329 SF @ $10/SF)	INCL.	INCL.	INCL.		INCL.
Building 9:					
Replace damaged ceiling tiles (2,380 SF @ $10/SF)	INCL.	INCL.	INCL.		INCL.
Lift to install tiles	INCL.	INCL.	INCL.		INCL.
Temporary power set up (including office trailer)	INCL.	12,500			
Temporary power and lighting	INCL.	7,500			
Firecaulking for scope of work	INCL.	INCL.			
Coredrilling for scope of work	INCL.	INCL.			
Fire Saffing	INCL.	INCL.			
Permits & inspections					
Daily Cleanup	25,800	25,800	25,800		
Updated pricing through midpoint of project	103,878	103,210	105,649		
ADJUSTMENTS:	**-100,000**				
SUB BONDS	**41,629**	**75,860**	**66,559**		**3,362**
BUY OUT / HEDGE					
Total	2,123,062	2,243,279	2,285,196	Drywall only	ACT only
Alternates:					
Deduct Alternate 4F for removing FA panel training by the FA panel manufacturer for certification of PP (9 people), w/software key turn-over	(25,000)	(27,500)			

NOTES:

1 - included the required circuit breakers only.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

EDDC Compliance Review - Phase 2

(Construction Phase)

Bid # and Title:	RFQ FY20-187 Construction Manager at Risk Services - Deerfield Beach Middle School - SMART Program Renovations
Project #	P.002142
Affirmative Procurement Initiative (API):	The API implemented in this solicitation is the M/WBE Evaluation Preference and M/WBE Segmented Subcontracting Goals Program. The M/WBE goal for this project is 20% at Construction Management Level (Preconstruction and Construction) and 29% at Subcontractor Level for eligible M/WBE firms, certified by SBBC, who subcontract or self-perform.

S/M/WBE Participation at CM Level (Preconstruction and Construction):

Company	Prime/ Subcontractor	Scope of Work	*Category	Committed Amount	Committed Percentage
D.Stephenson Construction, Inc.	**Prime**	**Management**	S/MBE-AA	$779,241.00	80.00%
Sagoma Construction Services, Inc.	Subcontractor	Management Consulting	S/MBE-AA	$ 194,810.31	20.00%
			Total	**$974,051.31**	**100.00%**
Construction Phase:					
Vassell Tile & Marble, Inc.	Subcontractor	Flooring	S/M/WBE-AA	$ 17,073.00	0.6%
Coltec Engineering, Inc.	Subcontractor	HVAC	S/MBE-HA	$ 341,114.00	12.0%
Electrical Alliance Corp.	Subcontractor	Electrical	S/MBE-AA	$ 2,123,062.00	74.4%
			S/M/WBE Cost of Work Total	**$ 2,481,249.00**	**86.98%**
			GMP Total:	**$4,191,104.69**	

S/M/WBE Participation Commitment

CM Level M/WBE Commitment:	**20.00%**	**$194,810.31**	M/WBE at CM Level / Value 3
Construction Phase M/WBE % Commitment:	**80.33%**	Cost of Work Subtotal / (Preconstruction Fee + CM Fee + Onsite Staffing)	

Notes:

CM Level Participation Goal is calculated as follows:

Management for the Construction phase – the percentage is calculated by using Overhead and Profit plus costs of Management Staff. This is a cumulative figure for preconstruction and construction phases. If there are more than one (1) GMPs, these figures will be combined.

Subcontractor Participation Goal is calculated for Construction Phase based on the GMP Value minus contingency, minus the items listed in CM Level Goal Calculation. If there is more than one (1) GMP, these figures will be combined.

EDDC Comments:

D. Stephenson Construction, Inc. has submitted the required documentation in accordance with the solicitation's requirements. D. Stephenson Construction was not a certified Minority, Women-owned Business Enterprise (M/WBE) at the time of award, but they are certified firm currently. For the Construction Phase, they have committed to CM Level M/WBE Participation of 20% and 80% subcontracting for this project through the use of the following S/M/WBE Certified Firms: Sagoma Construction Services, Inc. - S/MBE-AA, Vassell Tile & Marble, Inc. - S/M/WBE-AA, Coltec Engineering, Inc. - S/MBE-HA, Electrical Alliance Corp. - S/MBE-AA.

The Economic Development & Diversity Compliance Department (EDDC) will monitor and track progress throughout all phases of the project.

Date:	Tuesday, December 5, 2023
Evaluated by:	Economic Development & Diversity Compliance Department (EDDC)
Witnessed by:	Joseph Gay, AECOM S/M/WBE Inclusion Manager

Date Created: 1/9/2020

BROWARD County Public Schools
Economic Development & Diversity Compliance
Supplier Diversity Outreach Program

Document Number 00475
Attachment_____

SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE

DATE 11/30/23

SOLICITATION INFORMATION

Solicitation #: **Project Number:** P.002142

Project Name: Deerfield Beach Middle School Smart Program Renovations

Project Location: 701 SE 6th Ave, Deerfield Beach, FL 33441

Bidder/Proposer: D. Stephenson Construction, Inc.

Address: 6241 N. Dixie Hwy, Fort Lauderdale, FL 33334

Contact Person: Shane Tedder **Email Address:** stedder@dstephenson.com **Phone #:** 954-899-8772

ORGANIZATION STATUS

Business Association	Business Name	Business Address	Business Phone #	Type of Work to be Performed	*Percentage of Work	Amount Agreed Upon Price
Prime Bidder/ Proposer	D. Stephenson Construction	6241 N Dixie Hwy Fort Laud, FL 33334	954-315-7020	CM	80 %	$685,641
Non S/M/WBE Subcontractors	Sagoma Construction Services	3116 S Andrews Ave Ft Laud, FL 33316	954-636-8560	Supervision	20 %	$171,410
S/M/WBE Subcontractor					%	$
S/M/WBE Subcontractor					%	$
S/M/WBE Subcontractor					%	$
S/M/WBE Subcontractor					%	$

***Percentage of Work=** Amount Agreed Upon Price **divided by** Bid Total Value

TOTAL PARTICIPATION % & DOLLAR AMOUNT: 100% $ 857,052

BID TOTAL VALUE: $4,191,104

BIDDER/PROPOSER SIGNATURE

The listing of S/M/WBE(s) shall constitute a representation by the bidder/proposer to the SBBC that the bidder/proposer believes such S/M/WBE(s) to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified. I certify that all information contained in this form is true and accurate to the best of my knowledge.

Bidder/Proposer Signature	Name & Title (Print)	Date
D Stephenson	Dwight Stephenson, CEO	11-30-23

BROWARD County Public Schools
Economic Development & Diversity Compliance
Supplier Diversity Outreach Program

Document Number 00475
Attachment_____

SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE

DATE 11/30/23

SOLICITATION INFORMATION

Solicitation #: **Project Number:** P.002142

Project Name: Deerfield Beach Middle School Smart Program Renovations

Project Location: 701 SE 6th Ave, Deerfield Beach, FL 33441

Bidder/Proposer: D. Stephenson Construction, Inc.

Address: 6241 N. Dixie Hwy, Fort Lauderdale, FL 33334

Contact Person: Shane Tedder **Email Address:** stedder@dstephenson.com **Phone #:** 954-899-8772

ORGANIZATION STATUS

Business Association	Business Name	Business Address	Business Phone #	Type of Work to be Performed	*Percentage of Work	Amount Agreed Upon Price
Prime Bidder/ Proposer	D. Stephenson Construction	6241 N Dixie Hwy, Fort Lauderdale, FL 33334	954-315-7020	CM	%	$1,210,018
Non S/M/WBE Subcontractors	Non S/W/MBE Subs & Contingency				%	$ 631,285
S/M/WBE Subcontractor	Ocean Doors & Windows	7875 NW 77th Ave Medley, FL 33166	305-888-5718		%	$ 209,665
S/M/WBE Subcontractor	Vassell Tile & Marble	12491 69th St North West Palm Beach, FL 33412	561-422-3522		%	$ 17,073
S/M/WBE Subcontractor	Electrical Alliance	13651 SW 143rd Ct Ste 103 Miami, FL 33186	305-280-9150		%	$ 2,123,062
S/M/WBE Subcontractor					%	$

***Percentage of Work**= Amount Agreed Upon Price **divided by** Bid Total Value

TOTAL PARTICIPATION % & DOLLAR AMOUNT: 100% $4,191,104

BID TOTAL VALUE: $ 4,191,104

BIDDER/PROPOSER SIGNATURE

The listing of S/M/WBE(s) shall constitute a representation by the bidder/proposer to the SBBC that the bidder/proposer believes such S/M/WBE(s) to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified. I certify that all information contained in this form is true and accurate to the best of my knowledge.

Bidder/Proposer Signature	Name & Title (Print)	Date
D Stephenson	Dwight Stephenson, CEO	11-30-23

Broward County Public Schools
Economic Development & Diversity Compliance
Supplier Diversity Outreach Program

Document Number 00470
Attachment _____

STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR

SOLICITATION #:	
PROJECT #:	P.002142

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity Outreach Program: ☒ Yes ☐ No

Sagoma Construction Services (Name of S/M/WBE Subcontractor) agrees to perform work on the above contract as a (check one):

☐ Individual ☐ Partnership ☐ Corporation

The S/M/WBE subcontractor will enter into a formal agreement with D. Stephenson Construction, Inc. (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with SBBC.

DESCRIPTION OF WORK & VALUE

Please provide the details and value of the work to be performed:

Item No.	Type of Work	Amount Agreed Upon Price	% of Work (Amount Agreed Upon Price divided by Bid Total Value)
1	Supervision	$ 140,601	20 %
2	Fee	$ 30,809	20 %
3		$	%
	TOTAL SUBCONTRACTOR PRICE	$ 171,410	20 %

S/M/WBE SUBCONTRACTOR SIGNATURE

[signature]	President
(Signature) S/M/WBE Subcontractor	**Title**
Brian Powell	11/30/23
(Print) Name of S/M/WBE Subcontractor	**Date**

Economic Development & Diversity Compliance (EDDC)
▪ 7720 West Oakland Park Blvd., Suite 323, Sunrise, FL 33351 ▪ (754) 321-0505 www.BrowardSchools.com/SDOP

Broward County Public Schools
Economic Development & Diversity Compliance
Supplier Diversity Outreach Program

Document Number 00470
Attachment _____

STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR

SOLICITATION #:	
PROJECT #:	P.002142

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity Outreach Program: ☒ Yes ☐ No

Ocean Doors & Windows DBA Mujica's Railing and Fence (Name of S/M/WBE Subcontractor) agrees to perform work on the above contract as a (check one):

☐ Individual ☐ Partnership ☐ Corporation

The S/M/WBE subcontractor will enter into a formal agreement with D. Stephenson Construction, Inc. (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with SBBC.

DESCRIPTION OF WORK & VALUE

Please provide the details and value of the work to be performed:

Item No.	Type of Work	Amount Agreed Upon Price	% of Work (Amount Agreed Upon Price divided by Bid Total Value)
1	Windows & Glazing	$ 209,665	%
2		$	%
3		$	%
	TOTAL SUBCONTRACTOR PRICE	$ 209,665	%

S/M/WBE SUBCONTRACTOR SIGNATURE

[signature]	President
(Signature) S/M/WBE Subcontractor	**Title**
Ocean Doors & Windows Yuxmell Mujica	12/01/23
(Print) Name of S/M/WBE Subcontractor	**Date**

Broward County Public Schools
Economic Development & Diversity Compliance
Supplier Diversity Outreach Program

Document Number 00470
Attachment _____

STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR

SOLICITATION #:	
PROJECT #:	P.002142

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity Outreach Program: ☒ Yes ☐ No

Vassell Tile & Marble Inc. (Name of S/M/WBE Subcontractor) agrees to perform work on the above contract as a (check one):

☐ Individual ☐ Partnership ☑ Corporation

The S/M/WBE subcontractor will enter into a formal agreement with D. Stephenson Construction, Inc. (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with SBBC.

DESCRIPTION OF WORK & VALUE

Please provide the details and value of the work to be performed:

Item No.	Type of Work	Amount Agreed Upon Price	% of Work (Amount Agreed Upon Price divided by Bid Total Value)
1	Flooring Package	$ 17,073	%
2		$	%
3		$	%
	TOTAL SUBCONTRACTOR PRICE	$ 17,073	%

S/M/WBE SUBCONTRACTOR SIGNATURE

Simone Vassell — (Signature) S/M/WBE Subcontractor

President — Title

Simone Vassell — (Print) Name of S/M/WBE Subcontractor

11-30-23 — Date

Broward County Public Schools
Economic Development & Diversity Compliance
Supplier Diversity Outreach Program

Document Number 00470
Attachment _____

STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR

SOLICITATION #:	
PROJECT #:	P.002142

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity Outreach Program: ☒ Yes ☐ No

Electrical Alliance Corporation (Name of S/M/WBE Subcontractor) agrees to perform work on the above contract as a (check one):

☐ Individual ☐ Partnership ☒ Corporation

The S/M/WBE subcontractor will enter into a formal agreement with D. Stephenson Construction, Inc. (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with SBBC.

DESCRIPTION OF WORK & VALUE

Please provide the details and value of the work to be performed:

Item No.	Type of Work	Amount Agreed Upon Price	% of Work (Amount Agreed Upon Price divided by Bid Total Value)
1	Electrical	$ 1,954,986	%
2		$	%
3		$	%
	TOTAL SUBCONTRACTOR PRICE	$ 1,954,986	%

S/M/WBE SUBCONTRACTOR SIGNATURE

(Signature) S/M/WBE Subcontractor	President Title
Luis A. Ponce (Print) Name of S/M/WBE Subcontractor	11/30/2023 Date

D. STEPHENSON Construction, Inc.

GENERAL CONDITIONS

Job Size (SF): 170,829

Job Name: Deerfield Beach MS GMP

Job Duration (Weeks): 62

Brief Description: Renovation of Selected Items

Estimator:

Code	Description	Qty	Unit	% Adj.	Labor	Sub	Material	Total Amount
	FIELD PERSONNEL							
1021.000	PROJECT EXECUTIVE	50	WK	10%	5,293.85			26,469.00
1041.000	SUPERINTENDENT	54	WK	100%	3,586.15			193,652.00
1043.000	ASSISTANT SUPERINTENDENT	50	WK	50%	2,732.31			68,308.00
1043.000	ASSISTANT PM	59	WK	50%	2,732.31			80,603.00
1025.000	PROJECT MANAGER	62	WK	100%	4,155.38			257,634.00
1031.100	PROJECT ADMIN	58	WK	30%	2,049.23			35,657.00
1031.100	PROJECT ACCOUNTING	54	WK	20%	2,049.23			22,132.00
1008.000	SCHEDULER (CONSULTANT)	14	MO	100%		1,000.00		14,000.00
1508.000	TEMPORARY PHONE PORTABLE	14	MO	260%		125.00		4,550.00
	TEMP FIELD OFFICE							
1409.000	TEMPORARY PHONE	14	MO	100%		100.00		1,400.00
1432.000	FIRE EXTINGUISHERS	2	EA	100%		50.00		100.00
1432.000	COMPUTER NETWORK TRAILER WIRING	2	STAT	100%		150.00		300.00
1432.000	FURNITURE	2	STAT	100%		750.00		1,500.00
1432.000	DATA LINE INTERNET CONNECTIVITY	14	MO	100%		200.00		2,800.00
1432.000	TABLET PC'S	1	EA	260%		650.00		1,690.00
1432.000	TABLET PC'S CELL CONNECTION	14	MO	260%		50.00		1,820.00
1432.000	RECORDS TRANSPORT / RETENTION	1	EST	100%		2,000.00		2,000.00
1417.000	STATIONARY, PAPER & SUPPLIES	14	MO	100%		300.00		4,200.00
1432.000	FIELD OFFICE / OFFICE STORAGE	14	MO	100%		400.00		5,600.00
1401.000	SMALL OFFICE SET UP	1	EA	100%		350.00		350.00
1402.000	SANITARY FACILITIES - HOLDING TANK	14	MO	100%		350.00		4,900.00
1446.000	ICE/WATER & CUPS	62	WK	100%		25.00		1,550.00
1415.000	COURIER/SHIP/POSTAGE	14	MO	100%		150.00		2,100.00
1510.000	SITE COPIER/FAX	14	MO	100%			200.00	2,800.00
1413.000	SITE COMPUTER/COMMS	14	MO	260%			100.00	3,640.00
1413.000	COMPUTER HARDWARE & SOFTWARE	1	LS	100%			4,364.00	4,364.00
1414.000	PLANS & BLUEPRINTS	14	MO	50%			200.00	1,400.00
1418.000	PROGRESS PHOTOS / WEBCAMS	14	MO	100%		200.00		2,800.00
	SAFETY							
1555.000	OSHA SAFETY EQUIPMENT	1	EA	100%			3,000.00	3,000.00
1555.000	FIRST AID SUPPLIES	14	MO	100%			50.00	700.00
	PROJECT FIRE EXTINGUISHERS	15	EA	100%			250.00	3,750.00
1907.000	BARRICADES	62	WK	100%		50.00		3,100.00
01-5960-O	COMPOUND FENCE (300 LF)	1	EA	100%		3,000.00		3,000.00
1905.000	REQ. SAFETY INSPECTIONS	14	MO	100%		500.00		7,000.00
	SITE MANAGEMENT							
1404.000	CONSTRUCTION FENCING	1,000	LF	100%		14.00		14,000.00
1404.000	CONSTRUCTION FENCING RELOCATION LABOR	10	EA	100%		448.00		4,480.00
1427.000	CONSTRUCTION SIGNS	1	LS	100%			3,000.00	3,000.00
1448.000	DUMPSTERS	14	MO	200%		500.00		14,000.00
1402.000	SANITARY FACILITIES	14	MO	200%		200.00		5,600.00
1524.000	STORAGE TRAILER	14	MO	100%		200.00		2,800.00
1442.000	FINAL CLEANUP	170,829	SF	25%		0.30		12,812.00
1059.000	DAILY LABOR (LABOR POOL)	62	WK	100%		600.00		37,200.00
1408.000	TEMP PROTECTION	62	WK	20%		1,000.00		12,400.00
1426.000	SMALL TOOLS	14	MO	100%		250.00		3,500.00
	WAYFINDING SIGNAGE	1	EST	100%		5,000.00		5,000.00

NOTES:

% General Conditions of job

*Project Management Software includes Procore, Sage, Bluebeam, Textura, scheduling software, Construct Connect, DocuSign, RS Means.

01-5200-O

Subtotal >		$883,661.00
Labor Burden >	$	-
GRAND TOTAL >	**$**	**883,661.00**
Avg. Cost/Wk >	$	14,252.60
Avg. Cost/Mo >	$	61,756.50

Back to Summary Sheet

D. STEPHENSON
Construction, Inc.

Deerfield Beach Middle School
SMART Program Renovations
Project Number P. 002142

Qualifications and Assumptions
GMP
09/19/2023 (Revised 12/01/23)

The Scope of this Design Development Construction Document Estimate Proposal is based on the documents issued by DLFC Architects dated 03/05/23, Addenda 1 through 4 and the following Qualifications and Assumptions.

1. ITEMS PROVIDED BY OWNER:
    a. Impact fees and / or jurisdictional assessments.
    b. Mitigation of radon or methane gas.
    c. Removal of asbestos in ductwork.
    d. Replacement of ductwork, electric duct heaters and ACT at building 3.

2. EXCLUDED COSTS: (or by others)
    a. Upgrading of existing conditions if not related to GMP scope of work.

Division 01 – General Requirements

1. Project schedule assumes all work will be performed in a continuous operation without interruption. We have assumed access to work areas will not be limited and that work can be underway in multiple areas.

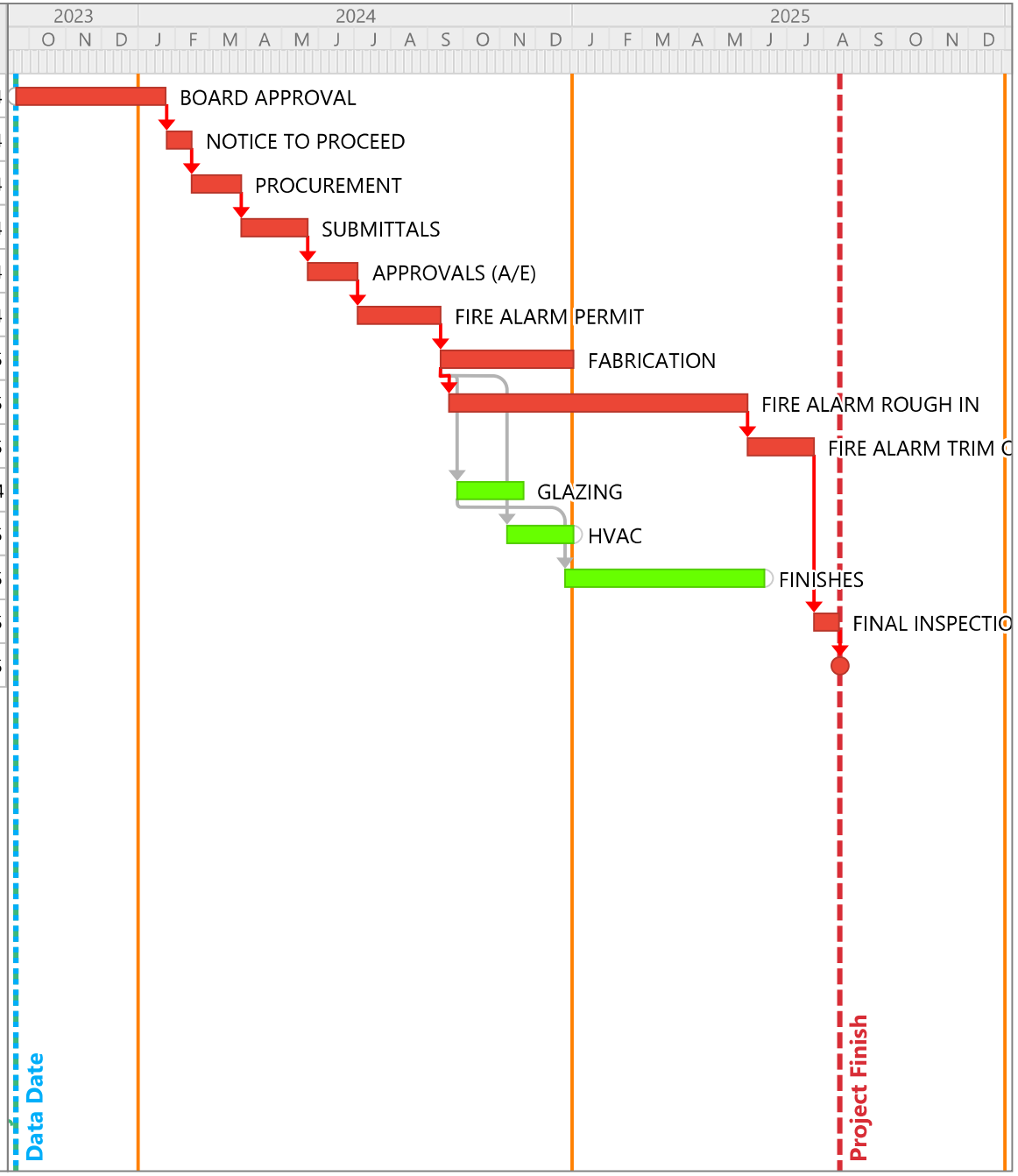
Division 09 – Drywall

1. Upgrading of partition walls to meet smoke/fire rating is limited to repair of penetrations associated with scope of work of various trades for this project.

End of Qualifications and Assumptions.

6241 Dixie Highway, Fort Lauderdale FL 33334
Ph: 954-315-7020 Fax: 954-315-7030

ID	Description	Original Duration	Start	Finish
10	BOARD APPROVAL	90	09/20/23	01/23/24
20	NOTICE TO PROCEED	15	01/25/24	02/14/24
30	PROCUREMENT	30	02/15/24	03/27/24
40	SUBMITTALS	40	03/28/24	05/22/24
50	APPROVALS (A/E)	30	05/23/24	07/03/24
60	FIRE ALARM PERMIT	50	07/04/24	09/11/24
70	FABRICATION	80	09/12/24	01/01/25
80	FIRE ALARM ROUGH IN	180	09/19/24	05/28/25
90	FIRE ALARM TRIM OUT	40	05/29/25	07/23/25
100	GLAZING	40	09/26/24	11/20/24
110	HVAC	40	11/07/24	01/01/25
120	FINISHES	120	12/26/24	06/11/25
130	FINAL INSPECTIONS	15	07/24/25	08/13/25
140	SUBSTANTIAL COMPLETION	0		08/14/25



Start Date: 09/20/23
Finish Date: 08/14/25
Data Date: 09/20/23
Run Date: 11/17/23
Deerfield Beach Middle School.ppx

Page 1A

DEERFIELD BEACH MIDDLE SCHOOL
MILESTONE SCHEDULE

D. STEPHENSON Construction, Inc.

LIST OF DRAWINGS

Project No: P.002142
Location No: 911
Project Title: SMART Program Renovations
Facility Name: Deerfield Beach Elementary School

VOLUME I			
GENERAL			
G-000	COVER SHEET	Rev 2	2/22/2023
G-001	DRAWING INDEX	Rev 5	5/19/2023
G-002	GENERAL NOTES	Rev 2	2/22/2023
G-003	ABBREVIATIONS AND SYMBOLS	100% PERMIT	11/8/2022
SURVEY			
V-01	SURVEYOR NOTES, LEGEND AND LOCATION MAP	100% PERMIT	11/8/2022
V-02	SPECIAL PURPOSE SURVEY	100% PERMIT	11/8/2022
V-03	SURVEY -1996 Boundry	Rev1	12/20/2022
STRUCTURAL			
S-200	BUILDING 2 – WALL WIND PRESSURE DIAGRAMS	100% PERMIT	11/8/2022
S-300	BUILDING 3,4 – WALL WIND PRESSURE DIAGRAMS	100% PERMIT	11/8/2022
S-400	BUILDING 5,8 – WALL WIND PRESSURE DIAGRAMS	100% PERMIT	11/8/2022
S-800	BUILDING 85 – WALL WIND PRESSURE DIAGRAMS	100% PERMIT	11/8/2022
S-900	BUILDING 9 – WALL WIND PRESSURE DIAGRAMS	100% PERMIT	11/8/2022
PHASING			
PH-100	PHASING PLAN	Rev 2	2/22/2023
ARCHITECTURAL			
A-100	OVERALL SITE PLAN	Rev 2	2/22/2023
AE-000	FOR REFERENCE ONLY ROOM FISH NUMBER	Rev 2	2/22/2023
AE-100	SITE PLAN FOR REFERENCE ONLY	Rev 2	2/22/2023
AE-110-B1	BUILDING 1 OVERALL FLOOR PLAN FOR REFERENCE ONLY	Rev 2	2/22/2023
AE-111-B1	BUILDING 1 FLOOR PLAN AREA A FOR REFERENCE ONLY	Rev 2	2/22/2023
AE-112-B1	BUILDING 1 FLOOR PLAN AREA B FOR REFERENCE ONLY	Rev 2	2/22/2023
AE-113-B1	BUILDING 1 FLOOR PLAN AREA C FOR REFERENCE ONLY	Rev 2	2/22/2023
AE-120-B2	BUILDING 2 OVERALL FLOOR PLAN FOR REFERENCE ONLY	Rev 2	2/22/2023
AE-121-B2	BUILDING 2 FOR REFERENCE ONLY PLAN A	Rev 2	2/22/2023
AE-122-B2	BUILDING 2 FOR REFERENCE ONLY AREA B	Rev 2	2/22/2023
AE-123-B2	BUILDING 2 MEZZANINE PLAN FOR REFERENCE ONLY	Rev 2	2/22/2023
AE-130-BG	BUILDING 3 LIFE SAFTEY PLAN AND BUILDING 4 FLOOR PLAN FOR REFERENCE ONLY	Rev 2	2/22/2023
AE-150-B5	BUILDING 5 OVERALL FLOOR PLAN FOR REFERENCE ONLY	Rev 2	2/22/2023
AE-151-B5	BUILDING 5 AREA A & AREA B FOR REFERENCE ONLY	Rev 2	2/22/2023
AE-160-BG	BLDGS. 6 & 8 OVERALL FL. PLANS FOR REFERENCE ONLY	Rev 2	2/22/2023
AE-170-B7	BUILDING 7 OVERALL PLANS FOR REFERENCE ONLY	Rev 2	2/22/2023
AE-171-B7	BUILDING 7 GROUND FL. PLAN AREA A FOR REFERENCE ONLY	Rev 2	2/22/2023
AE-172-B7	BUILDING 7 GROUND FL. PLAN AREA B FOR REFERENCE ONLY	Rev 2	2/22/2023
AE-173-B7	BUILDING 7 SECOND FL. PLAN AREA A FOR REFERENCE ONLY	Rev 2	2/22/2023
AE-174-B7	BUILDING 7 SECOND FLOOR AREA B FOR REFERENCE ONLY	Rev 2	2/22/2023
AE-180-BG	BUILDINGS 85 AND PORTABLES OVERALL FOR REFERENCE ONLY PLANS	Rev 2	2/22/2023
AE-190-B9	BUILDING 9 FOR REFERENCE ONLY OVERALL PLAN	Rev 2	2/22/2023
AE-191-B9	BUILDING 9 FLOOR PLAN AREA A FOR REFERENCE ONLY	Rev 2	2/22/2023
AE-192-B9	BUILDING 9 FL PLAN AREA B FOR REFERENCE ONLY	Rev 2	2/22/2023
LS-430-B3	BUILDING 3 MEDIA CENTER LIFE SAFETY PLAN	Rev 2	2/22/2023
AD-121-B2	BUILDING 2 DEMOLITION FLOOR PLAN B	Rev 2	2/22/2023
AD-130-B3	BUILDING 3 DEMOLITION PLANS	Rev 2	2/22/2023
AD-140-B4	BUILDING 4 DEMOLITION PLANS	Rev 2	2/22/2023
AD-180-B85	BUILDING 85 DEMOLITION FLOOR PLAN	Rev 2	2/22/2023
AD-191-B9	BUILDING 9 DEMOLITION FLOOR PLAN A	Rev 2	2/22/2023
A-110-B1	BUILDING 1 OVERALL FLOOR PLAN	Rev 1	12/20/2022
A-111-B1-A	BUILDING 1 RCP PLAN - AREA A	Rev 2	2/22/2023
A-112-B1-B	BUILDING 1 RCP PLAN - AREA B	Rev 2	2/22/2023
A-113-B1-C	BUILDING 1 RCP PLAN - AREA C	Rev 2	2/22/2023
A-120-B2	BUILDING 2 OVERALL FLOOR PLAN	Rev 2	2/22/2023
A-121-B2	BUILDING 2 PROPOSED FLOOR PLAN B	Rev 2	2/22/2023
A-122-B1	BUILDING 2 RCP - AREA A	Rev 2	2/22/2023
A-123-B1	BUILDING 2 RCP - AREA B	Rev 2	2/22/2023
A-124 -B2	BUILDING 2 RCP-MEZZANINE	Rev 2	2/22/2023
A-220-B2	BILDING 2 ELEVATIONS	Rev 2	2/22/2023
A-130-B3	BUILDING 3 PROPOSED PLANS	Rev 2	2/22/2023
A-140-B4	BUILDING 4 PROPOSED PLANS	Rev 2	2/22/2023

LIST OF DRAWINGS

Project No: P.002142
Location No: 911
Project Title: SMART Program Renovations
Facility Name: Deerfield Beach Elementary School

A-240-B4	BUILDING 4 EXTERIOR ELEVATIONS	Rev 2	2/22/2023
A-152-B5	BUILDING 5 PROPOSED RCP	Rev 2	2/22/2023
A-160-BG	BUILDINGS 6 & 8 RCPS	Rev 2	2/22/2023
A-170-B7	BUILDING 7 OVERALL FLOOR PLANS	Rev 1	12/20/2022
A-171-B7	BUILDING 7 GROUND FLOOR RCP- AREA A	Rev 2	2/22/2023
A-172-B7	BUILDING 7 GROUND FLOOR RCP- AREA B	Rev 2	2/22/2023
A-173-B7	BUILDING 7 SECOND FLOOR RCP- AREA A	Rev 2	2/22/2023
A-174-B7	BUILDING 7 SECOND FLOOR RCP- AREA B	Rev 2	2/22/2023
A-180-B85	BUILDING 85 PROPOSED FLOOR PLAN AND RCP	Rev 2	2/22/2023
A-181	PORTABLES	Rev 2	2/22/2023
A-280 -B8-85	BUILDING 8-85 EXTERIOR ELEVATIONS	Rev 2	2/22/2023
A-190-B9	BUILDING 9 OVERALL FLOOR PLAN	Rev 2	2/22/2023
A-191-B9	BUILDING 9 PROPOSED FLOOR PLAN A	Rev 2	2/22/2023
A-192-B9	BUILDING 9 RCP- AREA A	Rev 2	2/22/2023
A-193-B9	BUILDING 9 RCP- AREA B	Rev 2	2/22/2023
A-290 -B9	BUILDING 9 EXTERIOR ELEVATIONS	Rev 2	2/22/2023
A-600	DOOR TYPES, SCHEDULES AND ELEVATIONS	Rev 2	2/22/2023
A-601	WINDOW TYPES, SCHEDULES, AND ELEVATIONS	Rev 2	2/22/2023
A-602	FIRE STOPPING SCHEDULES AND DETAILS	100% PERMIT	11/8/2022
VOLUME II			
FIRE PROTECTION	NOT USED		
MECHANICAL			
M-001	SYMBOLS AND SPECIFICATIONS	100% PERMIT	11/8/2022
M-002	MECHANICAL GENERAL NOTES	100% PERMIT	11/8/2022
M-003	MECHANICAL GENERAL NOTES	100% PERMIT	11/8/2022
MD-202	MECHANICAL DEMO FLOOR PLAN 1B	100% PERMIT	11/8/2022
MD-204	MECHANICAL DEMO FLOOR PLAN 2A	100% PERMIT	11/8/2022
MD-205	MECHANICAL DEMO FLOOR PLAN 2B	100% PERMIT	11/8/2022
MD-206	MECHANICAL DEMO FLOOR PLAN 2C	100% PERMIT	11/8/2022
MD-207	MECHANICAL DEMO FLOOR PLAN 3 AND 4	Rev 1	12/20/2022
MD-213	MECHANICAL DEMO FLOOR PLAN 9A	100% PERMIT	11/8/2022
MD-214	MECHANICAL DEMO FLOOR PLAN 9B	100% PERMIT	11/8/2022
M-100	MECHANICAL SITE PLAN	100% PERMIT	11/8/2022
M-202	MECHANICAL DEMO FLOOR PLAN 1B	100% PERMIT	11/8/2022
M-204	MECHANICAL DEMO FLOOR PLAN 2A	100% PERMIT	11/8/2022
M-205	MECHANICAL DEMO FLOOR PLAN 2B	100% PERMIT	11/8/2022
M-206	MECHANICAL DEMO FLOOR PLAN 2C	100% PERMIT	11/8/2022
M-207	MECHANICAL DEMO FLOOR PLAN 3 AND 4	Rev 1	12/20/2022
M-213	MECHANICAL DEMO FLOOR PLAN 9A	100% PERMIT	11/8/2022
M-214	MECHANICAL DEMO FLOOR PLAN 9B	100% PERMIT	11/8/2022
M-700	MECHANICAL SCHEDULES	Rev 4	4/19/2023
M-801	MECHANICAL AS-BUILT FOR TAB REFERENCE	Rev 1	12/20/2022
M-802	MECHANICAL AS-BUILT FOR TAB REFERENCE	Rev 1	12/20/2022
M-803	MECHANICAL AS-BUILT FOR TAB REFERENCE	100% PERMIT	11/8/2022
M-804	MECHANICAL AS-BUILT FOR TAB REFERENCE	Rev 3	3/31/2023
M-805	MECHANICAL AS-BUILT FOR TAB REFERENCE	Rev 3	3/31/2023
M-806	MECHANICAL AS-BUILT FOR TAB REFERENCE	Rev 3	3/31/2023
M-807	MECHANICAL AS-BUILT FOR TAB REFERENCE	Rev 3	3/31/2023
ELECTRICAL			
E-001	ELECTRICAL SYMBOLS AND SPECIFICATIONS	Rev 1	12/20/2022
E-002	ELECTRICAL GENERAL NOTES	Rev 1	12/20/2022
ED-202	ELECTRICAL DEMO POWER PLAN 1B	100% PERMIT	11/8/2022
ED-204	ELECTRICAL DEMO POWER PLAN 2A	100% PERMIT	11/8/2022
ED-205	ELECTRICAL DEMO POWER PLAN 2B	100% PERMIT	11/8/2022
ED-207	ELECTRICAL DEMO POWER PLAN 2B	Rev 2	2/22/2023
ED-209	ELECTRICAL DEMO POWER PLAN 6	100% PERMIT	11/8/2022
ED-213	ELECTRICAL DEMO POWER PLAN 9A	100% PERMIT	11/8/2022
ED-214	ELECTRICAL DEMO POWER PLAN 9B	Rev 1	12/20/2022
E-202	ELECTRICAL POWER PLAN 1B	100% PERMIT	11/8/2022
E-204	ELECTRICAL POWER PLAN 2A	100% PERMIT	11/8/2022
E-205	ELECTRICAL POWER PLAN 2B	100% PERMIT	11/8/2022
E-209	ELECTRICAL POWER PLAN 6	100% PERMIT	11/8/2022

LIST OF DRAWINGS

Project No: P.002142
Location No: 911
Project Title: SMART Program Renovations
Facility Name: Deerfield Beach Elementary School

E-213	ELECTRICAL POWER PLAN 9A	100% PERMIT	11/8/2022
E-214	ELECTRICAL POWER PLAN 9B	100% PERMIT	11/8/2022
E-301	ELECTRICAL LIGHTING PLAN- BLDG 3	100% PERMIT	11/8/2022
ED-400	ELECTRICAL DEMO ROOF PLAN	Rev 2	2/22/2023
E-400	ELECTRICAL ROOF PLAN	Rev 2	2/22/2023
E-701	ELECTRICAL PANEL SCHEDULES	Rev 1	12/20/2022
E-801	ELECTRICAL DETAILS	100% PERMIT	11/8/2022
E-802	ELECTRICAL DETAILS	100% PERMIT	11/8/2022
ES-001	SYSTEMS SYMBOLS AND SPECIFICATION	Rev 5	5/19/2023
ESD-201	SYSTEMS DEMO PLAN 1A	Rev 5	5/19/2023
ESD-202	SYSTEMS DEMO PLAN 1B	Rev 5	5/19/2023
ESD-203	SYSTEMS DEMO PLAN 1C	Rev 5	5/19/2023
ESD-204	SYSTEMS DEMO PLAN 2A	Rev 5	5/19/2023
ESD-205	SYSTEMS DEMO PLAN 2B	Rev 5	5/19/2023
ESD-206	SYSTEMS DEMO PLAN 2C	Rev 5	5/19/2023
ESD-207	SYSTEMS DEMO PLAN 3&4	Rev 5	5/19/2023
ESD-208	SYSTEMS DEMO PLAN 5	Rev 5	5/19/2023
ESD-209	SYSTEMS DEMO PLAN 6	Rev 5	5/19/2023
ESD-210	SYSTEMS DEMO PLAN 7A	Rev 5	5/19/2023
ESD-211	SYSTEMS DEMO PLAN 8	Rev 5	5/19/2023
ESD-212	SYSTEMS DEMO PLAN 9A	Rev 5	5/19/2023
ESD-213	SYSTEMS DEMO PLAN 9B	Rev 5	5/19/2023
EDS-214	SYSTEMS DEMO PLAN 1A	Rev 5	5/19/2023
ES-201	SYSTEMS PLAN 1A	Rev 5	5/19/2023
ES-202	SYSTEMS PLAN 1B	Rev 5	5/19/2023
ES-203	SYSTEMS PLAN 1C	Rev 5	5/19/2023
ES-204	SYSTEMS PLAN 2A	Rev 5	5/19/2023
ES-205	SYSTEMS PLAN 2B	Rev 5	5/19/2023
ES-206	SYSTEMS PLAN 2C	Rev 5	5/19/2023
ES-207	SYSTEMS PLAN 3 &4	Rev 5	5/19/2023
ES-208	SYSTEMS PLAN 5	Rev 5	5/19/2023
ES-209	SYSTEMS PLAN 6	Rev 5	5/19/2023
ES-210	SYSTEMS PLAN 7A	Rev 5	5/19/2023
ES-211	SYSTEMS PLAN 7B	Rev 5	5/19/2023
ES-212	SYSTEMS PLAN 8	Rev 5	5/19/2023
ES-213	SYSTEMS PLAN 9A	Rev 5	5/19/2023
ES-214	SYSTEMS PLAN 9B	Rev 5	5/19/2023
ES-501	SYSTEMS RISER DIAGRAMS	Rev 5	5/19/2023
ES-502	SYSTEMS RISER DIAGRAMS	Rev 5	5/19/2023
ES-800	SYSTEMS DETAILS	Rev 5	5/19/2023
ES-801	SYSTEMS DETAILS	Rev 5	5/19/2023
ES-802	SYSTEMS DETAILS	Rev 5	5/19/2023

VOLUME I

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

SBBC No	CSI No	Name of Section	Pages	Issue	Issue Date
00001	00 0101	PROJECT TITLE PAGE	1	100%	10/18/2022
00002	00 0103	PROJECT DIRECTORY	1	100%	10/18/2022
00006		SEALS PAGE	1	100%	10/18/2022
00009		BACKGROUND SCREENING	1	100%	10/18/2022
00010	00 0110	TABLE OF CONTENTS	**7**	**REV 2**	**02/22/2023**
00015	00 0115	LIST OF DRAWINGS	**6**	**REV 2**	**02/22/2023**
00020	00 0120	LIST OF SCHEDULES	1	100%	10/18/2022
00433		SUBCONTRACTORS LIST	2		
00435		SCHEDULE OF VALUES	10		
00436		SCHEDULE OF UNIT PRICES	2		
00455		BACKGROUND SCREENING OF CONTRACTUAL PERSONNEL	3		
00457		DRUG-FREE WORKPLACE CERTIFICATION	2		
00460		TRENCH ACT COMPLIANCE STATEMENT	1		
00467		SUPPLIER DIVERSITY & OUTREACH PROGRAM (MWBE) REQUIREMENTS	8		
00470		M/WBE SUBCONTRACTOR PARTICIPATION: LETTER OF INTENT	1		
00475		M/WBE SUBCONTRACTOR PARTICIPATING SCHEDULE M/.WBE SUBCONTRACTOR	1		
00480		PARTICIPATION: GOOD FAITH EFFORT FORM	5		
00485 (A)		M.WBE CHANGE TO UTILIZATION PLAN	1		
00485		M/WBE SUBCONTRACTOR MONTHLY UTILIZATION REPORT/POST-AWARD VENDOR	2		
00490		SUBCONTRACTING WAIVER REQUEST FORM	2		
00510		NOTICE OF AWARD	3		
00550		NOTICE TO PROCEED	2		
00600		PERFORMANCE BOND FORM	3		
00610		PAYMENT BOND FORM	2		
00800		SUPPLEMENTAL CONDITIONS	4		

VOLUME II

DIVISION 1 – GENERAL REQUIREMENTS

SBBC No	CSI No	Name of Section	Pages	Issue	Issue Date
01110	01 1000	SUMMARY OF WORK	8	100%	11/08/2022
01230	01 2300	ALTERNATES	2	100%	10/18/2022
01250	01 2600	CONTRACT MODIFICATIONS PROCEDURES	7	100%	10/18/2022
01250a	01 2600.01	PROPOSAL REQUEST	1	100%	10/18/2022
01250b	01 2600.02	CHANGE ORDER REQUEST-PROPOSAL	1	100%	10/18/2022
01250c	01 2600.03	PROPOSAL WORKSHEET DETAIL	2	100%	10/18/2022

01250d	01 2600.04	PROPOSAL WORKSHEET SUMMARY	4	100%	10/18/2022
01250e	01 2600.05	CONSTRUCTION CHANGE DIRECTIVE	1	100%	10/18/2022
01250f	01 2600.06	PROJECT CONSULTANT'S SUPPLEMENTAL INSTRUCTION	1	100%	10/18/2022
01250g	01 2600.07	CONSTRUCTION CHANGE ORDER	1	100%	10/18/2022
01250h	01 2600.08	CONTINGENCY USE DIRECTIVE	1	100%	10/18/2022
01270	01 2200	UNIT PRICES	3	100%	10/18/2022
01290	01 2900	PAYMENT PROCEDURES	3	100%	10/18/2022
01290.a	01 2900.01	APPLICATION FOR PAYMENT	2	100%	10/18/2022
01295	01 2950	DIRECT OWNER PURCHASING PROGRAM	4	100%	10/18/2022
01295a	01 2950.01	ORDER FORM	1	100%	10/18/2022
01295b	01 2950.02	VENDOR REQUEST FORM	1	100%	10/18/2022
01295c	01 2950.03	INVOICE SUMMARY	1	100%	10/18/2022
01310	01 3100	PROJECT MANAGEMENT AND COORDINATION	8	100%	10/18/2022
01310a	01 3100.01	CONTRACTOR'S REQUEST FOR INFORMATION RFI	2	100%	10/18/2022
01310b	01 3100.02	TRANSMITTAL	1	100%	10/18/2022
01320	01 3200	CONSTRUCTION PROGRESS DOCUMENTATION	16	100%	10/18/2022
01320a	01 3200.01	WEEKLY PROGRESS REPORT	1	100%	10/18/2022
01320b	01 3200.02	PERIODIC OBSERVATION REPORT	1	100%	10/18/2022
01320c	01 3200.03	NON-CONFORMING WORK NOTICE	1	100%	10/18/2022
01321	01 3216	CONSTRUCTION PROGRESS SCHEDULE	7	100%	10/18/2022
01330	01 3300	SUBMITTAL PROCEDURES	10	100%	10/18/2022
01330a	01 3300.01	SUBMITTAL FORM	1	100%	10/18/2022
01340	01 3323	SHOP DRAWINGS, PRODUCT DATA AND SAMPLES	4	100%	10/18/2022
BDBP400	01 3323.01	BCPS BUILDING DEPT.POLICY-SHOP DRAWINGS	1	100%	10/18/2022
01350	01 3500	SPECIAL PROCEDURES	6	100%	10/18/2022
01352	01 8113	LEED FOR SCHOOLS REQUIREMENT	4	100%	10/18/2022
01354	01 3546	CONSTRUCTION INDOOR AIR QUALITY MANAGEMENT	4	100%	10/18/2022
01410	01 4100	REGULATORY REQUIREMENTS	6	100%	10/18/2022
01420	01 4200	REFERENCE STANDARDS	3	100%	10/18/2022
01430	01 4300	QUALITY ASSURANCE	5	100%	10/18/2022
01450	01 4500	QUALITY CONTROL	6	100%	10/18/2022
01510	01 5100	TEMPORARY UTILITIES	6	100%	10/18/2022
01520	01 5200	CONSTRUCTION FACILITIES	5	100%	10/18/2022
01540	01 5400	CONSTRUCTION AIDS	2	100%	10/18/2022
SBBC No	**CSI No**	**Name of Section**	**Pages**	**Issue**	**Issue Date**
01550	01 5500	VEHICULAR ACCESS AND PARKING	4	100%	10/18/2022
01560	01 5600	TEMPORARY BARRIERS AND ENCLOSURES	9	100%	10/18/2022
01570	01 5700	TEMPORARY CONTROLS	2	100%	10/18/2022
01572	01 7419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	4	100%	10/18/2022
01580	01 5800	PROJECT IDENTIFICATION	3	100%	11/08/2022
01610	01 6000	BASIC PRODUCT REQUIREMENTS	4	100%	10/18/2022
01620	01 6200	PRODUCT OPTIONS	4	100%	10/18/2022
01630	01 2500	PRODUCT SUBSTITUTION PROCEDURES	4	100%	10/18/2022

01630A	01 2500.01	CONTRACTOR'S SUBSTITUTION REQUEST	2	100%	10/18/2022
01663	01 6600	PRODUCT DELIVERY, STORAGE, AND HANDLING REQUIREMENTS	2	100%	10/18/2022
01700	01 7000	CONTRACT CLOSEOUT	2	100%	10/18/2022
01710	01 7100	EXAMINATION	**3**	**REV 2**	**02/22/2023**
01720	01 7200	PREPARATION	6	100%	10/18/2022
01730	01 7300	EXECUTION	7	100%	10/18/2022
01735	01 7350	OPERATION AND MAINTENANCE DATA	2	100%	10/18/2022
01740	01 7400	CLEANING	6	100%	10/18/2022
01745	017856	WARRANTIES	2	100%	10/18/2022
01750	01 7500	STARTING AND ADJUSTING	2	100%	10/18/2022
01760	01 7600	PROTECTION OF INSTALLED CONSTRUCTION	2	100%	10/18/2022
01770	01 7700	CLOSEOUT PROCEDURES	7	100%	10/18/2022
01770a	01 7700.01	CONTRACTOR'S REQUEST FOR SUBSTANTIAL COMPLETION	1	100%	10/18/2022
01770b	01 7700.02	CONSULTANT'S NOTIFICATION OF READINESS	1	100%	10/18/2022
01770c	01 7700.03	SUBSTANTIAL COMPLETION INSPECTION	1	100%	10/18/2022
01770d	01 7700.04	SUBSTANTIAL COMPLETION INSPECTION Punch List	1	100%	10/18/2022
01770e	01 7700.05	CONSULTANT'S LETTER ESTABLISHING SUBSTANTIAL COMPLETION	1	100%	10/18/2022
01770f	01 7700.06	CONTRACTOR'S REQUEST FOR FINAL COMPLETION	1	100%	10/18/2022
01770g	01 7700.07	PROJECT CONSULTANT'S NOTIFICATION OF READINESS FOR FINAL COMPLETION INSPECTION	1	100%	10/18/2022
01770h	01 7700.08	PROJECT CONSULTANT'S LETTER ESTABLISHING FINAL COMPLETION DATE	1	100%	10/18/2022
01780	01 7800	CLOSEOUT SUBMITTALS	15	100%	10/18/2022
01810	01 9113	COMMISSIONING	8	100%	10/18/2022
01820	01 7900	DEMONSTRATION AND TRAINING	2	100%	10/18/2022
01820a	01 7910	CONTRACTOR'S DEMONSTRATION AND TRAINING ATTENDANCE LOG	1	100%	10/18/2022
01900	01 9400	FACILTY DECOMMISSIONING	4	100%	10/18/2022

DIVISION 2 – EXISTING CONDITIONS

SBBC No	CSI No	Name of Section	Pages	Issue	Issue Date
02220	31 2300	EXCAVATION & FILL FOR UTILITY SYSTEM	7	100%	11/08/2022
02225	02 4149	SELECTIVE DEMOLITION	8	100%	10/18/2022
02580	32 1723	PAVEMENT MARKING	3	REV1	12/19/2022
02660	33 1000	WATER DISTRIBUTION	7	100%	11/08/2022
02830	32 3110	CHAIN LINK FENCES AND GATES	6	100%	10/18/2022
02931	32 9223	SODDING	9	100%	11/08/2022
02950	32 9000	TREES, PLANTS AND GROUNDCOVER	19	100%	11/08/2022

02952	32 0117.64	ASPHALTIC CONCRETE REPAIR AND SEALING	5	100%	11/08/2022

DIVISION 3 – CONCRETE

SBBC No	CSI No	Name of Section	Pages	Issue	Issue Date
03511	03 3511	CONCRETE FLOOR FINISHES	3	100%	10/18/2022
03700	03 0100	CONCRETE REPAIR	8	100%	10/18/2022

DIVISION 4 – MASONRY

SBBC No	CSI No	Name of Section	Pages	Issue	Issue Date
04230	04 2020	REINFORCED UNIT MASONRY	5	100%	10/18/2022
04530	04 0100	MASONRY PATCHWORK	2	100%	10/18/2022

DIVISION 5 – METALS

SBBC No	CSI No	Name of Section	Pages	Issue	Issue Date
05310	05 3100	STEEL DECK	4	100%	10/18/2022
05500	05 5000	METAL FABRICATIONS	8	100%	10/18/2022

DIVISION 6 – WOOD, PLASTICS AND COMPOSITES

SBBC No	CSI No	Name of Section	Pages	Issue	Issue Date
06100	06 1000	CARPENTRY	5	100%	10/18/2022
06300	06 0573	WOOD TREATMENT	2	100%	10/18/2022

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

SBBC No	CSI No	Name of Section	Pages	Issue	Issue Date
07270	08 8400	FIRE STOPPING AND SMOKE BARRIER CAULKING	8	100%	10/18/2022
07920	07 9200	JOINT SEALANTS	5	100%	10/18/2022

DIVISION 8 – OPENINGS

SBBC No	CSI No	Name of Section	Pages	Issue	Issue Date
08110	08 1113	STEEL DOORS AND FRAMES	8	100%	10/18/2022
08520	08 5113	ALUMINUM WINDOWS	10	Rev 1	12/19/2022
08710	08 7100	DOORA HARDWARE	16	100%	10/18/2022
08800	08 8000	GLASS AND GLAZING	10	100%	10/18/2022

DIVISION 9 – FINISHES

SBBC No	CSI No	Name of Section	Pages	Issue	Issue Date
09220	09 2400	PORTLAND CEMENT PLASTER (STUCCO)	12	100%	10/18/2022
09250	09 2900	GYPSUM BOARD	12	100%	10/18/2022
09510	09 5100	ACOUSTICAL CEILINGS	6	100%	10/18/2022
09650	09 6500	RESILIENT TILE FLOORING	7	100%	10/18/2022

09683	09 6813	TILE CARPETING	12	100%	10/18/2022
09433	09 8433	ACOUSTICAL WALL PANELS	3	100%	10/18/2022
09900	09 9100	PAINTING	18	100%	10/18/2022
09910	09 9010	REMEDIAL PAINTING	11	100%	10/18/2022

DIVISION 10 – SPECIALTIES

SBBC No	CSI No	Name of Section	Pages	Issue	Issue Date
10400	10 1400	IDENTIFYING DEVICES	8	100%	10/18/2022
10520	10 4400	FIRE PROTECTION SPECIALTIES	6	100%	10/18/2022
10500	10 1000	VISUAL DISPLAY BOARDS and CASES	6	100%	10/18/2022

DIVISION 11 – EQUIPMENT (NOT USED)

DIVISION 12 – FURNISHINGS (NOT USED)

VOLUME III

DIVISION 13 – SPECIAL CONSTRUCTION

SBBC No	CSI No	Name of Section	Pages	Issue	Issue Date
13845	28 3100	FIRE ALARM SYSTEM	34	100%	11/08/2022

DIVISION 14 – CONVEYING EQUIPMENT (NOT USED)

DIVISION 15 - HVAC

SBBC No.	CSI No.	NAME OF SECTION	Pages	Issue	Issue Date
15050	22 0500	BASIC MATERIALS AND METHODS	6	100%	10/18/2022
15060	21 0529	HANGERS AND SUPPORTS	6	100%	10/18/2022
15070	21 0549	MECHANICAL SOUND& VIBRATION CONTROL	6	100%	10/18/2022
15075	21 0553	MECHANICAL IDENTIFICATION	6	100%	10/18/2022
15089	21 0719	PIPING INSULATION	6	100%	10/18/2022
15100	22 0506	VALVES	8	100%	10/18/2022
15184	22 0500	REFRIGERATION DX PIPING AND SPECIALTIES	6	100%	11/08/2022
15300	21 1000	FIRE PROTECTION SYSTEMS	14	100%	11/08/2022
15 825	23 7310	ELECTRICT DUCT HEATER	2	100%	11/08/2022
15850	23 3700	AIR OUTLETS AND INLETS	12	100%	10/18/2022
15900	23 0901	HVAC INSTRUMENTATION & CONTROLS	11	100%	10/18/2022
15940	23 0993	SEQUENCE OF OPERATION	9	100%	10/18/2022

15995	23 0593	STARTUP & CERTIFICATIO OF AIR WATER AND CONTROL SYSTEMS	7	100%	10/18/2022
15996	23 05 93.10	CERTIFICATION OF AIR SYSTMS	6	100%	10/18/2022

DIVISION 16 - ELECTRICAL

SBBC No.	CSI No.	NAME OF SECTION	Pages	Issue	Issue Date
16010	26 0200	GENERAL PROVISIONS	8	100%	10/18/2022
16020	26 0300	COMPLETION OF WORK	2	100%	10/18/2022
16050	26 0500	BASIC MATERIALS AND METHODS	4	100%	10/18/2022
16053	26 0510	PROVISIONS FOR INTERIOR FINISHING	2	100%	10/18/2022
16060	26 0526	GROUNDING	4	100%	10/18/2022
16070	26 0530	EQUIPMENT BASES, MATS AND SUPPORTS	2	100%	10/18/2022
16072	26 0529	ELECTRIC SUPPORTING DEVICES	2	100%	10/18/2022
16080	26 0810	ELECTRICAL INSPECTION AND TESTING	4	100%	10/18/2022
16085	26 0820	CABLE SPLICES & TERMINATION TTING	5	100%	10/18/2022
16088	26 0830	ACCEPTANCE TEST & PERFORMANCE VERIFICATION	8	100%	10/18/2022
16090	26 0400	ALTERATIONS AND ADDITION TO EXISTING WORK	2	100%	10/18/2022
16120	26 0520	WIRES AND CABLES	6	100%	10/18/2022
16 129	26 0534	TERMINAL LUGS	2	100%	10/18/2022
16130	26 0533	RACEWAYS AND BOXES	2	100%	10/18/2022
16132	26 0533.13	CONDUIT FITTINGS & SUPPORTS	10	100%	10/18/2022
16137	26 0532	PULL AND JUNCTION BOXES	3	100%	10/18/2022
16138	26 0537	OUTLET BOXES	4	100%	10/18/2022
16140	26 2726	WIRING DEVICES	3	100%	10/18/2022
16410	26 2816	CIRCUIT BREAKERS	4	100%	10/18/2022
16413	26 2816	SAFETY SWITCHES	2	100%	10/18/2022
16415	26 4300	SURGE PROTECTION	5	100%	10/18/2022
16490	2602813	FUSES	2	100%	10/18/2022
16510	26 5100	INTERIOR LUMINAIRES	13	100%	10/18/2022
16724	27 5123.1	SOUND AND INTERCOM – MASTER CLOCK	16	100%	10/18/2022
16910	26 0900	ELECTRICAL SYSTEM CONTROLS	2	100%	10/18/2022
16912	26 0910	MECHANICAL SYSTEM CONTROLS	2	100%	10/18/2022

DIVISION 17 – SPECIAL CONSTRUCTION

SBBC No	CSI No	Name of Section	Pages	Issue	Issue Date
17000	27 1000	VOICE, DATA, AND VIDEO STRUCTURED CABLING SYSTEMS	46	100%	10/18/2022

Appendix

SBBC No		Name of Section	Pages	Issue	Issue Date
Appendix A		Asbestos Report	67		12/2020

END OF SECTION 00010

Deerfield Beach MS - SMART Program Renovations

701 SE 6th Avenue, Deerfield Beach, FL 33441

Number	Subject	Submitted	Subject	Status	Comment
1	RFI #GMP RFI #1	Kogan, Sergey, D STEPHENSON CONSTRUCTION INC 07.11.2023 11:33AM	Bldg #3 scope clarification	Closed	
2	RFI #GMP RFI #2	Kogan, Sergey, D STEPHENSON CONSTRUCTION INC 07.12.2023 09:39AM	Window replacement scope for bldg 9	Closed	
3	RFI #GMP RFI #3	Kogan, Sergey, D STEPHENSON CONSTRUCTION INC 07.17.2023 04:31PM	ACT/grid type	Closed	
4	RFI #GMP RFI #4	Kogan, Sergey, D STEPHENSON CONSTRUCTION INC 07.18.2023 02:53PM	FA scope clarification	Closed	
5	RFI #GMP RFI #5	Kogan, Sergey, D STEPHENSON CONSTRUCTION INC 07.18.2023 03:50PM	Windows in bldg 9	Closed	
6	RFI #GMP RFI #6	Kogan, Sergey, D STEPHENSON CONSTRUCTION INC 07.19.2023 11:24AM	Mech. scope of work for bldg 3	Closed	
7	RFI #GMP RFI #7	Kogan, Sergey, D STEPHENSON CONSTRUCTION INC 07.19.2023 03:04PM	HVAC Scope	Closed	
8	RFI #GMP RFI #8	Kogan, Sergey, D STEPHENSON CONSTRUCTION INC 07.20.2023 03:09PM	Electrical Roofing Scope	Closed	
9	RFI #GMP RFI #9	Kogan, Sergey, D STEPHENSON CONSTRUCTION INC 07.28.2023 09:27AM	Electrical & FA questions	Closed	
10	RFI #GMP RFI #10	Kogan, Sergey, D STEPHENSON CONSTRUCTION INC 08.02.2023 09:16AM	Electrical questions	Closed	
11	RFI #GMP RFI #11	Kogan, Sergey, D STEPHENSON CONSTRUCTION INC 08.03.2023 02:37PM	Misc. Electrical questions	Closed	

12	RFI #GMP RFI #12	Kogan, Sergey, D STEPHENSON CONSTRUCTION INC 08.04.2023 10:17AM	Electrical questions	Closed
13	RFI #GMP RFI #13	Kogan, Sergey, D STEPHENSON CONSTRUCTION INC 08.31.2023 02:17PM	Window Replacement (Jambs)	Closed

Addendum List:

1. Architect's Addendum #1, issued 7/10/23.
2. Addendum #2 - Response to RFIs #1 thru 6 and 8, issued 7/24/23.
3. Addendum #3 - Response to RFIs #7 – Response & HVAC scope clarification, issued 8/03/23.
4. Addendum #4 - Response to RFIs #9 thru 12, issued 8/24/23.

EXHIBIT 5

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: GMP Amendment 1 to the Construction Services Agreement
D. Stephenson Construction, Inc.
Deerfield Beach Middle School
P.002142

School Board Meeting: 01.23.2024

The financial impact of this item is $4,334,000.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2023).

There is an additional impact to the project budget

Funds in the amount of $4,334,000.00 will come from the Capital Projects Reserve. This changes the project from $2,106,000.00 to $6,440,000.00

Department Name	Department Head
Capital Budget	Omar Shim, Director
	Omar Shim - 12/11/2023
	Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	JJ. Capital Program
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-22.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **Final Acceptance and Release of Retainage - Deerfield Beach MS**

REQUESTED ACTION: **Approve a time extension of 220 days to Substantial Completion, approve a time extension of 6 days between Substantial and Final Completion, and approve the Final Acceptance and Release of Retainage - Deerfield Beach Middle School, Project No. P.002861, District 7.**

RATIONALE:

For the Requested Action(s), Background/History, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Closeout Documents
- Collaboration Form

FINANCIAL IMPACT:

The final contract payment for retainage in the amount of $79,336.05 will be released to the contractor. ($331,448.29) will be returned to the Capital Budget Reserve for financial closeout reducing the project budget to $2,761,151.71.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Deborah G. Czubkowski	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Deborah G. Czubkowski, Chief Facilities Officer

Signature

Deborah G. Czubkowski, Chief Facilities Officer

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23

PBL/VSW

EXHIBIT 1

For more information, please contact:
Deborah G. Czubkowski
Chief Facilities Officer
754-321-2659

EXECUTIVE SUMMARY

Final Acceptance and Release of Retainage
Atlas Apex Roofing, LLC
Deerfield Beach Middle School, Deerfield Beach
SMART Re-Roofing of Buildings 2, 5, 6, & 7
Project No. P.002861
CSMP Bid ID FY21-115

MASTER PROJECT SUMMARY

Total Project Budget

Construction Budget:	$	2,762,600
Soft Cost Budget:	$	330,000
(Design, FF&E, IT, Mgmt. Fees, etc.)		
Original D.E.F.P. Budget:	**$**	**3,092,600**
Approved Add. Funding:	$	0
Remaining Budget:	$	(331,448.29)
Current Revised Budget:	**$**	**2,761,151.71**

Total Project Schedule Summary

-Notice To Proceed: 04/25/22

-Actual Substantial Completion Date: 05/30/23

-Actual Final Completion Date: 07/05/23

Change Order Analysis

Consultant Error	0.00%
Consultant Omission	0.00%
Owner's Request	0.00%
Unforeseen	0.00%
Tax Savings from DOP	-1.91%
	-1.91%

Requested Action

Approve a time extension of 220 days to Substantial Completion; approve a time extension of 6 days between Substantial and Final Completion; approve the Final Acceptance and Release of Retainage.

What would the impact be if the Board voted "yes" or "no" for this Board item?

If yes: The impact of this item, if approved, provides for a construction closeout of this project, and allows for the retainage (final payment) to be released to the contractor.

If no: If this item is not approved, final payment cannot be released to the contractor.

Background/History

The scope of work for the project included the removal and replacement of the existing roofing system for Buildings 2, 5, 6, and 7.

Construction Contract Summary

ORIGINAL BASE CONTRACT:	$	2,435,653.48	180 Days
DIRECT OWNER PURCHASE(S):	$	(772,529.52)	0 Days
PREVIOUSLY APPROVED CO'S:	$	(46,501.77)	0 Days
CURRENT REQUEST:	$	0.00	220 Days
CURRENT REVISED CONTRACT:	**$**	**1,616,622.19**	**400 Days**

Status of Work:

This project is in the closeout phase.

Action Plan:

AECOM recommends granting the Contractor a time extension of 220 days to permit timely Substantial Completion, as well as granting 6 days between Substantial and Final Completion for delays which were not the fault of the Contractor.

Release of Retainage:

Item #1 – Retainage Reduction: Release the remainder of retainage in the amount of $79,336.05.

Measurable Outcome(s)/Return on Investment:

This item provides for a construction closeout of this project and allows for the retainage (final payment) to be released to the contractor.

Financial Impact:

The final contract payment for retainage in the amount of $79,336.05 will be released to the contractor. Once approved, this project is ready for financial closeout. A credit of ($331,448.29) for the remaining project funds will be returned to the Capital Budget Reserve and reduce the project budget from $3,092,600 to $2,761,151.71.

EXHIBIT 2

The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351 (754) 321-0505

Document 00640: General Release and Full Release of Lien

KNOW ALL MEN BY THESE PRESENTS,

That the undersigned: **HENRY GEMBALA**

of: **ATLAS APEX ROOFING, LLC** City of: **OAKLAND PARK**

County of: **BROWARD** State of: **FLORIDA**

Herein referred to as "Contractor" executes this General Release and Full Release of Lien in favor of THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA of 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, herein referred to as "The School Board".

In consideration of the sum of:

Written Amount: **Seventy Nine Thousand Three Hundred Thirty Six and 05/00** Dollars

Figures: $ **79,336.05**

receipt of which from The School Board is hereby acknowledged, Contractor for itself and its successors and assigns, has remised, released, and forever discharged, and by these presents does, for itself and its successors and assigns, does remise, release, acquit, satisfy, and forever discharge The School Board, its successors, employees, administrators and assigns, of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law or in equity, which against The School Board or The School Board's successors, employees, administrators and assigns, Contractor ever had, now has, or over which Contractor's successors and assigns, hereafter can, shall or may have, for upon, or by reason of any matter, cause of thing whatsoever with regard to the project known as:

DEERFIELD BEACH MIDDLE SCHOOL

In consideration of the above-said moneys, receipt of which from The School Board is hereby acknowledged, Contractor does hereby release and quit claim to The School Board, its successors and assigns, all claims liens, lien rights, claims or demands of any kind whatsoever which Contractor now has or might have against the building or premises situated at:

701 SE 6TH AVENU, DEERFIELD BEACH, FL 33441

and legally described as:

On account of labor performed and/or material furnished for the construction of any building thereon or in otherwise improving said property situated as above described. The Contractor further certifies that all lienors contracting directly with or directly employed by the Contractor have been paid in full and that all labor and materials furnished for said construction, including subcontractors employed by the undersigned, have been paid in full. The Contractor further authorizes the clerks of the County Records Division of Broward County, Florida to discharge the lien given to the undersigned in a claim of lien recorded in the Official Records of Broward County, Florida at Book_____, Page _____ , executed by:

ATLAS APEX ROOFING, LLC

on this **9TH** day of **NOVEMBER** , 20 **23**.

IN WITNESS WHEREOF,

HENRY GREMBALA has hereunto set its hand and seal

on this **9TH** day of **NOVEMBER** , 20 **23**.

(Corporate Seal)

Attest:

By: **HENRY GEMBALA** (Seal)

(Secretary)

Notarization

State of: **FLORIDA**)

County of: **BROWARD**)

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

HENRY GEMBALA

who is personally known to me or did produce:

As identification and who did take an oath, acknowledged and subscribed the foregoing General Release and Full Release of Lien for purposes therein expressed.

Notary Public:

Affix Seal

DIANA MAGLIARISI
Notary Public - State of Florida
Commission # HH 035068
My Comm. Expires Dec 14, 2024
Bonded through National Notary Assn.

Commission Expires on: 12/14/2024

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, FL 33311
TEL (754) 321-1500 • FAX (754) 321-1501

Reduction of Retainage Certification

Facility: DEERFIELD BEACH MS
Project Name: SMART PROGRAM BLDG'S 2,5,6,7
Contractor: ATLAS APEX ROOFING, LLC
Project Manager: STEVE STARKE

Project No.: FY21-115 / P.002861
Date: 11/9/2023
Location No.: 0911
Phase No.:

1. Current Level of Retainage 5 %
2. Proposed Level of Retainage 0 %
3. Retainage Reduction Ratio (RR) 1 % (Item 1 - Item 2) / Item 1

Company Name of Entity to Receive Reduction of Retainage	Current Total Retainage	RR	Retainage to be Released
ATLAS APEX ROOFING, LLC	$ 79,336.05	1.000	$ 79,336.05
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
Total	**$ 79,336.05**		**$ 79,336.05**

Current Total Retainage	x	Reduction Ratio	=	Retainage to be Released	Retainage Balance
$ 79,336.05		1 %		$ 79,336.05	$ -

The undersigned hereby certifies that they will release retainage being paid to them by the School Board of Broward County to their various subcontractors in accordance with the schedule above.

Company Name: ATLAS APEX ROOFING, LLC

Authorized Signature

HENRY GEMBALA
Print Name

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

Bond No. PB12270900451

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

TO OWNER:
(Name and address)

The School Board of Broward County, FL
2301 Northwest 26th Street
Fort Lauderdale, FL 33311

ARCHITECT'S PROJECT NO.: P.002861

CONTRACT FOR: Roofing

PROJECT:
(Name and address)

Deerfield Beach MS/SMART Renovations

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

, SURETY,

on bond of
(Insert name and address of Contractor)

Atlas Apex Roofing, LLC
281 NE 32nd Street
Fort Lauderdale, FL 33334

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

The School Board of Broward County, FL
2301 Northwest 26th Street
Fort Lauderdale, FL 33311

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: November 10, 2023
(Insert in writing the month followed by the numeric date and year.)

Philadelphia Indemnity Insurance Company
(Surety)

By: Brett Rosenhaus
(Signature of authorized representative)

Brett Rosenhaus — Attorney-in-Fact & FL Licensed Agent
(Printed name and title)

Attest:
(Seal) Margaret A. Schutz

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Brett Rosenhaus, Richard Zimmerman and Dale Allison Belis of Nielson,Rosenhaus & Associates**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Morgan Knapp, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Sept. 25, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

(Notary Seal)

Notary Public: Morgan Knapp

residing at: Bala Cynwyd, PA

My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 10th day of November, 20 23.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

PAYMENTS TO CONTRACTOR DURING CONSTRUCTION

PER STATUTE F.S. 255.078, AND EXCEPT AS PROVIDED BELOW, CONSTRUCTION PAYMENTS ON PROJECTS UP TO FIFTY (50) PERCENT COMPLETION SHALL NOT EXCEED NINETY (90) PERCENT OF THE WORK COMPLETED OR MATERIALS PAID FOR AND PROPERLY STORED ON SITE, OR IN A BONDED WAREHOUSE.

PAYMENTS SHALL BE CONDITIONED UPON OWNER'S REPRESENTATIVE APPROVING PROGRESS OF WORK AND MATERIALS STORED, IN ACCORDANCE WITH THE EXECUTED CONSTRUCTION CONTRACT.

REDUCTION OF RETAINAGE:
PER STATUTE F.S. 255.078, RETAINAGE SHALL BE REDUCED TO FIVE (5) PERCENT AFTER THE PROJECT REACHES FIFTY (50) PERCENT COMPLETION. FURTHER REDUCTION OF RETAINAGE SHALL BE AUTHORIZED ONLY AFTER THE PROJECT ACHIEVES SUBSTANTIAL COMPLETION AND THE CERTIFICATE OF OCCUPANCY OR FORM OEF 110B HAS BEEN FULLY EXECUTED. THE RETAINAGE REDUCTION BELOW FIVE (5) PERCENT SHALL REQUIRE THE RECOMMENDATION OF THE SUPERINTENDENT OR DEPUTY SUPERINTENDENT OF FACILITIES AND CONSTRUCTION MANAGEMENT, AND BE AUTHORIZED BY BOARD ACTION.

REDUCTION OF RETAINAGE ON IDENTIFIABLE PHASED PROJECTS IS PERMITTED, PURSUANT TO THE RULES ABOVE. FOR PHASED PROJECTS, IF THE OVERALL CONTRACT VALUE EXCEEDS THE CONSTRUCTION COST LIMIT PER STATUTE F.S. 287.055; REDUCTION OF RETAINAGE ON INDIVIDUAL PHASES SHALL REQUIRE BOARD APPROVAL.

FINAL PAYMENT OF RETAINAGE:
THE CRITERIA AND CONDITIONS FOR FINAL PAYMENT OF THE RETAINAGE INCLUDE:

1. THE SCHOOL BOARD ACCEPTS THE FACILITY VIA AN EXECUTED FORM 110B.

2. ALL CONTRACTUAL OBLIGATIONS HAVE BEEN COMPLETED.

3. EXECUTED FORM OEF 209, OR WHEN AN OEF 209 IS NOT REQUIRED, CERTIFICATION OF COMPLETION BY THE ARCHITECT OR ENGINEER OF RECORD.

FINAL ACCEPTANCE AND RELEASE OF RETAINAGE ON PROJECTS WITH A CONSTRUCTION COST LIMIT PER F.S. 287.055 SHALL NOT REQUIRE BOARD APPROVAL. APPROVAL SHALL BE GRANTED BY THE DEPUTY SUPERINTENDENT OF FACILITIES AND CONSTRUCITON MANAGEMENT OR DESIGNEE, UPON RECEIPT OF THE EXECUTED CERTIFICATE OF FINAL INSPECTION OR CERTFICATE OF COMPLETION NOTED ABOVE. FOR THE PURPOSES OF THIS RULE, CONSTRUCTION CONTRACTS THAT DO NOT REQUIRE A CERTIFICATE OF OCCUPANCY SHALL BE CERTIFIED AS SUBSTANTIALLY COMPLETE BY THE ARCHITECT OR ENGINEER OF RECORD.

AUTHORITY: F.S. 1001.41 (1) (2)
F.S. 1013.50
F.S. 218.735 (8)
F.S. 255.078
F.S. 287.055
POLICY ADOPTED: 1/21/82; 5/19/88; 1/16/07

FILE COPY

Return completed form as needed to:
Office of Educational Facilities
325 West Gaines Street, Room 1054
Tallahassee, Florida 32399-0400
(850) 245-0494
Fax (850) 245-9236 or (850) 245-9304

FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities

CERTIFICATE OF OCCUPANCY

OEF USE ONLY

INSTRUCTIONS: Submit one copy of the completed form for each project over $300,000. Reproduce this form in sufficient quantity for your use.

DOCUMENT CONTROL
RECEIVED/SCANNED
JUN 29 2023
AECOM
Broward County Schools

RE: Broward County Public Schools (x School District ☐ Florida College)

Deerfield Beach MS (x School Name ☐ Campus)

Roofing Buildings 2, 5, 6, & 7 Description of Project

P.002861 EFIS Number (if applicable)

In accordance with Section 1013.37(2)(c), Florida Statutes, and upon recommendation of the project architect/engineer and the certified inspector, as stated below, the subject project is ready for occupancy.

Signature: _____ Date: 6/23/23

☐ Superintendent ☐ President ☐ Designee

Earlean C. Smiley, Ed.D., Interim Superintendent

Intended Occupancy Date: _____

PROJECT ARCHITECT/ENGINEER AND CERTIFIED INSPECTOR I have inspected the subject project and, to the best of my knowledge and ability, I have determined that the safety systems* and the facility are in compliance with statutes, rules, and codes affecting the health and safety of its occupants; and that no asbestos-containing materials were specified for use in this building, nor to the best of my knowledge were asbestos containing materials used in the construction of this project.

Architect or Engineer of Record:

High Performance Green Building Standard Used [S. 255.2575(2), F.S.] — Rating Achieved

Name (Type or Print)	License #	Expiration Date
Alejandro Orozco	76002	02/28/2025

Signature: _____

☐ Architect ☑ Engineer

Building Official:

Name (Type or Print)	License #	Expiration Date
Perla Tarrau-Ayala	BU1918	11/30/2023

Signature: Perla M. Tarrau-Ayala 5/30/2023

Contractor:

Name (Type or Print)	License #	Expiration Date
Atlas Apex Roofing, LLC	CCC1329972	8/31/24

Threshold Inspector (if applicable):

Name (Type or Print)	License #	Expiration Date

Project Information As-built lowest floor elevation (for new construction) _____

Code/Edition 2017/814 Occupancy Type(s) E Construction Type(s) 1A Occupant Load _____

Automatic Sprinkler System Required ____Y ____N District/Florida College Permit Number 2009110491

Special Permit Stipulations _____

*Safety systems include, but are not limited to: exiting; safety; rescue; fire rating; fire protection; means of egress; master valves; eye wash and dousing shower in science labs; emergency disconnects in shops; fume and dust collection systems; heat and smoke detectors; stage protection including curtain operation, smoke vent, sprinklers, etc., kitchen hood; fire sprinklers; smoke venting; illumination of means of egress; emergency lighting; emergency power; exit lights; fire alarm systems with required incidental functions; fire extinguishers; fuel fired heaters; electrical illumination; electrical system required ventilation; toilet facilities; kitchen hot water supply; water supply; and sewage disposal as they apply to this project.

AECOM 60664331

G14-06 Cert of Occupancy

FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities

CERTIFICATE OF FINAL INSPECTION

TO: Office of Educational Facilities (OEF) 325 West Gaines Street, Room 1054 Tallahassee, Florida 32399-0400 (850) 245-0494 Fax (850) 245-9236 or (850) 245-9304	OEF USE ONLY
INSTRUCTIONS: Submit for OEF files one copy of the completed form for all projects with construction costs exceeding $300,000. Mark the appropriate term within the parentheses. Reproduce this form in sufficient quantity for your use. Section 1013.37(2)(c), F.S.	

RE: P.002861 — OEF Assigned Project Number

School Board of Broward County — (X School District ☐ Florida College)

Deerfield Beach MS Permit # 2009-10491 — (X School Name ☐ Campus)

0911 — (X School ☐ College) Code Number

Roofing Bldgs. 2,5,6 & 7 — Description of Project

SECTION A: BOARD'S ACCEPTANCE

Upon the recommendation of our Project (☐ Architect ☐ Engineer) as certified in Section B below, in accordance with Chapter 1013, F.S., THE BOARD ACCEPTED the above-referenced project on _____, _____

Name (Type or Print) Dr. Peter B. Licata, Superintendent of Schools

Signature: _____ Date: _____, _____
(☐ Superintendent) (☐ President)

SECTION B: (☐ ARCHITECT ☒ ENGINEER) CERTIFICATION

As PROJECT (☐ ARCHITECT ☒ ENGINEER), I have inspected this project and, in my considered professional opinion, the work required by the contract for this project has been completed in accordance with approved contract documents; Chapter 1013, Florida Statutes; Rule 6A-2.0010, FAC; Chapter 553, F.S.; and the Florida Building Code.

Signature: _____ Date: 06/21/2023

Firm Name: Alejandro Orozco P.E., P.C.

Address: 9141 SW 153 Place — Miami — FL — 33196
Street/P.O. Box — City — State — Zip

ALEJANDRO OROZCO LICENSE No. 78062 STATE OF FLORIDA PROFESSIONAL ENGINEER

SECTION C: ☐ Building Official ☐ Other (Specify) Certification _____

I have inspected the project, and in my considered opinion, it is complete and in accordance with applicable statutes, rules, and codes.

Name (Type or Print) Perla Tarrau-Ayala

Signature: _____ Date: 2/5/2022
☒ Building Official ☐ Certified Inspector

SECTION D: FACILITY INFORMATION.

1. TYPE OF PROJECT: ☐ New Plant ☐ Addition ☐ Remodeling ☐ Renovation ☐ _____	2. CORRECTED "SPACE INVENTORY REPORT" (land, building, room) HAS BEEN FILED WITH THE OEF: ☐ Yes ☐ No ☐ N/A If "No," explain: _____
3. SOURCE OF FUNDS: ☐ Local ☐ State ☐ Federal ☐ _____	4. ADJUSTED FINAL CONTRACT AMOUNT: $ 1,663,123.96
	5. PROJECT GROSS SQUARE FOOTAGE: SQ. FT.
	6. COST PER GROSS SQUARE FOOT: $
	7. COST PER STUDENT STATION: $

CERTIFICATE OF FINAL INSPECTION (CFI)

8. BUILDING CONTRACT DATE: 4/25/2022 COMPLETION DATE: 5/30/2023

9. CHANGE ORDERS - List of each Change Order and amount (excluding Direct Purchase amounts).

C.O. No.	$	C.O. No.	$
C.O. No.	$	C.O. No.	$
C.O. No.	$	C.O. No.	$
C.O. No.	$	C.O. No.	$

10. Date of Occupancy:

11. Additional Information:

EXHIBIT 3

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Final Acceptance and Release of Retainage
Atlas Apex Roofing, LLC
Deerfield Beach Middle School
P.002861

School Board Meeting: 01.23.2024

The financial impact of this item is $0.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2023).

There is no impact to the project budget

Department Name	Department Head
Capital Budget	Omar Shim, Director

Omar Shim - 12/05/2023
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	JJ. Capital Program
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-23.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **Final Acceptance and Release of Retainage - Dillard 6-12**

REQUESTED ACTION: **Approve a time extension of 720 days to Substantial Completion, approve a time extension of 10 days between Substantial and Final Completion, and approve the Final Acceptance and Release of Retainage - Dillard 6-12, Project No. P.002811, District 5.**

RATIONALE:

For the Requested Action(s), Background/History, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Closeout Documents
- Collaboration Form

FINANCIAL IMPACT:

The final contract payment for retainage in the amount of $111,691.80 will be released to the contractor. ($17,845.07) will be returned to the Capital Budget Reserve for financial closeout reducing the project budget to $1,132,154.93.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Deborah G. Czubkowski	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Deborah G. Czubkowski, Chief Facilities Officer

Signature

Deborah G. Czubkowski, Chief Facilities Officer

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23

PBL/VSW

EXHIBIT 1

For more information, please contact:
Deborah G. Czubkowski
Chief Facilities Officer
754-321-2659

EXECUTIVE SUMMARY

Final Acceptance and Release of Retainage
Atlas Apex Roofing, LLC
Dillard 6-12, Fort Lauderdale
SMART Re-Roofing Buildings 5 & 6
Project No. P.002811
CSMP Bid ID FY20-130

MASTER PROJECT SUMMARY

Total Project Budget

Construction Budget:	$	1,150,000
Soft Cost Budget:	$	0
(Design, FF&E, IT, Mgmt. Fees, etc.)		
Original D.E.F.P. Budget:	**$**	**1,150,000**
Approved Add. Funding:	$	0
Remaining Budget:	$	(17,845.07)
Current Revised Budget:	**$**	**1,132,154.93**

Total Project Schedule Summary

-Notice To Proceed: 06/10/21

-Actual Substantial Completion Date: 09/28/23

-Actual Final Completion Date: 11/07/23

Change Order Analysis

Consultant Error	0.00%
Consultant Omission	0.00%
Owner's Request	0.00%
Unforeseen	0.00%
Tax Savings from DOP	0.00%
	0.00%

Requested Action

Approve a time extension of 720 days to Substantial Completion; approve a time extension of 10 days between Substantial and Final Completion; approve the Final Acceptance and Release of Retainage.

What would the impact be if the Board voted "yes" or "no" for this Board item?

If yes: The impact of this item, if approved, provides for a construction closeout of this project, and allows for the retainage (final payment) to be released to the contractor.

If no: If this item is not approved, final payment cannot be released to the contractor.

Background/History

The scope of work for the project included the removal and replacement of the existing roofing system for Buildings 5 and 6.

Construction Contract Summary

ORIGINAL BASE CONTRACT:	$	1,132,154.93	120 Days
DIRECT OWNER PURCHASE(S):	$	0.00	0 Days
PREVIOUSLY APPROVED CO'S:	$	0.00	0 Days
CURRENT REQUEST:	$	0.00	720 Days
CURRENT REVISED CONTRACT:	**$**	**1,132,154.93**	**840 Days**

Status of Work:

This project is in the closeout phase.

Release of Retainage:

Item #1 – Retainage Reduction: Release the remainder of retainage in the amount of $111,691.80.

Action Plan:

AECOM recommends granting the Contractor a time extension of 720 days to permit timely Substantial Completion, as well as granting 10 days between Substantial and Final Completion for delays which were not the dault of the Contractor.

The delay to Substantial completion can mostly be attributed to unforeseen supply chain delays associated with the roof tiles. The work was considered cosmetic and actual construction roofing work was completed in a timely manner. This delay was unrelated to the performance of work by the Contractor.

Measurable Outcome(s)/Return on Investment:
This item provides for a construction closeout of this project and allows for the retainage (final payment) to be released to the contractor.

Financial Impact:
The final contract payment for retainage in the amount of $111,691.80 will be released to the contractor. Once approved, this project is ready for financial closeout. A credit of ($17,845.07) for the remaining project funds will be returned to the Capital Budget Reserve and reduce the project budget from $1,150,000 to $1,132,154.93.

EXHIBIT 2

The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351 (754) 321-0505

Document 00640: General Release and Full Release of Lien

KNOW ALL MEN BY THESE PRESENTS,

That the undersigned: **HENRY GEMBALA**

of: **ATLAS APEX ROOFING, LLC** City of: **OAKLAND PARK**

County of: **BROWARD** State of: **FLORIDA**

Herein referred to as "Contractor" executes this General Release and Full Release of Lien in favor of THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA of 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, herein referred to as "The School Board".

In consideration of the sum of:

Written Amount: **One Hundred Eleven Six Hundred Ninety One and 80/00** Dollars

Figures: **$ 111,691.80**

receipt of which from The School Board is hereby acknowledged, Contractor for itself and its successors and assigns, has remised, released, and forever discharged, and by these presents does, for itself and its successors and assigns, does remise, release, acquit, satisfy, and forever discharge The School Board, its successors, employees, administrators and assigns, of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law or in equity, which against The School Board or The School Board's successors, employees, administrators and assigns, Contractor ever had, now has, or over which Contractor's successors and assigns, hereafter can, shall or may have, for upon, or by reason of any matter, cause of thing whatsoever with regard to the project known as:

DILLARD 6-12 BLDG'S 5 & 6

In consideration of the above-said moneys, receipt of which from The School Board is hereby acknowledged, Contractor does hereby release and quit claim to The School Board, its successors and assigns, all claims liens, lien rights, claims or demands of any kind whatsoever which Contractor now has or might have against the building or premises situated at:

2501 NW 11TH STREET, FORT LAUDERDALE, FL 33311

and legally described as:

On account of labor performed and/or material furnished for the construction of any building thereon or in otherwise improving said property situated as above described. The Contractor further certifies that all lienors contracting directly with or directly employed by the Contractor have been paid in full and that all labor and materials furnished for said construction, including subcontractors employed by the undersigned, have been paid in full. The Contractor further authorizes the clerks of the County Records Division of Broward County, Florida to discharge the lien given to the undersigned in a claim of lien recorded in the Official Records of Broward County, Florida at Book_____, Page _____ , executed by:

ATLAS APEX ROOFING, LLC

on this **10th** day of **NOVEMBER** , 20 **23**.

IN WITNESS WHEREOF,

HENRY GREMBALA has hereunto set its hand and seal

on this **10th** day of **NOVEMBER** , 20 **23**.

(Corporate Seal)

Attest:

By: **HENRY GEMBALA** (Seal)

(Secretary)

Notarization

State of: **FLORIDA**)

County of: **BROWARD**)

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

HENRY GEMBALA

who is personally known to me or did produce:

As identification and who did take an oath, acknowledged and subscribed the foregoing General Release and Full Release of Lien for purposes therein expressed.

Notary Public: _____ **Affix Seal**

DIANA MAGLIARISI
Notary Public - State of Florida
Commission # HH 035068
My Comm. Expires Dec 14, 2024
Bonded through National Notary Assn.

Commission Expires on: **12/14/2024**

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, FL 33311
TEL (754) 321-1500 • FAX (754) 321-1501

Reduction of Retainage Certification

Facility: DILLARD 6-12
Project Name: SMART Program Roofing Bldg's 5 & 6
Contractor: ATLAS APEX ROOFING, LLC
Project Manager: STEVE STARKE

Project No.: FY20-130 / P.001726
Date: 11/10/2023
Location No.: 0371
Phase No.:

1. Current Level of Retainage 5 %
2. Proposed Level of Retainage 0 %
3. Retainage Reduction Ratio (RR) 1 %

(Item 1 - Item 2)
Item 1

Company Name of Entity to Receive Reduction of Retainage	Current Total Retainage	RR	Retainage to be Released
ATLAS APEX ROOFING, LLC	$ 111,691.80	1.000	$ 111,691.80
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
Total	**$ 111,691.80**		**$ 111,691.80**

$ 111,691.80	100 %	$ 111,691.80	$ -
Current Total Retainage x	Reduction Ratio =	Retainage to be Released	Retainage Balance

The undersigned hereby certifies that they will release retainage being paid to them by the School Board of Broward County to their various subcontractors in accordance with the schedule above.

Company Name: ATLAS APEX ROOFING, LLC

Authorized Signature

HENRY GEMBALA
Print Name

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

Bond No. PB12270900385

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

TO OWNER:
(Name and address)

The School Board of Broward County, Florida
7720 W Oakland Park Blvd Suite 323
Sunrise, FL 33351

ARCHITECT'S PROJECT NO.: P002811

CONTRACT FOR: Roofing

CONTRACT DATED: June 10, 2021

PROJECT:
(Name and address)

Dillard 6-12 Bldg 5 & 6 Roof Replacement SMART Renovations

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

, SURETY,

on bond of
(Insert name and address of Contractor)

Atlas Apex Roofing, LLC
281 NE 32nd Street
Fort Lauderdale, FL 33334

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

The School Board of Broward County, Florida
7720 W Oakland Park Blvd Suite 323
Sunrise, FL 33351

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: November 14, 2023
(Insert in writing the month followed by the numeric date and year.)

Attest:
(Seal) Margaret A. Schulz

Philadelphia Indemnity Insurance Company
(Surety)

By: Brett Rosenhaus
(Signature of authorized representative)

Brett Rosenhaus Attorney-in-Fact
(Printed name and title)

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Brett Rosenhaus, Richard Zimmerman and Dale Allison Belis of Nielson,Rosenhaus & Associates**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Morgan Knapp, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Sept. 25, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

(Notary Seal)

Notary Public: Morgan Knapp

residing at: Bala Cynwyd, PA

My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 14th day of November, 2023.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

PAYMENTS TO CONTRACTOR DURING CONSTRUCTION

PER STATUTE F.S. 255.078, AND EXCEPT AS PROVIDED BELOW, CONSTRUCTION PAYMENTS ON PROJECTS UP TO FIFTY (50) PERCENT COMPLETION SHALL NOT EXCEED NINETY (90) PERCENT OF THE WORK COMPLETED OR MATERIALS PAID FOR AND PROPERLY STORED ON SITE, OR IN A BONDED WAREHOUSE.

PAYMENTS SHALL BE CONDITIONED UPON OWNER'S REPRESENTATIVE APPROVING PROGRESS OF WORK AND MATERIALS STORED, IN ACCORDANCE WITH THE EXECUTED CONSTRUCTION CONTRACT.

REDUCTION OF RETAINAGE:
PER STATUTE F.S. 255.078, RETAINAGE SHALL BE REDUCED TO FIVE (5) PERCENT AFTER THE PROJECT REACHES FIFTY (50) PERCENT COMPLETION. FURTHER REDUCTION OF RETAINAGE SHALL BE AUTHORIZED ONLY AFTER THE PROJECT ACHIEVES SUBSTANTIAL COMPLETION AND THE CERTIFICATE OF OCCUPANCY OR FORM OEF 110B HAS BEEN FULLY EXECUTED. THE RETAINAGE REDUCTION BELOW FIVE (5) PERCENT SHALL REQUIRE THE RECOMMENDATION OF THE SUPERINTENDENT OR DEPUTY SUPERINTENDENT OF FACILITIES AND CONSTRUCTION MANAGEMENT, AND BE AUTHORIZED BY BOARD ACTION.

REDUCTION OF RETAINAGE ON IDENTIFIABLE PHASED PROJECTS IS PERMITTED, PURSUANT TO THE RULES ABOVE. FOR PHASED PROJECTS, IF THE OVERALL CONTRACT VALUE EXCEEDS THE CONSTRUCTION COST LIMIT PER STATUTE F.S. 287.055; REDUCTION OF RETAINAGE ON INDIVIDUAL PHASES SHALL REQUIRE BOARD APPROVAL.

FINAL PAYMENT OF RETAINAGE:
THE CRITERIA AND CONDITIONS FOR FINAL PAYMENT OF THE RETAINAGE INCLUDE:

1. THE SCHOOL BOARD ACCEPTS THE FACILITY VIA AN EXECUTED FORM 110B.

2. ALL CONTRACTUAL OBLIGATIONS HAVE BEEN COMPLETED.

3. EXECUTED FORM OEF 209, OR WHEN AN OEF 209 IS NOT REQUIRED, CERTIFICATION OF COMPLETION BY THE ARCHITECT OR ENGINEER OF RECORD.

FINAL ACCEPTANCE AND RELEASE OF RETAINAGE ON PROJECTS WITH A CONSTRUCTION COST LIMIT PER F.S. 287.055 SHALL NOT REQUIRE BOARD APPROVAL. APPROVAL SHALL BE GRANTED BY THE DEPUTY SUPERINTENDENT OF FACILITIES AND CONSTRUCITON MANAGEMENT OR DESIGNEE, UPON RECEIPT OF THE EXECUTED CERTIFICATE OF FINAL INSPECTION OR CERTFICATE OF COMPLETION NOTED ABOVE. FOR THE PURPOSES OF THIS RULE, CONSTRUCTION CONTRACTS THAT DO NOT REQUIRE A CERTIFICATE OF OCCUPANCY SHALL BE CERTIFIED AS SUBSTANTIALLY COMPLETE BY THE ARCHITECT OR ENGINEER OF RECORD.

AUTHORITY: F.S. 1001.41 (1) (2)
F.S. 1013.50
F.S. 218.735 (8)
F.S. 255.078
F.S. 287.055
POLICY ADOPTED: 1/21/82; 5/19/88; 1/16/07

Return completed form as needed to:
Office of Educational Facilities
325 West Gaines Street, Room 1054
Tallahassee, Florida 32399-0400
(850) 245-0494
Fax (850) 245-9236 or (850) 245-9304

FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities

CERTIFICATE OF OCCUPANCY

OEF USE ONLY

INSTRUCTIONS: Submit one copy of the completed form for each project over $300,000. Reproduce this form in sufficient quantity for your use.

DOCUMENT CONTROL
RECEIVED/SCANNED
November 10 2023
AECOM
Broward County Schools

RE: Broward County Public Schools (x School District ☐ Florida College)

Dillard 6-12 (x School Name ☐ Campus)

Roofing Buildings 5 & 6 Description of Project

P.002811 EFIS Number (if applicable)

In accordance with Section 1013.37(2)(c), Florida Statutes, and upon recommendation of the project architect/engineer and the certified inspector, as stated below, the subject project is ready for occupancy.

Signature: Peter B Licata Date: 10/30/23

☑ Superintendent ☐ President ☐ Designee

Dr. Peter B. Licata

Intended Occupancy Date: _____

PROJECT ARCHITECT/ENGINEER AND CERTIFIED INSPECTOR I have inspected the subject project and, to the best of my knowledge and ability, I have determined that the safety systems* and the facility are in compliance with statutes, rules, and codes affecting the health and safety of its occupants; and that no asbestos-containing materials were specified for use in this building, nor to the best of my knowledge were asbestos-containing materials used in the construction of this project.

Architect or Engineer of Record:

High Performance Green Building Standard Used [S. 255.2575(2), F.S.] Rating Achieved

ALVARO MEJIA — Name (Type or Print)
69771 — License #
FEB/28/2025 — Expiration Date

Signature: Alvaro Mejia August-1st-2023.

☐ Architect ☑ Engineer

ALVARO DANILO MEJIA LICENSE No. 69771 STATE OF FLORIDA PROFESSIONAL ENGINEER

Building Official:

Perla Tarrau-Ayala — Name (Type or Print)
BU1918 — License #
11/30/2025 — Expiration Date

Signature: Perla M. Tarrau-Ayala 9/28/2023

Contractor:

Atlas Apex Roofing, LLC — Name (Type or Print)
CCC1329972 — License #
8/31/24 — Expiration Date

Threshold Inspector (if applicable):

Name (Type or Print) License # Expiration Date

Project Information As-built lowest floor elevation (for new construction) _____

Code/Edition 2017/814 Occupancy Type(s) E Construction Type(s) 1A Occupant Lo

Automatic Sprinkler System Required ____Y ____N District/Florida College Permit Number 2003710037

Special Permit Stipulations _____

*Safety systems include, but are not limited to: exiting; safety; rescue; fire rating; fire protection; means of egress; master valves; eye wash and dousing shower in science labs; emergency disconnects in shops; fume and dust collection systems; heat and smoke detectors, stage protection including curtain operation, smoke vent, sprinklers, etc.; kitchen hood; fire sprinklers; smoke venting; illumination of means of egress; emergency lighting; emergency power; exit lights; fire alarm systems with required incidental functions; fire extinguishers; fuel fired heaters; electrical illumination; electrical system required ventilation; toilet facilities; kitchen hot water supply; water supply; and sewage disposal as they apply to this project.

AECOM 6066433 G14-06 - CertOccupy

FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities

CERTIFICATE OF FINAL INSPECTION

TO: Office of Educational Facilities (OEF) 325 West Gaines Street, Room 1054 Tallahassee, Florida 32399-0400 (850) 245-0494 Fax (850) 245-9236 or (850) 245-9304	OEF USE ONLY
INSTRUCTIONS: Submit for OEF files one copy of the completed form for all projects with construction costs exceeding $300,000. Mark the appropriate term within the parentheses. Reproduce this form in sufficient quantity for your use. Section 1013.37(2)(c), F.S.	

RE: P.002811 — OEF Assigned Project Number

School Board of Broward County — (X School District □ Florida College)

Dillard 6-12 — (X School Name □ Campus)

Location # 0371 Permit # 2003710037 — (X School □ College) Code Number

SMART Program Renovations Roofing Buildings 5 & 6 — Description of Project

SECTION A: BOARD'S ACCEPTANCE

Upon the recommendation of our Project (□ Architect □ Engineer) as certified in Section B below, in accordance with Chapter 1013, F.S., THE BOARD ACCEPTED the above-referenced project on _____, _____

Name (Type or Print) Dr. Peter B. Licata Superintendent of Schools

Signature: _____ Date: _____, _____
(X Superintendent □ President)

SECTION B: (□ ARCHITECT ✓ ENGINEER) CERTIFICATION

As PROJECT (□ ARCHITECT ✓ ENGINEER), I have inspected this project and, in my considered professional opinion, the work required by the contract for this project has been completed in accordance with approved contract documents; Chapter 1013, Florida Statutes; Rule 6A-2.0010, FAC; Chapter 553, F.S.; and the Florida Building Code.

Signature: _____ Date: Oct-30th-2023.

Firm Name: UNIVERSAL TESTING ENGINEERING, LLC.

Address: 281 NE 32nd St (Street/P.O. Box) Oakland park (City) Florida (State) 33334 (Zip)

SECTION C: □ Building Official □ Other (Specify) Certification

I have inspected the project, and in my considered opinion it is complete and in accordance with applicable statutes, rules, and codes.

Name (Type or Print) Perla Tarrau-Ayala

Signature: _____ Date: 11/7/2023
□ Building Official □ Certified Inspector

SECTION D: FACILITY INFORMATION.

1. TYPE OF PROJECT: □ New Plant □ Addition □ Remodeling □ Renovation □ _____	2. CORRECTED "SPACE INVENTORY REPORT" (land, building, room) HAS BEEN FILED WITH THE OEF: □ Yes □ No □ N/A If "No," explain: _____
3. SOURCE OF FUNDS: □ Local □ State □ Federal □ _____	4. ADJUSTED FINAL CONTRACT AMOUNT: $ 1,132,154.93
	5. PROJECT GROSS SQUARE FOOTAGE: SQ. FT.
	6. COST PER GROSS SQUARE FOOT: $
	7. COST PER STUDENT STATION: $

CERTIFICATE OF FINAL INSPECTION (CFI)

8. BUILDING CONTRACT DATE: _____ COMPLETION DATE: _____

9. CHANGE ORDERS - List of each Change Order and amount (excluding Direct Purchase amounts).

C.O. No. _____ $ _____ C.O. No. _____ $ _____

C.O. No. _____ $ _____ C.O. No. _____ $ _____

C.O. No. _____ $ _____ C.O. No. _____ $ _____

C.O. No. _____ $ _____ C.O. No. _____ $ _____

10. Date of Occupancy: _____

_____

11. Additional Information:

EXHIBIT 3

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Final Acceptance and Release of Retainage
Atlas Apex Roofing, LLC
Dillard 6-12 School (f.k.a. Dillard High School)
P.002811

School Board Meeting: 01.23.2024

The financial impact of this item is $0.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2023).

There is no impact to the project budget

Department Name	Department Head
Capital Budget	Omar Shim, Director

Omar Shim - 11/30/2023
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	JJ. Capital Program
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-24.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **Final Acceptance and Release of Retainage - Marjory Stoneman Douglas HS**

REQUESTED ACTION: **Approve a time extension of 8 days to Substantial Completion, approve a time extension of 842 days between Substantial and Final Completion, and approve the Final Acceptance and Release of Retainage - Marjory Stoneman Douglas High School, New Addition to Replace Building 12, Project No. P.002185, District 4.**

RATIONALE:

For the Requested Action(s), Background/History, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Closeout Documents
- Collaboration Form

FINANCIAL IMPACT:

The final contract payment for retainage in the amount of $87,925.63 will be released to the contractor.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Deborah G. Czubkowski	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Deborah G. Czubkowski, Chief Facilities Officer

Signature

Deborah G. Czubkowski, Chief Facilities Officer

Electronic Signature

Form $4189 Revised 7/23

PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

EXHIBIT 1

For more information, please contact:
Deborah G. Czubkowski
Chief Facilities Officer
754-321-2659

EXECUTIVE SUMMARY

Final Acceptance and Release of Retainage
James B. Pirtle Construction Company, Inc.
Zyscovich, LLC
Marjory Stoneman Douglas High School, Parkland
New Addition to Replace Building 12
Project No. P.002185
RFQ 19-063C

MASTER PROJECT SUMMARY

Total Project Budget

Construction Budget:	$	14,198,000
Soft Cost Budget:	$	3,802,000
(Design, FF&E, IT, Mgmt. Fees, etc.)		
Original D.E.F.P. Budget:	**$**	**18,000,000**
Reallocated Funding:	$	(780,578)
New Funding Request:	$	0
Current Revised Budget:	**$**	**17,219,422**

Total Project Schedule Summary

-Notice To Proceed: 07/01/19

-Actual Substantial Completion Date: 08/13/20

-Actual Final Completion Date: 02/01/23

Change Order Analysis

Consultant Error	0.62%
Consultant Omission	0.07%
Owner's Request	-0.52%
Unforeseen	-4.51%
Tax Savings from DOP	-0.56%
Total	**-4.90%**

Requested Action

Approve a time extension of 8 days to Substantial Completion; approve a time extension of 842 days between Substantial and Final Completion; approve the Final Acceptance and Release of Retainage.

What would the impact be if the Board voted "yes" or "no" for this Board item?

If yes: The impact of this item, if approved, provides for a construction closeout of this project, and allows for the retainage (final payment) to be released to the contractor.

If no: If this item is not approved, final payment cannot be released to the contractor.

Background/History

The scope of work for the project included the replacement of the existing Building 12 with a new 30-classroom addition.

Construction Contract Summary

ORIGINAL BASE CONTRACT:	$	12,613,478.00	365 Days
DIRECT OWNER PURCHASE(S):	$	(1,236,677.85)	0 Days
PREVIOUSLY APPROVED CO'S:	$	(618,237.45)	36 Days
CURRENT REQUEST:	$	0.00	8 Days
CURRENT REVISED CONTRACT:	**$**	**10,758,562.70**	**409 Days**

Status of Work:

This project is in the closeout phase.

Release of Retainage:

Item #1 – Retainage Reduction: Release the remainder of retainage in the amount of $87,925.63.

Action Plan:

AECOM recommends granting the Contractor a time extension of 8 days to permit timely Substantial Completion, as well as granting 842 days between Substantial and Final Completion for delays which were not the fault of the Contractor.

The delay between Substantial and Final completion can mostly be attributed to site work being completed by the District. This work was required to be completed before the Contractor was able to complete the remaining scope of work on the project. This delay was unrelated to the performance of work by the Contractor.

Measurable Outcome(s)/Return on Investment:
This item provides for a construction closeout of this project and allows for the retainage (final payment) to be released to the contractor.

Financial Impact:
There is no budget or spending authority impact for this item. The final contract payment for retainage in the amount of $87,925.63 will be released to the contractor.

EXHIBIT 2

The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351 (754) 321-0505

Document 00640: General Release and Full Release of Lien

KNOW ALL MEN BY THESE PRESENTS,

That the undersigned: **Mike Geary, President**
of: **James B. Pirtle Construction Co., Inc. dba Pirtle Construction Company** City of: **Fort Lauderdale**

County of: **Broward** State of: **Florida**

Herein referred to as "Contractor" executes this General Release and Full Release of Lien in favor of THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA of 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, herein referred to as "The School Board".

In consideration of the sum of:

Written Amount: **Eighty-Seven Thousand Nine Hundred Twenty Five Dollars and 63/100** Dollars

Figures: **$ 87,925.63**

receipt of which from The School Board is hereby acknowledged, Contractor for itself and its successors and assigns, has remised, released, and forever discharged, and by these presents does, for itself and its successors and assigns, does remise, release, acquit, satisfy, and forever discharge The School Board, its successors, employees, administrators and assigns, of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law or in equity, which against The School Board or The School Board's successors, employees, administrators and assigns, Contractor ever had, now has, or over which Contractor's successors and assigns, hereafter can, shall or may have, for upon, or by reason of any matter, cause of thing whatsoever with regard to the project known as:

Marjory Stoneman Douglas High School
New Addition to Replace Building 12 **P.002185**
(Project Name) (Project Number)

In consideration of the above-said moneys, receipt of which from The School Board is hereby acknowledged, Contractor does hereby release and quit claim to The School Board, its successors and assigns, all claims liens, lien rights, claims or demands of any kind whatsoever which Contractor now has or might have against the building or premises situated at:

5901 NW Pine Island Road, Coral Springs FL 33076

and legally described as:

Marjory Stoneman Douglas High School

On account of labor performed and/or material furnished for the construction of any building thereon or in otherwise improving said property situated as above described. The Contractor further certifies that all lienors contracting directly with or directly employed by the Contractor have been paid in full and that all labor and materials furnished for said construction, including subcontractors employed by the undersigned, have been paid in full. The Contractor further authorizes the clerks of the County Records Division of Broward County, Florida to discharge the lien given to the undersigned in a claim of lien recorded in the Official Records of Broward County, Florida at Book **N/A**, Page **N/A** , executed by:

_____

on this _____ day of _____ , 20 .

IN WITNESS WHEREOF,

Mike Geary, President has hereunto set its hand and seal

on this **11th** day of **December** , 20 **23**.

(Corporate Seal)

Attest:

Darrell Lipman (Secretary)

James B. Pirtle Construction Co., Inc. dba Pirtle Construction Company

By: Mike Geary, President

Notarization

State of: Florida)

County of: Broward)

Sworn to and subscribed before me, the undersigned authority, by Mike Geary, President

who is personally known to me or did produce: _____

As identification and who did take an oath, acknowledged and subscribed the foregoing General Release and Full Release of Lien for purposes therein expressed.

Notary Public: Merrie P Thompson **Affix Seal**

Commission Expires on: Sept. 25, 2024

MERRIE P. THOMPSON
Commission # HH 036122
Expires September 25, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, FL 33311
TEL (754) 321-1500 • FAX (754) 321-1501

Reduction of Retainage Certification

Facility:	Marjory Stoneman Douglas High School	**Project**	P.002185
Project Name:	Marjory Stoneman Douglas HS - New Addition to Replace Bldg. 12		
Contractor:	James B. Pirtle Construction Co., Inc.	**Date:**	2-Nov-23
Project Manager:		**Locatio**	3011
		Phase N	7-Final Completion

1. Current Level of Retainage 1 **%**
2. Proposed Level of Retainage 0 **%**
3. Retainage Reduction Ratio (RR) 1 **%** (Item 1 - Item 2) / Item 1

Company Name of Entity to Receive Reduction of Retainage	Current Total Retainage	RR	Retainage to be Released
James B. Pirtle Construction Co., Inc.	$ 87,925.63	1.000	$ 87,925.63
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
Total	**$ 87,925.63**		**$ 87,925.63**

$ 87,925.63		1 %		$ 87,925.63		$0.00
Current Total Retainage	x	Reduction Ratio	=	Retainage to be Released		Retainage Balance

The undersigned hereby certifies that they will release retainage being paid to them by the School Board of Broward County to their various subcontractors in accordance with the schedule above.

Company Name: James B. Pirtle Construction Co., Inc. dba Pirtle Construction Company

Mike Geary

Authorized Signature

Mike Geary, President

Print Name

CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER

AIA DOCUMENT G707 A Bond No. 107095715

PROJECT: Marjory Stoneman Douglas High School - New Classroom Building Replacement - P.002185
(name, address) 5901 Pine Island Road, Parkland, FL 33076

TO (Owner)

The School Board of Broward County, FL

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Marjory Stoneman Douglas High School New Classroom Building Replacement P.002185

CONTRACT DATE:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety as it appears in the bond.)

Travelers Casualty and Surety Company of America
One Tower Square, Hartford , SURETY,

on bond of (here insert name and address of Contractor as it appears in the bond)

James B. Pirtle Construction Co., Inc. dba Pirtle Construction Company
500 W Cypress Creek Rd., Suite 100, Ft. Lauderdale, FL 33309 , CONTRACTOR,

hereby approves the reduction in or partial release of retainage to the Contractor as follows:

Reduction in retainage from 1% to 0%

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety of any of its obligations to (here insert the name and address of Owner)

The School Board of Broward County, FL
7720 W Oakland Park Blvd., Suite 323
Sunrise, FL 33351 , OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF, Travelers Casualty and Surety Company of America
the Surety has hereunto set its hand this 2 day of November, 2023

Travelers Casualty and Surety Company of America
Surety

Attest:
(Seal):

William L. Parker Attorney-in-Fact
Title Surety Phone No. (860)277.0111

TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **William L. Parker** of **MIAMI**, **Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA HARTFORD, CONN. | TRAVELERS CASUALTY AND SURETY COMPANY HARTFORD, CONN. | ST. PAUL FIRE AND MARINE INSURANCE COMPANY CORPORATE SEAL

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 2 day of November, 2023.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA HARTFORD, CONN. | TRAVELERS CASUALTY AND SURETY COMPANY HARTFORD, CONN. | ST. PAUL FIRE AND MARINE INSURANCE COMPANY CORPORATE SEAL

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

PAYMENTS TO CONTRACTOR DURING CONSTRUCTION

PER STATUTE F.S. 255.078, AND EXCEPT AS PROVIDED BELOW, CONSTRUCTION PAYMENTS ON PROJECTS UP TO FIFTY (50) PERCENT COMPLETION SHALL NOT EXCEED NINETY (90) PERCENT OF THE WORK COMPLETED OR MATERIALS PAID FOR AND PROPERLY STORED ON SITE, OR IN A BONDED WAREHOUSE.

PAYMENTS SHALL BE CONDITIONED UPON OWNER'S REPRESENTATIVE APPROVING PROGRESS OF WORK AND MATERIALS STORED, IN ACCORDANCE WITH THE EXECUTED CONSTRUCTION CONTRACT.

REDUCTION OF RETAINAGE:
PER STATUTE F.S. 255.078, RETAINAGE SHALL BE REDUCED TO FIVE (5) PERCENT AFTER THE PROJECT REACHES FIFTY (50) PERCENT COMPLETION. FURTHER REDUCTION OF RETAINAGE SHALL BE AUTHORIZED ONLY AFTER THE PROJECT ACHIEVES SUBSTANTIAL COMPLETION AND THE CERTIFICATE OF OCCUPANCY OR FORM OEF 110B HAS BEEN FULLY EXECUTED. THE RETAINAGE REDUCTION BELOW FIVE (5) PERCENT SHALL REQUIRE THE RECOMMENDATION OF THE SUPERINTENDENT OR DEPUTY SUPERINTENDENT OF FACILITIES AND CONSTRUCTION MANAGEMENT, AND BE AUTHORIZED BY BOARD ACTION.

REDUCTION OF RETAINAGE ON IDENTIFIABLE PHASED PROJECTS IS PERMITTED, PURSUANT TO THE RULES ABOVE. FOR PHASED PROJECTS, IF THE OVERALL CONTRACT VALUE EXCEEDS THE CONSTRUCTION COST LIMIT PER STATUTE F.S. 287.055; REDUCTION OF RETAINAGE ON INDIVIDUAL PHASES SHALL REQUIRE BOARD APPROVAL.

FINAL PAYMENT OF RETAINAGE:
THE CRITERIA AND CONDITIONS FOR FINAL PAYMENT OF THE RETAINAGE INCLUDE:

1. THE SCHOOL BOARD ACCEPTS THE FACILITY VIA AN EXECUTED FORM 110B.

2. ALL CONTRACTUAL OBLIGATIONS HAVE BEEN COMPLETED.

3. EXECUTED FORM OEF 209, OR WHEN AN OEF 209 IS NOT REQUIRED, CERTIFICATION OF COMPLETION BY THE ARCHITECT OR ENGINEER OF RECORD.

FINAL ACCEPTANCE AND RELEASE OF RETAINAGE ON PROJECTS WITH A CONSTRUCTION COST LIMIT PER F.S. 287.055 SHALL NOT REQUIRE BOARD APPROVAL. APPROVAL SHALL BE GRANTED BY THE DEPUTY SUPERINTENDENT OF FACILITIES AND CONSTRUCITON MANAGEMENT OR DESIGNEE, UPON RECEIPT OF THE EXECUTED CERTIFICATE OF FINAL INSPECTION OR CERTFICATE OF COMPLETION NOTED ABOVE. FOR THE PURPOSES OF THIS RULE, CONSTRUCTION CONTRACTS THAT DO NOT REQUIRE A CERTIFICATE OF OCCUPANCY SHALL BE CERTIFIED AS SUBSTANTIALLY COMPLETE BY THE ARCHITECT OR ENGINEER OF RECORD.

AUTHORITY: F.S. 1001.41 (1) (2)
F.S. 1013.50
F.S. 218.735 (8)
F.S. 255.078
F.S. 287.055
POLICY ADOPTED: 1/21/82; 5/19/88; 1/16/07

Return completed form as needed to:
Office of Educational Facilities
325 West Gaines Street, Room 1054
Tallahassee, Florida 32399-0400
(850) 245-0494
Fax (850) 245-9236 or (850) 245-9304

FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities

CERTIFICATE OF OCCUPANCY

OEF USE ONLY

INSTRUCTIONS: Submit one copy of the completed form for each project over $300,000. Reproduce this form in sufficient quantity for your use.

RE: **School Board of Broward County** (X School District □Florida College)

Marjory Stoneman Douglas High School, 5901 Pine Island Road, Parkland, FL 33067 (X School Name □ Campus)

P.002185- New Classroom Building 15 Description of Project

Location Site #3011 EFIS Number (if applicable)

In accordance with Section 1013.37(2)(c), Florida Statutes, and upon recommendation of the project architect/engineer and the certified inspector, as stated below, the subject project is ready for occupancy.

Signature: Robert W. Runcie Date: 9/22/2020
X Superintendent □ President □ Designee

Intended Occupancy Date: **August 12, 2020**

PROJECT ARCHITECT/ENGINEER AND CERTIFIED INSPECTOR I have inspected the subject project and, to the best of my knowledge and ability, I have determined that the safety systems* and the facility are in compliance with statutes, rules, and codes affecting the health and safety of its occupants; and that no asbestos-containing materials were specified for use in this building, nor to the best of my knowledge were asbestos containing materials used in the construction of this project.

Architect or Engineer of Record: **Zyscovich Architects, Inc.**

N/A
High Performance Green Building Standard Used [S. 255.2575(2), F.S.]

N/A
Rating Achieved

Jose Murguido
Name (Type or Print)

AR0010670
License #

2/28/2021
Expiration Date

Signature:
X Architect □ Engineer

RECEIVED
AUG 24 2020
HEERY
Broward County Schools

Building Official:

~~**Robert Hamberger**~~ Ramiro Moreno
Name (Type or Print)

~~**BU1112**~~ BU1651
License #

11/30/2021
Expiration Date

Signature: For RPH 8/13/20

Contractor:

Pirtle Construction Company
Name (Type or Print)

CGC055033
License #

08/31/2020
Expiration Date

Threshold Inspector (if applicable):

N/A
Name (Type or Print)

License #

Expiration Date

Project Information As-built lowest floor elevation (for new construction) _____

Code/Edition **2017 FBC** Occupancy Type(s)_____ Construction Type(s)_____ Occupant Load _____

Automatic Sprinkler System Required (x) Y, __ N District/Florida College Permit Number 1730110725

Special Permit 1730110298 Stipulations

*Safety systems include, but are not limited to: exiting; safety; rescue; fire rating; fire protection; means of egress; master valves; eye wash and dousing shower in science labs; emergency disconnects in shops; fume and dust collection systems; heat and smoke detectors, stage protection including curtain operation, smoke vent, sprinklers, etc.; kitchen hood; fire sprinklers; smoke venting; illumination of means of egress; emergency lighting; emergency power; exit lights; fire alarm systems with required incidental functions; fire extinguishers; fuel fired heaters; electrical illumination; electrical system required ventilation; toilet facilities; kitchen hot water supply; water supply; and sewage disposal as they apply to this project.

FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities

CERTIFICATE OF FINAL INSPECTION

TO: Office of Educational Facilities (OEF) 325 West Gaines Street, Room 1054 Tallahassee, Florida 32399-0400 (850) 245-0494 Fax (850) 245-9236 or (850) 245-9304	OEF USE ONLY
INSTRUCTIONS: Submit for OEF files one copy of the completed form for all projects with construction costs exceeding $300,000. Mark the appropriate term within the parentheses. Reproduce this form in sufficient quantity for your use. Section 1013.37(2)(c), F.S.	

RE: P.002185 — OEF Assigned Project Number

School Board of Broward County — (X School District ☐ Florida College)

Marjory Stoneman Douglas HS, 5901 Pine Island Road, Parkland, FL 33067 — (X School Name ☐ Campus)

#3011 — (X School ☐ College) Code Number

New Classroom Building 1 Permit # 1730110725 — Description of Project

Roofing 1730110298

SECTION A: BOARD'S ACCEPTANCE

Upon the recommendation of our Project (☐ Architect ☐ Engineer) as certified in Section B below, in accordance with Chapter 1013, F.S., THE BOARD ACCEPTED the above-referenced project on _____, _____

Name (Type or Print) _____

Signature: _____ Date: _____, _____
(☐ Superintendent ☐ President)

SECTION B: (X ARCHITECT ☐ ENGINEER) CERTIFICATION

As PROJECT (X ARCHITECT ☐ ENGINEER), I have inspected this project and, in my considered professional opinion, the work required by the contract for this project has been completed in accordance with approved contract documents; Chapter 1013, Florida Statutes; Rule 6A-2.0010, FAC; Chapter 553, F.S.; and the Florida Building Code.

Signature: _____ Date: March 7, 2022

Firm Name: Zyscovich, Inc.

Address: 100 Biscayne Blvd. 27th Fl (Street/P.O. Box) Miami (City) FL (State) 33132 (Zip)

STATE OF FLORIDA — JOSE L. MURGUIDO — AR0010670 — REGISTERED ARCHITECT

SECTION C: ☐ Building Official ☐ Other (Specify) Certification _____

I have inspected the project, and in my considered opinion, it is complete and in accordance with applicable statutes, rules, and codes.

Name (Type or Print) Perla Tarrau-Ayala

Signature: _____ Date: 2/1/2023
☐ Building Official ☐ Certified Inspector

SECTION D: FACILITY INFORMATION.

1. TYPE OF PROJECT: (X New Plant ☐ Addition ☐ Remodeling ☐ Renovation ☐ _____	2. CORRECTED "SPACE INVENTORY REPORT" (land, building, room) HAS BEEN FILED WITH THE OEF: ☐ Yes ☐ No (X N/A If "No," explain: _____
3. SOURCE OF FUNDS: ☐ Local (X State ☐ Federal ☐ _____	4. ADJUSTED FINAL CONTRACT AMOUNT: $12,466,939.97
	5. PROJECT GROSS SQUARE FOOTAGE: 44,480 SQ. FT.
	6. COST PER GROSS SQUARE FOOT: $ 280.00
	7. COST PER STUDENT STATION: $ 10,136.00

CERTIFICATE OF FINAL INSPECTION (CFI)

8. BUILDING CONTRACT DATE: _____ COMPLETION DATE: _____

9. CHANGE ORDERS - List of each Change Order and amount (excluding Direct Purchase amounts).

C.O. No. 1	$ 36,514.00	C.O. No. 5	$ (568,589.26)
C.O. No. 2	$ 75,848.00	C.O. No.	$
C.O. No. 3	$ 3,608.00	C.O. No.	$
C.O. No. 4	$ (22,076)	C.O. No.	$

10. Date of Occupancy: _____

11. Additional Information:

EXHIBIT 3

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Final Acceptance and Release of Retainage
James B. Pirtle Construction Company, Inc.
Marjory Stoneman Douglas High School
P.002185

School Board Meeting: 01.23.2024

The financial impact of this item is $0.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2023).

There is no impact to the project budget

Department Name	Department Head
Capital Budget	Omar Shim, Director

Omar Shim - 12/13/2023
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	JJ. Capital Program
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-25.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **Final Acceptance and Release of Retainage - Welleby ES**

REQUESTED ACTION: **Approve a time extension of 66 days to Substantial Completion, approve a time extension of 19 days between Substantial and Final Completion, and approve the Final Acceptance and Release of Retainage - Welleby Elementary School, Project No. P.002114, District 5.**

RATIONALE:

For the Requested Action(s), Background/History, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Closeout Documents
- Collaboration Form

FINANCIAL IMPACT:

The final contract payment for retainage in the amount of $68,535.85 will be released to the contractor.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Deborah G. Czubkowski	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Deborah G. Czubkowski, Chief Facilities Officer

Signature

Deborah G. Czubkowski, Chief Facilities Officer

Electronic Signature

Form $4189 Revised 7/23

PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

EXHIBIT 1

For more information, please contact:
Deborah G. Czubkowski
Chief Facilities Officer
754-321-2659

EXECUTIVE SUMMARY

Final Acceptance and Release of Retainage
Atlas Apex Roofing, LLC
Welleby Elementary School, Sunrise
SMART Re-Roofing
Project No. P.002114
CSMP Bid ID FY20-130

MASTER PROJECT SUMMARY

Total Project Budget

Construction Budget:	$	2,127,511
Soft Cost Budget:	$	647,489
(Design, FF&E, IT, Mgmt. Fees, etc.)		
Original D.E.F.P. Budget:	**$**	**2,775,000**
Approved Add. Funding:	$	2,046,200
(JJ-24, 05/17/22)		
New Funding Request:	$	0
Current Revised Budget:	**$**	**4,821,200**

Total Project Schedule Summary

-Notice To Proceed: 08/10/22

-Actual Substantial Completion Date: 06/12/23

-Actual Final Completion Date: 07/31/23

Change Order Analysis

Consultant Error	0.00%
Consultant Omission	0.00%
Owner's Request	0.00%
Unforeseen	0.00%
Tax Savings from DOP	-1.31%
	-1.31%

Requested Action

Approve a time extension of 66 days to Substantial Completion; approve a time extension of 19 days between Substantial and Final Completion; approve the Final Acceptance and Release of Retainage.

What would the impact be if the Board voted "yes" or "no" for this Board item?

If yes: The impact of this item, if approved, provides for a construction closeout of this project, and allows for the retainage (final payment) to be released to the contractor.

If no: If this item is not approved, final payment cannot be released to the contractor.

Background/History

The scope of work for the project included the removal and replacement of the existing roofing system for Buildings 1, 2, 4, 5, and 6, as well as the repair of the existing aluminum-covered walkways.

Construction Contract Summary

ORIGINAL BASE CONTRACT:	$	1,783,044.00	240 Days
DIRECT OWNER PURCHASE(S):	$	(388,893.50)	0 Days
PREVIOUSLY APPROVED CO'S:	$	(23,433.61)	0 Days
CURRENT REQUEST:	$	0.00	66 Days
CURRENT REVISED CONTRACT:	**$**	**1,370,716.89**	**306 Days**

Status of Work:

This project is in the closeout phase.

Release of Retainage:

Item #1 – Retainage Reduction: Release the remainder of retainage in the amount of $68,535.85.

Action Plan:

AECOM recommends granting the Contractor a time extension of 66 days to permit timely Substantial Completion, as well as granting 19 days between Substantial and Final Completion for delays which were not the fault of the Contractor.

Measurable Outcome(s)/Return on Investment:

This item provides for a construction closeout of this project and allows for the retainage (final payment) to be released to the contractor.

Financial Impact:

There is no budget or spending authority impact for this item. The final contract payment for retainage in the amount of $68,535.85 will be released to the contractor.

EXHIBIT 2

The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351 (754) 321-0505

Document 00640: General Release and Full Release of Lien

KNOW ALL MEN BY THESE PRESENTS,

That the undersigned: **HENRY GEMBALA**

of: **ATLAS APEX ROOFING, LLC** City of: **OAKLAND PARK**

County of: **BROWARD** State of: **FLORIDA**

Herein referred to as "Contractor" executes this General Release and Full Release of Lien in favor of THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA of 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, herein referred to as "The School Board".

In consideration of the sum of:

Written Amount: **Sixty Eight Thousand Five Hundred Thirty Five and 85/00** Dollars

Figures: $ **68,535.85**

receipt of which from The School Board is hereby acknowledged, Contractor for itself and its successors and assigns, has remised, released, and forever discharged, and by these presents does, for itself and its successors and assigns, does remise, release, acquit, satisfy, and forever discharge The School Board, its successors, employees, administrators and assigns, of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law or in equity, which against The School Board or The School Board's successors, employees, administrators and assigns, Contractor ever had, now has, or over which Contractor's successors and assigns, hereafter can, shall or may have, for upon, or by reason of any matter, cause of thing whatsoever with regard to the project known as:

WELLEBY ELEMENTARY SCHOOL

In consideration of the above-said moneys, receipt of which from The School Board is hereby acknowledged, Contractor does hereby release and quit claim to The School Board, its successors and assigns, all claims liens, lien rights, claims or demands of any kind whatsoever which Contractor now has or might have against the building or premises situated at:

3230 N. NOB HILL RD, SUNRISE, FL 33351

and legally described as:

On account of labor performed and/or material furnished for the construction of any building thereon or in otherwise improving said property situated as above described. The Contractor further certifies that all lienors contracting directly with or directly employed by the Contractor have been paid in full and that all labor and materials furnished for said construction, including subcontractors employed by the undersigned, have been paid in full. The Contractor further authorizes the clerks of the County Records Division of Broward County, Florida to discharge the lien given to the undersigned in a claim of lien recorded in the Official Records of Broward County, Florida at Book_____, Page _____ , executed by:

ATLAS APEX ROOFING, LLC

on this **10th** day of **NOVEMBER** , 20 **23**.

IN WITNESS WHEREOF,

HENRY GREMBALA has hereunto set its hand and seal

on this **10th** day of **NOVEMBER** , 20 **23**.

(Corporate Seal)

Attest:

By: **HENRY GEMBALA** (Seal)

(Secretary)

Notarization

State of: **FLORIDA**)

County of: **BROWARD**)

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

HENRY GEMBALA

who is personally known to me or did produce:

As identification and who did take an oath, acknowledged and subscribed the foregoing General Release and Full Release of Lien for purposes therein expressed.

Notary Public: **Affix Seal**

Commission Expires on: **12/14/2024**

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, FL 33311
TEL (754) 321-1500 • FAX (754) 321-1501

Reduction of Retainage Certification

Facility: WELLEBY ELEMENTARY SCHOOL
Project Name: SMART Program Roofing Bldg's 1,2,4,5,6 & Walkways
Contractor: ATLAS APEX ROOFING, LLC
Project Manager: RICHARD ESPINOZA

Project No.: P.002114-RC1
Date: 11/10/2023
Location No.: 2881
Phase No.:

1. Current Level of Retainage 5 %
2. Proposed Level of Retainage 0 %
3. Retainage Reduction Ratio (RR) 1 %

(Item 1 - Item 2) / Item 1

Company Name of Entity to Receive Reduction of Retainage	Current Total Retainage	RR	Retainage to be Released
ATLAS APEX ROOFING, LLC	$ 68,535.85	1.000	$ 68,535.85
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
Total	**$ 68,535.85**		**$ 68,535.85**

$ 68,535.85		1 %		$ 68,535.85		$ -
Current Total Retainage	x	Reduction Ratio	=	Retainage to be Released		Retainage Balance

The undersigned hereby certifies that they will release retainage being paid to them by the School Board of Broward County to their various subcontractors in accordance with the schedule above.

Company Name: ATLAS APEX ROOFING, LLC

Authorized Signature

HENRY GEMBALA
Print Name

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

Bond No. PB12270900464

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

TO OWNER:
(Name and address)

School Board Broward County
7720 West Oakland Park Boulevard
Sunrise, FL 33351

ARCHITECT'S PROJECT NO.: P.002114-RC1

CONTRACT FOR: Roofing

CONTRACT DATED: August 10, 2022

PROJECT:
(Name and address)

Welleby ES, BLDGS. 1, 2,4, 5, 6 & Walkways

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

, SURETY,

on bond of
(Insert name and address of Contractor)

Atlas Apex Roofing, LLC
281 NE 32nd Street
Fort Lauderdale, FL 33334

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

School Board Broward County
7720 West Oakland Park Boulevard
Sunrise, FL 33351

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 12, 2023
(Insert in writing the month followed by the numeric date and year.)

Philadelphia Indemnity Insurance Company
(Surety)

By: Brett Rosenhaus
(Signature of authorized representative)

Brett Rosenhaus Attorney-in-Fact
(Printed name and title)

Attest:
(Seal): Margaret A. Schulz

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Brett Rosenhaus, Richard Zimmerman and Dale Allison Belis of Nielson,Rosenhaus & Associates**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Morgan Knapp, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Sept. 25, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

(Notary Seal)

Notary Public: Morgan Knapp

residing at: Bala Cynwyd, PA

My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 12th day of December, 20 23.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

PAYMENTS TO CONTRACTOR DURING CONSTRUCTION

PER STATUTE F.S. 255.078, AND EXCEPT AS PROVIDED BELOW, CONSTRUCTION PAYMENTS ON PROJECTS UP TO FIFTY (50) PERCENT COMPLETION SHALL NOT EXCEED NINETY (90) PERCENT OF THE WORK COMPLETED OR MATERIALS PAID FOR AND PROPERLY STORED ON SITE, OR IN A BONDED WAREHOUSE.

PAYMENTS SHALL BE CONDITIONED UPON OWNER'S REPRESENTATIVE APPROVING PROGRESS OF WORK AND MATERIALS STORED, IN ACCORDANCE WITH THE EXECUTED CONSTRUCTION CONTRACT.

REDUCTION OF RETAINAGE:
PER STATUTE F.S. 255.078, RETAINAGE SHALL BE REDUCED TO FIVE (5) PERCENT AFTER THE PROJECT REACHES FIFTY (50) PERCENT COMPLETION. FURTHER REDUCTION OF RETAINAGE SHALL BE AUTHORIZED ONLY AFTER THE PROJECT ACHIEVES SUBSTANTIAL COMPLETION AND THE CERTIFICATE OF OCCUPANCY OR FORM OEF 110B HAS BEEN FULLY EXECUTED. THE RETAINAGE REDUCTION BELOW FIVE (5) PERCENT SHALL REQUIRE THE RECOMMENDATION OF THE SUPERINTENDENT OR DEPUTY SUPERINTENDENT OF FACILITIES AND CONSTRUCTION MANAGEMENT, AND BE AUTHORIZED BY BOARD ACTION.

REDUCTION OF RETAINAGE ON IDENTIFIABLE PHASED PROJECTS IS PERMITTED, PURSUANT TO THE RULES ABOVE. FOR PHASED PROJECTS, IF THE OVERALL CONTRACT VALUE EXCEEDS THE CONSTRUCTION COST LIMIT PER STATUTE F.S. 287.055; REDUCTION OF RETAINAGE ON INDIVIDUAL PHASES SHALL REQUIRE BOARD APPROVAL.

FINAL PAYMENT OF RETAINAGE:
THE CRITERIA AND CONDITIONS FOR FINAL PAYMENT OF THE RETAINAGE INCLUDE:

1. THE SCHOOL BOARD ACCEPTS THE FACILITY VIA AN EXECUTED FORM 110B.

2. ALL CONTRACTUAL OBLIGATIONS HAVE BEEN COMPLETED.

3. EXECUTED FORM OEF 209, OR WHEN AN OEF 209 IS NOT REQUIRED, CERTIFICATION OF COMPLETION BY THE ARCHITECT OR ENGINEER OF RECORD.

FINAL ACCEPTANCE AND RELEASE OF RETAINAGE ON PROJECTS WITH A CONSTRUCTION COST LIMIT PER F.S. 287.055 SHALL NOT REQUIRE BOARD APPROVAL. APPROVAL SHALL BE GRANTED BY THE DEPUTY SUPERINTENDENT OF FACILITIES AND CONSTRUCITON MANAGEMENT OR DESIGNEE, UPON RECEIPT OF THE EXECUTED CERTIFICATE OF FINAL INSPECTION OR CERTFICATE OF COMPLETION NOTED ABOVE. FOR THE PURPOSES OF THIS RULE, CONSTRUCTION CONTRACTS THAT DO NOT REQUIRE A CERTIFICATE OF OCCUPANCY SHALL BE CERTIFIED AS SUBSTANTIALLY COMPLETE BY THE ARCHITECT OR ENGINEER OF RECORD.

AUTHORITY: F.S. 1001.41 (1) (2)
F.S. 1013.50
F.S. 218.735 (8)
F.S. 255.078
F.S. 287.055
POLICY ADOPTED: 1/21/82; 5/19/88; 1/16/07

Return completed form as needed to:
Office of Educational Facilities 325 West Gaines Street, Room 1054 Tallahassee, Florida 32399-0400 (850) 245-0494 Fax (850) 245-9236 or (850) 245-9304

FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities

CERTIFICATE OF OCCUPANCY

OEF USE ONLY

INSTRUCTIONS: Submit one copy of the completed form for each project over $300,000. Reproduce this form in sufficient quantity for your use.

RE: Broward County Public Schools (X School District □ Florida College)

Welleby ES (X School Name □ Campus)

Roofing Buildings 1, 2, 4, 5 & 6 Description of Project

~~P.002047-RC1~~ P002114RC1 SPA EFIS Number (if applicable)

In accordance with Section 1013.37(2)(c), Florida Statutes, and upon recommendation of the project architect/engineer and the certified inspector, as stated below, the subject project is ready for occupancy.

Signature: _____ Date: 7/6/23

□ Superintendent □ President □ Designee

Earlean C. Smiley, Ed.D., Interim Superintendent

Intended Occupancy Date: _____

PROJECT ARCHITECT/ENGINEER AND CERTIFIED INSPECTOR I have inspected the subject project and, to the best of my knowledge and ability, I have determined that the safety systems* and the facility are in compliance with statutes, rules, and codes affecting the health and safety of its occupants; and that no asbestos-containing materials were specified for use in this building, nor to the best of my knowledge were asbestos containing materials used in the construction of this project.

Architect or Engineer of Record:

High Performance Green Building Standard Used [S. 255.2575(2), F.S.] Rating Achieved

ALVARO MEJIA — 69771 — FEB/28/2025

Name (Type or Print) — License # — Expiration Date

Signature: _____ June-1st-2023.

□ Architect ☒ Engineer

ALVARO DANILO MEJIA LICENSE No. 69771 STATE OF FLORIDA PROFESSIONAL ENGINEER

Building Official:

Perla Tarrau-Ayala — BU01918 — 11/30/2023

Name (Type or Print) — License # — Expiration Date

Signature: _____ 6/12/2023

Contractor:

Atlas_Apex_Roofing,_LLC — CCC1329972 — August 31, 2024

Name (Type or Print) — License # — Expiration Date

Threshold Inspector (if applicable):

Name (Type or Print) — License # — Expiration Date

Project Information As-built lowest floor elevation (for new construction) _____

Code/Edition 2017/814 Occupancy Type(s) E Construction Type(s) 1A Occupant Load _____

Automatic Sprinkler System Required ____Y ____N District/Florida College Permit Number 2028810562

Special Permit Stipulations _____

*Safety systems include, but are not limited to: exiting; safety; rescue; fire rating; fire protection; means of egress; master valves; eye wash and dousing shower in science labs; emergency disconnects in shops; fume and dust collection systems; heat and smoke detectors, stage protection including curtain operation, smoke vent, sprinklers, etc.; kitchen hood; fire sprinklers; smoke venting; illumination of means of egress; emergency lighting; emergency power; exit lights; fire alarm systems with required incidental functions; fire extinguishers; fuel fired heaters; electrical illumination; electrical system required ventilation; toilet facilities; kitchen hot water supply; water supply; and sewage disposal as they apply to this project.

FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities

CERTIFICATE OF FINAL INSPECTION

TO: Office of Educational Facilities (OEF) 325 West Gaines Street, Room 1054 Tallahassee, Florida 32399-0400 (850) 245-0494 Fax (850) 245-9236 or (850) 245-9304	OEF USE ONLY
INSTRUCTIONS: Submit for OEF files one copy of the completed form for all projects with construction costs exceeding $300,000. Mark the appropriate term within the parentheses. Reproduce this form in sufficient quantity for your use. Section 1013.37(2)(c), F.S.	

RE: P.002114 RC1 — OEF Assigned Project Number

School Board of Broward County — (X School District □ Florida College)

Welleby ES Roofing — (X School Name □ Campus)

2881 — (X School □ College) Code Number

Roofing of Building 1,2,4,5,6 Permit # 2028810562 — Description of Project

SECTION A: BOARD'S ACCEPTANCE

Upon the recommendation of our Project (□ Architect □ Engineer) as certified in Section B below, in accordance with Chapter 1013, F.S., THE BOARD ACCEPTED the above-referenced project on _____, _____

Name (Type or Print) Dr. Peter B. Licata, Superintendent of Schools

Signature: _____ Date: _____, _____
(□ Superintendent □ President)

SECTION B: (□ ARCHITECT ✓ ENGINEER) CERTIFICATION

As PROJECT (□ ARCHITECT ✓ ENGINEER), I have inspected this project and, in my considered professional opinion, the work required by the contract for this project has been completed in accordance with approved contract documents; Chapter 1013, Florida Statutes; Rule 6A-2.0010, FAC; Chapter 553, F.S.; and the Florida Building Code.

Signature: ALVARO MEJIA — Date: JULY-11th-2023.

Firm Name: UNIVERSAL TESTING ENGINEERING, LLC

Address: 281 NE 32nd St. (Street/P.O. Box) Oakland park (City) Florida (State) 33334 (Zip)

STATE OF FLORIDA — No. 69771 — ALVARO DANIEL MEJIA — PROFESSIONAL ENGINEER

SECTION C: □ Building Official □ Other (Specify) Certification

I have inspected the project, and in my considered opinion, it is complete and in accordance with applicable statutes, rules, and codes.

Name (Type or Print) Perla Tarrau-Ayala

Signature: Perla M. Tarrau-Ayala — Date: 7/31/2023
□ Building Official □ Certified Inspector

SECTION D: FACILITY INFORMATION.

1. TYPE OF PROJECT: □ New Plant □ Addition □ Remodeling X Renovation □ _____	2. CORRECTED "SPACE INVENTORY REPORT" (land, building, room) HAS BEEN FILED WITH THE OEF: □ Yes □ No X N/A If "No," explain: _____
3. SOURCE OF FUNDS: X Local □ State □ Federal □ _____	4. ADJUSTED FINAL CONTRACT AMOUNT: $
	5. PROJECT GROSS SQUARE FOOTAGE: SQ. FT.
	6. COST PER GROSS SQUARE FOOT: $
	7. COST PER STUDENT STATION: $

CERTIFICATE OF FINAL INSPECTION (CFI)

8. BUILDING CONTRACT DATE: _____ COMPLETION DATE: _____

9. CHANGE ORDERS - List of each Change Order and amount (excluding Direct Purchase amounts).

C.O. No. _____ $ _____ C.O. No. _____ $ _____

C.O. No. _____ $ _____ C.O. No. _____ $ _____

C.O. No. _____ $ _____ C.O. No. _____ $ _____

C.O. No. _____ $ _____ C.O. No. _____ $ _____

10. Date of Occupancy: _____

_____

11. Additional Information:

EXHIBIT 3

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Final Acceptance and Release of Retainage
Atlas Apex Roofing, LLC
Welleby Elementary School
P.002114-RC1

School Board Meeting: 01.23.2024

The financial impact of this item is $0.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2023).

There is no impact to the project budget

Department Name	Department Head
Capital Budget	Omar Shim, Director

Omar Shim - 12/11/2023
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	JJ. Capital Program
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-26.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **Final Acceptance and Release of Retainage - Western HS Covered Walkways**

REQUESTED ACTION: **Approve a time extension of 55 days to Substantial Completion and approve the Final Acceptance and Release of Retainage - Western High School, Covered Walkway Addition, Project No. P.002815, District 6.**

RATIONALE:

For the Requested Action(s), Background/History, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Closeout Documents
- Collaboration Form

FINANCIAL IMPACT:

The final contract payment for retainage in the amount of $59,540.90 will be released to the contractor.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Deborah G. Czubkowski	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Deborah G. Czubkowski, Chief Facilities Officer

Signature

Deborah G. Czubkowski, Chief Facilities Officer

Electronic Signature

Form $4189 Revised 7/23

PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

EXHIBIT 1

For more information, please contact:
Deborah G. Czubkowski
Chief Facilities Officer
754-321-2659

EXECUTIVE SUMMARY

Final Acceptance and Release of Retainage
Walker Design & Construction Co.
Western High School, Davie
Covered Walkway Addition
Project No. P.002815
ITB FY23-141

MASTER PROJECT SUMMARY

Total Project Budget

Construction Budget:	$	1,400,000
Soft Cost Budget:	$	0
(Design, FF&E, IT, Mgmt. Fees, etc.)		
Original D.E.F.P. Budget:	**$**	**1,400,000**
Approved Add. Funding:	$	0
New Funding Request:	$	0
Current Revised Budget:	**$**	**1,400,000**

Total Project Schedule Summary

-Notice To Proceed: 01/23/23

-Actual Substantial Completion Date: 10/25/23

-Actual Final Completion Date: 11/20/23

Change Order Analysis

Consultant Error	0.00%
Consultant Omission	0.00%
Owner's Request	0.00%
Unforeseen	0.00%
Tax Savings from DOP	0.00%
	0.00%

Requested Action

Approve a time extension of 55 days to Substantial Completion; approve the Final Acceptance and Release of Retainage.

What would the impact be if the Board voted "yes" or "no" for this Board item?

If yes: The impact of this item, if approved, provides for a construction closeout of this project, and allows for the retainage (final payment) to be released to the contractor.

If no: If this item is not approved, the final payment cannot be released to the contractor.

Background/History

The scope of work for the project included the construction of aluminum-covered walkways and sidewalks, including the demolition of existing concrete and asphalt sidewalks.

Construction Contract Summary

ORIGINAL BASE CONTRACT:	$	1,208,818.00	220 Days
DIRECT OWNER PURCHASE(S):	$	0.00	0 Days
PREVIOUSLY APPROVED CO'S:	$	0.00	0 Days
CURRENT REQUEST:	$	0.00	0 Days
CURRENT REVISED CONTRACT:	**$**	**1,208,818.00**	**220 Days**

Status of Work:

This project is in the closeout phase.

Release of Retainage:

Item #1 – Retainage Reduction: Release the remainder of the retainage in the amount of $59,540.90.

Action Plan:

District staff recommend granting the Contractor a time extension of 55 days to permit timely Substantial Completion.

Measurable Outcome(s)/Return on Investment:

This item provides for a construction closeout of this project and allows for the retainage (final payment) to be released to the contractor.

Financial Impact:

There is no budget or spending authority impact for this item. The final contract payment for retainage in the amount of $59,540.90 will be released to the contractor.

EXHIBIT 2

The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351 (754) 321-0505

Document 00640: General Release and Full Release of Lien

KNOW ALL MEN BY THESE PRESENTS,

That the undersigned: Patrick Graham

of: Walker Design & Construction City of: West Palm Beach

County of: Palm Beach State of: Florida

Herein referred to as "Contractor" executes this General Release and Full Release of Lien in favor of THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA of 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, herein referred to as "The School Board".

In consideration of the sum of:

Written Amount: Fifty Nine Thousand five hundred forty dollars and ninety cents Dollars

Figures: $ 59,540.90

receipt of which from The School Board is hereby acknowledged, Contractor for itself and its successors and assigns, has remised, released, and forever discharged, and by these presents does, for itself and its successors and assigns, does remise, release, acquit, satisfy, and forever discharge The School Board, its successors, employees, administrators and assigns, of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law or in equity, which against The School Board or The School Board's successors, employees, administrators and assigns, Contractor ever had, now has, or over which Contractor's successors and assigns, hereafter can, shall or may have, for upon, or by reason of any matter, cause of thing whatsoever with regard to the project known as:

P.002815 – SMART Program Renovations at Western HS Covered Walkways Addition

In consideration of the above-said moneys, receipt of which from The School Board is hereby acknowledged, Contractor does hereby release and quitclaim to The School Board, its successors and assigns, all claims' liens, lien rights, claims or demands of any kind whatsoever which Contractor now has or might have against the building or premises situated at:

1200 SW 136 Avenue, Davie, FL 33325

Document 00640: General Release and Full Release of Lien

and legally described as:

On account of labor performed and/or material furnished for the construction of any building thereon or in otherwise improving said property situated as above described. The Contractor further certifies that all lienors contracting directly with or directly employed by the Contractor have been paid in full and that all labor and materials furnished for said construction, including subcontractors employed by the undersigned, have been paid in full. The Contractor further authorizes the clerks of the County Records Division of Broward County, Florida to discharge the lien given to the undersigned in a claim of lien recorded in the Official Records of Broward County, Florida at Book _____, Page _____, executed by:

Patrick Graham

on this 7 day of December, 20 23 .

IN WITNESS WHEREOF,

Walker Design & Construction has hereunto set its hand and seal

on this 7 day of December, 20 23 .

(Corporate Seal)

Attest:

By: Patrick Graham (Seal)

Wendy Graham
(Secretary)

Notarization

State of: Florida)
County of: Palm Beach)

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

who is personally known to me or did produce: Personally Known

As identification and who did take an oath, acknowledged and subscribed the foregoing General Release and Full Release of Lien for purposes therein expressed.

Notary Public: _____ **Affix Seal**

Commission Expires on: 9-2-24

SABRINA IGUARAN
Notary Public - State of Florida
Commission # HH 38966
My Comm. Expires Sep 2, 2024
Bonded through National Notary Assn.

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, FL 33311
TEL (754) 321-1500 • FAX (754) 321-1501

Reduction of Retainage Certification

Facility: Western High School
Project Name: Western HS Covered Walkways
Contractor: Walker Design & Construction
Project Manager: Joseph Spence

Project No.: P.002815
Date: 11-Dec-23
Location No.: 2831
Phase No.:

1. Current Level of Retainage 5 **%**
2. Proposed Level of Retainage 0 **%**
3. Retainage Reduction Ratio (RR) 1.00 (Item 1 - Item 2) / Item 1

Company Name of Entity to Receive Reduction of Retainage	Current Total Retainage	RR	Retainage to be Released
Walker Design & Construction	$ 59,540.90	1.000	$ 59,540.90
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
		1.000	$ -
Total	**$ 59,540.90**		**$ 59,540.90**

$ 59,540.90		1 %		$ 59,540.90		$ -
Current Total Retainage	x	Reduction Ratio	=	Retainage to be Released		Retainage Balance

The undersigned hereby certifies that they will release retainage being paid to them by the School Board of Broward County to their various subcontractors in accordance with the schedule above.

Company Name: Walker Design & Construction

Authorized Signature

Patrick Graham
Print Name

C O N S E N T O F S U R E T Y C O M P A N Y T O F I N A L P A Y M E N T	OWNER [ ] ARCHITECT [ ] CONTRACTOR [ ] SURETY [ ] OTHER [ ]	Bond No. 107670807

PROJECT:
(name, address)

SMART Program Renovations - Western HS Covered Walkway Addition - general construction of aluminum covered walkway & sidewalks, including demo of existing concrete & asphalt sidewalks.

TO (Owner):

The School Board of Broward County
7720 W. Oakland Park Blvd., Suite 323
Sunrise, FL 33351

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR:

Walker Design & Construction Company
2723 Pinewood Ave
West Palm Beach, FL 33407

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Walker Design & Construction Company
2723 Pinewood Ave
West Palm Beach, FL 33407

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

The School Board of Broward County
7720 W. Oakland Park Blvd., Suite 323
Sunrise, FL 33351

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 8th day of December 20 23

Travelers Casualty and Surety Company of America
Surety Company

Signature of Authorized Representative

Attest: Connor McDowell
(Seal): Connor McDowell, Surety Bond Specialist

James N. Slear
Title
Attorney-in-Fact

TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **James N. Slear** of **LANSING**, **Michigan**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **8th** day of **December**, **2023**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

PAYMENTS TO CONTRACTOR DURING CONSTRUCTION

PER STATUTE F.S. 255.078, AND EXCEPT AS PROVIDED BELOW, CONSTRUCTION PAYMENTS ON PROJECTS UP TO FIFTY (50) PERCENT COMPLETION SHALL NOT EXCEED NINETY (90) PERCENT OF THE WORK COMPLETED OR MATERIALS PAID FOR AND PROPERLY STORED ON SITE, OR IN A BONDED WAREHOUSE.

PAYMENTS SHALL BE CONDITIONED UPON OWNER'S REPRESENTATIVE APPROVING PROGRESS OF WORK AND MATERIALS STORED, IN ACCORDANCE WITH THE EXECUTED CONSTRUCTION CONTRACT.

REDUCTION OF RETAINAGE:
PER STATUTE F.S. 255.078, RETAINAGE SHALL BE REDUCED TO FIVE (5) PERCENT AFTER THE PROJECT REACHES FIFTY (50) PERCENT COMPLETION. FURTHER REDUCTION OF RETAINAGE SHALL BE AUTHORIZED ONLY AFTER THE PROJECT ACHIEVES SUBSTANTIAL COMPLETION AND THE CERTIFICATE OF OCCUPANCY OR FORM OEF 110B HAS BEEN FULLY EXECUTED. THE RETAINAGE REDUCTION BELOW FIVE (5) PERCENT SHALL REQUIRE THE RECOMMENDATION OF THE SUPERINTENDENT OR DEPUTY SUPERINTENDENT OF FACILITIES AND CONSTRUCTION MANAGEMENT, AND BE AUTHORIZED BY BOARD ACTION.

REDUCTION OF RETAINAGE ON IDENTIFIABLE PHASED PROJECTS IS PERMITTED, PURSUANT TO THE RULES ABOVE. FOR PHASED PROJECTS, IF THE OVERALL CONTRACT VALUE EXCEEDS THE CONSTRUCTION COST LIMIT PER STATUTE F.S. 287.055; REDUCTION OF RETAINAGE ON INDIVIDUAL PHASES SHALL REQUIRE BOARD APPROVAL.

FINAL PAYMENT OF RETAINAGE:
THE CRITERIA AND CONDITIONS FOR FINAL PAYMENT OF THE RETAINAGE INCLUDE:

1. THE SCHOOL BOARD ACCEPTS THE FACILITY VIA AN EXECUTED FORM 110B.

2. ALL CONTRACTUAL OBLIGATIONS HAVE BEEN COMPLETED.

3. EXECUTED FORM OEF 209, OR WHEN AN OEF 209 IS NOT REQUIRED, CERTIFICATION OF COMPLETION BY THE ARCHITECT OR ENGINEER OF RECORD.

FINAL ACCEPTANCE AND RELEASE OF RETAINAGE ON PROJECTS WITH A CONSTRUCTION COST LIMIT PER F.S. 287.055 SHALL NOT REQUIRE BOARD APPROVAL. APPROVAL SHALL BE GRANTED BY THE DEPUTY SUPERINTENDENT OF FACILITIES AND CONSTRUCITON MANAGEMENT OR DESIGNEE, UPON RECEIPT OF THE EXECUTED CERTIFICATE OF FINAL INSPECTION OR CERTFICATE OF COMPLETION NOTED ABOVE. FOR THE PURPOSES OF THIS RULE, CONSTRUCTION CONTRACTS THAT DO NOT REQUIRE A CERTIFICATE OF OCCUPANCY SHALL BE CERTIFIED AS SUBSTANTIALLY COMPLETE BY THE ARCHITECT OR ENGINEER OF RECORD.

AUTHORITY: F.S. 1001.41 (1) (2)
F.S. 1013.50
F.S. 218.735 (8)
F.S. 255.078
F.S. 287.055
POLICY ADOPTED: 1/21/82; 5/19/88; 1/16/07

Return completed form as needed to:
Office of Educational Facilities
325 West Gaines Street, Room 1054
Tallahassee, Florida 32399-0400
(850) 245-0494
Fax (850) 245-9236 or (850) 245-9304

FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities

CERTIFICATE OF OCCUPANCY

OEF USE ONLY

INSTRUCTIONS: Submit one copy of the completed form for each project over $300,000. Reproduce this form in sufficient quantity for your use.

RE: BROWARD COUNTY SCHOOLS (□xx School District □ Florida College)

WESTERN HS (□ School Name □ Campus)

ALUMINUM COVERED WALKWAY P002815 Description of Project

EFIS Number (if applicable)

In accordance with Section 1013.37(2)(c), Florida Statutes, and upon recommendation of the project architect/engineer and the certified inspector, as stated below, the subject project is ready for occupancy.

Signature: Peter B. Licata Date: 11/9/23

✓ Superintendent □ President □ Designee

Dr. Peter B. Licata

Intended Occupancy Date: _____

PROJECT ARCHITECT/ENGINEER AND CERTIFIED INSPECTOR I have inspected the subject project and, to the best of my knowledge and ability, I have determined that the safety systems* and the facility are in compliance with statutes, rules, and codes affecting the health and safety of its occupants; and that no asbestos-containing materials were specified for use in this building, nor to the best of my knowledge were asbestos containing materials used in the construction of this project.

Architect or Engineer of Record:

N/A — High Performance Green Building Standard Used [S. 255.2575(2), F.S.]; N/A — Rating Achieved

Jorge A. Gutierrez — Name (Type or Print); AR14571 — License #; 2/28/25 — Expiration Date

Signature: _____

✓ Architect □ Engineer

Building Official:

Perla Tarrau-Ayala — Name (Type or Print); BU1918 — License #; 11/30/2025 — Expiration Date

Signature: Perla M. Tarrau-Ayala 10/25/2023

Contractor:

Walker Design & Construction — Name (Type or Print); CGC1528883 — License #; 8/30/24 — Expiration Date

Threshold Inspector (if applicable):

Name (Type or Print) _____ License # _____ Expiration Date _____

Project Information

As-built lowest floor elevation (for new construction) _____

Code/Edition 2020 Occupancy Type(s) _____ Construction Type(s) _____ Occupant Load _____

Automatic Sprinkler System Required ___Y X N District/Florida College Permit Number 2028310291

Special Permit Stipulatio

*Safety systems include, but are not limited to: exiting; safety; rescue; fire rating; fire protection; means of egress; master valves; eye wash and dousing shower in science labs; emergency disconnects in shops; fume and dust collection systems; heat and smoke detectors; stage protection including curtain operation; smoke vent; sprinklers, etc.; kitchen hood; fire sprinklers; smoke venting; illumination of means of egress; emergency lighting; emergency power; exit lights; fire alarm systems with required incidental functions; fire extinguishers; fuel fired heaters; electrical illumination; electrical system required ventilation; toilet facilities; kitchen hot water supply; water supply; and sewage disposal as they apply to this project.

FLORIDA DEPARTMENT OF EDUCATION
Office of Educational Facilities

CERTIFICATE OF FINAL INSPECTION

TO: Office of Educational Facilities (OEF) 325 West Gaines Street, Room 1054 Tallahassee, Florida 32399-0400 (850) 245-0494 Fax (850) 245-9236 or (850) 245-9304	OEF USE ONLY
INSTRUCTIONS: Submit for OEF files one copy of the completed form for all projects with construction costs exceeding $300,000. Mark the appropriate term within the parentheses. Reproduce this form in sufficient quantity for your use. Section 1013.37(2)(c), F.S.	

RE: P.002815 — OEF Assigned Project Number

School Board of Broward County — (□ School District □ Florida College)

Western High School #202831 0291 — (□ School Name □ Campus)

2831 — (□ School □ College) Code Number

Covered Walkway Addition — Description of Project

SECTION A: BOARD'S ACCEPTANCE

Upon the recommendation of our Project (□ Architect □ Engineer) as certified in Section B below, in accordance with Chapter 1013, F.S., THE BOARD ACCEPTED the above-referenced project on _____, _____

Name (Type or Print) _____

Signature: _____ Date: _____, _____
(□ Superintendent □ President)

SECTION B: x ARCHITECT □ ~~ENGINEER~~) CERTIFICATION

As PROJECT (x ARCHITECT □ ~~ENGINEER~~), I have inspected the project and, in my considered professional opinion, the work required by the contract for this project has been completed in accordance with approved contract documents; Chapter 1013, Florida Statutes; Rule 6A-2.0010, FAC; Chapter 553, F.S.; and the Florida Building Code.

STATE OF FLORIDA · JORGE GUTIERREZ · AR14571 · REGISTERED ARCHITECT

Signature: _____ Date: November 8, 2023

Firm Name: Jorge A Gutierrez Architect LLC

Address:	14400 NW 77 Court, Suite 104	Miami Lakes	Florida	33016
	Street/P.O. Box	City	State	Zip

SECTION C: □ Building Official □ Other (Specify) Certification _____

I have inspected the project, and in my considered opinion, it is complete and in accordance with applicable statutes, rules, and codes.

Name (Type or Print) Perla Tarrau-Ayala

Signature: _____ Date: 11/20/2023
(x Building Official □ Certified Inspector

SECTION D: FACILITY INFORMATION.

1. TYPE OF PROJECT: □ New Plant □ Addition □ Remodeling □ Renovation x Other	2. CORRECTED "SPACE INVENTORY REPORT" (land, building, room) HAS BEEN FILED WITH THE OEF: □ Yes □ No ~~□ N/A~~ If "No," explain: _____
3. SOURCE OF FUNDS: □ Local x State □ Federal □ _____	4. ADJUSTED FINAL CONTRACT AMOUNT: $ 1,208,818.00
	5. PROJECT GROSS SQUARE FOOTAGE: N/A SQ. FT.
	6. COST PER GROSS SQUARE FOOT: $ N/A
	7. COST PER STUDENT STATION: $ N/A

CERTIFICATE OF FINAL INSPECTION (CFI)

8. BUILDING CONTRACT DATE: NTP COMPLETION DATE: _____

9. CHANGE ORDERS - List of each Change Order and amount (excluding Direct Purchase amounts).

C.O. No. None	$ _____	C.O. No. _____	$ _____
C.O. No. _____	$ _____	C.O. No. _____	$ _____
C.O. No. _____	$ _____	C.O. No. _____	$ _____
C.O. No. _____	$ _____	C.O. No. _____	$ _____

10. Date of Occupancy: N/A

11. Additional Information:

EXHIBIT 3

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Final Acceptance and Release of Retainage
Walker Design & Construction Co.
Western High School
P.002815

School Board Meeting: 01.23.2024

The financial impact of this item is $0.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2023).

There is no impact to the project budget

Department Name	Department Head
Capital Budget	Omar Shim, Director

Omar Shim - 12/11/2023
Signature and Date

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	JJ. Capital Program
DEPARTMENT:	Capital Program

Agenda Item Number:	JJ-27.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **Fifth Amendment to PSA - Margate MS**

REQUESTED ACTION: **Approve the Fifth Amendment to the Professional Services Agreement with LIVS Associates, LLC - Margate Middle School, Project No. P.001836, District 7.**

RATIONALE:

For the Requested Action(s), Background/History, Measurable Outcome(s)/Return on Investment (ROI), and Financial Impact, please see the Executive Summary.
This Board Item has been reviewed and approved as to legal form and content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Fifth Amendment
- Collaboration Form

FINANCIAL IMPACT:

$289,360 PSA contract amendment funded from the current project budget. There is a potential future impact to the project budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:
(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Deborah G. Czubkowski	Phone:	754-321-2659
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Deborah G. Czubkowski, Chief Facilities Officer

Signature

Deborah G. Czubkowski, Chief Facilities Officer

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23
PBL/VSW

EXHIBIT 1

For more information, please contact:
Deborah G. Czubkowski
Chief Facilities Officer
754-321-2659

EXECUTIVE SUMMARY
Fifth Amendment to Professional Services Agreement
LIVS Associates, LLC
Margate Middle School, Margate
SMART Program Renovations
Project No. P.001836
RFQ 17-102C

Requested Action:
Approve the Fifth Amendment to the Professional Services Agreement with LIVS Associates, LLC for $289,360.

What would the impact be if the Board votes "yes" or "no" for this Board item?

If yes: This item, if approved, ensures that the permitted drawings are revised to incorporate the replacement of the corroded sanitary lines for a complete scope of work to be bid, as well as provide compensation to the Project Consultant for additional pre-bid services associated with the rebid of the project.

If no: If this item is not approved, the project cannot move forward.

Background/History:

Type of Contract:	**Professional Services Agreement**
Authorization to Proceed:	**TBD**
Original Total Project Funding Allocation:	**$8,869,000**

The proposed amendment is for an increase to the Basic Services fee in the amount of $228,860, increase in Reimbursable Expenses in the amount of $10,500, and increase the Supplemental Services in the amount of $50,000 for additional design services to revise the permitted drawings to incorporate the replacement of the corroded sanitary lines for a complete scope of work to be bid, as well as provide compensation to the Project Consultant for additional pre-bid services associated with the rebid of the project.

AGENDA ITEM	DATE APPROVED	DESCRIPTION	BASIC FEES	ALLOWANCES/ SUPPLEMENTAL SERVICES	TOTAL
Original PSA	03/21/2017	Professional Services Agreement	$503,000	Reimbursable Expenses $47,500 Supplemental Services $25,000	**$575,500**
First Amendment	03/20/2018	e-Builder Language	$0	--	**$575,500**
Second Amendment	09/05/2018	Increase in Basic Fees to develop separate bid package for Single Point of Entry.	$20,159	--	**$595,659**
Third Amendment	01/11/2022	Increase in Basic Fees, Reimbursable Expenses, and Supplemental Services for various scope modifications.	$203,574	Reimbursable Expenses $12,832 Supplemental Services $6,897	**$818,962**
Fourth Amendment	06/14/2022	Contract Form Update (01250g COI Form)	$0	--	**$818,962**
Fifth Amendment	Pending Board Approval	Increase in Basic Fees for additional design services to replace the sanitary sewer piping and rebid the project.	$228,860	Reimbursable Expenses $10,500 Supplemental Services $50,000	**$1,108,322**

Measurable Outcome(s)/Return on Investment:
This item ensures that the permitted drawings are revised to incorporate the replacement of the corroded sanitary lines for a complete scope of work to be bid, as well as provide compensation to the Project Consultant for additional pre-bid services associated with the rebid of the project.

Financial Impact:
The financial impact of this item is $289,360 and will be funded from the current project budget. There is a potential future impact to the project budget.

FIFTH AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND PROJECT CONSULTANT FOR ARCHITECTURAL/ENGINEERING SERVICES

This Fifth Amendment to the Professional Services Agreement ("Agreement") between The School Board of Broward County, Florida (hereinafter referred to as "SBBC" or "Owner") and LIVS Associates, LLC (hereinafter referred to as "Project Consultant") for architectural/engineering services dated the 21st day of March 2017, is entered into this 23rd day of January 2024 by and between the Owner and the Project Consultant.

For the Project known as: **Margate Middle School**
Project No. P.001836
SMART Program Renovations

WHEREAS, the Owner and Project Consultant acknowledge and agree that the Agreement between Owner and Project Consultant dated the 21st day of March 2017, is in full force and effect as revised by the First Amendment dated March 20, 2018, the Second Amendment dated September 5, 2018, the Third Amendment dated January 11, 2022, the Fourth Amendment dated June 14, 2022, and this Fifth Amendment; and

WHEREAS, the advertisement seeking bids for the Project was placed on April 10, 2023, resulting in the receipt of just two (2) bids on May 18, 2023; and

WHEREAS, as a result of the discovery that the Bid Documents insufficiently identified the required phasing, scheduling, or the complexity of the scope of work, a recommendation was posted to reject both of the bids received, revise the Bid Documents, and readvertise the Project; and

WHEREAS, the Project Consultant has been requested to modify the Bid Documents as required to sufficiently identify the required phasing, scheduling, and complexity of the scope of work, and to provide additional pre-bid services; and

WHEREAS, the Project Consultant has also been requested to further revise the permitted drawings to include the replacement of corroded sanitary sewer piping discovered on-site; and

WHEREAS, the Project Consultant has agreed to perform such additional services in exchange for an increase to the Basic Services fee in the amount of $228,860, an increase in Reimbursable Expenses in the amount of $10,500, and an increase in Supplemental Services in the amount of $50,000; and

WHEREAS, the Owner's Program Manager, AECOM, Inc., and Atkins have successfully negotiated and hereby recommend the additional scope, and such additional fees as set forth herein above and below.

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

1. The recitals contained herein are true and correct and are hereby incorporated by reference.

2. **Revised Terms.** The Project Consultant shall perform all related design services for the additional Project scope identified herein as set forth below:

	Original Amount	First Amendment Amount	Second Amendment Amount	Third Amendment Amount	Fourth Amendment Amount	Description	Fifth Amendment Amount	Revised Amount
Basic Fee	$503,000	$0	$20,159	$203,574	$0	Increase in Basic Fees for additional design services to replace the sanitary sewer piping and rebid the project.	$228,860	**$955,593**
Allowances - Reimbursable Expenses	$47,500	$0	$0	$12,832	$0	--	$10,500	**$70,832**
Supplemental Services	$25,000	$0	$0	$6,897	$0	--	$50,000	**$81,897**
Total	**$575,500**	**$0**	**$20,159**	**$223,303**	**$0**	**N/A**	**$289,360**	**$1,108,322**

3. **Other Provisions Remain in Force.** All other terms and conditions of the Contract shall remain in full force and effect. Except as expressly provided herein and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

4. **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

a) This Fifth Amendment to Agreement; then
b) the Fourth Amendment to Agreement; then
c) the Third Amendment to Agreement; then
d) the Second Amendment to Agreement; then
e) the First Amendment to Agreement; then
f) the Agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Amendment 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.

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Lori Alhadeff, Chair

ATTEST:

_____
Dr. Peter B. Licata,
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

(Remainder of page intentionally left blank; signature page follows)

FOR PROJECT CONSULTANT

(Corporate Seal)

ATTEST:

_____, Secretary

LIVS Associates, LLC

_____
Felix A. (Tony) Rosabal,
President

-or-

Lazaro A. Cabezon

LAZARO A. CABEZON, Witness

Francisco Perez, Witness

AP00147 17
Project Consultant's
Registration Number

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 2 day of January, 2024 by **Felix A. (Tony) Rosabal** of **LIVS Associates, LLC** on behalf of the corporation or agency.

He/she is personally known to me or produced N/A as Identification and did/did not first take an oath.

My commission expires: 1/11/27

(SEAL)

DORYS DIAZ
MY COMMISSION # HH 348037
EXPIRES: January 11, 2027

_____
Signature, Notary Public

DORYS DIAZ
Printed Name of Notary

EXHIBIT 3

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item: Fifth Amendment to Professional Services Agreement
LIVS ASSOCIATES, LLC
Margate Middle School
P.001836

School Board Meeting: 01.23.2024

The financial impact of this item is $289,360.00

This project has been appropriated in the Adopted District Educational Facilities Plan (September 5, 2023).

There is a potential future impact to the project budget

Department Name	Department Head	
Capital Budget	Omar Shim, Director	Omar Shim
	Signature and Date	1/8/2024

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	OO. Strategy & Operations
DEPARTMENT:	Grants Administration

Agenda Item Number:	OO-1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **Grant Applications - Pre & Post-Submission**

REQUESTED ACTION: **Approve the submission of the following grant applications. District-wide.**

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

Executive Summaries

FINANCIAL IMPACT:

The positive financial impact is $6,249,157.80.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

College and Career Readiness/Acceleration **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Judith M. Marte	Phone:	754-321-2611
Name:	Dr. Howard Hepburn	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Judith M. Marte, Deputy Superintendent, Finance & Operations

Signature

Judith M. Marte, Deputy Superintendent, Finance & Operations

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23

PBL/VSW

For more information, please contact:
Name: Dr. Howard Hepburn
Title: Deputy Superintendent, Teaching & Learning
Phone: 754-321-2100

EXECUTIVE SUMMARY

Recommendation to Approve the Post-Submission FDOE Supplemental School Improvement Grant

Board Meeting Date: January 23, 2024

Requested Action
Approve the post-submission Supplemental School Improvement Grant Application for the 2023-2024 school year in the amount of $5,832,502.70.

Impact if the Board Voted Yes or No

If the Board votes "Yes": If this grant is approved and awarded, the District will receive $5,832,502.70 in funding to serve student populations as identified by ESSA Federal Percent of Points Index.

If the Board votes "No": If this grant is not approved, the District will lose the opportunity to receive $5,832,502.70 in funding to serve student populations as identified by ESSA Federal Percent of Points Index.

Background/History
The mission of the Bureau of School Improvement (BSI) is to serve as a partner in supporting improved outcomes for all students through strategic problem solving, capacity building, and the implementation of sustainable systems in the areas of 1)transformational leadership, 2) standards-based planning, instruction, and learning, and 3) positive culture and environment.

The grant funds are allocated through BCPS to serve student populations as identified by the Every Student Succeeds Act (ESSA) Federal Percent of Points Index in schools implementing targeted and comprehensive support and improvement activities under section 1111(d) of ESSA. Each LEA with at least one school identified as Additional Targeted Support and Improvement (ATSI), Targeted Support and Improvement (TSI), or Comprehensive Support and Improvement (CSI) is eligible to receive funding.

The Supplemental School Improvement Grant is an entitlement grant. Broward will receive funding for 145 traditional schools and 45 charter schools. For more information, please contact Richard Baum, Director of Research, Evaluation & Accountability.

Alignment to 2027 Goals and Guardrails
Goal 1: Early Literacy Proficiency; Goal 2: Algebra Proficiency; Goal 3: Science Proficiency; Goal 4: College & Career Readiness/Acceleration

Measurable Outcome(s)/Return on Investment: As a result of the Supplemental School Improvement Grant, the percentage of schools labeled Additional Targeted Support and Improvement (ATSI), Targeted Support and Improvement (TSI) and Comprehensive Support and Improvement (CSI) will be reduced by 20% in the 2024-2025 school year.

Financial Impact
The potential positive financial impact is $5,832,502.70. The source of funds is from the Florida Department of Education. There is no additional financial impact to the District.

For more information, please contact:
Name: Dr. Howard Hepburn
Title: Deputy Superintendent, Teaching & Learning
Phone: 754-321-2100

EXECUTIVE SUMMARY

Recommendation to Approve the Post-Submission National Oceanic and Atmospheric Administration (NOAA) Gulf of Mexico Bay Watershed Education and Training (B-WET) Grant

Board Meeting Date: January 23, 2024

Requested Action
Approve the post-submission National Oceanic and Atmospheric Administration (NOAA) Gulf of Mexico Bay Watershed Education and Training (B-WET) Grant through Seacamp Association, Inc. for a two-year grant period beginning in the 2023-2024 school year.

Impact if the Board Voted Yes or No

If the Board votes "Yes": If this grant is approved, eligible teachers and their students will receive $191,120 in funding and in-kind support for professional and experiential learning.

If the Board votes "No": If this grant is not approved, eligible teachers and their students will lose the opportunity to receive $191,120 in funding and in-kind support for professional and experiential learning.

Background/History
Seacamp Association, Inc., (Seacamp), through a grant awarded by the NOAA Gulf of Mexico B-WET Program, has awarded Sawgrass Springs and Silver Lakes middle schools funding and in-kind support valued at $191,120 to provide professional learning for teachers and multiple field studies for students. Field experiences will comply with water-based field trip safety requirements and will be approved by Risk Management. All instructional materials provided through this partnership will comply with SBBC Policy 4140 Instructional Materials, which ensures that all non-state-adopted instructional materials are approved by the Office of Academics.

The National Oceanic and Atmospheric Administration (NOAA) Gulf of Mexico Bay Watershed Education and Training (B-WET) Grant is a new and competitive grant. Seacamp will provide teacher compensation for program implementation and funding for program and transportation fees for 222 students for experiential learning at Newfound Harbor Marine Institute at Seacamp (Big Pine Key). This grant will be managed by the Applied Learning Department. For more information, please contact Susan Cantrick, Director of Applied Learning.

Alignment to 2027 Goals and Guardrails
Goal 4: College & Career Readiness

Measurable Outcome(s)/Return on Investment
By June 2025, 222 students will experience place-based, standards-aligned, science field studies comparing South Florida habitats: Everglades, Wahoo Bay (Pompano Beach), and Newfound Harbor Marine Institute at Seacamp (Big Pine Key).

Financial Impact
The positive financial impact is $191,120 in in-kind support and payments paid directly from Seacamp Association, Inc. to participating teachers. The source of funds is NOAA through Seacamp. There is no additional financial impact to the District.

For more information, please contact:
Name: Dr. Howard Hepburn
Title: Deputy Superintendent, Teaching & Learning
Phone: 754-321-2100

EXECUTIVE SUMMARY

Recommendation to Approve the Post-Submission FDOE Adult Education and Family Literacy, Corrections Education Grant

Board Meeting Date: January 23, 2024

Requested Action
Approve the post-submission Adult Education and Family Literacy, Corrections Education Grant for the 2023-2024 school year in the amount of $88,541.

Impact if the Board Voted Yes or No

If the Board votes "Yes": If this grant is approved, Broward County Public Schools will receive $88,541 in funding to assist adult education students in becoming literate and obtaining the knowledge and skills necessary for employment and economic self-sufficiency.

If the Board votes "No": If this grant is not approved, Broward County Public Schools will not receive $88,541 in funding to assist adult education students in becoming literate and obtaining the knowledge and skills necessary for employment and economic self-sufficiency.

Background/History
The Florida Department of Education Adult Education and Family Literacy, Corrections Education Grant is a new, competitive grant to cover the cost of educational programs for institutionalized individuals. These programs include adult education and literacy activities, integrated education and training, and career pathways. All provided instructional materials funded through this partnership will comply with SBBC Policy 4140 Instructional Materials, which ensures that all non-state-adopted instructional materials are approved by the Office of Academics. This grant will be managed by the Career, Technical, Adult, and Community Education (CTACE) Department. For more information, please contact Maria Formoso, Director of CTACE.

Alignment to 2027 Goals and Guardrails
Goal 4: College & Career Readiness

Measurable Outcome(s)/Return on Investment
Increasing GED attainment by 15% for adult education students in a Corrections/DJJ setting, as measured by GED testing service data report to the Florida Department of Education by June 30, 2024.

Financial Impact
The positive financial impact is $88,541. The source of funds is Florida Department of Education. There is no additional financial impact to the District.

For more information, please contact:
Name: Dr. Howard Hepburn
Title: Deputy Superintendent, Teaching and Learning
Phone: 754-321-2100

EXECUTIVE SUMMARY

Recommendation to Approve the Post-Submission University of Central Florida Community School Grant

Board Meeting Date: January 23, 2024

Requested Action
Approve the post-submission University of Central Florida Community School Grant for the 2023-2024 school year in the amount of $80,000 (in-kind) with the non-profit partner, United Way of Broward County, Florida serving as the fiscal agent.

Impact if the Board Voted Yes or No

If the Board votes "Yes": If this grant is approved, the District will receive $80,000 in in-kind services to support the development of a Community Partnership School.

If the Board votes "No": If this grant is not approved, the District will lose the opportunity to receive $80,000 in in-kind services to support the development of a Community Partnership School.

Background/History
The University of Central Florida (UCF) Center for Community Schools has awarded the Community School Program Grant to the United Way of Broward County and Hallandale Magnet High School to establish a Community Partnership School to provide academic, health and wrap around services to students and their families.

The UCF Center for Community Schools oversees a rigorous, strengths-based certification process to ensure best practices at Community Partnership Schools. A school that successfully completes the certification process may refer to itself as a UCF-Certified Community Partnership School. Hallandale Magnet High School joins the current Gulfstream Academy of Hallandale Beach K-8 and Gulfstream Early Learning Center Community Partnership School established in January 20, 2021 through a similar grant and partnership with the United Way of Broward.

The University of Central Florida Community School Grant is a new and competitive grant. Hallandale Magnet High School has been awarded $80,000 in in-kind funding. This grant will be managed by Family and Community Engagement (FACE). For more information, please contact Lori Canning, Executive Director of Family and Community Engagement (FACE).

Alignment to 2027 Goals and Guardrails
Guardrail 3: School Support; Guardrail 5: Wellness Support.

Measurable Outcome(s)/Return on Investment
Through the Community School Program grant, Hallandale High School will become a UCF-Certified Community Partnership School. Community Partnership Schools provide comprehensive academic, social and healthcare services for students, staff, families and community members that result in improved outcomes for children.

Financial Impact
The positive financial impact is $80,000 (in-kind). The source of funds is University of Central Florida. There is no additional financial impact to the District.

For more information, please contact:
Name: Dr. Howard Hepburn
Title: Deputy Superintendent, Teaching & Learning
Phone: 754-321-2100

EXECUTIVE SUMMARY

Recommendation to Approve the Post-Submission Sunshine Gasoline Distributors Grant

Board Meeting Date: January 23, 2024

Requested Action
Approve the post-submission Sunshine Gasoline Grant for the 2023-2024 school year in the amount of $25,000.

Impact if the Board Voted Yes or No

If the Board votes "Yes": If this grant is approved, Croissant Park Elementary School will receive $25,000 in funding to increase student access to STEM and educational opportunities.

If the Board votes "No": If this grant is not approved, Croissant Park Elementary School will lose the opportunity receive $25,000 in funding to increase student access to STEM and educational opportunities.

Background/History
STEM education is crucial in meeting the needs of a changing world by teaching students computational thinking skills. Through this grant, Croissant Park Elementary will provide introductory level STEM awareness through standards-based, real-world, problem-based learning activities. Grant funds will be utilized to purchase classroom supplies, materials, technology, and furniture to create a flexible collaborative learning environment. All purchased instructional materials funded through this grant will comply with SBBC Policy 4140 Instructional Materials, which ensures that all non-state adopted instructional materials be evaluated by the school staff and approved by the Office of Academics, prior to purchase.

The Sunshine Gasoline Grant is a new grant. Croissant Park Elementary School has been awarded $25,000 in funding. This grant will be managed by the school. For more information, please contact Michelle-Ann Allison, Principal of Croissant Park Elementary School.

Alignment to 2027 Goals and Guardrails
Goal 4: College & Career Readiness

Measurable Outcome(s)/Return on Investment
Teachers and students have increased access to resources that improve learning outcomes and opportunities in the STEM educational field.

Financial Impact
The positive financial impact is $25,000. The source of funds is Sunshine Gasoline. There is no additional financial impact to the District.

For more information, please contact:
Name: Dr. Howard Hepburn
Title: Deputy Superintendent, Teaching & Learning
Phone: 754-321-2100

EXECUTIVE SUMMARY

Recommendation to Approve the Post-Submission United States Tennis Association Equipment Grant Application

Board Meeting Date: January 23, 2024

Requested Action
Approve the post-submission United States Tennis Association Equipment and Program Grant Applications for the 2023-2024 school year in the amount of $13,994.10.

Impact if the Board Voted Yes or No

If the Board votes "Yes": If this grant application is approved, the District will receive $13,994.10 in in-kind and financial support for school tennis programs.

If the Board votes "No": If this grant application is not approved, the District will lose the opportunity to receive $13,994.10 in in-kind and financial support for school tennis programs.

Background/History
USTA Florida Foundation offers Program and Equipment Grants to Florida nonprofit organizations and government entities with a current USTA organizational membership to help fund eligible tennis programs throughout Florida communities. The Office of Facility Planning & Real Estate and the Athletics & Student Activities Department have partnered with school-based Athletic Directors to pursue funding from the United States Tennis Association's (USTA), Florida Section. Schools opted in and finalized applications to pursue grants during the August – October grant application cycle.

Crystal Lake Middle School received a Program Grant for $6,500.00, and three schools received Equipment Grants (Crystal Lake Middle School $2,499.60, McArthur High School $2,499.60, and South Broward High School $2,494.90), for a combined total of $13,994.10 in-kind and financial support.

Funding will support the introduction of tennis programming. Staff must complete USTA's Safe Play Certification, a comprehensive athlete safety program requirement consisting of education, screening, reporting tools and policies for appropriate conduct in tennis.

The USTA grant is a new and competitive grant. This grant will be managed by the awarded school sites. For more information, please contact Patricia Brown, Director of the Athletics and Student Activities Department.

Alignment to 2027 Goals and Guardrails
Guardrail 3: School Support, Guardrail 5: Wellness Support

Measurable Outcome(s)/Return on Investment
If awarded, the District will benefit from in-kind funding for tennis equipment to introduce children, adolescents, and community members to play, skill development, and healthy habits through tennis.

Financial Impact

The potential positive in-kind impact is $13,994.10 (Program Grant: $6,500.000 Crystal Lake Middle School; Equipment Grants: $2,499.60 Crystal Lake Middle School, $2,499.60 McArthur High School, and $2,494.90 South Broward High School). The source of in-kind support and funds is the United States Tennis Association. There is no additional financial impact to the District.

For more information, please contact:
Name: Dr. Howard Hepburn
Title: Deputy Superintendent, Teaching & Learning
Phone: 754-321-2100

EXECUTIVE SUMMARY

Recommendation to Approve the Post-Submission National Days of Service Lead Agency Grant through Broward Education Foundation

Board Meeting Date: January 23, 2024

Requested Action
Approve the post-submission National Days of Service Lead Agency Grant through Broward Education Foundation for the 2023-2024 school year in the amount of $5,000.

Impact if the Board Voted Yes or No

If the Board votes "Yes": If this grant is approved, Hollywood Hills High School will receive $5,000 in funding to support student-driven substance abuse prevention, railroad crossing, and safe driving campaigns implemented through the school's Students Against Destructive Decisions Club.

If the Board votes "No": If this grant is not approved, Hollywood Hills High School will lose the opportunity to receive $5,000 in funding to support student-driven substance abuse prevention, railroad crossing, and safe driving campaigns implemented through the school's Students Against Destructive Decisions Club.

Background/History
Awarded funds will support the Students Against Destructive Decisions (SADD) Club at Hollywood Hills High to implement activities aimed at increasing positive decision-making and safety. The SADD club has over 250 members from 9th to 12th grade. SADD Club members foster a sense of belonging at the school and promote resiliency, leadership, and advocacy so that young people can make positive life decisions that they will carry with them throughout life.

The National Days of Service Lead Agency Grant is a new and competitive grant. Hollywood Hills High School has been awarded $5,000 in funding. This grant will be managed by the school. For more information, please contact Daniel Most, Principal of Hollywood Hills High School.

Alignment to 2027 Goals and Guardrails
Guardrail 1: Safety

Measurable Outcome(s)/Return on Investment
Students will learn and understand the characteristics of effective collaboration as they develop and implement campaigns for school-wide positive decisions and safe driving.

Financial Impact
The positive financial impact is $5,000. The source of funds is Youth Service America through Broward Education Foundation. There is no additional financial impact to the District.

For more information, please contact:
Name: Dr. Howard Hepburn
Title: Deputy Superintendent, Teaching & Learning
Phone: 754-321-2100

EXECUTIVE SUMMARY

Recommendation to Approve the Post-Submission ORC Family Foundation, Inc. School Grant

Board Meeting Date: January 23, 2024

Requested Action
Approve the post-submission ORC Family Foundation, Inc. School Grant for the 2023-2024 school year in the amount of $5,000.

Impact if the Board Voted Yes or No

If the Board votes "Yes": If this grant is approved, Attucks Middle School will receive $5,000 in funding to support the school's student engagement and activities.

If the Board votes "No": If this grant is not approved, Attucks Middle School will lose the opportunity to receive $5,000 in funding to support the school's student engagement and activities.

Background/History
Grant funds will be used to support student engagement and activities through incentives for grades, attendance, and behavior.

The ORC Family Foundation, Inc. School Grant is a new and competitive grant. Attucks Middle School has been awarded $5,000 in funding. This grant will be managed by the school. For more information, please contact Cassandra Adderley, Principal of Attucks Middle School.

Alignment to 2027 Goals and Guardrails
Guardrail 5: Wellness Support

Measurable Outcome(s)/Return on Investment
Attucks Middle School will increase the support provided to more than 200 8th-grade students in their transition into high school.

Financial Impact
The positive financial impact is $5,000. The source of funds is ORC Family Foundation, Inc. There is no additional financial impact to the District.

For more information, please contact:
Name: Dr. Howard Hepburn
Title: Deputy Superintendent, Teaching & Learning
Phone: 754-321-2100

EXECUTIVE SUMMARY

Recommendation to Approve the Post-Submission ORC Family Foundation, Inc. School Grant

Board Meeting Date: January 23, 2024

Requested Action
Approve the post-submission ORC Family Foundation, Inc. School Grant for the 2023-2024 school year in the amount of $5,000.

Impact if the Board Voted Yes or No

If the Board votes "Yes": If this grant is approved, Bethune Elementary School will receive $5,000 in funding to support the school's mentoring program and increase family engagement.

If the Board votes "No": If this grant is not approved, Bethune Elementary School will lose the opportunity to receive $5,000 in funding to support the school's mentoring program and increase family engagement.

Background/History
Grant funds will be used to support Bethune Elementary School's student mentoring programs: Brother's Keeper and Sister's Keeper. Specifically, funds will support student mentoring activities, parent engagement, and to provide students and teachers with incentives for student academics, student behavior, and teacher/faculty appreciation.

The ORC Family Foundation, Inc. School Grant is a new and competitive grant. Bethune Elementary School has been awarded $5,000 in funding. This grant will be managed by the school. For more information, please contact Latosha Williams, Principal of Bethune Elementary School.

Alignment to 2027 Goals and Guardrails
Guardrail 5: Wellness Support

Measurable Outcome(s)/Return on Investment
Bethune Elementary School will increase the support provided to students to improve and develop their mindfulness and life skills through student mentoring, family engagement, and academic/behavioral incentives.

Financial Impact
The positive financial impact is $5,000. The source of funds is ORC Family Foundation, Inc. There is no additional financial impact to the District.

For more information, please contact:
Name: Dr. Howard Hepburn
Title: Deputy Superintendent, Teaching & Learning
Phone: 754-321-2100

EXECUTIVE SUMMARY

Recommendation to Approve the Post-Submission Everglades Champion School Mini-Grant

Board Meeting Date: January 23, 2024

Requested Action
Approve the post-submission Everglades Champion School Mini-Grant for the 2023-2024 school year in the amount of $1,000.

Impact if the Board Voted Yes or No

If the Board votes "Yes": If this grant is approved, Harbordale Elementary School will receive $1,000 in funding to support the school for Everglades-related field trips.

If the Board votes "No": If this grant is not approved, Harbordale Elementary School will lose the opportunity to receive $1,000 in funding to support the school for Everglades-related field trips.

Background/History
An Everglades Champion School is a call-to-action, designed to incentivize and empower schools to find their Everglades potential by focusing on curriculum, projects, and practices that become a part of their school culture. It encourages schools to make Everglades conservation a core value of the institution. Through the Everglades Champion School Mini-Grant, Harbordale Elementary will use its grant funds in Everglades-related field trips.

The Everglades Champion School Mini-Grant is a new and competitive grant. Harbordale Elementary School has been awarded $1,000 in funding. This grant will be managed by the school. For more information, please contact Jennifer Woertz-Kashdin, Principal of Harbordale Elementary School.

Alignment to 2027 Goals and Guardrails
Goal 3: Science Proficiency

Measurable Outcome(s)/Return on Investment
Students will make important classroom to "real-world" connections through the access to visual/hands-on learning opportunities such as understanding their curriculum through an Everglades experience. Students will also build their science proficiency in earth and life sciences.

Financial Impact
The positive financial impact is $1,000. The source of funds is The Everglades Foundation. There is no additional financial impact to the District.

For more information, please contact:
Name: Dr. Howard Hepburn
Title: Deputy Superintendent, Teaching & Learning
Phone: 754-321-2100

EXECUTIVE SUMMARY

Recommendation to Approve the Post-Submission ALDI Cares Community Grant

Board Meeting Date: January 23, 2024

Requested Action
Approve the post-submission ALDI Cares Community Grant for the 2023-2024 school year in the amount of $1,000.

Impact if the Board Voted Yes or No

If the Board votes "Yes": If this grant is approved, Beachside Montessori Village will receive $1,000 in funding to support the school's Breathe for Change program.

If the Board votes "No": If this grant is not approved, Beachside Montessori Village will lose the opportunity to receive $1,000 in funding to support the school's Breathe for Change program.

Background/History
Grant funds will be used to support Beachside Montessori Village's Breathe for Change program. The program provides teachers and students with resources to build health and wellbeing skills through the instruction of yoga and daily practice of mindfulness activities. By integrating yoga and mindfulness practices, teachers can engage students, foster connection, and promote self-regulation skills. Through cultivating mindfulness and presence, teachers and students learn how to manage their own emotions and create a calm learning environment.

The ALDI Cares Community Grant is a new and competitive grant. Beachside Montessori Village has been awarded $1,000 in funding. This grant will be managed by the school. For more information, please contact Nancy Long, Principal of Beachside Montessori Village.

Alignment to 2027 Goals and Guardrails
Guardrail 5: Wellness Support

Measurable Outcome(s)/Return on Investment
Beachside Montessori Village will increase the number of wellness resources and support provided to students to improve and develop their mindfulness and life skills through the Breathe for Change program.

Financial Impact
The positive financial impact is $1,000. The source of funds is ALDI. There is no additional financial impact to the District.

For more information, please contact:
Name: Dr. Howard Hepburn
Title: Deputy Superintendent, Teaching & Learning
Phone: 754-321-2100

EXECUTIVE SUMMARY

Recommendation to Approve the Post-Submission National Youth Leadership Council -Youth as Solutions Program Grant

Board Meeting Date: January 23, 2024

Requested Action
Approve the post-submission National Youth Leadership Council Youth as Solutions Program grant for the 2023-2024 school year in the amount of $1,000.

Impact if the Board Voted Yes or No

If the Board votes "Yes": If this grant is approved, Hollywood Hills High School will receive $1,000 in funding to support student-driven substance abuse prevention, railroad crossing, and safe driving campaigns implemented through the school's Students Against Destructive Decisions Club.

If the Board votes "No": If this grant is not approved, Hollywood Hills High School will lose the opportunity to receive $1,000 in funding to support student-driven substance abuse prevention, railroad crossing, and safe driving campaigns implemented through the school's Students Against Destructive Decisions Club.

Background/History
Awarded funds will support the Students Against Destructive Decisions (SADD) Club at Hollywood Hills High to implement activities aimed at increasing positive decision-making and safety. The SADD club has over 250 members from 9th to 12th grade. SADD Club members foster a sense of belonging at the school and promote resiliency, leadership, and advocacy so that young people can make positive life decisions that they will carry with them throughout life.

The National Youth Leadership Council - Youth as Solutions Program is a new and competitive grant. Hollywood Hills High School has been awarded $1,000 in funding. This grant will be managed by the school. For more information, please contact Daniel Most, Principal of Hollywood Hills High School.

Alignment to 2027 Goals and Guardrails
Guardrail 1: Safety

Measurable Outcome(s)/Return on Investment
Students will learn and understand the characteristics of effective collaboration as they develop and implement campaigns for school-wide positive decisions and safe driving.

Financial Impact
The positive financial impact is $1,000. The source of funds is National Youth Leadership Council. There is no additional financial impact to the District.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	OO. Strategy & Operations
DEPARTMENT:	Grants Administration

Agenda Item Number:	OO-2.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **Third Amendment to the MIND Research Institute Agreement**

REQUESTED ACTION: **Approve the Third Amendment to the Agreement between The School Board of Broward County, Florida, and the MIND Research Institute. Districts 2 and 5.**

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Agreement
-
-
- Related Item 3
-
-

FINANCIAL IMPACT:

The positive financial impact is $12,000 (in-kind). The source of funds is the MIND Research Institute. There is no additional financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Algebra Proficiency **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Judith M. Marte	Phone:	754-321-2611
Name:	Dr. Howard Hepburn	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Judith M. Marte, Deputy Superintendent, Finance & Operations

Signature

Judith M. Marte, Deputy Superintendent Finance & Operations

Electronic Signature

Form $4189 Revised 7/23

PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

For more information,
please contact:
Name: Dr. Howard Hepburn
Title: Deputy Superintendent,
Teaching & Learning
Phone: 754-321-2100

EXECUTIVE SUMMARY

Recommendation to Approve the Third Amendment to the MIND Education Agreement

Board Meeting Date: January 23, 2024

Requested Action
Approve the Third Amendment to the MIND Education Agreement for the 2023-2024 school year in the amount of $12,000 (in-kind).

Impact if the Board Voted Yes or No

If the Board votes "Yes": If this Agreement is approved, Westpine and Pines middle schools will receive a total of $12,000 in in-kind support for the implementation of the ST Math instructional program.

If the Board votes "No": If this Agreement is not approved, Westpine and Pines middle schools will lose a total of $12,000 in in-kind support for the implementation of the ST Math instructional program.

Background/History
ST Math is a PreK-8 visual instructional program that leverages the brain's innate spatial-temporal reasoning ability to solve mathematical problems. ST Math's unique, patented approach provides students with equitable access to online learning through challenging puzzles, non-routine problem solving, and informative feedback. With ST Math, students build deep conceptual understanding, and schools see proven, repeatable results. With the support of Verizon, MIND Education offers schools the following for the 2023-2024 school year:

- A full site license to ST Math: Middle School Supplement (Grades 6-8)
- Ongoing training and professional development for educators
- Ongoing webinar training and access to learning resources
- Personalized technical and curricular support
- Live coaching and modeling for teachers in the classroom
- Coaching and support in the use of data and reports
- 24/7 access to a robust gallery of reports

This Agreement allows for Westpine and Pines middle schools to receive an in-kind donation of site licenses valued at $6,000 each for a combined total of $12,000. The schools will manage their own program. All purchased instructional materials funded through this grant will comply with SBBC Policy 4140 Instructional Materials, which ensures that all non-state adopted instructional materials be evaluated by the school staff and approved by the Office of Academics, prior to purchase. For more information, please contact Sherri Wilson, Director of Innovative Learning.

Alignment to 2027 Goals and Guardrails
Goal 2: Algebra Proficiency; Guardrail 3: School Support

Measurable Outcome(s)/Return on Investment
The ST Math pre-assessment will help establish baseline data. Utilizing ST Math and the school's math curriculum, regular formative assessments will guide online and remote remediation, enrichment activities, and instructional practices to reach the goal of 75% achievement score and personal learning gains of 75 points or better for students participating in ST Math.

Financial Impact
The positive financial impact is $12,000 (in-kind). The source of funds is MIND Education. Awarded schools who choose to participate after June 30, 2024 will purchase the program from the school's budget. There is no additional financial impact to the District.

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

MIND EDUCATION
f/k/a
MIND RESEARCH INSTITUTE
(hereinafter referred to as "MIND"),
having its principal place of business is
5281 California Avenue, Suite 300, Irvine, California 92617

WHEREAS, SBBC and MIND entered into an Agreement dated December 15, 2020 ("Agreement"); and

WHEREAS, the Agreement implements "Spatial-Temporal Math" or "ST Math," which develops a uniquely visual, non-language approach to teaching math to all students by developing a deeper understanding of math concepts, perseverance, and problem-solving skills through the ST Math School Grants Program ("Program") beginning at Glades, Margate, and Nova middle schools ("Cohort 1"); and

WHEREAS, on August 17, 2021, SBBC and MIND entered into a First Amendment to add McNicol, Olsen, Pines, and Westpine middle schools awarded in 2021 ("Cohort 2"); and

WHEREAS, on August 17, 2022, SBBC and MIND entered into a Second Amendment to add Annabel C. Perry PreK-8, Bair, Driftwood, Forest Glen, Lauderdale Lakes, Pompano Beach, Silver Lakes middle schools, and Millennium 6-12 College Academy that were awarded in 2022; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement through this Third Amendment to Agreement ("Third Amendment").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Name Change**. MIND Research Institute is replaced with MIND Education, by interlineation, within the Agreement.

1.03 **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

I. The following provisions replace Section 2.02(b) Program Description of the Agreement as follows:

(b) This grant is awarded for a period of two years ending on June 30, 2024. Westpine and Pines middle schools receive a total of $12,000 in in-kind support for the implementation of the ST Math instructional program. SBBC will not be responsible for paying any balance for the annual ST Math software license fee not covered by the grant.

II. The provisions in Section 2.03(d) Program Requirements of the Agreement are replaced with the following:

(d) Renewal Fees. SBBC understands that this is a one-time grant, and that SBBC is not responsible for funding its use of the Program once the grant has expired and should the school continue participating in the program.

III. The provisions in Section 2.05(a)(5) MIND Safeguarding the Confidentiality of Education Records of the Agreement are replaced with the following:

2.05 **MIND Safeguarding the Confidentiality of Education Records**.

a) Notwithstanding any provision to the contrary within this Agreement, MIND shall:

* * *

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall, otherwise be in full be in compliance with Section 1006.1494, Florida Statutes;

* * *

IV. The following provisions are added to the Agreement, by interlineation, as "Section 2.18: Auditing of Data Protection Controls":

2.18 **Auditing of Data Protection Controls.**

(a) MIND or any of MIND's subcontractors with access to SBBC data shall undergo an audit utilizing the Statement on Standards for Attestation Engagements 18 (SSAE 18) auditing standards published by the Auditing Standards Board of the American Institute of Certified Public Accountants and receive a System and Organization Controls (SOC) 2 report validating their security controls.

(b) At a minimum, the audit shall show what controls are used to:

1) protect SBBC against unauthorized access, unauthorized disclosure, and damage;
2) reduce the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data;
3) ensure SBBC student and/or staff personal information is collected, used, retained, disclosed, and disposed of in a manner to meet MIND's objectives while also ensuring the data is protected from unauthorized use or disclosure; and
4) monitor compliance with established security controls.

(c) Regardless of the audit type used, SSAE 18 or another third-party audit, MIND shall provide an attestation stating that MIND and/or MIND's subcontractors with access to SBBC data have undergone an audit and the security controls being used are in compliance with acceptable security standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by MIND or by any of MIND's subcontractors with access to SBBC data under this Agreement.

(d) Additionally, MIND and/or MIND's subcontractors with access to SBBC data shall, at minimum, annually complete a SSAE 18 or other third-party compliance assessment and maintain compliance during the agreement. The MIND shall provide SBBC an attestation of continued compliance by MIND and/or MIND's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

1.04 **Order of Precedence among Agreement Documents**. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

a) This Third Amendment to Agreement, then
b) The Second Amendment to Agreement; then
c) The First Amendment to Agreement; then
d) The Agreement.

1.05 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to Agreement on the date of last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Lori Alhadeff, Chair

ATTEST:

_____
Dr. Peter B. Licata
Superintendent of Schools

Approved as to Form and Legal Content:

Maya Moore

Digitally signed by Maya Moore
Reason: MIND Education Third Amendment
Date: 2023.12.14 11:24:40 -05'00'

_____
Office of the General Counsel

FOR MIND:

(Corporate Seal)

MIND Education

ATTEST:

By _____
Signature

_____
, Secretary

Printed Name: Brett Woudenberg

-or-

Title: Chief Executive Officer

_____
Witness

_____
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Nevada

COUNTY OF Clark

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/13/2023 (*date*) by Brett E. Woudenberg (*name of officer or agent, title of officer or agent*) of mind Education (*name of corporation acknowledging*), a California (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced Nevada Driver's License (*type of identification*) as identification and who ☑did/☐did not first take an oath this 13th day of December, 2023.

My Commission Expires: 12/02/2024

_____
Signature – Notary Public

(SEAL)

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ARIONA VATANA
No. 21-7728-01 My Appointment Expires December 2, 2024

Ariona Vatana
Printed Name of Notary

21-7729-01
Notary's Commission No.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	OO. Strategy & Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-3.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **AGR24-230 - Inner Explorer**

REQUESTED ACTION: **Approve the Agreement; Contract Term: January 23, 2024 through January 22, 2027, with an option for two additional one-year renewal periods; Award Amount: $594,000 (Year 1: $198,000; Year 2: $198,000; Year 3: $198,000); Awarded Vendor: Inner Explorer, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide.**

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Agreement has been reviewed and approved as to form and legal consent by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Agreement

FINANCIAL IMPACT:

$594,000. The funds will come from the Mental Health Assistance Allocation.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Wellness Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Judith M. Marte	Phone:	754-321-2100
Name:	Dr. Howard Hepburn	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Judith M. Marte, Deputy Superintendent, Finance & Operations

Signature

Judith M. Marte, Deputy Superintendent, Finance & Operations

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23

PBL/VSW

For more information, please contact:
Name: Dr. Howard Hepburn
Title: Deputy Superintendent,
Teaching & Learning
Phone: 754-321-2100

EXECUTIVE SUMMARY

Recommendation to Approve Agreement
AGR24-230 – Inner Explorer

Board Meeting Date: January 23, 2024

Requested Action
Approve the Agreement; Contract Term: January 23, 2024, through January 22, 2027, with an option for two additional one-year renewal periods; Award Amount: $594,000 (Year 1: $198,000; Year 2: $198,000; Year 3: $198,000); Awarded Vendor: Inner Explorer, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide.

Impact if the Board Voted Yes or No

If the Board votes "Yes": Students can access an interactive platform that helps develop resiliency skills while promoting life skills and wellness.

If the Board votes "No": Students will not have access to resources that will help improve their mental health.

Background/History
Inner Explorer is a mindfulness platform designed to support mental health and well-being. Instructors use this resource prior to instruction, during daily transitions, and after emergency/safety protocols. This audio-guided program is based on the Mindfulness-Based Stress Reduction (MBSR) protocols. It supports State Statue 1003.42 as it cultivates critical life skills, such as self-awareness, self-regulation, empathy, and resilience. These skills work to address chronic stress, trauma, and adversity while also fostering compassionate and equitable learning environments. This evidence-based program improves mental health, brain development, emotional regulation, performance, creativity, and a host of other benefits.

This program requires no preparation, planning, training, or curriculum as it is just a "press-and-play" tool with sequential practice for daily activities. Teachers and families can join in the daily practices in English and Spanish and benefit as much as the students. Webinars tailored to the needs of counselors, educators, administrators, and families will also be provided. Analytics dashboards with customized reporting and a dedicated project coordinator are also provided.

Alignment to 2027 Goals and Guardrails
Guardrail 5: Wellness Support

Measurable Outcome(s)/Return on Investment
By November of 2024, the self-awareness and self-management results in the life skills and wellness survey will increase by ten (10) percent.

Last school year, two hundred seven (207) of our two hundred forty (240) schools in Broward County Public Schools were actively using Inner Explorer, eighty-six (86) percent. In a study conducted during the 2022-2023 school year about Inner Explorer, one hundred ninety-three (193) schools responded, consisting of teachers, counselors, and administrators reporting the following results:

- One hundred thirty (130) saw an increase in awareness of self and others
- One hundred twelve (112) indicated an increase in student self-regulation
- Seventy-one (71) saw an increase in student academics
- Sixty-five (65) experienced fewer classroom behaviors

Procurement Method
Pursuant to Rule 6A -1.012, 11(b), and 14, Florida Administrative Code, and Purchasing Policy 3320, Section II.H, authorizes the purchase of any type of copyrighted materials, instructional materials, and computer software without competitive solicitations.

Financial Impact
The spending authority is $594,000. The funds will come from the Mental Health Assistance Allocation.

The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

PROCUREMENT & WAREHOUSING SERVICES

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	AGR24-230	**Preparation Date:**	December 7, 2023
Previous Bid # (Ex: 10-004R):	FY22-100	**Buyer/PA:**	Cynthia Gomez
New Bid Award Total:	$594,000	**Bid Title:**	Inner Explorer
Previous Award Total:	$295,225		
Bid Type:	New Bid		
Previous Bid Term (Start Date):	10/1/2021	**New Bid Term (In Months):**	36
Previous Bid Term (End Date):	7/31/2023	**# of Months Into Bid:**	25

SPEND REPORTING	
Purchase Order(s) Spend:	$295,225
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$295,225**
Average Monthly Expenditure:	11809
Unused Authorized Spending:	**$0**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:	M/WBE Status (If applicable):	Spend:
133950 INNER EXPLORER INC		$ 295,225
0		
0		
0		
0		
0		
0		
0		
0		
0		
0		
0		
0		
0		
0		
0		
0		
	PO VENDOR SPEND:	**$ 295,225**
	P-CARD SPEND:	**$ -**
	TOTAL SPEND:	**$ 295,225**

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	2615098050	**Name** (First & Last)	Daniel Shapiro
Fund	1000	**Title**	Director
Functional Area	6110000000000000	**Department/School Name**	School Counseling
Commitment Item	56910000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**12/10/2023**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

INNER EXPLORER, INC.
(hereinafter referred to as "IEI"),
whose principal place of business is
430 Franklin Village Drive #325, Franklin, Massachusetts 02038

WHEREAS, SBBC is willing to partner with IEI, a non-profit organization founded in 2011, that effectively and easily brings daily audio-guided mindfulness lessons to district preschool through high school classrooms to help district students develop skills of attention, focus, and self-control, resulting in less stress, better grades and better behavior; and

WHEREAS, IEI provides access to mindfulness computer software program through web, mobile and integrated on learning management systems including Clever; and

WHEREAS, IEI is willing to provide mobile and web access through the Inner Explorer-home app to the SBBC; and

WHEREAS, SBBC and IEI desire to memorialize the terms and conditions of their agreement for the provision of such services; and

WHEREAS, Rule 6A -1012, 11(b) and 14, Florida Administrative Code and School Board Policy 3320, Section II.H, authorizes the purchase of any type of copyrighted materials, and computer software without competitive solicitations.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 – RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. The term of this Agreement commences on January 23, 2024 ("Effective Date") and conclude on January 22, 2027 unless terminated earlier pursuant to section 3.05 of this Agreement. This Agreement may, upon approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties, be extended for two (2) additional one (1) year periods.

2.02 **Description of IEI Responsibilities**.

(a) IEI hereby grants SBBC an unlimited number of non-exclusive licenses to utilize the Inner Explorer computer software program as described under this Agreement and as described in the chart below.

District Wide Implementation of Inner Explorer
School Wide Licenses with full program access Pre-K-12th grade (English & Spanish)
Four Program Levels (PK, Elementary, Middle and High School) include 180 core daily practices to match the school year, as well as shorter transition and sound practices. Each program level has narrators who are diverse in age, gender, ethnicity, and culture
Custom Branded Portal with District information for Easy On-boarding and Advanced Analytics Dashboard
Customized Analytics Reports with raw data as well Power Point presentation with monthly highlights
InnerExplorer@Home Family App with Free & Transparent access for all parents and caregivers
Counselor Series which provides additional tools for relief in one-on-one and small group settings
Educator Well-Being Series to support educator and staff mental health and well-being. The series is a way for educators to practice self-care, manage stress, and prevent burnout through daily mindfulness
Summer Series which offers daily mindfulness practices for summer learning or use at home over break
School Safety Toolkit to help students and educators feel safe, grounded and ready to return to learning following drills, lockdowns, etc
Sports and Arts Series to support the transition to after-school activities (in development)
Custom District Road Map with monthly marketing templates and best practice suggestions
Project Coordinator available to support staff and hold office hours for all SBBC employees
Narrator Opportunity for Broward youth and staff to record Inner Explorer practices on the platform

(b) Such access to the Inner Explorer computer software program are for all district students in all district schools, including access for all educators, district staff, and for all respective families throughout the district.

(c) Training on use of Inner Explorer computer software program. IEI shall provide to all SBBC staff with virtual training on the use of the Inner Explorer program at a minimum of 2 times during each year of the term of this Agreement. IEI shall coordinate the dates with SBBC staff. Additionally, IEI will provide SBBC staff with support to utilize and have knowledge of its Inner Explorer computer software program as needed by SBBC staff.

(d) IEI shall meet with SBBC staff weekly to evaluate the financial return on investment (ROI) and academic impact of the Inner Explorer program and provide SBBC staff with monthly usage data of teacher/school and parent usage of the Inner Explorer program in an Excel format throughout the term of this Agreement. Additionally, IED shall ensure that its digital data platform contains real-time and accurate data that is accessible to SBBC staff at all times.

2.03 **Cost of Services and Payment**.

(a) Cost of Services. The total cost to SBBC for the Inner Explorer computer software program and related services provided to SBBC under this Agreement is Five Hundred Ninety-Four Thousand Dollars and 00/100 Cents ($594,000.00).

Dates	Total Annual Dollar Amount
1/23/24 – 1/22/25	$198,000.00
1/23/25 – 1/22/26	$198,000.00
1/23/26 – 1/22/27	$198,000.00

(b) Payment of Services.

1) SBBC will provide IEI with an appropriate purchase order.

2) IEI shall submit all invoices to the following address:

The School Board of Broward County, Florida
Accounting and Financial Reporting Department
Attn: Accounts Payable
600 S.E. 3rd Avenue, 7th Floor
Fort Lauderdale, Florida 33301

3) IEI shall submit to SBBC proper and appropriate invoices as specifically stated in this section; and SBBC will make payment within thirty (30) calendar days of receipt of such invoice.

i. On or subsequent to the Effective Date of this Agreement IEI shall submit to SBBC an invoice in the amount of One Hundred Ninety-Eight Dollars and 00/100 Cents for the Inner Explorer computer software program and related services provided to SBBC under this Agreement for the time period of January 23, 2024 through January 22, 2025.

ii. On or subsequent to January 23, 2025, IEI shall submit to SBBC an invoice in the amount of One Hundred Ninety-Eight Dollars and

00/100 Cents for the Inner Explorer computer software program and related services provided to SBBC under this Agreement for the time period of January 23, 2025 through January 22, 2026.

iii. On or subsequent to January 23, 2026, IEI shall submit to SBBC an invoice in the amount of One Hundred Ninety-Eight Dollars and 00/100 Cents for the Inner Explorer computer software program and related services provided to SBBC under this Agreement for the time period of January 23, 2026 through January 22, 2027.

2.04 **No Disclosure of SBBC Education Records**. SBBC shall not disclose any education records to IEI pursuant to this Agreement. However, should IEI come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. IEI's use or re-disclosure may violate applicable federal and state laws.

2.05 **IEI Safeguarding the Confidentiality of Education Records**.

Notwithstanding any provision to the contrary within this Agreement, IEI shall:

(a) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

(b) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records are to be shared provides prior written consent for their release;

(c) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

(d) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

(e) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

(f) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

(g) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law.

2.06 **SBBC Disclosure of Employee Records**.

(a) SBBC staff will provide IEI with the employee records in this section for the following purposes:

1) Clever SSO Authentication. Inner Explorer allows school staff to access online mindfulness resources to be used during classroom lessons, particularly for the district's required Mindfulness Initiative. These resources are pre-made activities that are played for students under the direction of the instructor.

(b) SBBC will provide IEI with the following employee records, via secure file transfer protocol (FTP) or a physical disk drive:

1) Teacher's Profile Information:
   i. First and Last Name
   ii. Email Address
   iii. School Name
   iv. School Address

IEI will provide SBBC with the following information monthly:

2) Practice Information
   i. Date and Time of Access
   ii. Practice Name and Language
   iii. Duration of the Practice Playback

(c) In addition to the employee records being disclosed by SBBC staff in this section, IEI will also have access to work and information input by employees in IEI's online platform, including, First and Last Name, Email Address, School Name, and School Address.

(d) The requirements of this section shall supersede any uses and disclosures of employee records as listed in IEI's privacy policies.

2.07 **IEI Safeguarding the Confidentiality of Employee Records**. Notwithstanding any provision to the contrary within this Agreement, IEI shall:

(a) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records,

(b) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law,

(c) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement,

(d) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information,

(e) notify SBBC immediately upon discovery of a breach of confidentiality of employee records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes,

(f) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, and

(g) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law. This section shall survive the termination of all performance or obligations under this Agreement.

2.08 **Auditing of Data Protection Controls**.

(a) IEI or any of IEI's subcontractors with access to SBBC data shall provide an attestation stating the IEI and/or IEI's subcontractors with access to SBBC data have undergone a third-party audit and the security controls being used are in compliance with acceptable security standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by IEI or by any of IEI's subcontractors with access to SBBC data under this Agreement.

(b) At a minimum, the audit shall show what controls are used to:

1) protect SBBC against unauthorized access, unauthorized disclosure, and damage;
2) reduce the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data;
3) ensure SBBC student and/or staff personal information is collected, used, retained, disclosed, and disposed of in a manner to meet IEI'S objectives while also ensuring the data is protected from unauthorized use or disclosure; and
4) monitor compliance with established security controls.

(c) Additionally, the IEI and/or the IEI's subcontractors with access to SBBC data shall, at minimum, annually receive a third-party audit of their security controls showing continued compliance with acceptable security standards and maintain compliance during the agreement. The IEI shall provide SBBC an attestation of continued compliance by IEI and/or IEI's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.09 **Inspection of IEI's Records by SBBC**. IEI shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All IEI's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by

SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of IEI directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to IEI's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to IEI pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide IEI reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to IEI's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by IEI to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any of IEI's claim for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by IEI in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by IEI. If the audit discloses billings or charges to which IEI is not contractually entitled, IEI shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand under otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, IEI shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by IEI to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to IEI pursuant to this Agreement and such excluded costs shall become the liability of IEI.

(g) Inspector General Audits. IEI shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.10 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, School Counseling, Student Services Division The School Board of Broward County, Florida Procurement and Warehousing Services Department 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351
With a Copy to:	Director of Student Assessment and Research The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To IEI:	Dr. Laura Bakosh Inner Explorer, Inc. 430 Franklin Village Drive #325 Franklin, Massachusetts 02038

2.11 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.12 **Background Screening**. IEI shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of IEI's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be

conducted by SBBC in advance of IEI or its personnel providing any services under this Agreement. IEI shall 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 (FDLE) to maintain the fingerprints provided with respect to IEI and its personnel. The parties agree that the failure of IEI to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit IEI to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. IEI agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from IEI's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.13 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. IEI shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, IEI shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. IEI shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if IEI does not transfer the public records to SBBC. Upon completion of the Agreement, IEI shall transfer, at no cost, to SBBC all public records in possession of IEI or keep and maintain public records required by SBBC to perform the services required under the Agreement. If IEI transfers all public records to SBBC upon completion of the Agreement, IEI shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If IEI keeps and maintains public records upon completion of the Agreement, IEI shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.14 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By IEI. IEI agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by IEI, its agents, servants, or employees; the equipment of IEI , its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of IEI or the negligence of IEI's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by IEI, SBBC, or otherwise.

2.15 **Insurance Requirements**. IEI shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. IEI shall maintain General Liability insurance during the term of this Agreement with limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Workers' Compensation. IEI shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(c) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(d) Verification of Coverage. Proof of the required insurance must be furnished by IEI to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit IEI to remedy any deficiencies. IEI must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(e) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, 600 S.E. 3rd Avenue, Fort Lauderdale, FL 33301.

(f) Cancellation of Insurance. IEI is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(g) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage, or endorsements, herein throughout the term of this Agreement.

2.16 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.17 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by IEI that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. IEI further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. IEI acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. IEI further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if IEI (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is one million dollars ($1,000,000) or more, the Agreement may be terminated at SBBC's option if IEI is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.18 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this

Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.19 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.20 **Proprietary Information**.

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, if said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date of the last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Lori Alhadeff, Chair

ATTEST:

Date: _____

_____
Dr. Peter B. Licata, Superintendent of Schools

Approved as to Form and Legal Content:

Maya Moore

Digitally signed by Maya Moore
Reason: Identisys First Amendment
Date: 2023.12.14 16:23:52 -05'00'

Note: Inner Explorer, Inc. - AGR24-230

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR IEI:

(Corporate Seal)

INNER EXPLORER, INC.

ATTEST:

By: Laura Bakosh
Signature

Signature

Print Name of Official Company Registered Secretary

Laura Bakosh
Print Name

-or-

Kenneth Dawn
Witness

GEO
Title

Date: 12.21.23

Peter Paris
Witness PETER PARIS

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12/21/2023 (*date*) by LAURA BAKOSH (*name of officer or agent, title of officer or agent*) of INNER EXPLORER (*name of corporation acknowledging*), a MASSACHUSETTS (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced DRIVER'S LICENSE (*type of identification*) as identification and who ☒did/☐did not first take an oath this 21ST day of DECEMBER, 2023.

My Commission Expires: 08/10/2025

Peter Paris
Signature – Notary Public

(SEAL) PETER PARIS Notary Public - State of Florida Commission # HH 163984 My Comm. Expires Aug 10, 2025 Bonded through National Notary Assn.

PETER PARIS
Print Name of Notary

HH 163984
Notary's Commission No.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	OO. Strategy & Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-4.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **FY21-213 - Identification and Card Solution**

REQUESTED ACTION: **Approve the First Amendment, Renewal, and Additional Spending Authority of the Agreement; Original Contract Term: January 20, 2021 through January 31, 2024; New Contract Term: January 20, 2021 through January 31, 2025, with one additional one-year renewal period remaining; Additional Spending Authority: $100,000; New Total Award Amount: $396,000.; Awarded Vendor: Identisys, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide.**

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
This Agreement has been reviewed and approved as to form and legal content by the Office of General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Agreement
- Renewal Letter
- OO-4 Response

FINANCIAL IMPACT:

$100,000, bringing the total spending authority to $396,000. The funding source will come from the Schools operating Budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:
(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Judith M. Marte	Phone:	754-321-2611
Name:	Dr. Josiah Phillips	Phone:	754-321-2607

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Judith M. Marte, Deputy Superintendent, Finance & Operations

Signature

Judith M. Marte, Deputy Superintendent, Finance & Operations

Electronic Signature
Form $4189 Revised 7/23
PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____
School Board Chair

For more information, please contact:
Name: Dr. Josiah Phillips
Title: Chief Information Officer
Phone: 754-321-2607

EXECUTIVE SUMMARY

Recommendation to Approve First Amendment, Renewal, and Additional Spending Authority FY21-213 - Identification and Card Solution

---

Board Meeting Date: January 23, 2024

Requested Action
Approve the First Amendment, Renewal, and Additional Spending Authority of the Agreement; Original Contract Term: January 20, 2021, through January 31, 2024; New Contract Term: January 20, 2021, through January 31, 2025, with one additional one-year renewal period remaining; Additional Spending Authority: $100,000; New Total Award Amount: $396,000.; Awarded Vendor: Identisys, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide.

Impact if the Board Voted Yes or No

If the Board votes "Yes": Schools will continue to purchase services from Identisys to create and print student and staff badges meeting the school safety and security requirements of having everyone identified on campus.

If the Board votes "No": Schools will not be able to purchase or renew from Identisys the system to create student/staff badges and will not be able to meet the school safety and security requirements of having everyone identified on campus.

Background/History
The Broward County Public Schools' strategic plan calls for continuous improvement in safety and security on every school campus. The District schools have utilized equipment and software to provide students, teachers, and administrative staff with identification cards specific to each campus. The identification cards allow for a unique design for each campus to identify students and staff associated with the school easily. The schools using the system are:

- Deerfield Beach HS
- William Dandy MS
- Norcrest ES
- Deerfield Beach HS
- Cypress ES
- Silver Lakes MS
- Cypress Run Education Center
- Virginia Shuman Young ES
- Dillard HS
- Blanche Ely HS
- Castle Hill Annex
- Gulfstream Early Learning Center #5641
- Driftwood MS
- Parkway MS
- Miramar ES

Alignment to 2027 Goals and Guardrails
Safety
Accountability

Measurable Outcome(s)/Return on Investment
Increase student/staff security on campus, decrease unauthorized access to school grounds and maintain greater control of personal private data.

Procurement Method
Rule 6A -1.012(14), Florida Administrative Code, and Purchasing Policy 3320, Section VI.(C)(5)(c), authorize the purchase of information technology as defined in Section 282.0041, Florida Statutes, by direct negotiation based on specifications, projected quantities, and terms and conditions, as best fits the needs of SBBC.

Financial Impact
The additional spending authority being requested is $100,000, bringing the total spending authority to $396,000. The funding source will come from the Schools operating Budget.

Financial Impact Table:

ACTION	DATE	TERM (months)	AMOUNT
Original Award	1/20/2021	36	$260,000
Additional Spending Authority	10/17/2023		$36,000
First Renewal + additional spending authority	1/31/2025	12	$100,000
Total Contract Award Amount		**48**	**$396,000**

The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

PROCUREMENT & WAREHOUSING SERVICES

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	December 7, 2023
Previous Bid # (Ex: 10-004R):	FY21-213	**Buyer/PA:**	ERNESTO PEREZ
New Bid Award Total:	$396,000	**Bid Title:**	Identification and Card Solution
Previous Award Total:	$296,000		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	1/20/2021	**New Bid Term (In Months):**	48
Previous Bid Term (End Date):	1/31/2024	**# of Months Into Bid:**	35

SPEND REPORTING	
Purchase Order(s) Spend:	$290,111
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$290,111**
Average Monthly Expenditure:	$8,289
Unused Authorized Spending:	**$5,889**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
108653-IDENTISYS INC		$ 290,111
	PO VENDOR SPEND:	**$ 290,111**
	P-CARD SPEND:	**$ -**
	TOTAL SPEND:	**$ 290,111**

NOTES (Type Below):

The funding source will come from the Schools operating Budget.

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center		**Name** (First & Last)	
Fund		**Title**	
Functional Area		**Department/School Name**	
Commitment Item		**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**12/12/2023**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

IDENTISYS INCORPORATED
(hereinafter referred to as "IdentiSys"),
having its principal place of business at
7630 Commerce Way, Eden Prairie, Minnesota 55344

WHEREAS, IdentiSys is a provider of equipment and software solutions to facilitate production of identification cards; and

WHEREAS, SBBC and IdentiSys entered into an agreement with a contract term beginning January 20, 2021, and continuing through January 31, 2024 ("Agreement") for IdentiSys to provide SBBC with its identification card solutions, equipment, and services for use within the school district; and

WHEREAS, the parties mutually desire to extend the Agreement for an additional year through this First Amendment to Agreement; and

WHEREAS, Rule 6A -1.012(14), Florida Administrative Code, and Purchasing Policy 3320, Section VI.(C)(5)(c), authorize the purchase of information technology as defined in Section 282.0041, Florida Statutes, by direct negotiation based on specifications, projected quantities, and terms and conditions, as best fits the needs of SBBC.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Term of Agreement**. Pursuant to Article 2.01 of the Agreement, the term of the Agreement is hereby extended from February 1, 2024 ("Effective Date") through January 31, 2025, unless terminated earlier pursuant to Article 3.05 of the Agreement.

1.03 **Order of Precedence among Agreement Documents**. In the event of a conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

a) The First Amendment to Agreement; then
b) The Agreement.

1.04 **Other Provisions Remain in Force**. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement on the Effective Date.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Lori Alhadeff, Chair

Date _____

ATTEST:

_____
Dr. Peter B. Licata,
Superintendent of Schools

Approved as to Form and Legal Content:

Maya Moore

Digitally signed by Maya Moore
Reason: Identisys First Amendment
Date: 2023.12.14 16:23:52 -05'00'

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

ATTEST:

_____, Secretary

-or-

_____
Witness

_____
Witness

IdentiSys Incorporated

By _____
Signature

Printed Name: Barbara Beecher

Title: District Sales Manager

STATE OF Florida

COUNTY OF Martin

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this Dec 14, 2023 (*date*) by Barbara Beecher (*name of officer or agent, title of officer or agent*) of IdentiSys, INC (*name of corporation acknowledging*), a Minnesota (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced FLDL (*type of identification*) as identification and who ☐☐did/☒did not first take an oath this 14th day of Dec, 2023.

My Commission Expires:

(SEAL) NOTARY PUBLIC STATE OF FLORIDA

CHRYSTAL GOMEZ
Commission # HH 339139
Expires February 24, 2027

_____
Signature – Notary Public

Chrystal Gomez
Printed Name of Notary

HH 339139
Notary's Commission No.

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Mary C. Coker, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
mary.coker@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Daniel P. Foganholi
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Peter B. Licata
Superintendent of Schools

12/06/2023

IdentiSys Incorporated
Attn: Barbara Beecher
7630 Commerce Way
Eden Prairie, MN 55344

Subject:	Letter of **Renewal** of The Contract
Agreement #:	FY21-213
Agreement Title:	Identification and Card Solution

Dear Ms. Beecher:

The above-referenced contract expires on 12/6/2023. In accordance with Special Condition Special Condition 2.01 of the Agreement, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 1/31/2024 Through 1/30/2025. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this Agreement award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded Agreement and your agreement to maintain (or reduce) the current awarded price(s)/discount.

- ☒ Yes, I offer to renew the current contract award at the current awarded price(s).
- ☐ Yes, I offer to renew the current contract award at the lower price(s) contained on the attached page(s).
- ☐ No, I do not wish to renew the current contract award.
- ☐ Other

For informational purposes, when going to our Board for approval of this renewal, if this is not renewed and SBBC goes out for a new Agreement please indicate below whether your price/discount would remain the same, be lowered, or increase?

- ☐ If this Agreement is not renewed, price/discount in the new Agreement would stay the same
- ☐ If this Agreement is not renewed, price/discount in the new Agreement would be lower
- ☒ If this Agreement is not renewed, price/discount in the new Agreement would be higher

If you indicated that there would be a pricing increase in a new Agreement, please indicate the percentage that the price(s) would be increased by in comparison to our current Agreement Insert Number Here

Percent of increase: Insert % Number Here 5%

Please sign and date this document in the space provided and return it to my attention no later than 12/8/2023. If you fail to respond by this date, the School District will not consider renewal of your award. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Ernesto Perez

Ernesto Perez
Purchasing Agent IV

VENDOR RESPONSE

Barbara Beecher
Signature/Date - Authorized Representative

Barbara Beecher
Printed Name - Authorized Representative

Board Member Request: **RSBM-012324-05 (DH)**
January 17, 2024

Established 1915 BROWARD County Public Schools | Educating Today's Students to Succeed in Tomorrow's World

From: Office of the Chief Information Officer

Topic: OO-4.) FY21-213 - Identification and Card Solution

BM Request: Why are there only 15 schools included in this contract? **RSBM-012324-05 (D. Hixon)**

Response: The 15 schools included in the Identisys contract have been specifically selected for this contract due to their existing use of the system. As we progress, we are planning to transition these functionalities to Focus SIS after it goes live. This aligns with our broader goals of system integration and efficiency within the District.

PBL/JJP:djc

1/17/24
Dr. Joe Phillips
Chief Information Officer,
Chief Information Office

1/18/24
Dr. Peter B. Licata
Superintendent of
Schools

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	OO. Strategy & Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-5.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **FY22-176 - HVAC Filter and Installation Services**

REQUESTED ACTION: **Approve the First Renewal and Additional Spending Authority for the Piggyback Agreement; Original Contract Term: October 13, 2021 through February 9, 2024; New Contract Term: October 13, 2021 through February 9, 2025, with one additional one-year renewal period remaining; Additional Spending Authority: $2,336,000; New Total Award Amount: $6,118,000; Awarded Vendor: Bonded Filter Co. LLC d/b/a BFC Solutions; Small/Minority/Women Business: None; District-wide.**

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
These Agreements have been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Agreement
- Renewal Letter
- Evaluations-2

FINANCIAL IMPACT:

$2,336,000 which will bring the new total award amount to $6,118,000 and it is funded by approved Physical Plant Operations budgets.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:
(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Judith M. Marte	Phone:	754-321-2611
Name:	Deborah Czubkowski	Phone:	754-321-2659

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Judith M. Marte, Deputy Superintendent, Finance & Operations

Signature

Judith M. Marte, Deputy Superintendent, Finance & Operations

Electronic Signature
Form $4189 Revised 7/23
PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____
School Board Chair

For more information, please contact:
Name: Deborah Czubkowski
Title: Chief Facilities Officer
Phone: 754-321-2659

EXECUTIVE SUMMARY

Piggyback Recommendation for First Renewal and Additional Spending Authority
FY22-176 – HVAC Filter and Installation Services

Board Meeting Date: January 23, 2024

Requested Action
Approve the First Renewal and Additional Spending Authority for the Piggyback Agreement; Original Contract Term: October 13, 2021, through February 9, 2024; New Contract Term: October 13, 2021 through February 9, 2025, with one additional one-year renewal period remaining; Additional Spending Authority: $2,336,000; New Total Award Amount: $6,118,000; Awarded Vendor: Bonded Filter Co. LLC, d/b/a BFC Solutions, Small/Minority/Women Business: None; District-wide.

Impact if the Board Voted Yes or No

If the Board votes "Yes": Continue to purchase and install Air Conditioning Filters for schools and sites throughout the District.

If the Board votes "No": Denial by the School Board would limit the purchase and installation of air conditioning filters.

Background/History
The Physical Plant Operations (PPO) Department will use this bid to purchase and install Air Conditioning Filters for schools and sites throughout the District. Filters are replaced monthly, quarterly, and semi-annually, depending on the size and thickness of the filter and per equipment manufacturers' recommendations. Prior to this bid, PPO and school Custodial Staff would be responsible for regularly replacing air filters at the sites. This bid will allow for greater efficiency, management, and accountability of this commodity and service. Timely filter replacements are essential to avoid endangering public health, improve air quality, maximize the life expectancy of the equipment, and reduce repair costs and downtime.

Alignment to 2027 Goals and Guardrails
Business Operations

Measurable Outcome(s)/Return on Investment
Reliable, economical HVAC Filter and Installation Services at all schools and facilities – District-wide.

Procurement Method

In accordance with Florida Administrative Code (F.A.C.), Rule 6A-1.012(6) and Purchasing Policies 3320, Part II, General Provisions, Item M states that: "In lieu of requesting competitive solicitations from three (3) or more sources, District School Boards may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other District School Boards, Community Colleges, Federal Agencies, the Public or Governmental Agencies of any State, or from State University system cooperative bid agreements when the proposer awarded a contract by another entity defined herein will permit purchases by a District School Board at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the District School Board."

A copy of the Piggyback documents is available online at:
http://www.broward.k12.fl.us/supply/agenda/FY22-176_2007239_HVACFilter&InstallationServices.pdf.

Financial Impact

The additional spending authority requested is $2,336,000 which will bring the new total award amount to $6,118,000 and it is funded by approved Physical Plant Operations budgets.

Financial Impact Table:

ACTION	DATE	TERM (months)	AMOUNT
Original spending authority request	10/12/21	28	$1,125,000
Additional Spending Authority	9/13/22		$2,657,000
First Renewal and additional spending authority	1/23/24	12	$2,336,000
Total Contract Amount		**40**	**$6,118,000**

The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

PROCUREMENT & WAREHOUSING SERVICES

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	December 1, 2023
Previous Bid # (Ex: 10-004R):	FY22-176	**Buyer/PA:**	MARK COHEN
New Bid Award Total:	$6,118,000	**Bid Title:**	HVAC Filter & Installation Services
Previous Award Total:	$3,782,000		
Bid Type:	INCREASE TO BID		
Previous Bid Term (Start Date):	10/13/2021	**New Bid Term (In Months):**	40
Previous Bid Term (End Date):	2/9/2024	**# of Months Into Bid:**	25

SPEND REPORTING	
Purchase Order(s) Spend:	$3,781,999
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$3,781,999**
Average Monthly Expenditure:	$151,280
Unused Authorized Spending:	**$1**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
141418-BONDED FILTER CO LLC		$ 3,781,999
	PO VENDOR SPEND:	$ **3,781,999**
	P-CARD SPEND:	$ **-**
	TOTAL SPEND:	$ **3,781,999**

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	1340096040/134009 6080	**Name** (First & Last)	Alison Witoshynsky
Fund	4450/1000	**Title**	Task Assigned, Executive Director
Functional Area	7400000000000000/79010 00000000000	**Department/School Name**	Physical Plant Operations
Commitment Item	53970000/55110000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**12/12/2023**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

BONDED FILTER CO. LLC, dba BFC SOLUTIONS
(hereinafter referred to as "VENDOR"),
having its principal place of business at
4758 Distribution Drive, Building 4
Tampa, FL 36605

WHEREAS, Rule 6A-1.012(6), Florida Administrative Code and School Board Policy 3320 Part II, subparagraph M, states that in lieu of requesting competitive solicitations from three (3) or more sources, the SBBC may make purchases at or below the specific prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements when the proposer awarded a contract by another entity will permit purchases by a district school board at the same terms, conditions, and prices (or below such prices), awarded in such Contract, and such purchases are to the economic advantage of the district school board; and

WHEREAS, VENDOR entered an agreement with Orange County Public Schools ("OCPS") to provide HVAC filter and installation services (the "**OCPS Agreement**") which was initially set to expire on February 9, 2024; and

WHEREAS, on October 12, 2021, SBBC approved agenda item OO-5 to use (piggyback) the OCPS Agreement to provide the SBBC with HVAC filter and installation services (the "**Agreement**"); and

WHEREAS, on or about November 30, 2023, OCPS and VENDOR agreed to amend the OCPS Agreement to update the pricing to extend the term of the OCPS Agreement through February 9, 2025; and

WHEREAS, SBBC and VENDOR also mutually desire to extend the term of the Agreement by this First Amendment to Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of the Agreement, the term of the Agreement shall be extended until February 8, 2025.

1.03 **Order of Precedents among Agreement Documents.** In the event of conflict between the provisions of the agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

First:	This First Amendment to Agreement; then
Second:	The Agreement; then
Third:	The OCPS Agreement.

1.04 **Pricing.** SBBC shall pay VENDOR for services rendered under the Agreement as set forth in **Exhibit "A."**

1.05 **Other provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

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

(Remainder of page intentionally left blank; signature pages follow)

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement upon the date of last signature below.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Lori Alhadeff, Chair

ATTEST:

_____
Dr. Peter B. Licata,
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

(Remainder of page intentionally left blank; signature page follows)

FOR VENDOR:

(Corporate Seal)

No corporate seal
BFC SOLUTIONS AW

ATTEST:

_____, Secretary

-or-

_____
Witness

_____
Witness

BONDED FILTER CO. LLC dba BFC SOLUTIONS

By_____
Philip Whitaker, CEO

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 6th of December (*date*) by **Philip Whitaker, CEO** of **Bonded Filter Co. LLC dba BFC Solutions**, a Tennessee corporation, on behalf of the corporation. He is personally known to me and who ☑did/☐did not first take an oath this 6th day of December, 2023.

My Commission Expires:

(SEAL) Edith McDonald STATE OF TENNESSEE NOTARY PUBLIC County of Davidson

Edith McDonald
Signature – Notary Public

Edith McDonald
Printed Name of Notary

2124373
Notary's Commission No.

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Mary C. Coker, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
mary.coker@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Daniel P. Foganholi
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Peter B. Licata
Superintendent of Schools

Date November 15, 2023

Bonded Filter Co. LLC, dba BFC Solutions
Attn: Philip Whitaker
4758 Distribution Drive, Building 4
Tampa, FL 36605

Subject:	Letter of **Renewal** of The Contract
Piggyback #:	FY22-176
Piggyback Title:	HVAC Filter and Installation Services

Dear Mr. Whitaker:

The above-referenced contract expires on 2/9/2024. In accordance with Special Condition Article 2 of the Agreement, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 2/9/2024 Through 2/8/2025. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this Piggyback award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded Piggyback and your agreement to maintain (or reduce) the current awarded price(s)/discount.

☐ Yes, I offer to renew the current contract award at the current awarded price(s).
☐ Yes, I offer to renew the current contract award at the lower price(s) contained on the attached page(s).
☐ No, I do not wish to renew the current contract award.
☑ Other

For informational purposes, when going to our Board for approval of this renewal, if this is not renewed and SBBC goes out for a new ITB please indicate below whether your price/discount would remain the same, be lowered, or increase?

☐ If this Piggyback is not renewed, price/discount in the new Piggyback would stay the same
☐ If this Piggyback is not renewed, price/discount in the new Piggyback would be lower
☑ If this Piggyback is not renewed, price/discount in the new Piggyback would be higher

If you indicated that there would be a pricing increase in a new ITB, please indicate the percentage that the price(s) would be increased by in comparison to our current Agreement FY22-176

Percent of increase: 3.7% price increase as per OCPS amended agreement

Please sign and date this document in the space provided and return it to my attention no later than 11/30/2023. If you fail to respond by this date, the School District will not consider renewal of your award. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Purchasing Agent III
Mark Cohen:

Cc: EI

VENDOR RESPONSE

11/29/2023

Signature/Date - Authorized Representative

Kim Megonnell - Chief Revenue Officer

Printed Name - Authorized Representative

PROCUREMENT & WAREHOUSING SERVICES
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:
Procurement & Warehousing Services Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY22-176	**Bid Title:** HVAC Filter And Installation Services
Purchase Order #:	**Product/Service Provided:**
Supplier (Company) Name: Bonded Filter Co., LLC	
Contact Name:	**Contact Phone #: ( ) -**

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☑	☐
Delivery as scheduled or promised	☐	☐	☑	☐	☐

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☑	☐

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☑	☐	☐
Quality as compared to similar products/services	☐	☐	☑	☐	☐
Prices as compared to similar products/services	☐	☐	☑	☐	☐

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☑	☐

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

With ongoing supply chain issues, 240 plus locations all with different layouts and delays with processing invoices, the process as been very challenging. BFC has always responded and is continuing to improve their quality of service.

EVALUATION FORM COMPLETED BY:

Name: Gregory Neiman	**Title:** Area Manager Zone 1	**Contact Phone #:** (754) 321 - 2804
School/Department: PPO		
Participant's Signature: Gregory Neiman	**Date:** 12/8/23	

PROCUREMENT & WAREHOUSING SERVICES
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:
Procurement & Warehousing Services Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY22-176	**Bid Title:** HVAC Filter And Installation Services
Purchase Order #:	**Product/Service Provided:**
Supplier (Company) Name: Bonded Filter Co., LLC	
Contact Name:	**Contact Phone #: ( ) -**

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☑	☐
Delivery as scheduled or promised	☐	☐	☑	☐	☐

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☑	☐

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☑	☐	☐
Quality as compared to similar products/services	☐	☐	☑	☐	☐
Prices as compared to similar products/services	☐	☐	☑	☐	☐

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☑	☐

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

With ongoing supply chain issues, 240 plus locations all with different layouts and delays with processing invoices, the process as been very challenging. BFC has always responded and is continuing to improve their quality of service.

EVALUATION FORM COMPLETED BY:

Name: Gregory Neiman	**Title:** Area Manager Zone 1	**Contact Phone #:** (754) 321 - 2804
School/Department: PPO		
Participant's Signature: Dale A Spear		**Date:**

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	OO. Strategy & Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-6.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **ITB-FY21-159 - Playground - Vendors and Installers**

REQUESTED ACTION: **Approve the First Renewal and Additional Spending Authority of the Invitation to Bid (ITB); Original Contract Term: April 1, 2021 through March 31, 2024; New Contract Term: April 1, 2021 through March 31, 2025, with one additional one-year renewal period; Additional Spending Authority: $958,000; New Total Award Amount: $5,633,000; Awarded Vendor(s): Eight, See Executive Summary; Small/Minority/Women Business Enterprise Vendor(s): D.W. Recreation Services, Inc.; Industrial Shadeports, Inc.; Leadex Corporation; District-wide.**

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Renewal Letters-8
- Evaluations-10

FINANCIAL IMPACT:

$958,000 and is funded by the District Educational Facilities Plan and PPO budgets.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Judith M. Marte	Phone:	754-321-2611
Name:	Deborah Czubkowski	Phone:	754-321-1512

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Judith M. Marte, Deputy Superintendent, Finance & Operations

Signature

Judith M. Marte, Deputy Superintendent, Finance & Operations

Electronic Signature

Form $4189 Revised 7/23

PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

For more information, please contact:
Name: Deborah Czubkowski
Title: Chief Facilities Officer
Phone: 754-321-2659

EXECUTIVE SUMMARY

Recommendation for First Renewal and Additional Spending Authority
ITB-FY21-159 - Playground – Vendors and Installers

Board Meeting Date: January 23, 2024

Requested Action
Approve the First Renewal and Additional Spending Authority of the Invitation to Bid (ITB); Original Contract Term: April 1, 2021, through March 31, 2024; New Contract Term: April 1, 2021, through March 31, 2025, with one additional one-year renewal period remaining; Additional Spending Authority: $958,000; New Total Award Amount: $5,633,000; Awarded Vendor(s): Advanced Recreational Concepts, LLC; Bliss Products and Services, Inc.; D.W. Recreation Services, Inc.; Industrial Shadeports,Inc.; Lanier Plans, Inc dba Korkat; Leadex Corporation; Playmore West, Inc.; Playspace Services, Inc.; Small/Minority/Women Business Enterprise Vendor(s): D.W. Recreation Services, Inc.; Industrial Shadeports, Inc.; Leadex Corporation; Districtwide.

Impact if the Board Voted Yes or No

If the Board votes "Yes": Continue purchasing, repairing, and/or installing new playground equipment, shelters, shades, safety surfacing, and amenities devices.

If the Board votes "No": Denial by the School Board would limit the purchase, repair, and/or installation of new playground equipment, shelters, shades, safety surfacing, and amenities.

Background/History
There are three (3) bids related to playground equipment. This bid (FY21-159) for new installation, one (1) Bid (FY21-080) for maintenance and repairs, and one (1) piggyback PY24-216 to complement the maintenance and repair Bid. These bids are utilized to accomplish the District Educational Facilities Plan for the repair of existing playgrounds and the installation of new playground equipment, as needed.

Alignment to 2027 Goals and Guardrails
Business Operations

Measurable Outcome(s)/Return on Investment
Repair and replace playground equipment to keep these facilities open to students and add new playground equipment across the District.

Procurement Method
This contract was competitively solicited in accordance with Purchasing Policy 3320 Part II, Rule D, and Florida Administrative Code 6A-1.012(7).
A copy of the ITB document is available online at http://www.broward.k12.fl.us/supply/agenda/ITB-FY21-159_Playgrounds-VendorsandInstallations.pdf

Financial Impact
The additional spending authority requested is $958,000, which will bring the new total award amount to $5,633,000 and is funded by the District Educational Facilities Plan and PPO budgets.

ACTION	DATE	TERM (months)	AMOUNT
Original spending authority request	3/10/2021	36	$3,000,000
Additional spending authority request	8/8/2023		$1,675,000
First Renewal and Additional spending authority	1/23/2024	12	$958,000
Total Contract Amount		**48**	**$5,633,000**

The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

PROCUREMENT & WAREHOUSING SERVICES

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	November 7, 2023
Previous Bid # (Ex: 10-004R):	FY21-159	**Buyer/PA:**	EDGAR LUGO
New Bid Award Total:	$5,633,000	**Bid Title:**	PLAYGROUNDS - VENDORS AND INSTALLERS
Previous Award Total:	$4,675,000		
Bid Type:	RENEWAL OF BID		
Previous Bid Term (Start Date):	4/1/2021	**New Bid Term (In Months):**	
Previous Bid Term (End Date):	3/31/2024	**# of Months Into Bid:**	31

SPEND REPORTING	
Purchase Order(s) Spend:	$3,637,961
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$3,637,961**
Average Monthly Expenditure:	$117,354
Unused Authorized Spending:	**$1,037,039**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
101710-BLISS PRODUCTS AND SERVICES INC		$ 2,286,654
130846-LANIER PLANS INC DBA KORKAT		$ 749,443
138247-INDUSTRIAL SHADEPORTS INC		$ 256,920
112757-LEADEX CORPORATION		$ 158,891
113607-PLAYSPACE SERVICES INC		$ 103,066
105014-PLAYMORE WEST INC		$ 55,865
107190-ADVANCED RECREATIONAL CONCEPTS		$ 27,122
	PO VENDOR SPEND:	**$ 3,637,961**
	P-CARD SPEND:	**$ -**
	TOTAL SPEND:	**$ 3,637,961**

NOTES (Type Below):

Fund 372X Acct: 56710000/568200000 Functional Area: 740089986000000 Center: Various Schools Fund 1000 Acct 5670000 Func Area 8106791880000000 Center Various Schools Fund 1000 Acct 53510000 Func Area 8106721500000000 Center Various Schools The work is funded by the District Educational Facilities Plan and PPO budgets.

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	Various schools	**Name** (First & Last)	Dale A. Spear
Fund	372X	**Title**	task Assigned Director
Functional Area	740089986000000	**Department/School Name**	Physical Plant Operations
Commitment Item		**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**11/28/2023**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Mary C. Coker, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
mary.coker@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Daniel P. Foganholi
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Peter B. Licata
Superintendent of Schools

November 2, 2023

Bliss Products and Services, Inc.
Attn: Greg Bliss
6831 S. Sweetwater Rd.
Lithia Springs, GA 30122

Subject:	Letter of **Renewal** of The Contract
ITB #:	FY21-159
ITB Title:	Playground – Vendors and Installers

Dear Mr. Bliss:

The above-referenced contract expires on 3/31/2024. In accordance with Special Condition Section 4, Special Condition 7 of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 4/1/2024 Through 3/31/2025. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this ITB award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded ITB and your agreement to maintain (or reduce) the current awarded price(s)/discount.

- ☒ Yes, I offer to renew the current contract award at the current awarded price(s).
- ☐ Yes, I offer to renew the current contract award at the lower price(s) contained on the attached page(s).
- ☐ No, I do not wish to renew the current contract award.
- ☐ Other

For informational purposes, when going to our Board for approval of this renewal, if this is not renewed and SBBC goes out for a new ITB please indicate below whether your price/discount would remain the same, be lowered, or increase?

- ☒ If this ITB is not renewed, price/discount in the new ITB would stay the same
- ☐ If this ITB is not renewed, price/discount in the new ITB would be lower
- ☐ If this ITB is not renewed, price/discount in the new ITB would be higher

If you indicated that there would be a pricing increase in a new ITB, please indicate the percentage that the price(s) would be increased by in comparison to our current ITB FY21-159

Percent of increase: ~~Insert % Number Here~~ N/A

Please sign and date this document in the space provided and return it to my attention no later than 11/9/2023. If you fail to respond by this date, the School District will not consider renewal of your award. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Edgar Lugo
Edgar Lugo
Manager, Construction Sourcing

VENDOR RESPONSE

Signature/Date - Authorized Representative

GREGG BLISS
Printed Name - Authorized Representative

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Mary C. Coker, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
mary.coker@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Daniel P. Foganholi
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Peter B. Licata
Superintendent of Schools

November 2, 2023

Advanced Recreational Concepts, LLC
Attn: Paul Bickham
3125 Skyway Cir.
Melbourne, FL 32934

Subject:	Letter of **Renewal** of The Contract
ITB #:	FY21-159
ITB Title:	Playground – Vendors and Installers

Dear Mr. Bickham:

The above-referenced contract expires on 3/31/2024. In accordance with Special Condition Section 4, Special Condition 7 of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 4/1/2024 Through 3/31/2025. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this ITB award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded ITB and your agreement to maintain (or reduce) the current awarded price(s)/discount.

☒ Yes, I offer to renew the current contract award at the current awarded price(s).
☐ Yes, I offer to renew the current contract award at the lower price(s) contained on the attached page(s).
☐ No, I do not wish to renew the current contract award.
☐ Other

For informational purposes, when going to our Board for approval of this renewal, if this is not renewed and SBBC goes out for a new ITB please indicate below whether your price/discount would remain the same, be lowered, or increase?

☒ If this ITB is not renewed, price/discount in the new ITB would stay the same
☐ If this ITB is not renewed, price/discount in the new ITB would be lower
☐ If this ITB is not renewed, price/discount in the new ITB would be higher

If you indicated that there would be a pricing increase in a new ITB, please indicate the percentage that the price(s) would be increased by in comparison to our current ITB FY21-159

Percent of increase: Insert % Number Here

Please sign and date this document in the space provided and return it to my attention no later than 11/9/2023. If you fail to respond by this date, the School District will not consider renewal of your award. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Edgar Lugo
Edgar Lugo
Manager, Construction Sourcing

VENDOR RESPONSE

Paul Bickham 11.02.2023
Signature/Date - Authorized Representative

Paul Bickham
Printed Name - Authorized Representative

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Mary C. Coker, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
mary.coker@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Daniel P. Foganholi
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Peter B. Licata
Superintendent of Schools

November 2, 2023

D.W. Recreation Services, Inc.
Attn: Candace West
2500 NW 79th Ave, #258
Doral, FL 33122

Subject:	Letter of **Renewal** of The Contract
ITB #:	FY21-159
ITB Title:	Playground – Vendors and Installers

Dear Ms. West:

The above-referenced contract expires on 3/31/2024. In accordance with Special Condition Section 4, Special Condition 7 of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 4/1/2024 Through 3/31/2025. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this ITB award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded ITB and your agreement to maintain (or reduce) the current awarded price(s)/discount.

- ☒ Yes, I offer to renew the current contract award at the current awarded price(s).
- ☐ Yes, I offer to renew the current contract award at the lower price(s) contained on the attached page(s).
- ☐ No, I do not wish to renew the current contract award.
- ☐ Other

For informational purposes, when going to our Board for approval of this renewal, if this is not renewed and SBBC goes out for a new ITB please indicate below whether your price/discount would remain the same, be lowered, or increase?

- ☐ If this ITB is not renewed, price/discount in the new ITB would stay the same
- ☐ If this ITB is not renewed, price/discount in the new ITB would be lower
- ☒ If this ITB is not renewed, price/discount in the new ITB would be higher

If you indicated that there would be a pricing increase in a new ITB, please indicate the percentage that the price(s) would be increased by in comparison to our current ITB FY21-159

Percent of increase: Insert % Number Here

Please sign and date this document in the space provided and return it to my attention no later than 11/9/2023. If you fail to respond by this date, the School District will not consider renewal of your award. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Edgar Lugo
Edgar Lugo
Manager, Construction Sourcing

VENDOR RESPONSE

11/6/23
Signature/Date - Authorized Representative

Candace West
Printed Name - Authorized Representative

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Mary C. Coker, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
mary.coker@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Daniel P. Foganholi
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Peter B. Licata
Superintendent of Schools

November 2, 2023

Lanier Plans, Inc. dba Korkat
Attn: Shane Lanier
221 Cable Industrial Way
Carrollton, GA 30117

Subject:	Letter of **Renewal** of The Contract
ITB #:	FY21-159
ITB Title:	Playground – Vendors and Installers

Dear Mr. Lanier:

The above-referenced contract expires on 3/31/2024. In accordance with Special Condition Section 4, Special Condition 7 of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 4/1/2024 Through 3/31/2025. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this ITB award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded ITB and your agreement to maintain (or reduce) the current awarded price(s)/discount.

- ☑ Yes, I offer to renew the current contract award at the current awarded price(s).
- ☐ Yes, I offer to renew the current contract award at the lower price(s) contained on the attached page(s).
- ☐ No, I do not wish to renew the current contract award.
- ☐ Other

For informational purposes, when going to our Board for approval of this renewal, if this is not renewed and SBBC goes out for a new ITB please indicate below whether your price/discount would remain the same, be lowered, or increase?

- ☑ If this ITB is not renewed, price/discount in the new ITB would stay the same
- ☐ If this ITB is not renewed, price/discount in the new ITB would be lower
- ☐ If this ITB is not renewed, price/discount in the new ITB would be higher

If you indicated that there would be a pricing increase in a new ITB, please indicate the percentage that the price(s) would be increased by in comparison to our current ITB FY21-159

Percent of increase: Insert % Number Here

Please sign and date this document in the space provided and return it to my attention no later than 11/9/2023. If you fail to respond by this date, the School District will not consider renewal of your award. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Edgar Lugo
Edgar Lugo
Manager, Construction Sourcing

VENDOR RESPONSE

Shane Lanier 11-2-23
Signature/Date - Authorized Representative

Shane Lanier
Printed Name - Authorized Representative

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Mary C. Coker, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
mary.coker@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Daniel P. Foganholi
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Peter B. Licata
Superintendent of Schools

November 2, 2023

Playspace Services, Inc.
Attn: Kayla Toole
3125 Shyway Cir.
Melbourne, FL 32934

Subject:	Letter of **Renewal** of The Contract
ITB #:	FY21-159
ITB Title:	Playground – Vendors and Installers

Dear Ms. Toole:

The above-referenced contract expires on 3/31/2024. In accordance with Special Condition Section 4, Special Condition 7 of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 4/1/2024 Through 3/31/2025. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this ITB award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded ITB and your agreement to maintain (or reduce) the current awarded price(s)/discount.

☒ Yes, I offer to renew the current contract award at the current awarded price(s).
☐ Yes, I offer to renew the current contract award at the lower price(s) contained on the attached page(s).
☐ No, I do not wish to renew the current contract award.
☐ Other

For informational purposes, when going to our Board for approval of this renewal, if this is not renewed and SBBC goes out for a new ITB please indicate below whether your price/discount would remain the same, be lowered, or increase?

☒ If this ITB is not renewed, price/discount in the new ITB would stay the same
☐ If this ITB is not renewed, price/discount in the new ITB would be lower
☐ If this ITB is not renewed, price/discount in the new ITB would be higher

If you indicated that there would be a pricing increase in a new ITB, please indicate the percentage that the price(s) would be increased by in comparison to our current ITB FY21-159

Percent of increase: Insert % Number Here

Please sign and date this document in the space provided and return it to my attention no later than 11/9/2023. If you fail to respond by this date, the School District will not consider renewal of your award. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Edgar Lugo
Edgar Lugo
Manager, Construction Sourcing

VENDOR RESPONSE

Paul Bickham 11.02.2023
Signature/Date - Authorized Representative

Paul Bickham
Printed Name - Authorized Representative

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Mary C. Coker, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
mary.coker@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Daniel P. Foganholi
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Peter B. Licata
Superintendent of Schools

November 2, 2023

Industrial Shadeports, Inc.
Attn: Stanley Breitweiser
6600 NW 12th Street, Suite 220
Fort Lauderdale, FL 33309

Subject:	Letter of **Renewal** of The Contract
ITB #:	FY21-159
ITB Title:	Playground – Vendors and Installers

Dear Mr. Breitweiser:

The above-referenced contract expires on 3/31/2024. In accordance with Special Condition Section 4, Special Condition 7 of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 4/1/2024 Through 3/31/2025. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this ITB award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded ITB and your agreement to maintain (or reduce) the current awarded price(s)/discount.

- ☒ Yes, I offer to renew the current contract award at the current awarded price(s).
- ☐ Yes, I offer to renew the current contract award at the lower price(s) contained on the attached page(s).
- ☐ No, I do not wish to renew the current contract award.
- ☐ Other

For informational purposes, when going to our Board for approval of this renewal, if this is not renewed and SBBC goes out for a new ITB please indicate below whether your price/discount would remain the same, be lowered, or increase?

- ☑ If this ITB is not renewed, price/discount in the new ITB would stay the same
- ☐ If this ITB is not renewed, price/discount in the new ITB would be lower
- ☐ If this ITB is not renewed, price/discount in the new ITB would be higher

If you indicated that there would be a pricing increase in a new ITB, please indicate the percentage that the price(s) would be increased by in comparison to our current ITB FY21-159

Percent of increase: Insert % Number Here

Please sign and date this document in the space provided and return it to my attention no later than 11/9/2023. If you fail to respond by this date, the School District will not consider renewal of your award. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Edgar Lugo
Edgar Lugo
Manager, Construction Sourcing

VENDOR RESPONSE

11/2/2023
Signature/Date - Authorized Representative

STANLEY BREITWEISER - PRESIDENT
Printed Name - Authorized Representative

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Mary C. Coker, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
mary.coker@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Daniel P. Foganholi
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Peter B. Licata
Superintendent of Schools

November 2, 2023

Leadex Corporation
Attn: Frank Fonseca
1581 NW 88th Avenue
Doral, FL 33172

Subject:	Letter of **Renewal** of The Contract
ITB #:	FY21-159
ITB Title:	Playground – Vendors and Installers

Dear Mr. Fonseca:

The above-referenced contract expires on 3/31/2024. In accordance with Special Condition Section 4, Special Condition 7 of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 4/1/2024 Through 3/31/2025. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this ITB award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded ITB and your agreement to maintain (or reduce) the current awarded price(s)/discount.

- ☑ Yes, I offer to renew the current contract award at the current awarded price(s).
- ☐ Yes, I offer to renew the current contract award at the lower price(s) contained on the attached page(s).
- ☐ No, I do not wish to renew the current contract award.
- ☐ Other

For informational purposes, when going to our Board for approval of this renewal, if this is not renewed and SBBC goes out for a new ITB please indicate below whether your price/discount would remain the same, be lowered, or increase?

- ☐ If this ITB is not renewed, price/discount in the new ITB would stay the same
- ☐ If this ITB is not renewed, price/discount in the new ITB would be lower
- ☑ If this ITB is not renewed, price/discount in the new ITB would be higher

If you indicated that there would be a pricing increase in a new ITB, please indicate the percentage that the price(s) would be increased by in comparison to our current ITB FY21-159

Percent of increase: Insert % Number Here 8 %

Please sign and date this document in the space provided and return it to my attention no later than 11/9/2023. If you fail to respond by this date, the School District will not consider renewal of your award. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Edgar Lugo
Edgar Lugo
Manager, Construction Sourcing

VENDOR RESPONSE

11/2/2023
Signature/Date - Authorized Representative

Nelson D. Fonseca
Printed Name - Authorized Representative

Established 1915
BROWARD
County Public Schools

Procurement & Warehousing Services
Mary C. Coker, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
mary.coker@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Daniel P. Foganholi
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Peter B. Licata
Superintendent of Schools

November 2, 2023

Playmore West, Inc.
Attn: Luke Russell
1027 Deer Run Farms Rd. Suite 1
Fort Myers, FL 33966

Subject:	Letter of **Renewal** of The Contract
ITB #:	FY21-159
ITB Title:	Playground – Vendors and Installers

Dear Mr. Russell:

The above-referenced contract expires on 3/31/2024. In accordance with Special Condition Section 4, Special Condition 7 of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 4/1/2024 Through 3/31/2025. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this ITB award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded ITB and your agreement to maintain (or reduce) the current awarded price(s)/discount.

- ☒ Yes, I offer to renew the current contract award at the current awarded price(s).
- ☐ Yes, I offer to renew the current contract award at the lower price(s) contained on the attached page(s).
- ☐ No, I do not wish to renew the current contract award.
- ☐ Other

For informational purposes, when going to our Board for approval of this renewal, if this is not renewed and SBBC goes out for a new ITB please indicate below whether your price/discount would remain the same, be lowered, or increase?

- ☒ If this ITB is not renewed, price/discount in the new ITB would stay the same
- ☐ If this ITB is not renewed, price/discount in the new ITB would be lower
- ☐ If this ITB is not renewed, price/discount in the new ITB would be higher

If you indicated that there would be a pricing increase in a new ITB, please indicate the percentage that the price(s) would be increased by in comparison to our current ITB FY21-159

Percent of increase: Insert % Number Here

Please sign and date this document in the space provided and return it to my attention no later than 11/9/2023. If you fail to respond by this date, the School District will not consider renewal of your award. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Edgar Lugo
Edgar Lugo
Manager, Construction Sourcing

VENDOR RESPONSE

11-2-23
Signature/Date - Authorized Representative

LUKE RUSSELL VP
Printed Name - Authorized Representative

PROCUREMENT & WAREHOUSING SERVICES
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:
Procurement & Warehousing Services Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY21-159	**Bid Title:** Playground - Vendors and Installers
Purchase Order #:	**Product/Service Provided:**
Supplier (Company) Name: Lanier Plans, Inc. dba Korkat	
Contact Name:	**Contact Phone #:** ( ) -

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☑	☐
Delivery as scheduled or promised	☐	☐	☐	☑	☐

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☑	☐

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☐	☑
Quality as compared to similar products/services	☐	☐	☐	☐	☑
Prices as compared to similar products/services	☐	☐	☑	☐	☐

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: Thomas Iannarone	**Title:** Supervisor II	**Contact Phone #:** (754) 321 - 4343
School/Department: Cust / Grnds		
Participant's Signature:		**Date:** 12-12-23

PROCUREMENT & WAREHOUSING SERVICES

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:

Procurement & Warehousing Services Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY21-159	**Bid Title:** Playground - Vendors and Installers
Purchase Order #:	**Product/Service Provided:**
Supplier (Company) Name: Bliss Products and Services, Inc.	
Contact Name:	**Contact Phone #: ( ) -**

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☐	☒
Delivery as scheduled or promised	☐	☐	☐	☐	☒

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☒

3.) Will you use this supplier again? ☒ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☐	☒
Quality as compared to similar products/services	☐	☐	☐	☐	☒
Prices as compared to similar products/services	☐	☐	☐	☐	☒

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☒

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: Thomas Iannarone **Title:** Supervisor II **Contact Phone #:** (754) 321-4343

School/Department: CWT/Grandi

Participant's Signature: [signature] **Date:** 12-12-23

PROCUREMENT & WAREHOUSING SERVICES

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:

Procurement & Warehousing Services Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY21-159	**Bid Title:** Playground - Vendors and Installers
Purchase Order #:	**Product/Service Provided:**
Supplier (Company) Name: Leadex Corporation	
Contact Name:	**Contact Phone #: ( ) -**

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☒	☐	☐
Delivery as scheduled or promised	☐	☐	☐	☒	☐

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☒	☐

3.) Will you use this supplier again? ☒ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☐	☒
Quality as compared to similar products/services	☐	☐	☐	☐	☒
Prices as compared to similar products/services	☐	☐	☐	☐	☒

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☒	☐

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: Thomas Iannarone	**Title:** Supervisor II	**Contact Phone #:** (754) 321-4343
School/Department: Cust/Grounds		
Participant's Signature:		**Date:** 12-12-23

PROCUREMENT & WAREHOUSING SERVICES
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:
Procurement & Warehousing Services Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY21-159	**Bid Title:** Playground - Vendors and Installers
Purchase Order #:	**Product/Service Provided:**
Supplier (Company) Name: Industrial Shadeports, Inc.	
Contact Name:	**Contact Phone #: ( ) -**

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☐	☒
Delivery as scheduled or promised	☐	☐	☐	☐	☒

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☒

3.) Will you use this supplier again? ☒ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☐	☒
Quality as compared to similar products/services	☐	☐	☐	☐	☒
Prices as compared to similar products/services	☐	☐	☐	☐	☒

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☒

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: Thomas Armstrong	**Title:** Supervisor II	**Contact Phone #:** (954) 321-4343
School/Department: CUST Grounds		
Participant's Signature:		**Date:** 12-12-23

PROCUREMENT & WAREHOUSING SERVICES
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:
Procurement & Warehousing Services Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY21-159	**Bid Title:** Playground - Vendors and Installers
Purchase Order #:	**Product/Service Provided:**
Supplier (Company) Name: Playmore West, Inc.	
Contact Name:	**Contact Phone #:** ( ) -

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☒	☐
Delivery as scheduled or promised	☐	☐	☐	☒	☐

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☒

3.) Will you use this supplier again? ☒ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☐	☒
Quality as compared to similar products/services	☐	☐	☐	☐	☒
Prices as compared to similar products/services	☐	☐	☐	☐	☒

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☒

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: Thomas Iannarone	**Title:** Supervisor II	**Contact Phone #:** (954) 321-4343
School/Department: Cust / Grounds		
Participant's Signature:		**Date:** 12-12-23

PROCUREMENT & WAREHOUSING SERVICES

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:

Procurement & Warehousing Services Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY21-159 **Bid Title:** Playground - Vendors and Installers

Purchase Order #: **Product/Service Provided:** repairs shade and equipment

Supplier (Company) Name: Lanier Plans, Inc. dba Korkat

Contact Name: **Contact Phone #: ( ) -**

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☑	☐
Delivery as scheduled or promised	☐	☐	☐	☑	☐

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☑	☐

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☐	☑
Quality as compared to similar products/services	☐	☐	☐	☐	☑
Prices as compared to similar products/services	☐	☐	☑	☐	☐

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☑	☐

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

vendor sometimes is unresponsive once project is issued or forgets project is scheduled,

EVALUATION FORM COMPLETED BY:

Name: Gustave Brincat **Title:** foreman **Contact Phone #:** (754) 321 - 4309

School/Department: maintenance

Participant's Signature: [signature] **Date:** 12/12/2023

PROCUREMENT & WAREHOUSING SERVICES

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:

Procurement & Warehousing Services Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY21-159 **Bid Title:** Playground - Vendors and Installers

Purchase Order #: **Product/Service Provided:** shade and equipment repairs

Supplier (Company) Name: Bliss Products and Services, Inc.

Contact Name: Gladys/ Patty **Contact Phone #:** (239) 596 - 9660

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☐	☑
Delivery as scheduled or promised	☐	☐	☐	☐	☑

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☑

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☐	☑
Quality as compared to similar products/services	☐	☐	☐	☐	☑
Prices as compared to similar products/services	☐	☐	☐	☐	☑

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: Gustave Brincat **Title:** Foreman **Contact Phone #:** (754) 321 - 4309

School/Department: Maintenance

Participant's Signature: [signature] **Date:** 12/12/2023

PROCUREMENT & WAREHOUSING SERVICES

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:

Procurement & Warehousing Services Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY21-159 **Bid Title:** Playground - Vendors and Installers

Purchase Order #: **Product/Service Provided:** repairs to various bci burke

Supplier (Company) Name: Leadex Corporation

Contact Name: Nelson Fonseca **Contact Phone #:** ( ) -

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☑	☐	☐
Delivery as scheduled or promised	☐	☐	☐	☑	☐

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☑	☐

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☐	☑
Quality as compared to similar products/services	☐	☐	☐	☐	☑
Prices as compared to similar products/services	☐	☐	☐	☐	☑

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

sometimes vendor is un responsive to estimate requests or returns estimates not in a timely manor.

EVALUATION FORM COMPLETED BY:

Name: Gustave Brincat **Title:** foreman **Contact Phone #:** (754) 321 - 4309

School/Department: Maintenance

Participant's Signature: [signature] **Date:** 12/12/2023

PROCUREMENT & WAREHOUSING SERVICES

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:

Procurement & Warehousing Services Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY21-159 **Bid Title:** Playground - Vendors and Installers

Purchase Order #: **Product/Service Provided:** shade cloth repairs

Supplier (Company) Name: Industrial Shadeports, Inc.

Contact Name: John, Chad **Contact Phone #:** ( ) -

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☐	☑
Delivery as scheduled or promised	☐	☐	☐	☐	☑

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☑

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☐	☑
Quality as compared to similar products/services	☐	☐	☐	☐	☑
Prices as compared to similar products/services	☐	☐	☐	☐	☑

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

EVALUATION FORM COMPLETED BY:

Name: Gustave Brincat **Title:** Foreman **Contact Phone #:** (754) 321 - 4309

School/Department: Maintenance

Participant's Signature: [signature] **Date:** 12/12/2023

PROCUREMENT & WAREHOUSING SERVICES

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Supplier/Product Evaluation Form

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier.

Please return completed evaluation forms to:

Procurement & Warehousing Services Department (TSSC Building)
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

For assistance with this form contact us at
(754) 321-0505 or CLICK HERE to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

GENERAL INFORMATION

Bid #: FY21-159 **Bid Title:** Playground - Vendors and Installers

Purchase Order #: **Product/Service Provided:** repairs to playworld

Supplier (Company) Name: Playmore West, Inc.

Contact Name: Kevin **Contact Phone #:** ( ) -

SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	☐	☐	☐	☑	☐
Delivery as scheduled or promised	☐	☐	☐	☑	☐

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
2.) How satisfied are you with the supplier?	☐	☐	☐	☑

3.) Will you use this supplier again? ☑ Yes ☐ No

SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	☐	☐	☐	☐	☑
Quality as compared to similar products/services	☐	☐	☐	☐	☑
Prices as compared to similar products/services	☐	☐	☐	☐	☑

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
5.) Would you purchase this product/service again?	☐	☐	☐	☑

SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

sometimes takes a long time to get estimates for work needed

EVALUATION FORM COMPLETED BY:

Name: Gustave Brincat **Title:** foreman **Contact Phone #:** (754) 321 - 4309

School/Department: Maintenance

Participant's Signature: [signature] **Date:** 12/12/2023

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	OO. Strategy & Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-7.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **RFQ-FY24-041 - Continuing Contract for Structural Engineering Services**

REQUESTED ACTION: **Approve the Agreements for the Request for Qualifications (RFQ); Contract Term: January 23, 2024 through January 22, 2027; Award Amount: $250,000; Awarded Vendor(s); Five, see executive summary; Small/Minority/Women Business Enterprise Vendor(s): Conemco Engineering, Inc. d/b/a Conemco Consultants; Eastern Engineering Group Company; Lakdas/Yohalem Engineering, Inc.; District-wide.**

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

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

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Agreements-5 ONLINE
- Award Recommendation

FINANCIAL IMPACT:

$250,000, funded by the SMART Program and District Educational Facilities Plan projects and PPO/EH&S/Facilities department budgets.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Judith M. Marte	Phone:	754-321-2611
Name:	Deborah G. Czubkowski	Phone:	754-321-2659

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Judith M. Marte, Deputy Superintendent, Finance & Operations

Signature

Judith M. Marte, Deputy Superintendent, Finance & Operations

Electronic Signature

Form $4189 Revised 7/23

PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

For more information, please contact:
Name: Deborah Czubkowski
Title: Chief Facilities Officer
Phone: 754-321-2659

EXECUTIVE SUMMARY

Recommendation to Approve Agreements
RFQ-FY24-041- Continuing Contract for Structural Engineering Services

---

Board Meeting Date: January 23, 2024

Requested Action
Approve the Agreements for the Request for Qualifications (RFQ); Contract Term: January 23, 2024 through January 22, 2027; Award Amount: $250,000; Awarded Vendor(s); Conemco Engineering, Inc. d/b/a Conemco Consultants; Eastern Engineering Group; Jenkins and Charland Inc. d/b/a TRC Worldwide Engineering; Wiss, Janney, Elstner Associates, Inc.; Lakdas/Yohalem Engineering, Inc.; Small/Minority/Women Business Enterprise Vendor(s): Conemco Engineering, Inc. d/b/a Conemco Consultants; Eastern Engineering Group Company; Lakdas/Yohalem Engineering, Inc.; District-wide.

Impact if the Board Voted Yes or No

If the Board votes "Yes": Continued use for projects that require Structural Engineering Services**.**

If the Board votes "No": Restrict the use of Structural Engineering Services District-wide.

Background/History
The RFQ was issued on September 6, 2023. Qualification Statements were received on October 12, 2023. A Qualification, Selection, and Evaluation Committee meeting was held on October 24, 2023, with the top five (5) highest-ranked firms being recommended to be awarded. The pool of qualified vendors will provide open-ended Structural Engineering Services as needed to meet scheduled and unscheduled project needs.

Alignment to 2027 Goals and Guardrails
Business Operations

Measurable Outcome(s)/Return on Investment
Reduce time to respond to unscheduled projects requiring structural engineering evaluation and overall project timeline for scheduled work.

Procurement Method
This contract was competitively solicited in accordance with Purchasing Policy 3320, Part II, Rule D, and Florida Administrative Code 6A-1.012(7). A copy of the RFQ documents is available online at http://www.broward.k12.fl.us/supply/agenda/RFQFY24-041_ContinuingContractforStructuralEngineeringServices.pdf

Financial Impact
The spending authority requested is $250,000, funded by the SMART Program, District Educational Facilities Plan projects, and other Facilities Division budgets (Physical Plant Operations, Environmental Health & Safety, or Office of Capital Programs.

ACTION	DATE	TERM (months)	AMOUNT
Original spending authority request	01-23-2024	36	$250,000
Total Contract Amount		**36**	**$250,000**

The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

PROCUREMENT & WAREHOUSING SERVICES

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	FY24-041	**Preparation Date:**	November 14, 2023
Previous Bid # (Ex: 10-004R):	17-141C	**Buyer/PA:**	Martine Cadesca
New Bid Award Total:	$250,000	**Bid Title:**	CONTINUING CONTRACTS - PROFESSIONAL SERVIES FOR STRUCTURAL ENGINEERING
Previous Award Total:	$15,000,000		
Bid Type:	New Bid		
Previous Bid Term (Start Date):	8/7/2018	**New Bid Term (In Months):**	
Previous Bid Term (End Date):	8/6/2023	**# of Months Into Bid:**	63

SPEND REPORTING	
Purchase Order(s) Spend:	$326,531
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$326,531**
Average Monthly Expenditure:	5183.034762
Unused Authorized Spending:	**$14,673,469**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION

Awarded Vendors:		M/WBE Status (If applicable):	Spend:
100765	LAKDAS/YOHALEM ENGINEERING INC		$ 208,788
121825	CES CONSULTANTS INC		$ 40,146
131832	FLORIDA INTERNATIONAL CONSULTING		$ 30,124
133848	MASTER CONSULTING ENGINEERS INC (MC		$ 27,598
107236	CRAIN ATLANTIS ENGINEERING CO, INC.		$ 18,500
142281	CRAIN ATLANTIS INC		$ 1,375
0			
0			
0			
0			
0			
0			
0			
0			
0			
0			
0			
0			
0			
		PO VENDOR SPEND:	**$ 326,531**
		P-CARD SPEND:	**$ -**
		TOTAL SPEND:	**$ 326,531**

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	240009630	**Name** (First & Last)	Divine E. Amoah
Fund	3000	**Title**	Task Assigned Director
Functional Area	7400000000000000	**Department/School Name**	Pre-Construction
Commitment Item	56810000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**12/11/2023**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

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

THIS AGREEMENT, made this, 23rd day of January in the year 2024, by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA** (hereinafter called the "**Owner,**" "**SBBC**" and/or "**Board**"), and:

JENKINS AND CHARLAND INC., DBA TRC WORLDWIDE ENGINEERING.

Hereinafter, "**Consultant**," for various projects. It is agreed that this Agreement is an "Open End" Agreement in that the Owner will from time to time during the term of this Agreement require services from the Consultant on various different projects with estimated construction costs that do not exceed the limit set forth in Section 287.055(2)(g), Florida Statutes as amended from time to time. Rather than enter into separate agreements each time that is required, the Owner and Consultant shall enter into this Agreement. The terms and conditions of this Agreement shall govern each of the individual projects that the Consultant is hired to provide services for. Attached as **Attachment 1** to this Agreement is a general "Scope of Work for Structural Engineering Services," which has been negotiated and agreed upon by all parties. The Owner will assign increments of Work to the Consultant via an Authorization to Proceed ("ATP"), Attachment 4, which will be completed for each project or service to which the Consultant is assigned. Each ATP, which includes forms for the Professional Services required, Project Schedule and Professional Fee, shall be completed by the Owner and Consultant evidencing the services, fees, time, etc. for that particular project and confirming that the terms and conditions of this Agreement apply. Each project assigned to the Consultant will be identified by the Owner's assigned project numbers. For each project, some or all of these Services will be part of the Scope of Work for that particular project. In addition, other services may be required.

The term of this Open-End Agreement commences on the date of this Agreement as set forth above. Unless extended pursuant to the terms of the Agreement, no new projects may be assigned under this Open-End Agreement upon expiration of the initial Three (3) year term of the Agreement. The total dollar amount for all fees to be paid to the Consultant for all projects pursuant to this Agreement may not exceed Two hundred Fifty Thousand ($250,000) Dollars during the initial three (3) year term of the Agreement. The Agreement may be extended by two (2) additional, one-year periods with a limit increase of One Hundred Thousand ($100,000) Dollars per year of extension. The Owner and Consultant agree as follows:

(Remainder of page intentionally left blank)

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS
ARTICLE 2 CONSULTANT SERVICES AND RESPONSIBILITIES
ARTICLE 3 SUB-CONSULTANTS
ARTICLE 4 THE OWNER'S RESPONSIBILITIES
ARTICLE 5 BASIS OF COMPENSATION
ARTICLE 6 PAYMENTS TO THE CONSULTANT
ARTICLE 7 INDEMNIFICATION CLAUSE
ARTICLE 8 INSURANCE
ARTICLE 9 GENERAL PROVISIONS
ARTICLE 10 INCORPORATION OF DOCUMENTS INTO AGREEMENT

ATTACHMENTS C:

Attachment 1: Scope of Work
Attachment 2: Consultant's Invoice Form, Design Professional Reimbursement Form (Individual project invoices required)
Attachment 3: Electronic Media Submittal Requirements
Attachment 4: Authorization to Proceed (ATP) Form (one per project)
Professional Services Required – page 1 of 3 (one per project)
Project Schedule – page 2 of 3 (one per project)
Professional Fee – page 3 of 3 (one per project)
Attachment 5: List of Project Team Members (one per project)
Attachment 6: Document 00455 – Background Screening
Attachment 7: IRS Form W-9
Attachment 8: Truth in Negotiations Certificate
Attachment 9: ACH Payment Agreement Form
Attachment 10: Conflict of Interest Form
Attachment 11: Staff Rate Breakdown for Design Professional Services
Attachment 12: FEMA Requirements
Attachment 13: E-Builder Requirements

(Remainder of page intentionally left blank)

ARTICLE 1 – DEFINITIONS

1.1 **The Office of Facilities & Construction ("Office" or "OFC"):** The Owner's organizational entity which acts as liaison between the Consultant and Owner and provides day to day management and other professional services on the Owner's behalf. Various members of the Office of Facilities and Construction, acting as representatives of the Owner, will meet with the Consultant at periodic intervals throughout the preparation of the Contract Documents to assess the progress of the Work in accordance with approved schedules. Office personnel will also examine documents submitted by the Consultant, including invoices, and will promptly render decisions and/or recommendations pertaining thereto to avoid unreasonable delay in the progress of the Consultant's work. The Project Manager shall be principally responsible for direct communication to the Consultant and the Contractor.

1.2 **The Chief Facilities & Construction Officer, Office of Facilities & Construction:** An employee of The School Board of Broward County, Florida, who has the authority and responsibility for oversight and management of all projects for the Owner. Referred to hereinafter as the Chief Facilities & Construction Officer or Chief Facilities Officer.

1.3 **Authorization to Proceed (ATP):** A document in the form of Attachment 4 to this Agreement, accompanied by a fully executed Purchase Order, issued by the Owner to the Consultant, authorizing the performance of specific professional services and commencement of a Phase as defined in Article 2.1 through Article 2.8, and stating the time for completion and the amount of fee authorized for such services.

1.4 **Basic Services:** Those services defined in Attachment 1.

1.5 **Other Basic Services:** Those services defined in Attachment 1.

1.6 **Supplemental Services:** Those services defined in Attachment 1.

1.7 **Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered and licensed professionals who has entered into a contract with the Owner to provide professional Structural Engineering services pursuant to the terms of this Agreement.

1.8 **Project Scope:** The activities necessary to respond to the Owner's requirements for the various projects, refer to Attachment 1.

1.9 **Project Budget:** The sum, established by the Owner, as available for the entire Project, including but not limited to the construction budget (Fixed Limit of Construction Cost ("FLCC")), land costs, costs of furniture, fixtures and equipment (FF&E), financing costs, compensation for all professional services, costs of Owner-furnished goods and services, contingency allowances and other similar established or estimated costs.

1.10 **Project Schedule:** The Owner's requirements for the progress of activities associated with the Project identified by milestones and required completion dates for Consultant services defined by this Agreement.

1.11 **The Contract Documents:** The Contract Documents as used herein refer to the Agreement

Form, Exhibits, Attachments, Educational Specifications, including any and all modifications thereto, issued before and after execution of the Contract and all Exhibits, attached thereto used by the Owner to establish a construction contract with the Contractor. These Contract Documents, and their requirements for the Consultant are incorporated by reference into this Agreement. Refer to Article 10 for the provisions of the RFQ incorporated into the Agreement.

1.12 **Contractor:** The individual, partnership, corporation, association, joint venture, or any combination thereof, who has entered into a contract with the Owner for construction of schools, administrative and support buildings, or various other types of facilities and incidents thereto.

1.13 **Program Manager:** AECOM The entity retained by the School Board of Broward County, Florida, to oversee the execution and delivery of the projects, and act as the Owner's Representative.

1.14 **Project Manager:** An employee of the District or Program Manager to manage the Project as a direct representative of the Owner.

1.15 **The Project:** The construction, alteration or repair, and all services and incidents thereto, comprising a facility as contemplated and budgeted by the Owner.

1.16 **Sub-Consultant:** A person or organization of properly registered and licensed professionals who have entered an agreement with the Consultant to provide professional Structural Engineering services for the Project.

1.17 **Superintendent of Schools:** The duly appointed executive officer of the Owner authorized to act by and through the Owner, referred to hereinafter as the **Superintendent**.

1.18 **Fixed Limit of Construction Cost (FLCC):** The total dollar value of all costs to construct each project.

1.19 **Building Code Inspector (BCI):** A licensed employee or designee of The School Board of Broward County, Florida, who provides plan review and construction inspection for code compliance, and report non-compliant work to the Project Manager and Project Consultant.

1.20 **Value Engineering:** Value Engineering (VE) is the creative, organized process of analysis of a project as to cost and/or performance with a focus on analysis of the proposed facility (and its systems, assemblies, or components) and the elimination or modification of those features which add cost without contributing to that facility's required function or design value.

1.21 **Constructability:** Constructability is the creative, organized process of reviewing a project's drawings, specifications, and other project documentation with a goal of eliminating design, detailing, and specification problems which might render the construction contract documents unbuildable or requiring extensive Addenda or Change Orders to make them buildable.

1.22 **The Project Team:** The Owner, Program Manager, and the Consultant who work jointly

during the design, construction, and warranty phases.

1.23 **Substantial Completion:** The term Substantial Completion as used herein, shall mean that point at which all work associated with the Project, or contractually defined phase or portion of the Project, has received a fully executed Certificate of Occupancy (OEF 110B Form) or Certificate of Completion, whichever is applicable.

1.24 **Chief Building Official, Inspections and Code Compliance (CBO):** The officer or other designated authority charged with the administration and enforcement of all applicable codes, or a duly authorized representative.

1.25 **Design Criteria:** Owner design requirements for all architectural and engineering disciplines.

1.26 **Negotiated Unit Prices:** unit prices for professional services to be utilized during various phases of each project under this Agreement. The Consultant's proposal shall serve as the basis for Negotiated Unit Prices. Refer to Articles 5 and 6 for terms of compensation and payment.

ARTICLE 2 – CONSULTANT SERVICES AND RESPONSIBILITIES

2.1 **Consulting Services:** The Consulting Services are those set forth in the Professional Services Required form attached as Attachment 1 hereto and incorporated by reference. It should be noted that the Consulting Services may be some or all of those services listed on Attachment "1" to this Agreement, or other services designated by Owner.

2.2 **Standard of Care and Representations:**

2.2.1 Standard of Care: The Owner's engagement of the Consultant is based upon the Consultant's representations to the Owner that: (A) it is an organization of experienced professionals, authorized and licensed to do business in Florida; (B) the person responsible for performance pursuant to this Agreement is currently a registered Professional Architect or Engineer in the State of Florida; (C) it is qualified, willing and able to perform services for the Project; and that (D) it has the past experience and ability to provide services which will meet the Owner's objectives and requirements.

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

2.2.3 Any defective or deficient work furnished by the Consultant shall be promptly corrected by the Consultant at no cost to Owner, without limitations to other remedies or rights of Owner. Owner's approval, acceptance, or use of or payment for all or any part of Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations

or Owner's rights hereunder. The Consultant shall utilize the same personnel over the course of the Work and shall, if requested by the Owner, replace personnel whom the Owner has found to be incompetent or to whom the Owner otherwise reasonably objects.

2.2.4 All services provided by the Consultant shall: (A) be in accordance with all applicable codes, including but not limited to, Florida State Board of Education Regulations, Chapter 6A-2.010 (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities)("SREF"), the Florida Building Code ("FBC"), the Florida Fire Protection Code, the Americans With Disabilities Act (ADA), in effect at the time of execution of this Agreement, and its referenced codes and standards; Crime Prevention Through Environmental Design (CPTED) (Broward Sheriff's Office), and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes); (B) be provided for the benefit of the Owner and not for the benefit of any other party; and (C) include all Consultant services normally required for a project of this type as listed in the Scope of Work (Attachment 1 to this Agreement).

2.2.5 **Approval of Documents**: Owner's approval of or comments on any of the documents submitted to Owner by Consultant shall not be deemed the approval of or by another governmental authority having jurisdiction over the project and Consultant acknowledges that the aforesaid authorities may require modifications of any of the documents submitted by Consultant. Subject to Article 2, such modifications shall be made at no cost to Owner.

ARTICLE 3 – SUB-CONSULTANTS

3.1 Sub-Consultants' Relations:

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

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

3.2 **Proposed Sub-Consultants:**

3.2.1 The Consultant proposes to utilize the Sub-Consultants identified in Attachment 5 (List of Project Team Members)

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

3.2.3 The Consultant shall, not later than ten (10) days after the date of this Agreement, submit a list of contact information for Sub-Consultants which includes contact names, firm addresses, telephone and fax numbers and email addresses. Any future changes to Sub-Consultants must also be submitted no later than ten (10) days after the date the change was made.

ARTICLE 4 – THE OWNER'S RESPONSIBILITIES

4.1 **Information, Documents and Services:** The Owner shall consult with the Consultant and provide such information regarding requirements for the Project as are reasonably necessary for Consultant to perform its services.

4.2 **Owner Furnished Items:** When documents, services, or other materials furnished by the Owner for the Consultant's use are deemed by the Consultant as inappropriate, inaccurate, or otherwise unreasonable, the Consultant shall notify the Owner of its opinion immediately upon discovery of same. Owner will notify Consultant upon delivery of any inaccurate data provided to the Consultant. Failure of the Consultant to notify the Owner shall result in the Consultant being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, delays or other compensation related to the use of those Owner furnished materials.

4.3 **Project Management:**
The Director of Preconstruction: The Director of Preconstruction or designee shall act on behalf of the Owner in all matters pertaining to this Agreement and shall approve all Authorizations to Proceed to the Consultant and all invoices for payment to the Consultant.

ARTICLE 5 – BASIS OF COMPENSATION

5.1 **Professional Basic Service Fees ("Fee"):**

5.1.1 The Owner agrees to pay the Consultant, and the Consultant agrees to accept for services rendered pursuant to this Agreement, based upon a Cost Plus with a Guaranteed Maximum based on a Multiple of Direct Personnel Expenses as set forth in Attachment 11 based on the fee schedule as set forth in Attachment 4 attached hereto and incorporated by reference. If Owner and Consultant cannot mutually agree to a Cost Plus with a Guaranteed Maximum based on Direct Personnel Expense, the Owner may secure services from an independent source or from the Owner's resources.

5.2 Supplemental Fee:

5.2.1 The Fee listed above is based on the scope of services for a project of this scope, size, and complexity.

5.2.2 If the Owner authorizes an increase or decrease in the scope, size or complexity of the Project, the Fee will be adjusted as mutually agreed upon, in writing, by Owner and Consultant.

5.2.3 The Consultant may be authorized to perform Supplemental Services. The fee for such services will be based upon a Cost Plus with a Guaranteed Maximum based on a Multiple of Direct Personnel Expenses. Where a mutually agreeable Cost Plus with a Guaranteed Maximum based on Direct Personnel Expense cannot be arrived at, the Owner may secure services from an independent source or from the Owner's resources. The Consultant shall provide any information and/or copies of project documentation necessary to facilitate the provision of said supplemental services by others.

5.3 Multiple of Direct Salary Expense:

5.3.1 Where this Agreement or Attachments 4 hereto indicates a fee computed on the basis of a Multiple of Direct Salary Expense, such fee shall be based on a negotiated multiple of the Direct Personnel Expense as set forth in Attachment 11.

5.3.2 Should overtime work be necessary for work compensated by this fee method, the Consultant's authorization and compensation for such work shall be approved by the Chief Facilities & Construction Officer or his designee, in writing, and stated in Attachment 4 or other documents executed by Owner and Consultant.

5.4 **Direct Personnel Expense:** Direct Personnel Expense is defined as the salary rate, as determined from salaries reported to the Director of Internal Revenue, of the personnel engaged directly on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

5.5 Reimbursable Fees:

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

5.5.2 Authorized travel outside the areas of Dade, Broward and Palm Beach Counties, lodging and meals in connection with the Project (subject to the limitations imposed by Chapter 112.061, Florida Statutes); long distance communications (except for long distance charges for calls placed to others living outside the Consultant's local calling area), and fees paid for securing approval of authorities having jurisdiction over the work, reproductions, postage and handling of Drawings, Specifications and other documents, and, if authorized

in advance by the Owner, expense of overtime work requiring higher than regular rates.

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

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

ARTICLE 6 – PAYMENTS TO THE CONSULTANT

6.1 Payment for Basic Services and Supplemental Services:

6.1.1 Payments for Basic and Supplemental Services may be requested monthly (on the Owner's standard invoice format) in proportion to services performed during each portion of the work or other basis as set forth in the Schedules attached hereto and conforming to the attached Consultant's proposal for Attachment 1 – "Scope of Work". Owner in its sole discretion shall determine if the payment requested is in accordance with the proportion of the work performed.

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

Unit prices and hourly rates shall be administered in accordance with Attachment "11" as attached hereto. Actual hours shall be rounded off to the nearest fifteen (15) minute intervals.

Charges shown on Attachment "11" are for time of engineering technicians' portal to portal, spent in sampling, conducting field or laboratory tests or inspections, and tests not otherwise charged on unit price basis. Overtime, at the Owner's request, is for work before 7:00 AM and after 5:00 PM, over eight (8) hours per regular day, forty (40) hours per week, Saturday, Sunday and Holidays.

In the event the testing technician, through no fault of the technician or of the Consultant, is unable to conduct a test within thirty (30) minutes after the time scheduled for the test or within thirty (30) minutes of the technician's arrival on-site ready to conduct the test, whichever is later, the appropriate hourly technician rate from Attachment "11" shall apply to any excess time spent by the technician beyond the normally expectable amount of time for conducting such a test plus thirty (30) minutes. These charges shall be verified and documented between the Consultant and the Owner at the time of occurrence. This charge shall apply to concrete, soils, and any other test which is based on the unit prices described in Attachment "11".

6.1.2 No payments shall be due to Consultant unless and until all materials, forms and documents required by Owner have been provided by Consultant and its Sub-Consultant to Owner or others who are to receive same. The Owner retains the right to withhold payment from the Consultant for non-performance of the Consultant during any phase or portion of the Project.

6.1.3 The Consultant shall submit invoices in the Owner's required invoice format (Attachment 2) as provided.

6.1.4 All submitted invoices shall have copies of referenced Scope of Work and the Authorization to Proceed (ATP) attached.

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

6.1.6 The Consultant shall submit a monthly S/M/WBE Monthly Subcontractor Utilization Report with the monthly request for payment, on forms provided by the Owner.

6.2 Payment for Reimbursables:

6.2.1 Payment for Reimbursables may be requested monthly (on the Owner's standard invoice format, Attachment 2) based on actual costs.

6.2.2 Payments are due and payable within thirty (30) days from receipt of the Consultant's invoice.

6.3 Project Suspension:

6.3.1 If the Project is suspended for the convenience of the Owner for more than three (3) months or terminated in whole or in part during any Phase, the Consultant shall be paid for services authorized by an Authorization to Proceed which were performed prior to such suspension or termination, together with the cost of Reimbursable Services and expenses then due.

ARTICLE 7 - INDEMNIFICATION CLAUSE

7.1 Indemnification:

7.1.1 To the fullest extent permitted by law, the Project Consultant shall indemnify, and hold harmless the owner, its members, officers, employees and agents (hereinafter collectively "Related Parties") from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of this contract.

7.1.2 In any and all claims against the Owner by any employee of the Consultant, or anyone for whose acts the Consultant may be liable, the obligations for Consultant to indemnify Owner under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant under workman's compensation acts, disability acts, or other employee benefit acts.

7.1.3 In the event that any claims are brought, or actions filed against the Owner with respect to the indemnity contained herein, the Consultant agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. The Consultant agrees that the Owner may select the attorneys to appear and defend such claims or actions on behalf of the Owner. The Consultant further agrees to pay, at the sole expense of the Consultant, the attorney's fees and costs incurred by those attorneys selected by the Owner to appear and defend such claims or actions on behalf of the Owner. However, if the claims or actions are covered by insurance and such coverage is acknowledged by the insurance company in writing to the Owner, then, in that case, the insurance company shall choose counsel, direct the defense and be the judge of the acceptability of any compromise or settlement of any such claims or actions against the Owner which are within the insurance policy limits and are paid by the insurance company solely. Otherwise, if the claims or actions are not covered by insurance, then, at its sole option the Owner shall have the sole authority for the direction of the defense and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions asserted against the Owner.

ARTICLE 8 – INSURANCE

8.1 General Insurance Requirements:

8.1.1 The Consultant shall not start work under this Agreement until the Consultant has obtained all insurance required hereunder and such insurance has been approved by the Owner.

8.1.2 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this Agreement shall have an "A" rating, or better, and a financial rating of no less than VI in the current A.M. Best Manual OR hold a Moody's Investors Service Financial Strength of "Aa3" or better.

8.1.3 All insurance policies required under this Agreement shall be endorsed to be primary of all other valid and collectable coverages maintained by the Owner. The Owner shall be named as an additional insured under the General Liability policy, including Products Liability, shall include the Owner's Project number and full Project title (including applicable facility name) on the Certificate.

8.1.4 The Consultant shall furnish certificates of insurance to the Owner for review and approval at the time of execution of this Agreement and shall maintain same at all times during the term of this Agreement.

8.1.5 The Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO), unless approved by Owner and shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the Consultant. No material change or cancellation of the insurance shall be effective without a 30-day prior written notice to and approval by the Owner. All Certificates shall list the Owner's project number and full project title (including applicable facility name).

8.2 Insurance Required:

8.2.1 **Automobile Liability Insurance:** The Consultant shall maintain Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in amounts not less than $1,000,000 per occurrence for bodily injury and property damage combined single limit and shall not be less than the standard ISO Business Auto Policy CA 00 01.

8.2.2 **Professional Liability (Errors and Omissions)**: The Consultant shall procure Professional Liability Insurance in the manner described herein. The deductible shall not be more than Fifty Thousand ($50,000) Dollars for each policy and must be indicated on the certificate of insurance. The limits of the Professional Liability Insurance Policy shall be as follows:

8.2.2.1 Not used.

8.2.2.2 Projects require a practice policy with a per claim/annual aggregate in accordance with the specifications delineated below relative to the cumulative construction value of all projects:

.1 One Million ($1,000,000) Dollars on a per claim/One Million ($1,000,000) Dollars annual aggregate basis for Consultants whose cumulative construction value for all Board contracts is less than Five Million ($5,000,000) Dollars.

.2 One Million ($1,000,000) Dollars on a per claim/Three Million ($3,000,000) Dollars annual aggregate basis for Consultants whose cumulative construction value for all Board contracts is between Five Million One ($5,000,001) Dollars to Ten Million ($10,000,000) Dollars.

.3 One Million ($1,000,000) Dollars on a per claim/Five Million ($5,000,000) Dollars annual aggregate basis for Consultants whose cumulative construction value for all Board contracts is greater than Ten Million One ($10,000,001) Dollars.

The Consultant shall be required to maintain the practice policy in accordance with the above specifications for a period commencing with execution of this contract and terminating three years after final completion of said projects. Should additional projects or change orders be added that increase the cumulative construction value to another tier shown above, the Consultant will be required to show proof of coverage at the higher limit / aggregate. In addition, the Consultant shall provide information regarding the total claims against said practice policy on an annual basis for the term of the contract upon and terminating three years after final completion of the project (Claims/Loss history should be forwarded to the Risk Management Department), as The School Board of Broward County, Florida, deems appropriate.

The Professional Liability insurance must provide for all sums which the Consultant shall be legally obligated to pay as damages for claims arising out of or relating to the negligent services performed by the Consultant or any person employed or acting on the Consultant's behalf (including, but not limited to, Sub-Consultants) in connection with this Agreement. If the Owner, at its sole discretion, agrees that such coverage is not commercially reasonably available, the Owner may, at its discretion, authorize the Consultant to alter the coverage by substituting a lower aggregate or changing any other terms and conditions of the coverage (including but not limited to deductible amounts) based upon the scope of the project.

8.2.3 **Worker's Compensation Insurance:** The Consultant shall maintain Worker's Compensation Insurance in compliance with Chapter 440 of the Florida Statutes. The firm shall maintain Workers' Compensation Insurance for all of its employees connected with the provided services as described in this Agreement in accordance with Florida Statutory limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand ($500,000) Dollars per occurrence.

8.2.4 **General Liability Insurance:** The Consultant shall maintain General Liability Insurance, including Contractual Liability to cover the "Hold Harmless Agreement" set forth herein, with bodily injury limits of not less than One Million ($1,000,000) Dollars per occurrence combined single limit for bodily injury and property damage and not less than the Two Million ($2,000,000) General Aggregate such coverage shall apply separately to each project. The School Board of Broward County, Florida, its members, officers, employees, and agents shall be named as an additional insured under the General Liability policy.

ARTICLE 9 – GENERAL PROVISIONS

9.1 **Performance:**

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

9.1.2 **Task Orders:** The Owner will assign increments of Work to the Consultant via an Authorization to Proceed ("ATP") (Attachment 4) which will be completed for each project or service to which the Consultant is assigned. Each ATP, which includes forms for the Professional Services required, Project Schedule and Professional Fee, shall be completed by the Owner and Consultant evidencing the services, fees, time, etc. for that particular project and confirming that the terms and conditions of this Agreement apply. Each project assigned to the Consultant will be identified by the Owner's assigned project numbers.

9.1.3 **Time for Performance:** The Consultant agrees to start all work hereunder upon receipt of an Authorization to Proceed issued by the Chief Facilities and Construction Officer or his designee and to complete all work within the time stipulated in the Authorization to Proceed (Attachment 4 to this Agreement ("ATP")). The Consultant acknowledges that failure to perform timely may cause the Owner to sustain loss and damages and will be responsible for same. The Consultant agrees that Owner is entitled to recover no less than One Hundred Dollars ($100) per consecutive calendar day of unexcused delay caused by the Consultant's failure to comply with the times set forth in the fully executed ATP. Owner shall have the right to deduct such amounts from payments due and owing to the Consultant.

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

a result of or relating to delays on the Project. Time is of the essence with regard to the performance of this contract.

9.1.5 **Excess Funds:** Any party receiving funds paid by the School Board of Broward County, Florida under this Agreement agrees to promptly notify the School Board of Broward County, Florida of any funds erroneously received from the School Board of Broward County, Florida of upon the discovery of such erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, as amended, applicable at the time the erroneous payment or overpayment was made by the School Board of Broward County, Florida. The erroneous payment and/or overpayment will be promptly transmitted and returned to the School Board of Broward County, Florida with the maximum applicable interest permitted by Florida law.

9.2 **Termination of Agreement:**

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

9.2.2 The Consultant may only terminate this Agreement for a material breach of the Agreement by Owner, and only after Consultant has given the Owner ten (10) days written notice and opportunity to cure such breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, the Consultant is obligated to continue performance in accordance with the terms of this Agreement, unless instructed by the Owner to suspend or delay performance.

9.2.3 Owner may terminate this Agreement for cause, which shall include, but not be limited to, failure of Consultant to comply with any of its material obligations under this Agreement; a decrease in the projected, available Capital Outlay funds which renders continuation of the design or construction of the Project impossible or impractical; or conditions which arise that constitute Force Majeure under Article 9.2.6 of this Agreement. In such event, Consultant shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Consultant's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating this Agreement for cause, then it shall be deemed to be a termination for convenience pursuant to Article 9.2.1 above, and the Consultant's sole compensation shall be compensation in accordance with that paragraph. Whether or not this Agreement is so terminated, the Consultant shall be liable to Owner for any damage or loss resulting from such failure or violation by Consultant. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

9.2.4 **Annulment:** The Consultant warrants that no one has been employed or retained other than an employee working solely for the Consultant, to solicit or secure this Agreement; and that the Consultant has not paid, nor agreed to pay, any company or other person any fee, commission, gift, or other consideration contingent upon the making of this Agreement. For

breach or violation of this warranty, the Owner has the right to annul this Agreement without liability.

9.2.5 **Fixed Fees Exceeding $50,000:** For all Fixed Fees or other "lump-sum" fees for professional service Agreements over Fifty Thousand ($50,000) Dollars the Consultant shall execute a truth-in-negotiations certificate as in accordance with 287.055 and all required language set forth therein. Requirements of Florida Statute 287.055 (2004), as amended, are incorporated herein by reference.

9.2.6 **Force Majeure:** The Owner's or Consultant's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

9.2.7 **Termination of Scrutinized Companies or False Certification**: SBBC reserves the right to terminate this Agreement in accordance with Section 287.135(5), Florida Statues, if the other party is placed on the List of Scrutinized Companies that Boycott Israel or is engaged in a boycott of Israel; is on the List of Scrutinized Companies with Activities in Sudan; is on the List of Scrutinized Companies with Activities in the Iran Petroleum Energy Sector;

or has engaged in business operations in Cuba or Syria. SBBC also reserves the right to terminate this Agreement pursuant to Section 287.135(5), Florida Statues, if the other party is found to have submitted a false certification.

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

9.3.1 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Owner to Consultant pursuant to this Agreement. All costs which the consultant is unable to provide support or documentation to substantiate that it was incurred as represented by the original estimated breakdown of costs or found to be not in compliance with the provisions of this contract, shall be reimbursed to the Owner.

9.3.2 Owner's agent or its authorized representative shall have access to the Consultant's

facilities, shall have access to all necessary records, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

9.3.3 Consultant shall require all Sub-Consultants to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Consultant pursuant to this Agreement.

9.3.4 If an audit inspection or examination in accordance with this article discloses overcharges (of any nature) by the Consultant to the Owner in excess of $25,000, the actual cost of the Owner's audit shall be paid by the Consultant.

9.3.5 **Public Records:** The following provisions are required by Section 119.0701, Florida Statues, and may not be amended. Consultant shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Consultant shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Consultant does not transfer the public records to SBBC. Upon completion of the Agreement, Consultant shall transfer, at no cost, to SBBC all public records in possession of Consultant or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Consultant transfer all public records to SBBC upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(Continued on following page)

Custodian of Public Records
Requel Bell
600 SE 3 Avenue
Fort Lauderdale, FL 33312
754-321-1925
Requel.bell@browardschools.com

9.4 **Ownership of documents:**

9.4.1 The documents developed under this Agreement shall become and be the sole property of the Owner whether the Project for which they were developed is executed or not. The Consultant may maintain copies thereof for its records and for its future professional endeavors, although the Owner shall bear no liability or any responsibility whatsoever for such use of said documents by the Consultant.

9.4.2 In the event of the Consultant's termination under other provisions of this Agreement, the Owner shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

9.4.3 In the event Owner requests any such documents or materials referred to in this Article and Consultant fails to provide same as requested by Owner, then Consultant acknowledges that Owner will be irreparably harmed and subject to an injunction to provide same.

9.4.4 The Owner will not modify or distribute the documents, including electronic media versions, to third parties except for those purposes listed above without the expressed permission and consent of the Consultant. The Owner will delete any title blocks or other marks identifying the originating Consultant from any materials so distributed. The Owner will indemnify the Consultant against any claims that result from the modification of data and disks by the Owner.

9.5 **Electronic Media:** Where this Agreement or referenced provisions in the Contract require the Consultant to provide information or documents in either electronic or magnetic media, the preparation and format of that media shall conform to the Owner's "Electronic Media Submittal Requirements" which are incorporated as Attachment 3 to this Agreement for Open End Services.

9.6 **Attachments and References:**

9.6.1 **The following named attachments are made an integral part of this Agreement:**
Sample Professional Services Agreement (With Attachments).
Attachment 1: Scope of Work
Attachment 2: Consultant's Invoice Form, Design Professionals Reimbursable Form
Attachment 3: Electronic Media Submittal Requirements
Attachment 4: Authorization to Proceed (ATP) Form (one per project)
Professional Services Required page 1 of 3 (one per project)

Project Schedule-page 2 of 3 (one per project)
Professional fee- page 3 of 3 (one per project)

Attachment 5: List of Project Team Members (one per project)
Attachment 6: Document 00455 – Background Screening
Attachment 7: IRS Form W-9
Attachment 8: Truth In Negotiations Certificate
Attachment 9: ACH Payment Agreement Form
Attachment10 Conflict of Interest Form
Attachment11: Staff Rate Breakdown
Attachment12: FEMA Requirements
Attachment13: E -Builder Requirements

Online Documents: The following documents shall be downloaded by the Consultant and are considered as Attachments to this Contract:

Design Standards

http://www.broward.k12.fl.us/facilities_construction/DSS/DS_Docs/DesignStandards.htm

- Design Criteria
- Design and Material Standards - Division 1 thru Division 17
- Document Submittal Checklist for Plan Review

http://www.broward.k12.fl.us/constructioncontracts/D0docs.html

- Specifications – Division 0

State Requirements for Educational Facilities (SREF) latest edition

http://www.fldoe.org/edfacil/sref.asp

- F.I.S.H. layering system for AutoCAD: Note: the laying system is not posted online. It will need to be requested thru:

  Facility Planning and Real Estate
  600 SE 3rd Avenue
  Fort Lauderdale, FL 33312
  754-321-1932

9.7 Extent of Agreement:

9.7.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, written or oral.

9.7.2 This Agreement may not be amended, changed, modified, or otherwise altered after the execution hereof, except by resolution of Owner and an Agreement executed by Owner and

Consultant.

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

9.7.4 This Agreement shall be governed by the laws of the State of Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

9.8 **Strict Performance:** The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

9.9 **Prompt and Satisfactory Correction:** The Owner, at its sole discretion, may direct the Consultant, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation or ordinance.

9.10 **Successors and Assigns:**

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

9.10.2 The Consultant and the Owner each binds one another, their partners, successors, legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

9.11 **Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion:**

9.11.1 **Lower Tier Covered Transactions:** Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in ß 85.200, Debarment or Suspension, ß 85.201, Treatment of Title IV HEA participation, and ß85.215, Exception provision, debarment, or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a primary covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the following certification for it and its principals in any

proposal submitted in connection with such lower tier covered transactions.

9.11.2 Certification and Disclosure

1. The lower tier participant (Consultant) certifies, by entering this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the lower tier participant (Consultant) is unable to certify to any of the statements in this certification, such participant shall provide an explanation to the Owner.
3. The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the Owner shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the fees due and owing to the Consultant, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. (Ch. 287.055, F.S.)

9.12 Non-Discrimination, EEO, and ADAAA

9.12.1 Non-Discrimination – The School Board of Broward County, Florida prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.

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

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

9.13 Captions The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

9.14 **Authority Provision:** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all.

9.15 **Notice Provision** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for giving notice.

To SBBC:
Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to:
Office of the Chief Facilities Officer
600 SE 3 Avenue
Fort Lauderdale, FL 33312
Attn: Deborah G. Czubkowski
Chief Facilities Officer

With a Copy to:
Office of Procurement & Warehousing Services
7720 W Oakland Park Boulevard, Suite 323
Sunrise, FL 33351
Attn: Mary Coker
Director of Procurement & Warehousing Services

With a Copy to:
Office of Facilities and Construction
2301 NW 26th St
Fort Lauderdale, FL 33311
Attn: Sonja Coley
Director, Pre-Construction

And

AECOM, Inc., Owners Representative
2301 NW 26th St
Fort Lauderdale, FL 33311
Attn: Kathleen Langan
Program Director

To Consultant:
Jenkins and Charland Inc. dba TRC Worldwide Engineering
1230 N. University Dr.
Plantation, FL 33322
Attn: Ms. Donata Williams
Managing Principal

9.16 **Excess Funds.** Any party receiving funds paid by The School Board of Broward County, Florida (SBBC) under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

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

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

ARTICLE 10 INCORPORATION OF RFQ INTO AGREEMENT

10.1 In addition to those Attachments and References identified and made part of this Agreement in Article 9.6.1, the provisions of **RFQ No. FY24-041 – Structural Engineering Services** (the "RFQ") are hereby incorporated into this Agreement. In the event of conflict between the provisions contained in this Agreement and the RFQ, the more stringent provision shall prevail. If this Agreement is silent on an issue that is contained with the RFQ, the provisions of the RFQ shall be followed.

(Remainder of page intentionally left blank)

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

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Lori Alhadeff, Chair

ATTEST:

_____
Dr. Peter B. Licata,
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

(Remainder of page intentionally left blank)

FOR PROJECT CONSULTANT

(Corporate Seal)

JENKINS AND CHARLAND, INC. DBA TRC WORLDWIDE ENGINEERING

ATTEST:

By _____
Donata Williams, Managing Principal

_____
, Secretary

-or-

_____
Witness

_____
Witness

STATE OF Florida)
)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 12 day of Dec., 2023, by **DONATA WILLIAMS of JENKINS AND CHARLAND, INC. DBA TRC WORLWIDE ENGINEERING** on behalf of the corporation or agency.

He/she is personally known to me or produced as Identification and did/did not first take an oath.

My commission expires: Nov. 8, 2024

KIMBERLY VAN ETTEN
Notary Public - State of Florida
Commission # HH 20867
My Comm. Expires Nov 8, 2024
Bonded through National Notary Assn.

(SEAL)

_____
Signature, Notary Public

Kimberly Van Etten
Printed Name of Notary

HH 20867
Notary's Commission No.

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME this 12 day of December, 2023, appeared Warren Johnson, and,

John D'Amore personally known to me to be the persons described in and who executed

the foregoing contract and acknowledge that he executed the same as his free act and deed for the purposes therein

expressed.

WITNESS my hand and official seal in the County and State last official this 12 day of

December, 2023.

Notary Public State of Florida

My Commission Expires: Nov. 8, 2024

KIMBERLY VAN ETTEN
Notary Public - State of Florida
Commission # HH 20867
My Comm. Expires Nov 8, 2024
Bonded through National Notary Assn.

PROJECT SCOPE

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

Professionals Invoice Format

The School Board of Broward County, Florida requires submittal of the Design Professional's invoice on the district's standard invoice forms attached to a transmittal form or letter on the Design Professional's company letterhead. Include the information and attachments described below:

1. Letterhead Containing Firm Information
    A. Firm Name
    B. Address
    C. Telephone and FAX Numbers
    D. Consultant's Invoice Reference Number

2. Address Transmittal/Letter to:

    Office of Facilities and Construction
    The School Board of Broward County, Florida 3775
    SW 16th Street
    Fort Lauderdale, FL 33312
    Attention: Name of Project Manager

3. Ensure that Transmittal/Letter references the following information:
    A. Date of submittal.
    B. The Invoice Number for ATP Number (example: Invoice No. 01 for ATP No. 01).
    C. The School Board of Broward County's Purchase Order No.: (Which will be provided by the Facilities Project Manager at the beginning of the project.)
    D. Name of Facility (and Facility Number).
    E. Name of Project
    F. School Board Project Number

4. Ensure attachment of the following documents to the Transmittal/Letter:
    A. Design Professional's Invoice Form
    B. Design Professional's Reimbursable Invoice Form
    C. Copy of signature page (page 3 of 3) of the Design Professional's Authorization to Proceed.

The School Board of Broward County, Florida
Florida Facilities and Construction Management Department
3775 SW 16th Street Fort Lauderdale, FL 33312 (754) 321-1500

Design Professional (Name) Date:

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

Original Basic Fee	$
Current basic fee	$

INVOICE TOTALS:

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

BASIC FEE TOTALS:

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

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

The School Board of Broward County, Florida
Florida Facilities and Construction Management Department
3775 SW 16th Street Fort Lauderdale, FL 33312 (754) 321-1500

Design Professional's Reimbursable Invoice

Project No:
Project Title:
Design Professional's:
Remit to address:

Facility Name: Invoice No:
SBBC PO No.
ATP No.
Invoice From:
Project Manager:

Item No.	Date	Reimbursable Item	Amount
		Invoice Total	$

Receipts for each Item must be attached.

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

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

Electronic Media Requirements

All Work product for all projects, requires hard copies, electronic copies (PDF) and electronic original copies. The electronic media requirements are as listed below.

ELECTRONIC MEDIA

1.0 General Information

1.1 The School Board of Broward County, Florida contracts with one or more Internet bid advertising and distribution services. The Design Professional shall post the complete bid package to these services upon written notification by the Owner. The posted documents shall be read only documents and the file format shall be PDF.

2.0.1 Software Requirements

2.0.2 Word Processing
2.0.3 Provide word processing files in Microsoft Word for Windows compatible file formats including all information necessary for remote printing.

2.0.4 Spreadsheets
2.0.5 Provide spreadsheet files in Microsoft Excel for windows compatible file formats including all information necessary for remote printing.

2.0.6 Computer aided Design and Drafting
2.0.7 Provide all CADD files as AutoCAD 2010 files, Window's version.

3.0 CAD Standards

3.1 Standard plotted drawing size: 24-inch x 36 inch or 30 inch x 42 inch sheets.
3.1.1 All sheets within a set shall be the same size unless pre-approved otherwise. (for example, survey sheets)

3.2 Design Professional shall provide to the Owner the standard file naming Protocol they will be utilizing.

3.3 CAD File Layering
3.3.1 Conform to the most up to date guidelines defined by the American Institute of Architects (AIA) standard document, "CAD Layer Guidelines."

3.3.2 Provide the required Layering for the Florida Inventory of Schoolhouses (F.I.S.H.) documents.

3.3.1.1 The F.I.S.H. layering scheme is not available on-line. It can be requested through:

Facility Planning and Real Estate
600 SE 3rd Avenue, Fort Lauderdale, FL 33312 754-321-1932

3.3.3 Provide a separate list of all layers which do not conform to the standard AIA CAD Layer Guidelines or the FISH layering scheme.

3.4 No custom hatch patterns shall be utilized.

3.5 All symbols and blocks to have descriptive names.

4.0 Electronic Media Delivery Requirements
4.1 Transmittals shall include the following:

4.0.1 The Project Number, Project Title, and date
4.0.2 The Facility Name
4.0.3 The submittal type.
4.0.4 The format and version of the software.
4.0.5 An attached Listing of file names with the latest document publish dates.

4.1 All electronic media shall contain an attached label which shall identify 4.1.1, 4.1.2, and 4.1.3.

4.1.1 Document clean-up
4.1.2 Before a CADD file is placed on the delivery electronic digital media, the following procedures shall be performed:

4.1.2.1 Purge all files and remove all extraneous graphics outside the border area.

4.1.2.2 Make sure all reference files are attached without device path.

4.1.2.3 All required project files both graphic and nongraphic, shall include color tables, pen tables, font libraries, block libraries, user command files, plot files, etc. All project related blocks must be provided to the Owner as a part of the electronic digital deliverables.

4.1.2.4 Make sure that all support files such as those listed above are in the same directory and that references to those files do not include device Path.

4.2 The following Plot File Development and Project Documentation Information shall be submitted as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.

4.2.1 Documentation of the plot files for each drawing which will be needed to be able to allow identical plotting by the Owner at a later date. This documentation shall include the plotter configuration (e.g., name and model of plotter), pen settings, drawing orientation, drawing

size, and any other special instructions.

4.2.2 Instructions concerning how to generate plotted, drawings from the provided plot files.

4.2.3 Provide all symbols and blocks used in the project in a separate file.

4.3 List of all database/spreadsheet files associated with each drawing, as well as a description and documentation of the database format.

5.0 Ownership: Refer to Agreement for specific Owner and Design Professional's rights.

6.0 Documents for the Construction Contractor:

6.1 The Owner and the Design Professional shall make various electronic information available to the Contractor during the Construction phase of the Project.

7.0 Where electronic media submittals of final site surveys are required: Provide electronic copies of any existing site survey data already on electronic media.

8.0 At the Contractors option, the Design Professional will provide the Contractor one set of AutoCAD (.dwg) electronic file format contract drawings, to be used for as built drawings at the Contractor's option. Note that the Architect's name and information to be removed.

(Remainder of page intentionally left blank)

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, Florida 33311

PSA Attachment 4

Consultant's Authorization To Proceed

Project No.:		Date:	
Location No.:			
Project Title:		SBBC P.O. No.:	
		Line No.:	
Facility Name:		Project Manager:	
Project Consultant:		Dir. Capital Planning & Programming	

Under the provisions of your contract for professional services, you are hereby authorized to proceed with the following services for the project referenced above.

☐ Schematic Design ☐ Design Development ☐ Construction Documents
☐ Bidding ☐ Construction Contract Administration ☐ Warranty
☐ Other Services: Attached:

This Authorization to Proceed is subject to the following attachments:

Attachments:
☐ Professional Services Required
☐ Project Schedule
☐ Professional Fees
☐ Previous ATP's

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

Original FLCC	Current Cost Estimate	Revised FLCC by ATP

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

Item Discipline Description

Consultant's Authorization To Proceed (Continued)

Project Schedule

Project No. & Location No.: _____ Project Title: _____

Facility Name: _____
Project Consultant: _____

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

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

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, Florida 33311

PSA Attachment 4

Consultant's Authorization To Proceed (Continued)

Professional Fees

Project No. & Location No.: _____ Project Title: _____

Facility Name: _____
Project Consultant: _____

Phase	Original Basic Fee	Fee Authorized by ATP		Fee Previously Paid		Fee Balance	
I (SD) (5%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
II (DD) (10%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
III (CD) (35%/60%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
IV (BID) (65%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
V (CA) (98%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
VI (Warr) (100%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 1)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 2)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 3)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 4)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Total:	$ 0.00	$ 0.00		$ 0.00		$ 0.00	

Payment for these services shall be made In accordance with the provisions of the Professional Services Agreement.

Approved By Consultant				Approved By SBBC			
Name:				Name: Shelley N. Meloni			
Title:				Title: Director, Pre-Construction			
Signature:	_____	Date:	_____	Signature:	_____	Date	_____
Recommended By SBBC							
Name:							
Title: Project Manager, Owner's Representative							
Signature:	_____	Date:	_____	Signature:	_____	Date	_____

This document is part of the Professional Services Agreement between The School Board of Broward County, Florida (Owner) and the Design Professional and is incorporated by reference into the terms and conditions of that agreement.

Design and Professional Consulting Staff

Prime Firm:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351 **(754) 321-0505**

Document 00455: Background Screening of Contractual Personnel

Project No:
Location No:
Project Title:
Facility Name:

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

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

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

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

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared

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

1. Contractor Name: _____

   Address: _____

2. My relationship to the Contractor named in (1) above is: _____
   (List relationship such as sole proprietor, partner, president, vice president, etc.)

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

TO BE COMPLETED AT THE TIME OF SUBMISSION OF POST-AWARD DOCUMENTS INDICATED IN DOCUMENT 00200. COMPLIANCE WITH SECTION 1012.465, FLORIDA STATUTES IS REQUIRED PRIOR TO ISSUANCE OF DOCUMENT 00550, NOTICE TO PROCEED.

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

BY: _____ **DATE:** _____

NAME (Printed) _____ **TITLE:** _____

Notarization

State of: _____)

County of: _____)

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

_____

who is personally known to me or did produce:

_____

an identification and who did take an oath.

Notary Public: _____ **Affix Seal**

Commission Expires on: _____

School Board of Broward County – Contractors & Vendors

Those who need to request entry badges to the Broward School Board Facilities need to go to http://www.broward.k12.fl.us/police/secclear.html and follow the instructions for Fieldprint registration and scheduling process.

Before processing your documentation, you need to have a signed contract or Purchase Order and a Vendor number; to obtain a Vendor number please call (754) 321-2374.

All vendors and contractors must provide the necessary information as soon as possible to Fieldprint. These documents can be found by selecting "Click Here for Forms and Other Necessary Information" hyperlink.

If you have any questions, please call Security Clearance Department at 754-321-2374.

(Remainder of page intentionally left blank)

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Cat. No. 10231X Form **W-9** (Rev. 8-2013)

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. *The IRS tells you that you are subject to backup withholding because you did* not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

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

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

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be *identified on the "Name" line) is another LLC that is not disregarded for U.S.* federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. 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/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

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

The following codes identify payees that 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

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

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

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

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

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, 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.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

The School Board of Broward County, Florida

Professional Services Agreement

ATTACHMENT 8

Truth in Negotiations Certification

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

(Firm's Letterhead)

PROJECT NAME:

AMOUNT OF CONTRACT:

CERTIFICATE OF TRUTH IN NEGOTIATION

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

PROJECT NAME (S)

Are accurate, complete and current as of

(Day), (Month) (Year)

FIRM: (Name exactly as listed on contract)

PRESIDENT:

By: _____

Reference: Florida Statutes 287.055

ACH Payment Agreement Form

VENDOR NAME: _____

Authorization Agreement

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

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

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

Account Information

Name of Bank or Financial Institution: _____

Branch/ State: _____

Routing No: _____

Account No: _____ Checking ☐ Savings ☐

VENDOR AREA:

Remittance Confirmation: (please select one) _____ Fax ☐ Email ☐

Federal Identification No. Vendor _____ TAX ID# ☐ SS# ☐

Update Purchase Order Fax & Email Address

Centralized Fax Number _____ Dept. _____

Centralized Email _____ Dept. _____

Centralized Phone No. _____ Dept. _____

Signature

Authorized Signature (Primary) and Business title: _____ Date: _____

Authorized Signature (Joint) and Business title: _____ Date: _____

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

This form must be returned to: SBBC – Purchasing – Data Strategy Group
7720 W. Oakland Park Blvd, Sunrise FL 33351 call: 754-321-0516 or fax # 754-321-0533

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered ___ Initials: _

The School Board of Broward County, Florida

RFQ # and NAME FY24 - 041 Structural Engineering Services

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

In accordance with the RFQ, each Proposer must disclose, in its RFQ, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee

Check one of the following and sign:

☑ I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

Nitin Ranadive
Signature

Jenkins & Charland Inc.
Company Name

NITIN RANADIVE
Name of Official

~~Principal~~ 1230 N University Drive
Business Address

Plantation FL 33322
City, State, Zip Code

Established 1915
BROWARD County Public Schools

TSSC
7720 W Oakland Park Blvd.
Sunrise, Florida 33351

PSA Attachment 11

(754) 321-0510

RFQ Number/Name	**FY24-041 - Continuing Contracts for Structural Engineering Services**
Proposer's Company Name	**Jenkins and Charland, Inc. DBA TRC Worldwide Engineering**
Dated Submitted	**Tuesday , November 7, 2023. Updated Nov. 9, 2023 per Negotiations.**

Staff Rate Breakdown For Professional Services

Staff Classification (Remove this note prior to submitting this form: Below are Examples. ADD/REVISE Positions as Applicable to your firm.)	**Maximum Raw Hourly Rate ($)**	**Multiplier**	**Total**
Jenkins and Charland, Inc. DBA TRC Worldwide Engineering			
Principal In Charge	$71.03	2.70	$191.78
Project Manager	$60.10	2.70	$162.27
Senior Engineer	$60.10	2.70	$112.10
Engineer	$41.52	2.70	$112.10
CADD/Designer	$32.00	2.70	$86.40
Administrative Support	$28.00	2.70	$75.60
Subconsultant Firm for "Providing: WHAT's THE SERVICE" (NAME)			
Principal In Charge			$0.00
Senior Project Manager			$0.00
Project Manager			$0.00
Senior Engineer			$0.00
Engineer			$0.00
CADD/Designer			$0.00
Administrative Support			$0.00
Supplemental Services Multiplier			

Note 1: These rates will be set for the first three (3) years. Rate adjustments may be considered for additional year extensions (if applicable). Rate adjustments will be approved by the Office of Facilities & Construction's Director (Pre-Construction) with copy to the Purchasing Agent (Construction).
Note 2: Reimbursable expenses (a.k.a. allowances) should be direct costs with no mark-up.

FEMA REQUIREMENTS PSA Attachment 12

1. Added Terms and Conditions. The Awardee ("Consultant") shall incorporate the following FEMA terms and conditions into all construction and bid documents for projects subject to receipt of any grant, contract, loan, insurance, or guarantee involving federally assisted construction. Consultant shall itself comply with all terms and conditions which apply to the professional design services provided for such projects.

2. Compliance with Federal Law. Re2ulations and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

a. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excel of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

b. The contracts must also include a provision for compliance with the Copeland "Anti- Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal Entity must report all suspected or reported violations to the Federal awarding agency.

1. Contractor. The contractor shall comply with 18 U.S.C. 874, 40 U.S.C. 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

11. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate.

instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

c. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Consultant will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

11. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by this section.

111. Withholding for unpaid wages and liquidated damages. The School Board of Broward County, Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

1v. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in Articles I. i.e. through (4) of this section and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

d. Clean Air Act. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et. Seq.

The contractor agrees to report each violation to the School Board of Broward County and understands and agrees that the School Board of Broward County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

e. Federal Water Pollution Control Act. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The contractor agrees to report each violation to the School Board of Broward County and understands and agrees that the School Board of Broward County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

3. Recovered/Recycled Materials. In the performance of this contract, the contractor shall make maximum use of products containing recovered/recycled materials that are EPA- designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance; meeting contract performance requirements; or at a reasonable price. If such materials are not available, then materials used for the manufacture or construction of any supplies, materials or equipment covered by this project shall be new unless otherwise specified. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. If recovered/recycled materials are not available, the items bid must be new, the latest model, of the best quality and highest-grade workmanship as needed for the particular procurement.

If a proposed recovered/recycled material has been determined to be unsafe for children in the schools, then only new material shall be used.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website,

https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

4. Equal Employment Opportunity. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The following shall be incorporated into the Agreement for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(I) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a

part of such employee's essential job functions discloses the compensation of such other employees or applicants to individual who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontractor purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(Remainder of page intentionally left blank)

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subconsultants with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

5. Contract Work Hours and Safety Standards. Consultant and contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

6. Policies, Local, State and Federal Laws. Consultant and contractor agree to comply with all School Board Policies, local, state and federal laws, including, but not limited to, the federal Clean Air Act and Clean Water Act.

7. Energy Efficiency. Consultant and contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8. Rights to Inventions Made Under A Contract Or Agreement. Any invention developed during the performance of work under a federal award or grant shall provide for a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

9. Certification. Contractors applying or bidding for an award of $100,000 or more must file the required certification: Each tier ce1tifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. DHS Imagery. A contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

11. Access to Records. The contractor agrees to provide the School Board of Broward County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

a. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

b. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

c. In compliance with the Disaster Recovery Act of 2018, The School Board of Broward County, Florida and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

12. Changes. The cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of the applicable Federal grant or cooperative agreement, and reasonable for the completion of project scope.

13. Breach. A breach of any of the articles above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R.

14. Debarment and Suspension <Executive Orders 12549 and 12689). This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the School Board of Broward County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the School Board of Broward County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. Byrd Anti-Lobbying Amendment. Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

16. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

[End of FEMA REQUIREMENTS]

(Remainder of page intentionally left blank)

e-Builder. The Consultant shall use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Consultant and PC; pay applications/invoicing; requests for change orders; material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

a. Licenses shall be provided to Consultant to permit access and use of e- Builder for all projects awarded by Owner. Such licenses(s) shall be valid throughout the duration of the project(s).
b. Form Module. The e-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes All e-mailed communications.
c. Workflows. Any and all responses or required responses to an open Action Item or to an initiated Workflow process shall be input and managed through e-Builder Work Flow processes that will be executed through e-Builder include but are not limited to the procedures identified in the Professional Services Agreement - Continuing Contracts - Architectural.
d. Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi- weekly design meetings (while in design) weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, etc.) and other design and/or construction milestones and deadlines.
e. Meetings. Information to be submitted through e-Builder related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which must occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes template) and confirmation of actual meeting attendees.
f. Access to e-Builder and Licensing. Consultant shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employees(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder.

This information together with a request for licensing shall be sent to:
Atkins, Program Controls Support
(754) 321-01537, - ebuilderLicense@browardschools.com.

Upon receipt, review and acceptance of the request, access information and logins shall be provided to Consultant.

Training shall be coordinated, scheduled, and provided to those provided access and licenses by Atkins. Additional training may be provided based on availability.

[End of E-BUILDER REQUIREMENTS

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

THIS AGREEMENT, made this, 23rd day of January in the year 2024, by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA** (hereinafter called the "**Owner,**" "**SBBC**" and/or "**Board**"), and:

WISS, JANNEY, ELSTNER ASSOCIATES, INC.

Hereinafter, "**Consultant,**" for various projects. It is agreed that this Agreement is an "Open End" Agreement in that the Owner will from time to time during the term of this Agreement require services from the Consultant on various different projects with estimated construction costs that do not exceed the limit set forth in Section 287.055(2)(g), Florida Statutes as amended from time to time. Rather than enter into separate agreements each time that is required, the Owner and Consultant shall enter into this Agreement. The terms and conditions of this Agreement shall govern each of the individual projects that the Consultant is hired to provide services for. Attached as **Attachment 1** to this Agreement is a general "Scope of Work for Structural Engineering Services," which has been negotiated and agreed upon by all parties. The Owner will assign increments of Work to the Consultant via an Authorization to Proceed ("ATP"), Attachment 4, which will be completed for each project or service to which the Consultant is assigned. Each ATP, which includes forms for the Professional Services required, Project Schedule and Professional Fee, shall be completed by the Owner and Consultant evidencing the services, fees, time, etc. for that particular project and confirming that the terms and conditions of this Agreement apply. Each project assigned to the Consultant will be identified by the Owner's assigned project numbers. For each project, some or all of these Services will be part of the Scope of Work for that particular project. In addition, other services may be required.

The term of this Open-End Agreement commences on the date of this Agreement as set forth above. Unless extended pursuant to the terms of the Agreement, no new projects may be assigned under this Open-End Agreement upon expiration of the initial Three (3) year term of the Agreement. The total dollar amount for all fees to be paid to the Consultant for all projects pursuant to this Agreement may not exceed Two hundred Fifty Thousand ($250,000) Dollars during the initial three (3) year term of the Agreement. The Agreement may be extended by two (2) additional, one-year periods with a limit increase of One Hundred Thousand ($100,000) Dollars per year of extension. The Owner and Consultant agree as follows:

(Remainder of page intentionally left blank)

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS
ARTICLE 2 CONSULTANT SERVICES AND RESPONSIBILITIES
ARTICLE 3 SUB-CONSULTANTS
ARTICLE 4 THE OWNER'S RESPONSIBILITIES
ARTICLE 5 BASIS OF COMPENSATION
ARTICLE 6 PAYMENTS TO THE CONSULTANT
ARTICLE 7 INDEMNIFICATION CLAUSE
ARTICLE 8 INSURANCE
ARTICLE 9 GENERAL PROVISIONS
ARTICLE 10 INCORPORATION OF DOCUMENTS INTO AGREEMENT

ATTACHMENTS C:

Attachment 1: Scope of Work
Attachment 2: Consultant's Invoice Form, Design Professional Reimbursement Form (Individual project invoices required)
Attachment 3: Electronic Media Submittal Requirements
Attachment 4: Authorization to Proceed (ATP) Form (one per project)
Professional Services Required – page 1 of 3 (one per project)
Project Schedule – page 2 of 3 (one per project)
Professional Fee – page 3 of 3 (one per project)
Attachment 5: List of Project Team Members (one per project)
Attachment 6: Document 00455 – Background Screening
Attachment 7: IRS Form W-9
Attachment 8: Truth in Negotiations Certificate
Attachment 9: ACH Payment Agreement Form
Attachment 10: Conflict of Interest Form
Attachment 11: Staff Rate Breakdown for Design Professional Services
Attachment 12: FEMA Requirements
Attachment 13: E-Builder Requirements

(Remainder of page intentionally left blank)

ARTICLE 1 – DEFINITIONS

1.1 **The Office of Facilities & Construction ("Office" or "OFC"):** The Owner's organizational entity which acts as liaison between the Consultant and Owner and provides day to day management and other professional services on the Owner's behalf. Various members of the Office of Facilities and Construction, acting as representatives of the Owner, will meet with the Consultant at periodic intervals throughout the preparation of the Contract Documents to assess the progress of the Work in accordance with approved schedules. Office personnel will also examine documents submitted by the Consultant, including invoices, and will promptly render decisions and/or recommendations pertaining thereto to avoid unreasonable delay in the progress of the Consultant's work. The Project Manager shall be principally responsible for direct communication to the Consultant and the Contractor.

1.2 **The Chief Facilities & Construction Officer, Office of Facilities & Construction:** An employee of The School Board of Broward County, Florida, who has the authority and responsibility for oversight and management of all projects for the Owner. Referred to hereinafter as the Chief Facilities & Construction Officer or Chief Facilities Officer.

1.3 **Authorization to Proceed (ATP):** A document in the form of Attachment 4 to this Agreement, accompanied by a fully executed Purchase Order, issued by the Owner to the Consultant, authorizing the performance of specific professional services and commencement of a Phase as defined in Article 2.1 through Article 2.8, and stating the time for completion and the amount of fee authorized for such services.

1.4 **Basic Services:** Those services defined in Attachment 1.

1.5 **Other Basic Services:** Those services defined in Attachment 1.

1.6 **Supplemental Services:** Those services defined in Attachment 1.

1.7 **Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered and licensed professionals who has entered into a contract with the Owner to provide professional Structural Engineering services pursuant to the terms of this Agreement.

1.8 **Project Scope:** The activities necessary to respond to the Owner's requirements for the various projects, refer to Attachment 1.

1.9 **Project Budget:** The sum, established by the Owner, as available for the entire Project, including but not limited to the construction budget (Fixed Limit of Construction Cost ("FLCC")), land costs, costs of furniture, fixtures and equipment (FF&E), financing costs, compensation for all professional services, costs of Owner-furnished goods and services, contingency allowances and other similar established or estimated costs.

1.10 **Project Schedule:** The Owner's requirements for the progress of activities associated with the Project identified by milestones and required completion dates for Consultant services defined by this Agreement.

1.11 **The Contract Documents:** The Contract Documents as used herein refer to the Agreement

Form, Exhibits, Attachments, Educational Specifications, including any and all modifications thereto, issued before and after execution of the Contract and all Exhibits, attached thereto used by the Owner to establish a construction contract with the Contractor. These Contract Documents, and their requirements for the Consultant are incorporated by reference into this Agreement. Refer to Article 10 for the provisions of the RFQ incorporated into the Agreement.

1.12 **Contractor:** The individual, partnership, corporation, association, joint venture, or any combination thereof, who has entered into a contract with the Owner for construction of schools, administrative and support buildings, or various other types of facilities and incidents thereto.

1.13 **Program Manager:** AECOM The entity retained by the School Board of Broward County, Florida, to oversee the execution and delivery of the projects, and act as the Owner's Representative.

1.14 **Project Manager:** An employee of the District or Program Manager to manage the Project as a direct representative of the Owner.

1.15 **The Project:** The construction, alteration or repair, and all services and incidents thereto, comprising a facility as contemplated and budgeted by the Owner.

1.16 **Sub-Consultant:** A person or organization of properly registered and licensed professionals who have entered an agreement with the Consultant to provide professional Structural Engineering services for the Project.

1.17 **Superintendent of Schools:** The duly appointed executive officer of the Owner authorized to act by and through the Owner, referred to hereinafter as the **Superintendent**.

1.18 **Fixed Limit of Construction Cost (FLCC):** The total dollar value of all costs to construct each project.

1.19 **Building Code Inspector (BCI):** A licensed employee or designee of The School Board of Broward County, Florida, who provides plan review and construction inspection for code compliance, and report non-compliant work to the Project Manager and Project Consultant.

1.20 **Value Engineering:** Value Engineering (VE) is the creative, organized process of analysis of a project as to cost and/or performance with a focus on analysis of the proposed facility (and its systems, assemblies, or components) and the elimination or modification of those features which add cost without contributing to that facility's required function or design value.

1.21 **Constructability:** Constructability is the creative, organized process of reviewing a project's drawings, specifications, and other project documentation with a goal of eliminating design, detailing, and specification problems which might render the construction contract documents unbuildable or requiring extensive Addenda or Change Orders to make them buildable.

1.22 **The Project Team:** The Owner, Program Manager, and the Consultant who work jointly

during the design, construction, and warranty phases.

1.23 **Substantial Completion:** The term Substantial Completion as used herein, shall mean that point at which all work associated with the Project, or contractually defined phase or portion of the Project, has received a fully executed Certificate of Occupancy (OEF 110B Form) or Certificate of Completion, whichever is applicable.

1.24 **Chief Building Official, Inspections and Code Compliance (CBO):** The officer or other designated authority charged with the administration and enforcement of all applicable codes, or a duly authorized representative.

1.25 **Design Criteria:** Owner design requirements for all architectural and engineering disciplines.

1.26 **Negotiated Unit Prices:** unit prices for professional services to be utilized during various phases of each project under this Agreement. The Consultant's proposal shall serve as the basis for Negotiated Unit Prices. Refer to Articles 5 and 6 for terms of compensation and payment.

ARTICLE 2 – CONSULTANT SERVICES AND RESPONSIBILITIES

2.1 **Consulting Services:** The Consulting Services are those set forth in the Professional Services Required form attached as Attachment 1 hereto and incorporated by reference. It should be noted that the Consulting Services may be some or all of those services listed on Attachment "1" to this Agreement, or other services designated by Owner.

2.2 **Standard of Care and Representations:**

2.2.1 Standard of Care: The Owner's engagement of the Consultant is based upon the Consultant's representations to the Owner that: (A) it is an organization of experienced professionals, authorized and licensed to do business in Florida; (B) the person responsible for performance pursuant to this Agreement is currently a registered Professional Architect or Engineer in the State of Florida; (C) it is qualified, willing and able to perform services for the Project; and that (D) it has the past experience and ability to provide services which will meet the Owner's objectives and requirements.

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

2.2.3 Any defective or deficient work furnished by the Consultant shall be promptly corrected by the Consultant at no cost to Owner, without limitations to other remedies or rights of Owner. Owner's approval, acceptance, or use of or payment for all or any part of Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations

or Owner's rights hereunder. The Consultant shall utilize the same personnel over the course of the Work and shall, if requested by the Owner, replace personnel whom the Owner has found to be incompetent or to whom the Owner otherwise reasonably objects.

2.2.4 All services provided by the Consultant shall: (A) be in accordance with all applicable codes, including but not limited to, Florida State Board of Education Regulations, Chapter 6A-2.010 (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities)("SREF"), the Florida Building Code ("FBC"), the Florida Fire Protection Code, the Americans With Disabilities Act (ADA), in effect at the time of execution of this Agreement, and its referenced codes and standards; Crime Prevention Through Environmental Design (CPTED) (Broward Sheriff's Office), and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes); (B) be provided for the benefit of the Owner and not for the benefit of any other party; and (C) include all Consultant services normally required for a project of this type as listed in the Scope of Work (Attachment 1 to this Agreement).

2.2.5 **Approval of Documents**: Owner's approval of or comments on any of the documents submitted to Owner by Consultant shall not be deemed the approval of or by another governmental authority having jurisdiction over the project and Consultant acknowledges that the aforesaid authorities may require modifications of any of the documents submitted by Consultant. Subject to Article 2, such modifications shall be made at no cost to Owner.

ARTICLE 3 – SUB-CONSULTANTS

3.1 **Sub-Consultants' Relations:**

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

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

3.2 **Proposed Sub-Consultants:**

3.2.1 The Consultant proposes to utilize the Sub-Consultants identified in Attachment 5 (List of Project Team Members)

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

3.2.3 The Consultant shall, not later than ten (10) days after the date of this Agreement, submit a list of contact information for Sub-Consultants which includes contact names, firm addresses, telephone and fax numbers and email addresses. Any future changes to Sub-Consultants must also be submitted no later than ten (10) days after the date the change was made.

ARTICLE 4 – THE OWNER'S RESPONSIBILITIES

4.1 **Information, Documents and Services:** The Owner shall consult with the Consultant and provide such information regarding requirements for the Project as are reasonably necessary for Consultant to perform its services.

4.2 **Owner Furnished Items:** When documents, services, or other materials furnished by the Owner for the Consultant's use are deemed by the Consultant as inappropriate, inaccurate, or otherwise unreasonable, the Consultant shall notify the Owner of its opinion immediately upon discovery of same. Owner will notify Consultant upon delivery of any inaccurate data provided to the Consultant. Failure of the Consultant to notify the Owner shall result in the Consultant being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, delays or other compensation related to the use of those Owner furnished materials.

4.3 **Project Management:**
The Director of Preconstruction: The Director of Preconstruction or designee shall act on behalf of the Owner in all matters pertaining to this Agreement and shall approve all Authorizations to Proceed to the Consultant and all invoices for payment to the Consultant.

ARTICLE 5 – BASIS OF COMPENSATION

5.1 **Professional Basic Service Fees ("Fee"):**

5.1.1 The Owner agrees to pay the Consultant, and the Consultant agrees to accept for services rendered pursuant to this Agreement, based upon a Cost Plus with a Guaranteed Maximum based on a Multiple of Direct Personnel Expenses as set forth in Attachment 11 based on the fee schedule as set forth in Attachment 4 attached hereto and incorporated by reference. If Owner and Consultant cannot mutually agree to a Cost Plus with a Guaranteed Maximum based on Direct Personnel Expense, the Owner may secure services from an independent source or from the Owner's resources.

5.2 Supplemental Fee:

5.2.1 The Fee listed above is based on the scope of services for a project of this scope, size, and complexity.

5.2.2 If the Owner authorizes an increase or decrease in the scope, size or complexity of the Project, the Fee will be adjusted as mutually agreed upon, in writing, by Owner and Consultant.

5.2.3 The Consultant may be authorized to perform Supplemental Services. The fee for such services will be based upon a Cost Plus with a Guaranteed Maximum based on a Multiple of Direct Personnel Expenses. Where a mutually agreeable Cost Plus with a Guaranteed Maximum based on Direct Personnel Expense cannot be arrived at, the Owner may secure services from an independent source or from the Owner's resources. The Consultant shall provide any information and/or copies of project documentation necessary to facilitate the provision of said supplemental services by others.

5.3 Multiple of Direct Salary Expense:

5.3.1 Where this Agreement or Attachments 4 hereto indicates a fee computed on the basis of a Multiple of Direct Salary Expense, such fee shall be based on a negotiated multiple of the Direct Personnel Expense as set forth in Attachment 11.

5.3.2 Should overtime work be necessary for work compensated by this fee method, the Consultant's authorization and compensation for such work shall be approved by the Chief Facilities & Construction Officer or his designee, in writing, and stated in Attachment 4 or other documents executed by Owner and Consultant.

5.4 **Direct Personnel Expense:** Direct Personnel Expense is defined as the salary rate, as determined from salaries reported to the Director of Internal Revenue, of the personnel engaged directly on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

5.5 Reimbursable Fees:

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

5.5.2 Authorized travel outside the areas of Dade, Broward and Palm Beach Counties, lodging and meals in connection with the Project (subject to the limitations imposed by Chapter 112.061, Florida Statutes); long distance communications (except for long distance charges for calls placed to others living outside the Consultant's local calling area), and fees paid for securing approval of authorities having jurisdiction over the work, reproductions, postage and handling of Drawings, Specifications and other documents, and, if authorized

in advance by the Owner, expense of overtime work requiring higher than regular rates.

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

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

ARTICLE 6 – PAYMENTS TO THE CONSULTANT

6.1 Payment for Basic Services and Supplemental Services:

6.1.1 Payments for Basic and Supplemental Services may be requested monthly (on the Owner's standard invoice format) in proportion to services performed during each portion of the work or other basis as set forth in the Schedules attached hereto and conforming to the attached Consultant's proposal for Attachment 1 – "Scope of Work". Owner in its sole discretion shall determine if the payment requested is in accordance with the proportion of the work performed.

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

Unit prices and hourly rates shall be administered in accordance with Attachment "11" as attached hereto. Actual hours shall be rounded off to the nearest fifteen (15) minute intervals.

Charges shown on Attachment "11" are for time of engineering technicians' portal to portal, spent in sampling, conducting field or laboratory tests or inspections, and tests not otherwise charged on unit price basis. Overtime, at the Owner's request, is for work before 7:00 AM and after 5:00 PM, over eight (8) hours per regular day, forty (40) hours per week, Saturday, Sunday and Holidays.

In the event the testing technician, through no fault of the technician or of the Consultant, is unable to conduct a test within thirty (30) minutes after the time scheduled for the test or within thirty (30) minutes of the technician's arrival on-site ready to conduct the test, whichever is later, the appropriate hourly technician rate from Attachment "11" shall apply to any excess time spent by the technician beyond the normally expectable amount of time for conducting such a test plus thirty (30) minutes. These charges shall be verified and documented between the Consultant and the Owner at the time of occurrence. This charge shall apply to concrete, soils, and any other test which is based on the unit prices described in Attachment "11".

6.1.2 No payments shall be due to Consultant unless and until all materials, forms and documents required by Owner have been provided by Consultant and its Sub-Consultant to Owner or others who are to receive same. The Owner retains the right to withhold payment from the Consultant for non-performance of the Consultant during any phase or portion of the Project.

6.1.3 The Consultant shall submit invoices in the Owner's required invoice format (Attachment 2) as provided.

6.1.4 All submitted invoices shall have copies of referenced Scope of Work and the Authorization to Proceed (ATP) attached.

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

6.1.6 The Consultant shall submit a monthly S/M/WBE Monthly Subcontractor Utilization Report with the monthly request for payment, on forms provided by the Owner.

6.2 Payment for Reimbursables:

6.2.1 Payment for Reimbursables may be requested monthly (on the Owner's standard invoice format, Attachment 2) based on actual costs.

6.2.2 Payments are due and payable within thirty (30) days from receipt of the Consultant's invoice.

6.3 Project Suspension:

6.3.1 If the Project is suspended for the convenience of the Owner for more than three (3) months or terminated in whole or in part during any Phase, the Consultant shall be paid for services authorized by an Authorization to Proceed which were performed prior to such suspension or termination, together with the cost of Reimbursable Services and expenses then due.

ARTICLE 7 - INDEMNIFICATION CLAUSE

7.1 Indemnification:

7.1.1 To the fullest extent permitted by law, the Project Consultant shall indemnify, and hold harmless the owner, its members, officers, employees and agents (hereinafter collectively "Related Parties") from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of this contract.

7.1.2 In any and all claims against the Owner by any employee of the Consultant, or anyone for whose acts the Consultant may be liable, the obligations for Consultant to indemnify Owner under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant under workman's compensation acts, disability acts, or other employee benefit acts.

7.1.3 In the event that any claims are brought, or actions filed against the Owner with respect to the indemnity contained herein, the Consultant agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. The Consultant agrees that the Owner may select the attorneys to appear and defend such claims or actions on behalf of the Owner. The Consultant further agrees to pay, at the sole expense of the Consultant, the attorney's fees and costs incurred by those attorneys selected by the Owner to appear and defend such claims or actions on behalf of the Owner. However, if the claims or actions are covered by insurance and such coverage is acknowledged by the insurance company in writing to the Owner, then, in that case, the insurance company shall choose counsel, direct the defense and be the judge of the acceptability of any compromise or settlement of any such claims or actions against the Owner which are within the insurance policy limits and are paid by the insurance company solely. Otherwise, if the claims or actions are not covered by insurance, then, at its sole option the Owner shall have the sole authority for the direction of the defense and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions asserted against the Owner.

ARTICLE 8 – INSURANCE

8.1 General Insurance Requirements:

8.1.1 The Consultant shall not start work under this Agreement until the Consultant has obtained all insurance required hereunder and such insurance has been approved by the Owner.

8.1.2 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this Agreement shall have an "A" rating, or better, and a financial rating of no less than VI in the current A.M. Best Manual OR hold a Moody's Investors Service Financial Strength of "Aa3" or better.

8.1.3 All insurance policies required under this Agreement shall be endorsed to be primary of all other valid and collectable coverages maintained by the Owner. The Owner shall be named as an additional insured under the General Liability policy, including Products Liability, shall include the Owner's Project number and full Project title (including applicable facility name) on the Certificate.

8.1.4 The Consultant shall furnish certificates of insurance to the Owner for review and approval at the time of execution of this Agreement and shall maintain same at all times during the term of this Agreement.

8.1.5 The Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO), unless approved by Owner and shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the Consultant. No material change or cancellation of the insurance shall be effective without a 30-day prior written notice to and approval by the Owner. All Certificates shall list the Owner's project number and full project title (including applicable facility name).

8.2 Insurance Required:

8.2.1 **Automobile Liability Insurance:** The Consultant shall maintain Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in amounts not less than $1,000,000 per occurrence for bodily injury and property damage combined single limit and shall not be less than the standard ISO Business Auto Policy CA 00 01.

8.2.2 **Professional Liability (Errors and Omissions)**: The Consultant shall procure Professional Liability Insurance in the manner described herein. The deductible shall not be more than Fifty Thousand ($50,000) Dollars for each policy and must be indicated on the certificate of insurance. The limits of the Professional Liability Insurance Policy shall be as follows:

8.2.2.1 Not used.

8.2.2.2 Projects require a practice policy with a per claim/annual aggregate in accordance with the specifications delineated below relative to the cumulative construction value of all projects:

.1 One Million ($1,000,000) Dollars on a per claim/One Million ($1,000,000) Dollars annual aggregate basis for Consultants whose cumulative construction value for all Board contracts is less than Five Million ($5,000,000) Dollars.

.2 One Million ($1,000,000) Dollars on a per claim/Three Million ($3,000,000) Dollars annual aggregate basis for Consultants whose cumulative construction value for all Board contracts is between Five Million One ($5,000,001) Dollars to Ten Million ($10,000,000) Dollars.

.3 One Million ($1,000,000) Dollars on a per claim/Five Million ($5,000,000) Dollars annual aggregate basis for Consultants whose cumulative construction value for all Board contracts is greater than Ten Million One ($10,000,001) Dollars.

The Consultant shall be required to maintain the practice policy in accordance with the above specifications for a period commencing with execution of this contract and terminating three years after final completion of said projects. Should additional projects or change orders be added that increase the cumulative construction value to another tier shown above, the Consultant will be required to show proof of coverage at the higher limit / aggregate. In addition, the Consultant shall provide information regarding the total claims against said practice policy on an annual basis for the term of the contract upon and terminating three years after final completion of the project (Claims/Loss history should be forwarded to the Risk Management Department), as The School Board of Broward County, Florida, deems appropriate.

The Professional Liability insurance must provide for all sums which the Consultant shall be legally obligated to pay as damages for claims arising out of or relating to the negligent services performed by the Consultant or any person employed or acting on the Consultant's behalf (including, but not limited to, Sub-Consultants) in connection with this Agreement. If the Owner, at its sole discretion, agrees that such coverage is not commercially reasonably available, the Owner may, at its discretion, authorize the Consultant to alter the coverage by substituting a lower aggregate or changing any other terms and conditions of the coverage (including but not limited to deductible amounts) based upon the scope of the project.

8.2.3 **Worker's Compensation Insurance:** The Consultant shall maintain Worker's Compensation Insurance in compliance with Chapter 440 of the Florida Statutes. The firm shall maintain Workers' Compensation Insurance for all of its employees connected with the provided services as described in this Agreement in accordance with Florida Statutory limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand ($500,000) Dollars per occurrence.

8.2.4 **General Liability Insurance:** The Consultant shall maintain General Liability Insurance, including Contractual Liability to cover the "Hold Harmless Agreement" set forth herein, with bodily injury limits of not less than One Million ($1,000,000) Dollars per occurrence combined single limit for bodily injury and property damage and not less than the Two Million ($2,000,000) General Aggregate such coverage shall apply separately to each project. The School Board of Broward County, Florida, its members, officers, employees, and agents shall be named as an additional insured under the General Liability policy.

ARTICLE 9 – GENERAL PROVISIONS

9.1 **Performance:**

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

9.1.2 **Task Orders:** The Owner will assign increments of Work to the Consultant via an Authorization to Proceed ("ATP") (Attachment 4) which will be completed for each project or service to which the Consultant is assigned. Each ATP, which includes forms for the Professional Services required, Project Schedule and Professional Fee, shall be completed by the Owner and Consultant evidencing the services, fees, time, etc. for that particular project and confirming that the terms and conditions of this Agreement apply. Each project assigned to the Consultant will be identified by the Owner's assigned project numbers.

9.1.3 **Time for Performance:** The Consultant agrees to start all work hereunder upon receipt of an Authorization to Proceed issued by the Chief Facilities and Construction Officer or his designee and to complete all work within the time stipulated in the Authorization to Proceed (Attachment 4 to this Agreement ("ATP")). The Consultant acknowledges that failure to perform timely may cause the Owner to sustain loss and damages and will be responsible for same. The Consultant agrees that Owner is entitled to recover no less than One Hundred Dollars ($100) per consecutive calendar day of unexcused delay caused by the Consultant's failure to comply with the times set forth in the fully executed ATP. Owner shall have the right to deduct such amounts from payments due and owing to the Consultant.

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

a result of or relating to delays on the Project. Time is of the essence with regard to the performance of this contract.

9.1.5 **Excess Funds:** Any party receiving funds paid by the School Board of Broward County, Florida under this Agreement agrees to promptly notify the School Board of Broward County, Florida of any funds erroneously received from the School Board of Broward County, Florida of upon the discovery of such erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, as amended, applicable at the time the erroneous payment or overpayment was made by the School Board of Broward County, Florida. The erroneous payment and/or overpayment will be promptly transmitted and returned to the School Board of Broward County, Florida with the maximum applicable interest permitted by Florida law.

9.2 **Termination of Agreement:**

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

9.2.2 The Consultant may only terminate this Agreement for a material breach of the Agreement by Owner, and only after Consultant has given the Owner ten (10) days written notice and opportunity to cure such breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, the Consultant is obligated to continue performance in accordance with the terms of this Agreement, unless instructed by the Owner to suspend or delay performance.

9.2.3 Owner may terminate this Agreement for cause, which shall include, but not be limited to, failure of Consultant to comply with any of its material obligations under this Agreement; a decrease in the projected, available Capital Outlay funds which renders continuation of the design or construction of the Project impossible or impractical; or conditions which arise that constitute Force Majeure under Article 9.2.6 of this Agreement. In such event, Consultant shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Consultant's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating this Agreement for cause, then it shall be deemed to be a termination for convenience pursuant to Article 9.2.1 above, and the Consultant's sole compensation shall be compensation in accordance with that paragraph. Whether or not this Agreement is so terminated, the Consultant shall be liable to Owner for any damage or loss resulting from such failure or violation by Consultant. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

9.2.4 **Annulment:** The Consultant warrants that no one has been employed or retained other than an employee working solely for the Consultant, to solicit or secure this Agreement; and that the Consultant has not paid, nor agreed to pay, any company or other person any fee, commission, gift, or other consideration contingent upon the making of this Agreement. For

breach or violation of this warranty, the Owner has the right to annul this Agreement without liability.

9.2.5 **Fixed Fees Exceeding $50,000:** For all Fixed Fees or other "lump-sum" fees for professional service Agreements over Fifty Thousand ($50,000) Dollars the Consultant shall execute a truth-in-negotiations certificate as in accordance with 287.055 and all required language set forth therein. Requirements of Florida Statute 287.055 (2004), as amended, are incorporated herein by reference.

9.2.6 **Force Majeure:** The Owner's or Consultant's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

9.2.7 **Termination of Scrutinized Companies or False Certification**: SBBC reserves the right to terminate this Agreement in accordance with Section 287.135(5), Florida Statues, if the other party is placed on the List of Scrutinized Companies that Boycott Israel or is engaged in a boycott of Israel; is on the List of Scrutinized Companies with Activities in Sudan; is on the List of Scrutinized Companies with Activities in the Iran Petroleum Energy Sector;

or has engaged in business operations in Cuba or Syria. SBBC also reserves the right to terminate this Agreement pursuant to Section 287.135(5), Florida Statues, if the other party is found to have submitted a false certification.

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

9.3.1 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Owner to Consultant pursuant to this Agreement. All costs which the consultant is unable to provide support or documentation to substantiate that it was incurred as represented by the original estimated breakdown of costs or found to be not in compliance with the provisions of this contract, shall be reimbursed to the Owner.

9.3.2 Owner's agent or its authorized representative shall have access to the Consultant's

facilities, shall have access to all necessary records, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

9.3.3 Consultant shall require all Sub-Consultants to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Consultant pursuant to this Agreement.

9.3.4 If an audit inspection or examination in accordance with this article discloses overcharges (of any nature) by the Consultant to the Owner in excess of $25,000, the actual cost of the Owner's audit shall be paid by the Consultant.

9.3.5 **Public Records:** The following provisions are required by Section 119.0701, Florida Statues, and may not be amended. Consultant shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Consultant shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Consultant does not transfer the public records to SBBC. Upon completion of the Agreement, Consultant shall transfer, at no cost, to SBBC all public records in possession of Consultant or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Consultant transfer all public records to SBBC upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(Continued on following page)

Custodian of Public Records
Requel Bell
600 SE 3 Avenue
Fort Lauderdale, FL 33312
754-321-1925
Requel.bell@browardschools.com

9.4 **Ownership of documents:**

9.4.1 The documents developed under this Agreement shall become and be the sole property of the Owner whether the Project for which they were developed is executed or not. The Consultant may maintain copies thereof for its records and for its future professional endeavors, although the Owner shall bear no liability or any responsibility whatsoever for such use of said documents by the Consultant.

9.4.2 In the event of the Consultant's termination under other provisions of this Agreement, the Owner shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

9.4.3 In the event Owner requests any such documents or materials referred to in this Article and Consultant fails to provide same as requested by Owner, then Consultant acknowledges that Owner will be irreparably harmed and subject to an injunction to provide same.

9.4.4 The Owner will not modify or distribute the documents, including electronic media versions, to third parties except for those purposes listed above without the expressed permission and consent of the Consultant. The Owner will delete any title blocks or other marks identifying the originating Consultant from any materials so distributed. The Owner will indemnify the Consultant against any claims that result from the modification of data and disks by the Owner.

9.5 **Electronic Media:** Where this Agreement or referenced provisions in the Contract require the Consultant to provide information or documents in either electronic or magnetic media, the preparation and format of that media shall conform to the Owner's "Electronic Media Submittal Requirements" which are incorporated as Attachment 3 to this Agreement for Open End Services.

9.6 **Attachments and References:**

9.6.1 **The following named attachments are made an integral part of this Agreement:**
Sample Professional Services Agreement (With Attachments).
Attachment 1: Scope of Work
Attachment 2: Consultant's Invoice Form, Design Professionals Reimbursable Form
Attachment 3: Electronic Media Submittal Requirements
Attachment 4: Authorization to Proceed (ATP) Form (one per project)
Professional Services Required page 1 of 3 (one per project)

Project Schedule-page 2 of 3 (one per project)
Professional fee- page 3 of 3 (one per project)
Attachment 5: List of Project Team Members (one per project)
Attachment 6: Document 00455 – Background Screening
Attachment 7: IRS Form W-9
Attachment 8: Truth In Negotiations Certificate
Attachment 9: ACH Payment Agreement Form
Attachment10 Conflict of Interest Form
Attachment11: Staff Rate Breakdown
Attachment12: FEMA Requirements
Attachment13: E -Builder Requirements

Online Documents: The following documents shall be downloaded by the Consultant and are considered as Attachments to this Contract:

Design Standards

http://www.broward.k12.fl.us/facilities_construction/DSS/DS_Docs/DesignStandards.htm

- Design Criteria
- Design and Material Standards - Division 1 thru Division 17
- Document Submittal Checklist for Plan Review

http://www.broward.k12.fl.us/constructioncontracts/D0docs.html

- Specifications – Division 0

State Requirements for Educational Facilities (SREF) latest edition

http://www.fldoe.org/edfacil/sref.asp

- F.I.S.H. layering system for AutoCAD: Note: the laying system is not posted online. It will need to be requested thru:

  Facility Planning and Real Estate
  600 SE 3rd Avenue
  Fort Lauderdale, FL 33312
  754-321-1932

9.7 Extent of Agreement:

9.7.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, written or oral.

9.7.2 This Agreement may not be amended, changed, modified, or otherwise altered after the execution hereof, except by resolution of Owner and an Agreement executed by Owner and

Consultant.

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

9.7.4 This Agreement shall be governed by the laws of the State of Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

9.8 **Strict Performance:** The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

9.9 **Prompt and Satisfactory Correction:** The Owner, at its sole discretion, may direct the Consultant, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation or ordinance.

9.10 **Successors and Assigns:**

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

9.10.2 The Consultant and the Owner each binds one another, their partners, successors, legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

9.11 **Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion:**

9.11.1 **Lower Tier Covered Transactions:** Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in ß 85.200, Debarment or Suspension, ß 85.201, Treatment of Title IV HEA participation, and ß85.215, Exception provision, debarment, or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a primary covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the following certification for it and its principals in any

proposal submitted in connection with such lower tier covered transactions.

9.11.2 Certification and Disclosure

1. The lower tier participant (Consultant) certifies, by entering this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the lower tier participant (Consultant) is unable to certify to any of the statements in this certification, such participant shall provide an explanation to the Owner.
3. The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the Owner shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the fees due and owing to the Consultant, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. (Ch. 287.055, F.S.)

9.12 Non-Discrimination, EEO, and ADAAA

9.12.1 **Non-Discrimination** – The School Board of Broward County, Florida prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.

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

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

9.13 **Captions** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

9.14 **Authority Provision:** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all.

9.15 **Notice Provision** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for giving notice.

To SBBC:

Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to:

Office of the Chief Facilities Officer
600 SE 3 Avenue
Fort Lauderdale, FL 33312
Attn: Deborah G. Czubkowski
Chief Facilities Officer

With a Copy to:

Office of Procurement & Warehousing Services
7720 W Oakland Park Boulevard, Suite 323
Sunrise, FL 33351
Attn: Mary Coker
Director of Procurement & Warehousing Services

With a Copy to:

Office of Facilities and Construction
2301 NW 26th St
Fort Lauderdale, FL 33311
Attn: Sonja Coley
Director, Pre-Construction

And

AECOM, Inc., Owners Representative
2301 NW 26th St
Fort Lauderdale, FL 33311
Attn: Kathleen Langan
Program Director

To Consultant:

WISS, JANNEY, ELSTNER ASSOCIATES, INC.
110 East Broward Boulevard, Suite 1860
Fort Lauderdale, Florida 33301
Attn: Brian Calderone, P.E.
Associate Principal and Unit Manager

9.16 **Excess Funds.** Any party receiving funds paid by The School Board of Broward County, Florida (SBBC) under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

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

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

ARTICLE 10 INCORPORATION OF RFQ INTO AGREEMENT

10.1 In addition to those Attachments and References identified and made part of this Agreement in Article 9.6.1, the provisions of **RFQ No. FY24-041 – Structural Engineering Services** (the "RFQ") are hereby incorporated into this Agreement. In the event of conflict between the provisions contained in this Agreement and the RFQ, the more stringent provision shall prevail. If this Agreement is silent on an issue that is contained with the RFQ, the provisions of the RFQ shall be followed.

(Remainder of page intentionally left blank)

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

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Lori Alhadeff, Chair

ATTEST:

_____
Dr. Peter B. Licata,
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

(Remainder of page intentionally left blank)

FOR PROJECT CONSULTANT

(Corporate Seal)

WISS, JANNEY, ELSTNER ASSOCIATES, INC.

ATTEST:

Witness

, Secretary

-or-

Witness

Witness

By

Brian Calderone, Associate Principal & Unit Manager

STATE OF Florida)
)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 12 day of December, 2023, by **BRIAN CALDERONE** of **WISS, JANNEY, ELSTNER ASSOCIATES, INC.** on behalf of the corporation or agency.

He/she is personally known to me or produced as Identification and did/did not first take an oath.

My commission expires:

Signature, Notary Public

Marion Katherine Walker

Printed Name of Notary

GG 950215

Notary's Commission No.

(SEAL)

Notary Public State of Florida
Marion Katherine Walker
My Commission GG 950215
Expires 01/22/2024

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME this 12 day of December, 2023, appeared Brian Calderone

_____ personally known to me to be the persons described in and who executed

the foregoing contract and acknowledge that he executed the same as his free act and deed for the purposes therein

expressed.

WITNESS my hand and official seal in the County and State last official this 12 day of

December, 2023.

Notary Public State of Florida

My Commission Expires: 1/22/24

Notary Public State of Florida
Marion Katherine Walker
My Commission GG 950215
Expires 01/22/2024

PROJECT SCOPE

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

Professionals Invoice Format

The School Board of Broward County, Florida requires submittal of the Design Professional's invoice on the district's standard invoice forms attached to a transmittal form or letter on the Design Professional's company letterhead. Include the information and attachments described below:

1. Letterhead Containing Firm Information
   A. Firm Name
   B. Address
   C. Telephone and FAX Numbers
   D. Consultant's Invoice Reference Number

2. Address Transmittal/Letter to:

   Office of Facilities and Construction
   The School Board of Broward County, Florida 3775
   SW 16th Street
   Fort Lauderdale, FL 33312
   Attention: Name of Project Manager

3. Ensure that Transmittal/Letter references the following information:
   A. Date of submittal.
   B. The Invoice Number for ATP Number (example: Invoice No. 01 for ATP No. 01).
   C. The School Board of Broward County's Purchase Order No.: (Which will be provided by the Facilities Project Manager at the beginning of the project.)
   D. Name of Facility (and Facility Number).
   E. Name of Project
   F. School Board Project Number

4. Ensure attachment of the following documents to the Transmittal/Letter:
   A. Design Professional's Invoice Form
   B. Design Professional's Reimbursable Invoice Form
   C. Copy of signature page (page 3 of 3) of the Design Professional's Authorization to Proceed.

The School Board of Broward County, Florida
Florida Facilities and Construction Management Department
3775 SW 16th Street Fort Lauderdale, FL 33312 (754) 321-1500

Design Professional (Name)

Date:

Project No:
Project Title:
Design Professional's Remit to address:

Facility Name:

Invoice No:
SBBC PO No.
ATP No.
Invoice From:
Project Manager

Original Basic Fee	$
Current basic fee	$

INVOICE TOTALS:

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

BASIC FEE TOTALS:

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

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

The School Board of Broward County, Florida
Florida Facilities and Construction Management Department
3775 SW 16th Street Fort Lauderdale, FL 33312 (754) 321-1500

Design Professional's Reimbursable Invoice

Project No:
Project Title:
Design Professional's:
Remit to address:

Facility Name: Invoice No:
SBBC PO No.
ATP No.
Invoice From:
Project Manager:

Item No.	Date	Reimbursable Item	Amount
		Invoice Total	$

Receipts for each Item must be attached.

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

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

Electronic Media Requirements

All Work product for all projects, requires hard copies, electronic copies (PDF) and electronic original copies. The electronic media requirements are as listed below.

ELECTRONIC MEDIA

1.0 General Information

1.1 The School Board of Broward County, Florida contracts with one or more Internet bid advertising and distribution services. The Design Professional shall post the complete bid package to these services upon written notification by the Owner. The posted documents shall be read only documents and the file format shall be PDF.

2.0.1 Software Requirements

2.0.2 Word Processing
2.0.3 Provide word processing files in Microsoft Word for Windows compatible file formats including all information necessary for remote printing.

2.0.4 Spreadsheets
2.0.5 Provide spreadsheet files in Microsoft Excel for windows compatible file formats including all information necessary for remote printing.

2.0.6 Computer aided Design and Drafting
2.0.7 Provide all CADD files as AutoCAD 2010 files, Window's version.

3.0 CAD Standards

3.1 Standard plotted drawing size: 24-inch x 36 inch or 30 inch x 42 inch sheets.
3.1.1 All sheets within a set shall be the same size unless pre-approved otherwise. (for example, survey sheets)

3.2 Design Professional shall provide to the Owner the standard file naming Protocol they will be utilizing.

3.3 CAD File Layering
3.3.1 Conform to the most up to date guidelines defined by the American Institute of Architects (AIA) standard document, "CAD Layer Guidelines."

3.3.2 Provide the required Layering for the Florida Inventory of Schoolhouses (F.I.S.H.) documents.

3.3.1.1 The F.I.S.H. layering scheme is not available on-line. It can be requested through:

Facility Planning and Real Estate
600 SE 3rd Avenue, Fort Lauderdale, FL 33312 754-321-1932

3.3.3 Provide a separate list of all layers which do not conform to the standard AIA CAD Layer Guidelines or the FISH layering scheme.

3.4 No custom hatch patterns shall be utilized.

3.5 All symbols and blocks to have descriptive names.

4.0 Electronic Media Delivery Requirements
4.1 Transmittals shall include the following:

4.0.1 The Project Number, Project Title, and date
4.0.2 The Facility Name
4.0.3 The submittal type.
4.0.4 The format and version of the software.
4.0.5 An attached Listing of file names with the latest document publish dates.

4.1 All electronic media shall contain an attached label which shall identify 4.1.1, 4.1.2, and 4.1.3.

4.1.1 Document clean-up
4.1.2 Before a CADD file is placed on the delivery electronic digital media, the following procedures shall be performed:

4.1.2.1 Purge all files and remove all extraneous graphics outside the border area.

4.1.2.2 Make sure all reference files are attached without device path.

4.1.2.3 All required project files both graphic and nongraphic, shall include color tables, pen tables, font libraries, block libraries, user command files, plot files, etc. All project related blocks must be provided to the Owner as a part of the electronic digital deliverables.

4.1.2.4 Make sure that all support files such as those listed above are in the same directory and that references to those files do not include device Path.

4.2 The following Plot File Development and Project Documentation Information shall be submitted as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.

4.2.1 Documentation of the plot files for each drawing which will be needed to be able to allow identical plotting by the Owner at a later date. This documentation shall include the plotter configuration (e.g., name and model of plotter), pen settings, drawing orientation, drawing

size, and any other special instructions.

4.2.2 Instructions concerning how to generate plotted, drawings from the provided plot files.

4.2.3 Provide all symbols and blocks used in the project in a separate file.

4.3 List of all database/spreadsheet files associated with each drawing, as well as a description and documentation of the database format.

5.0 Ownership: Refer to Agreement for specific Owner and Design Professional's rights.

6.0 Documents for the Construction Contractor:

6.1 The Owner and the Design Professional shall make various electronic information available to the Contractor during the Construction phase of the Project.

7.0 Where electronic media submittals of final site surveys are required: Provide electronic copies of any existing site survey data already on electronic media.

8.0 At the Contractors option, the Design Professional will provide the Contractor one set of AutoCAD (.dwg) electronic file format contract drawings, to be used for as built drawings at the Contractor's option. Note that the Architect's name and information to be removed.

(Remainder of page intentionally left blank)

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, Florida 33311

PSA Attachment

Consultant's Authorization To Proceed

Project No.:		Date:	
Location No.:			
Project Title:		SBBC P.O. No.:	
		Line No.:	
Facility Name:		Project Manager:	
Project Consultant:		Dir. Capital Planning & Programming	

Under the provisions of your contract for professional services, you are hereby authorized to proceed with the followi services for the project referenced above.

☐ Schematic Design ☐ Design Development ☐ Construction Documents
☐ Bidding ☐ Construction Contract Administration ☐ Warranty
☐ Other Services: Attached:

This Authorization to Proceed is subject to the following attachments:

Attachments:
☐ Professional Services Required
☐ Project Schedule
☐ Professional Fees
☐ Previous ATP's

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

Original FLCC	Current Cost Estimate	Revised FLCC by ATP

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

Item	Discipline	Description

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, Florida 33311

PSA Attachment

Consultant's Authorization To Proceed (Continued)

Project Schedule

Project No. & Location No.: _____ Project Title: _____

Facility Name: _____
Project Consultant: _____

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

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

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, Florida 33311

PSA Attachment 4

Consultant's Authorization To Proceed (Continued)

Professional Fees

Project No. & Location No.: _____ Project Title: _____

Facility Name: _____
Project Consultant: _____

Phase	Original Basic Fee	Fee Authorized by ATP		Fee Previously Paid		Fee Balance	
I (SD) (5%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
II (DD) (10%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
III (CD) (35%/60%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
IV (BID) (65%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
V (CA) (98%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
VI (Warr) (100%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 1)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 2)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 3)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 4)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Total:	$ 0.00	$ 0.00		$ 0.00		$ 0.00	

Payment for these services shall be made In accordance with the provisions of the Professional Services Agreement.

Approved By Consultant				Approved By SBBC			
Name:				Name: Shelley N. Meloni			
Title:				Title: Director, Pre-Construction			
Signature:	_____	Date:	_____	Signature:	_____	Date	_____
Recommended By SBBC							
Name:							
Title: Project Manager, Owner's Representative							
Signature:	_____	Date:	_____	Signature:	_____	Date	_____

This document is part of the Professional Services Agreement between The School Board of Broward County, Florida (Owner) and tl Design Professional and is incorporated by reference into the terms and conditions of that agreement.

Design and Professional Consulting Staff

Prime Firm:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351 **(754) 321-0505**

Document 00455: Background Screening of Contractual Personnel

Project No: RFQ-FY24-041 Design Professional Services
Location No:
Project Title: Structural Engineering Services
Facility Name:

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

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

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

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

STATE OF Florida

COUNTY OF Broward

Before me, the undersigned authority, personally appeared

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

1. Contractor Name: Wiss, Janney, Elstner Associates, Inc.

   Address: 110 E. Broward Blvd. Suite 1860
   Fort Lauderdale, FL 33301

2. My relationship to the Contractor named in (1) above is: Unit Manager
   (List relationship such as sole proprietor, partner, president, vice president, etc.)

3. Federal Employer Identification Number (FEIN) (or if entity has no FEIN, the social security number of the person signing this sworn statement) F36-2757956

TO BE COMPLETED AT THE TIME OF SUBMISSION OF POST-AWARD DOCUMENTS INDICATED IN DOCUMENT 00200. COMPLIANCE WITH SECTION 1012.465, FLORIDA STATUTES IS REQUIRED PRIOR TO ISSUANCE OF DOCUMENT 00550, NOTICE TO PROCEED.

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

BY: _____ **DATE:** 12/12/2023

NAME (Printed) Brian Calderone **TITLE:** Wiss, Janney, Elstner Associates, Inc.

Notarization

State of: Florida)
County of: Broward)

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

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

Notary Public: _____ Affix Seal

Notary Public State of Florida
Marion Katherine Walker
My Commission GG 950215
Expires 01/22/2024

Commission Expires on: 1/22/24

School Board of Broward County – Contractors & Vendors

Those who need to request entry badges to the Broward School Board Facilities need to go to http://www.broward.k12.fl.us/police/secclear.html and follow the instructions for Fieldprint registration and scheduling process.

Before processing your documentation, you need to have a signed contract or Purchase Order and a Vendor number; to obtain a Vendor number please call (754) 321-2374.

All vendors and contractors must provide the necessary information as soon as possible to Fieldprint. These documents can be found by selecting "Click Here for Forms and Other Necessary Information" hyperlink.

If you have any questions, please call Security Clearance Department at 754-321-2374.

(Remainder of page intentionally left blank)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Wiss, Janney, Elstner Associates, Inc.

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

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

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

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

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

Requester's name and address (optional)

6 City, state, and ZIP code
Northbrook, IL 60062

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
3 6 - 2 7 5 7 9 5 6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person ▶** [signature] **Date ▶** 1/6/2023

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

WJE

The School Board of Broward County, Florida

Professional Services Agreement

ATTACHMENT 8

Truth in Negotiations Certification

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

The consultant must complete this attachment prior to contract processing:

PROJECT NAME: RFQ-FY24-041 Design Professional Services

AMOUNT OF CONTRACT: $ 200,000.00 Initial Contract

CERTIFICATE OF TRUTH IN NEGOTIATION

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

PROJECT NAME (S)

Are accurate, complete and current as of

12, December 2023

FIRM: Wiss, Janney, Elstner Associates, Inc.

ASSOCIATE PRINCIPAL & UNIT MANAGER: Brian Calderone

By: _____

Reference: Florida Statutes 287.055

CORPORATE AUTHORIZATION TO SIGN CONTRACTS

I, Stephen Safranek, Corporate Secretary of Wiss, Janney, Elstner Associates, Inc. (the "Company"), a corporation organized under the laws of the State of Illinois, hereby certify that the following is a full and true copy of a section of the current bylaws of the Company:

SECTION 1. Contracts. The President and other officers as authorized by the President or the Board may enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances. The President shall have the authority to conduct the business of the corporation except as limited by the board of directors.

AND I DO FURTHER CERTIFY that Brian Calderone, has been authorized by the President to sign contracts and otherwise manage contracts with Clients on behalf of the Company.

AND I DO FURTHER CERTIFY that the above Bylaw section and authorization has not been in any way altered, amended or repealed and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of September, 2019.

Corporate Seal Here

WISS, JANNEY, ELSTNER ASSOCIATES, INC.
CORPORATE SEAL
ILLINOIS
1973

Stephen Safranek
Corporate Secretary

Subscribed and sworn to before me this 9th day of September, 20 19.

Notary Public

HELEN M LEVY
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
April 04, 2021

The School Board of Broward County, Florida

ACH Payment Agreement Form

VENDOR NAME: _____

Authorization Agreement

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

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

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

Account Information

Name of Bank or Financial Institution: _____

Branch/ State: _____

Routing No: _____

Account No: _____ Checking ☐ Savings ☐

VENDOR AREA:

Remittance Confirmation:
(please select one) _____ Fax ☐ Email ☐

Federal Identification No.
Vendor _____ TAX ID# ☐ SS# ☐

Update Purchase Order Fax & Email Address

Centralized Fax Number _____ **Dept.** _____

Centralized Email _____ **Dept.** _____

Centralized Phone No. _____ **Dept.** _____

Signature

Authorized Signature
(Primary) and Business title: _____ **Date:** _____

Authorized Signature
(Joint) and Business title: _____ **Date:** _____

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

This form must be returned to: SBBC – Purchasing – Data Strategy Group
7720 W. Oakland Park Blvd, Sunrise FL 33351 call: 754-321-0516 or fax # 754-321-0533

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered ___ Initials: _

The School Board of Broward County, Florida

RFQ # and NAME RFQ # FY24-041 - Continuing Contracts for Structural Engineering Services

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

In accordance with the RFQ, each Proposer must disclose, in its RFQ, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee

Check one of the following and sign:

☑ I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

Brian Calderone
Signature

Wiss, Janney, Elstner Associates, inc.
Company Name

Brian M. Calderone
Name of Official

110 E Broward Blvd, Unit 1860, [redacted]
Business Address

Ft. Lauderdale, FL 33301
City, State, Zip Code

Staff Rate Breakdown

TSSC
7720 W Oakland Park Blvd.
Sunrise, Florida 33351

PSA Attachment 11

(754) 321-0510

RFQ Number/Name	**FY24-041 - Continuing Contracts for Structural Engineering Services**
Proposer's Company Name	**Wiss, Janney, Elstner Associates, Inc.**
Dated Submitted	**Wednesday, November 15, 2023**

Staff Rate Breakdown For Professional Services

Staff Classification effective: 11/1/2023-12/31/2026	Maximum Raw Hourly Rate ($)	Multiplier	Total
Principal	$85.98	2.9	$249.36
Project Manager	$71.78	2.9	$208.16
Senior Engineer	$61.04	2.9	$177.01
Engineer	$53.31	2.9	$154.59
Specialist	$42.68	2.9	$123.78
Cad Technician	$32.39	2.9	$93.94
Admin Suport	$32.39	2.9	$93.94
Supplemental Services Multiplier	1.10		

Note: These rates will be set for the first three (3) years. Rate adjustments may be considered for additional year extensions (if applicable). Rate adjustments will be approved by the Office of Facilities & Construction's Director (Pre-Construction) with copy to the Purchasing Agent (Construction).

FEMA_REQUIREMENTS **PSA Attachment 12**

1. **Added Terms and Conditions.** The Awardee ("Consultant") shall incorporate the following FEMA terms and conditions into all construction and bid documents for projects subject to receipt of any grant, contract, loan, insurance, or guarantee involving federally assisted construction. Consultant shall itself comply with all terms and conditions which apply to the professional design services provided for such projects.

2. **Compliance with Federal Law. Re2ulations and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

a. **Davis-Bacon Act,** as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excel of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

b. The contracts must also include a provision for compliance with the **Copeland "Anti- Kickback" Act** (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal Entity must report all suspected or reported violations to the Federal awarding agency.

1. Contractor. The contractor shall comply with 18 U.S.C. 874, 40 U.S.C. 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

11. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate.

instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

c. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Consultant will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

11. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by this section.

111. Withholding for unpaid wages and liquidated damages. The School Board of Broward County, Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

1v. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in Articles I. i.e. through (4) of this section and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

d. **Clean Air Act.** The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et. Seq.

The contractor agrees to report each violation to the School Board of Broward County and understands and agrees that the School Board of Broward County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

e. **Federal Water Pollution Control Act.** The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The contractor agrees to report each violation to the School Board of Broward County and understands and agrees that the School Board of Broward County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

3. **Recovered/Recycled Materials.** In the performance of this contract, the contractor shall make maximum use of products containing recovered/recycled materials that are EPA- designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance; meeting contract performance requirements; or at a reasonable price. If such materials are not available, then materials used for the manufacture or construction of any supplies, materials or equipment covered by this project shall be new unless otherwise specified. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. If recovered/recycled materials are not available, the items bid must be new, the latest model, of the best quality and highest-grade workmanship as needed for the particular procurement.

If a proposed recovered/recycled material has been determined to be unsafe for children in the schools, then only new material shall be used.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website,

https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

4. **Equal Employment Opportunity.** Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The following shall be incorporated into the Agreement for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(I) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a

part of such employee's essential job functions discloses the compensation of such other employees or applicants to individual who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontractor purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(Remainder of page intentionally left blank)

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subconsultants with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

5. **Contract Work Hours and Safety Standards.** Consultant and contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

6. **Policies, Local, State and Federal Laws.** Consultant and contractor agree to comply with all School Board Policies, local, state and federal laws, including, but not limited to, the federal Clean Air Act and Clean Water Act.

7. **Energy Efficiency.** Consultant and contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8. **Rights to Inventions Made Under A Contract Or Agreement.** Any invention developed during the performance of work under a federal award or grant shall provide for a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

9. **Certification.** Contractors applying or bidding for an award of $100,000 or more must file the required certification: Each tier ce1tifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. **DHS Imagery.** A contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

11. **Access to Records.** The contractor agrees to provide the School Board of Broward County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

a. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

b. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

c. In compliance with the Disaster Recovery Act of 2018, The School Board of Broward County, Florida and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

12. **Changes.** The cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of the applicable Federal grant or cooperative agreement, and reasonable for the completion of project scope.

13. **Breach.** A breach of any of the articles above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R.

14. **Debarment and Suspension <Executive Orders 12549 and 12689).** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the School Board of Broward County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the School Board of Broward County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. **Byrd Anti-Lobbying Amendment.** Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

16. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

[End of FEMA REQUIREMENTS]

(Remainder of page intentionally left blank)

e-Builder. The Consultant shall use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Consultant and PC; pay applications/invoicing; requests for change orders; material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

a. Licenses shall be provided to Consultant to permit access and use of e- Builder for all projects awarded by Owner. Such licenses(s) shall be valid throughout the duration of the project(s).
b. Form Module. The e-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes All e-mailed communications.
c. Workflows. Any and all responses or required responses to an open Action Item or to an initiated Workflow process shall be input and managed through e-Builder Work Flow processes that will be executed through e-Builder include but are not limited to the procedures identified in the Professional Services Agreement - Continuing Contracts - Architectural.
d. Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi- weekly design meetings (while in design) weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, etc.) and other design and/or construction milestones and deadlines.
e. Meetings. Information to be submitted through e-Builder related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which must occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes template) and confirmation of actual meeting attendees.
f. Access to e-Builder and Licensing. Consultant shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employees(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder.

   This information together with a request for licensing shall be sent to:
   Atkins, Program Controls Support
   (754) 321-01537, - ebuilderLicense@browardschools.com.

   Upon receipt, review and acceptance of the request, access information and logins shall be provided to Consultant.

   Training shall be coordinated, scheduled, and provided to those provided access and licenses by Atkins. Additional training may be provided based on availability.

[End of E-BUILDER REQUIREMENTS

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

THIS AGREEMENT, made this, 23rd day of January in the year 2024, by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA** (hereinafter called the "**Owner,**" "**SBBC**" and/or "**Board**"), and:

LAKDAS/YOHALEM ENGINEERING, INC.

Hereinafter, "**Consultant**," for various projects. It is agreed that this Agreement is an "Open End" Agreement in that the Owner will from time to time during the term of this Agreement require services from the Consultant on various different projects with estimated construction costs that do not exceed the limit set forth in Section 287.055(2)(g), Florida Statutes as amended from time to time. Rather than enter into separate agreements each time that is required, the Owner and Consultant shall enter into this Agreement. The terms and conditions of this Agreement shall govern each of the individual projects that the Consultant is hired to provide services for. Attached as **Attachment 1** to this Agreement is a general "Scope of Work for Structural Engineering Services," which has been negotiated and agreed upon by all parties. The Owner will assign increments of Work to the Consultant via an Authorization to Proceed ("ATP"), Attachment 4, which will be completed for each project or service to which the Consultant is assigned. Each ATP, which includes forms for the Professional Services required, Project Schedule and Professional Fee, shall be completed by the Owner and Consultant evidencing the services, fees, time, etc. for that particular project and confirming that the terms and conditions of this Agreement apply. Each project assigned to the Consultant will be identified by the Owner's assigned project numbers. For each project, some or all of these Services will be part of the Scope of Work for that particular project. In addition, other services may be required.

The term of this Open-End Agreement commences on the date of this Agreement as set forth above. Unless extended pursuant to the terms of the Agreement, no new projects may be assigned under this Open-End Agreement upon expiration of the initial Three (3) year term of the Agreement. The total dollar amount for all fees to be paid to the Consultant for all projects pursuant to this Agreement may not exceed Two hundred Fifty Thousand ($250,000) Dollars during the initial three (3) year term of the Agreement. The Agreement may be extended by two (2) additional, one-year periods with a limit increase of One Hundred Thousand ($100,000) Dollars per year of extension. The Owner and Consultant agree as follows:

(Remainder of page intentionally left blank)

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS
ARTICLE 2 CONSULTANT SERVICES AND RESPONSIBILITIES
ARTICLE 3 SUB-CONSULTANTS
ARTICLE 4 THE OWNER'S RESPONSIBILITIES
ARTICLE 5 BASIS OF COMPENSATION
ARTICLE 6 PAYMENTS TO THE CONSULTANT
ARTICLE 7 INDEMNIFICATION CLAUSE
ARTICLE 8 INSURANCE
ARTICLE 9 GENERAL PROVISIONS
ARTICLE 10 INCORPORATION OF DOCUMENTS INTO AGREEMENT

ATTACHMENTS C:

Attachment 1: Scope of Work
Attachment 2: Consultant's Invoice Form, Design Professional Reimbursement Form (Individual project invoices required)
Attachment 3: Electronic Media Submittal Requirements
Attachment 4: Authorization to Proceed (ATP) Form (one per project)
Professional Services Required – page 1 of 3 (one per project)
Project Schedule – page 2 of 3 (one per project)
Professional Fee – page 3 of 3 (one per project)
Attachment 5: List of Project Team Members (one per project)
Attachment 6: Document 00455 – Background Screening
Attachment 7: IRS Form W-9
Attachment 8: Truth in Negotiations Certificate
Attachment 9: ACH Payment Agreement Form
Attachment 10: Conflict of Interest Form
Attachment 11: Staff Rate Breakdown for Design Professional Services
Attachment 12: FEMA Requirements
Attachment 13: E-Builder Requirements

(Remainder of page intentionally left blank)

ARTICLE 1 – DEFINITIONS

1.1 **The Office of Facilities & Construction ("Office" or "OFC"):** The Owner's organizational entity which acts as liaison between the Consultant and Owner and provides day to day management and other professional services on the Owner's behalf. Various members of the Office of Facilities and Construction, acting as representatives of the Owner, will meet with the Consultant at periodic intervals throughout the preparation of the Contract Documents to assess the progress of the Work in accordance with approved schedules. Office personnel will also examine documents submitted by the Consultant, including invoices, and will promptly render decisions and/or recommendations pertaining thereto to avoid unreasonable delay in the progress of the Consultant's work. The Project Manager shall be principally responsible for direct communication to the Consultant and the Contractor.

1.2 **The Chief Facilities & Construction Officer, Office of Facilities & Construction:** An employee of The School Board of Broward County, Florida, who has the authority and responsibility for oversight and management of all projects for the Owner. Referred to hereinafter as the Chief Facilities & Construction Officer or Chief Facilities Officer.

1.3 **Authorization to Proceed (ATP):** A document in the form of Attachment 4 to this Agreement, accompanied by a fully executed Purchase Order, issued by the Owner to the Consultant, authorizing the performance of specific professional services and commencement of a Phase as defined in Article 2.1 through Article 2.8, and stating the time for completion and the amount of fee authorized for such services.

1.4 **Basic Services:** Those services defined in Attachment 1.

1.5 **Other Basic Services:** Those services defined in Attachment 1.

1.6 **Supplemental Services:** Those services defined in Attachment 1.

1.7 **Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered and licensed professionals who has entered into a contract with the Owner to provide professional Structural Engineering services pursuant to the terms of this Agreement.

1.8 **Project Scope:** The activities necessary to respond to the Owner's requirements for the various projects, refer to Attachment 1.

1.9 **Project Budget:** The sum, established by the Owner, as available for the entire Project, including but not limited to the construction budget (Fixed Limit of Construction Cost ("FLCC")), land costs, costs of furniture, fixtures and equipment (FF&E), financing costs, compensation for all professional services, costs of Owner-furnished goods and services, contingency allowances and other similar established or estimated costs.

1.10 **Project Schedule:** The Owner's requirements for the progress of activities associated with the Project identified by milestones and required completion dates for Consultant services defined by this Agreement.

1.11 **The Contract Documents:** The Contract Documents as used herein refer to the Agreement

Form, Exhibits, Attachments, Educational Specifications, including any and all modifications thereto, issued before and after execution of the Contract and all Exhibits, attached thereto used by the Owner to establish a construction contract with the Contractor. These Contract Documents, and their requirements for the Consultant are incorporated by reference into this Agreement. Refer to Article 10 for the provisions of the RFQ incorporated into the Agreement.

1.12 **Contractor:** The individual, partnership, corporation, association, joint venture, or any combination thereof, who has entered into a contract with the Owner for construction of schools, administrative and support buildings, or various other types of facilities and incidents thereto.

1.13 **Program Manager:** AECOM The entity retained by the School Board of Broward County, Florida, to oversee the execution and delivery of the projects, and act as the Owner's Representative.

1.14 **Project Manager:** An employee of the District or Program Manager to manage the Project as a direct representative of the Owner.

1.15 **The Project:** The construction, alteration or repair, and all services and incidents thereto, comprising a facility as contemplated and budgeted by the Owner.

1.16 **Sub-Consultant:** A person or organization of properly registered and licensed professionals who have entered an agreement with the Consultant to provide professional Structural Engineering services for the Project.

1.17 **Superintendent of Schools:** The duly appointed executive officer of the Owner authorized to act by and through the Owner, referred to hereinafter as the **Superintendent**.

1.18 **Fixed Limit of Construction Cost (FLCC):** The total dollar value of all costs to construct each project.

1.19 **Building Code Inspector (BCI):** A licensed employee or designee of The School Board of Broward County, Florida, who provides plan review and construction inspection for code compliance, and report non-compliant work to the Project Manager and Project Consultant.

1.20 **Value Engineering:** Value Engineering (VE) is the creative, organized process of analysis of a project as to cost and/or performance with a focus on analysis of the proposed facility (and its systems, assemblies, or components) and the elimination or modification of those features which add cost without contributing to that facility's required function or design value.

1.21 **Constructability:** Constructability is the creative, organized process of reviewing a project's drawings, specifications, and other project documentation with a goal of eliminating design, detailing, and specification problems which might render the construction contract documents unbuildable or requiring extensive Addenda or Change Orders to make them buildable.

1.22 **The Project Team:** The Owner, Program Manager, and the Consultant who work jointly

during the design, construction, and warranty phases.

1.23 **Substantial Completion:** The term Substantial Completion as used herein, shall mean that point at which all work associated with the Project, or contractually defined phase or portion of the Project, has received a fully executed Certificate of Occupancy (OEF 110B Form) or Certificate of Completion, whichever is applicable.

1.24 **Chief Building Official, Inspections and Code Compliance (CBO):** The officer or other designated authority charged with the administration and enforcement of all applicable codes, or a duly authorized representative.

1.25 **Design Criteria:** Owner design requirements for all architectural and engineering disciplines.

1.26 **Negotiated Unit Prices:** unit prices for professional services to be utilized during various phases of each project under this Agreement. The Consultant's proposal shall serve as the basis for Negotiated Unit Prices. Refer to Articles 5 and 6 for terms of compensation and payment.

ARTICLE 2 – CONSULTANT SERVICES AND RESPONSIBILITIES

2.1 **Consulting Services:** The Consulting Services are those set forth in the Professional Services Required form attached as Attachment 1 hereto and incorporated by reference. It should be noted that the Consulting Services may be some or all of those services listed on Attachment "1" to this Agreement, or other services designated by Owner.

2.2 **Standard of Care and Representations:**

2.2.1 Standard of Care: The Owner's engagement of the Consultant is based upon the Consultant's representations to the Owner that: (A) it is an organization of experienced professionals, authorized and licensed to do business in Florida; (B) the person responsible for performance pursuant to this Agreement is currently a registered Professional Architect or Engineer in the State of Florida; (C) it is qualified, willing and able to perform services for the Project; and that (D) it has the past experience and ability to provide services which will meet the Owner's objectives and requirements.

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

2.2.3 Any defective or deficient work furnished by the Consultant shall be promptly corrected by the Consultant at no cost to Owner, without limitations to other remedies or rights of Owner. Owner's approval, acceptance, or use of or payment for all or any part of Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations

or Owner's rights hereunder. The Consultant shall utilize the same personnel over the course of the Work and shall, if requested by the Owner, replace personnel whom the Owner has found to be incompetent or to whom the Owner otherwise reasonably objects.

2.2.4 All services provided by the Consultant shall: (A) be in accordance with all applicable codes, including but not limited to, Florida State Board of Education Regulations, Chapter 6A-2.010 (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities)("SREF"), the Florida Building Code ("FBC"), the Florida Fire Protection Code, the Americans With Disabilities Act (ADA), in effect at the time of execution of this Agreement, and its referenced codes and standards; Crime Prevention Through Environmental Design (CPTED) (Broward Sheriff's Office), and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes); (B) be provided for the benefit of the Owner and not for the benefit of any other party; and (C) include all Consultant services normally required for a project of this type as listed in the Scope of Work (Attachment 1 to this Agreement).

2.2.5 **Approval of Documents**: Owner's approval of or comments on any of the documents submitted to Owner by Consultant shall not be deemed the approval of or by another governmental authority having jurisdiction over the project and Consultant acknowledges that the aforesaid authorities may require modifications of any of the documents submitted by Consultant. Subject to Article 2, such modifications shall be made at no cost to Owner.

ARTICLE 3 – SUB-CONSULTANTS

3.1 **Sub-Consultants' Relations:**

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

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

3.2 **Proposed Sub-Consultants:**

3.2.1 The Consultant proposes to utilize the Sub-Consultants identified in Attachment 5 (List of Project Team Members)

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

3.2.3 The Consultant shall, not later than ten (10) days after the date of this Agreement, submit a list of contact information for Sub-Consultants which includes contact names, firm addresses, telephone and fax numbers and email addresses. Any future changes to Sub-Consultants must also be submitted no later than ten (10) days after the date the change was made.

ARTICLE 4 – THE OWNER'S RESPONSIBILITIES

4.1 **Information, Documents and Services:** The Owner shall consult with the Consultant and provide such information regarding requirements for the Project as are reasonably necessary for Consultant to perform its services.

4.2 **Owner Furnished Items:** When documents, services, or other materials furnished by the Owner for the Consultant's use are deemed by the Consultant as inappropriate, inaccurate, or otherwise unreasonable, the Consultant shall notify the Owner of its opinion immediately upon discovery of same. Owner will notify Consultant upon delivery of any inaccurate data provided to the Consultant. Failure of the Consultant to notify the Owner shall result in the Consultant being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, delays or other compensation related to the use of those Owner furnished materials.

4.3 **Project Management:**
The Director of Preconstruction: The Director of Preconstruction or designee shall act on behalf of the Owner in all matters pertaining to this Agreement and shall approve all Authorizations to Proceed to the Consultant and all invoices for payment to the Consultant.

ARTICLE 5 – BASIS OF COMPENSATION

5.1 **Professional Basic Service Fees ("Fee"):**

5.1.1 The Owner agrees to pay the Consultant, and the Consultant agrees to accept for services rendered pursuant to this Agreement, based upon a Cost Plus with a Guaranteed Maximum based on a Multiple of Direct Personnel Expenses as set forth in Attachment 11 based on the fee schedule as set forth in Attachment 4 attached hereto and incorporated by reference. If Owner and Consultant cannot mutually agree to a Cost Plus with a Guaranteed Maximum based on Direct Personnel Expense, the Owner may secure services from an independent source or from the Owner's resources.

5.2 Supplemental Fee:

5.2.1 The Fee listed above is based on the scope of services for a project of this scope, size, and complexity.

5.2.2 If the Owner authorizes an increase or decrease in the scope, size or complexity of the Project, the Fee will be adjusted as mutually agreed upon, in writing, by Owner and Consultant.

5.2.3 The Consultant may be authorized to perform Supplemental Services. The fee for such services will be based upon a Cost Plus with a Guaranteed Maximum based on a Multiple of Direct Personnel Expenses. Where a mutually agreeable Cost Plus with a Guaranteed Maximum based on Direct Personnel Expense cannot be arrived at, the Owner may secure services from an independent source or from the Owner's resources. The Consultant shall provide any information and/or copies of project documentation necessary to facilitate the provision of said supplemental services by others.

5.3 Multiple of Direct Salary Expense:

5.3.1 Where this Agreement or Attachments 4 hereto indicates a fee computed on the basis of a Multiple of Direct Salary Expense, such fee shall be based on a negotiated multiple of the Direct Personnel Expense as set forth in Attachment 11.

5.3.2 Should overtime work be necessary for work compensated by this fee method, the Consultant's authorization and compensation for such work shall be approved by the Chief Facilities & Construction Officer or his designee, in writing, and stated in Attachment 4 or other documents executed by Owner and Consultant.

5.4 **Direct Personnel Expense:** Direct Personnel Expense is defined as the salary rate, as determined from salaries reported to the Director of Internal Revenue, of the personnel engaged directly on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

5.5 Reimbursable Fees:

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

5.5.2 Authorized travel outside the areas of Dade, Broward and Palm Beach Counties, lodging and meals in connection with the Project (subject to the limitations imposed by Chapter 112.061, Florida Statutes); long distance communications (except for long distance charges for calls placed to others living outside the Consultant's local calling area), and fees paid for securing approval of authorities having jurisdiction over the work, reproductions, postage and handling of Drawings, Specifications and other documents, and, if authorized

in advance by the Owner, expense of overtime work requiring higher than regular rates.

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

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

ARTICLE 6 – PAYMENTS TO THE CONSULTANT

6.1 Payment for Basic Services and Supplemental Services:

6.1.1 Payments for Basic and Supplemental Services may be requested monthly (on the Owner's standard invoice format) in proportion to services performed during each portion of the work or other basis as set forth in the Schedules attached hereto and conforming to the attached Consultant's proposal for Attachment 1 – "Scope of Work". Owner in its sole discretion shall determine if the payment requested is in accordance with the proportion of the work performed.

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

Unit prices and hourly rates shall be administered in accordance with Attachment "11" as attached hereto. Actual hours shall be rounded off to the nearest fifteen (15) minute intervals.

Charges shown on Attachment "11" are for time of engineering technicians' portal to portal, spent in sampling, conducting field or laboratory tests or inspections, and tests not otherwise charged on unit price basis. Overtime, at the Owner's request, is for work before 7:00 AM and after 5:00 PM, over eight (8) hours per regular day, forty (40) hours per week, Saturday, Sunday and Holidays.

In the event the testing technician, through no fault of the technician or of the Consultant, is unable to conduct a test within thirty (30) minutes after the time scheduled for the test or within thirty (30) minutes of the technician's arrival on-site ready to conduct the test, whichever is later, the appropriate hourly technician rate from Attachment "11" shall apply to any excess time spent by the technician beyond the normally expectable amount of time for conducting such a test plus thirty (30) minutes. These charges shall be verified and documented between the Consultant and the Owner at the time of occurrence. This charge shall apply to concrete, soils, and any other test which is based on the unit prices described in Attachment "11".

6.1.2 No payments shall be due to Consultant unless and until all materials, forms and documents required by Owner have been provided by Consultant and its Sub-Consultant to Owner or others who are to receive same. The Owner retains the right to withhold payment from the Consultant for non-performance of the Consultant during any phase or portion of the Project.

6.1.3 The Consultant shall submit invoices in the Owner's required invoice format (Attachment 2) as provided.

6.1.4 All submitted invoices shall have copies of referenced Scope of Work and the Authorization to Proceed (ATP) attached.

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

6.1.6 The Consultant shall submit a monthly S/M/WBE Monthly Subcontractor Utilization Report with the monthly request for payment, on forms provided by the Owner.

6.2 Payment for Reimbursables:

6.2.1 Payment for Reimbursables may be requested monthly (on the Owner's standard invoice format, Attachment 2) based on actual costs.

6.2.2 Payments are due and payable within thirty (30) days from receipt of the Consultant's invoice.

6.3 Project Suspension:

6.3.1 If the Project is suspended for the convenience of the Owner for more than three (3) months or terminated in whole or in part during any Phase, the Consultant shall be paid for services authorized by an Authorization to Proceed which were performed prior to such suspension or termination, together with the cost of Reimbursable Services and expenses then due.

ARTICLE 7 - INDEMNIFICATION CLAUSE

7.1 Indemnification:

7.1.1 To the fullest extent permitted by law, the Project Consultant shall indemnify, and hold harmless the owner, its members, officers, employees and agents (hereinafter collectively "Related Parties") from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of this contract.

7.1.2 In any and all claims against the Owner by any employee of the Consultant, or anyone for whose acts the Consultant may be liable, the obligations for Consultant to indemnify Owner under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant under workman's compensation acts, disability acts, or other employee benefit acts.

7.1.3 In the event that any claims are brought, or actions filed against the Owner with respect to the indemnity contained herein, the Consultant agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. The Consultant agrees that the Owner may select the attorneys to appear and defend such claims or actions on behalf of the Owner. The Consultant further agrees to pay, at the sole expense of the Consultant, the attorney's fees and costs incurred by those attorneys selected by the Owner to appear and defend such claims or actions on behalf of the Owner. However, if the claims or actions are covered by insurance and such coverage is acknowledged by the insurance company in writing to the Owner, then, in that case, the insurance company shall choose counsel, direct the defense and be the judge of the acceptability of any compromise or settlement of any such claims or actions against the Owner which are within the insurance policy limits and are paid by the insurance company solely. Otherwise, if the claims or actions are not covered by insurance, then, at its sole option the Owner shall have the sole authority for the direction of the defense and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions asserted against the Owner.

ARTICLE 8 – INSURANCE

8.1 General Insurance Requirements:

8.1.1 The Consultant shall not start work under this Agreement until the Consultant has obtained all insurance required hereunder and such insurance has been approved by the Owner.

8.1.2 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this Agreement shall have an "A" rating, or better, and a financial rating of no less than VI in the current A.M. Best Manual OR hold a Moody's Investors Service Financial Strength of "Aa3" or better.

8.1.3 All insurance policies required under this Agreement shall be endorsed to be primary of all other valid and collectable coverages maintained by the Owner. The Owner shall be named as an additional insured under the General Liability policy, including Products Liability, shall include the Owner's Project number and full Project title (including applicable facility name) on the Certificate.

8.1.4 The Consultant shall furnish certificates of insurance to the Owner for review and approval at the time of execution of this Agreement and shall maintain same at all times during the term of this Agreement.

8.1.5 The Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO), unless approved by Owner and shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the Consultant. No material change or cancellation of the insurance shall be effective without a 30-day prior written notice to and approval by the Owner. All Certificates shall list the Owner's project number and full project title (including applicable facility name).

8.2 Insurance Required:

8.2.1 **Automobile Liability Insurance:** The Consultant shall maintain Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in amounts not less than $1,000,000 per occurrence for bodily injury and property damage combined single limit and shall not be less than the standard ISO Business Auto Policy CA 00 01.

8.2.2 **Professional Liability (Errors and Omissions)**: The Consultant shall procure Professional Liability Insurance in the manner described herein. The deductible shall not be more than Fifty Thousand ($50,000) Dollars for each policy and must be indicated on the certificate of insurance. The limits of the Professional Liability Insurance Policy shall be as follows:

8.2.2.1 Not used.

8.2.2.2 Projects require a practice policy with a per claim/annual aggregate in accordance with the specifications delineated below relative to the cumulative construction value of all projects:

.1 One Million ($1,000,000) Dollars on a per claim/One Million ($1,000,000) Dollars annual aggregate basis for Consultants whose cumulative construction value for all Board contracts is less than Five Million ($5,000,000) Dollars.

.2 One Million ($1,000,000) Dollars on a per claim/Three Million ($3,000,000) Dollars annual aggregate basis for Consultants whose cumulative construction value for all Board contracts is between Five Million One ($5,000,001) Dollars to Ten Million ($10,000,000) Dollars.

.3 One Million ($1,000,000) Dollars on a per claim/Five Million ($5,000,000) Dollars annual aggregate basis for Consultants whose cumulative construction value for all Board contracts is greater than Ten Million One ($10,000,001) Dollars.

The Consultant shall be required to maintain the practice policy in accordance with the above specifications for a period commencing with execution of this contract and terminating three years after final completion of said projects. Should additional projects or change orders be added that increase the cumulative construction value to another tier shown above, the Consultant will be required to show proof of coverage at the higher limit / aggregate. In addition, the Consultant shall provide information regarding the total claims against said practice policy on an annual basis for the term of the contract upon and terminating three years after final completion of the project (Claims/Loss history should be forwarded to the Risk Management Department), as The School Board of Broward County, Florida, deems appropriate.

The Professional Liability insurance must provide for all sums which the Consultant shall be legally obligated to pay as damages for claims arising out of or relating to the negligent services performed by the Consultant or any person employed or acting on the Consultant's behalf (including, but not limited to, Sub-Consultants) in connection with this Agreement. If the Owner, at its sole discretion, agrees that such coverage is not commercially reasonably available, the Owner may, at its discretion, authorize the Consultant to alter the coverage by substituting a lower aggregate or changing any other terms and conditions of the coverage (including but not limited to deductible amounts) based upon the scope of the project.

8.2.3 **Worker's Compensation Insurance:** The Consultant shall maintain Worker's Compensation Insurance in compliance with Chapter 440 of the Florida Statutes. The firm shall maintain Workers' Compensation Insurance for all of its employees connected with the provided services as described in this Agreement in accordance with Florida Statutory limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand ($500,000) Dollars per occurrence.

8.2.4 **General Liability Insurance:** The Consultant shall maintain General Liability Insurance, including Contractual Liability to cover the "Hold Harmless Agreement" set forth herein, with bodily injury limits of not less than One Million ($1,000,000) Dollars per occurrence combined single limit for bodily injury and property damage and not less than the Two Million ($2,000,000) General Aggregate such coverage shall apply separately to each project. The School Board of Broward County, Florida, its members, officers, employees, and agents shall be named as an additional insured under the General Liability policy.

ARTICLE 9 – GENERAL PROVISIONS

9.1 **Performance:**

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

9.1.2 **Task Orders:** The Owner will assign increments of Work to the Consultant via an Authorization to Proceed ("ATP") (Attachment 4) which will be completed for each project or service to which the Consultant is assigned. Each ATP, which includes forms for the Professional Services required, Project Schedule and Professional Fee, shall be completed by the Owner and Consultant evidencing the services, fees, time, etc. for that particular project and confirming that the terms and conditions of this Agreement apply. Each project assigned to the Consultant will be identified by the Owner's assigned project numbers.

9.1.3 **Time for Performance:** The Consultant agrees to start all work hereunder upon receipt of an Authorization to Proceed issued by the Chief Facilities and Construction Officer or his designee and to complete all work within the time stipulated in the Authorization to Proceed (Attachment 4 to this Agreement ("ATP")). The Consultant acknowledges that failure to perform timely may cause the Owner to sustain loss and damages and will be responsible for same. The Consultant agrees that Owner is entitled to recover no less than One Hundred Dollars ($100) per consecutive calendar day of unexcused delay caused by the Consultant's failure to comply with the times set forth in the fully executed ATP. Owner shall have the right to deduct such amounts from payments due and owing to the Consultant.

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

a result of or relating to delays on the Project. Time is of the essence with regard to the performance of this contract.

9.1.5 **Excess Funds:** Any party receiving funds paid by the School Board of Broward County, Florida under this Agreement agrees to promptly notify the School Board of Broward County, Florida of any funds erroneously received from the School Board of Broward County, Florida of upon the discovery of such erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, as amended, applicable at the time the erroneous payment or overpayment was made by the School Board of Broward County, Florida. The erroneous payment and/or overpayment will be promptly transmitted and returned to the School Board of Broward County, Florida with the maximum applicable interest permitted by Florida law.

9.2 **Termination of Agreement:**

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

9.2.2 The Consultant may only terminate this Agreement for a material breach of the Agreement by Owner, and only after Consultant has given the Owner ten (10) days written notice and opportunity to cure such breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, the Consultant is obligated to continue performance in accordance with the terms of this Agreement, unless instructed by the Owner to suspend or delay performance.

9.2.3 Owner may terminate this Agreement for cause, which shall include, but not be limited to, failure of Consultant to comply with any of its material obligations under this Agreement; a decrease in the projected, available Capital Outlay funds which renders continuation of the design or construction of the Project impossible or impractical; or conditions which arise that constitute Force Majeure under Article 9.2.6 of this Agreement. In such event, Consultant shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Consultant's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating this Agreement for cause, then it shall be deemed to be a termination for convenience pursuant to Article 9.2.1 above, and the Consultant's sole compensation shall be compensation in accordance with that paragraph. Whether or not this Agreement is so terminated, the Consultant shall be liable to Owner for any damage or loss resulting from such failure or violation by Consultant. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

9.2.4 **Annulment:** The Consultant warrants that no one has been employed or retained other than an employee working solely for the Consultant, to solicit or secure this Agreement; and that the Consultant has not paid, nor agreed to pay, any company or other person any fee, commission, gift, or other consideration contingent upon the making of this Agreement. For

breach or violation of this warranty, the Owner has the right to annul this Agreement without liability.

9.2.5 **Fixed Fees Exceeding $50,000:** For all Fixed Fees or other "lump-sum" fees for professional service Agreements over Fifty Thousand ($50,000) Dollars the Consultant shall execute a truth-in-negotiations certificate as in accordance with 287.055 and all required language set forth therein. Requirements of Florida Statute 287.055 (2004), as amended, are incorporated herein by reference.

9.2.6 **Force Majeure:** The Owner's or Consultant's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

9.2.7 **Termination of Scrutinized Companies or False Certification**: SBBC reserves the right to terminate this Agreement in accordance with Section 287.135(5), Florida Statues, if the other party is placed on the List of Scrutinized Companies that Boycott Israel or is engaged in a boycott of Israel; is on the List of Scrutinized Companies with Activities in Sudan; is on the List of Scrutinized Companies with Activities in the Iran Petroleum Energy Sector;

or has engaged in business operations in Cuba or Syria. SBBC also reserves the right to terminate this Agreement pursuant to Section 287.135(5), Florida Statues, if the other party is found to have submitted a false certification.

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

9.3.1 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Owner to Consultant pursuant to this Agreement. All costs which the consultant is unable to provide support or documentation to substantiate that it was incurred as represented by the original estimated breakdown of costs or found to be not in compliance with the provisions of this contract, shall be reimbursed to the Owner.

9.3.2 Owner's agent or its authorized representative shall have access to the Consultant's

facilities, shall have access to all necessary records, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

9.3.3 Consultant shall require all Sub-Consultants to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Consultant pursuant to this Agreement.

9.3.4 If an audit inspection or examination in accordance with this article discloses overcharges (of any nature) by the Consultant to the Owner in excess of $25,000, the actual cost of the Owner's audit shall be paid by the Consultant.

9.3.5 **Public Records:** The following provisions are required by Section 119.0701, Florida Statues, and may not be amended. Consultant shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Consultant shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Consultant does not transfer the public records to SBBC. Upon completion of the Agreement, Consultant shall transfer, at no cost, to SBBC all public records in possession of Consultant or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Consultant transfer all public records to SBBC upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(Continued on following page)

Custodian of Public Records
Requel Bell
600 SE 3 Avenue
Fort Lauderdale, FL 33312
754-321-1925
Requel.bell@browardschools.com

9.4 **Ownership of documents:**

9.4.1 The documents developed under this Agreement shall become and be the sole property of the Owner whether the Project for which they were developed is executed or not. The Consultant may maintain copies thereof for its records and for its future professional endeavors, although the Owner shall bear no liability or any responsibility whatsoever for such use of said documents by the Consultant.

9.4.2 In the event of the Consultant's termination under other provisions of this Agreement, the Owner shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

9.4.3 In the event Owner requests any such documents or materials referred to in this Article and Consultant fails to provide same as requested by Owner, then Consultant acknowledges that Owner will be irreparably harmed and subject to an injunction to provide same.

9.4.4 The Owner will not modify or distribute the documents, including electronic media versions, to third parties except for those purposes listed above without the expressed permission and consent of the Consultant. The Owner will delete any title blocks or other marks identifying the originating Consultant from any materials so distributed. The Owner will indemnify the Consultant against any claims that result from the modification of data and disks by the Owner.

9.5 **Electronic Media:** Where this Agreement or referenced provisions in the Contract require the Consultant to provide information or documents in either electronic or magnetic media, the preparation and format of that media shall conform to the Owner's "Electronic Media Submittal Requirements" which are incorporated as Attachment 3 to this Agreement for Open End Services.

9.6 **Attachments and References:**

9.6.1 **The following named attachments are made an integral part of this Agreement:**
Sample Professional Services Agreement (With Attachments).
Attachment 1: Scope of Work
Attachment 2: Consultant's Invoice Form, Design Professionals Reimbursable Form
Attachment 3: Electronic Media Submittal Requirements
Attachment 4: Authorization to Proceed (ATP) Form (one per project)
Professional Services Required page 1 of 3 (one per project)

Project Schedule-page 2 of 3 (one per project)
Professional fee- page 3 of 3 (one per project)
Attachment 5: List of Project Team Members (one per project)
Attachment 6: Document 00455 – Background Screening
Attachment 7: IRS Form W-9
Attachment 8: Truth In Negotiations Certificate
Attachment 9: ACH Payment Agreement Form
Attachment10 Conflict of Interest Form
Attachment11: Staff Rate Breakdown
Attachment12: FEMA Requirements
Attachment13: E -Builder Requirements

Online Documents: The following documents shall be downloaded by the Consultant and are considered as Attachments to this Contract:

Design Standards

http://www.broward.k12.fl.us/facilities_construction/DSS/DS_Docs/DesignStandards.htm

- Design Criteria
- Design and Material Standards - Division 1 thru Division 17
- Document Submittal Checklist for Plan Review

http://www.broward.k12.fl.us/constructioncontracts/D0docs.html

- Specifications – Division 0

State Requirements for Educational Facilities (SREF) latest edition

http://www.fldoe.org/edfacil/sref.asp

- F.I.S.H. layering system for AutoCAD: Note: the laying system is not posted online. It will need to be requested thru:

  Facility Planning and Real Estate
  600 SE 3rd Avenue
  Fort Lauderdale, FL 33312
  754-321-1932

9.7 Extent of Agreement:

9.7.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, written or oral.

9.7.2 This Agreement may not be amended, changed, modified, or otherwise altered after the execution hereof, except by resolution of Owner and an Agreement executed by Owner and

Consultant.

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

9.7.4 This Agreement shall be governed by the laws of the State of Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

9.8 **Strict Performance:** The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

9.9 **Prompt and Satisfactory Correction:** The Owner, at its sole discretion, may direct the Consultant, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation or ordinance.

9.10 **Successors and Assigns:**

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

9.10.2 The Consultant and the Owner each binds one another, their partners, successors, legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

9.11 **Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion:**

9.11.1 **Lower Tier Covered Transactions:** Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in ß 85.200, Debarment or Suspension, ß 85.201, Treatment of Title IV HEA participation, and ß85.215, Exception provision, debarment, or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a primary covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the following certification for it and its principals in any

proposal submitted in connection with such lower tier covered transactions.

9.11.2 Certification and Disclosure

1. The lower tier participant (Consultant) certifies, by entering this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the lower tier participant (Consultant) is unable to certify to any of the statements in this certification, such participant shall provide an explanation to the Owner.
3. The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the Owner shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the fees due and owing to the Consultant, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. (Ch. 287.055, F.S.)

9.12 Non-Discrimination, EEO, and ADAAA

9.12.1 **Non-Discrimination** – The School Board of Broward County, Florida prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.

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

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

9.13 **Captions** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

9.14 **Authority Provision:** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all.

9.15 **Notice Provision** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for giving notice.

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Office of the Chief Facilities Officer 600 SE 3 Avenue Fort Lauderdale, FL 33312 **Attn: Deborah G. Czubkowski** Chief Facilities Officer
With a Copy to:	Office of Procurement & Warehousing Services 7720 W Oakland Park Boulevard, Suite 323 Sunrise, FL 33351 **Attn: Mary Coker** Director of Procurement & Warehousing Services
With a Copy to:	Office of Facilities and Construction 2301 NW 26th St Fort Lauderdale, FL 33311 **Attn: Sonja Coley** Director, Pre-Construction And AECOM, Inc., Owners Representative 2301 NW 26th St Fort Lauderdale, FL 33311 **Attn: Kathleen Langan** Program Director
To Consultant:	Lakdas/Yohalem Engineering, Inc 2211 N.E. 54th Street Fort Lauderdale, FL 33308 **Attn: Mr. Lakdas Nanayakkara** Principal in Charge

9.16 **Excess Funds.** Any party receiving funds paid by The School Board of Broward County, Florida (SBBC) under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

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

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

ARTICLE 10 INCORPORATION OF RFQ INTO AGREEMENT

10.1 In addition to those Attachments and References identified and made part of this Agreement in Article 9.6.1, the provisions of **RFQ No. FY24-041 – Structural Engineering Services** (the "RFQ") are hereby incorporated into this Agreement. In the event of conflict between the provisions contained in this Agreement and the RFQ, the more stringent provision shall prevail. If this Agreement is silent on an issue that is contained with the RFQ, the provisions of the RFQ shall be followed.

(Remainder of page intentionally left blank)

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

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Lori Alhadeff, Chair

ATTEST:

_____
Dr. Peter B. Licata,
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

(Remainder of page intentionally left blank)

FOR PROJECT CONSULTANT

(Corporate Seal)

LAKDAS/YOHALEM ENGINEERING, INC.

ATTEST:

By_____
Lakdas Nanayakkara, Principal in Charge

_____, Secretary

-or-

_____
Witness Pravin Nanayakkara

_____
Witness LaQuavian Crawford

STATE OF Florida)
)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 7th day of December, 202__, by **LAKDAS NANAYAKKARA of LAKDAS/YOHALEM ENGINEERING, INC** on behalf of the corporation or agency.

He/she is personally known to me or produced as Identification and did/did not first take an oath.

My commission expires:

_____
Signature, Notary Public

Jared William Gasman
Printed Name of Notary

HH 252072
Notary's Commission No.

(SEAL)

JARED WILLIAM GASMAN
Commission # HH 252072
Expires August 12, 2026

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME this 7th day of December, 2023, appeared _____, and, _____

Lalaos Lalayakkara personally known to me to be the persons described in and who executed

the foregoing contract and acknowledge that he executed the same as his free act and deed for the purposes therein

expressed.

WITNESS my hand and official seal in the County and State last official this 7th day of

December, 2023.

Notary Public State of Florida Jared William Gasman

My Commission Expires:

JARED WILLIAM GASMAN
Commission # HH 252072
Expires August 12, 2026

PROJECT SCOPE

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

Professionals Invoice Format

The School Board of Broward County, Florida requires submittal of the Design Professional's invoice on the district's standard invoice forms attached to a transmittal form or letter on the Design Professional's company letterhead. Include the information and attachments described below:

1. Letterhead Containing Firm Information
    A. Firm Name
    B. Address
    C. Telephone and FAX Numbers
    D. Consultant's Invoice Reference Number

2. Address Transmittal/Letter to:

    Office of Facilities and Construction
    The School Board of Broward County, Florida 3775
    SW 16th Street
    Fort Lauderdale, FL 33312
    Attention: Name of Project Manager

3. Ensure that Transmittal/Letter references the following information:
    A. Date of submittal.
    B. The Invoice Number for ATP Number (example: Invoice No. 01 for ATP No. 01).
    C. The School Board of Broward County's Purchase Order No.: (Which will be provided by the Facilities Project Manager at the beginning of the project.)
    D. Name of Facility (and Facility Number).
    E. Name of Project
    F. School Board Project Number

4. Ensure attachment of the following documents to the Transmittal/Letter:
    A. Design Professional's Invoice Form
    B. Design Professional's Reimbursable Invoice Form
    C. Copy of signature page (page 3 of 3) of the Design Professional's Authorization to Proceed.

The School Board of Broward County, Florida
Florida Facilities and Construction Management Department
3775 SW 16th Street Fort Lauderdale, FL 33312 (754) 321-1500

Design Professional (Name)

Date:

Project No:
Project Title:
Design Professional's Remit to address:

Facility Name:

Invoice No:
SBBC PO No.
ATP No.
Invoice From:
Project Manager

Original Basic Fee	$
Current basic fee	$

INVOICE TOTALS:

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

BASIC FEE TOTALS:

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

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

The School Board of Broward County, Florida
Florida Facilities and Construction Management Department
3775 SW 16th Street Fort Lauderdale, FL 33312 (754) 321-1500

Design Professional's Reimbursable Invoice

Project No:
Project Title:
Design Professional's:
Remit to address:

Facility Name: Invoice No:
SBBC PO No.
ATP No.
Invoice From:
Project Manager:

Item No.	Date	Reimbursable Item	Amount
		Invoice Total	$

Receipts for each Item must be attached.

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

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

Electronic Media Requirements

All Work product for all projects, requires hard copies, electronic copies (PDF) and electronic original copies. The electronic media requirements are as listed below.

ELECTRONIC MEDIA

1.0 General Information

1.1 The School Board of Broward County, Florida contracts with one or more Internet bid advertising and distribution services. The Design Professional shall post the complete bid package to these services upon written notification by the Owner. The posted documents shall be read only documents and the file format shall be PDF.

2.0.1 Software Requirements

2.0.2 Word Processing
2.0.3 Provide word processing files in Microsoft Word for Windows compatible file formats including all information necessary for remote printing.

2.0.4 Spreadsheets
2.0.5 Provide spreadsheet files in Microsoft Excel for windows compatible file formats including all information necessary for remote printing.

2.0.6 Computer aided Design and Drafting
2.0.7 Provide all CADD files as AutoCAD 2010 files, Window's version.

3.0 CAD Standards

3.1 Standard plotted drawing size: 24-inch x 36 inch or 30 inch x 42 inch sheets.
3.1.1 All sheets within a set shall be the same size unless pre-approved otherwise. (for example, survey sheets)

3.2 Design Professional shall provide to the Owner the standard file naming Protocol they will be utilizing.

3.3 CAD File Layering
3.3.1 Conform to the most up to date guidelines defined by the American Institute of Architects (AIA) standard document, "CAD Layer Guidelines."

3.3.2 Provide the required Layering for the Florida Inventory of Schoolhouses (F.I.S.H.) documents.

3.3.1.1 The F.I.S.H. layering scheme is not available on-line. It can be requested through:

Facility Planning and Real Estate
600 SE 3rd Avenue, Fort Lauderdale, FL 33312 754-321-1932

3.3.3 Provide a separate list of all layers which do not conform to the standard AIA CAD Layer Guidelines or the FISH layering scheme.

3.4 No custom hatch patterns shall be utilized.

3.5 All symbols and blocks to have descriptive names.

4.0 Electronic Media Delivery Requirements
4.1 Transmittals shall include the following:

4.0.1 The Project Number, Project Title, and date
4.0.2 The Facility Name
4.0.3 The submittal type.
4.0.4 The format and version of the software.
4.0.5 An attached Listing of file names with the latest document publish dates.

4.1 All electronic media shall contain an attached label which shall identify 4.1.1, 4.1.2, and 4.1.3.

4.1.1 Document clean-up
4.1.2 Before a CADD file is placed on the delivery electronic digital media, the following procedures shall be performed:

4.1.2.1 Purge all files and remove all extraneous graphics outside the border area.

4.1.2.2 Make sure all reference files are attached without device path.

4.1.2.3 All required project files both graphic and nongraphic, shall include color tables, pen tables, font libraries, block libraries, user command files, plot files, etc. All project related blocks must be provided to the Owner as a part of the electronic digital deliverables.

4.1.2.4 Make sure that all support files such as those listed above are in the same directory and that references to those files do not include device Path.

4.2 The following Plot File Development and Project Documentation Information shall be submitted as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.

4.2.1 Documentation of the plot files for each drawing which will be needed to be able to allow identical plotting by the Owner at a later date. This documentation shall include the plotter configuration (e.g., name and model of plotter), pen settings, drawing orientation, drawing

size, and any other special instructions.

4.2.2 Instructions concerning how to generate plotted, drawings from the provided plot files.

4.2.3 Provide all symbols and blocks used in the project in a separate file.

4.3 List of all database/spreadsheet files associated with each drawing, as well as a description and documentation of the database format.

5.0 Ownership: Refer to Agreement for specific Owner and Design Professional's rights.

6.0 Documents for the Construction Contractor:

6.1 The Owner and the Design Professional shall make various electronic information available to the Contractor during the Construction phase of the Project.

7.0 Where electronic media submittals of final site surveys are required: Provide electronic copies of any existing site survey data already on electronic media.

8.0 At the Contractors option, the Design Professional will provide the Contractor one set of AutoCAD (.dwg) electronic file format contract drawings, to be used for as built drawings at the Contractor's option. Note that the Architect's name and information to be removed.

(Remainder of page intentionally left blank)

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, Florida 33311

PSA Attachment 4

Consultant's Authorization To Proceed

Project No.:		Date:	
Location No.:			
Project Title:		SBBC P.O. No.:	
		Line No.:	
Facility Name:		Project Manager:	
Project Consultant:		Dir. Capital Planning & Programming	

Under the provisions of your contract for professional services, you are hereby authorized to proceed with the following services for the project referenced above.

☐ Schematic Design ☐ Design Development ☐ Construction Documents
☐ Bidding ☐ Construction Contract Administration ☐ Warranty
☐ Other Services: Attached:

This Authorization to Proceed is subject to the following attachments:

Attachments:
☐ Professional Services Required
☐ Project Schedule
☐ Professional Fees
☐ Previous ATP's

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

Original FLCC	Current Cost Estimate	Revised FLCC by ATP

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

Item Discipline Description

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, Florida 33311

PSA Attachment 4

Consultant's Authorization To Proceed (Continued)

Project Schedule

Project No. & Location No.: _____ Project Title: _____

Facility Name: _____
Project Consultant: _____

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

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

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, Florida 33311

PSA Attachment 4

Consultant's Authorization To Proceed (Continued)

Professional Fees

Project No. & Location No.: _____ Project Title: _____

Facility Name: _____
Project Consultant: _____

Phase	Original Basic Fee	Fee Authorized by ATP		Fee Previously Paid		Fee Balance	
I (SD) (5%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
II (DD) (10%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
III (CD) (35%/60%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
IV (BID) (65%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
V (CA) (98%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
VI (Warr) (100%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 1)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 2)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 3)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 4)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Total:	$ 0.00	$ 0.00		$ 0.00		$ 0.00	

Payment for these services shall be made In accordance with the provisions of the Professional Services Agreement.

Approved By Consultant				Approved By SBBC			
Name:				Name: Shelley N. Meloni			
Title:				Title: Director, Pre-Construction			
Signature:	_____	Date:	_____	Signature:	_____	Date	_____
Recommended By SBBC							
Name:							
Title: Project Manager, Owner's Representative							
Signature:	_____	Date:	_____	Signature:	_____	Date	_____

This document is part of the Professional Services Agreement between The School Board of Broward County, Florida (Owner) and the Design Professional and is incorporated by reference into the terms and conditions of that agreement.

Design and Professional Consulting Staff

Prime Firm:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Document 00455: Background Screening of Contractual Personnel

Project No:
Location No:
Project Title:
Facility Name:

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

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

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

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

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared

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

1. Contractor Name: _____

   Address: _____

2. My relationship to the Contractor named in (1) above is: _____
   (List relationship such as sole proprietor, partner, president, vice president, etc.)

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

TO BE COMPLETED AT THE TIME OF SUBMISSION OF POST-AWARD DOCUMENTS INDICATED IN DOCUMENT 00200. COMPLIANCE WITH SECTION 1012.465, FLORIDA STATUTES IS REQUIRED PRIOR TO ISSUANCE OF DOCUMENT 00550, NOTICE TO PROCEED.

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

BY: _____ **DATE:** _____

NAME (Printed) _____ **TITLE:** _____

Notarization

State of: _____)

County of: _____)

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

_____

who is personally known to me or did produce: _____

an identification and who did take an oath.

Notary Public: _____ **Affix Seal**

Commission Expires on: _____

School Board of Broward County – Contractors & Vendors

Those who need to request entry badges to the Broward School Board Facilities need to go to http://www.broward.k12.fl.us/police/secclear.html and follow the instructions for Fieldprint registration and scheduling process.

Before processing your documentation, you need to have a signed contract or Purchase Order and a Vendor number; to obtain a Vendor number please call (754) 321-2374.

All vendors and contractors must provide the necessary information as soon as possible to Fieldprint. These documents can be found by selecting "Click Here for Forms and Other Necessary Information" hyperlink.

If you have any questions, please call Security Clearance Department at 754-321-2374.

(Remainder of page intentionally left blank)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Lakdas/Yohalem Engineering, Inc.

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

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

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

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

5 Address (number, street, and apt. or suite no.) See instructions.
2211 NE 54th Street

Requester's name and address (optional)

6 City, state, and ZIP code
Fort Lauderdale, FL 33308

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
6 5 – 0 0 1 4 2 4 8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶ 12-07-2023

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

The School Board of Broward County, Florida

Professional Services Agreement

ATTACHMENT 8

Truth in Negotiations Certification

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

(Firm's Letterhead)

PROJECT NAME:

AMOUNT OF CONTRACT:

CERTIFICATE OF TRUTH IN NEGOTIATION

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

PROJECT NAME (S)

Are accurate, complete and current as of

(Day), (Month) (Year)

FIRM: (Name exactly as listed on contract)

PRESIDENT:

By: _____

Reference: Florida Statutes 287.055

The School Board of Broward County, Florida PSA Attachment 9

ACH Payment Agreement Form

VENDOR NAME: Lakdas/Yohalem Engineering, Inc. (Mail Payments)

Authorization Agreement

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

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

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

Account Information

Name of Bank or Financial Institution: N/A (Mail Payments)

Branch/ State: N/A

Routing No: N/A

Account No: N/A Checking ☐ Savings ☐

VENDOR AREA:
Remittance Confirmation:
(please select one) Fax ☐ Email ☑

Federal Identification No. Vendor 65-0014248 TAX ID# ☑ SS# ☐

Update Purchase Order Fax & Email Address

Centralized Fax Number 954-771-0519 **Dept.** _____

Centralized Email lye@lyengineering.com **Dept.** _____

Centralized Phone No. 954-771-0630 **Dept.** _____

Signature

Authorized Signature (Primary) and Business title: Lakdas Nanayakkara,P.E./President **Date:** 12-07-23

Authorized Signature (Joint) and Business title: _____ **Date:** _____

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

This form must be returned to: SBBC – Purchasing – Data Strategy Group
7720 W. Oakland Park Blvd, Sunrise FL 33351 call: 754-321-0516 or fax # 754-321-0533

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered ___ Initials: _

Attachment C.10

The School Board of Broward County, Florida

RFQ # and NAME FY24-041 Continuing Contracts for Structural Engineering Services

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

In accordance with the RFQ, each Proposer must disclose, in its RFQ, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee

Check one of the following and sign:

☑ I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

Signature

LAKDAS JOHALEM ENGINEERING INC
Company Name

LAKDAS JAYAKKARA
Name of Official

2211 NE 54th STREET
Business Address

FORT LAUDERDALE, FLORIDA, 33308
City, State, Zip Code

Staff Rate Breakdown

TSSC
7720 W Oakland Park Blvd.
Sunrise, Florida 33351

PSA Attachment 11

(754) 321-0510

RFQ Number/Name	**FY24-041 - Continuing Contracts for Structural Engineering Services**
Proposer's Company Name	**Lakdas/Yohalem Engineering, Inc.**
Dated Submitted	**October 31, 2023 (Revised 11-07-23)**

Staff Rate Breakdown For Professional Services

Staff Classification (Remove this note prior to submitting this form: Below are Examples. ADD/REVISE Positions as Applicable to your firm.)	**Maximum Raw Hourly Rate ($)**	**Multiplier**	**Total**
Lakdas/Yohalem Engineering, Inc.			
Principal In Charge	$78.00	2.90	$226.20
Senior Project Manager	$55.00	2.90	$159.50
Project Manager	$52.00	2.90	$150.80
Senior Engineer	$50.00	2.90	$145.00
Engineer	$40.00	2.90	$116.00
Inspector	$35.00	2.90	$101.50
CADD/Designer	$30.00	2.90	$87.00
Administrative Support	$24.00	2.90	$69.60
Subconsultant Firm for "Providing: WHAT's THE SERVICE" (NAME)			
Principal In Charge			$0.00
Senior Project Manager			$0.00
Project Manager			$0.00
Senior Engineer			$0.00
Engineer			$0.00
CADD/Designer			$0.00
Administrative Support			$0.00
Supplemental Services Multiplier			

Note 1: These rates will be set for the first three (3) years. Rate adjustments may be considered for additional year extensions (if applicable). Rate adjustments will be approved by the Office of Facilities & Construction's Director (Pre-Construction) with copy to the Purchasing Agent (Construction).
Note 2: Reimbursable expenses (a.k.a. allowances) should be direct costs with no mark-up.

FEMA_REQUIREMENTS

PSA Attachment 12

1. **Added Terms and Conditions.** The Awardee ("Consultant") shall incorporate the following FEMA terms and conditions into all construction and bid documents for projects subject to receipt of any grant, contract, loan, insurance, or guarantee involving federally assisted construction. Consultant shall itself comply with all terms and conditions which apply to the professional design services provided for such projects.

2. **Compliance with Federal Law. Re2ulations and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

a. **Davis-Bacon Act,** as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excel of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

b. The contracts must also include a provision for compliance with the **Copeland "Anti- Kickback" Act** (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal Entity must report all suspected or reported violations to the Federal awarding agency.

1. Contractor. The contractor shall comply with 18 U.S.C. 874, 40 U.S.C. 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

11. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate.

instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

c. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Consultant will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

11. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by this section.

111. Withholding for unpaid wages and liquidated damages. The School Board of Broward County, Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

1v. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in Articles I. i.e. through (4) of this section and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

d. **Clean Air Act.** The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et. Seq.

The contractor agrees to report each violation to the School Board of Broward County and understands and agrees that the School Board of Broward County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

e. **Federal Water Pollution Control Act.** The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The contractor agrees to report each violation to the School Board of Broward County and understands and agrees that the School Board of Broward County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

3. **Recovered/Recycled Materials.** In the performance of this contract, the contractor shall make maximum use of products containing recovered/recycled materials that are EPA- designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance; meeting contract performance requirements; or at a reasonable price. If such materials are not available, then materials used for the manufacture or construction of any supplies, materials or equipment covered by this project shall be new unless otherwise specified. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. If recovered/recycled materials are not available, the items bid must be new, the latest model, of the best quality and highest-grade workmanship as needed for the particular procurement.

If a proposed recovered/recycled material has been determined to be unsafe for children in the schools, then only new material shall be used.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website,

https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

4. **Equal Employment Opportunity.** Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The following shall be incorporated into the Agreement for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(I) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a

part of such employee's essential job functions discloses the compensation of such other employees or applicants to individual who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontractor purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(Remainder of page intentionally left blank)

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subconsultants with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

5. **Contract Work Hours and Safety Standards.** Consultant and contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

6. **Policies, Local, State and Federal Laws.** Consultant and contractor agree to comply with all School Board Policies, local, state and federal laws, including, but not limited to, the federal Clean Air Act and Clean Water Act.

7. **Energy Efficiency.** Consultant and contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8. **Rights to Inventions Made Under A Contract Or Agreement.** Any invention developed during the performance of work under a federal award or grant shall provide for a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

9. **Certification.** Contractors applying or bidding for an award of $100,000 or more must file the required certification: Each tier ce1tifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. **DHS Imagery.** A contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

11. **Access to Records.** The contractor agrees to provide the School Board of Broward County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

a. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

b. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

c. In compliance with the Disaster Recovery Act of 2018, The School Board of Broward County, Florida and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

12. **Changes.** The cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of the applicable Federal grant or cooperative agreement, and reasonable for the completion of project scope.

13. **Breach.** A breach of any of the articles above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R.

14. **Debarment and Suspension <Executive Orders 12549 and 12689).** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the School Board of Broward County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the School Board of Broward County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. **Byrd Anti-Lobbying Amendment.** Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

16. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

[End of FEMA REQUIREMENTS]

(Remainder of page intentionally left blank)

e-Builder. The Consultant shall use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Consultant and PC; pay applications/invoicing; requests for change orders; material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

a. Licenses shall be provided to Consultant to permit access and use of e- Builder for all projects awarded by Owner. Such licenses(s) shall be valid throughout the duration of the project(s).
b. Form Module. The e-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes All e-mailed communications.
c. Workflows. Any and all responses or required responses to an open Action Item or to an initiated Workflow process shall be input and managed through e-Builder Work Flow processes that will be executed through e-Builder include but are not limited to the procedures identified in the Professional Services Agreement - Continuing Contracts - Architectural.
d. Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi- weekly design meetings (while in design) weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, etc.) and other design and/or construction milestones and deadlines.
e. Meetings. Information to be submitted through e-Builder related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which must occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes template) and confirmation of actual meeting attendees.
f. Access to e-Builder and Licensing. Consultant shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employees(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder.

This information together with a request for licensing shall be sent to:
Atkins, Program Controls Support
(754) 321-01537, - ebuilderLicense@browardschools.com.

Upon receipt, review and acceptance of the request, access information and logins shall be provided to Consultant.

Training shall be coordinated, scheduled, and provided to those provided access and licenses by Atkins. Additional training may be provided based on availability.

[End of E-BUILDER REQUIREMENTS

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

THIS AGREEMENT, made this, 23rd day of January in the year 2024, by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA** (hereinafter called the "**Owner,**" "**SBBC**" and/or "**Board**"), and:

CONEMCO ENGINEERING, INC. DBA CONEMCO CONSULTANTS

Hereinafter, "**Consultant**," for various projects. It is agreed that this Agreement is an "Open End" Agreement in that the Owner will from time to time during the term of this Agreement require services from the Consultant on various different projects with estimated construction costs that do not exceed the limit set forth in Section 287.055(2)(g), Florida Statutes as amended from time to time. Rather than enter into separate agreements each time that is required, the Owner and Consultant shall enter into this Agreement. The terms and conditions of this Agreement shall govern each of the individual projects that the Consultant is hired to provide services for. Attached as **Attachment 1** to this Agreement is a general "Scope of Work for Structural Engineering Services," which has been negotiated and agreed upon by all parties. The Owner will assign increments of Work to the Consultant via an Authorization to Proceed ("ATP"), Attachment 4, which will be completed for each project or service to which the Consultant is assigned. Each ATP, which includes forms for the Professional Services required, Project Schedule and Professional Fee, shall be completed by the Owner and Consultant evidencing the services, fees, time, etc. for that particular project and confirming that the terms and conditions of this Agreement apply. Each project assigned to the Consultant will be identified by the Owner's assigned project numbers. For each project, some or all of these Services will be part of the Scope of Work for that particular project. In addition, other services may be required.

The term of this Open-End Agreement commences on the date of this Agreement as set forth above. Unless extended pursuant to the terms of the Agreement, no new projects may be assigned under this Open-End Agreement upon expiration of the initial Three (3) year term of the Agreement. The total dollar amount for all fees to be paid to the Consultant for all projects pursuant to this Agreement may not exceed Two hundred fifty Thousand ($250,000) Dollars during the initial three (3) year term of the Agreement. The Agreement may be extended by two (2) additional, one-year periods with a limit increase of One Hundred Thousand ($100,000) Dollars per year of extension. The Owner and Consultant agree as follows:

(Remainder of page intentionally left blank)

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS
ARTICLE 2 CONSULTANT SERVICES AND RESPONSIBILITIES
ARTICLE 3 SUB-CONSULTANTS
ARTICLE 4 THE OWNER'S RESPONSIBILITIES
ARTICLE 5 BASIS OF COMPENSATION
ARTICLE 6 PAYMENTS TO THE CONSULTANT
ARTICLE 7 INDEMNIFICATION CLAUSE
ARTICLE 8 INSURANCE
ARTICLE 9 GENERAL PROVISIONS
ARTICLE 10 INCORPORATION OF DOCUMENTS INTO AGREEMENT

ATTACHMENTS C:

Attachment 1: Scope of Work
Attachment 2: Consultant's Invoice Form, Design Professional Reimbursement Form (Individual project invoices required)
Attachment 3: Electronic Media Submittal Requirements
Attachment 4: Authorization to Proceed (ATP) Form (one per project)
Professional Services Required – page 1 of 3 (one per project)
Project Schedule – page 2 of 3 (one per project)
Professional Fee – page 3 of 3 (one per project)
Attachment 5: List of Project Team Members (one per project)
Attachment 6: Document 00455 – Background Screening
Attachment 7: IRS Form W-9
Attachment 8: Truth in Negotiations Certificate
Attachment 9: ACH Payment Agreement Form
Attachment 10: Conflict of Interest Form
Attachment 11: Staff Rate Breakdown for Design Professional Services
Attachment 12: FEMA Requirements
Attachment 13: E-Builder Requirements

(Remainder of page intentionally left blank)

ARTICLE 1 – DEFINITIONS

1.1 **The Office of Facilities & Construction ("Office" or "OFC"):** The Owner's organizational entity which acts as liaison between the Consultant and Owner and provides day to day management and other professional services on the Owner's behalf. Various members of the Office of Facilities and Construction, acting as representatives of the Owner, will meet with the Consultant at periodic intervals throughout the preparation of the Contract Documents to assess the progress of the Work in accordance with approved schedules. Office personnel will also examine documents submitted by the Consultant, including invoices, and will promptly render decisions and/or recommendations pertaining thereto to avoid unreasonable delay in the progress of the Consultant's work. The Project Manager shall be principally responsible for direct communication to the Consultant and the Contractor.

1.2 **The Chief Facilities & Construction Officer, Office of Facilities & Construction:** An employee of The School Board of Broward County, Florida, who has the authority and responsibility for oversight and management of all projects for the Owner. Referred to hereinafter as the Chief Facilities & Construction Officer or Chief Facilities Officer.

1.3 **Authorization to Proceed (ATP):** A document in the form of Attachment 4 to this Agreement, accompanied by a fully executed Purchase Order, issued by the Owner to the Consultant, authorizing the performance of specific professional services and commencement of a Phase as defined in Article 2.1 through Article 2.8, and stating the time for completion and the amount of fee authorized for such services.

1.4 **Basic Services:** Those services defined in Attachment 1.

1.5 **Other Basic Services:** Those services defined in Attachment 1.

1.6 **Supplemental Services:** Those services defined in Attachment 1.

1.7 **Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered and licensed professionals who has entered into a contract with the Owner to provide professional Structural Engineering services pursuant to the terms of this Agreement.

1.8 **Project Scope:** The activities necessary to respond to the Owner's requirements for the various projects, refer to Attachment 1.

1.9 **Project Budget:** The sum, established by the Owner, as available for the entire Project, including but not limited to the construction budget (Fixed Limit of Construction Cost ("FLCC")), land costs, costs of furniture, fixtures and equipment (FF&E), financing costs, compensation for all professional services, costs of Owner-furnished goods and services, contingency allowances and other similar established or estimated costs.

1.10 **Project Schedule:** The Owner's requirements for the progress of activities associated with the Project identified by milestones and required completion dates for Consultant services defined by this Agreement.

1.11 **The Contract Documents:** The Contract Documents as used herein refer to the Agreement

Form, Exhibits, Attachments, Educational Specifications, including any and all modifications thereto, issued before and after execution of the Contract and all Exhibits, attached thereto used by the Owner to establish a construction contract with the Contractor. These Contract Documents, and their requirements for the Consultant are incorporated by reference into this Agreement. Refer to Article 10 for the provisions of the RFQ incorporated into the Agreement.

1.12 **Contractor:** The individual, partnership, corporation, association, joint venture, or any combination thereof, who has entered into a contract with the Owner for construction of schools, administrative and support buildings, or various other types of facilities and incidents thereto.

1.13 **Program Manager:** AECOM The entity retained by the School Board of Broward County, Florida, to oversee the execution and delivery of the projects, and act as the Owner's Representative.

1.14 **Project Manager:** An employee of the District or Program Manager to manage the Project as a direct representative of the Owner.

1.15 **The Project:** The construction, alteration or repair, and all services and incidents thereto, comprising a facility as contemplated and budgeted by the Owner.

1.16 **Sub-Consultant:** A person or organization of properly registered and licensed professionals who have entered an agreement with the Consultant to provide professional Structural Engineering services for the Project.

1.17 **Superintendent of Schools:** The duly appointed executive officer of the Owner authorized to act by and through the Owner, referred to hereinafter as the **Superintendent**.

1.18 **Fixed Limit of Construction Cost (FLCC):** The total dollar value of all costs to construct each project.

1.19 **Building Code Inspector (BCI):** A licensed employee or designee of The School Board of Broward County, Florida, who provides plan review and construction inspection for code compliance, and report non-compliant work to the Project Manager and Project Consultant.

1.20 **Value Engineering:** Value Engineering (VE) is the creative, organized process of analysis of a project as to cost and/or performance with a focus on analysis of the proposed facility (and its systems, assemblies, or components) and the elimination or modification of those features which add cost without contributing to that facility's required function or design value.

1.21 **Constructability:** Constructability is the creative, organized process of reviewing a project's drawings, specifications, and other project documentation with a goal of eliminating design, detailing, and specification problems which might render the construction contract documents unbuildable or requiring extensive Addenda or Change Orders to make them buildable.

1.22 **The Project Team:** The Owner, Program Manager, and the Consultant who work jointly

during the design, construction, and warranty phases.

1.23 **Substantial Completion:** The term Substantial Completion as used herein, shall mean that point at which all work associated with the Project, or contractually defined phase or portion of the Project, has received a fully executed Certificate of Occupancy (OEF 110B Form) or Certificate of Completion, whichever is applicable.

1.24 **Chief Building Official, Inspections and Code Compliance (CBO):** The officer or other designated authority charged with the administration and enforcement of all applicable codes, or a duly authorized representative.

1.25 **Design Criteria:** Owner design requirements for all architectural and engineering disciplines.

1.26 **Negotiated Unit Prices:** unit prices for professional services to be utilized during various phases of each project under this Agreement. The Consultant's proposal shall serve as the basis for Negotiated Unit Prices. Refer to Articles 5 and 6 for terms of compensation and payment.

ARTICLE 2 – CONSULTANT SERVICES AND RESPONSIBILITIES

2.1 **Consulting Services:** The Consulting Services are those set forth in the Professional Services Required form attached as Attachment 1 hereto and incorporated by reference. It should be noted that the Consulting Services may be some or all of those services listed on Attachment "1" to this Agreement, or other services designated by Owner.

2.2 **Standard of Care and Representations:**

2.2.1 Standard of Care: The Owner's engagement of the Consultant is based upon the Consultant's representations to the Owner that: (A) it is an organization of experienced professionals, authorized and licensed to do business in Florida; (B) the person responsible for performance pursuant to this Agreement is currently a registered Professional Architect or Engineer in the State of Florida; (C) it is qualified, willing and able to perform services for the Project; and that (D) it has the past experience and ability to provide services which will meet the Owner's objectives and requirements.

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

2.2.3 Any defective or deficient work furnished by the Consultant shall be promptly corrected by the Consultant at no cost to Owner, without limitations to other remedies or rights of Owner. Owner's approval, acceptance, or use of or payment for all or any part of Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations

or Owner's rights hereunder. The Consultant shall utilize the same personnel over the course of the Work and shall, if requested by the Owner, replace personnel whom the Owner has found to be incompetent or to whom the Owner otherwise reasonably objects.

2.2.4 All services provided by the Consultant shall: (A) be in accordance with all applicable codes, including but not limited to, Florida State Board of Education Regulations, Chapter 6A-2.010 (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities)("SREF"), the Florida Building Code ("FBC"), the Florida Fire Protection Code, the Americans With Disabilities Act (ADA), in effect at the time of execution of this Agreement, and its referenced codes and standards; Crime Prevention Through Environmental Design (CPTED) (Broward Sheriff's Office), and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes); (B) be provided for the benefit of the Owner and not for the benefit of any other party; and (C) include all Consultant services normally required for a project of this type as listed in the Scope of Work (Attachment 1 to this Agreement).

2.2.5 **Approval of Documents**: Owner's approval of or comments on any of the documents submitted to Owner by Consultant shall not be deemed the approval of or by another governmental authority having jurisdiction over the project and Consultant acknowledges that the aforesaid authorities may require modifications of any of the documents submitted by Consultant. Subject to Article 2, such modifications shall be made at no cost to Owner.

ARTICLE 3 – SUB-CONSULTANTS

3.1 **Sub-Consultants' Relations:**

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

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

3.2 **Proposed Sub-Consultants:**

3.2.1 The Consultant proposes to utilize the Sub-Consultants identified in Attachment 5 (List of Project Team Members)

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

3.2.3 The Consultant shall, not later than ten (10) days after the date of this Agreement, submit a list of contact information for Sub-Consultants which includes contact names, firm addresses, telephone and fax numbers and email addresses. Any future changes to Sub-Consultants must also be submitted no later than ten (10) days after the date the change was made.

ARTICLE 4 – THE OWNER'S RESPONSIBILITIES

4.1 **Information, Documents and Services:** The Owner shall consult with the Consultant and provide such information regarding requirements for the Project as are reasonably necessary for Consultant to perform its services.

4.2 **Owner Furnished Items:** When documents, services, or other materials furnished by the Owner for the Consultant's use are deemed by the Consultant as inappropriate, inaccurate, or otherwise unreasonable, the Consultant shall notify the Owner of its opinion immediately upon discovery of same. Owner will notify Consultant upon delivery of any inaccurate data provided to the Consultant. Failure of the Consultant to notify the Owner shall result in the Consultant being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, delays or other compensation related to the use of those Owner furnished materials.

4.3 **Project Management:**
The Director of Preconstruction: The Director of Preconstruction or designee shall act on behalf of the Owner in all matters pertaining to this Agreement and shall approve all Authorizations to Proceed to the Consultant and all invoices for payment to the Consultant.

ARTICLE 5 – BASIS OF COMPENSATION

5.1 **Professional Basic Service Fees ("Fee"):**

5.1.1 The Owner agrees to pay the Consultant, and the Consultant agrees to accept for services rendered pursuant to this Agreement, based upon a Cost Plus with a Guaranteed Maximum based on a Multiple of Direct Personnel Expenses as set forth in Attachment 11 based on the fee schedule as set forth in Attachment 4 attached hereto and incorporated by reference. If Owner and Consultant cannot mutually agree to a Cost Plus with a Guaranteed Maximum based on Direct Personnel Expense, the Owner may secure services from an independent source or from the Owner's resources.

5.2 **Supplemental Fee:**

5.2.1 The Fee listed above is based on the scope of services for a project of this scope, size, and complexity.

5.2.2 If the Owner authorizes an increase or decrease in the scope, size or complexity of the Project, the Fee will be adjusted as mutually agreed upon, in writing, by Owner and Consultant.

5.2.3 The Consultant may be authorized to perform Supplemental Services. The fee for such services will be based upon a Cost Plus with a Guaranteed Maximum based on a Multiple of Direct Personnel Expenses. Where a mutually agreeable Cost Plus with a Guaranteed Maximum based on Direct Personnel Expense cannot be arrived at, the Owner may secure services from an independent source or from the Owner's resources. The Consultant shall provide any information and/or copies of project documentation necessary to facilitate the provision of said supplemental services by others.

5.3 **Multiple of Direct Salary Expense:**

5.3.1 Where this Agreement or Attachments 4 hereto indicates a fee computed on the basis of a Multiple of Direct Salary Expense, such fee shall be based on a negotiated multiple of the Direct Personnel Expense as set forth in Attachment 11.

5.3.2 Should overtime work be necessary for work compensated by this fee method, the Consultant's authorization and compensation for such work shall be approved by the Chief Facilities & Construction Officer or his designee, in writing, and stated in Attachment 4 or other documents executed by Owner and Consultant.

5.4 **Direct Personnel Expense:** Direct Personnel Expense is defined as the salary rate, as determined from salaries reported to the Director of Internal Revenue, of the personnel engaged directly on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

5.5 **Reimbursable Fees:**

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

5.5.2 Authorized travel outside the areas of Dade, Broward and Palm Beach Counties, lodging and meals in connection with the Project (subject to the limitations imposed by Chapter 112.061, Florida Statutes); long distance communications (except for long distance charges for calls placed to others living outside the Consultant's local calling area), and fees paid for securing approval of authorities having jurisdiction over the work, reproductions, postage and handling of Drawings, Specifications and other documents, and, if authorized

in advance by the Owner, expense of overtime work requiring higher than regular rates.

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

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

ARTICLE 6 – PAYMENTS TO THE CONSULTANT

6.1 Payment for Basic Services and Supplemental Services:

6.1.1 Payments for Basic and Supplemental Services may be requested monthly (on the Owner's standard invoice format) in proportion to services performed during each portion of the work or other basis as set forth in the Schedules attached hereto and conforming to the attached Consultant's proposal for Attachment 1 – "Scope of Work". Owner in its sole discretion shall determine if the payment requested is in accordance with the proportion of the work performed.

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

Unit prices and hourly rates shall be administered in accordance with Attachment "11" as attached hereto. Actual hours shall be rounded off to the nearest fifteen (15) minute intervals.

Charges shown on Attachment "11" are for time of engineering technicians' portal to portal, spent in sampling, conducting field or laboratory tests or inspections, and tests not otherwise charged on unit price basis. Overtime, at the Owner's request, is for work before 7:00 AM and after 5:00 PM, over eight (8) hours per regular day, forty (40) hours per week, Saturday, Sunday and Holidays.

In the event the testing technician, through no fault of the technician or of the Consultant, is unable to conduct a test within thirty (30) minutes after the time scheduled for the test or within thirty (30) minutes of the technician's arrival on-site ready to conduct the test, whichever is later, the appropriate hourly technician rate from Attachment "11" shall apply to any excess time spent by the technician beyond the normally expectable amount of time for conducting such a test plus thirty (30) minutes. These charges shall be verified and documented between the Consultant and the Owner at the time of occurrence. This charge shall apply to concrete, soils, and any other test which is based on the unit prices described in Attachment "11".

6.1.2 No payments shall be due to Consultant unless and until all materials, forms and documents required by Owner have been provided by Consultant and its Sub-Consultant to Owner or others who are to receive same. The Owner retains the right to withhold payment from the Consultant for non-performance of the Consultant during any phase or portion of the Project.

6.1.3 The Consultant shall submit invoices in the Owner's required invoice format (Attachment 2) as provided.

6.1.4 All submitted invoices shall have copies of referenced Scope of Work and the Authorization to Proceed (ATP) attached.

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

6.1.6 The Consultant shall submit a monthly S/M/WBE Monthly Subcontractor Utilization Report with the monthly request for payment, on forms provided by the Owner.

6.2 Payment for Reimbursables:

6.2.1 Payment for Reimbursables may be requested monthly (on the Owner's standard invoice format, Attachment 2) based on actual costs.

6.2.2 Payments are due and payable within thirty (30) days from receipt of the Consultant's invoice.

6.3 Project Suspension:

6.3.1 If the Project is suspended for the convenience of the Owner for more than three (3) months or terminated in whole or in part during any Phase, the Consultant shall be paid for services authorized by an Authorization to Proceed which were performed prior to such suspension or termination, together with the cost of Reimbursable Services and expenses then due.

ARTICLE 7 - INDEMNIFICATION CLAUSE

7.1 Indemnification:

7.1.1 To the fullest extent permitted by law, the Project Consultant shall indemnify, and hold harmless the owner, its members, officers, employees and agents (hereinafter collectively "Related Parties") from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of this contract.

7.1.2 In any and all claims against the Owner by any employee of the Consultant, or anyone for whose acts the Consultant may be liable, the obligations for Consultant to indemnify Owner under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant under workman's compensation acts, disability acts, or other employee benefit acts.

7.1.3 In the event that any claims are brought, or actions filed against the Owner with respect to the indemnity contained herein, the Consultant agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. The Consultant agrees that the Owner may select the attorneys to appear and defend such claims or actions on behalf of the Owner. The Consultant further agrees to pay, at the sole expense of the Consultant, the attorney's fees and costs incurred by those attorneys selected by the Owner to appear and defend such claims or actions on behalf of the Owner. However, if the claims or actions are covered by insurance and such coverage is acknowledged by the insurance company in writing to the Owner, then, in that case, the insurance company shall choose counsel, direct the defense and be the judge of the acceptability of any compromise or settlement of any such claims or actions against the Owner which are within the insurance policy limits and are paid by the insurance company solely. Otherwise, if the claims or actions are not covered by insurance, then, at its sole option the Owner shall have the sole authority for the direction of the defense and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions asserted against the Owner.

ARTICLE 8 – INSURANCE

8.1 General Insurance Requirements:

8.1.1 The Consultant shall not start work under this Agreement until the Consultant has obtained all insurance required hereunder and such insurance has been approved by the Owner.

8.1.2 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this Agreement shall have an "A" rating, or better, and a financial rating of no less than VI in the current A.M. Best Manual OR hold a Moody's Investors Service Financial Strength of "Aa3" or better.

8.1.3 All insurance policies required under this Agreement shall be endorsed to be primary of all other valid and collectable coverages maintained by the Owner. The Owner shall be named as an additional insured under the General Liability policy, including Products Liability, shall include the Owner's Project number and full Project title (including applicable facility name) on the Certificate.

8.1.4 The Consultant shall furnish certificates of insurance to the Owner for review and approval at the time of execution of this Agreement and shall maintain same at all times during the term of this Agreement.

8.1.5 The Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO), unless approved by Owner and shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the Consultant. No material change or cancellation of the insurance shall be effective without a 30-day prior written notice to and approval by the Owner. All Certificates shall list the Owner's project number and full project title (including applicable facility name).

8.2 Insurance Required:

8.2.1 **Automobile Liability Insurance:** The Consultant shall maintain Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in amounts not less than $1,000,000 per occurrence for bodily injury and property damage combined single limit and shall not be less than the standard ISO Business Auto Policy CA 00 01.

8.2.2 **Professional Liability (Errors and Omissions)**: The Consultant shall procure Professional Liability Insurance in the manner described herein. The deductible shall not be more than Fifty Thousand ($50,000) Dollars for each policy and must be indicated on the certificate of insurance. The limits of the Professional Liability Insurance Policy shall be as follows:

8.2.2.1 Not used.

8.2.2.2 Projects require a practice policy with a per claim/annual aggregate in accordance with the specifications delineated below relative to the cumulative construction value of all projects:

.1 One Million ($1,000,000) Dollars on a per claim/One Million ($1,000,000) Dollars annual aggregate basis for Consultants whose cumulative construction value for all Board contracts is less than Five Million ($5,000,000) Dollars.

.2 One Million ($1,000,000) Dollars on a per claim/Three Million ($3,000,000) Dollars annual aggregate basis for Consultants whose cumulative construction value for all Board contracts is between Five Million One ($5,000,001) Dollars to Ten Million ($10,000,000) Dollars.

.3 One Million ($1,000,000) Dollars on a per claim/Five Million ($5,000,000) Dollars annual aggregate basis for Consultants whose cumulative construction value for all Board contracts is greater than Ten Million One ($10,000,001) Dollars.

The Consultant shall be required to maintain the practice policy in accordance with the above specifications for a period commencing with execution of this contract and terminating three years after final completion of said projects. Should additional projects or change orders be added that increase the cumulative construction value to another tier shown above, the Consultant will be required to show proof of coverage at the higher limit / aggregate. In addition, the Consultant shall provide information regarding the total claims against said practice policy on an annual basis for the term of the contract upon and terminating three years after final completion of the project (Claims/Loss history should be forwarded to the Risk Management Department), as The School Board of Broward County, Florida, deems appropriate.

The Professional Liability insurance must provide for all sums which the Consultant shall be legally obligated to pay as damages for claims arising out of or relating to the negligent services performed by the Consultant or any person employed or acting on the Consultant's behalf (including, but not limited to, Sub-Consultants) in connection with this Agreement. If the Owner, at its sole discretion, agrees that such coverage is not commercially reasonably available, the Owner may, at its discretion, authorize the Consultant to alter the coverage by substituting a lower aggregate or changing any other terms and conditions of the coverage (including but not limited to deductible amounts) based upon the scope of the project.

8.2.3 **Worker's Compensation Insurance:** The Consultant shall maintain Worker's Compensation Insurance in compliance with Chapter 440 of the Florida Statutes. The firm shall maintain Workers' Compensation Insurance for all of its employees connected with the provided services as described in this Agreement in accordance with Florida Statutory limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand ($500,000) Dollars per occurrence.

8.2.4 **General Liability Insurance:** The Consultant shall maintain General Liability Insurance, including Contractual Liability to cover the "Hold Harmless Agreement" set forth herein, with bodily injury limits of not less than One Million ($1,000,000) Dollars per occurrence combined single limit for bodily injury and property damage and not less than the Two Million ($2,000,000) General Aggregate such coverage shall apply separately to each project. The School Board of Broward County, Florida, its members, officers, employees, and agents shall be named as an additional insured under the General Liability policy.

ARTICLE 9 – GENERAL PROVISIONS

9.1 **Performance:**

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

9.1.2 **Task Orders:** The Owner will assign increments of Work to the Consultant via an Authorization to Proceed ("ATP") (Attachment 4) which will be completed for each project or service to which the Consultant is assigned. Each ATP, which includes forms for the Professional Services required, Project Schedule and Professional Fee, shall be completed by the Owner and Consultant evidencing the services, fees, time, etc. for that particular project and confirming that the terms and conditions of this Agreement apply. Each project assigned to the Consultant will be identified by the Owner's assigned project numbers.

9.1.3 **Time for Performance:** The Consultant agrees to start all work hereunder upon receipt of an Authorization to Proceed issued by the Chief Facilities and Construction Officer or his designee and to complete all work within the time stipulated in the Authorization to Proceed (Attachment 4 to this Agreement ("ATP")). The Consultant acknowledges that failure to perform timely may cause the Owner to sustain loss and damages and will be responsible for same. The Consultant agrees that Owner is entitled to recover no less than One Hundred Dollars ($100) per consecutive calendar day of unexcused delay caused by the Consultant's failure to comply with the times set forth in the fully executed ATP. Owner shall have the right to deduct such amounts from payments due and owing to the Consultant.

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

a result of or relating to delays on the Project. Time is of the essence with regard to the performance of this contract.

9.1.5 **Excess Funds:** Any party receiving funds paid by the School Board of Broward County, Florida under this Agreement agrees to promptly notify the School Board of Broward County, Florida of any funds erroneously received from the School Board of Broward County, Florida of upon the discovery of such erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, as amended, applicable at the time the erroneous payment or overpayment was made by the School Board of Broward County, Florida. The erroneous payment and/or overpayment will be promptly transmitted and returned to the School Board of Broward County, Florida with the maximum applicable interest permitted by Florida law.

9.2 **Termination of Agreement:**

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

9.2.2 The Consultant may only terminate this Agreement for a material breach of the Agreement by Owner, and only after Consultant has given the Owner ten (10) days written notice and opportunity to cure such breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, the Consultant is obligated to continue performance in accordance with the terms of this Agreement, unless instructed by the Owner to suspend or delay performance.

9.2.3 Owner may terminate this Agreement for cause, which shall include, but not be limited to, failure of Consultant to comply with any of its material obligations under this Agreement; a decrease in the projected, available Capital Outlay funds which renders continuation of the design or construction of the Project impossible or impractical; or conditions which arise that constitute Force Majeure under Article 9.2.6 of this Agreement. In such event, Consultant shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Consultant's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating this Agreement for cause, then it shall be deemed to be a termination for convenience pursuant to Article 9.2.1 above, and the Consultant's sole compensation shall be compensation in accordance with that paragraph. Whether or not this Agreement is so terminated, the Consultant shall be liable to Owner for any damage or loss resulting from such failure or violation by Consultant. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

9.2.4 **Annulment:** The Consultant warrants that no one has been employed or retained other than an employee working solely for the Consultant, to solicit or secure this Agreement; and that the Consultant has not paid, nor agreed to pay, any company or other person any fee, commission, gift, or other consideration contingent upon the making of this Agreement. For

breach or violation of this warranty, the Owner has the right to annul this Agreement without liability.

9.2.5 **Fixed Fees Exceeding $50,000:** For all Fixed Fees or other "lump-sum" fees for professional service Agreements over Fifty Thousand ($50,000) Dollars the Consultant shall execute a truth-in-negotiations certificate as in accordance with 287.055 and all required language set forth therein. Requirements of Florida Statute 287.055 (2004), as amended, are incorporated herein by reference.

9.2.6 **Force Majeure:** The Owner's or Consultant's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

9.2.7 **Termination of Scrutinized Companies or False Certification**: SBBC reserves the right to terminate this Agreement in accordance with Section 287.135(5), Florida Statues, if the other party is placed on the List of Scrutinized Companies that Boycott Israel or is engaged in a boycott of Israel; is on the List of Scrutinized Companies with Activities in Sudan; is on the List of Scrutinized Companies with Activities in the Iran Petroleum Energy Sector;

or has engaged in business operations in Cuba or Syria. SBBC also reserves the right to terminate this Agreement pursuant to Section 287.135(5), Florida Statues, if the other party is found to have submitted a false certification.

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

9.3.1 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Owner to Consultant pursuant to this Agreement. All costs which the consultant is unable to provide support or documentation to substantiate that it was incurred as represented by the original estimated breakdown of costs or found to be not in compliance with the provisions of this contract, shall be reimbursed to the Owner.

9.3.2 Owner's agent or its authorized representative shall have access to the Consultant's

facilities, shall have access to all necessary records, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

9.3.3 Consultant shall require all Sub-Consultants to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Consultant pursuant to this Agreement.

9.3.4 If an audit inspection or examination in accordance with this article discloses overcharges (of any nature) by the Consultant to the Owner in excess of $25,000, the actual cost of the Owner's audit shall be paid by the Consultant.

9.3.5 **Public Records:** The following provisions are required by Section 119.0701, Florida Statues, and may not be amended. Consultant shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Consultant shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Consultant does not transfer the public records to SBBC. Upon completion of the Agreement, Consultant shall transfer, at no cost, to SBBC all public records in possession of Consultant or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Consultant transfer all public records to SBBC upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(Continued on following page)

Custodian of Public Records
Requel Bell
600 SE 3 Avenue
Fort Lauderdale, FL 33312
754-321-1925
Requel.bell@browardschools.com

9.4 **Ownership of documents:**

9.4.1 The documents developed under this Agreement shall become and be the sole property of the Owner whether the Project for which they were developed is executed or not. The Consultant may maintain copies thereof for its records and for its future professional endeavors, although the Owner shall bear no liability or any responsibility whatsoever for such use of said documents by the Consultant.

9.4.2 In the event of the Consultant's termination under other provisions of this Agreement, the Owner shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

9.4.3 In the event Owner requests any such documents or materials referred to in this Article and Consultant fails to provide same as requested by Owner, then Consultant acknowledges that Owner will be irreparably harmed and subject to an injunction to provide same.

9.4.4 The Owner will not modify or distribute the documents, including electronic media versions, to third parties except for those purposes listed above without the expressed permission and consent of the Consultant. The Owner will delete any title blocks or other marks identifying the originating Consultant from any materials so distributed. The Owner will indemnify the Consultant against any claims that result from the modification of data and disks by the Owner.

9.5 **Electronic Media:** Where this Agreement or referenced provisions in the Contract require the Consultant to provide information or documents in either electronic or magnetic media, the preparation and format of that media shall conform to the Owner's "Electronic Media Submittal Requirements" which are incorporated as Attachment 3 to this Agreement for Open End Services.

9.6 **Attachments and References:**

9.6.1 **The following named attachments are made an integral part of this Agreement:**
Sample Professional Services Agreement (With Attachments).
Attachment 1: Scope of Work
Attachment 2: Consultant's Invoice Form, Design Professionals Reimbursable Form
Attachment 3: Electronic Media Submittal Requirements
Attachment 4: Authorization to Proceed (ATP) Form (one per project)
Professional Services Required page 1 of 3 (one per project)

Project Schedule-page 2 of 3 (one per project)
Professional fee- page 3 of 3 (one per project)
Attachment 5: List of Project Team Members (one per project)
Attachment 6: Document 00455 – Background Screening
Attachment 7: IRS Form W-9
Attachment 8: Truth In Negotiations Certificate
Attachment 9: ACH Payment Agreement Form
Attachment10 Conflict of Interest Form
Attachment11: Staff Rate Breakdown
Attachment12: FEMA Requirements
Attachment13: E -Builder Requirements

Online Documents: The following documents shall be downloaded by the Consultant and are considered as Attachments to this Contract:

Design Standards

http://www.broward.k12.fl.us/facilities_construction/DSS/DS_Docs/DesignStandards.htm

- Design Criteria
- Design and Material Standards - Division 1 thru Division 17
- Document Submittal Checklist for Plan Review

http://www.broward.k12.fl.us/constructioncontracts/D0docs.html

- Specifications – Division 0

State Requirements for Educational Facilities (SREF) latest edition

http://www.fldoe.org/edfacil/sref.asp

- F.I.S.H. layering system for AutoCAD: Note: the laying system is not posted online. It will need to be requested thru:

  Facility Planning and Real Estate
  600 SE 3rd Avenue
  Fort Lauderdale, FL 33312
  754-321-1932

9.7 Extent of Agreement:

9.7.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, written or oral.

9.7.2 This Agreement may not be amended, changed, modified, or otherwise altered after the execution hereof, except by resolution of Owner and an Agreement executed by Owner and

Consultant.

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

9.7.4 This Agreement shall be governed by the laws of the State of Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

9.8 **Strict Performance:** The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

9.9 **Prompt and Satisfactory Correction:** The Owner, at its sole discretion, may direct the Consultant, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation or ordinance.

9.10 **Successors and Assigns:**

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

9.10.2 The Consultant and the Owner each binds one another, their partners, successors, legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

9.11 **Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion:**

9.11.1 **Lower Tier Covered Transactions:** Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in ß 85.200, Debarment or Suspension, ß 85.201, Treatment of Title IV HEA participation, and ß85.215, Exception provision, debarment, or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a primary covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the following certification for it and its principals in any

proposal submitted in connection with such lower tier covered transactions.

9.11.2 Certification and Disclosure

1. The lower tier participant (Consultant) certifies, by entering this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the lower tier participant (Consultant) is unable to certify to any of the statements in this certification, such participant shall provide an explanation to the Owner.

3. The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the Owner shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the fees due and owing to the Consultant, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. (Ch. 287.055, F.S.)

9.12 Non-Discrimination, EEO, and ADAAA

9.12.1 Non-Discrimination – The School Board of Broward County, Florida prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.

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

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

9.13 Captions The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

9.14 **Authority Provision:** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all.

9.15 **Notice Provision** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for giving notice.

To SBBC:

Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to:

Office of the Chief Facilities Officer
600 SE 3 Avenue
Fort Lauderdale, FL 33312
Attn: Deborah G. Czubkowski
Chief Facilities Officer

With a Copy to:

Office of Procurement & Warehousing Services
7720 W Oakland Park Boulevard, Suite 323
Sunrise, FL 33351
Attn: Mary Coker
Director of Procurement & Warehousing Services

With a Copy to:

Office of Facilities and Construction
2301 NW 26th St
Fort Lauderdale, FL 33311
Attn: Sonja Coley
Director, Pre-Construction

And

AECOM, Inc., Owners Representative
2301 NW 26th St
Fort Lauderdale, FL 33311
Attn: Kathleen Langan
Program Director

To Consultant:

Conemco Engineering, Inc. DBA Conemco Consultants
1840 NW 21st
Pompano, FL 33069
Attn: Jose A. Compress
President

9.16 **Excess Funds.** Any party receiving funds paid by The School Board of Broward County, Florida (SBBC) under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

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

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

ARTICLE 10 INCORPORATION OF RFQ INTO AGREEMENT

10.1 In addition to those Attachments and References identified and made part of this Agreement in Article 9.6.1, the provisions of **RFQ No. FY24-041 – Structural Engineering Services** (the "RFQ") are hereby incorporated into this Agreement. In the event of conflict between the provisions contained in this Agreement and the RFQ, the more stringent provision shall prevail. If this Agreement is silent on an issue that is contained with the RFQ, the provisions of the RFQ shall be followed.

(Remainder of page intentionally left blank)

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

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Lori Alhadeff, Chair

ATTEST:

_____
Dr. Peter B. Licata,
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

(Remainder of page intentionally left blank)

FOR PROJECT CONSULTANT

(Corporate Seal)

CONEMCO ENGINEERING, INC. DBA CONEMCO CONSULTANTS

ATTEST:

By _____
Jose A. Compres, President

_____
, Secretary

-or-

_____
Witness

_____
Witness

STATE OF Florida)
)
COUNTY OF Miami)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 06 day of 12, 2023, by JOSE A. COMPRES of **CONEMCO ENGINEERING, INC. DBA CONEMCO CONSULTANTS** on behalf of the corporation or agency.

He/she is personally known to me or produced as Identification and did/did not first take an oath.

My commission expires:
09/23/24

(SEAL)

ANNABEL J. RODRIGUEZ
MY COMMISSION # HH 45663
EXPIRES: September 23, 2024
Bonded Thru Notary Public Underwriters

_____
Signature, Notary Public

Annabel Rodriguez
Printed Name of Notary

HH 45663
Notary's Commission No.

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME this 06 day of December, 2023, appeared _____, and, _____

Jose A. Compres personally known to me to be the persons described in and who executed

the foregoing contract and acknowledge that he executed the same as his free act and deed for the purposes therein

expressed.

WITNESS my hand and official seal in the County and State last official this 06 day of

December, 2023

Notary Public State of Florida

My Commission Expires:
09/23/24

ANNABEL J. RODRIGUEZ
MY COMMISSION # HH 45663
EXPIRES: September 23, 2024
Bonded Thru Notary Public Underwriters

PROJECT SCOPE

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

Professionals Invoice Format

The School Board of Broward County, Florida requires submittal of the Design Professional's invoice on the district's standard invoice forms attached to a transmittal form or letter on the Design Professional's company letterhead. Include the information and attachments described below:

1. Letterhead Containing Firm Information
   A. Firm Name
   B. Address
   C. Telephone and FAX Numbers
   D. Consultant's Invoice Reference Number

2. Address Transmittal/Letter to:

   Office of Facilities and Construction
   The School Board of Broward County, Florida 3775
   SW 16th Street
   Fort Lauderdale, FL 33312
   Attention: Name of Project Manager

3. Ensure that Transmittal/Letter references the following information:
   A. Date of submittal.
   B. The Invoice Number for ATP Number (example: Invoice No. 01 for ATP No. 01).
   C. The School Board of Broward County's Purchase Order No.: (Which will be provided by the Facilities Project Manager at the beginning of the project.)
   D. Name of Facility (and Facility Number).
   E. Name of Project
   F. School Board Project Number

4. Ensure attachment of the following documents to the Transmittal/Letter:
   A. Design Professional's Invoice Form
   B. Design Professional's Reimbursable Invoice Form
   C. Copy of signature page (page 3 of 3) of the Design Professional's Authorization to Proceed.

The School Board of Broward County, Florida
Florida Facilities and Construction Management Department
3775 SW 16th Street Fort Lauderdale, FL 33312 (754) 321-1500

Design Professional (Name) Date:

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

Original Basic Fee	$
Current basic fee	$

INVOICE TOTALS:

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

BASIC FEE TOTALS:

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

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

The School Board of Broward County, Florida
Florida Facilities and Construction Management Department
3775 SW 16th Street Fort Lauderdale, FL 33312 (754) 321-1500

Design Professional's Reimbursable Invoice

Project No:
Project Title:
Design Professional's:
Remit to address:

Facility Name: Invoice No:
SBBC PO No.
ATP No.
Invoice From:
Project Manager:

Item No.	Date	Reimbursable Item	Amount
		Invoice Total	$

Receipts for each Item must be attached.

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

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

Electronic Media Requirements

All Work product for all projects, requires hard copies, electronic copies (PDF) and electronic original copies. The electronic media requirements are as listed below.

ELECTRONIC MEDIA

1.0 General Information

1.1 The School Board of Broward County, Florida contracts with one or more Internet bid advertising and distribution services. The Design Professional shall post the complete bid package to these services upon written notification by the Owner. The posted documents shall be read only documents and the file format shall be PDF.

2.0.1 Software Requirements

2.0.2 Word Processing

2.0.3 Provide word processing files in Microsoft Word for Windows compatible file formats including all information necessary for remote printing.

2.0.4 Spreadsheets

2.0.5 Provide spreadsheet files in Microsoft Excel for windows compatible file formats including all information necessary for remote printing.

2.0.6 Computer aided Design and Drafting

2.0.7 Provide all CADD files as AutoCAD 2010 files, Window's version.

3.0 CAD Standards

3.1 Standard plotted drawing size: 24-inch x 36 inch or 30 inch x 42 inch sheets.

3.1.1 All sheets within a set shall be the same size unless pre-approved otherwise. (for example, survey sheets)

3.2 Design Professional shall provide to the Owner the standard file naming Protocol they will be utilizing.

3.3 CAD File Layering

3.3.1 Conform to the most up to date guidelines defined by the American Institute of Architects (AIA) standard document, "CAD Layer Guidelines."

3.3.2 Provide the required Layering for the Florida Inventory of Schoolhouses (F.I.S.H.) documents.

3.3.1.1 The F.I.S.H. layering scheme is not available on-line. It can be requested through:

Facility Planning and Real Estate
600 SE 3rd Avenue, Fort Lauderdale, FL 33312 754-321-1932

3.3.3 Provide a separate list of all layers which do not conform to the standard AIA CAD Layer Guidelines or the FISH layering scheme.

3.4 No custom hatch patterns shall be utilized.

3.5 All symbols and blocks to have descriptive names.

4.0 Electronic Media Delivery Requirements
4.1 Transmittals shall include the following:

4.0.1 The Project Number, Project Title, and date
4.0.2 The Facility Name
4.0.3 The submittal type.
4.0.4 The format and version of the software.
4.0.5 An attached Listing of file names with the latest document publish dates.

4.1 All electronic media shall contain an attached label which shall identify 4.1.1, 4.1.2, and 4.1.3.

4.1.1 Document clean-up
4.1.2 Before a CADD file is placed on the delivery electronic digital media, the following procedures shall be performed:

4.1.2.1 Purge all files and remove all extraneous graphics outside the border area.

4.1.2.2 Make sure all reference files are attached without device path.

4.1.2.3 All required project files both graphic and nongraphic, shall include color tables, pen tables, font libraries, block libraries, user command files, plot files, etc. All project related blocks must be provided to the Owner as a part of the electronic digital deliverables.

4.1.2.4 Make sure that all support files such as those listed above are in the same directory and that references to those files do not include device Path.

4.2 The following Plot File Development and Project Documentation Information shall be submitted as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.

4.2.1 Documentation of the plot files for each drawing which will be needed to be able to allow identical plotting by the Owner at a later date. This documentation shall include the plotter configuration (e.g., name and model of plotter), pen settings, drawing orientation, drawing

size, and any other special instructions.

4.2.2 Instructions concerning how to generate plotted, drawings from the provided plot files.

4.2.3 Provide all symbols and blocks used in the project in a separate file.

4.3 List of all database/spreadsheet files associated with each drawing, as well as a description and documentation of the database format.

5.0 Ownership: Refer to Agreement for specific Owner and Design Professional's rights.

6.0 Documents for the Construction Contractor:

6.1 The Owner and the Design Professional shall make various electronic information available to the Contractor during the Construction phase of the Project.

7.0 Where electronic media submittals of final site surveys are required: Provide electronic copies of any existing site survey data already on electronic media.

8.0 At the Contractors option, the Design Professional will provide the Contractor one set of AutoCAD (.dwg) electronic file format contract drawings, to be used for as built drawings at the Contractor's option. Note that the Architect's name and information to be removed.

(Remainder of page intentionally left blank)

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, Florida 33311

PSA Attachment 4

Consultant's Authorization To Proceed

Project No.:		Date:	
Location No.:			
Project Title:		SBBC P.O. No.:	
		Line No.:	
Facility Name:		Project Manager:	
Project Consultant:		Dir. Capital Planning & Programming	

Under the provisions of your contract for professional services, you are hereby authorized to proceed with the following services for the project referenced above.

☐ Schematic Design ☐ Design Development ☐ Construction Documents
☐ Bidding ☐ Construction Contract Administration ☐ Warranty
☐ Other Services: Attached:

This Authorization to Proceed is subject to the following attachments:

Attachments:
☐ Professional Services Required
☐ Project Schedule
☐ Professional Fees
☐ Previous ATP's

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

Original FLCC	Current Cost Estimate	Revised FLCC by ATP

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

Item Discipline Description

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, Florida 33311

PSA Attachment 4

Consultant's Authorization To Proceed (Continued)

Project Schedule

Project No. & Location No.: _____ Project Title: _____

Facility Name: _____
Project Consultant: _____

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

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

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, Florida 33311

PSA Attachment 4

Consultant's Authorization To Proceed (Continued)

Professional Fees

Project No. & Location No.: _____ Project Title: _____

Facility Name: _____
Project Consultant: _____

Phase	Original Basic Fee	Fee Authorized by ATP		Fee Previously Paid		Fee Balance	
I (SD) (5%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
II (DD) (10%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
III (CD) (35%/60%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
IV (BID) (65%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
V (CA) (98%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
VI (Warr) (100%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 1)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 2)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 3)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 4)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Total:	$ 0.00	$ 0.00		$ 0.00		$ 0.00	

Payment for these services shall be made In accordance with the provisions of the Professional Services Agreement.

Approved By Consultant				Approved By SBBC			
Name:				Name: Shelley N. Meloni			
Title:				Title: Director, Pre-Construction			
Signature:	_____	Date:	_____	Signature:	_____	Date	_____
Recommended By SBBC							
Name:							
Title: Project Manager, Owner's Representative							
Signature:	_____	Date:	_____	Signature:	_____	Date	_____

This document is part of the Professional Services Agreement between The School Board of Broward County, Florida (Owner) and the Design Professional and is incorporated by reference into the terms and conditions of that agreement.

Design and Professional Consulting Staff

Prime Firm:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Document 00455: Background Screening of Contractual Personnel

Project No:
Location No:
Project Title:
Facility Name:

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

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

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

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

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared

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

1. Contractor Name: _____

   Address: _____

2. My relationship to the Contractor named in (1) above is: _____
   (List relationship such as sole proprietor, partner, president, vice president, etc.)

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

TO BE COMPLETED AT THE TIME OF SUBMISSION OF POST-AWARD DOCUMENTS INDICATED IN DOCUMENT 00200. COMPLIANCE WITH SECTION 1012.465, FLORIDA STATUTES IS REQUIRED PRIOR TO ISSUANCE OF DOCUMENT 00550, NOTICE TO PROCEED.

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

BY: _____ **DATE:** _____

NAME (Printed) _____ **TITLE:** _____

Notarization

State of: _____)

County of: _____)

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

_____

who is personally known to me or did produce:

_____

an identification and who did take an oath.

Notary Public: _____ **Affix Seal**

Commission Expires on: _____

School Board of Broward County – Contractors & Vendors

Those who need to request entry badges to the Broward School Board Facilities need to go to http://www.broward.k12.fl.us/police/secclear.html and follow the instructions for Fieldprint registration and scheduling process.

Before processing your documentation, you need to have a signed contract or Purchase Order and a Vendor number; to obtain a Vendor number please call (754) 321-2374.

All vendors and contractors must provide the necessary information as soon as possible to Fieldprint. These documents can be found by selecting "Click Here for Forms and Other Necessary Information" hyperlink.

If you have any questions, please call Security Clearance Department at 754-321-2374.

(Remainder of page intentionally left blank)

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

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 the "Name" line 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
☐☐☐ - ☐☐ - ☐☐☐☐

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

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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; payments made to you in settlement of payment card and third party network transactions; 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; and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Cat. No. 10231X Form **W-9** (Rev. 8-2013)

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

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

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

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. 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/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

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

The following codes identify payees that 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

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor[*]
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

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

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

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

[*] **Note.** Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, 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.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

The School Board of Broward County, Florida

Professional Services Agreement

ATTACHMENT 8

Truth in Negotiations Certification

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

(Firm's Letterhead)

PROJECT NAME:

AMOUNT OF CONTRACT:

CERTIFICATE OF TRUTH IN NEGOTIATION

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

PROJECT NAME (S)

Are accurate, complete and current as of

(Day), (Month) (Year)

FIRM: (Name exactly as listed on contract)

PRESIDENT:

By: _____

Reference: Florida Statutes 287.055

The School Board of Broward County, Florida PSA Attachment 9

ACH Payment Agreement Form

VENDOR NAME: _____

Authorization Agreement

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

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

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

Account Information

Name of Bank or Financial Institution: _____

Branch/ State: _____

Routing No: _____

Account No: _____ Checking ☐ Savings ☐

VENDOR AREA:

Remittance Confirmation: **(please select one)** _____ Fax ☐ Email ☐

Federal Identification No. **Vendor** _____ TAX ID# ☐ SS# ☐

Update Purchase Order Fax & Email Address

Centralized Fax Number _____ **Dept.** _____

Centralized Email _____ **Dept.** _____

Centralized Phone No. _____ **Dept.** _____

Signature

Authorized Signature (Primary) and Business title: _____ **Date:** _____

Authorized Signature (Joint) and Business title: _____ **Date:** _____

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

This form must be returned to: SBBC – Purchasing – Data Strategy Group
7720 W. Oakland Park Blvd, Sunrise FL 33351 call: 754-321-0516 or fax # 754-321-0533

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered __ Initials: _

The School Board of Broward County, Florida

RFQ # and NAME RFQ FY24-041 Continuing Contract for Structural Engineering Services

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

In accordance with the RFQ, each Proposer must disclose, in its RFQ, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee
N/a	N/a	N/a

Check one of the following and sign:

[X] I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.

[ ] I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

Signature

Conemco Engineering, Inc. DBA Conemco Consultants
Company Name

Jose A. Compres
Name of Official

1840 NW 21st.
Business Address

Pompano, FL 33069
City, State, Zip Code

The School Board of Broward County, Florida

RFQ # and NAME_RFQ FY24-041| Continuing Contract for Structural Engineering Services

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

In accordance with the RFQ, each Proposer must disclose, in its RFQ, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee
N/a		

Check one of the following and sign:

[X] I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.

[ ] I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

Signature

EXP U.S. Services Inc.
Company Name

Kyle Henry
Name of Official

6750 North Andrews Avenue, Suite 200
Business Address

Fort Lauderdale, Florida, 33309
City, State, Zip Code

The School Board of Broward County, Florida

RFQ # and NAME RFQ FY24-041 DESIGN PROFESSIONAL SERVICES
Continuing Contract for Structural Engineering Services

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

In accordance with the RFQ, each Proposer must disclose, in its RFQ, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee
none	n/a	n/a

Check one of the following and sign:

☑ I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

Signature

JORGE A GUTIERREZ ARCHITECT LLC
Company Name

Jorge A. Gutierrez, AIA LEED AP - Principal
Name of Official

14400 NW 77 Court, Suite 104
Business Address

Miami Lakes, Florida 33016
City, State, Zip Code

The School Board of Broward County, Florida
RFQ FY24-041
RFQ # and NAME Continuing Contract for Structural Engineering Services

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

In accordance with the RFQ, each Proposer must disclose, in its RFQ, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee
Not applicable		

Check one of the following and sign:

☑ I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

Signature

Terracon Consultants, Inc.
Company Name

Richard A. Minichiello
Name of Official

5371 NW 33rd Avenue, Suite 201
Business Address

Fort Lauderdale, FL 33309
City, State, Zip Code

Staff Rate Breakdown

PSA Attachment 11

BROWARD County Public Schools

TSSC
7720 W Oakland Park Blvd.
Sunrise, Florida 33351

(754) 321-0510

RFQ Number/Name	FY24-041 - Continuing Contracts for Structural Engineering Services
Proposer's Company Name	Conemco Engineerig INC.
Dated Submitted	Tuesday, November 7, 2023

Staff Rate Breakdown For Professional Services

Staff Classification	Maximum Raw Hourly Rate ($)	Multiplier	Total
Conemco Engineerig INC.			
Principal In Charge	$79.00	2.85	$225.15
Project Manager	$59.00	2.85	$168.15
Senior Engineer	$63.00	2.85	$179.55
Engineer	$45.00	2.85	$128.25
CADD/Designer	$28.00	2.85	$79.80
Administrative Support	$25.00	2.85	$71.25
Engineering - EXP. US. Services INC.			
Principal In Charge	$79.00	2.85	$225.15
Senior Project Manager	$80.00	2.85	$228.00
Project Manager	$59.00	2.85	$168.15
Senior Engineer	$63.00	2.85	$179.55
Engineer	$45.00	2.85	$128.25
CADD/Designer	$28.00	2.85	$79.80
Administrative Support	$25.00	2.85	$71.25
Geotechnical Engineering - Terracon Consultants INC.			
Chief Engineer	$72.60	2.85	$206.91
Principal In Charge	$72.60	2.85	$206.91
Senior Engineer	$60.10	2.85	$171.29
Project Engineer	$52.88	2.85	$150.71
CADD/Designer	$23.25	2.85	$66.26
Senior Engineering Technician	$32.95	2.85	$93.91
Engineering Technician	$22.00	2.85	$62.70
Administrative Support	$20.00	2.85	$57.00
Architect - LEED AP - Jorge A. Gutierrez Architect LLC			
Principal In Charge	$79.00	2.85	$225.15
Project Manager Architect LEED AP	$66.10	2.85	$188.39
Senior Project Manager	$37.50	2.85	$106.88
Project Manager	$37.50	2.85	$106.88
CADD/Designer	$31.73	2.85	$90.43
Administrative Support	$25.00	2.85	$71.25
Supplemental Services Multiplier	$2.85		

Note 1: These rates will be set for the first three (3) years. Rate adjustments may be considered for additional year extensions (if applicable). Rate adjustments will be approved by the Office of Facilities & Construction's Director (Pre-Construction) with copy to the Purchasing Agent (Construction).
Note 2: Reimbursable expenses (a.k.a. allowances) should be direct costs with no mark-up.

FEMA_REQUIREMENTS **PSA Attachment 12**

1. **Added Terms and Conditions.** The Awardee ("Consultant") shall incorporate the following FEMA terms and conditions into all construction and bid documents for projects subject to receipt of any grant, contract, loan, insurance, or guarantee involving federally assisted construction. Consultant shall itself comply with all terms and conditions which apply to the professional design services provided for such projects.

2. **Compliance with Federal Law. Re2ulations and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

a. **Davis-Bacon Act,** as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excel of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

b. The contracts must also include a provision for compliance with the **Copeland "Anti- Kickback" Act** (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal Entity must report all suspected or reported violations to the Federal awarding agency.

1. Contractor. The contractor shall comply with 18 U.S.C. 874, 40 U.S.C. 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

11. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate.

instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

c. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Consultant will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

11. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by this section.

111. Withholding for unpaid wages and liquidated damages. The School Board of Broward County, Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

1v. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in Articles I. i.e. through (4) of this section and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

d. **Clean Air Act.** The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et. Seq.

The contractor agrees to report each violation to the School Board of Broward County and understands and agrees that the School Board of Broward County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

e. **Federal Water Pollution Control Act.** The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The contractor agrees to report each violation to the School Board of Broward County and understands and agrees that the School Board of Broward County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

3. **Recovered/Recycled Materials.** In the performance of this contract, the contractor shall make maximum use of products containing recovered/recycled materials that are EPA- designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance; meeting contract performance requirements; or at a reasonable price. If such materials are not available, then materials used for the manufacture or construction of any supplies, materials or equipment covered by this project shall be new unless otherwise specified. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. If recovered/recycled materials are not available, the items bid must be new, the latest model, of the best quality and highest-grade workmanship as needed for the particular procurement.

If a proposed recovered/recycled material has been determined to be unsafe for children in the schools, then only new material shall be used.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website,

https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

4. **Equal Employment Opportunity.** Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The following shall be incorporated into the Agreement for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(I) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a

part of such employee's essential job functions discloses the compensation of such other employees or applicants to individual who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontractor purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(Remainder of page intentionally left blank)

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subconsultants with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

5. **Contract Work Hours and Safety Standards.** Consultant and contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

6. **Policies, Local, State and Federal Laws.** Consultant and contractor agree to comply with all School Board Policies, local, state and federal laws, including, but not limited to, the federal Clean Air Act and Clean Water Act.

7. **Energy Efficiency.** Consultant and contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8. **Rights to Inventions Made Under A Contract Or Agreement.** Any invention developed during the performance of work under a federal award or grant shall provide for a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

9. **Certification.** Contractors applying or bidding for an award of $100,000 or more must file the required certification: Each tier ce1tifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. **DHS Imagery.** A contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

11. **Access to Records.** The contractor agrees to provide the School Board of Broward County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

a. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

b. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

c. In compliance with the Disaster Recovery Act of 2018, The School Board of Broward County, Florida and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

12. **Changes.** The cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of the applicable Federal grant or cooperative agreement, and reasonable for the completion of project scope.

13. **Breach.** A breach of any of the articles above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R.

14. **Debarment and Suspension <Executive Orders 12549 and 12689).** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the School Board of Broward County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the School Board of Broward County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. **Byrd Anti-Lobbying Amendment.** Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

16. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

[End of FEMA REQUIREMENTS]

(Remainder of page intentionally left blank)

e-Builder. The Consultant shall use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Consultant and PC; pay applications/invoicing; requests for change orders; material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

a. Licenses shall be provided to Consultant to permit access and use of e- Builder for all projects awarded by Owner. Such licenses(s) shall be valid throughout the duration of the project(s).
b. Form Module. The e-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes All e-mailed communications.
c. Workflows. Any and all responses or required responses to an open Action Item or to an initiated Workflow process shall be input and managed through e-Builder Work Flow processes that will be executed through e-Builder include but are not limited to the procedures identified in the Professional Services Agreement - Continuing Contracts - Architectural.
d. Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi- weekly design meetings (while in design) weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, etc.) and other design and/or construction milestones and deadlines.
e. Meetings. Information to be submitted through e-Builder related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which must occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes template) and confirmation of actual meeting attendees.
f. Access to e-Builder and Licensing. Consultant shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employees(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder.

This information together with a request for licensing shall be sent to:
Atkins, Program Controls Support
(754) 321-01537, - ebuilderLicense@browardschools.com.

Upon receipt, review and acceptance of the request, access information and logins shall be provided to Consultant.

Training shall be coordinated, scheduled, and provided to those provided access and licenses by Atkins. Additional training may be provided based on availability.

[End of E-BUILDER REQUIREMENTS

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

THIS AGREEMENT, made this, 23rd day of January in the year 2024, by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA** (hereinafter called the "**Owner,**" "**SBBC**" and/or "**Board**"), and:

EASTERN ENGINEERING GROUP COMPANY

Hereinafter, "**Consultant**," for various projects. It is agreed that this Agreement is an "Open End" Agreement in that the Owner will from time to time during the term of this Agreement require services from the Consultant on various different projects with estimated construction costs that do not exceed the limit set forth in Section 287.055(2)(g), Florida Statutes as amended from time to time. Rather than enter into separate agreements each time that is required, the Owner and Consultant shall enter into this Agreement. The terms and conditions of this Agreement shall govern each of the individual projects that the Consultant is hired to provide services for. Attached as **Attachment 1** to this Agreement is a general "Scope of Work for Structural Engineering Services," which has been negotiated and agreed upon by all parties. The Owner will assign increments of Work to the Consultant via an Authorization to Proceed ("ATP"), Attachment 4, which will be completed for each project or service to which the Consultant is assigned. Each ATP, which includes forms for the Professional Services required, Project Schedule and Professional Fee, shall be completed by the Owner and Consultant evidencing the services, fees, time, etc. for that particular project and confirming that the terms and conditions of this Agreement apply. Each project assigned to the Consultant will be identified by the Owner's assigned project numbers. For each project, some or all of these Services will be part of the Scope of Work for that particular project. In addition, other services may be required.

The term of this Open-End Agreement commences on the date of this Agreement as set forth above. Unless extended pursuant to the terms of the Agreement, no new projects may be assigned under this Open-End Agreement upon expiration of the initial Three (3) year term of the Agreement. The total dollar amount for all fees to be paid to the Consultant for all projects pursuant to this Agreement may not exceed Two hundred Fifty Thousand ($250,000) Dollars during the initial three (3) year term of the Agreement. The Agreement may be extended by two (2) additional, one-year periods with a limit increase of One Hundred Thousand ($100,000) Dollars per year of extension. The Owner and Consultant agree as follows:

(Remainder of page intentionally left blank)

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS
ARTICLE 2 CONSULTANT SERVICES AND RESPONSIBILITIES
ARTICLE 3 SUB-CONSULTANTS
ARTICLE 4 THE OWNER'S RESPONSIBILITIES
ARTICLE 5 BASIS OF COMPENSATION
ARTICLE 6 PAYMENTS TO THE CONSULTANT
ARTICLE 7 INDEMNIFICATION CLAUSE
ARTICLE 8 INSURANCE
ARTICLE 9 GENERAL PROVISIONS
ARTICLE 10 INCORPORATION OF DOCUMENTS INTO AGREEMENT

ATTACHMENTS C:

Attachment 1: Scope of Work
Attachment 2: Consultant's Invoice Form, Design Professional Reimbursement Form (Individual project invoices required)
Attachment 3: Electronic Media Submittal Requirements
Attachment 4: Authorization to Proceed (ATP) Form (one per project)
Professional Services Required – page 1 of 3 (one per project)
Project Schedule – page 2 of 3 (one per project)
Professional Fee – page 3 of 3 (one per project)
Attachment 5: List of Project Team Members (one per project)
Attachment 6: Document 00455 – Background Screening
Attachment 7: IRS Form W-9
Attachment 8: Truth in Negotiations Certificate
Attachment 9: ACH Payment Agreement Form
Attachment 10: Conflict of Interest Form
Attachment 11: Staff Rate Breakdown for Design Professional Services
Attachment 12: FEMA Requirements
Attachment 13: E-Builder Requirements

(Remainder of page intentionally left blank)

ARTICLE 1 – DEFINITIONS

1.1 **The Office of Facilities & Construction ("Office" or "OFC"):** The Owner's organizational entity which acts as liaison between the Consultant and Owner and provides day to day management and other professional services on the Owner's behalf. Various members of the Office of Facilities and Construction, acting as representatives of the Owner, will meet with the Consultant at periodic intervals throughout the preparation of the Contract Documents to assess the progress of the Work in accordance with approved schedules. Office personnel will also examine documents submitted by the Consultant, including invoices, and will promptly render decisions and/or recommendations pertaining thereto to avoid unreasonable delay in the progress of the Consultant's work. The Project Manager shall be principally responsible for direct communication to the Consultant and the Contractor.

1.2 **The Chief Facilities & Construction Officer, Office of Facilities & Construction:** An employee of The School Board of Broward County, Florida, who has the authority and responsibility for oversight and management of all projects for the Owner. Referred to hereinafter as the Chief Facilities & Construction Officer or Chief Facilities Officer.

1.3 **Authorization to Proceed (ATP):** A document in the form of Attachment 4 to this Agreement, accompanied by a fully executed Purchase Order, issued by the Owner to the Consultant, authorizing the performance of specific professional services and commencement of a Phase as defined in Article 2.1 through Article 2.8, and stating the time for completion and the amount of fee authorized for such services.

1.4 **Basic Services:** Those services defined in Attachment 1.

1.5 **Other Basic Services:** Those services defined in Attachment 1.

1.6 **Supplemental Services:** Those services defined in Attachment 1.

1.7 **Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered and licensed professionals who has entered into a contract with the Owner to provide professional Structural Engineering services pursuant to the terms of this Agreement.

1.8 **Project Scope:** The activities necessary to respond to the Owner's requirements for the various projects, refer to Attachment 1.

1.9 **Project Budget:** The sum, established by the Owner, as available for the entire Project, including but not limited to the construction budget (Fixed Limit of Construction Cost ("FLCC")), land costs, costs of furniture, fixtures and equipment (FF&E), financing costs, compensation for all professional services, costs of Owner-furnished goods and services, contingency allowances and other similar established or estimated costs.

1.10 **Project Schedule:** The Owner's requirements for the progress of activities associated with the Project identified by milestones and required completion dates for Consultant services defined by this Agreement.

1.11 **The Contract Documents:** The Contract Documents as used herein refer to the Agreement

Form, Exhibits, Attachments, Educational Specifications, including any and all modifications thereto, issued before and after execution of the Contract and all Exhibits, attached thereto used by the Owner to establish a construction contract with the Contractor. These Contract Documents, and their requirements for the Consultant are incorporated by reference into this Agreement. Refer to Article 10 for the provisions of the RFQ incorporated into the Agreement.

1.12 **Contractor:** The individual, partnership, corporation, association, joint venture, or any combination thereof, who has entered into a contract with the Owner for construction of schools, administrative and support buildings, or various other types of facilities and incidents thereto.

1.13 **Program Manager:** AECOM The entity retained by the School Board of Broward County, Florida, to oversee the execution and delivery of the projects, and act as the Owner's Representative.

1.14 **Project Manager:** An employee of the District or Program Manager to manage the Project as a direct representative of the Owner.

1.15 **The Project:** The construction, alteration or repair, and all services and incidents thereto, comprising a facility as contemplated and budgeted by the Owner.

1.16 **Sub-Consultant:** A person or organization of properly registered and licensed professionals who have entered an agreement with the Consultant to provide professional Structural Engineering services for the Project.

1.17 **Superintendent of Schools:** The duly appointed executive officer of the Owner authorized to act by and through the Owner, referred to hereinafter as the **Superintendent**.

1.18 **Fixed Limit of Construction Cost (FLCC):** The total dollar value of all costs to construct each project.

1.19 **Building Code Inspector (BCI):** A licensed employee or designee of The School Board of Broward County, Florida, who provides plan review and construction inspection for code compliance, and report non-compliant work to the Project Manager and Project Consultant.

1.20 **Value Engineering:** Value Engineering (VE) is the creative, organized process of analysis of a project as to cost and/or performance with a focus on analysis of the proposed facility (and its systems, assemblies, or components) and the elimination or modification of those features which add cost without contributing to that facility's required function or design value.

1.21 **Constructability:** Constructability is the creative, organized process of reviewing a project's drawings, specifications, and other project documentation with a goal of eliminating design, detailing, and specification problems which might render the construction contract documents unbuildable or requiring extensive Addenda or Change Orders to make them buildable.

1.22 **The Project Team:** The Owner, Program Manager, and the Consultant who work jointly

during the design, construction, and warranty phases.

1.23 **Substantial Completion:** The term Substantial Completion as used herein, shall mean that point at which all work associated with the Project, or contractually defined phase or portion of the Project, has received a fully executed Certificate of Occupancy (OEF 110B Form) or Certificate of Completion, whichever is applicable.

1.24 **Chief Building Official, Inspections and Code Compliance (CBO):** The officer or other designated authority charged with the administration and enforcement of all applicable codes, or a duly authorized representative.

1.25 **Design Criteria:** Owner design requirements for all architectural and engineering disciplines.

1.26 **Negotiated Unit Prices:** unit prices for professional services to be utilized during various phases of each project under this Agreement. The Consultant's proposal shall serve as the basis for Negotiated Unit Prices. Refer to Articles 5 and 6 for terms of compensation and payment.

ARTICLE 2 – CONSULTANT SERVICES AND RESPONSIBILITIES

2.1 **Consulting Services:** The Consulting Services are those set forth in the Professional Services Required form attached as Attachment 1 hereto and incorporated by reference. It should be noted that the Consulting Services may be some or all of those services listed on Attachment "1" to this Agreement, or other services designated by Owner.

2.2 **Standard of Care and Representations:**

2.2.1 Standard of Care: The Owner's engagement of the Consultant is based upon the Consultant's representations to the Owner that: (A) it is an organization of experienced professionals, authorized and licensed to do business in Florida; (B) the person responsible for performance pursuant to this Agreement is currently a registered Professional Architect or Engineer in the State of Florida; (C) it is qualified, willing and able to perform services for the Project; and that (D) it has the past experience and ability to provide services which will meet the Owner's objectives and requirements.

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

2.2.3 Any defective or deficient work furnished by the Consultant shall be promptly corrected by the Consultant at no cost to Owner, without limitations to other remedies or rights of Owner. Owner's approval, acceptance, or use of or payment for all or any part of Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations

or Owner's rights hereunder. The Consultant shall utilize the same personnel over the course of the Work and shall, if requested by the Owner, replace personnel whom the Owner has found to be incompetent or to whom the Owner otherwise reasonably objects.

2.2.4 All services provided by the Consultant shall: (A) be in accordance with all applicable codes, including but not limited to, Florida State Board of Education Regulations, Chapter 6A-2.010 (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities)("SREF"), the Florida Building Code ("FBC"), the Florida Fire Protection Code, the Americans With Disabilities Act (ADA), in effect at the time of execution of this Agreement, and its referenced codes and standards; Crime Prevention Through Environmental Design (CPTED) (Broward Sheriff's Office), and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes); (B) be provided for the benefit of the Owner and not for the benefit of any other party; and (C) include all Consultant services normally required for a project of this type as listed in the Scope of Work (Attachment 1 to this Agreement).

2.2.5 **Approval of Documents**: Owner's approval of or comments on any of the documents submitted to Owner by Consultant shall not be deemed the approval of or by another governmental authority having jurisdiction over the project and Consultant acknowledges that the aforesaid authorities may require modifications of any of the documents submitted by Consultant. Subject to Article 2, such modifications shall be made at no cost to Owner.

ARTICLE 3 – SUB-CONSULTANTS

3.1 **Sub-Consultants' Relations:**

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

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

3.2 **Proposed Sub-Consultants:**

3.2.1 The Consultant proposes to utilize the Sub-Consultants identified in Attachment 5 (List of Project Team Members)

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

3.2.3 The Consultant shall, not later than ten (10) days after the date of this Agreement, submit a list of contact information for Sub-Consultants which includes contact names, firm addresses, telephone and fax numbers and email addresses. Any future changes to Sub-Consultants must also be submitted no later than ten (10) days after the date the change was made.

ARTICLE 4 – THE OWNER'S RESPONSIBILITIES

4.1 **Information, Documents and Services:** The Owner shall consult with the Consultant and provide such information regarding requirements for the Project as are reasonably necessary for Consultant to perform its services.

4.2 **Owner Furnished Items:** When documents, services, or other materials furnished by the Owner for the Consultant's use are deemed by the Consultant as inappropriate, inaccurate, or otherwise unreasonable, the Consultant shall notify the Owner of its opinion immediately upon discovery of same. Owner will notify Consultant upon delivery of any inaccurate data provided to the Consultant. Failure of the Consultant to notify the Owner shall result in the Consultant being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, delays or other compensation related to the use of those Owner furnished materials.

4.3 **Project Management:**
The Director of Preconstruction: The Director of Preconstruction or designee shall act on behalf of the Owner in all matters pertaining to this Agreement and shall approve all Authorizations to Proceed to the Consultant and all invoices for payment to the Consultant.

ARTICLE 5 – BASIS OF COMPENSATION

5.1 **Professional Basic Service Fees ("Fee"):**

5.1.1 The Owner agrees to pay the Consultant, and the Consultant agrees to accept for services rendered pursuant to this Agreement, based upon a Cost Plus with a Guaranteed Maximum based on a Multiple of Direct Personnel Expenses as set forth in Attachment 11 based on the fee schedule as set forth in Attachment 4 attached hereto and incorporated by reference. If Owner and Consultant cannot mutually agree to a Cost Plus with a Guaranteed Maximum based on Direct Personnel Expense, the Owner may secure services from an independent source or from the Owner's resources.

5.2 **Supplemental Fee:**

5.2.1 The Fee listed above is based on the scope of services for a project of this scope, size, and complexity.

5.2.2 If the Owner authorizes an increase or decrease in the scope, size or complexity of the Project, the Fee will be adjusted as mutually agreed upon, in writing, by Owner and Consultant.

5.2.3 The Consultant may be authorized to perform Supplemental Services. The fee for such services will be based upon a Cost Plus with a Guaranteed Maximum based on a Multiple of Direct Personnel Expenses. Where a mutually agreeable Cost Plus with a Guaranteed Maximum based on Direct Personnel Expense cannot be arrived at, the Owner may secure services from an independent source or from the Owner's resources. The Consultant shall provide any information and/or copies of project documentation necessary to facilitate the provision of said supplemental services by others.

5.3 **Multiple of Direct Salary Expense:**

5.3.1 Where this Agreement or Attachments 4 hereto indicates a fee computed on the basis of a Multiple of Direct Salary Expense, such fee shall be based on a negotiated multiple of the Direct Personnel Expense as set forth in Attachment 11.

5.3.2 Should overtime work be necessary for work compensated by this fee method, the Consultant's authorization and compensation for such work shall be approved by the Chief Facilities & Construction Officer or his designee, in writing, and stated in Attachment 4 or other documents executed by Owner and Consultant.

5.4 **Direct Personnel Expense:** Direct Personnel Expense is defined as the salary rate, as determined from salaries reported to the Director of Internal Revenue, of the personnel engaged directly on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

5.5 **Reimbursable Fees:**

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

5.5.2 Authorized travel outside the areas of Dade, Broward and Palm Beach Counties, lodging and meals in connection with the Project (subject to the limitations imposed by Chapter 112.061, Florida Statutes); long distance communications (except for long distance charges for calls placed to others living outside the Consultant's local calling area), and fees paid for securing approval of authorities having jurisdiction over the work, reproductions, postage and handling of Drawings, Specifications and other documents, and, if authorized

in advance by the Owner, expense of overtime work requiring higher than regular rates.

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

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

ARTICLE 6 – PAYMENTS TO THE CONSULTANT

6.1 Payment for Basic Services and Supplemental Services:

6.1.1 Payments for Basic and Supplemental Services may be requested monthly (on the Owner's standard invoice format) in proportion to services performed during each portion of the work or other basis as set forth in the Schedules attached hereto and conforming to the attached Consultant's proposal for Attachment 1 – "Scope of Work". Owner in its sole discretion shall determine if the payment requested is in accordance with the proportion of the work performed.

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

Unit prices and hourly rates shall be administered in accordance with Attachment "11" as attached hereto. Actual hours shall be rounded off to the nearest fifteen (15) minute intervals.

Charges shown on Attachment "11" are for time of engineering technicians' portal to portal, spent in sampling, conducting field or laboratory tests or inspections, and tests not otherwise charged on unit price basis. Overtime, at the Owner's request, is for work before 7:00 AM and after 5:00 PM, over eight (8) hours per regular day, forty (40) hours per week, Saturday, Sunday and Holidays.

In the event the testing technician, through no fault of the technician or of the Consultant, is unable to conduct a test within thirty (30) minutes after the time scheduled for the test or within thirty (30) minutes of the technician's arrival on-site ready to conduct the test, whichever is later, the appropriate hourly technician rate from Attachment "11" shall apply to any excess time spent by the technician beyond the normally expectable amount of time for conducting such a test plus thirty (30) minutes. These charges shall be verified and documented between the Consultant and the Owner at the time of occurrence. This charge shall apply to concrete, soils, and any other test which is based on the unit prices described in Attachment "11".

6.1.2 No payments shall be due to Consultant unless and until all materials, forms and documents required by Owner have been provided by Consultant and its Sub-Consultant to Owner or others who are to receive same. The Owner retains the right to withhold payment from the Consultant for non-performance of the Consultant during any phase or portion of the Project.

6.1.3 The Consultant shall submit invoices in the Owner's required invoice format (Attachment 2) as provided.

6.1.4 All submitted invoices shall have copies of referenced Scope of Work and the Authorization to Proceed (ATP) attached.

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

6.1.6 The Consultant shall submit a monthly S/M/WBE Monthly Subcontractor Utilization Report with the monthly request for payment, on forms provided by the Owner.

6.2 **Payment for Reimbursables:**

6.2.1 Payment for Reimbursables may be requested monthly (on the Owner's standard invoice format, Attachment 2) based on actual costs.

6.2.2 Payments are due and payable within thirty (30) days from receipt of the Consultant's invoice.

6.3 **Project Suspension:**

6.3.1 If the Project is suspended for the convenience of the Owner for more than three (3) months or terminated in whole or in part during any Phase, the Consultant shall be paid for services authorized by an Authorization to Proceed which were performed prior to such suspension or termination, together with the cost of Reimbursable Services and expenses then due.

ARTICLE 7 - INDEMNIFICATION CLAUSE

7.1 **Indemnification:**

7.1.1 To the fullest extent permitted by law, the Project Consultant shall indemnify, and hold harmless the owner, its members, officers, employees and agents (hereinafter collectively "Related Parties") from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of this contract.

7.1.2 In any and all claims against the Owner by any employee of the Consultant, or anyone for whose acts the Consultant may be liable, the obligations for Consultant to indemnify Owner under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant under workman's compensation acts, disability acts, or other employee benefit acts.

7.1.3 In the event that any claims are brought, or actions filed against the Owner with respect to the indemnity contained herein, the Consultant agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. The Consultant agrees that the Owner may select the attorneys to appear and defend such claims or actions on behalf of the Owner. The Consultant further agrees to pay, at the sole expense of the Consultant, the attorney's fees and costs incurred by those attorneys selected by the Owner to appear and defend such claims or actions on behalf of the Owner. However, if the claims or actions are covered by insurance and such coverage is acknowledged by the insurance company in writing to the Owner, then, in that case, the insurance company shall choose counsel, direct the defense and be the judge of the acceptability of any compromise or settlement of any such claims or actions against the Owner which are within the insurance policy limits and are paid by the insurance company solely. Otherwise, if the claims or actions are not covered by insurance, then, at its sole option the Owner shall have the sole authority for the direction of the defense and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions asserted against the Owner.

ARTICLE 8 – INSURANCE

8.1 **General Insurance Requirements:**

8.1.1 The Consultant shall not start work under this Agreement until the Consultant has obtained all insurance required hereunder and such insurance has been approved by the Owner.

8.1.2 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this Agreement shall have an "A" rating, or better, and a financial rating of no less than VI in the current A.M. Best Manual OR hold a Moody's Investors Service Financial Strength of "Aa3" or better.

8.1.3 All insurance policies required under this Agreement shall be endorsed to be primary of all other valid and collectable coverages maintained by the Owner. The Owner shall be named as an additional insured under the General Liability policy, including Products Liability, shall include the Owner's Project number and full Project title (including applicable facility name) on the Certificate.

8.1.4 The Consultant shall furnish certificates of insurance to the Owner for review and approval at the time of execution of this Agreement and shall maintain same at all times during the term of this Agreement.

8.1.5 The Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO), unless approved by Owner and shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the Consultant. No material change or cancellation of the insurance shall be effective without a 30-day prior written notice to and approval by the Owner. All Certificates shall list the Owner's project number and full project title (including applicable facility name).

8.2 **Insurance Required:**

8.2.1 **Automobile Liability Insurance:** The Consultant shall maintain Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in amounts not less than $1,000,000 per occurrence for bodily injury and property damage combined single limit and shall not be less than the standard ISO Business Auto Policy CA 00 01.

8.2.2 **Professional Liability (Errors and Omissions)**: The Consultant shall procure Professional Liability Insurance in the manner described herein. The deductible shall not be more than Fifty Thousand ($50,000) Dollars for each policy and must be indicated on the certificate of insurance. The limits of the Professional Liability Insurance Policy shall be as follows:

8.2.2.1 Not used.

8.2.2.2 Projects require a practice policy with a per claim/annual aggregate in accordance with the specifications delineated below relative to the cumulative construction value of all projects:

.1 One Million ($1,000,000) Dollars on a per claim/One Million ($1,000,000) Dollars annual aggregate basis for Consultants whose cumulative construction value for all Board contracts is less than Five Million ($5,000,000) Dollars.

.2 One Million ($1,000,000) Dollars on a per claim/Three Million ($3,000,000) Dollars annual aggregate basis for Consultants whose cumulative construction value for all Board contracts is between Five Million One ($5,000,001) Dollars to Ten Million ($10,000,000) Dollars.

.3 One Million ($1,000,000) Dollars on a per claim/Five Million ($5,000,000) Dollars annual aggregate basis for Consultants whose cumulative construction value for all Board contracts is greater than Ten Million One ($10,000,001) Dollars.

The Consultant shall be required to maintain the practice policy in accordance with the above specifications for a period commencing with execution of this contract and terminating three years after final completion of said projects. Should additional projects or change orders be added that increase the cumulative construction value to another tier shown above, the Consultant will be required to show proof of coverage at the higher limit / aggregate. In addition, the Consultant shall provide information regarding the total claims against said practice policy on an annual basis for the term of the contract upon and terminating three years after final completion of the project (Claims/Loss history should be forwarded to the Risk Management Department), as The School Board of Broward County, Florida, deems appropriate.

The Professional Liability insurance must provide for all sums which the Consultant shall be legally obligated to pay as damages for claims arising out of or relating to the negligent services performed by the Consultant or any person employed or acting on the Consultant's behalf (including, but not limited to, Sub-Consultants) in connection with this Agreement. If the Owner, at its sole discretion, agrees that such coverage is not commercially reasonably available, the Owner may, at its discretion, authorize the Consultant to alter the coverage by substituting a lower aggregate or changing any other terms and conditions of the coverage (including but not limited to deductible amounts) based upon the scope of the project.

8.2.3 **Worker's Compensation Insurance:** The Consultant shall maintain Worker's Compensation Insurance in compliance with Chapter 440 of the Florida Statutes. The firm shall maintain Workers' Compensation Insurance for all of its employees connected with the provided services as described in this Agreement in accordance with Florida Statutory limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand ($500,000) Dollars per occurrence.

8.2.4 **General Liability Insurance:** The Consultant shall maintain General Liability Insurance, including Contractual Liability to cover the "Hold Harmless Agreement" set forth herein, with bodily injury limits of not less than One Million ($1,000,000) Dollars per occurrence combined single limit for bodily injury and property damage and not less than the Two Million ($2,000,000) General Aggregate such coverage shall apply separately to each project. The School Board of Broward County, Florida, its members, officers, employees, and agents shall be named as an additional insured under the General Liability policy.

ARTICLE 9 – GENERAL PROVISIONS

9.1 **Performance:**

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

9.1.2 **Task Orders:** The Owner will assign increments of Work to the Consultant via an Authorization to Proceed ("ATP") (Attachment 4) which will be completed for each project or service to which the Consultant is assigned. Each ATP, which includes forms for the Professional Services required, Project Schedule and Professional Fee, shall be completed by the Owner and Consultant evidencing the services, fees, time, etc. for that particular project and confirming that the terms and conditions of this Agreement apply. Each project assigned to the Consultant will be identified by the Owner's assigned project numbers.

9.1.3 **Time for Performance:** The Consultant agrees to start all work hereunder upon receipt of an Authorization to Proceed issued by the Chief Facilities and Construction Officer or his designee and to complete all work within the time stipulated in the Authorization to Proceed (Attachment 4 to this Agreement ("ATP")). The Consultant acknowledges that failure to perform timely may cause the Owner to sustain loss and damages and will be responsible for same. The Consultant agrees that Owner is entitled to recover no less than One Hundred Dollars ($100) per consecutive calendar day of unexcused delay caused by the Consultant's failure to comply with the times set forth in the fully executed ATP. Owner shall have the right to deduct such amounts from payments due and owing to the Consultant.

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

a result of or relating to delays on the Project. Time is of the essence with regard to the performance of this contract.

9.1.5 **Excess Funds:** Any party receiving funds paid by the School Board of Broward County, Florida under this Agreement agrees to promptly notify the School Board of Broward County, Florida of any funds erroneously received from the School Board of Broward County, Florida of upon the discovery of such erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, as amended, applicable at the time the erroneous payment or overpayment was made by the School Board of Broward County, Florida. The erroneous payment and/or overpayment will be promptly transmitted and returned to the School Board of Broward County, Florida with the maximum applicable interest permitted by Florida law.

9.2 **Termination of Agreement:**

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

9.2.2 The Consultant may only terminate this Agreement for a material breach of the Agreement by Owner, and only after Consultant has given the Owner ten (10) days written notice and opportunity to cure such breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, the Consultant is obligated to continue performance in accordance with the terms of this Agreement, unless instructed by the Owner to suspend or delay performance.

9.2.3 Owner may terminate this Agreement for cause, which shall include, but not be limited to, failure of Consultant to comply with any of its material obligations under this Agreement; a decrease in the projected, available Capital Outlay funds which renders continuation of the design or construction of the Project impossible or impractical; or conditions which arise that constitute Force Majeure under Article 9.2.6 of this Agreement. In such event, Consultant shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Consultant's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating this Agreement for cause, then it shall be deemed to be a termination for convenience pursuant to Article 9.2.1 above, and the Consultant's sole compensation shall be compensation in accordance with that paragraph. Whether or not this Agreement is so terminated, the Consultant shall be liable to Owner for any damage or loss resulting from such failure or violation by Consultant. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

9.2.4 **Annulment:** The Consultant warrants that no one has been employed or retained other than an employee working solely for the Consultant, to solicit or secure this Agreement; and that the Consultant has not paid, nor agreed to pay, any company or other person any fee, commission, gift, or other consideration contingent upon the making of this Agreement. For

breach or violation of this warranty, the Owner has the right to annul this Agreement without liability.

9.2.5 **Fixed Fees Exceeding $50,000:** For all Fixed Fees or other "lump-sum" fees for professional service Agreements over Fifty Thousand ($50,000) Dollars the Consultant shall execute a truth-in-negotiations certificate as in accordance with 287.055 and all required language set forth therein. Requirements of Florida Statute 287.055 (2004), as amended, are incorporated herein by reference.

9.2.6 **Force Majeure:** The Owner's or Consultant's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

9.2.7 **Termination of Scrutinized Companies or False Certification**: SBBC reserves the right to terminate this Agreement in accordance with Section 287.135(5), Florida Statues, if the other party is placed on the List of Scrutinized Companies that Boycott Israel or is engaged in a boycott of Israel; is on the List of Scrutinized Companies with Activities in Sudan; is on the List of Scrutinized Companies with Activities in the Iran Petroleum Energy Sector;

or has engaged in business operations in Cuba or Syria. SBBC also reserves the right to terminate this Agreement pursuant to Section 287.135(5), Florida Statues, if the other party is found to have submitted a false certification.

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

9.3.1 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Owner to Consultant pursuant to this Agreement. All costs which the consultant is unable to provide support or documentation to substantiate that it was incurred as represented by the original estimated breakdown of costs or found to be not in compliance with the provisions of this contract, shall be reimbursed to the Owner.

9.3.2 Owner's agent or its authorized representative shall have access to the Consultant's

facilities, shall have access to all necessary records, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

9.3.3 Consultant shall require all Sub-Consultants to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Consultant pursuant to this Agreement.

9.3.4 If an audit inspection or examination in accordance with this article discloses overcharges (of any nature) by the Consultant to the Owner in excess of $25,000, the actual cost of the Owner's audit shall be paid by the Consultant.

9.3.5 **Public Records:** The following provisions are required by Section 119.0701, Florida Statues, and may not be amended. Consultant shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Consultant shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Consultant does not transfer the public records to SBBC. Upon completion of the Agreement, Consultant shall transfer, at no cost, to SBBC all public records in possession of Consultant or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Consultant transfer all public records to SBBC upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(Continued on following page)

Custodian of Public Records
Requel Bell
600 SE 3 Avenue
Fort Lauderdale, FL 33312
754-321-1925
Requel.bell@browardschools.com

9.4 **Ownership of documents:**

9.4.1 The documents developed under this Agreement shall become and be the sole property of the Owner whether the Project for which they were developed is executed or not. The Consultant may maintain copies thereof for its records and for its future professional endeavors, although the Owner shall bear no liability or any responsibility whatsoever for such use of said documents by the Consultant.

9.4.2 In the event of the Consultant's termination under other provisions of this Agreement, the Owner shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

9.4.3 In the event Owner requests any such documents or materials referred to in this Article and Consultant fails to provide same as requested by Owner, then Consultant acknowledges that Owner will be irreparably harmed and subject to an injunction to provide same.

9.4.4 The Owner will not modify or distribute the documents, including electronic media versions, to third parties except for those purposes listed above without the expressed permission and consent of the Consultant. The Owner will delete any title blocks or other marks identifying the originating Consultant from any materials so distributed. The Owner will indemnify the Consultant against any claims that result from the modification of data and disks by the Owner.

9.5 **Electronic Media:** Where this Agreement or referenced provisions in the Contract require the Consultant to provide information or documents in either electronic or magnetic media, the preparation and format of that media shall conform to the Owner's "Electronic Media Submittal Requirements" which are incorporated as Attachment 3 to this Agreement for Open End Services.

9.6 **Attachments and References:**

9.6.1 **The following named attachments are made an integral part of this Agreement:**
Sample Professional Services Agreement (With Attachments).
Attachment 1: Scope of Work
Attachment 2: Consultant's Invoice Form, Design Professionals Reimbursable Form
Attachment 3: Electronic Media Submittal Requirements
Attachment 4: Authorization to Proceed (ATP) Form (one per project)
Professional Services Required page 1 of 3 (one per project)

Project Schedule-page 2 of 3 (one per project)
Professional fee- page 3 of 3 (one per project)
Attachment 5: List of Project Team Members (one per project)
Attachment 6: Document 00455 – Background Screening
Attachment 7: IRS Form W-9
Attachment 8: Truth In Negotiations Certificate
Attachment 9: ACH Payment Agreement Form
Attachment10 Conflict of Interest Form
Attachment11: Staff Rate Breakdown
Attachment12: FEMA Requirements
Attachment13: E -Builder Requirements

Online Documents: The following documents shall be downloaded by the Consultant and are considered as Attachments to this Contract:

Design Standards

http://www.broward.k12.fl.us/facilities_construction/DSS/DS_Docs/DesignStandards.htm

- Design Criteria
- Design and Material Standards - Division 1 thru Division 17
- Document Submittal Checklist for Plan Review

http://www.broward.k12.fl.us/constructioncontracts/D0docs.html

- Specifications – Division 0

State Requirements for Educational Facilities (SREF) latest edition

http://www.fldoe.org/edfacil/sref.asp

- F.I.S.H. layering system for AutoCAD: Note: the laying system is not posted online. It will need to be requested thru:

  Facility Planning and Real Estate
  600 SE 3rd Avenue
  Fort Lauderdale, FL 33312
  754-321-1932

9.7 Extent of Agreement:

9.7.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, written or oral.

9.7.2 This Agreement may not be amended, changed, modified, or otherwise altered after the execution hereof, except by resolution of Owner and an Agreement executed by Owner and

Consultant.

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

9.7.4 This Agreement shall be governed by the laws of the State of Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

9.8 **Strict Performance:** The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

9.9 **Prompt and Satisfactory Correction:** The Owner, at its sole discretion, may direct the Consultant, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation or ordinance.

9.10 **Successors and Assigns:**

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

9.10.2 The Consultant and the Owner each binds one another, their partners, successors, legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

9.11 **Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion:**

9.11.1 **Lower Tier Covered Transactions:** Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in ß 85.200, Debarment or Suspension, ß 85.201, Treatment of Title IV HEA participation, and ß85.215, Exception provision, debarment, or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a primary covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the following certification for it and its principals in any

proposal submitted in connection with such lower tier covered transactions.

9.11.2 **Certification and Disclosure**

1. The lower tier participant (Consultant) certifies, by entering this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the lower tier participant (Consultant) is unable to certify to any of the statements in this certification, such participant shall provide an explanation to the Owner.
3. The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the Owner shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the fees due and owing to the Consultant, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. (Ch. 287.055, F.S.)

9.12 **Non-Discrimination, EEO, and ADAAA**

9.12.1 **Non-Discrimination** – The School Board of Broward County, Florida prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.

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

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

9.13 **Captions** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

9.14 **Authority Provision:** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all.

9.15 **Notice Provision** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for giving notice.

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Office of the Chief Facilities Officer 600 SE 3 Avenue Fort Lauderdale, FL 33312 **Attn: Deborah G. Czubkowski** Chief Facilities Officer
With a Copy to:	Office of Procurement & Warehousing Services 7720 W Oakland Park Boulevard, Suite 323 Sunrise, FL 33351 **Attn: Mary Coker** Director of Procurement & Warehousing Services
With a Copy to:	Office of Facilities and Construction 2301 NW 26th St Fort Lauderdale, FL 33311 **Attn: Sonja Coley** Director, Pre-Construction And AECOM, Inc., Owners Representative 2301 NW 26th St Fort Lauderdale, FL 33311 **Attn: Kathleen Langan** Program Director
To Consultant:	Eastern Engineering Group Company 3401 NW 82nd Ave St 370 Doral, FL 33122 **Attn: Raissa R. Lopez, PE** President

9.16 **Excess Funds.** Any party receiving funds paid by The School Board of Broward County, Florida (SBBC) under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

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

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

ARTICLE 10 INCORPORATION OF RFQ INTO AGREEMENT

10.1 In addition to those Attachments and References identified and made part of this Agreement in Article 9.6.1, the provisions of **RFQ No. FY24-041 – Structural Engineering Services** (the "RFQ") are hereby incorporated into this Agreement. In the event of conflict between the provisions contained in this Agreement and the RFQ, the more stringent provision shall prevail. If this Agreement is silent on an issue that is contained with the RFQ, the provisions of the RFQ shall be followed.

(Remainder of page intentionally left blank)

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

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Lori Alhadeff, Chair

ATTEST:

_____
Dr. Peter B. Licata,
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

(Remainder of page intentionally left blank)

FOR PROJECT CONSULTANT

(Corporate Seal)

EASTERN ENGINEERING GROUP COMPANY

ATTEST:

By_____
Raissa R. Lopez, President

_____, Secretary

-or-

Yanaisy Pichaco
Witness

Monique Casanova
Witness

STATE OF Florida)
)
COUNTY OF Miami Dade)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 15th day of Dec, 2023, by **RAISSA R. LOPEZ of EASTERN ENGINEERING GROUP COMPANY** on behalf of the corporation or agency.

He/she is personally known to me or produced as Identification and did/did not first take an oath.

My commission expires: 08/04/2027

Signature, Notary Public

Sandra G. Lopez
Printed Name of Notary

HH 420436
Notary's Commission No.

(SEAL)

SANDRA G. LOPEZ SUAREZ
MY COMMISSION # HH 420436
EXPIRES: August 4, 2027

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME this 15th day of December, 2023, appeared _____, and,

Raissa R. Lopez personally known to me to be the persons described in and who executed

the foregoing contract and acknowledge that he executed the same as his free act and deed for the purposes therein

expressed.

WITNESS my hand and official seal in the County and State last official this 15th day of

December, 2023

Notary Public State of Florida

My Commission Expires:

SANDRA G. LOPEZ SUAREZ
MY COMMISSION # HH 420436
EXPIRES: August 4, 2027

COMMISSION:
HH 420436

Sandra G. Lopez

PROJECT SCOPE

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

Professionals Invoice Format

The School Board of Broward County, Florida requires submittal of the Design Professional's invoice on the district's standard invoice forms attached to a transmittal form or letter on the Design Professional's company letterhead. Include the information and attachments described below:

1. Letterhead Containing Firm Information
    A. Firm Name
    B. Address
    C. Telephone and FAX Numbers
    D. Consultant's Invoice Reference Number

2. Address Transmittal/Letter to:

    Office of Facilities and Construction
    The School Board of Broward County, Florida 3775
    SW 16th Street
    Fort Lauderdale, FL 33312
    Attention: Name of Project Manager

3. Ensure that Transmittal/Letter references the following information:
    A. Date of submittal.
    B. The Invoice Number for ATP Number (example: Invoice No. 01 for ATP No. 01).
    C. The School Board of Broward County's Purchase Order No.: (Which will be provided by the Facilities Project Manager at the beginning of the project.)
    D. Name of Facility (and Facility Number).
    E. Name of Project
    F. School Board Project Number

4. Ensure attachment of the following documents to the Transmittal/Letter:
    A. Design Professional's Invoice Form
    B. Design Professional's Reimbursable Invoice Form
    C. Copy of signature page (page 3 of 3) of the Design Professional's Authorization to Proceed.

The School Board of Broward County, Florida
Florida Facilities and Construction Management Department
3775 SW 16th Street Fort Lauderdale, FL 33312 (754) 321-1500

Design Professional (Name)

Date:

Project No:
Project Title:
Design Professional's Remit to address:

Facility Name:

Invoice No:
SBBC PO No.
ATP No.
Invoice From:
Project Manager

Original Basic Fee	$
Current basic fee	$

INVOICE TOTALS:

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

BASIC FEE TOTALS:

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

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

The School Board of Broward County, Florida
Florida Facilities and Construction Management Department
3775 SW 16th Street Fort Lauderdale, FL 33312 (754) 321-1500

Design Professional's Reimbursable Invoice

Project No:
Project Title:
Design Professional's:
Remit to address:

Facility Name: Invoice No:
SBBC PO No.
ATP No.
Invoice From:
Project Manager:

Item No.	Date	Reimbursable Item	Amount
		Invoice Total	$

Receipts for each Item must be attached.

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

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

Electronic Media Requirements

All Work product for all projects, requires hard copies, electronic copies (PDF) and electronic original copies. The electronic media requirements are as listed below.

ELECTRONIC MEDIA

1.0 General Information

1.1 The School Board of Broward County, Florida contracts with one or more Internet bid advertising and distribution services. The Design Professional shall post the complete bid package to these services upon written notification by the Owner. The posted documents shall be read only documents and the file format shall be PDF.

2.0.1 Software Requirements

2.0.2 Word Processing
2.0.3 Provide word processing files in Microsoft Word for Windows compatible file formats including all information necessary for remote printing.

2.0.4 Spreadsheets
2.0.5 Provide spreadsheet files in Microsoft Excel for windows compatible file formats including all information necessary for remote printing.

2.0.6 Computer aided Design and Drafting
2.0.7 Provide all CADD files as AutoCAD 2010 files, Window's version.

3.0 CAD Standards

3.1 Standard plotted drawing size: 24-inch x 36 inch or 30 inch x 42 inch sheets.
3.1.1 All sheets within a set shall be the same size unless pre-approved otherwise. (for example, survey sheets)

3.2 Design Professional shall provide to the Owner the standard file naming Protocol they will be utilizing.

3.3 CAD File Layering
3.3.1 Conform to the most up to date guidelines defined by the American Institute of Architects (AIA) standard document, "CAD Layer Guidelines."

3.3.2 Provide the required Layering for the Florida Inventory of Schoolhouses (F.I.S.H.) documents.

3.3.1.1 The F.I.S.H. layering scheme is not available on-line. It can be requested through:

Facility Planning and Real Estate
600 SE 3rd Avenue, Fort Lauderdale, FL 33312 754-321-1932

3.3.3 Provide a separate list of all layers which do not conform to the standard AIA CAD Layer Guidelines or the FISH layering scheme.

3.4 No custom hatch patterns shall be utilized.

3.5 All symbols and blocks to have descriptive names.

4.0 Electronic Media Delivery Requirements
4.1 Transmittals shall include the following:

4.0.1 The Project Number, Project Title, and date
4.0.2 The Facility Name
4.0.3 The submittal type.
4.0.4 The format and version of the software.
4.0.5 An attached Listing of file names with the latest document publish dates.

4.1 All electronic media shall contain an attached label which shall identify 4.1.1, 4.1.2, and 4.1.3.

4.1.1 Document clean-up
4.1.2 Before a CADD file is placed on the delivery electronic digital media, the following procedures shall be performed:

4.1.2.1 Purge all files and remove all extraneous graphics outside the border area.

4.1.2.2 Make sure all reference files are attached without device path.

4.1.2.3 All required project files both graphic and nongraphic, shall include color tables, pen tables, font libraries, block libraries, user command files, plot files, etc. All project related blocks must be provided to the Owner as a part of the electronic digital deliverables.

4.1.2.4 Make sure that all support files such as those listed above are in the same directory and that references to those files do not include device Path.

4.2 The following Plot File Development and Project Documentation Information shall be submitted as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.

4.2.1 Documentation of the plot files for each drawing which will be needed to be able to allow identical plotting by the Owner at a later date. This documentation shall include the plotter configuration (e.g., name and model of plotter), pen settings, drawing orientation, drawing

size, and any other special instructions.

4.2.2 Instructions concerning how to generate plotted, drawings from the provided plot files.

4.2.3 Provide all symbols and blocks used in the project in a separate file.

4.3 List of all database/spreadsheet files associated with each drawing, as well as a description and documentation of the database format.

5.0 Ownership: Refer to Agreement for specific Owner and Design Professional's rights.

6.0 Documents for the Construction Contractor:

6.1 The Owner and the Design Professional shall make various electronic information available to the Contractor during the Construction phase of the Project.

7.0 Where electronic media submittals of final site surveys are required: Provide electronic copies of any existing site survey data already on electronic media.

8.0 At the Contractors option, the Design Professional will provide the Contractor one set of AutoCAD (.dwg) electronic file format contract drawings, to be used for as built drawings at the Contractor's option. Note that the Architect's name and information to be removed.

(Remainder of page intentionally left blank)

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, Florida 33311

PSA Attachment 4

Consultant's Authorization To Proceed

Project No.:		Date:	
Location No.:			
Project Title:		SBBC P.O. No.:	
		Line No.:	
Facility Name:		Project Manager:	
Project Consultant:		Dir. Capital Planning & Programming	

Under the provisions of your contract for professional services, you are hereby authorized to proceed with the following services for the project referenced above.

☐ Schematic Design ☐ Design Development ☐ Construction Documents
☐ Bidding ☐ Construction Contract Administration ☐ Warranty
☐ Other Services: Attached:

This Authorization to Proceed is subject to the following attachments:

Attachments:
☐ Professional Services Required
☐ Project Schedule
☐ Professional Fees
☐ Previous ATP's

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

Original FLCC	Current Cost Estimate	Revised FLCC by ATP

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

Item	Discipline	Description

Consultant's Authorization To Proceed (Continued)

Project Schedule

Project No. & Location No.: _____ Project Title: _____

Facility Name: _____
Project Consultant: _____

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

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

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, Florida 33311

PSA Attachment 4

Consultant's Authorization To Proceed (Continued)

Professional Fees

Project No. & Location No.: _____ Project Title: _____

Facility Name: _____
Project Consultant: _____

Phase	Original Basic Fee	Fee Authorized by ATP		Fee Previously Paid		Fee Balance	
I (SD) (5%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
II (DD) (10%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
III (CD) (35%/60%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
IV (BID) (65%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
V (CA) (98%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
VI (Warr) (100%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 1)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 2)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 3)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 4)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Total:	$ 0.00	$ 0.00		$ 0.00		$ 0.00	

Payment for these services shall be made In accordance with the provisions of the Professional Services Agreement.

Approved By Consultant				Approved By SBBC			
Name:				Name: Shelley N. Meloni			
Title:				Title: Director, Pre-Construction			
Signature:	_____	Date:	_____	Signature:	_____	Date	_____
Recommended By SBBC							
Name:							
Title: Project Manager, Owner's Representative							
Signature:	_____	Date:	_____	Signature:	_____	Date	_____

This document is part of the Professional Services Agreement between The School Board of Broward County, Florida (Owner) and the Design Professional and is incorporated by reference into the terms and conditions of that agreement.

Design and Professional Consulting Staff

Prime Firm:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

The School Board of Broward County, Florida **Attachment C6**
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351 **(754) 321-0505**

Document 00455: Background Screening of Contractual Personnel

Project No:	RFQ FY24-041
Location No:	
Project Title:	Continuing Contract for Structural
Facility Name:	Eastern Engineering Group Company

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

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

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

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

STATE OF Florida

COUNTY OF Miami Dade County

Before me, the undersigned authority, personally appeared

Raissa Lopez

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

1. Contractor Name: Eastern Engineering Group Company

   Address: 3401 Nw 82nd Ave, Suite 370, Doral, FL 33122

2. My relationship to the Contractor named in (1) above is: President
   (List relationship such as sole proprietor, partner, president, vice president, etc.)

3. Federal Employer Identification Number (FEIN) (or if entity has no FEIN, the social security number of the person signing this sworn statement) 61-1492162

TO BE COMPLETED AT THE TIME OF SUBMISSION OF POST-AWARD DOCUMENTS INDICATED IN DOCUMENT 00200. COMPLIANCE WITH SECTION 1012.465, FLORIDA STATUTES IS REQUIRED PRIOR TO ISSUANCE OF DOCUMENT 00550, NOTICE TO PROCEED.

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

BY: _____ **DATE:** _____

NAME (Printed) Raissa Lopez **TITLE:** President

Notarization

State of: Florida)
County of: Miami Dade)

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

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

Notary Public: Sandra G. Lopez **Affix Seal**

Commission Expires on: 08/04/2027

SANDRA G. LOPEZ SUAREZ
MY COMMISSION # HH 420436
EXPIRES: August 4, 2027

School Board of Broward County – Contractors & Vendors

Those who need to request entry badges to the Broward School Board Facilities need to go to http://www.broward.k12.fl.us/police/secclear.html and follow the instructions for Fieldprint registration and scheduling process.

Before processing your documentation, you need to have a signed contract or Purchase Order and a Vendor number; to obtain a Vendor number please call (754) 321-2374.

All vendors and contractors must provide the necessary information as soon as possible to Fieldprint. These documents can be found by selecting "Click Here for Forms and Other Necessary Information" hyperlink.

If you have any questions, please call Security Clearance Department at 754-321-2374.

(Remainder of page intentionally left blank)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

2 Business name/disregarded entity name, if different from above
Eastern Engineering Group

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

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
3401 NW 82nd Ave Suite 370

Requester's name and address (optional)

6 City, state, and ZIP code
Doral, FL 3312

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
6 1 – 1 4 9 2 1 6 2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶ 01/31/2023

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

The School Board of Broward County, Florida

Professional Services Agreement

ATTACHMENT C.8

Truth in Negotiations Certification

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

(Firm's Letterhead)

PROJECT NAME: Structural Engineering Services

AMOUNT OF CONTRACT: $250000

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:
Structural Engineering Services
PROJECT NAME (S)

Are accurate, complete and current as of
7/12/2023
(Day), (Month) (Year)

FIRM: (Name exactly as listed on contract)

PRESIDENT:

By: Raissa Lopez

Reference: Florida Statutes 287.055

ACH Payment Agreement Form (ACH CREDITS)

VENDOR NAME: Eastern Engineering Group Company

Authorization Agreement

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

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

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

Account Information

Name of Bank or Financial Institution: Chase

Branch/ State: Florida

Routing No: 267084131

Account No: 910739207 — Checking [X] Savings [ ]

VENDOR AREA:

Remittance Confirmation: (please select one) sandra@easterneg.com — Fax [ ] Email [X]

Federal Identification No. Vendor 61-1492162 — TAX ID# [X] SS# [ ]

Update Purchase Order Fax & Email Address

Centralized Fax Number 305 599 8006 **Dept.** _____

Centralized Email sandra@easterneg.com **Dept.** _____

Centralized Phone No. 3055998133 **Dept.** _____

Signature

Authorized Signature (Primary) and Business title: Raissa Lopez **Date:** 12/07/2023

Authorized Signature (Joint) and Business title: Fernando Torres **Date:** 12/07/2023

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

This form must be returned to: SBBC – Purchasing – Data Strategy Group
7720 W. Oakland Park Blvd, Sunrise FL 33351 call: 754-321-0516 or fax # 754-321-0533

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered _____ Initials: _____

The School Board of Broward County, Florida

RFQ # and NAME FY 24-041 STRUCTURAL ENGINEERING SERVICES

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

In accordance with the RFQ, each Proposer must disclose, in its RFQ, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee

Check one of the following and sign:

☑ I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.

☑ I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

Signature

EASTERN ENGINEERING GROUP
Company Name

RAISSA LOPEZ
Name of Official

3401 NW 82 AVE # 370
Business Address

DORAL, FL 33122
City, State, Zip Code

Staff Rate Breakdown

TSSC
7720 W Oakland Park Blvd.
Sunrise, Florida 33351

PSA Attachment 11

(754) 321-0510

RFQ Number/Name	**FY24-041 - Continuing Contracts for Structural Engineering Services**
Proposer's Company Name	**Eastern Engineering Group**
Dated Submitted	**Tuesday, November 7, 2023**

Staff Rate Breakdown For Professional Services

Staff Classification	Maximum Raw Hourly Rate ($)	Multiplier	Total
Eastern Engineering Group			
Principal In Charge	$59.80	2.83	$169.23
Project Manager	$55.20	2.83	$156.22
Senior Engineer	$52.90	2.83	$149.71
Junior Engineer	$38.50	2.83	$108.96
CADD/Designer	$33.00	2.83	$93.39
Administrative Support	$28.00	2.83	$79.24
Subconsultant Firm for " (NAME)			
Principal In Charge			$0.00
Senior Project Manager			$0.00
Project Manager			$0.00
Senior Engineer			$0.00
Engineer			$0.00
CADD/Designer			$0.00
Administrative Support			$0.00
Supplemental Services Multiplier			

Note 1: These rates will be set for the first three (3) years. Rate adjustments may be considered for additional year extensions (if applicable). Rate adjustments will be approved by the Office of Facilities & Construction's Director (Pre-Construction) with copy to the Purchasing Agent (Construction).
Note 2: Reimbursable expenses (a.k.a. allowances) should be direct costs with no mark-up.

1. **Added Terms and Conditions.** The Awardee ("Consultant") shall incorporate the following FEMA terms and conditions into all construction and bid documents for projects subject to receipt of any grant, contract, loan, insurance, or guarantee involving federally assisted construction. Consultant shall itself comply with all terms and conditions which apply to the professional design services provided for such projects.

2. **Compliance with Federal Law. Re2ulations and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

a. **Davis-Bacon Act,** as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excel of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

b. The contracts must also include a provision for compliance with the **Copeland "Anti- Kickback" Act** (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal Entity must report all suspected or reported violations to the Federal awarding agency.

1. Contractor. The contractor shall comply with 18 U.S.C. 874, 40 U.S.C. 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

11. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate.

instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

c. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Consultant will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

11. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by this section.

111. Withholding for unpaid wages and liquidated damages. The School Board of Broward County, Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

1v. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in Articles I. i.e. through (4) of this section and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

d. **Clean Air Act.** The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et. Seq.

The contractor agrees to report each violation to the School Board of Broward County and understands and agrees that the School Board of Broward County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

e. **Federal Water Pollution Control Act.** The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The contractor agrees to report each violation to the School Board of Broward County and understands and agrees that the School Board of Broward County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

3. **Recovered/Recycled Materials.** In the performance of this contract, the contractor shall make maximum use of products containing recovered/recycled materials that are EPA- designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance; meeting contract performance requirements; or at a reasonable price. If such materials are not available, then materials used for the manufacture or construction of any supplies, materials or equipment covered by this project shall be new unless otherwise specified. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. If recovered/recycled materials are not available, the items bid must be new, the latest model, of the best quality and highest-grade workmanship as needed for the particular procurement.

If a proposed recovered/recycled material has been determined to be unsafe for children in the schools, then only new material shall be used.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website,

https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

4. **Equal Employment Opportunity.** Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The following shall be incorporated into the Agreement for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(I) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a

part of such employee's essential job functions discloses the compensation of such other employees or applicants to individual who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontractor purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(Remainder of page intentionally left blank)

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subconsultants with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

5. **Contract Work Hours and Safety Standards.** Consultant and contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

6. **Policies, Local, State and Federal Laws.** Consultant and contractor agree to comply with all School Board Policies, local, state and federal laws, including, but not limited to, the federal Clean Air Act and Clean Water Act.

7. **Energy Efficiency.** Consultant and contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8. **Rights to Inventions Made Under A Contract Or Agreement.** Any invention developed during the performance of work under a federal award or grant shall provide for a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

9. **Certification.** Contractors applying or bidding for an award of $100,000 or more must file the required certification: Each tier ce1tifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. **DHS Imagery.** A contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

11. **Access to Records.** The contractor agrees to provide the School Board of Broward County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

a. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

b. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

c. In compliance with the Disaster Recovery Act of 2018, The School Board of Broward County, Florida and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

12. **Changes.** The cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of the applicable Federal grant or cooperative agreement, and reasonable for the completion of project scope.

13. **Breach.** A breach of any of the articles above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R.

14. **Debarment and Suspension <Executive Orders 12549 and 12689).** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the School Board of Broward County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the School Board of Broward County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. **Byrd Anti-Lobbying Amendment.** Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

16. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

[End of FEMA REQUIREMENTS]

(Remainder of page intentionally left blank)

e-Builder. The Consultant shall use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Consultant and PC; pay applications/invoicing; requests for change orders; material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

a. Licenses shall be provided to Consultant to permit access and use of e- Builder for all projects awarded by Owner. Such licenses(s) shall be valid throughout the duration of the project(s).
b. Form Module. The e-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes All e-mailed communications.
c. Workflows. Any and all responses or required responses to an open Action Item or to an initiated Workflow process shall be input and managed through e-Builder Work Flow processes that will be executed through e-Builder include but are not limited to the procedures identified in the Professional Services Agreement - Continuing Contracts - Architectural.
d. Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi- weekly design meetings (while in design) weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, etc.) and other design and/or construction milestones and deadlines.
e. Meetings. Information to be submitted through e-Builder related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which must occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes template) and confirmation of actual meeting attendees.
f. Access to e-Builder and Licensing. Consultant shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employees(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder.

This information together with a request for licensing shall be sent to:
Atkins, Program Controls Support
(754) 321-01537, - ebuilderLicense@browardschools.com.

Upon receipt, review and acceptance of the request, access information and logins shall be provided to Consultant.

Training shall be coordinated, scheduled, and provided to those provided access and licenses by Atkins. Additional training may be provided based on availability.

[End of E-BUILDER REQUIREMENTS

Procurement & Warehousing Services
Broward County Public Schools

AWARD RECOMMENDATION

RFQ #: FY24-041

Tentative Board Meeting Date*: December 12, 2023

RFQ Title: Design Professional Services Continuing Contract for Engineering Services

Notified: 596

Downloaded: 34

of Responses Rec'd: 5

of "No Bids": 0

For: Office of Facilities and Construction (School/Department)

RFQ Opening Date: October 12, 2023,

Fund: ADEFP

Advertised Date: September 6, 2023,

POSTING OF RFQ AWARD RECOMMENDATION: RFQ Award Recommendations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on **October 24, 2023 @ 3:00 PM** and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest. **Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.**

(*) The Cone of Silence, as stated in the ITB / RFP / RFQ / HARD BID, is in effect until it is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

AWARD RECOMMENDATION

Staff shall negotiate contracts with a maximum of five (5) of the highest-ranked firms for continuing professional services at compensation that staff determines is fair, competitive, and reasonable. Should staff be unable to negotiate satisfactory contracts with any of the five (5) highest-ranked firms, negotiations with that firm or firms will be formally terminated.

Staff shall then undertake negotiations with the next highest-ranked firm or firms. Again, should staff be unable to negotiate a satisfactory contract with the one or more of such firms, staff will formally terminate negotiations and then undertake negotiations with the next highest ranked firm or firms. This process shall continue until such time as a satisfactory contract is negotiated with the remaining highest-ranked firm(s).

Conemco Engineering, Inc. - First Ranked
Eastern Engineering Group - Second Ranked
Lakdas/Yahalom Engineering, Inc. - Third Ranked
Wiss, Janney, Elstner associates, inc. - Fourth Ranked
Jenkins and Charland, Inc.; dba Worldwide Engineering - Fifth Ranked

Upon successful negotiation with each firm, separate contracts should be submitted to The School Board of Broward County, Florida for approval and award to each applicable firm.

By: Martine Cadesca (Purchasing Agent)

Date: 10/24/2023

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

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

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

RFQ# FY24-041 Continuing Contract for Structural Engineering Services

Final Part A Score Sheet

10/24/2023

QSEC Voting Members	Conemco Engineering, Inc.	Eastern Engineering Group	Jenkins and Charland Inc., dba TRC Worldwide Engineering	Lakdas/Yohalem Engineering, Inc.	Wiss, Janney, Elstner Associates, Inc. (WJE)
Mario Guevara	59.00	54.00	39.00	47.00	49.00
Rafiki Brown	63.00	60.00	45.00	62.00	61.00
Joe Spence	61.00	59.00	58.00	63.00	60.00
Sandra Garzon	54.00	42.00	39.00	43.00	45.00
Sheldon Dash	55.00	51.00	52.00	59.00	57.00
Annemarie Richards	62.00	59.00	58.00	63.00	61.00
Total Voting Members Scores	***354.00***	***325.00***	***291.00***	***337.00***	***333.00***
Maximum Value of Voting Members Scores	63.00	60.00	58.00	63.00	61.00
Minimum Value of Voting Members Scores	54.00	42.00	39.00	43.00	45.00
Total Score (less highest + lowest)	***237.00***	***223.00***	***194.00***	***231.00***	***227.00***
Total Voting Members Avg. Score	***59.25***	***55.75***	***48.50***	***57.75***	***56.75***

DISTRICT STAFF SCORING ONLY					
Section A – General					
Section B – Required Forms					
Section C: Experience and Qualifications					
Section C.1 Current Workload with SBBC	***5***	***5***	***5***	***5***	***4***
Section C3 Relevant Programs/ Reference	***13.5***	***15***	***7.5***	***9.75***	***12.75***
Section E: Supplier Diversity & Outreach Program					
Section E - M/WBE Participation	***15***	***15***	***0***	***15***	***0***
Deductions	***0.00***	***0.00***	***0.00***	***0.00***	***0.00***
Total District Staff Score	*33.50*	*35.00*	*12.50*	*29.75*	*16.75*
Final Scores	***92.75***	***90.75***	***61.00***	***87.50***	***73.50***
FIRM RANKINGS	1.00	2.00	5.00	3.00	4.00

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	OO. Strategy & Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-8.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **ITB-FY24-032 – On-Site & Virtual Foreign Language Interpretation**

REQUESTED ACTION: **Approve the Award of the Invitation to Bid (ITB); Contract Term: January 23, 2024 through December 31, 2026; Total Award Amount: $100,000; Awarded Vendor(s); Twelve, See Executive Summary; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide.**

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Award Recommendation

FINANCIAL IMPACT:

$100,000 and will come from the existing Bilingual/ESOL departments general fund and Federal Grants such as Title III Part A and IDEA.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Wellness Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Judith M. Marte	Phone:	754-321-2611
Name:	Dr. Howard D. Hepburn	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Judith M. Marte, Deputy Superintendent, Finance & Operations

Signature

Judith M. Marte, Deputy Superintendent, Finance & Operations

Electronic Signature

Form $4189 Revised 7/23

PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

For more information, please contact:
Name: Dr. Howard D. Hepburn
Title: Deputy Superintendent,
Teaching & Learning
Phone: 754-321- 2100

EXECUTIVE SUMMARY

Recommendation for $500,000 or Less
ITB-FY24-032 - On-Site & Virtual Foreign Language Interpretation and Written Translation Services

---

Board Meeting Date: January 23, 2024

Requested Action
Approve the award of the Invitation to Bid (ITB)-FY24-032 – On Site & Virtual Foreign Language Interpretation and Written Translation Services; Contract Term: January 23, 2024, through January 22, 2027; Total Award Amount: up to $100,000; Awarded Vendor(s); Twelve (see Procurement Method section); Small/Minority/Women Business Enterprise Vendor(s): None; District-wide.

Impact if the Board Voted Yes or No

If the Board votes "Yes": This solicitation is to ensure The School Board of Broward County, Florida (SBBC), meetings, services, activities, and facilities meet and maintain access standards, pursuant to Title VI of the Civil Rights Act as amended and that no citizen will be denied benefits based on race, color or national origin. This includes Executive Order 13166 - LEP, requiring federal agencies to assess and address the needs of otherwise eligible limited English proficient persons seeking access to the programs and activities of recipients of federal financial assistance.

If the Board votes "No": The District will be out of compliance with the requirements in the Florida Multicultural Education and Training Advocacy (META) Consent Decree, which states that all communications (written and oral) between School District Boards and personnel and parents of current or former limited English proficient students are undertaken in the parents' primary language or other mode of communication commonly used by the parents unless not feasible.

Background/History
Language interpreter services are delivered primarily by three (3) modes: one (1) by SBBC employees, two (2) through vendors over the telephone or video conferencing, and three (3) through vendors for face-to-face interpretation ("in person"). The type of service or method to be used is at the discretion of SBBC. These services may be used at various meetings, activities, and sponsored events and may be used during regular school hours, after hours, and some weekends.

The District outsources requested interpretations to individual vendors for languages such as Russian, Vietnamese, or other unique languages. The District will continue to provide services in the most common languages using SBBC employees. The Bilingual/ESOL Department staff Bilingual Interpreters/Facilitators are as follows: three (3) Spanish, three (3) Haitian Creole, (1) Portuguese, and (1) Arabic. Also, there are three (3) Translators, one (1) in each language (Spanish, Haitian Creole, and Portuguese) who provide written translations of District documents.

Alignment to 2027 Goals and Guardrails
Guardrail 2: Equity
Guardrail 3: School Support

Measurable Outcome(s)/Return on Investment
By the end of the 2023-2024 school year, SBBC will increase the number of interpretations to three thousand (3,000) and the volume of translations to seven hundred and fifty (750) pages per language, thereby enhancing the provision of high-quality interpretation and translation services for non-English speaking families in the District.

Procurement Method
This contract was competitively solicited in accordance with SBBC Policy 3320 **Purchasing Policy**, Part II, D, and Rule 6A-1.012(7), Florida Administrative Code. Fifteen (15) Bids were received in response to ITB-FY24-032. It was recommended that this bid be awarded to multiple vendors, that will be paid on an hourly basis, as follows:

- FLIX Translations Group LLC
- Linguistica International Inc
- Global TI Inc
- PGLS LLC
- Homeland Language Services LLC
- Propio LS LLC
- INGCO International LLC
- The Translated Idea Inc
- Interpreters Unlimited Inc.
- Transfective Language Services LLC
- Language Line Services Inc
- Translators Dot Com Inc

There were three (3) bid rejections for the reason(s) stated on the second page of the Award Recommendation "Bid Rejection Sheet". The bids from American Sign Language, Inc., Bromberg & Associates LLC, and Cal Interpreting & Translations have all been rejected for not complying with bid requirements.

The Economic Development & Diversity Compliance Department (EDDC) conducted a review of the respondents' compliance with SBBC Policy 3330, Section E.7.b. The GSC has recommended that the end-user department use a form of vendor rotation in the "bid" selection process to include at least one (1) SBBC Certified SMWBE in the bid process (if applicable).

A copy of the ITB documents is available online at: http://www.broward.k12.fl.us/supply/agenda/ITB-FY24-032_On-Site&VirtualForeignLanguageInterpretation.pdf.

Financial Impact
The financial impact to the District is up to $100,000 and will come from the existing Bilingual/ESOL department's general fund and Federal Grants such as Title III Part A and IDEA.

Financial Impact Table:

ACTION	DATE	TERM (months)	AMOUNT
Contract Award Amount	1/23/2024	36	$100,000
Total Contract Amount		**36**	**$100,000**

The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

PROCUREMENT & WAREHOUSING SERVICES

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	ITB24-032	**Preparation Date:**	November 3, 2023
Previous Bid # (Ex: 10-004R):	18-119V	**Buyer/PA:**	CHUCK HIGH
New Bid Award Total:	$100,000	**Bid Title:**	Oral and Phone Foreign Language Interpreter Services
Previous Award Total:	$50,000		
Bid Type:	NEW BID		
Previous Bid Term (Start Date):	9/6/2018	**New Bid Term (In Months):**	36
Previous Bid Term (End Date):	12/27/2023	**# of Months Into Bid:**	62

SPEND REPORTING	
Purchase Order(s) Spend:	$34,873
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$34,873**
Average Monthly Expenditure:	$562
Unused Authorized Spending:	**$15,127**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
135054-BROMBERG & ASSOCIATES LLC		$ 20,007
130983-IU LLC DBA ACD		$ 7,000
135352-COMPLETE CONTRACT CONSULTING LLC		$ 6,667
135356-ALLWORLD LANGUAGE CONSULTANTS INC		$ 600
135353-GENEVA WORLDWIDE INC		$ 600
	PO VENDOR SPEND:	**$ 34,873**
	P-CARD SPEND:	**$ -**
	TOTAL SPEND:	**$ 34,873**

NOTES: The Financial Analysis Worksheet (FAW) from the previous bid refelcted a historical spending average of approximately $395.00 per month to cover expenses for Oral and/or Phone Foreign Interpreter Services ONLY. (NOTE: This monthly average spending amount reflects costs calculated for a 180-day extension period for this bid). However, given the additional scope of work in the new bid (to include, but not limited to, on-site & virtual foreign language interpretation and written translation services), the monthly spend must increase to cover the costs for the additional services now required. Funding for these services comes from various federal program sources such as: the Title III Grant, Florida Diagnostic & Learning Resources System (FDLRS), Individuals with Disabilities Education Act (IDEA), and also from the BilIngual/ESOL Department General Funds.

Bilingual/ESE Gen. Funds
G/L Account: 53140000
Business Area: N/ A
Cost Center: 2735098170
Order: N/A
WBS Element: N/A
Fund: 1000 Grant: N/A
Functional Area: 6302000000000000
Funds Center: 2735098170

Title III Grant
G/L Account: 53140000
Business Area: N/A
Cost Center: N/A
Order: N/A
WB5 Element:
Fund: 4230 Grant:
Functional Area:
Funds Center: 2735098170

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center		**Name** (First & Last)	
Fund		**Title**	
Functional Area		**Department/School Name**	
Commitment Item		**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**11/2/2023**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Procurement & Warehousing Services
Broward County Public Schools

AWARD RECOMMENDATION

ITB #:	ITB24-032	Tentative Board Meeting Date*:	January 23, 2023		
ITB Title:	On-Site & Virtual Foreign Language Interpretation and Written Translation Services	# Notified:	14	# Downloaded:	38
		# of Responses Rec'd:	15	# of "No Bids":	0
For:	BiLingual/ESOL Department (School/Department)	ITB Opening Date :	November 27, 2023		
Fund:	Title III Grant & BiLingual/ESOL General Funds	Advertised Date:	November 8, 2023		

POSTING OF AWARD RECOMMENDATION: ITB Award Recommendations will be posted in the Procurement & Warehousing Services and www.Demandstar.com and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3) (b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

(*) The Cone of Silence, as stated in the ITB, is in effect until award is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

AWARD RECOMMENDATION

Fifteen (15) Proposals were received in response to Invitation to Bid (ITB) 24-032. It is recommended that this bid be awarded to Multiple Vendors as follows:

FLIX Translations Group LLC	Linguistica International Inc
Global TI Inc	PGLS LLC
Homeland Language Services LLC	Propio LS LLC
INGCO International LLC	The Translated Idea Inc
Interpreters Unlimited Inc	Transfective Language Services LLC
Language Line Services Inc	Translators Dot Com Inc

There were three (3) bid rejections. For reason(s) stated on the attached bid rejection sheet. The bid from American Sign Language, Inc., Bromberg & Associates LLC, and Cal Interpreting & Translations have all been rejected for not complying with bid requirements.

Contract period: **January 23, 2023,** through **December 27, 2026,** with an option for two (2) additional one (1) year renewal periods.

By: Daisy Chentes-Hernandez
(Purchasing Agent I)

Date: 12/08/2023

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

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

ITB24-032

On-Site & Virtual Foreign Language Interpretation and Written Translation Services

Bid Rejection Sheet

Reject entire bid from **American Sign Language, Inc**. In accordance with the ITB documents posted on DemandStar, November 8, 2023, all Bidders MUST complete the DEBARMENT FORM (Attachment C) which is also denoted in the Submittal Requirements Section of the Bidder Acknowledgement Form. Bidder did not provide the completed and signed form with their bid and therefore, did not meet ALL of the specifications, terms, and conditions of the ITB which has resulted in the disqualification of the entire bid.

Reject entire bid from **Bromberg & Associates LLC**. In accordance with the ITB documents posted on DemandStar, November 8, 2023, all bids ***MUST*** be received **on or before 2:00PM on November 27, 2023**. The bid from this Vendor was **received at 2:30 PM on 11/27/2023**, which resulted in the disqualification of the entire bid.

Reject entire bid from **Cal Interpreting & Translations**. In accordance with the ITB documents posted on DemandStar, November 8, 2023, all Bidders MUST complete the DEBARMENT FORM (Attachment C) which is also denoted in the Submittal Requirements Section of the Bidder Acknowledgement Form. Bidder did not provide the completed and signed form with their bid and therefore, did not meet ALL of the specifications, terms, and conditions of the ITB which has resulted in the disqualification of the entire bid.

.

Status: WITHDRAWN

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	OO. Strategy & Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-9.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

ITB24-200 - Conex Storage Containers
WITHDRAWN

REQUESTED ACTION:

Approve the Award of the Invitation to Bid (ITB); Contract Term: January 23, 2024, through January 22, 2027, with an option for two additional one-year renewal periods; Award Amount: $2,000,000; Awarded Vendor(s); Tropical Trailer Leasing, LLC; H84 Exports, LLC; Small/Minority/Women Business Enterprise Vendor: H84 Exports, LLC; District-wide.

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Award Recommendation
- Memo to Withdraw

FINANCIAL IMPACT:

$2,000,000, funded by the individual school or department budget as requested by the specific location.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Judith M. Marte	Phone:	754-321-2611
Name:	Deborah Czubkowski	Phone:	754-321-2659

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Judith M. Marte, Deputy Superintendent, Finance & Operations

Signature

Judith M. Marte, Deputy Superintendent, Finance & Operations

Electronic Signature
Form $4189 Revised 7/23
PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____
School Board Chair

For more information, please contact:
Name: Deborah Czubkowski
Title: Chief Facilities Officer
Phone: 754-321-2659

EXECUTIVE SUMMARY

Recommendation of $500,000 or Greater
ITB24-200 - Conex Storage Containers

Board Meeting Date: January 23, 2024

Requested Action
Approve the Award of the Invitation to Bid (ITB); Contract Term: January 23, 2024, through January 22, 2027, with an option for two additional one-year renewal periods; Award Amount: $2,000,000; Awarded Vendor(s); Tropical Trailer Leasing, LLC; H84 Exports, LLC; Small/Minority/Women Business Enterprise Vendor: H84 Exports, LLC; District-wide.

Impact if the Board Voted Yes or No

If the Board votes "Yes": Access to auxiliary or detached storage space/units for all schools and facilities – District-wide.

If the Board votes "No": Reduced access to auxiliary or detached storage space/units for all schools and facilities – District-wide.

Background/History
This bid provides a mechanism for Schools and Administrative Sites to obtain auxiliary or detached storage space/units for various purposes. Historically, items (excess furniture, materials, supplies, products) have been observed to be stored in locations (electrical rooms or mechanical rooms) not designated for storage, which becomes a safety hazard and a violation of the Florida Building Code. In addition, administrative and maintenance locations have existing auxiliary storage units for hazardous materials (petroleum-based or chemicals). As these units age, they are no longer repairable and need to be replaced. This bid provides weather-proof storage with optional accessories for air conditioning, lighting, electrical, and windows/doors depending on the facility's needs.

Alignment to 2027 Goals and Guardrails
Business Operations

Measurable Outcome(s)/Return on Investment
Access to auxiliary storage space for all Schools and Administrative Sites to maintain a safe and compliant facility for all staff, students, and visitors.

Procurement Method
This contract was competitively solicited in accordance with Purchasing Policy 3320 Part II, Rule D, and Florida Administrative Code 6A-1.012(7). A copy of the ITB document is available online at http://www.broward.k12.fl.us/supply/agenda/ITB24-200_ConexStorageContainers.pdf

Financial Impact
The spending authority requested is $2,000,000 and is funded by the individual school or department budget as requested by the specific location.

Financial Impact Table:

ACTION	DATE	TERM (months)	AMOUNT
Original spending authority request	01-23-2024	36	$2,000,000
Total Contract Amount		**36**	**$2,000,000**

The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

PROCUREMENT & WAREHOUSING SERVICES

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	ITB24-200	**Preparation Date:**	November 30, 2023
Previous Bid # (Ex: 10-004R):		**Buyer/PA:**	MARTINE CADESCA
New Bid Award Total:	$2,000,000	**Bid Title:**	Conex Storage Containers
Previous Award Total:			
Bid Type:	NEW BID		
Previous Bid Term (Start Date):	1/23/2024	**New Bid Term (In Months):**	36
Previous Bid Term (End Date):	1/22/2027	**# of Months Into Bid:**	

SPEND REPORTING	
Purchase Order(s) Spend:	
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	
Average Monthly Expenditure:	
Unused Authorized Spending:	
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
	PO VENDOR SPEND:	
	P-CARD SPEND:	$ -
	TOTAL SPEND:	

NOTES (Type Below):

Funding for this item will be from multiple sources.

School Budgets:
Fund 1000
Account 56310000
Funtional Area 7400000000000000
Center Various

Capital Projects:
Fund 3XXX
Account 56310000
Funtional Area 7400000000000000
WBS Various

PPO Budget:
Fund 1000
Account 56310000
Funtional Area 7400791880000000
Center Various

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center		**Name** (First & Last)	Pamela C. Norwood
Fund		**Title**	Finance Manager, PPO
Functional Area		**Department/School Name**	
Commitment Item		**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Procurement & Warehousing Services
Broward County Public Schools

AWARD RECOMMENDATION

ITB #:	ITB24-200	Tentative Board Meeting Date*:	01/23/2024		
ITB Title:	Conex Storage Containers	# Notified:	388	# Downloaded:	42
		# of Responses Rec'd:	2	# of "No Bids":	0
For:	Physical Plant Operations (School/Department)	ITB Opening Date :	11/14/2023		
Fund:	PPO Operating Budget	Advertised Date:	10/18/2023		

POSTING OF AWARD RECOMMENDATION: ITB Award Recommendations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on **11/21/2023 @ 3:00 PM** and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3) (b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

(*) The Cone of Silence, as stated in the ITB, is in effect until award is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

AWARD RECOMMENDATION

VENDOR(S) NAME	ITEM(S) AWARDED
TROPICAL TRAILER LEASING, LLC.	Primary: 1, 2, 3, 4, 5, 7, 8, 9, 10, 13 First Alternate: 6, 12
H84 EXPORTS, LLC.	Primary: 6, 11, 12 First Alternate: 1, 2, 3, 4, 5, 7, 8, 9, 10, 13

IN ORDER TO MEET THE NEEDS OF THE SCHOOL SYSTEM AND IN THE BEST INTEREST OF THE SCHOOL BOARD, THE ABOVE ITEMS ARE RECOMMENDED TO BE AWARDED TO THE BIDDERS LISTED.

CONTRACT PERIOD: JANUARY 23, 2024 THROUGH JANUARY 22, 2027.

By: Martine Cadesca (Purchasing Agent) Date: 11/21/2023

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

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

AWARD RECOMMENDATION

Award Legend:
Primary Awardee
1st Alternate Awardee

Bid #	ITB24-200		
Name	Conex Storage Containers		
Item #	Description	Tropical Trailer Leasing, LLC.	HM Exports, LLC.
1	**40' Conex Box New** (including marine plywood flooring or equipment, lockable double doors at tone end, weather-proof, neutral paint color, and delivery/ set-up.	$4,850.00	$8,000.00
2	40' Conex Box USED (including marine plywood flooring or equivalent, lockable double doors at one end, weather-proof, neutral paint color, and delivery/ set-up)	$3,750.00	$4,000.00
3	20' Conex Box NEW (including marine plywood flooring or equivalent, lockable double doors at one end, weather-proof, neutral paint color, and delivery/ set-up)	$3,900.00	$4,000.00
4	20' Conex Box Used (including marine plywood flooring or equivalent, lockable double doors at one end, weather-proof, neutral paint color, and delivery/ set-up)	$2,850.00	$3,000.00
5	Add Electrical for lighting, A/C unit, and/or accessories	$2,000.00	$2,500.00
6	A/C Unit with cage. 12,000 BTU	$1,800.00	$1,500.00
7	Metal Exterior Door/Frame 36" x 80" installed	$1,950.00	$3,600.00
8	LED Shop Lights 2'x4'	$650.00	$1,200.00
9	Electrical outlets 110/120V (various location)	$250.00	$600.00
10	Light switch /timer	$250.00	$600.00
11	Shelves (pricing per linear foot), Bracket and Wood plank, or price equivalent		$40.00
12	Impact Window 2'x3' (double pane with screen). No burglar bar required	$1,950.00	$1,450.00
13	Vents / Exhaust	$350.00	$550.00

Established 1915
BROWARD
County Public Schools

OFFICE OF THE SUPERINTENDENT
Dr. PETER B. LICATA
SUPERINTENDENT OF SCHOOLS

PHONE: 754-321-2600 **FAX:** 754-321-2701 **EMAIL:** superintendent@browardschools.com

Signatures on File

January 12, 2024

TO: School Board Members

FROM: Judith M. Marte
Deputy Superintendent, Operations

VIA: Dr. Peter B. Licata
Superintendent of Schools

SUBJECT**:** **WITHDRAWAL OF OO-9 - ITB24-200 - CONEX STORAGE CONTAINERS**

After researching the need to purchase additional storage containers, it was determined that this bid/service is no longer needed. Due to declined enrollment, storage space can be obtained within the existing buildings. Please withdraw OO-9 - ITB24-200 - Conex Storage Containers, from the January 23, Regular School Board Meeting.

PBL/JMM/JDA/MCC:bm
cc: Senior Leadership Team

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	OO. Strategy & Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-10.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **ITB-FY24-214 - Purchase and Repair of New and Used Golf Cart**

REQUESTED ACTION: **Approve the Award of the Invitation to Bid (ITB): Contract Term: January 23, 2024 through January 22, 2027; Award Amount: $880,000; Awarded Vendor(s): Advantage Golf Cars SEFL, LLC; Jeffrey-Allen, Inc.; Nasrep, Inc. d/b/a Broward Electric Car & Equipment; Phoenix Golf Car, Inc.; Small Minority/Women Business Enterprise Vendor(s) None; District-wide.**

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Award Recommendation

FINANCIAL IMPACT:

$880,000. The funding source will come from schools and department's operating budgets, and the capital budget for schools equipment.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Judith M. Marte	Phone:	754-321-2611
Name:	Deborah Czubkowski	Phone:	754-321-2659

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Judith M. Marte, Deputy Superintendent, Finance & Operations

Signature

Judith M. Marte, Deputy Superintendent, Finance & Operations

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23

PBL/VSW

For more information, please contact:
Name: Deborah Czubkowski
Title: Chief Facilities Officer
Phone: 754-321-2659

EXECUTIVE SUMMARY

Recommendation of $500,000 or Greater
ITB-FY24-214 – Purchase and Repair of New and Used Golf Carts

---

Board Meeting Date: January 23, 2024

Requested Action
Approve the award of the Invitation to Bid (ITB): Contract Term: January 23, 2024, through January 22, 2027; Award Amount: $880,000; Awarded Vendor(s): Advantage Golf Cars SEFL, LLC; Jeffrey-Allen, Inc.; Nasrep, Inc. d/b/a Broward Electric Car & Equipment; Phoenix Golf Car, Inc.; Small Minority/Women Business Enterprise Vendor(s): None; District-wide.

If the Board votes "Yes": The District will have a procurement method to purchase and repair golf carts, providing the District with an additional layer of security and safety on school campuses and Administrative sites.

If the Board votes "No": The District will not have a procurement method for purchasing and repairing golf carts.

Background/History
District's schools, centers, and departments utilize this bid to purchase and repair new and used golf carts. Golf carts are operated throughout the District as an added layer of safety and security on the school campus and to facilitate maintenance/custodial operations. This bid was awarded to multiple vendors to accommodate the District's need for prompt repair service of the District's inventory of golf carts.

Alignment to 2027 Goals and Guardrails
Business Operations

Measurable Outcome(s)/Return on Investment
Decrease response time for safety and security concerns and facilitate facility maintenance operations.

Procurement Method
The procurement method selected is a competitive solicitation, as required by Purchasing Policy 3320, Part II, Rule D, and Florida Administrative Code 6A-1.012(7). The solicitation for this ITB ran from September 20, 2023, through October 31, 2023. One hundred eleven (111) vendors were notified, and seventeen (17) downloaded the ITB. Procurement & Warehousing Services received four (4) responsive and responsible bids. The recommendation for the award was based on the lowest price for Group 1 and Group 3. For Group 2, the recommendation for the award was based on the highest fixed percentage discount.

A copy of the ITB documents is available online at http://www.broward.k12.fl.us/supply/agenda/ITB-FY24-214_PurchaseandRepairofNewandUsedGolfCarts.pdf.

Financial Impact
The spending authority requested is based on historical data of $880,000. The funding source will come from schools and departments' operating budgets and the capital budget for schools' equipment.

ACTION	TERM (months)	AMOUNT
Historical spending	49	$ 1,200.281
Historical monthly spending		$24,415
New contract (estimated spending)	36	$878,940
Total Contract Amount (rounded)		**$880,000**

The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

PROCUREMENT & WAREHOUSING SERVICES

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	FY24-214	**Preparation Date:**	November 28, 2023
Previous Bid # (Ex: 10-004R):	FY20-097	**Buyer/PA:**	MICHELLE WILCOX
New Bid Award Total:	$880,000	**Bid Title:**	Purchase Repair of New Used Reconditioned Golf Cart
Previous Award Total:	$1,219,500		
Bid Type:	New Bid		
Previous Bid Term (Start Date):	10/2/2019	**New Bid Term (In Months):**	36
Previous Bid Term (End Date):	8/31/2023	**# of Months Into Bid:**	49

SPEND REPORTING	
Purchase Order(s) Spend:	$1,196,315
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$1,196,315**
Average Monthly Expenditure:	$24,415
Unused Authorized Spending:	**$23,185**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION			
Awarded Vendors:		**M/WBE Status (If applicable):**	**Spend:**
140620	ADVANTAGE GOLF CARS SEFL LLC		$ 423,846
100067	NASREP INC DBA BROWARD ELECTRIC		$ 420,270
103208	ADVANTAGE GOLF CARS INC		$ 174,572
117881	SOUTHERN GOLF CARS INC		$ 89,901
113187	JEFFREY ALLEN INC		$ 84,810
136573	GOLF CAR & UTILITY VEHICLES DISTRIB		$ 2,916
0			
0			
0			
0			
0			
0			
0			
0			
0			
0			
0			
0			
0			
		PO VENDOR SPEND:	**$ 1,196,315**
		P-CARD SPEND:	**$ -**
		TOTAL SPEND:	**$ 1,196,315**

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	Various-District-wide	**Name** (First & Last)	Dale Spears
Fund	1000	**Title**	Director
Functional Area	7901000000000000	**Department/School Name**	Various-District-wide
Commitment Item	3609230010	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**12/4/2023**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Procurement & Warehousing Services
Broward County Public Schools

AWARD RECOMMENDATION

ITB #:	ITB 24-214	Tentative Board Meeting Date*:	12/12/2023		
ITB Title:	Purchase and Repair of New or Used Golf Cart	# Notified:	111	# Downloaded:	17
		# of Responses Rec'd:	4	# of "No Bids":	0
For:	Physical Plant Operations (School/Department)	ITB Opening Date :	10/31/23		
Fund:	School and Department Budget	Advertised Date:	9/20/23		

POSTING OF AWARD RECOMMENDATION: ITB 24-221 Award Recommendations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on **11/1/2023 @ 3:00 PM** and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3) (b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

(*) The Cone of Silence, as stated in the ITB, is in effect until award is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

AWARD RECOMMENDATION

VENDOR's NAME	ITEM(S) AWARDED
ADVANTAGE GOLF CARS SEFL, LLC .	Group: 1, 1A, 2, 3, 4, 5, 6, 7,7A, 8, 9, 10
JEFFREY-ALLEN, INC.	Group: 2, 5, 8, 9, 10
NASREP, INC. DBA BROWARD ELECTRIC CAR & EQUIPMENT	Group: 1A ,4 ,5, 6, 7, 7A, 8,9, 10
PHOENIX GOLF CAR, INC.	Group: 1, 1A, 2 ,3 ,4 ,5, 6, 7, 7A, 8, 9, 10

IN ORDER TO MEET THE NEEDS OF THE SCHOOL SYSTEM AND IN THE BEST INTEREST OF THE SCHOOL BOARD, THE ABOVE ITEMS ARE RECOMMENDED TO BE AWARDED TO THE BIDDERS LISTED

CONTRACT PERIOD: JANUARY 23, 2023 THROUGH JANUARY 22, 2027

By: Michelle Bst mj

(Purchasing Agent)

Date: 11/1/23

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

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

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	OO. Strategy & Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-11.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **ITB-24-222 - Construction Equipment Rental**

REQUESTED ACTION: **Approve the Award of the Invitation to Bid (ITB); Contract Term: April 1, 2024 through March 31, 2027, with an option for two additional one-year renewal periods; Award Amount: $1,373,000; Awarded Vendor(s): Sunbelt Rentals, Inc.; Gold Coast Crane, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide.**

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Award Recommendation

FINANCIAL IMPACT:

$1,373,000 and is funded by the Physical Plant Operations department operating budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Safety **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Judith M. Marte	Phone:	754-321-2611
Name:	Deborah Czubkowski	Phone:	754-321-2659

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Judith M. Marte, Deputy Superintendent, Operations

Signature

Judith M. Marte, Deputy Superintendent, Operations

Electronic Signature

Form $4189 Revised 7/23

PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

For more information, please contact:
Name: Deborah Czubkowski
Title: Chief Facilities Officer
Phone: 754-321-2659

EXECUTIVE SUMMARY

Recommendation of $500,000 or Greater
ITB24-222 – Construction Equipment Rental

Board Meeting Date: January 23, 2024

Requested Action
Approve the Award of the Invitation to Bid (ITB); Contract Term: April 1, 2024 through March 31, 2027, with an option for two additional one-year renewal periods; Award Amount: $1,373,000; Awarded Vendor(s): Sunbelt Rentals, Inc.; Gold Coast Crane, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide.

Impact if the Board Voted Yes or No

If the Board votes "Yes": Continued access to heavy equipment rental and crane services used by various trades within Physical Plant Operations (PPO).

If the Board votes "No": Reduced access to heavy equipment rental and crane services.

Background/History:
This Bid is utilized by The Physical Plant Operations (PPO) Department as part of their preventive and routine maintenance and capital renovations program. The services in this bid provide heavy equipment rental of cranes bulldozers, forklifts, backhoes, graders, and aerial lifts. This equipment is used by various PPO trades on an as needed basis. New prices went up from five years ago on average of thirty percent.

Alignment to 2027 Goals and Guardrails
Business Operations

Measurable Outcome(s)/Return on Investment
Access to heavy equipment rental for all Schools, Facilities, and Administrative Sites – District-wide.

Procurement Method
The procurement method chosen was through a competitive solicitation, which is required by Purchasing Policy 3320, Part II, Rule D, and Florida Administrative Code 6A-1.012(7).
A copy of the ITB documents is available online at: http://www.broward.k12.fl.us/supply/agenda/ITB24-222_ConstructionEquipmentRental.pdf

Financial Impact
The spending authority requested is $1,373,000 and is funded by the Physical Plant Operations operating budget.

Financial Impact Table:

ACTION	DATE	TERM (months)	AMOUNT
Original spending authority request	3/30/2024	36	$1,373,000
Total Contract Amount			**$ 1,373,000**

The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

PROCUREMENT & WAREHOUSING SERVICES

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	ITB 24-222	**Preparation Date:**	October 5, 2023
Previous Bid # (Ex: 10-004R):	19-099R	**Buyer/PA:**	MARK COHEN
New Bid Award Total:	$1,373,000	**Bid Title:**	Construction Equipment Rental
Previous Award Total:	$1,715,000		
Bid Type:	ITB		
Previous Bid Term (Start Date):	3/11/2019	**New Bid Term (In Months):**	36
Previous Bid Term (End Date):	3/30/2024	**# of Months Into Bid:**	55

SPEND REPORTING	
Purchase Order(s) Spend:	$1,613,401
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$1,613,401**
Average Monthly Expenditure:	$29,335
Unused Authorized Spending:	**$101,599**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
108228-SUNBELT RENTALS INC		$ 771,329
101915-GOLD COAST CRANE SERVICE INC		$ 478,500
136287-UNITED RENTALS (NORTH AMERICA) INC		$ 363,572
	PO VENDOR SPEND:	**$ 1,613,401**
	P-CARD SPEND:	**$ -**
	TOTAL SPEND:	**$ 1,613,401**

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	Various Schools and Admin Locations	**Name** (First & Last)	Alison Witoshynsky
Fund	1000/37XX	**Title**	Task Assigned Executive Director
Functional Area	8104721500000000/74007060600000000/7400806580000000	**Department/School Name**	Physical Plant Operations
Commitment Item	53510000/56820000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**12/10/2023**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Procurement & Warehousing Services
Broward County Public Schools

AWARD RECOMMENDATION

ITB #:	ITB 24-222	Tentative Board Meeting Date*:	1/23/2024		
ITB Title:	Construction Equipment Rental	# Notified:	61	# Downloaded:	16
		# of Responses Rec'd:	2	# of "No Bids":	0
For:	Physical Plant Operations (School/Department)	ITB Opening Date :	11/28/2023		
Fund:	PPO Operating Budget	Advertised Date:	10/23/2023		

POSTING OF AWARD RECOMMENDATION: ITB 24-222 Award Recommendations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on **12/4/2023 @ 2:00 PM** and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3) (b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

(*) The Cone of Silence, as stated in the ITB, is in effect until award is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

AWARD RECOMMENDATION

VENDOR's NAME	ITEM(S) AWARDED
GOLD COAST CRANE SERVICE, INC.	15-25
SUNBELT RENTALS, INC.	1-7, 10, 12,13, 26-47, 49-69, 71-73, 78-81, 83, 85-101, 103-104

IN ORDER TO MEET THE NEEDS OF THE SCHOOL SYSTEM AND IN THE BEST INTEREST OF THE SCHOOL BOARD, THE ABOVE ITEMS ARE RECOMMENDED TO BE AWARDED TO THE BIDDERS LISTED

Items 8, 9, 11, 14, 48, 70, 74, 75, 76, 77, 82, 84, 102: No bids received. Items will not be rebid at a later date.

CONTRACT PERIOD: APRIL 1, 2024 THROUGH MARCH 31, 2027

By: *Mark Cohen* (Purchasing Agent) Date: 12/4/2023

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

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

Company Representative	
Company Name	SUNBELT RENTALS, INC.
Company Representative	TERI SOOBITSKY
Email Address	teresa.soobitsky@sunbeltrentals.com
Phone Number	954-275-9559
Fax Number	803-578-6648
Website Address	www.sunbeltrentals.com
Street Address	1799 INNOVATION POINT
City	FORT MILL
State	SC
Zip Code	29715
After Hours Contact	888-880-2877
M/WBE Certification*	
Agency Issuer*	

*Review General Condition 52 prior to completing

Company Representative	
Company Name	Gold Coast Crane Service, Inc
Company Representative	David Short
Email Address	davidshort@goldcoastcrane.com
Phone Number	954-922-6782
Fax Number	954-920-0087
Website Address	www.goldcoastcrane.com
Street Address	PO Box 5950
City	Hollywood
State	FL
Zip Code	33083
After Hours Contact	954-632-2316
M/WBE Certification*	
Agency Issuer*	

*Review General Condition 52 prior to completing

PER SPECIAL CONDITION 19: WHERE INDICATED, BOTH THE MANUFACTURER MAKE AND MODEL NUMBER MUST BE COMPLETED FOR EACH ITEM OR THE BID CANNOT BE CONSIDERED

Item #1 - BACKHOE, Caterpillar 312 BAC with thumb or demolition grapple, track-mounted, 3/4 or 1 cubic yard bucket with enclosed A/C cab or equivalent

1	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	150	Daily Rental Rate	Days	$ 465.00	$ 69,750.00
B	10	Weekly Rental Rate	Weeks	$ 1,620.00	$ 16,200.00
C	2	Monthly Rental	Months	$ 4,374.00	$ 8,748.00
D	162	Total Mobilization Charge (If Any)	Each	$ 800.00	$ 129,600.00
				Total Bid Item 1	**$ 224,298.00**

Manufacturer	JCB
Model	131X

Additional Information for Item #1 (if available)

Description	Unit of Measure	Unit Price
Operator only, labor rate	Per Hour	**NA**
Operator only, overtime labor rate	Per Hour	
Operator only, weekend and holiday labor rate	Per Hour	
Overtime mobilization charge (more than 8 hours per day)	Per Hour	

Item #2 - BACKHOE, Caterpillar 316 with thumb or demolition grapple, track-mounted, 3/4 or 1 cubic yard bucket with enclosed A/C cab or equivalent

2	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	150	Daily Rental Rate	Days	$ 465.00	$ 69,750.00
B	10	Weekly Rental Rate	Weeks	$ 1,630.00	$ 16,300.00
C	2	Monthly Rental	Months	$ 4,397.00	$ 8,794.00
D	162	Total Mobilization Charge (If Any)	Each	$ 800.00	$ 129,600.00
				Total Bid Item 2	**$ 224,444.00**

Manufacturer	HITACHI
Model	ZX135

Additional Information for Item #2 (if available)

Description	Unit of Measure	Unit Price
Operator only, labor rate	Per Hour	**NA**
Operator only, overtime labor rate	Per Hour	
Operator only, weekend and holiday labor rate	Per Hour	
Overtime mobilization charge (more than 8 hours per day)	Per Hour	

Item #3 - BACKHOE, Caterpillar 318 with thumb or demolition grapple, track-mounted, 3/4 or 1 cubic yard bucket with enclosed A/C cab or equivalent

3	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	150	Daily Rental Rate	Days	$ 565.00	$ 84,750.00
B	10	Weekly Rental Rate	Weeks	$ 1,985.00	$ 19,850.00

PER SPECIAL CONDITION 19: WHERE INDICATED, BOTH THE MANUFACTURER MAKE AND MODEL NUMBER MUST BE COMPLETED FOR EACH ITEM OR THE BID CANNOT BE CONSIDERED

C	6	Monthly Rental	Months	$	5,360.00	$	32,160.00
D	162	Total Mobilization Charge (If Any)	Each	$	900.00	$	145,800.00
					Total Bid Item 3	**$**	**282,560.00**

Manufacturer	JCB
Model	220X

Additional Information for Item #3 (if available)

Description	Unit of Measure	Unit Price
Operator only, labor rate	Per Hour	**NA**
Operator only, overtime labor rate	Per Hour	
Operator only, weekend and holiday labor rate	Per Hour	
Overtime mobilization charge (more than 8 hours per day)	Per Hour	

Item #4 - BACKHOE, Caterpillar 320 with thumb or demolition grapple track mower, with 1-2 cubic yard bucket with enclosed A/C cab or equivalent

4	Estimated Quantity	Price per	Unit of Measure		Sunbelt Unit Price		Total
A	10	Weekly Rental Rate	Weeks	$	1,985.00	$	19,850.00
B	3	Monthly Rental	Months	$	5,360.00	$	16,080.00
C	13	Total Mobilization Charge (If Any)	Each	$	900.00	$	11,700.00
					Total Bid Item 4	**$**	**47,630.00**

Manufacturer	JCB
Model	220X

Additional Information for Item #4 (if available)

Description	Unit of Measure	Unit Price
Operator only, labor rate	Per Hour	**NA**
Operator only, overtime labor rate	Per Hour	
Operator only, weekend and holiday labor rate	Per Hour	
Overtime mobilization charge (more than 8 hours per day)	Per Hour	

Item #5 - BACKHOE, Caterpillar 330, with thumb or demolition grappler, track-mounted, with 1-2 cubic yard bucket with enclosed A/C cab or equivalent

5	Estimated Quantity	Price per	Unit of Measure		Sunbelt Unit Price		Total
A	10	Weekly Rental Rate	Weeks	$	3,245.00	$	32,450.00
B	3	Monthly Rental	Months	$	8,769.00	$	26,307.00
C	13	Total Mobilization Charge (If Any)	Each	$	1,200.00	$	15,600.00
					Total Bid Item 5	**$**	**74,357.00**

Manufacturer	KOBELCO
Model	SK350

Additional Information for Item #5 (if available)

Description	Unit of Measure	Unit Price
Operator only, labor rate	Per Hour	**NA**
Operator only, overtime labor rate	Per Hour	
Operator only, weekend and holiday labor rate	Per Hour	

PER SPECIAL CONDITION 19: WHERE INDICATED, BOTH THE MANUFACTURER MAKE AND MODEL NUMBER MUST BE COMPLETED FOR EACH ITEM OR THE BID CANNOT BE CONSIDERED

Overtime mobilization charge (more than 8 hours per day)	Per Hour	

Item #6 - BACKHOE/EXCAVATOR, Bobcat E50 with grapple attachment or equivalent

6	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	175	Daily Rental Rate	Days	$ 575.00	$ 100,625.00
B	10	Weekly Rental Rate	Weeks	$ 1,580.00	$ 15,800.00
C	2	Monthly Rental	Months	$ 2,885.00	$ 5,770.00
D	187	Total Mobilization Charge (If Any)	Each	$ 500.00	$ 93,500.00
				Total Bid Item 6	**$ 215,695.00**

Manufacturer	BOBCAT
Model	E50 WITH THUMB

Additional Information for Item #6 (if available)

Description	Unit of Measure	Unit Price
Operator only, labor rate	Per Hour	**NA**
Operator only, overtime labor rate	Per Hour	NA
Operator only, weekend and holiday labor rate	NA	NA
Overtime mobilization charge (more than 8 hours per day)	Per Hour	NA

Item #7 - MINI-EXCAVATOR, Bobcat 325 or equivalent

7	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	175	Daily Rental Rate	Days	$ 380.00	$ 66,500.00
B	10	Weekly Rental Rate	Weeks	$ 1,070.00	$ 10,700.00
C	2	Monthly Rental	Months	$ 1,768.00	$ 3,536.00
D	187	Total Mobilization Charge (If Any)	Each	$ 500.00	$ 93,500.00
				Total Bid Item 7	**$ 174,236.00**

Manufacturer	BOBCAT
Model	E26

Additional Information for Item #7 (if available)

Description	Unit of Measure	Unit Price
Operator only, labor rate	Per Hour	**NA**
Operator only, overtime labor rate	Per Hour	NA
Operator only, weekend and holiday labor rate	Per Hour	NA
Overtime mobilization charge (more than 8 hours per day)	Per Hour	NA

Item #8 - CATERPILLAR 272-02 track mounted skid steer with enclosed A/C cab or equivalent

8	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	10	Weekly Rental Rate	Weeks	NO BID	#VALUE!
B	3	Monthly Rental	Months	NO BID	#VALUE!
C	13	Total Mobilization Charge (If Any)	Each	NO BID	#VALUE!
				Total Bid Item 8	**#VALUE!**

Manufacturer	NA

PER SPECIAL CONDITION 19: WHERE INDICATED, BOTH THE MANUFACTURER MAKE AND MODEL NUMBER MUST BE COMPLETED FOR EACH ITEM OR THE BID CANNOT BE CONSIDERED

Model	NA

Additional Information for Item #8 (if available)

Description	Unit of Measure	Unit Price
Operator only, labor rate	Per Hour	**NA**
Operator only, overtime labor rate	Per Hour	NA
Operator only, weekend and holiday labor rate	Per Hour	NA
Overtime mobilization charge (more than 8 hours per day)	Per Hour	NA

Item #9 - CATERPILLAR 297 02 Track mounted skid steer with enclosed A/C cab

9	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	10	Weekly Rental Rate	Weeks	NO BID	#VALUE!
B	12	Monthly Rental	Months	NO BID	#VALUE!
C	13	Total Mobilization Charge (If Any)	Each	NO BID	#VALUE!
				Total Bid Item 9	**#VALUE!**

Manufacturer	NA
Model	NA

Additional Information for Item #9 (if available)

Description	Unit of Measure	Unit Price
Operator only, labor rate	Per Hour	**NA**
Operator only, overtime labor rate	Per Hour	NA
Operator only, weekend and holiday labor rate	Per Hour	NA
Overtime mobilization charge (more than 8 hours per day)	Per Hour	NA

Item #10 - MINI-EXCAVATOR, Bobcat #85 or equivalent

10	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	175	Daily Rental Rate	Days	$ 675.00	$ 118,125.00
B	3	Weekly Rental Rate	Weeks	$ 1,925.00	$ 5,775.00
C	13	Monthly Rental	Months	$ 3,645.00	$ 47,385.00
D	187	Total Mobilization Charge (If Any)	Each	$ 500.00	$ 93,500.00
				Total Bid Item 10	**$ 264,785.00**

Manufacturer	JCB
Model	85Z

Additional Information for Item #10 (if available)

Description	Unit of Measure	Unit Price
Operator only, labor rate	Per Hour	**NA**
Operator only, overtime labor rate	Per Hour	NA
Operator only, weekend and holiday labor rate	Per Hour	NA
Overtime mobilization charge (more than 8 hours per day)	Per Hour	NA

Item #11 - CATERPILLAR 299 02 Track mounted skid steer With enclosed AC cab

PER SPECIAL CONDITION 19: WHERE INDICATED, BOTH THE MANUFACTURER MAKE AND MODEL NUMBER MUST BE COMPLETED FOR EACH ITEM OR THE BID CANNOT BE CONSIDERED

11	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	10	Weekly Rental Rate	Weeks	NO BID	#VALUE!
B	12	Monthly Rental	Months	NO BID	#VALUE!
C	13	Total Mobilization Charge (If Any)	Each	NO BID	#VALUE!
				Total Bid Item 11	**#VALUE!**

Manufacturer	NA
Model	NA

Additional Information for Item #11 (if available)

Description	Unit of Measure	Unit Price
Operator only, labor rate	Per Hour	**NA**
Operator only, overtime labor rate	Per Hour	NA
Operator only, weekend and holiday labor rate	Per Hour	NA
Overtime mobilization charge (more than 8 hours per day)	Per Hour	NA

Item #12 - BOBCAT 185 or equivalent

12	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	10	Weekly Rental Rate	Weeks	$ 1,095.00	$ 10,950.00
B	3	Monthly Rental	Months	$ 2,155.00	$ 6,465.00
C	13	Total Mobilization Charge (If Any)	Each	$ 500.00	$ 6,500.00
				Total Bid Item 12	**$ 23,915.00**

Manufacturer	BOBCAT
Model	S550

Additional Information for Item #12 (if available)

Description	Unit of Measure	Unit Price
Operator only, labor rate	Per Hour	**NA**
Operator only, overtime labor rate	Per Hour	NA
Operator only, weekend and holiday labor rate	Per Hour	NA
Overtime mobilization charge (more than 8 hours per day)	Per Hour	NA

Item #13 - BOBCAT T190 or equivalent

13	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	10	Weekly Rental Rate	Weeks	$ 1,225.00	$ 12,250.00
B	3	Monthly Rental	Months	$ 2,720.00	$ 8,160.00
C	13	Total Mobilization Charge (If Any)	Each	$ 500.00	$ 6,500.00
				Total Bid Item 13	**$ 26,910.00**

Manufacturer	BOBCAT
Model	T550

Additional Information for Item #13 (if available)

Description	Unit of Measure	Unit Price
Operator only, labor rate	Per Hour	**NA**
Operator only, overtime labor rate	Per Hour	NA
Operator only, weekend and holiday labor rate	Per Hour	NA

PER SPECIAL CONDITION 19: WHERE INDICATED, BOTH THE MANUFACTURER MAKE AND MODEL NUMBER MUST BE COMPLETED FOR EACH ITEM OR THE BID CANNOT BE CONSIDERED

Overtime mobilization charge (more than 8 hours per day)	Per Hour	NA

Item #14 - BUCKET TRUCK for security lighting, grounded for use near power lines with 35-45' boom height or equivalent					
14	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	10	Weekly Rental Rate	Weeks	NO BID	#VALUE!
B	3	Monthly Rental	Months	NO BID	#VALUE!
C	13	Total Mobilization Charge (If Any)	Each	NO BID	#VALUE!
				Total Bid Item 14	**#VALUE!**

Manufacturer	NA
Model	NA

PER SPECIAL CONDITION 19: WHERE INDICATED, BOTH THE MANUFACTURER MAKE AND MODEL NUMBER MUST BE COMPLETED FOR EACH ITEM OR THE BID CANNOT BE CONSIDERED

Item #15 - Crane with Operator, 15 Ton with Jib Extension

15	Estimated Quantity	Price per	Unit of Measure	Gold Coast Crane Unit Price	Total
A	1000	Hourly Rental Rate	Per Hour	$ 110.00	$ 110,000.00
B	125	Total Mobilization Charge (If Any)	Each	$ 150.00	$ 18,750.00
				Total Bid Item 15	**$ 128,750.00**

Additional Information Required for Item #15

Description	Unit of Measure	Gold Coast Crane Unit Price
Operator only, overtime labor rate	Per Hour	$ 55.00
Operator only, weekend and holiday labor rate	Per Hour	$ 55.00
Overtime mobilization charge (more than 8 hours per day)	Per Hour	$ 150.00
Manufacturer	NATIONAL	
Model	800C	

Item #16 - Crane with Operator, 20 Ton with Minimum Boom Height of 135'

16	Estimated Quantity	Price per	Unit of Measure	Gold Coast Crane Unit Price	Total
A	1000	Hourly Rental Rate	Per Hour	$ 110.00	$ 110,000.00
B	125	Total Mobilization Charge (If Any)	Each	$ 150.00	$ 18,750.00
				Total Bid Item 16	**$ 128,750.00**

Additional Information Required for Item #16

Description	Unit of Measure	Gold Coast Crane Unit Price
Operator only, overtime labor rate	Per Hour	$ 55.00
Operator only, weekend and holiday labor rate	Per Hour	$ 55.00
Overtime mobilization charge (more than 8 hours per day)	Per Hour	$ 150.00
Manufacturer	NATIONAL	
Model	1200	

Item #17 - Hydro Crane with Operator, 40 Ton with Minimum Boom Height of 135'

17	Estimated Quantity	Price per	Unit of Measure	Gold Coast Crane Unit Price	Total
A	1000	Hourly Rental Rate	Per Hour	$ 150.00	$ 150,000.00
B	125	Total Mobilization Charge (If Any)	Each	$ 300.00	$ 37,500.00
				Total Bid Item 17	**$ 187,500.00**

Additional Information Required for Item 17

Description	Unit of Measure	Gold Coast Crane Unit Price
Operator only, overtime labor rate	Per Hour	$ 55.00

PER SPECIAL CONDITION 19: WHERE INDICATED, BOTH THE MANUFACTURER MAKE AND MODEL NUMBER MUST BE COMPLETED FOR EACH ITEM OR THE BID CANNOT BE CONSIDERED

Operator only, weekend and holiday labor rate	Per Hour	$ 55.00
Overtime mobilization charge (more than 8 hours per day)	Per Hour	$ 280.00
Manufacturer	LINKBELT	
Model	HTC 1040	

Item 18 - Hydro Crane with Operator and Flagman, 60 Ton

18	Estimated Quantity	Price per	Unit of Measure	Gold Coast Crane Unit Price	Total
A	1000	Hourly Rental Rate	Per Hour	$ 185.00	$ 185,000.00
B	125	Total Mobilization Charge (If Any)	Each	$ 350.00	$ 43,750.00
				Total Bid Item 18	**$ 228,750.00**

Additional Information Required for Item 18

Description	Unit of Measure	Gold Coast Crane Unit Price
Operator only, overtime labor rate	Per Hour	$ 55.00
Operator only, weekend and holiday labor rate	Per Hour	$ 55.00
Overtime mobilization charge (more than 8 hours per day)	Per Hour	$ 350.00
Flagman only, overtime labor rate	Per Hour	$ 65.00
Flagman only, weekend and holiday labor rate	Per Hour	$ 65.00
Manufacturer	GROVE	
Model	TMS 760	

Item 19 - Hydro Crane with Operator and Flagman, 75 Ton

19	Estimated Quantity	Price per	Unit of Measure	Gold Coast Crane Unit Price	Total
A	1000	Hourly Rental Rate	Per Hour	$ 195.00	$ 195,000.00
B	125	Total Mobilization Charge (If Any)	Each	$ 360.00	$ 45,000.00
				Total Bid Item 19	**$ 240,000.00**

Additional Information Required for Item 19

Description	Unit of Measure	Gold Coast Crane Unit Price
Operator only, overtime labor rate	Per Hour	$ 55.00
Operator only, weekend and holiday labor rate	Per Hour	$ 55.00
Overtime mobilization charge (more than 8 hours per day)	Per Hour	$ 415.00
Flagman only, overtime labor rate	Per Hour	$ 65.00
Flagman only, weekend and holiday labor rate	Per Hour	$ 65.00
Manufacturer	LINKBELT	
Model	HTC 8675	

Item 20 - Hydro Crane with Operator and Flagman, 100 Ton

20	Estimated Quantity	Price per	Unit of Measure	Gold Coast Crane Unit Price	Total

PER SPECIAL CONDITION 19: WHERE INDICATED, BOTH THE MANUFACTURER MAKE AND MODEL NUMBER MUST BE COMPLETED FOR EACH ITEM OR THE BID CANNOT BE CONSIDERED

A	1000	Hourly Rental Rate	Per Hour	$	250.00	$	250,000.00
B	125	Total Mobilization Charge (If Any)	Each	$	600.00	$	75,000.00
				Total Bid Item 20		**$**	**325,000.00**

Additional Information Required for Item 20

Description	Unit of Measure	Gold Coast Crane Unit Price
Operator only, overtime labor rate	Per Hour	$ 55.00
Operator only, weekend and holiday labor rate	Per Hour	$ 55.00
Overtime mobilization charge (more than 8 hours per day)	Per Hour	$ 650.00
Flagman only, overtime labor rate	Per Hour	$ 65.00
Flagman only, weekend and holiday labor rate	Per Hour	$ 65.00
Manufacturer	GROVE	
Model	TM 9120	

Item 21- Hydro Crane with Operator and Flagman, 120 Ton

21	Estimated Quantity	Price per	Unit of Measure	Gold Coast Crane Unit Price		Total
A	320	Hourly Rental Rate	Per Hour	$ 295.00	$	94,400.00
B	40	Total Mobilization Charge (If Any)	Each	$ 850.00	$	34,000.00
				Total Bid Item 21	**$**	**128,400.00**

Additional Information Required for Item 21

Description	Unit of Measure	Gold Coast Crane Unit Price
Operator only, overtime labor rate	Per Hour	$ 60.00
Operator only, weekend and holiday labor rate	Per Hour	$ 60.00
Overtime mobilization charge (more than 8 hours per day)	Per Hour	$ 900.00
Flagman only, overtime labor rate	Per Hour	$ 60.00
Flagman only, weekend and holiday labor rate	Per Hour	$ 60.00
Manufacturer	GROVE	
Model	TM 9120	

Item 22 - Hydro Crane with Operator and Flagman, 165 Ton

22	Estimated Quantity	Price per	Unit of Measure	Gold Coast Crane Unit Price		Total
A	320	Hourly Rental Rate	Per Hour	$ 325.00	$	104,000.00
B	40	Total Mobilization Charge (If Any)	Each	$ 1,750.00	$	70,000.00
				Total Bid Item 22	**$**	**174,000.00**

Additional Information Required for Item 22

Description	Unit of Measure	Gold Coast Crane Unit Price
Operator only, overtime labor rate	Per Hour	$ 60.00
Operator only, weekend and holiday labor rate	Per Hour	$ 60.00

PER SPECIAL CONDITION 19: WHERE INDICATED, BOTH THE MANUFACTURER MAKE AND MODEL NUMBER MUST BE COMPLETED FOR EACH ITEM OR THE BID CANNOT BE CONSIDERED

Overtime mobilization charge (more than 8 hours per day)	Per Hour	$ 375.00
Flagman only, overtime labor rate	Per Hour	$ 60.00
Flagman only, weekend and holiday labor rate	Per Hour	$ 60.00
Manufacturer	KRUPP	
Model	KMK 5175	

Item 23 - Hydro Crane with Operator and Flagman, 225 Ton

23	Estimated Quantity	Price per	Unit of Measure	Gold Coast Crane Unit Price	Total
A	320	Hourly Rental Rate	Per Hour	$ 375.00	$ 120,000.00
B	40	Total Mobilization Charge (If Any)	Each	$ 5,000.00	$ 200,000.00
				Total Bid Item 23	**$ 320,000.00**

Additional Information Required for Item 23

Description	Unit of Measure	Gold Coast Crane Unit Price
Operator only, overtime labor rate	Per Hour	$ 60.00
Operator only, weekend and holiday labor rate	Per Hour	$ 60.00
Overtime mobilization charge (more than 8 hours per	Per Hour	$ 450.00
Flagman only, overtime labor rate	Per Hour	$ 60.00
Flagman only, weekend and holiday labor rate	Per Hour	$ 60.00
Manufacturer	KRUPP	
Model	KMK 6250	

Item 24 - Hydro Crane with Operator and Flagman, 300 Ton

24	Estimated Quantity	Price per	Unit of Measure	Gold Coast Crane Unit Price	Total
A	320	Hourly Rental Rate	Per Hour	$ 450.00	$ 144,000.00
B	40	Total Mobilization Charge (If Any)	Each	$ 5,500.00	$ 220,000.00
				Total Bid Item 24	**$ 364,000.00**

Additional Information Required for Item 24

Description	Unit of Measure	Gold Coast Crane Unit Price
Operator only, overtime labor rate	Per Hour	$ 60.00
Operator only, weekend and holiday labor rate	Per Hour	$ 60.00
Overtime mobilization charge (more than 8 hours per	Per Hour	$ 450.00
Flagman only, overtime labor rate	Per Hour	$ 60.00
Flagman only, weekend and holiday labor rate	Per Hour	$ 60.00
Manufacturer	GROVE	
Model	GMK 6300	

Item 25 - 45' Flatbed Trailer with Truck and Driver (for HVAC equipment pickup and delivery)

25	Estimated Quantity	Price per	Unit of Measure	Gold Coast Crane Unit Price	Total

PER SPECIAL CONDITION 19: WHERE INDICATED, BOTH THE MANUFACTURER MAKE AND MODEL NUMBER MUST BE COMPLETED FOR EACH ITEM OR THE BID CANNOT BE CONSIDERED

A	320	Hourly Rental Rate	Per Hour	$	100.00	$	32,000.00
B	40	Total Mobilization Charge (If Any)	Each	$	150.00	$	6,000.00
				Total Bid Item 25		**$**	**38,000.00**

Additional Information Required for Item 25

Description	Unit of Measure	Gold Coast Crane Unit Price
Operator only, overtime labor rate	Per Hour	$ 55.00
Operator only, weekend and holiday labor rate	Per Hour	$ 55.00
Overtime mobilization charge (more than 8 hours per	Per Hour	$ 150.00
Flagman only, overtime labor rate	Per Hour	$ 55.00
Flagman only, weekend and holiday labor rate	Per Hour	$ 55.00
Manufacturer		
Model		

PER SPECIAL CONDITION 19: WHERE INDICATED, BOTH THE MANUFACTURER MAKE AND MODEL NUMBER MUST BE COMPLETED FOR EACH ITEM OR THE BID CANNOT BE CONSIDERED

Item #26 - BULLDOZER, Caterpillar D3C with 6-way blade or equivalent

26	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	25	Weekly Rental Rate	Weeks	$ 1,400.00	$ 35,000.00
B	5	Monthly Rental	Months	$ 3,780.00	$ 18,900.00
C	30	Total Mobilization Charge (If Any)	Each	$ 900.00	$ 27,000.00
				Total Bid Item 26	**$ 80,900.00**

Manufacturer	JOHN DEERE
Model	450LGP

Additional Information for Item #25 (if available)

Description	Unit of Measure	Unit Price
Operator only, labor rate	Per Hour	**NA**
Operator only, overtime labor rate	Per Hour	
Operator only, weekend and holiday labor rate	Per Hour	
Overtime mobilization charge (more than 8 hours per	Per Hour	

Item #27 - BULLDOZER, Caterpillar D5H with 6-way blade or equivalent

27	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	25	Weekly Rental Rate	Weeks	$ 2,000.00	$ 50,000.00
B	5	Monthly Rental	Months	$ 5,400.00	$ 27,000.00
C	30	Total Mobilization Charge (If Any)	Each	$ 1,000.00	$ 30,000.00
				Total Bid Item 27	**$ 107,000.00**

Manufacturer	JOHN DEERE
Model	650 LGP

Additional Information for Item #26 (if available)

Description	Unit of Measure	Unit Price
Operator only, labor rate	Per Hour	**NA**
Operator only, overtime labor rate	Per Hour	
Operator only, weekend and holiday labor rate	Per Hour	
Overtime mobilization charge (more than 8 hours per	Per Hour	

Item #28 - BULLDOZER, Caterpillar D6 or equivalent

28	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	25	Weekly Rental Rate	Weeks	$ 3,085.00	$ 77,125.00
B	25	Total Mobilization Charge (If Any)	Each	$ 1,200.00	$ 30,000.00
				Total Bid Item 28	**$ 107,125.00**

Manufacturer	JOHN DEERE
Model	750 LGP

LGP

PER SPECIAL CONDITION 19: WHERE INDICATED, BOTH THE MANUFACTURER MAKE AND MODEL NUMBER MUST BE COMPLETED FOR EACH ITEM OR THE BID CANNOT BE CONSIDERED

Description	Unit of Measure	Unit Price
Operator only, labor rate	Per Hour	**NA**
Operator only, overtime labor rate	Per Hour	
Operator only, weekend and holiday labor rate	Per Hour	
Overtime mobilization charge (more than 8 hours per	Per Hour	

Item #28 - ROUGH TERRAIN MATERIAL HANDLER, Genie 5519 or equivalent

29	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	100	Daily Rental Rate	Days	$ 455.00	$ 45,500.00
B	5	Weekly Rental Rate	Weeks	$ 1,085.00	$ 5,425.00
C	105	Total Mobilization Charge (If Any)	Each	$ 600.00	$ 63,000.00
				Total Bid Item 29	**$ 113,925.00**

Manufacturer	GENIE
Model	5519

Additional Information for Item #28 (if available)

Description	Unit of Measure	Unit Price
Operator only, labor rate	Per Hour	**NA**
Operator only, overtime labor rate	Per Hour	NA
Operator only, weekend and holiday labor rate	Per Hour	NA
Overtime mobilization charge (more than 8 hours per	Per Hour	NA

Item #29 - FORKLIFT, Caterpillar GC25, 4000-pound lift capacity or equivalent

30	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	40	Daily Rental Rate	Days	$ 330.00	$ 13,200.00
B	5	Weekly Rental Rate	Weeks	$ 660.00	$ 3,300.00
C	2	Monthly Rental	Months	$ 1,430.00	$ 2,860.00
D	47	Total Mobilization Charge (If Any)	Each	$ 500.00	$ 23,500.00
				Total Bid Item 30	**$ 42,860.00**

Manufacturer	MITSUBISHI
Model	FG25NGLP

Additional Information for Item #29 (if available)

Description	Unit of Measure	Unit Price
Operator only, labor rate	Per Hour	**NA**
Operator only, overtime labor rate	Per Hour	NA
Operator only, weekend and holiday labor rate	Per Hour	NA
Overtime mobilization charge (more than 8 hours per	Per Hour	NA

Item #30 - FORKLIFT, rough terrain, 2- or 4-wheel drive, 5000-pound lift capacity or equivalent

31	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total

PER SPECIAL CONDITION 19: WHERE INDICATED, BOTH THE MANUFACTURER MAKE AND MODEL NUMBER MUST BE COMPLETED FOR EACH ITEM OR THE BID CANNOT BE CONSIDERED

A	10	Weekly Rental Rate	Weeks	$	1,150.00	$	11,500.00
B	4	Monthly Rental	Months	$	2,255.00	$	9,020.00
C	14	Total Mobilization Charge (If Any)	Each	$	500.00	$	7,000.00
					Total Bid Item 31	**$**	**27,520.00**

Manufacturer	JCB
Model	930

Additional Information for Item #30 (if available)

Description	Unit of Measure	Unit Price
Operator only, labor rate	Per Hour	**NA**
Operator only, overtime labor rate	Per Hour	NA
Operator only, weekend and holiday labor rate	Per Hour	NA
Overtime mobilization charge (more than 8 hours per	Per Hour	NA

Item #31 - FORKLIFT, Caterpillar TC100D with 48" forks or equivalent Unit must be capable to set large air conditioning equipment

32	Estimated Quantity	Price per	Unit of Measure		Sunbelt Unit Price		Total
A	100	Daily Rental Rate	Days	$	480.00	$	48,000.00
B	10	Weekly Rental Rate	Weeks	$	1,235.00	$	12,350.00
C	110	Total Mobilization Charge (If Any)	Each	$	500.00	$	55,000.00
					Total Bid Item 32	**$**	**115,350.00**

Manufacturer	MITSUBISHI
Model	FG50NGLE, 48" FORKS

Additional Information for Item #31 (if available)

Description	Unit of Measure	Unit Price
Operator only, labor rate	Per Hour	**NA**
Operator only, overtime labor rate	Per Hour	NA
Operator only, weekend and holiday labor rate	Per Hour	NA
Overtime mobilization charge (more than 8 hours per	Per Hour	NA

Item #32 - FORKLIFT, Caterpillar TC100D with 96" forks or equivalent

33	Estimated Quantity	Price per	Unit of Measure		Sunbelt Unit Price		Total
A	80	Daily Rental Rate	Days	$	560.00	$	44,800.00
B	10	Weekly Rental Rate	Weeks	$	1,365.00	$	13,650.00
C	90	Total Mobilization Charge (If Any)	Each	$	500.00	$	45,000.00
					Total Bid Item 33	**$**	**103,450.00**

Manufacturer	MITSUBISHI
Model	FG50NGLE,96" FORKS

Additional Information for Item #32 (if available)

Description	Unit of Measure	Unit Price
Operator only, labor rate	Per Hour	**NA**
Operator only, overtime labor rate	Per Hour	NA

PER SPECIAL CONDITION 19: WHERE INDICATED, BOTH THE MANUFACTURER MAKE AND MODEL NUMBER MUST BE COMPLETED FOR EACH ITEM OR THE BID CANNOT BE CONSIDERED

Operator only, weekend and holiday labor rate	Per Hour	
Overtime mobilization charge (more than 8 hours per	Per Hour	

Item #33 - FRONT END LOADER, Caterpillar 928F or 928G, Komatsu WA 320-1, John Deere 624, Volvo L90C with rubber tires, minimum 2-1/2 cubic yard capacity bucket and enclosed cab or equivalent

34	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	20	Weekly Rental Rate	Weeks	$ 1,800.00	$ 36,000.00
B	5	Monthly Rental	Months	$ 4,860.00	$ 24,300.00
C	25	Total Mobilization Charge (If Any)	Each	$ 1,000.00	$ 25,000.00
D	15	Additional charge for air-conditioned enclosed cab	Each	$ -	$ -
				Total Bid Item 34	**$ 85,300.00**

Manufacturer	JOHN DEERE
Model	624

Additional Information for Item #33 (if available)

Description	Unit of Measure	Unit Price
Operator only, labor rate	Per Hour	**NA**
Operator only, overtime labor rate	Per Hour	
Operator only, weekend and holiday labor rate	Per Hour	
Overtime mobilization charge (more than 8 hours per	Per Hour	

Item #34 - LOADER, Caterpillar 924 or 928 with enclosed cab, rubber tires, clearing and/or root rake and quick-coupler to change from/to bucket and/or fork or equivalent

35	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	20	Weekly Rental Rate	Weeks	$ 1,865.00	$ 37,300.00
B	5	Monthly Rental	Months	$ 5,370.00	$ 26,850.00
C	25	Total Mobilization Charge (If Any)	Each	$ 1,000.00	$ 25,000.00
D	15	Additional charge for air-conditioned enclosed cab	Each	$ -	$ -
				Total Bid Item 35	**$ 89,150.00**

Manufacturer	JOHN DEERE
Model	624

Additional Information for Item #34 (if available)

Description	Unit of Measure	Unit Price
Operator only, labor rate	Per Hour	**NA**
Operator only, overtime labor rate	Per Hour	
Operator only, weekend and holiday labor rate	Per Hour	
Overtime mobilization charge (more than 8 hours per	Per Hour	

Item #35 - LOADER/BACKHOE COMBINATION, John Deere 310E 4-wheel drive with enclosed cab, 12-36" sized buckets as needed or equivalent

PER SPECIAL CONDITION 19: WHERE INDICATED, BOTH THE MANUFACTURER MAKE AND MODEL NUMBER MUST BE COMPLETED FOR EACH ITEM OR THE BID CANNOT BE CONSIDERED

36	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	400	Hourly Rental Rate	Hours	NA	
B	7	Weekly Rental Rate	Weeks	$ 1,275.00	$ 8,925.00
C	3	Monthly Rental	Months	$ 2,290.00	$ 6,870.00
D	410	Total Mobilization Charge (If Any)	Each	$ 500.00	$ 205,000.00
E	40	Additional charge for air-conditioned enclosed cab	Each	NA	
				Total Bid Item 36	**$220,795.00**

Manufacturer	JCB
Model	3CX

Additional Information for Item #35 (if available)

Description	Unit of Measure	Unit Price
Operator only, labor rate	Per Hour	**NA**
Operator only, overtime labor rate	Per Hour	
Operator only, weekend and holiday labor rate	Per Hour	
Overtime mobilization charge (more than 8 hours per	Per Hour	

Item #36 - ROLLER, Bomag 172, Caterpillar CS433B or Ingersoll Rand SD70

37	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	100	Daily Rental Rate	Days	$ 310.00	$ 31,000.00
B	8	Weekly Rental Rate	Weeks	$ 1,085.00	$ 8,680.00
C	2	Monthly Rental	Months	$ 2,805.00	$ 5,610.00
D	110	Total Mobilization Charge (If Any)	Each	$ 500.00	$ 55,000.00
				Total Bid Item 37	**$ 100,290.00**

Manufacturer	HAMM
Model	H71

Additional Information for Item #36 (if available)

Description	Unit of Measure	Unit Price
Operator only, labor rate	Per Hour	**NA**
Operator only, overtime labor rate	Per Hour	
Operator only, weekend and holiday labor rate	Per Hour	
Overtime mobilization charge (more than 8 hours per	Per Hour	

PER SPECIAL CONDITION 19: WHERE INDICATED, BOTH THE MANUFACTURER MAKE AND MODEL NUMBER MUST BE COMPLETED FOR EACH ITEM OR THE BID CANNOT BE CONSIDERED

Item #37 - AERIAL TELESCOPIC BOOM LIFT, 30' height (ENGINE POWERED)

37	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	15	Weekly Rental Rate	Weeks	$ 1,055.00	$ 15,825.00
B	5	Monthly Rental	Months	$ 2,030.00	$ 10,150.00
C	1	Annual Rental Rate	Annual	$ 1,898.50	$ 22,782.00
D	20	Total Mobilization Charge (If Any)	Each	$ 600.00	$ 12,000.00
				Total Bid Item 37	**$ 60,757.00**

Manufacturer	JLG
Model	400S- NO 30'S

Item #38 - AERIAL ARTICULATING BOOM LIFT 34' height (ENGINE POWERED) JLG #340AJ, GENIE Z-34, or

38	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	15	Weekly Rental Rate	Weeks	$ 1,095.00	$ 16,425.00
B	5	Monthly Rental	Months	$ 2,000.00	$ 10,000.00
C	1	Annual Rental Rate	Annual	$ 1,870.00	$ 22,440.00
D	20	Total Mobilization Charge (If Any)	Each	$ 600.00	$ 12,000.00
				Total Bid Item 38	**$ 60,865.00**

Manufacturer	JLG
Model	340AJ

Item #39 - AERIAL TELESCOPIC BOOM LIFT 40' height (ENGINE POWERED) JLG #400 S (4WD), Genie #S-40, or

39	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	15	Weekly Rental Rate	Weeks	$ 1,055.00	$ 15,825.00
B	5	Monthly Rental	Months	$ 2,030.00	$ 10,150.00
C	1	Annual Rental Rate	Annual	$ 1,898.50	$ 22,782.00
D	20	Total Mobilization Charge (If Any)	Each	$ 600.00	$ 12,000.00
				Total Bid Item 39	**$ 60,757.00**

Manufacturer	JLG
Model	400S

Item #40 - AERIAL TELESCOPIC BOOM LIFT 40' height with JIB ARTICULATION (ENGINE POWERED) JLG #460 SJ

40	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	15	Weekly Rental Rate	Weeks	$ 1,098.00	$ 16,470.00

PER SPECIAL CONDITION 19: WHERE INDICATED, BOTH THE MANUFACTURER MAKE AND MODEL NUMBER MUST BE COMPLETED FOR EACH ITEM OR THE BID CANNOT BE CONSIDERED

B	5	Monthly Rental	Months	$	2,195.00	$	10,975.00
C	1	Annual Rental Rate	Annual	$	2,095.00	$	25,140.00
D	20	Total Mobilization Charge (If Any)	Each	$	600.00	$	12,000.00
				Total Bid Item 3405		**$**	**64,585.00**

Manufacturer	JLG
Model	460SJ

Item #41 - AERIAL ARTICULATING BOOM LIFT 45' height (ENGINE POWERED) JLG #450A, JLG #450AJ, or

41	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price		Total
A	15	Weekly Rental Rate	Weeks	$ 1,195.00	$	17,925.00
B	5	Monthly Rental	Months	$ 2,140.00	$	10,700.00
C	20	Total Mobilization Charge (If Any)	Each	$ 600.00	$	12,000.00
				Total Bid Item 41	**$**	**40,625.00**

Manufacturer	JLG
Model	450 AJ

Item #42 - AERIAL TELESCOPIC BOOM LIFT 60' height (ENGINE POWERED) JLG #E600 S D (4WD), Genie #S-60 D

42	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price		Total
A	15	Weekly Rental Rate	Weeks	$ 1,770.00	$	26,550.00
B	5	Monthly Rental	Months	$ 3,525.00	$	17,625.00
C	20	Total Mobilization Charge (If Any)	Each	$ 600.00	$	12,000.00
				TOTAL tal Bid Item 42	**$**	**56,175.00**

Manufacturer	JLG
Model	600S

Item #43 - AERIAL TELESCOPIC BOOM LIFT 60' height with JIB ARTICULATION (ENGINE POWERED) JLG #600 SJ

43	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price		Total
A	15	Weekly Rental Rate	Weeks	$ 1,770.00	$	26,550.00
B	5	Monthly Rental	Months	$ 3,525.00	$	17,625.00
C	20	Total Mobilization Charge (If Any)	Each	$ 600.00	$	12,000.00
				Total Bid Item 43	**$**	**56,175.00**

Manufacturer	JLG
Model	600AJ- no straight with jib

PER SPECIAL CONDITION 19: WHERE INDICATED, BOTH THE MANUFACTURER MAKE AND MODEL NUMBER MUST BE COMPLETED FOR EACH ITEM OR THE BID CANNOT BE CONSIDERED

Item #44 - AERIAL ARTICULATING BOOM LIFT 60' height (ENGINE POWERED) JLG #600A, JLG 600AJ, or equivalent

44	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	15	Weekly Rental Rate	Weeks	$ 1,770.00	$ 26,550.00
B	5	Monthly Rental	Months	$ 3,525.00	$ 17,625.00
C	20	Total Mobilization Charge (If Any)	Each	$ 600.00	$ 12,000.00
				Total Bid Item 44	**$ 56,175.00**

Manufacturer	JLG
Model	600A

Item #45 - AERIAL TELESCOPIC BOOM LIFT 80' height (ENGINE POWERED) JLG #800S D (4WD), Genie #S-80 D

45	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	15	Weekly Rental Rate	Weeks	$ 2,585.00	$ 38,775.00
B	5	Monthly Rental	Months	$ 5,145.00	$ 25,725.00
C	20	Total Mobilization Charge (If Any)	Each	$ 650.00	$ 13,000.00
				Total Bid Item 45	**$ 77,500.00**

Manufacturer	JLG
Model	800S

Item #46 - AERIAL TELESCOPIC BOOM LIFT 80' height with JIB ARTICULATION (ENGINE POWERED) JLG #860 SJ

46	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	15	Weekly Rental Rate	Weeks	$ 2,585.00	$ 38,775.00
B	5	Monthly Rental	Months	$ 5,145.00	$ 25,725.00
C	20	Total Mobilization Charge (If Any)	Each	$ 650.00	$ 13,000.00
				Total Bid Item 46	**$ 77,500.00**

Manufacturer	JLG
Model	860SJ

Item #47 - AERIAL ARTICULATING BOOM LIFT 80' height (ENGINE POWERED) JLG #800A, JLG 800AJ, or equivalent

47	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total

PER SPECIAL CONDITION 19: WHERE INDICATED, BOTH THE MANUFACTURER MAKE AND MODEL NUMBER MUST BE COMPLETED FOR EACH ITEM OR THE BID CANNOT BE CONSIDERED

A	15	Weekly Rental Rate	Weeks	$	2,760.00	$	41,400.00
B	5	Monthly Rental	Months	$	5,245.00	$	26,225.00
C	20	Total Mobilization Charge (If Any)	Each	$	650.00	$	13,000.00
				Total Bid Item 47		**$**	**80,625.00**

Manufacturer	JLG
Model	800AJ

Item #48 - AERIAL BOOM LIFT, 100' height (ENGINE POWERED)

48	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price		Total
A	15	Weekly Rental Rate		NO BID		
B	5	Monthly Rental	Months		$	-
C	20	Total Mobilization Charge (If Any)	Each		$	-
				Total Bid Item 48	**$**	**-**

Manufacturer	
Model	NO 100- CARRY 120- SEE BELOW

Item #49 - AERIAL TELESCOPIC BOOM LIFT 120' height (ENGINE POWERED) JLG #1200SJP, Genie #S-120 (4WD) or

49	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price		Total
A	15	Weekly Rental Rate	Weeks	$ 4,075.00	$	61,125.00
B	5	Monthly Rental	Months	$ 8,600.00	$	43,000.00
C	20	Total Mobilization Charge (If Any)	Each	$ 750.00	$	15,000.00
				Total Bid Item 49	**$**	**119,125.00**

Manufacturer	JLG
Model	1200SJP

Item #50 - AERIAL TELESCOPIC BOOM LIFT 120' height with JIB ARTICULATION (ENGINE POWERED) Genie #S-

50	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price		Total
A	15	Weekly Rental Rate	Weeks	$ 4,075.00	$	61,125.00
B	5	Monthly Rental	Months	$ 8,600.00	$	43,000.00
C	20	Total Mobilization Charge (If Any)	Each	$ 750.00	$	15,000.00
					$	**119,125.00**

Manufacturer	JLG
Model	1200SJP

Item #51 - SCISSOR LIFT, 26' height, (ENGINE POWERED) JLG #260 MRT or equivalent

PER SPECIAL CONDITION 19: WHERE INDICATED, BOTH THE MANUFACTURER MAKE AND MODEL NUMBER MUST BE COMPLETED FOR EACH ITEM OR THE BID CANNOT BE CONSIDERED

51	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	15	Weekly Rental Rate	Weeks	$ 815.00	$ 12,225.00
B	15	Total Mobilization Charge (If Any)	Each	$ 500.00	$ 7,500.00
				Total Bid Item 51	**$ 19,725.00**

Manufacturer	JLG
Model	260MRT

Item #52 - SCISSOR LIFT, 33' height, (ENGINE POWERED) JLG #430 LRT or equivalent

52	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	15	Weekly Rental Rate	Weeks	$ 910.00	$ 13,650.00
B	15	Total Mobilization Charge (If Any)	Each	$ 500.00	$ 7,500.00
				Total Bid Item 52	**$ 21,150.00**

Manufacturer	GENIE
Model	3369RT

Item #53 - SCISSOR LIFT, 43' height, (ENGINE POWERED) JLG #430 LRT or equivalent

53	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	15	Weekly Rental Rate	Weeks	$ 1,075.00	$ 16,125.00
B	15	Total Mobilization Charge (If Any)	Each	$ 500.00	$ 7,500.00
				Total Bid Item 53	**$ 23,625.00**

Manufacturer	GENIE
Model	GS4069RT

Item #54 - SCISSOR LIFT, 53' height, (ENGINE POWERED) JLG #530 LRT or equivalent

54	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	15	Weekly Rental Rate	Weeks	$ 1,280.00	$ 19,200.00
B	15	Total Mobilization Charge (If Any)	Each	$ 500.00	$ 7,500.00
				Total Bid Item 54	**$ 26,700.00**

Manufacturer	JLG
Model	530LRT

Item #55 - SCISSOR LIFT, 19' height, (electric) JLG #1932R, JLG #1930ES, JLG #2032ES, or equivalent

55	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	15	Weekly Rental Rate	Weeks	$ 420.00	$ 6,300.00
B	15	Total Mobilization Charge (If Any)	Each	$ 500.00	$ 7,500.00
				Total Bid Item 55	**$ 13,800.00**

PER SPECIAL CONDITION 19: WHERE INDICATED, BOTH THE MANUFACTURER MAKE AND MODEL NUMBER MUST BE COMPLETED FOR EACH ITEM OR THE BID CANNOT BE CONSIDERED

Manufacturer	GENIE
Model	GS1930

Item #56 - SCISSOR LIFT, 26' height, (electric) JLG #2632ES, JLG #2646ES, or equivalent

56	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	15	Weekly Rental Rate	Weeks	$ 535.00	$ 8,025.00
B	15	Total Mobilization Charge (If Any)	Each	$ 500.00	$ 7,500.00
				Total Bid Item 56	**$ 15,525.00**

Manufacturer	JLG
Model	2632ES

Item #57 - SCISSOR LIFT, 26' height, ROUGH TERRAIN 4WD (electric) JLG #260MRT, or equivalent

57	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	15	Weekly Rental Rate	Weeks	$ 815.00	$ 12,225.00
B	15	Total Mobilization Charge (If Any)	Each	$ 500.00	$ 7,500.00
				Total Bid Item 57	**$ 19,725.00**

Manufacturer	JLG
Model	260MRT- ENGINE POWERED

Item #58 - SCISSOR LIFT, 32' height, (electric) JLG #3246ES or equivalent

58	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	15	Weekly Rental Rate	Weeks	$ 685.00	$ 10,275.00
B	15	Total Mobilization Charge (If Any)	Each	$ 500.00	$ 7,500.00
				Total Bid Item 58	**$ 17,775.00**

Manufacturer	JLG
Model	3246ES

Item #59 - SCISSOR LIFT - LARGE, 33' height, (electric) JLG #3369LE or equivalent

59	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	15	Weekly Rental Rate	Weeks	$ 815.00	$ 12,225.00
B	15	Total Mobilization Charge (If Any)	Each	$ 500.00	$ 7,500.00
				Total Bid Item 59	**$ 19,725.00**

Manufacturer	JLG
Model	3369LE

Item #60 - SCISSOR LIFT, 33' height, ROUGH TERRAIN 4WD (electric) JLG #330 LRT, or equivalent

PER SPECIAL CONDITION 19: WHERE INDICATED, BOTH THE MANUFACTURER MAKE AND MODEL NUMBER MUST BE COMPLETED FOR EACH ITEM OR THE BID CANNOT BE CONSIDERED

60	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	15	Weekly Rental Rate	Weeks	$ 815.00	$ 12,225.00
B	15	Total Mobilization Charge (If Any)	Each	$ 500.00	$ 7,500.00
				Total Bid Item 60	**$ 19,725.00**

Manufacturer	JLG
Model	3369LE

Item #61 - SCISSOR LIFT, 39' height, (electric) JLG #4045R or equivalent

61	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	15	Weekly Rental Rate	Weeks	$ 1,025.00	$ 15,375.00
B	15	Total Mobilization Charge (If Any)	Each	$ 500.00	$ 7,500.00
				Total Bid Item 61	**$ 22,875.00**

Manufacturer	JLG
Model	4069LE

Item #62 - SCISSOR LIFT - LARGE, 40' height, (electric) JLG #4069LE, JLG #M4069LE, or equivalent

62	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	15	Weekly Rental Rate	Weeks	$ 1,025.00	$ 15,375.00
B	15	Total Mobilization Charge (If Any)	Each	$ 500.00	$ 7,500.00
				Total Bid Item 62	**$ 22,875.00**

Manufacturer	JLG
Model	4069LE

Item #63 - SCISSOR LIFT, 43' height, ROUGH TERRAIN 4WD (electric) JLG #430 LRT, or equivalent

63	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	15	Weekly Rental Rate	Weeks	$ 1,265.00	$ 18,975.00
B	15	Total Mobilization Charge (If Any)	Each	$ 500.00	$ 7,500.00
				Total Bid Item 63	**$ 26,475.00**

Manufacturer	JLG
Model	430LRT- ENGINE DRIVEN

Item #64 - SCISSOR LIFT, 53' height, ROUGH TERRAIN 4WD (electric) JLG #530 LRT, or equivalent

64	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	15	Weekly Rental Rate	Weeks	$ 1,280.00	$ 19,200.00
B	15	Total Mobilization Charge (If Any)	Each	$ 500.00	$ 7,500.00
				Total Bid Item 64	**$ 26,700.00**

PER SPECIAL CONDITION 19: WHERE INDICATED, BOTH THE MANUFACTURER MAKE AND MODEL NUMBER MUST BE COMPLETED FOR EACH ITEM OR THE BID CANNOT BE CONSIDERED

Manufacturer	JLG
Model	530LRT- ENGINE DRIVEN

Item #65 - ARTICULATING BOOM LIFT, 30' height (electric) JLG #E300 AJ, JLG E300 AJP, GENIE #Z-30, or equivalent

65	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	40	Daily Rental Rate	Days	$ 395.00	$ 15,800.00
B	7	Weekly Rental Rate	Weeks	$ 1,055.00	$ 7,385.00
C	3	Monthly Rental	Months	$ 2,005.00	$ 6,015.00
D	50	Total Mobilization Charge (If Any)	Each	$ 600.00	$ 30,000.00
				Total Bid Item 65	**$ 59,200.00**

Manufacturer	GENIE
Model	Z30/20N

Item #66 - ARTICULATING BOOM LIFT, 34' height (electric) GENIE #Z-34, or equivalent

66	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	40	Daily Rental Rate	Days	$ 395.00	$ 15,800.00
B	7	Weekly Rental Rate	Weeks	$ 925.00	$ 6,475.00
C	3	Monthly Rental	Months	$ 1,975.00	$ 5,925.00
D	50	Total Mobilization Charge (If Any)	Each	$ 600.00	$ 30,000.00
					$ 58,200.00

Manufacturer	GENIE
Model	34Z/22N

Item #67 - ARTICULATING BOOM LIFT, 40' height (electric) JLG #E400 AN, JLG E400 AJPN, GENIE #Z-40, or

67	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	40	Daily Rental Rate	Days	$ 455.00	$ 18,200.00
B	7	Weekly Rental Rate	Weeks	$ 1,125.00	$ 7,875.00
C	3	Monthly Rental	Months	$ 2,385.00	$ 7,155.00
D	50	Total Mobilization Charge (If Any)	Each	$ 600.00	$ 30,000.00
				Total Bid Item 67	**$ 63,230.00**

Manufacturer	JLG
Model	E400AJPN

PER SPECIAL CONDITION 19: WHERE INDICATED, BOTH THE MANUFACTURER MAKE AND MODEL NUMBER MUST BE COMPLETED FOR EACH ITEM OR THE BID CANNOT BE CONSIDERED

Item #68 - ARTICULATING BOOM LIFT, 45' height (electric), JLG E450 A, JLG 450 AJ, JLG M450 AJ, or equivalent

68	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	40	Daily Rental Rate	Days	$ 465.00	$ 18,600.00
B	7	Weekly Rental Rate	Weeks	$ 1,110.00	$ 7,770.00
C	3	Monthly Rental	Months	$ 2,340.00	$ 7,020.00
D	50	Total Mobilization Charge (If Any)	Each	$ 500.00	$ 25,000.00
				Total Bid Item 68	**$ 58,390.00**

Manufacturer	JLG
Model	E450AJ

Item #69 - ARTICULATING BOOM LIFT, 60' height (electric), JLG E600 J, JLG M600 J, JLG E600 JP, JLG M600JP, or

69	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	40	Daily Rental Rate	Days	$ 665.00	$ 26,600.00
B	7	Weekly Rental Rate	Weeks	$ 1,770.00	$ 12,390.00
C	3	Monthly Rental	Months	$ 3,500.00	$ 10,500.00
D	50	Total Mobilization Charge (If Any)	Each	$ 500.00	$ 25,000.00
				Total Bid Item 69	**$ 74,490.00**

Manufacturer	GENIE
Model	Z60/37DC

Item #70 - ARTICULATING BOOM LIFT, 80' height (electric), JLG H800 AJ, or equivalent

70	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	40	Daily Rental Rate	Days	NO BID	#VALUE!
B	7	Weekly Rental Rate	Weeks		$ -
C	3	Monthly Rental	Months		$ -
D	50	Total Mobilization Charge (If Any)	Each		$ -
				Total Bid Item 70	**#VALUE!**

Manufacturer	OUR MODELS
Model	ARE ENGINE POWERED

Item #71 - PERSONAL AERIAL LIFT AWP (Electric), Self-propelled single man lift 12' Height, JLG 1230 ES, Genie GR-

71	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	40	Daily Rental Rate	Days	$ 150.00	$ 6,000.00
B	7	Weekly Rental Rate	Weeks	$ 410.00	$ 2,870.00
C	3	Monthly Rental	Months	$ 755.00	$ 2,265.00

PER SPECIAL CONDITION 19: WHERE INDICATED, BOTH THE MANUFACTURER MAKE AND MODEL NUMBER MUST BE COMPLETED FOR EACH ITEM OR THE BID CANNOT BE CONSIDERED

D	50	Total Mobilization Charge (If Any)	Each	$	450.00	$	22,500.00
				Total Bid Item 71		**$**	**33,635.00**

Manufacturer	JLG
Model	1230ES

Item #72 - PERSONAL AERIAL LIFT AWP (Electric), Self-propelled single man lift 15' Height, Genie GR-15 or

72	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price		Total	
A	40	Daily Rental Rate	Days	$	180.00	$	7,200.00
B	7	Weekly Rental Rate	Weeks	$	450.00	$	3,150.00
C	3	Monthly Rental	Months	$	780.00	$	2,340.00
D	50	Total Mobilization Charge (If Any)	Each	$	450.00	$	22,500.00
				Total Bid Item 72		**$**	**35,190.00**

Manufacturer	SKYJACK
Model	SJ16

Item #73 - PERSONAL AERIAL LIFT AWP (Electric), Self-propelled single man lift 20' Height, JLG 20MVL, JLG 20DVL,

73	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price		Total	
A	40	Daily Rental Rate	Days	$	185.00	$	7,400.00
B	7	Weekly Rental Rate	Weeks	$	520.00	$	3,640.00
C	3	Monthly Rental	Months	$	1,025.00	$	3,075.00
D	50	Total Mobilization Charge (If Any)	Each	$	450.00	$	22,500.00
				Total Bid Item 73		**$**	**36,615.00**

Manufacturer	GENIE
Model	GR20

Item #74 - ATRUIM LIFT (Electric) 35' Height, TEUPEN TL35A, or equivalent

74	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price		Total	
A	40	Daily Rental Rate	Days	NO BID		#VALUE!	
B	7	Weekly Rental Rate	Weeks			$	-
C	3	Monthly Rental	Months			$	-
D	50	Total Mobilization Charge (If Any)	Each			$	-
				Total Bid Item 74		**#VALUE!**	

Manufacturer	
Model	

PER SPECIAL CONDITION 19: WHERE INDICATED, BOTH THE MANUFACTURER MAKE AND MODEL NUMBER MUST BE COMPLETED FOR EACH ITEM OR THE BID CANNOT BE CONSIDERED

Item #75 - ATRUIM LIFT (Electric) 51' Height, TEUPEN TL51A, or equivalent

75	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	40	Daily Rental Rate	Days	NO BID	#VALUE!
B	7	Weekly Rental Rate	Weeks		$ -
C	3	Monthly Rental	Months		$ -
D	50	Total Mobilization Charge (If Any)	Each		$ -
				Total Bid Item 75	**#VALUE!**

Manufacturer	
Model	

Item #76 - ATRUIM LIFT (Electric) 69' Height, TEUPEN TL69A, REACHMASTER BL72, or equivalent

76	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	40	Daily Rental Rate	Days	NO BID	#VALUE!
B	7	Weekly Rental Rate	Weeks		$ -
C	3	Monthly Rental	Months		$ -
D	50	Total Mobilization Charge (If Any)	Each		$ -
				Total Bid Item 76	**#VALUE!**

Manufacturer	
Model	

Item #77 - MAST STYLE LIFT (electric) 26' Height, JLG T26E, GENIE GR-26J, or equivalent

77	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	40	Daily Rental Rate	Days	NO BID	#VALUE!
B	7	Weekly Rental Rate	Weeks		$ -
C	3	Monthly Rental	Months		$ -
D	50	Total Mobilization Charge (If Any)	Each		$ -
				Total Bid Item 77	**#VALUE!**

Manufacturer	
Model	

Item #78 - MAST STYLE LIFT (electric) 32' Height, JLG T32E, or equivalent

78	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	40	Daily Rental Rate	Days	$ 385.00	$ 15,400.00
B	7	Weekly Rental Rate	Weeks	$ 800.00	$ 5,600.00
C	3	Monthly Rental	Months	$ 2,140.00	$ 6,420.00
D	50	Total Mobilization Charge (If Any)	Each	$ 600.00	$ 30,000.00
				Total Bid Item 78	**$ 57,420.00**

Manufacturer	JLG

PER SPECIAL CONDITION 19: WHERE INDICATED, BOTH THE MANUFACTURER MAKE AND MODEL NUMBER MUST BE COMPLETED FOR EACH ITEM OR THE BID CANNOT BE CONSIDERED

Model	T32E

PER SPECIAL CONDITION 19: WHERE INDICATED, BOTH THE MANUFACTURER MAKE AND MODEL NUMBER MUST BE COMPLETED FOR EACH ITEM OR THE BID CANNOT BE CONSIDERED

Item #79 - TRASH PUMP, 3" with suction and discharge hose or equivalent

79	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	40	Daily Rental Rate	Days	$ 114.00	$ 4,560.00
B	7	Weekly Rental Rate	Weeks	$ 317.00	$ 2,219.00
C	3	Monthly Rental	Months	$ 750.00	$ 2,250.00
D	50	Total Mobilization Charge (If Any)	Each	$ 450.00	$ 22,500.00
				Total Bid Item 79	**$ 31,529.00**

Manufacturer	WACKER
Model	PT3A

Item #80 - TRASH PUMP, 4" with suction and discharge hose or equivalent

80	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	40	Daily Rental Rate	Days	$ 140.00	$ 5,600.00
B	7	Weekly Rental Rate	Weeks	$ 445.00	$ 3,115.00
C	3	Monthly Rental	Months	$ 995.00	$ 2,985.00
D	50	Total Mobilization Charge (If Any)	Each	$ 450.00	$ 22,500.00
				Total Bid Item 80	**$ 34,200.00**

Manufacturer	WACKER
Model	PT4A

Item #81 - TRASH PUMP, 6" with suction and discharge hose or equivalent

81	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	40	Daily Rental Rate	Days	$ 490.00	$ 19,600.00
B	7	Weekly Rental Rate	Weeks	$ 1,192.50	$ 8,347.50
C	3	Monthly Rental	Months	$ 3,150.00	$ 9,450.00
D	50	Total Mobilization Charge (If Any)	Each	$ 550.00	$ 27,500.00
				Total Bid Item 81	**$ 64,897.50**

Manufacturer	ATLAS
Model	COPC PAS 150HF

Item #82 - TRAILER, 20' deck, 96" wide military-type hitch, 18,000-pound capacity, Low Boy, Eager Beaver or equivalent

82	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	80	Daily Rental Rate	Days	NO BID	#VALUE!
B	10	Weekly Rental Rate	Weeks		$ -
C	4	Monthly Rental	Months		$ -

PER SPECIAL CONDITION 19: WHERE INDICATED, BOTH THE MANUFACTURER MAKE AND MODEL NUMBER MUST BE COMPLETED FOR EACH ITEM OR THE BID CANNOT BE CONSIDERED

D	94	Total Mobilization Charge (If Any)	Each	$	-
			Total Bid Item 82		**#VALUE!**

Manufacturer	
Model	

Item #83 - TRAILER, 3-ton tandem axle and surge brakes or equivalent

83	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price		Total
A	15	Weekly Rental Rate	Weeks	$ 295.00	$	4,425.00
B	15	Total Mobilization Charge (If Any)	Each	$ 600.00	$	9,000.00
			Total Bid Item 83		**$**	**13,425.00**

Manufacturer	ANDERSON 14'/10K#
Model	LH7145TLG

Item #84 - TRAILER, flatbed 45' minimum length or equivalent

84	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	1000	Hourly Rental Rate	Hours	NO BID	#VALUE!
B	125	Total Mobilization Charge (If Any)	Each	$	-
			Total Bid Item 84		**#VALUE!**

Manufacturer	
Model	

Item #85 - DEMOLITION HYDRAULIC HAMMER BACKHOE, Case 508K or equivalent

85	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price		Total
A	40	Daily Rental Rate	Days	$ 395.00	$	15,800.00
B	7	Weekly Rental Rate	Weeks	$ 1,085.00	$	7,595.00
C	3	Monthly Rental	Months	$ 2,250.00	$	6,750.00
D	50	Total Mobilization Charge (If Any)	Each	$ 450.00	$	22,500.00
			Total Bid Item 85		**$**	**52,645.00**

Manufacturer	FRD
Model	KF6FSP (12-18K)

Item #86 - AIR COMPRESSOR, 100 CFM, towable or equivalent

86	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price		Total
A	40	Daily Rental Rate	Days	$ 175.00	$	7,000.00
B	7	Weekly Rental Rate	Weeks	$ 550.00	$	3,850.00
C	3	Monthly Rental	Months	$ 985.00	$	2,955.00
D	50	Total Mobilization Charge (If Any)	Each	$ 550.00	$	27,500.00

PER SPECIAL CONDITION 19: WHERE INDICATED, BOTH THE MANUFACTURER MAKE AND MODEL NUMBER MUST BE COMPLETED FOR EACH ITEM OR THE BID CANNOT BE CONSIDERED

			Total Bid Item 86	**$**	**41,305.00**

Manufacturer	DOOSAN
Model	P185WDO

Item #87 - AIR HAMMER, chipping, 15 pounds or equivalent

87	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price		Total
A	40	Daily Rental Rate	Days	$ 59.00	$	2,360.00
B	7	Weekly Rental Rate	Weeks	$ 125.00	$	875.00
C	3	Monthly Rental	Months	$ 330.00	$	990.00
D	50	Total Mobilization Charge (If Any)	Each	$ 400.00	$	20,000.00
			Total Bid Item 87		**$**	**24,225.00**

Manufacturer	TAMCO
Model	TOKUSLCH-3R-S

Item #88 - AIR HAMMER, chipping, 60 pounds or equivalent

88	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price		Total
A	40	Daily Rental Rate	Days	$ 80.00	$	3,200.00
B	7	Weekly Rental Rate	Weeks	$ 185.00	$	1,295.00
C	3	Monthly Rental	Months	$ 365.00	$	1,095.00
D	50	Total Mobilization Charge (If Any)	Each	$ 400.00	$	20,000.00
			Total Bid Item 88		**$**	**25,590.00**

Manufacturer	TAMCO
Model	TBP60

Item #89 - AIR HAMMER, chipping, 90 pounds or equivalent

89	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price		Total
A	40	Daily Rental Rate	Days	$ 85.00	$	3,400.00
B	7	Weekly Rental Rate	Weeks	$ 215.00	$	1,505.00
C	3	Monthly Rental	Months	$ 375.00	$	1,125.00
D	50	Total Mobilization Charge (If Any)	Each	$ 400.00	$	20,000.00
			Total Bid Item 89		**$**	**26,030.00**

Manufacturer	TAMCO
Model	TOKUPB90

Item #90 - AIR TOOL ACCESSORIES SET, moil point, chisels and spade for 60- and 90-pound hammer or equivalent

90	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total

PER SPECIAL CONDITION 19: WHERE INDICATED, BOTH THE MANUFACTURER MAKE AND MODEL NUMBER MUST BE COMPLETED FOR EACH ITEM OR THE BID CANNOT BE CONSIDERED

A	40	Daily Rental Rate	Days	$	35.00	$	1,400.00
B	7	Weekly Rental Rate	Weeks	$	75.00	$	525.00
C	3	Monthly Rental	Months	$	210.00	$	630.00
D	50	Total Mobilization Charge (If Any)	Each	$	400.00	$	20,000.00
			Total Bid Item 90			**$**	**22,555.00**

Manufacturer	BRANDS VARY
Model	ROLLING STOCK

Item #91 - CONCRETE EQUIPMENT SAW, 14" gasoline-powered, hand-held or equivalent

91	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price		Total
A	40	Daily Rental Rate	Days	$ 81.00	$	3,240.00
B	7	Weekly Rental Rate	Weeks	$ 218.00	$	1,526.00
C	3	Monthly Rental	Months	$ 520.00	$	1,560.00
D	50	Total Mobilization Charge (If Any)	Each	$ 450.00	$	22,500.00
			Total Bid Item 91		**$**	**28,826.00**

Manufacturer	HUSQVARNA
Model	K770

Item #92 - CONCRETE EQUIPMENT SAW, 14" gasoline-powered, walk-behind, 18hp, self-propelled or equivalent

92	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price		Total
A	40	Daily Rental Rate	Days	$ 95.00	$	3,800.00
B	7	Weekly Rental Rate	Weeks	$ 375.00	$	2,625.00
C	3	Monthly Rental	Months	$ 905.00	$	2,715.00
D	50	Total Mobilization Charge (If Any)	Each	$ 450.00	$	22,500.00
			Total Bid Item 92		**$**	**31,640.00**

Manufacturer	HUSQVARNA
Model	FS309

Item #93 - CONCRETE EQUIPMENT TROWEL MACHINE, 36" walk-behind or equivalent

93	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price		Total
A	40	Daily Rental Rate	Days	$ 87.00	$	3,480.00
B	7	Weekly Rental Rate	Weeks	$ 283.00	$	1,981.00
C	3	Monthly Rental	Months	$ 595.00	$	1,785.00
D	50	Total Mobilization Charge (If Any)	Each	$ 400.00	$	20,000.00
			Total Bid Item 93		**$**	**27,246.00**

Manufacturer	WACKER
Model	CT365A

PER SPECIAL CONDITION 19: WHERE INDICATED, BOTH THE MANUFACTURER MAKE AND MODEL NUMBER MUST BE COMPLETED FOR EACH ITEM OR THE BID CANNOT BE CONSIDERED

Item #94 - CONCRETE EQUIPMENT TROWEL MACHINE, 46" walk-behind or equivalent

94	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	40	Daily Rental Rate	Days	$ 91.00	$ 3,640.00
B	7	Weekly Rental Rate	Weeks	$ 345.00	$ 2,415.00
C	3	Monthly Rental	Months	$ 836.00	$ 2,508.00
D	50	Total Mobilization Charge (If Any)	Each	$ 400.00	$ 20,000.00
			Total Bid Item 94		**$ 28,563.00**

Manufacturer	WACKER
Model	CT488A

Item #95 - CONCRETE EQUIPMENT VIBRATOR, electric 10-14" with Various head sizes or equivalent

95	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	40	Daily Rental Rate	Days	$ 84.00	$ 3,360.00
B	7	Weekly Rental Rate	Weeks	$ 275.00	$ 1,925.00
C	3	Monthly Rental	Months	$ 625.00	$ 1,875.00
D	50	Total Mobilization Charge (If Any)	Each	$ 400.00	$ 20,000.00
			Total Bid Item 95		**$ 27,160.00**

Manufacturer	WACKER
Model	M2500

Item #96 - 125 KW DIESEL GENERATOR, self-contained tradewinds or equivalent

96	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	40	Daily Rental Rate	Days	$ 748.99	$ 29,959.60
B	7	Weekly Rental Rate	Weeks	$ 1,870.99	$ 13,096.93
C	3	Monthly Rental	Months	$ 4,680.99	$ 14,042.97
D	50	Total Mobilization Charge (If Any)	Each	$ 649.98	$ 32,499.00
			Total Bid Item 96		**$ 89,598.50**

Manufacturer	MULTIQUIP
Model	DCA150SSJU4F

SINGLE SHIFT RATES

Item #97 - 150 KW DIESEL GENERATOR, self-contained tradewinds or equivalent

97	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
76	40	Daily Rental Rate	Days	$ 786.99	$ 31,479.60
B	7	Weekly Rental Rate	Weeks	$ 1,969.99	$ 13,789.93
C	3	Monthly Rental	Months	$ 4,928.99	$ 14,786.97
D	50	Total Mobilization Charge (If Any)	Each	$ 649.98	$ 32,499.00
			Total Bid Item 97		**$ 92,555.50**

PER SPECIAL CONDITION 19: WHERE INDICATED, BOTH THE MANUFACTURER MAKE AND MODEL NUMBER MUST BE COMPLETED FOR EACH ITEM OR THE BID CANNOT BE CONSIDERED

Manufacturer	MULTIQUIP
Model	DCA180SSJU4F3SG

SINGLE SHIFT RATES

Item #98 - 175 KW DIESEL GENERATOR, self-contained tradewinds or equivalent							
98	Estimated Quantity	Price per	Unit of Measure		Sunbelt Unit Price		Total
A	40	Daily Rental Rate	Days	$	968.99	$	38,759.60
B	7	Weekly Rental Rate	Weeks	$	2,327.99	$	16,295.93
C	3	Monthly Rental	Months	$	6,039.99	$	18,119.97
D	50	Total Mobilization Charge (If Any)	Each	$	649.98	$	32,499.00
			Total Bid Item 98			**$**	**105,674.50**

Manufacturer	MULTIQUIP
Model	DCA220SSJU4FSG

SINGLE SHIFT RATES

PER SPECIAL CONDITION 19: WHERE INDICATED, BOTH THE MANUFACTURER MAKE AND MODEL NUMBER MUST BE COMPLETED FOR EACH ITEM OR THE BID CANNOT BE CONSIDERED

Item #99 - 60 Ton Chiller Rental -Air or Water Cooled

99	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	1	Monthly Rental	Monthly	$ 6,160.00	$ 6,160.00
B	1	Total Mobilization Charge (If Any)	Each	$ 799.98	$ 799.98
				Total Bid Item 99	**$ 6,959.98**

Manufacturer	TEMP AIR
Model	TCA-60

Item #100 -125 Ton Chiller Rental- Air or Water Cooled

100	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	1	Monthly Rental	Monthly	$ 11,308.99	$ 11,308.99
B	1	Total Mobilization Charge (If Any)	Each	$ 799.98	$ 799.98
				Total Bid Item 100	**$ 12,108.97**

Manufacturer	CAPS-YORK
Model	PCHH-150TC

Item #101 - 200 Ton Chiller Rental- Air or Water Cooled

101	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	1	Monthly Rental	Monthly	$ 17,242.99	$ 17,242.99
B	1	Total Mobilization Charge (If Any)	Each	$ 799.98	$ 799.98
				Total Bid Item 101	**$ 18,042.97**

Manufacturer	
Model	

Item #102 - 300 Ton Chiller Rental-Air or Water Cooled

102	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	1	Monthly Rental	Monthly	NO BID	#VALUE!
B	1	Total Mobilization Charge (If Any)	Each		$ -
				Total Bid Item 102	**#VALUE!**

Manufacturer	
Model	

PER SPECIAL CONDITION 19: WHERE INDICATED, BOTH THE MANUFACTURER MAKE AND MODEL NUMBER MUST BE COMPLETED FOR EACH ITEM OR THE BID CANNOT BE CONSIDERED

Item #103 - 400 Ton Chiller Rental-Air or Water Cooled					
103	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	1	Monthly Rental	Monthly	$ 30,794.99	$ 30,794.99
B	1	Total Mobilization Charge (If Any)	Each	$ 1,049.98	$ 1,049.98
				Total Bid Item 103	**$ 31,844.97**

Manufacturer	AES-YORK
Model	YORK TCIV 440T

Item #104 -500 Ton Chiler Rental-Air or Water Cooled					
104	Estimated Quantity	Price per	Unit of Measure	Sunbelt Unit Price	Total
A	1	Monthly Rental	Monthly	$ 20,322.99	$ 20,322.99
B	1	Total Mobilization Charge (If Any)	Each	$ 1,049.98	$ 1,049.98
				Total Bid Item 104	**$ 21,372.97**

Manufacturer	TRANE
Model	RTAC500

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	OO. Strategy & Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-12.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **PY24-216 - Furnish/Install Playground Equipment, Outdoor Fitness Equipment**

REQUESTED ACTION: **Approve the Piggyback Agreement; Contract Term: January 23, 2024 through August 19, 2025; Award Amount: $1,000,000; Awarded Vendor(s); Awnings Contractors & Designers, Inc.; GameTime; Miracle Recreation Equipment Company; Regal Contractors Inc.; Rep Services Inc.; Shade Systems Inc.; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide.**

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
These Agreements have been reviewed and approved as to legal form and content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Notice of Intent
- Agreements-6
- OO-12 Response

FINANCIAL IMPACT:

$1,000,000, funded by the District Educational Facilities Plan and the Physical Plant Operations department operating budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A **OR** • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Judith M. Marte	Phone:	754-321-2611
Name:	Deborah G. Czubkowski	Phone:	754-321-2659

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Judith M. Marte, Deputy Superintendent, Finance & Operations

Signature

Judith M. Marte, Deputy Superintendent, Finance & Operations

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23

PBL/VSW

For more information, please contact:
Name: Deborah Czubkowski
Title: Chief Facilities Officer
Phone: 754-321-2659

EXECUTIVE SUMMARY

Piggyback Recommendation of $500,000 or Greater
PY24-216 - Furnish and Install Playground Equipment, Outdoor Fitness Equipment, Surfacing, and Fabric Shade Structures

---

Board Meeting Date: January 23, 2024

Requested Action
Approve the Piggyback Agreement; Contract Term: January 23, 2024, through August 19, 2025; Award Amount: $1,000,000; Awarded Vendor(s); Awnings Contractors & Designers, Inc.; GameTime; Miracle Recreation Equipment Company; Regal Contractors Inc.; Rep Services Inc.; Shade Systems Inc.; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide.

Impact if the Board Voted Yes or No

If the Board votes "Yes": Continue to purchase, repair, and/or install playground equipment, outdoor fitness equipment, surfacing, and fabric shade structures.

If the Board votes "No": Denial by the School Board would limit the purchase, repair, and/or installation of new playground equipment, outdoor fitness equipment, surfacing, and fabric shade structures.

Background/History
There are three (3) bids related to playground equipment. One (1) Bid (FY21-159) for new installation, one (1) Bid (FY21-080) for maintenance and repairs, and this piggyback FY24-216 to complement the maintenance and repair bid. The piggyback bid is utilized to accomplish the District Educational Facilities Plan for the repair of existing playgrounds and the installation of new playground equipment, as needed.

Alignment to 2027 Goals and Guardrails
Business Operations

Measurable Outcome(s)/Return on Investment
Repair, and replace playground equipment as needed to keep these facilities open to students and add new playground equipment as needed across the District.

Procurement Method
Pursuant to Purchasing Policy 3320 Part II, subparagraph M and the Florida Department of Education, Rule 6A-1.012(6), in lieu of requesting competitive solicitations, the School Board may make purchases at or below the specified prices from contracts awarded by other cities or county governmental agencies, other Districts School Boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity will permit purchases by the School Board at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the District.

A copy of the Piggyback documents is available online at:
http://www.broward.k12.fl.us/supply/agenda/PY24-216_Solicitation-20C-49P.pdf

Financial Impact
The spending authority requested is $1,000,000, funded by the District Educational Facilities Plan and Physical Plant Operations operating budget.

ACTION	DATE	TERM (months)	AMOUNT
Original spending authority request	01-23-2024	19	$1,000,000
Total Contract Amount		**19**	**$1,000,000**

The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

PROCUREMENT & WAREHOUSING SERVICES

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	PY24-216	**Preparation Date:**	November 17, 2023
Previous Bid # (Ex: 10-004R):	FY21-080	**Buyer/PA:**	MARTINE CADESCA
New Bid Award Total:	$1,000,000	**Bid Title:**	Playground Equipment, Surfacing, and Fabric Shade Structures
Previous Award Total:	$872,000		
Bid Type:	NEW BID		
Previous Bid Term (Start Date):	7/1/2020	**New Bid Term (In Months):**	19
Previous Bid Term (End Date):	6/30/2024	**# of Months Into Bid:**	40

SPEND REPORTING	
Purchase Order(s) Spend:	$485,964
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$485,964**
Average Monthly Expenditure:	$12,149
Unused Authorized Spending:	**$386,036**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
130846-LANIER PLANS INC DBA KORKAT		$ 281,903
138247-INDUSTRIAL SHADEPORTS INC		$ 102,115
112757-LEADEX CORPORATION		$ 57,405
105014-PLAYMORE WEST INC		$ 40,047
106330-JOHNSTONE SUPPLY		$ 3,211
101710-BLISS PRODUCTS AND SERVICES INC		$ 1,283
	PO VENDOR SPEND:	**$ 485,964**
	P-CARD SPEND:	**$ -**
	TOTAL SPEND:	**$ 485,964**

NOTES (Type Below):

Fund 372X Acct: 56710000/568200000 Functional Area: 740089986000000 Center: Various Schools Fund 1000 Acct 5670000 Func Area 8106791880000000 Center Various Schools Fund 1000 Acct 53510000 Func Area 8106721500000000 Center Various Schools The work is funded by the District Educational Facilities Plan and PPO budgets.

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center		**Name** (First & Last)	Dale Spear
Fund		**Title**	Task Assigned Director
Functional Area		**Department/School Name**	Physical Plant Operations
Commitment Item		**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**11/30/2023**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

AWNINGS CONTRACTORS & DESIGNERS, INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
118 S F St, Lake Worth, Florida 33460

WHEREAS, Rule 6A-1.012(6), Florida Administrative Code and SBBC Policy 3320 Part II, subparagraph M, states that in lieu of requesting competitive solicitations from three (3) or more sources, the School Board may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other districts school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity will permit purchases by a district school board at the same terms, conditions and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board; and

WHEREAS, on April 14, 2020, The School District of Palm Beach County (the "SDPBC") received bids or proposals in response to a competitive solicitation (ITB# 20C-49P) to Furnish and Install Playground Equipment, Outdoor Fitness Equipment, Surfacing, and Fabric Shade Structures; and

WHEREAS, on August 19, 2020, the SDPBC approved the award of ITB# 20C-49P to Awnings Contractors & Designers, Inc. for a term of five (5) years effective August 20, 2020, through August 19, 2025; and

WHEREAS, SBBC has determined that it is to the school district's economic advantage to make purchases from the contract awarded under ITB# 20C-49P; and

WHEREAS, SBBC desires to procure Furnish and Install Playground Equipment, Outdoor Fitness Equipment, Surfacing, and Fabric Shade Structures from Awnings Contractors & Designers, Inc. at the same terms, conditions and at or below prices set forth in ITB# 20C-49P, as awarded by the School District of Palm Beach County; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on August 19, 2025, unless terminated earlier pursuant to section 3.05 of this Agreement.

2.02 **Cost**. VENDOR's written proposal for all goods and services shall be based on the terms, conditions and at or below the costs identified in ITB# 20C-49P (attached hereto as **Exhibit A)** as of the date of this Agreement.

2.03 **Payment**. Upon completion of the Work identified in each Purchase Order, VENDOR shall submit an invoice to SBBC to: **The School Board of Broward County, Florida, Accounting & Financial Reporting Department, ATTN: Accounts Payable, 600 SE 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301**. VENDOR's invoices shall state the assigned purchase order number for verification by Accounts Payable. All invoices submitted are subject to the approval of the Director of Physical Plan Operations Department. All approved VENDOR invoices will be paid net thirty (30) calendar days. VENDOR's invoiced prices shall be at or below those indicated in **Exhibit A**.

2.04 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement and

shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.05 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director of Procurement and Warehousing Services The School Board of Broward County, Florida 7720 W Oakland Park Blvd, Suite 323 Sunrise, Florida 33351
To VENDOR:	Awnings Contractors & Designers, Inc 118 S F Street Lake Worth, Florida 33460

2.06 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.07 **Background Screening**. VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall 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 (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. [Insert Name] agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.08 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the

Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.09 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.10 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage;

$1,000,000 General Aggregate; and limits of not less than $1,000,000 for Products/Completed Operations Aggregate.

a. Waiver of Transfer Rights of Recovery- CG 24 04 or its equivalent

(b) Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

a. Waiver of Subrogation- WC 0003 13 or its equivalent

(c) Auto Liability. **VENDOR** shall have and maintain Any Auto or Scheduled, Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $5000,000 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain scheduled, hired and non-owned automobile liability coverage in the amount of $5000,000. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "[Insert Name] does not own any vehicles. If VENDOR acquires any vehicles during the term of the Agreement, VENDOR agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

(d) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(e) Verification of Coverage. Proof of insurance must be submitted to the insurance tracking system within fifteen (15) days of this notification. You will receive a system-generated email within three (3) business days of this letter with insurance requirements and a unique link to upload your certificate of insurance (located at the bottom of the email as a blue box labeled Upload COI). YOU MUST RECEIVE A NOTICE OF COMPLIANCE.

(f) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave, Fort Lauderdale, FL 33301.

(g) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(h) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.11 **Nondiscrimination**.

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause is considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third-party.

2.12 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or

(c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is one million dollars ($1,000,000) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.13 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.14 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.15 **Incorporation by Reference**. **Exhibit A** attached hereto and referenced herein are incorporated into this Agreement by reference.

2.16 **Proprietary Information**.

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential

or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

[THIS SPACE INTENTIONALLY LEFT BLANK]

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be terminated pursuant to the conditions set forth in General Conditions No. 7 of ITB# 20C-49P.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting

document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the Effective Date.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Lori Alhadeff, Chair

ATTEST:

_____
Dr. Peter B. Licata
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

AWNINGS CONTRACTORS & DESIGNERS, INC.

ATTEST:

By _____

_____, Secretary

Print Name: Marcelo Garcia

Title: Business owner

-or-

Date: 12/01/2023

Earl Morgan
Witness

David Brand
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/01/2023 (*date*) by Marcelo Garcia (*name of officer or agent, title of officer or agent*) of Awnings contractors & Designers Inc (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me or has produced _____ (*type of identification*) as identification and who ☐did/☑did not first take an oath this 1st day of December, 2023.

My Commission Expires:

KAYLEE BLAKE PYTEL
Notary Public-State of Florida
Commission # HH 64670
My Commission Expires
November 17, 2024

Signature – Notary Public

Kaylee Blake Pytel
Printed Name of Notary

#HH 64670
Notary's Commission No.

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

MIRACLE RECREATION EQUIPMENT COMPANY
(hereinafter referred to as "VENDOR"),
whose principal place of business is
878 E Highway 60, Monett, MO 65708

WHEREAS, Rule 6A-1.012(6), Florida Administrative Code and SBBC Policy 3320 Part II, subparagraph M, states that in lieu of requesting competitive solicitations from three (3) or more sources, the School Board may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other districts school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity will permit purchases by a district school board at the same terms, conditions and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board; and

WHEREAS, on April 14, 2020, The School District of Palm Beach County (the "SDPBC") received bids or proposals in response to a competitive solicitation (ITB# 20C-49P) to Furnish and Install Playground Equipment, Outdoor Fitness Equipment, Surfacing, and Fabric Shade Structures; and

WHEREAS, on August 19, 2020, the SDPBC approved the award of ITB# 20C-49P to Miracle Recreation Equipment Company for a term of five (5) years effective August 20, 2020, through August 19, 2025; and

WHEREAS, SBBC has determined that it is to the school district's economic advantage to make purchases from the contract awarded under ITB# 20C-49P; and

WHEREAS, SBBC desires to procure Furnish and Install Playground Equipment, Outdoor Fitness Equipment, Surfacing, and Fabric Shade Structures from Miracle Recreation Equipment Company at the same terms, conditions and at or below prices set forth in ITB# 20C-49P, as awarded by the School District of Palm Beach County; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on August 19, 2025, unless terminated earlier pursuant to section 3.05 of this Agreement.

2.02 **Cost**. VENDOR's written proposal for all goods and services shall be based on the terms, conditions and at or below the costs identified in ITB# 20C-49P (attached hereto as **Exhibit A**) as of the date of this Agreement.

2.03 **Payment**. Upon completion of the Work identified in each Purchase Order, VENDOR shall submit an invoice to SBBC to: **The School Board of Broward County, Florida, Accounting & Financial Reporting Department, ATTN: Accounts Payable, 600 SE 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301**. VENDOR's invoices shall state the assigned purchase order number for verification by Accounts Payable. All invoices submitted are subject to the approval of the Director of Physical Plan Operations Department. All approved VENDOR invoices will be paid net thirty (30) calendar days. VENDOR's invoiced prices shall be at or below those indicated in **Exhibit A.**

2.04 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.05 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director of Procurement and Warehousing Services The School Board of Broward County, Florida 7720 W Oakland Park Blvd, Suite 323

Sunrise, Florida 33351

To VENDOR: Miracle Recreation Equipment Company
878 E Highway 60
Monett, MO 65708

2.06 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.07 **Background Screening**. VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall 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 (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. [Insert Name] agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.08 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested

public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.09 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.10 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits of not less than $1,000,000 for Products/Completed Operations Aggregate.

a. Waiver of Transfer Rights of Recovery- CG 24 04 or its equivalent

(b) Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

a. Waiver of Subrogation- WC 0003 13 or its equivalent

(c) Auto Liability. **VENDOR** shall have and maintain Any Auto or Scheduled, Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $5000,000 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain scheduled, hired and non-owned automobile liability coverage in the amount of $5000,000. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "[Insert Name] does not own any vehicles. If VENDOR acquires any vehicles during the term of the Agreement, VENDOR agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

(d) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(e) Verification of Coverage. Proof of insurance must be submitted to the insurance tracking system within fifteen (15) days of this notification. You will receive a system-generated email within three (3) business days of this letter with insurance requirements and a unique link to upload your certificate of insurance (located at the bottom of the email as a blue box labeled Upload COI). YOU MUST RECEIVE A NOTICE OF COMPLIANCE.

(f) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave, Fort Lauderdale, FL 33301.

(g) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(h) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.11 **Nondiscrimination**.

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause is considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third-party.

2.12 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector

List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is one million dollars ($1,000,000) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.13 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.14 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.15 **Incorporation by Reference**. **Exhibit A** attached hereto and referenced herein are incorporated into this Agreement by reference.

2.16 **Proprietary Information**.

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification unless the contracting party has initiated an action at its sole cost

and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be terminated pursuant to the conditions set forth in General Conditions No. 7 of ITB# 20C-49P.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting

document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the Effective Date.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Lori Alhadeff, Chair

ATTEST:

_____
Dr. Peter B. Licata
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

MIRACLE RECREATION EQUIPMENT COMPANY

ATTEST:

By _____

Kim Adams, Secretary

Print Name: Kevin Walker

-or-

Title: CS Manager

Date: 12/1/23

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Missouri

COUNTY OF Lawrence

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1st-Nov, 2023 (*date*) by Kevin Walker (*name of officer or agent, title of officer or agent*) of Miracle Recreation Equipment Co (*name of corporation acknowledging*), a Iowa (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced NA (*type of identification*) as identification and who ☐did/☐did not first take an oath this 1st day of Nov, 2023.

My Commission Expires: 4/13/26

Kim Adams
Signature – Notary Public

(SEAL)

Kim Adams
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Lawrence County
My Commission Expires: 4/13/2026
ID. #14435117

Kim Adams
Printed Name of Notary

14435117
Notary's Commission No.

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SHADE SYSTEMS INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
4150 SW 19th Street, Ocala, Florida 33474

WHEREAS, Rule 6A-1.012(6), Florida Administrative Code and SBBC Policy 3320 Part II, subparagraph M, states that in lieu of requesting competitive solicitations from three (3) or more sources, the School Board may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other districts school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity will permit purchases by a district school board at the same terms, conditions and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board; and

WHEREAS, on April 14, 2020, The School District of Palm Beach County (the "SDPBC") received bids or proposals in response to a competitive solicitation (ITB# 20C-49P) to Furnish and Install Playground Equipment, Outdoor Fitness Equipment, Surfacing, and Fabric Shade Structures; and

WHEREAS, on August 19, 2020, the SDPBC approved the award of ITB# 20C-49P to Shade Systems Inc, Inc for a term of five (5) years effective August 20, 2020, through August 19, 2025; and

WHEREAS, SBBC has determined that it is to the school district's economic advantage to make purchases from the contract awarded under ITB# 20C-49P; and

WHEREAS, SBBC desires to procure Furnish and Install Playground Equipment, Outdoor Fitness Equipment, Surfacing, and Fabric Shade Structures from Shade Systems Inc. at the same terms, conditions and at or below prices set forth in ITB# 20C-49P, as awarded by the School District of Palm Beach County; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on August 19, 2025, unless terminated earlier pursuant to section 3.05 of this Agreement.

2.02 **Cost**. VENDOR's written proposal for all goods and services shall be based on the terms, conditions and at or below the costs identified in ITB# 20C-49P (attached hereto as **Exhibit A)** as of the date of this Agreement.

2.03 **Payment**. Upon completion of the Work identified in each Purchase Order, VENDOR shall submit an invoice to SBBC to: **The School Board of Broward County, Florida, Accounting & Financial Reporting Department, ATTN: Accounts Payable, 600 SE 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301**. VENDOR's invoices shall state the assigned purchase order number for verification by Accounts Payable. All invoices submitted are subject to the approval of the Director of Physical Plan Operations Department. All approved VENDOR invoices will be paid net thirty (30) calendar days. VENDOR's invoiced prices shall be at or below those indicated in **Exhibit A**.

2.04 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement and

shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.05 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director of Procurement and Warehousing Services The School Board of Broward County, Florida 7720 W Oakland Park Blvd, Suite 323 Sunrise, Florida 33351
To VENDOR:	Shade Systems Inc. 4150 SW 19th Street Ocala, Florida 33474

2.06 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.07 **Background Screening**. VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall 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 (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. [Insert Name] agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.08 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the

Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.09 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.10 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits of not less than $1,000,000 for Products/Completed Operations Aggregate.

a. Waiver of Transfer Rights of Recovery- CG 24 04 or its equivalent

(b) Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

a. Waiver of Subrogation- WC 0003 13 or its equivalent

(c) Auto Liability. **VENDOR** shall have and maintain Any Auto or Scheduled, Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $5000,000 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain scheduled, hired and non-owned automobile liability coverage in the amount of $5000,000. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "[Insert Name] does not own any vehicles. If VENDOR acquires any vehicles during the term of the Agreement, VENDOR agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

(d) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(e) Verification of Coverage. Proof of insurance must be submitted to the insurance tracking system within fifteen (15) days of this notification. You will receive a system-generated email within three (3) business days of this letter with insurance requirements and a unique link to upload your certificate of insurance (located at the bottom of the email as a blue box labeled Upload COI). YOU MUST RECEIVE A NOTICE OF COMPLIANCE.

(f) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave, Fort Lauderdale, FL 33301.

(g) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(h) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.11 **Nondiscrimination**.

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause is considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third-party.

2.12 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is one million dollars ($1,000,000) or more, the Agreement may be terminated at

SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.13 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.14 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.15 **Incorporation by Reference**. **Exhibit A** attached hereto and referenced herein are incorporated into this Agreement by reference.

2.16 **Proprietary Information**.

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to

a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be terminated pursuant to the conditions set forth in General Conditions No. 7 of ITB# 20C-49P.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

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

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the Effective Date.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Lori Alhadeff, Chair

ATTEST:

_____
Dr. Peter B. Licata
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

SHADE SYSTEMS INC.

ATTEST:

By _____

_____, Secretary

Print Name: Jenny Perkins

Title: Architectural Specialist

Date: 12/1/2023

-or-

_____
Witness

_____
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF FLORIDA

COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12/1/23 (*date*) by Jenny Perkins (*name of officer or agent, title of officer or agent*) of Shade Systems, Inc. (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced N/A (*type of identification*) as identification and who ☒did/☐did not first take an oath this 1 day of December, 2023.

My Commission Expires: 10/20/2027

_____
Signature – Notary Public

Bradley B Buzard
Printed Name of Notary

HH 415081
Notary's Commission No.

(SEAL)

BRADLEY BUZARD
Notary Public - State of Florida
Commission # HH 415081
My Comm. Expires Oct 20, 2027
Bonded through National Notary Assn.

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

REP SERVICES, INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
165 W Jessup Ave Longwood, Florida 32750

WHEREAS, Rule 6A-1.012(6), Florida Administrative Code and SBBC Policy 3320 Part II, subparagraph M, states that in lieu of requesting competitive solicitations from three (3) or more sources, the School Board may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other districts school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity will permit purchases by a district school board at the same terms, conditions and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board; and

WHEREAS, on April 14, 2020, The School District of Palm Beach County (the "SDPBC") received bids or proposals in response to a competitive solicitation (ITB# 20C-49P) to Furnish and Install Playground Equipment, Outdoor Fitness Equipment, Surfacing, and Fabric Shade Structures; and

WHEREAS, on August 19, 2020, the SDPBC approved the award of ITB# 20C-49P to Rep Services, Inc for a term of five (5) years effective August 20, 2020, through August 19, 2025; and

WHEREAS, SBBC has determined that it is to the school district's economic advantage to make purchases from the contract awarded under ITB# 20C-49P; and

WHEREAS, SBBC desires to procure Furnish and Install Playground Equipment, Outdoor Fitness Equipment, Surfacing, and Fabric Shade Structures from Rep Services, Inc at the same terms, conditions and at or below prices set forth in ITB# 20C-49P, as awarded by the School District of Palm Beach County; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on August 19, 2025, unless terminated earlier pursuant to section 3.05 of this Agreement.

2.02 **Cost**. VENDOR's written proposal for all goods and services shall be based on the terms, conditions and at or below the costs identified in ITB# 20C-49P (attached hereto as **Exhibit A)** as of the date of this Agreement.

2.03 **Payment**. Upon completion of the Work identified in each Purchase Order, VENDOR shall submit an invoice to SBBC to: **The School Board of Broward County, Florida, Accounting & Financial Reporting Department, ATTN: Accounts Payable, 600 SE 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301**. VENDOR's invoices shall state the assigned purchase order number for verification by Accounts Payable. All invoices submitted are subject to the approval of the Director of Physical Plan Operations Department. All approved VENDOR invoices will be paid net thirty (30) calendar days. VENDOR's invoiced prices shall be at or below those indicated in **Exhibit A**.

2.04 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement and

shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.05 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director of Procurement and Warehousing Services The School Board of Broward County, Florida 7720 W Oakland Park Blvd, Suite 323 Sunrise, Florida 33351
To VENDOR:	Rep Services, Inc 165 W Jessup Ave Longwood, Florida 32750

2.06 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.07 **Background Screening**. VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall 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 (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. [Insert Name] agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.08 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the

Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.09 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.10 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits of not less than $1,000,000 for Products/Completed Operations Aggregate.

a. Waiver of Transfer Rights of Recovery- CG 24 04 or its equivalent

(b) Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

a. Waiver of Subrogation- WC 0003 13 or its equivalent

(c) Auto Liability. **VENDOR** shall have and maintain Any Auto or Scheduled, Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $5000,000 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain scheduled, hired and non-owned automobile liability coverage in the amount of $5000,000. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "[Insert Name] does not own any vehicles. If VENDOR acquires any vehicles during the term of the Agreement, VENDOR agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

(d) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(e) Verification of Coverage. Proof of insurance must be submitted to the insurance tracking system within fifteen (15) days of this notification. You will receive a system-generated email within three (3) business days of this letter with insurance requirements and a unique link to upload your certificate of insurance (located at the bottom of the email as a blue box labeled Upload COI). YOU MUST RECEIVE A NOTICE OF COMPLIANCE.

(f) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave, Fort Lauderdale, FL 33301.

(g) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(h) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.11 **Nondiscrimination**.

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause is considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third-party.

2.12 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is one million dollars ($1,000,000) or more, the Agreement may be terminated at

SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.13 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.14 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.15 **Incorporation by Reference**. **Exhibit A** attached hereto and referenced herein are incorporated into this Agreement by reference.

2.16 **Proprietary Information**.

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to

a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be terminated pursuant to the conditions set forth in General Conditions No. 7 of ITB# 20C-49P.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

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

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the Effective Date.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Lori Alhadeff, Chair

ATTEST:

_____
Dr. Peter B. Licata
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

REP SERVICES, INC.

ATTEST:

By _____

_____, Secretary

Print Name: Nathan Almon

Title: President

-or-

Date: 12/4/23

Kathleen Anaya
Witness

Carrie Humbert
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 4th Day Dec 2023 (*date*) by Nathan Almon (*name of officer or agent, title of officer or agent*) of Rep Services, INC (*name of corporation acknowledging*), a Seminole Comty (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me or has produced License (*type of identification*) as identification and who ☑did/☐did not first take an oath this 4th day of December, 2023.

My Commission Expires:
6/10/2026

Signature – Notary Public

Nisha Singh
Printed Name of Notary

(SEAL)

HH 257182
Notary's Commission No.

Notary Public State of Florida
Nisha Singh
My Commission
HH 257182
Exp. 6/10/2026

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

GAMETIME
(hereinafter referred to as "VENDOR"),
whose principal place of business is
632 Florida Central Parkway, Longwood, Florida 32750

WHEREAS, Rule 6A-1.012(6), Florida Administrative Code and SBBC Policy 3320 Part II, subparagraph M, states that in lieu of requesting competitive solicitations from three (3) or more sources, the School Board may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other districts school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity will permit purchases by a district school board at the same terms, conditions and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board; and

WHEREAS, on April 14, 2020, The School District of Palm Beach County (the "SDPBC") received bids or proposals in response to a competitive solicitation (ITB# 20C-49P) to Furnish and Install Playground Equipment, Outdoor Fitness Equipment, Surfacing, and Fabric Shade Structures; and

WHEREAS, on August 19, 2020, the SDPBC approved the award of ITB# 20C-49P to GAMETIME for a term of five (5) years effective August 20, 2020, through August 19, 2025; and

WHEREAS, SBBC has determined that it is to the school district's economic advantage to make purchases from the contract awarded under ITB# 20C-49P; and

WHEREAS, SBBC desires to procure Furnish and Install Playground Equipment, Outdoor Fitness Equipment, Surfacing, and Fabric Shade Structures from GAMETIME at the same terms, conditions and at or below prices set forth in ITB# 20C-49P, as awarded by the School District of Palm Beach County; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on August 19, 2025, unless terminated earlier pursuant to section 3.05 of this Agreement.

2.02 **Cost**. VENDOR's written proposal for all goods and services shall be based on the terms, conditions and at or below the costs identified in ITB# 20C-49P (attached hereto as **Exhibit A)** as of the date of this Agreement.

2.03 **Payment**. Upon completion of the Work identified in each Purchase Order, VENDOR shall submit an invoice to SBBC to: **The School Board of Broward County, Florida, Accounting & Financial Reporting Department, ATTN: Accounts Payable, 600 SE 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301**. VENDOR's invoices shall state the assigned purchase order number for verification by Accounts Payable. All invoices submitted are subject to the approval of the Director of Physical Plan Operations Department. All approved VENDOR invoices will be paid net thirty (30) calendar days. VENDOR's invoiced prices shall be at or below those indicated in **Exhibit A**.

2.04 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement and

shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.05 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director of Procurement and Warehousing Services The School Board of Broward County, Florida 7720 W Oakland Park Blvd, Suite 323 Sunrise, Florida 33351
To VENDOR:	GAMETIME 632 Florida Central Parkway Longwood, Florida 32750

2.06 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.07 **Background Screening**. VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall 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 (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. [Insert Name] agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.08 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the

Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.09 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.10 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits of not less than $1,000,000 for Products/Completed Operations Aggregate.

a. Waiver of Transfer Rights of Recovery- CG 24 04 or its equivalent

(b) Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

a. Waiver of Subrogation- WC 0003 13 or its equivalent

(c) Auto Liability. **VENDOR** shall have and maintain Any Auto or Scheduled, Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $5000,000 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain scheduled, hired and non-owned automobile liability coverage in the amount of $5000,000. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "[Insert Name] does not own any vehicles. If VENDOR acquires any vehicles during the term of the Agreement, VENDOR agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

(d) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(e) Verification of Coverage. Proof of insurance must be submitted to the insurance tracking system within fifteen (15) days of this notification. You will receive a system-generated email within three (3) business days of this letter with insurance requirements and a unique link to upload your certificate of insurance (located at the bottom of the email as a blue box labeled Upload COI). YOU MUST RECEIVE A NOTICE OF COMPLIANCE.

(f) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave, Fort Lauderdale, FL 33301.

(g) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(h) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.11 **Nondiscrimination**.

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause is considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third-party.

2.12 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is one million dollars ($1,000,000) or more, the Agreement may be terminated at

SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.13 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.14 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.15 **Incorporation by Reference**. **Exhibit A** attached hereto and referenced herein are incorporated into this Agreement by reference.

2.16 **Proprietary Information**.

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to

a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

THIS SPACE INTENTIONALLY LEFT BLANK

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be terminated pursuant to the conditions set forth in General Conditions No. 7 of ITB# 20C-49P.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

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

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the Effective Date.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Lori Alhadeff, Chair

ATTEST:

_____
Dr. Peter B. Licata
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

GAMETIME

ATTEST:

By _____

_____, Secretary

Print Name: Rob Dominica

Title: President/drp

-or-

Date: 12/12/2023

Jennifer Cassidy
Witness

Peg. Smith
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this December 12, 2023 (*date*) by Rob Dominica (*name of officer or agent, title of officer or agent*) of Playcore Wisconsin, Inc. dba Gametime (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me or has produced _____ (*type of identification*) as identification and who ☐did/☐did not first take an oath this _____ day of _____, 2023.

My Commission Expires: 07/26/2025

_____
Signature – Notary Public

(SEAL)

NOTARY PUBLIC STATE OF FLORIDA
COURTNEY L. CRAWFORD
Commission # HH 158051
Expires July 26, 2025
Bonded Thru Budget Notary Services

Courtney L. Crawford
Printed Name of Notary

HH158051
Notary's Commission No.

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

REGAL CONTRACTORS INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
P.O. Box 20075 West Palm Beach, Florida 33416

WHEREAS, Rule 6A-1.012(6), Florida Administrative Code and SBBC Policy 3320 Part II, subparagraph M, states that in lieu of requesting competitive solicitations from three (3) or more sources, the School Board may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other districts school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity will permit purchases by a district school board at the same terms, conditions and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board; and

WHEREAS, on April 14, 2020, The School District of Palm Beach County (the "SDPBC") received bids or proposals in response to a competitive solicitation (ITB# 20C-49P) to Furnish and Install Playground Equipment, Outdoor Fitness Equipment, Surfacing, and Fabric Shade Structures; and

WHEREAS, on August 19, 2020, the SDPBC approved the award of ITB# 20C-49P to Regal Contractors Inc. for a term of five (5) years effective August 20, 2020, through August 19, 2025; and

WHEREAS, SBBC has determined that it is to the school district's economic advantage to make purchases from the contract awarded under ITB# 20C-49P; and

WHEREAS, SBBC desires to procure Furnish and Install Playground Equipment, Outdoor Fitness Equipment, Surfacing, and Fabric Shade Structures from Regal Contractors, Inc. at the same terms, conditions and at or below prices set forth in ITB# 20C-49P, as awarded by the School District of Palm Beach County; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on August 19, 2025, unless terminated earlier pursuant to section 3.05 of this Agreement.

2.02 **Cost**. VENDOR's written proposal for all goods and services shall be based on the terms, conditions and at or below the costs identified in ITB# 20C-49P (attached hereto as **Exhibit A)** as of the date of this Agreement.

2.03 **Payment**. Upon completion of the Work identified in each Purchase Order, VENDOR shall submit an invoice to SBBC to: **The School Board of Broward County, Florida, Accounting & Financial Reporting Department, ATTN: Accounts Payable, 600 SE 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301**. VENDOR's invoices shall state the assigned purchase order number for verification by Accounts Payable. All invoices submitted are subject to the approval of the Director of Physical Plan Operations Department. All approved VENDOR invoices will be paid net thirty (30) calendar days. VENDOR's invoiced prices shall be at or below those indicated in **Exhibit A**.

2.04 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement and

shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.05 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director of Procurement and Warehousing Services The School Board of Broward County, Florida 7720 W Oakland Park Blvd, Suite 323 Sunrise, Florida 33351
To VENDOR:	Regal Contractors, Inc. P.O. Box 20075 West Palm Beach, Florida 33416

2.06 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.07 **Background Screening**. VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall 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 (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. [Insert Name] agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.08 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the

Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.09 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.10 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits of not less than $1,000,000 for Products/Completed Operations Aggregate.

a. Waiver of Transfer Rights of Recovery- CG 24 04 or its equivalent

(b) Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

a. Waiver of Subrogation- WC 0003 13 or its equivalent

(c) Auto Liability. **VENDOR** shall have and maintain Any Auto or Scheduled, Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $5000,000 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain scheduled, hired and non-owned automobile liability coverage in the amount of $5000,000. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "[Insert Name] does not own any vehicles. If VENDOR acquires any vehicles during the term of the Agreement, VENDOR agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

(d) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(e) Verification of Coverage. Proof of insurance must be submitted to the insurance tracking system within fifteen (15) days of this notification. You will receive a system-generated email within three (3) business days of this letter with insurance requirements and a unique link to upload your certificate of insurance (located at the bottom of the email as a blue box labeled Upload COI). YOU MUST RECEIVE A NOTICE OF COMPLIANCE.

(f) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave, Fort Lauderdale, FL 33301.

(g) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(h) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.11 **Nondiscrimination**.

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause is considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third-party.

2.12 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is one million dollars ($1,000,000) or more, the Agreement may be terminated at

SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.13 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.14 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.15 **Incorporation by Reference**. **Exhibit A** attached hereto and referenced herein are incorporated into this Agreement by reference.

2.16 **Proprietary Information**.

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to

a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be terminated pursuant to the conditions set forth in General Conditions No. 7 of ITB# 20C-49P.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

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

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the Effective Date.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Lori Alhadeff, Chair

ATTEST:

_____
Dr. Peter B. Licata
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

REGAL CONTRACTORS, INC.

ATTEST:

SEC

, Secretary

-or-

Witness

Witness

By

Print Name: PAUL L MARTIN

Title: PRESIDENT

Date: DECEMBER 5, 2023

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Martin

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this Dec 5th 2023 (*date*) by Paul Martin (*name of officer or agent, title of officer or agent*) of Regal Contractors Inc (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced FLDL (*type of identification*) as identification and who ☐did/☒did not first take an oath this 5th day of December, 2023.

My Commission Expires:
December 25th 2026

Melanie Enright
Signature – Notary Public

(SEAL)

NOTARY PUBLIC STATE OF FLORIDA
MELANIE ENRIGHT
MY COMMISSION # HH334975
EXPIRES: December 25, 2026

Melanie Enright
Printed Name of Notary

HH334975
Notary's Commission No.

PROCUREMENT & WAREHOUSING SERVICES

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505
EMAIL: PurchasingHelpDesk@BrowardSchools.com www.BrowardSchools.com/PWS

POSTED VIA DEMANDSTAR

Date: December 8, 2023

Subject: **NOTICE OF INTENDED ALTERNATIVE (PIGGYBACK) PURCHASE**

SBBC Bid ID & Name: PY24-216 --Furnish & Install Playground Equip, Outdoor Fitness Equip, Surfacing, and Fabric Shade Structures
Contract Source: The School District of Palm Beach County- 20C-49P
Contract Term: January 23, 2024 through August 19, 2025
Awarded Vendor(s): Awnings Contractors & Designers, Inc.
Game Time, Inc.
Miracle Recreation Equipment Company
Regal Contractors Inc.
Rep Services Inc.
Shade Systems Inc.

This notice is to inform all interested parties that The School Board of Broward County, Florida intends to purchase goods or services utilizing the above-referenced contract.

The tentative Board Meeting date to approve this action is: January 23, 2024

Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the electronic posting of this notice of intent. Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided.

The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." If the tenth calendar day falls on a Saturday, Sunday, State holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, State holiday or days during which the school district administration is closed. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351.

Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Sincerely,

Martine Cadesca, Purchasing Agent
Email contact: mcadesca-pmor@browardschools.com

Staff Follow Up: **RSMB 012324-06 (DH)**
Today's Date: January 12, 2024
Due Date: January 16, 2024

BROWARD County Public Schools | Educating Today's Students to Succeed in Tomorrow's World

Topic: OO-12) PY24-216 Furnish/Install Playground equipment, outdoor fitness equipment

Staff Follow Up: Is there a list of schools that will receive this funding in an order of priority? How do they access the funds? Does the school ask for it or is it being handled at the district level? **RSBM-012324-06 (D. Hixon)**

Response: This agreement will be utilized for the repair/replacement of playground components at schools with existing equipment supplied by the identified vendors. The vendors included in this piggyback are different than other existing playground-related contracts. This agreement is needed to engage these specific vendors where the manufacturer of the existing equipment has a single installer/representative in this region.

The initiation of any work is at the District level through the creation of a work order and/or a request to Environmental Health & Safety for a site review to assist with work order generation. It is not the intention of this contract/item to allow schools to directly ask for these services from the vendor(s).

The Playground Standards Committee includes representatives from Physical Plant Operations, Environmental Health & Safety, and Office of Capital Programs (Construction/Pre-Construction) maintains the inventory, tracks work orders, conducts inspections, and manages repair/replacement activities. The Playground Standards Committee reviews existing work orders and prioritizes completion on injury/incident reporting, broken equipment leading to unit closure, other inspection reports findings, and an ability to make temporary repairs. DEFP funding is being utilized to complete the majority of these repair activities.

PBL/DGC/ADW:cac

Deborah Czubkowski
Deborah G. Czubkowski M.P.M., CGC
Chief Facilities Officer

designee
Dr. Peter B. Licata
Superintendent of Schools

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	OO. Strategy & Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-13.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **RFP-FY24-105 - Employment/Income Verification/Unemployment Compensation**

REQUESTED ACTION: **Approve the Award for the Request for Proposal (RFP); Contract Term: January 23, 2024 through September 30, 2026, with an option of two additional one-year renewal periods; Award Amount: $46,835 for the contract term; Awarded Vendor: Corporate Cost Control, Inc. (CCC); Small/Minority/Women Business Enterprise Vendor(s): None; District-wide.**

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Agreement has been reviewed and approved as to form and legal consent by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Agreement
- Award Recommendation

FINANCIAL IMPACT:

$46,835 funded by the Compensation & HRSS Department operating budget.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

N/A

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Judith M. Marte	Phone:	754-321-2611
Name:	Dr. Valerie S. Wanza	Phone:	754-321-2650

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Judith M. Marte, Deputy Superintendent, Finance & Operations

Signature

Judith M. Marte, Deputy Superintendent, Finance & Operations

Electronic Signature
Form $4189 Revised 7/23
PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____
School Board Chair

For more information, please contact:
Name: Dr. Valerie S. Wanza
Title: Deputy Superintendent,
Chief of Staff
Phone: 754.321.2650

EXECUTIVE SUMMARY

Recommendation of $500,000 or Less
RFP-FY24-105 – Employment Income Verification and Unemployment Compensation Claims Services

---

Board Meeting Date: January 23, 2024

Requested Action
Approve the Award for the Request for Proposal (RFP); Contract Term: January 23, 2024 through September 30, 2026, with an option of two additional one-year renewal periods; Award Amount: $46,835 for the contract term; Awarded Vendor: Corporate Cost Control, Inc. (CCC); Small/Minority/Women Business Enterprise Vendor(s): None; District-wide.

Impact if the Board Voted Yes or No

If the Board votes "Yes": CCC will continue to provide a service to SBBC to review and approve unemployment claims and employment verification for employees and third-party vendors.

If the Board votes "No": Employees and third-party vendors will be unable to retrieve employment verifications as the District cannot support the influx of work. Unemployment claims will not be reviewed and responded to in a timely manner, which could result in fraudulent claims.

Background/History
Over the last eight (8) years, CCC has fulfilled and processed employment/income verification and unemployment claims. The contract was last approved in July 2020 and has continued to benefit the District by providing a revenue share program. This revenue share program has helped mitigate the quarterly invoices, which would have otherwise been paid from the District's budget.

Alignment to 2027 Goals and Guardrails
Business Operations

Measurable Outcome(s)/Return on Investment
CCC has been providing these services for the last eight (8) years. CCC saves the District money when the District disputes unemployment cases such as those that are protested (i.e., resignations, terminations "for cause"). CCC aims to win ninety-seven (97) percent of these cases as it continues to produce this average outcome.

Year	Total Claims	Liability removed ($ saved)
2019	388	$67,034.14
2020	5,089	$1,708,229.40
2021	1,493	$1,744,296.86
2022	430	$51,233.38

Procurement Method
The procurement method selected is a competitive solicitation, as required by Purchasing Policy 3320, Part II, D, and Rule 6A-1.012(7), Florida Administrative Code.
A copy of the RFP document is available online at:
http://www.broward.k12.fl.us/supply/agenda/RFP-24-105_EmploymentIncomeVerificationandUnemploymentCompensationClaimsServices.pdf

Financial Impact
The spending authority requested is $46,835, funded by the Compensation & HRSS Department operating budget.

Period	Cost
January 23, 2024 – December 31, 2024	$16,385
January 1, 2025 – December 31, 2025	$17,400
January 1, 2026 – September 30, 2026	$13,050
TOTAL	**$46,835**

The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

PROCUREMENT & WAREHOUSING SERVICES

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	FY24-105	**Preparation Date:**	December 12, 2023
Previous Bid # (Ex: 10-004R):	FY21-010	**Buyer/PA:**	THAIS SOUZA
New Bid Award Total:	$46,835	**Bid Title:**	Employment/Income Verification & Unemployment Compensation Administrative & Cost Control Services
Previous Award Total:	$24,000		
Bid Type:	NEW BID		
Previous Bid Term (Start Date):	7/1/2020	**New Bid Term (In Months):**	32
Previous Bid Term (End Date):	9/30/2023	**# of Months Into Bid:**	39

SPEND REPORTING	
Purchase Order(s) Spend:	$20,000
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$20,000**
Average Monthly Expenditure:	$541
Unused Authorized Spending:	**$4,000**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
127770-CORPORATE COST CONTROL		$ 20,000
	PO VENDOR SPEND:	**$ 20,000**
	P-CARD SPEND:	**$ -**
	TOTAL SPEND:	**$ 20,000**

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	1200096540	**Name** (First & Last)	Debbie-Ann Scott
Fund	1000	**Title**	Director Compensation & HRSS
Functional Area	7731000000000000	**Department/School Name**	Compensation & HRSS
Commitment Item	53970000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**12/12/2023**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

DocuSign Envelope ID: 4D8A5BA6-E9CC-47F9-9568-B1CACD41D05C

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CORPORATE COST CONTROL, INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
475 Anton Boulevard, Costa Mesa, California 92626

WHEREAS, SBBC issued a Request for Proposal identified as RFP FY24-105 Employment/Income Verification and Unemployment Compensation Claims Services ("RFP"), dated June 09, 2023, for the purpose of receiving proposals for Employment/Income Verification and Unemployment Compensation Claims Services; and

WHEREAS, VENDOR offered a proposal dated June 29, 2023, ("Proposal") which is incorporated by reference herein, in response to this RFP; and

WHEREAS, VENDOR is willing to provide Employment/Income Verification and Unemployment Compensation Claims Services to SBBC.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**.

(a) The term of this Agreement commences on January 23, 2024 ("Effective Date") and concludes on September 30, 2026, unless terminated earlier pursuant to section 3.05 of this Agreement. The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional one (1) year periods.

(b) When a subsequent Agreement award process for the award of the goods or services

DocuSign Envelope ID: 4D8A5BA6-E9CC-47F9-9568-B1CACD41D05C

sought under a competitive solicitation is stopped due to the filing of a formal written protest, SBBC reserves the right to extend this Agreement beyond the expiration of the two (2) term extensions and one hundred eighty (180) calendar day term extension, awarded under this RFP for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new Agreement award under protest can be approved by SBBC.

2.02 **Priority of Documents**. In the event of a conflict between documents, the following priority of documents shall govern:

First:	This core Agreement without Exhibits; then
Second:	Exhibits to this Agreement; then
Third:	Addendum No.4; then
Fourth:	Addendum No.3; then
Fifth:	Addendum No.2; then
Sixth:	Addendum No.1; then
Seventh:	RFP FY24-105 – Employment Income Verification and Unemployment Compensation Claims Services; then
Eighth:	Proposal submitted in response to the RFP by VENDOR.

2.03 **Services and Deliverables**. VENDOR shall provide SBBC with services as proposed in its Proposal and in compliance with this Agreement, the RFP, and its Addenda, and as specified in **Exhibits A** and **B**.

2.04 **Retained Rights.**

(a) Unless specifically stated in this Agreement, nothing contained in this Agreement shall be deemed to convey to SBBC any ownership interest in or to any data, databases, improvements, technologies, inventions, developments, ideas, discoveries, and any other intellectual property owned by VENDOR.

(b) VENDOR hereby agrees to defend, indemnify, and hold harmless the SBBC from and against any and all losses, liabilities, costs, expenses and damages arising out of or relating to any claim by a third-party alleging infringement of any Intellectual Property Rights as to VENDOR's product(s) and services.

2.05 **Cost of Service**.

(a) The total cost to SBBC for all services satisfactorily provided by VENDOR under this Agreement is Forty-Six Thousand, Eight Hundred Thirty-Five Dollars and 00/100 Cents ($46,835.00) as more specifically described as follows:

1) For the time period from January 23, 2024 through December 31, 2024, the cost to SBBC is Rate: Sixteen Thousand, Three Hundred Eighty-Five Dollars and 00/100 Cents ($16,385.00).

2) For the time period from January 1, 2025 through December 31, 2025, the cost to SBBC is Seventeen Thousand, Four Hundred Dollars and 00/100 Cents ($17,400.00).

3) For the time period from January 1, 2026 through September 30, 2026, the cost to SBBC is Thirteen Thousand, Fifty Dollars and 00/100 Cents $13,050.00).

(b) VENDOR shall guarantee ninety-seven percent (97%) compliance rate and a ninety-seven percent (97%) win rate with regard to the Unemployment Compensation Administrative and Cost Control Services.

2.06 **Rebate**.

(a) VENDOR shall pay SBBC, via check, a quarterly revenue share of ten percent (10%) of all revenue generated from each compensable verification provided to a third-party commercial verifier.

(b) VENDOR shall make the revenue share check out to The School Board of Broward County, Florida, HR Support Services Department, TSSC 7720 W. Oakland Park Blvd., Sunrise, Florida, 33351 every quarter. The revenue check shall be accompanied by the revenue share report as per **Exhibit B.**

2.07 **Payment.**

(a) SBBC will appropriately issue a Purchase Order ("PO") under this Agreement.

(b) VENDOR shall submit to The School Board of Broward County, Florida, HR Support Services Department, TSSC 7720 W. Oakland Park Blvd., Sunrise, Florida, 33351 appropriate quarterly invoices in the amounts as follows on or after the last day of the month(s) specified below, to be paid net thirty (30) calendar days after the date of same invoice(s):

1) For the time period from January 23, 2024 through December 31, 2024:
   i. March 2024 - Three Thousand, Three Hundred Thirty- Five Dollars and 00/100 Cents ($3,335.00).
   ii. June 2024 - Four Thousand, Three Hundred Fifty Dollars and 00/100 Cents ($4,350.00).
   iii. September 2024 - Four Thousand, Three Hundred Fifty Dollars and 00/100 Cents ($4,350.00).
   iv. December 2024 - Four Thousand, Three Hundred Fifty Dollars and 00/100 Cents ($4,350.00).

2) For the time period from January 1, 2025 through December 31, 2025:
   i. March 2025 - Four Thousand, Three Hundred Fifty Dollars and 00/100 Cents ($4,350.00).
   ii. June 2025 - Four Thousand, Three Hundred Fifty Dollars and 00/100 Cents ($4,350.00).
   iii. September 2025 - Four Thousand, Three Hundred Fifty Dollars and 00/100 Cents ($4,350.00).
   iv. December 2025 - Four Thousand, Three Hundred Fifty Dollars and 00/100 Cents ($4,350.00).

DocuSign Envelope ID: 4D8A5BA6-E9CC-47F9-9568-B1CACD41D05C

3) For the time period from January 1, 2026 through September 30, 2026:
   i. March 2026 - Four Thousand, Three Hundred Fifty Dollars and 00/100 Cents ($4,350.00).
   ii. June 2026 - Four Thousand, Three Hundred Fifty Dollars and 00/100 Cents ($4,350.00).
   iii. September 2026 - Four Thousand, Three Hundred Fifty Dollars and 00/100 Cents ($4,350.00).

2.08 **Annual Contribution**. VENDOR shall pay SBBC Five Hundred Dollars and 00/100 Cents ($500.00) annually, via check, for Scholarships to district minority students through the Broward Education Foundation. VENDOR shall make the check out to "Broward Education Foundation" with a note that funds are for scholarships for district minority students. VENDOR shall pay SBBC the annual contribution at the end of every fiscal year, on June 30, 2024, June 30, 2025, and June 30, 2026. The VENDOR shall send the check to Broward Education Foundation, 7720 West Oakland Park Blvd, Suite 101A Sunrise, Florida 33351.

2.09 **No Disclosure of SBBC Education Records**. SBBC shall not disclose any education records to VENDOR pursuant to this Agreement. However, should VENDOR come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. VENDOR's use or re-disclosure may violate applicable federal and state laws. Should SBBC gain knowledge that it inadvertently provided VENDOR with education records, then SBBC will provide VENDOR with notice of same inadvertent disclosure; and VENDOR shall safeguard such education records. Furthermore, VENDOR shall return, purge, or otherwise handle same education records as solely directed by SBBC.

2.10 **Vendor Safeguarding the Confidentiality of Education Records.**

Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

(a) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

(b) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records are to be shared provides prior written consent for their release;

(c) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to

SBBC upon request; safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

(d) notify SBBC within twenty-four (24) hours upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com., and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

(e) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

(f) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law.

2.11 **SBBC Disclosure of Employee Records**.

(a) SBBC staff will provide VENDOR the following records for the purpose of verifying employment, income, and unemployment (**Exhibit C**) via SaaS (Cloud) provider model and provide data migration.

1) Employment Basic Verification Request:
Employer company code, employee name, Social Security number, User ID, PIN, as of date, most recent hire date, original hire date, job title, employee status, date of termination (if applicable), pay frequency (Calendar Months), current pay rate.

2) Employment and Income Verification Request:
Employer company code, employee name, Social Security number, User ID, PIN, as of date, most recent hire date, original hire date, job title, employee status, date of termination (if applicable), pay frequency (Calendar Months), current pay rate, Year to Date (YTD) gross base pay, YTD gross over-time pay, YTD gross bonus pay, YTD gross commission pay, YTD gross other income, YTD gross total.

3) Employment Extended Verification Request:
Employer company code, employee name, Social Security number, User ID, PIN, as of date, most recent hire date, original hire date, job title, employee status, date of termination (if applicable), pay frequency (Calendar Months), current pay rate. Employee Home Address, pay period end date, date paid/check date, total hours worked for pay period, gross wages for pay period, Net Pay for pay period.

4) Unemployment Basic Verification Request:
Employer company code, employee name, Social Security number, User ID, PIN, as of date, most recent hire date, original hire date, job title, employee status, date of termination (if applicable), pay frequency (Calendar Months), current pay rate.

Unemployment Compensation for Ex-Service Personnel (UCX) account number, Date of termination/inactivity/retirement, reason code for termination/inactivity/retirement, last day worked, work state, work location code identifier, Federal Employer Identification Number (FEIN), State unemployment insurance account number.

5) Unemployment Extended Verification Request:
Employer company code, employee name, Social Security number, User ID, PIN, as of date, most recent hire date, original hire date, job title, employee status, date of termination (if applicable), pay frequency (Calendar Months), current pay rate. Pay period end date, date paid/check date, total hours worked for pay period, Gross wages for pay period, Net pay for pay period. Detailed pay statement (if requested) includes various pay types, such as regular, overtime, vacation, bonus, commission, etc. Gross wages for each pay type is required.

(b) VENDOR shall serve as the designated Agent of Record with SBBC, providing an address of record for receipt of all benefit claim forms and hearing notices and related documents for Unemployment Compensation Services. Agent of Record shall only be in effect for the term of the contract or unless terminated as per Section 3.05 of this Agreement.

(c) Employees can access VENDOR's website http://Experianverify.com and obtain unlimited free verifications per year.

(d) The requirements of this section shall supersede any uses and disclosures of employee records as listed in VENDOR'S privacy policies.

2.12 **VENDOR Safeguarding the Confidentiality of Employee Records**.

(a) Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;
2) hold any employee records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law;
3) ensure that, at all times, all of its employees who have access to any SBBC employee records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to SBBC employee records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of VENDOR employees to SBBC upon request;
4) protect each employee record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the employee's records and information;

DocuSign Envelope ID: 4D8A5BA6-E9CC-47F9-9568-B1CACD41D05C

5) utilize the employee records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display employee records to any third party except as contemplated under this Agreement;
6) notify SBBC within twenty-four (24) hours upon discovery of a breach of confidentiality of employee records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes
7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;
8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;
9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law. This section shall survive the termination of all performance or obligations under this Agreement.
10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of employee records; and
11) purge education records from any media once the media is no longer in use or is to be disposed.

(b) All employee records referenced above in this section shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the employee records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) VENDOR shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performances required or the conclusion of all obligations existing under this Agreement.

DocuSign Envelope ID: 4D8A5BA6-E9CC-47F9-9568-B1CACD41D05C

2.13 **VENDOR Re-disclosure of SBBC Employee Records.**

(a) The VENDOR shall provide Employment, Income Verifications, and Claims Services listed in **Exhibit C** to all authorized participating government agencies, private and commercial verifiers (for example, banks, mortgage brokers, auto dealers), social service verifiers, and employers. This includes all types of employee records listed in this agreement (see **Exhibit C**).

(b) VENDOR shall only re-disclose SBBC Employee Records to third parties for the purpose of performing its responsibilities under this Agreement.

(c) VENDOR shall ensure that all third parties safeguard employee records through administrative, physical, and technological safety standards to ensure that adequate controls are in place to protect the employee records.

2.14 **Third Party Safeguarding the Confidentiality of Employee Records.**
For any and all employee records that VENDOR redisclosures to any and all entities with which it contracts or utilizes ("third parties") pursuant to the terms of this Agreement, VENDOR shall ensure that those third parties comply with the terms of this Agreement, including but not limited to the safeguarding requirements of this Agreement. VENDOR shall take any and all responsibility for the negligent act(s) or omissions of any and all third parties that it utilizes to comply with the terms of this Agreement.

2.15 **Auditing of Data Protection Controls.**

(a) VENDOR or any of VENDOR's subcontractors with access to SBBC data shall undergo an audit utilizing the Statement on Standards for Attestation Engagements 18 (SSAE 18) auditing standards published by the Auditing Standards Board of the American Institute of Certified Public Accountants and receive a System and Organization Controls (SOC) 2 report validating their security controls.

(b) At a minimum, the audit shall show what controls are used to:

1) protect SBBC against unauthorized access, unauthorized disclosure, and damage;
2) reduce the risk of compromise of the availability, integrity, and confidentiality of the provided SBBC data;
3) ensure SBBC student and/or staff personal information is collected, used, retained, disclosed, and disposed of in a manner to meet VENDOR'S objectives while also ensuring the data is protected from unauthorized use or disclosure; and
4) monitor compliance with established security controls.

(c) Regardless of the audit type used, SSAE 18 or another third-party audit, VENDOR shall provide an attestation stating that the VENDOR and/or VENDOR's subcontractors with access to SBBC data have underwent an audit and the security controls being used are in

DocuSign Envelope ID: 4D8A5BA6-E9CC-47F9-9568-B1CACD41D05C

compliance with acceptable security standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by VENDOR or by any of VENDOR's subcontractors with access to SBBC data under this Agreement.

(d) Additionally, the VENDOR and/or the VENDOR's subcontractors with access to SBBC data shall, at minimum, annually complete a SSAE 18 or other third-party compliance assessment and maintain compliance during the agreement. The VENDOR shall provide SBBC an attestation of continued compliance by VENDOR and/or VENDOR's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.16 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be

DocuSign Envelope ID: 4D8A5BA6-E9CC-47F9-9568-B1CACD41D05C

paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.17 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Manager, Human Resources Support Services The School Board of Broward County, Florida 7720 West Oakland Park Blvd, 1st Floor Sunrise, Florida 33351
To VENDOR:	Corporate Cost Control, Inc. 475 Anton Boulevard Costa Mesa, California 92626 Attn: General Counsel, Law Department

2.18 **Background Screening**. VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this

DocuSign Envelope ID: 4D8A5BA6-E9CC-47F9-9568-B1CACD41D05C

Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall 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 (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.19 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

DocuSign Envelope ID: 4D8A5BA6-E9CC-47F9-9568-B1CACD41D05C

2.20 **Liability.** This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By VENDOR. VENDOR's total aggregate liability under the agreement regardless of the nature of the legal or equitable right claimed to have been violated, is limited to direct damages which shall not exceed five hundred thousand dollars ($500,000.00). Notwithstanding any other provision of the agreement, in no event shall either party be liable to the other party for any incidental, indirect, consequential, punitive, special, or increased damages, or damages to business reputation, damages arising from loss of business with third parties, or loss of profits from transactions with third parties, or willful infringement by the other party, whether any of the foregoing are foreseeable or not, and however caused, even if such party is advised of the possibility that such damages or lost profits might arise.

2.21 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits of not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than $1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. VENDOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "VENDOR does not own any vehicles. If VENDOR acquires any vehicles during the term of the Agreement, VENDOR agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

DocuSign Envelope ID: 4D8A5BA6-E9CC-47F9-9568-B1CACD41D05C

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit VENDOR sufficient time to remedy any deficiencies.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds under the general liability, professional liability, to the extent applicable, and auto liability policies..

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Ave, 11th Floor, Fort Lauderdale, Florida 33301.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

2.22 **Nondiscrimination**.

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause is considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third-party.

DocuSign Envelope ID: 4D8A5BA6-E9CC-47F9-9568-B1CACD41D05C

2.23 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is one million dollars ($1,000,000) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.24 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.25 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.26 **Incorporation by Reference**. **Exhibits A**, **B** and **C** attached hereto and referenced herein are incorporated into this Agreement by reference.

2.27 **Proprietary Information**.

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt

DocuSign Envelope ID: 4D8A5BA6-E9CC-47F9-9568-B1CACD41D05C

portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for

DocuSign Envelope ID: 4D8A5BA6-E9CC-47F9-9568-B1CACD41D05C

Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

DocuSign Envelope ID: 4D8A5BA6-E9CC-47F9-9568-B1CACD41D05C

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

DocuSign Envelope ID: 4D8A5BA6-E9CC-47F9-9568-B1CACD41D05C

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

DocuSign Envelope ID: 4D8A5BA6-E9CC-47F9-9568-B1CACD41D05C

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Lori Alhadeff, Chair

ATTEST:

Date: _____

_____
Dr. Peter Licata, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams
Digitally signed by Kathelyn Jacques-Adams
Date: 2023.12.19 10:10:21 -05'00'

Note: Corporate Cost Control, Inc. (FY24-105) (2)

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

ATTEST:

_____
, Secretary

-or-

DocuSigned by:
J. Alan Shemelya
5D887454FA50428...
Witness

DocuSigned by:
David Powell
4BA8980B9F704E7...
Witness

CORPORATE COST CONTROL, INC.

By: DocuSigned by: Danielle Hipsman 5E43002B366E480...
Signature

Printed Name: Danielle Hipsman

Title: Associate Contract Manager

Date: Dec 18, 2023 | 7:17 PM PST

[THIS SPACE INTENTIONALLY LEFT BLANK; EXHIBITS FOLLOW]

DocuSign Envelope ID: 4D8A5BA6-E9CC-47F9-9568-B1CACD41D05C

EXHIBIT A

SCOPE OF SERVICES

1. VENDOR shall process all unemployment compensation claims submitted by SBBC at the time of filing and present reasons for claimant termination to the appropriate state agency office.

2. VENDOR shall work within the guidelines of the Trade Adjustment Assistance Act of 2022 (Unemployment Insurance Integrity Law)

3. VENDOR shall comply with the Florida Department of Economic Opportunity (DEO) Connect system.

4. VENDOR shall provide a professional representative to attend all hearings (by telephone or in person) unless excused by SBBC on a case-by-case basis at the sole discretion of SBBC.

5. VENDOR shall follow through on all protested claims and unprotested claims and provide complete administrative services for all matters relating to the same, dealing directly with the state agency on behalf of SBBC.

6. VENDOR shall serve as the designated Agent of Record/ Power of Attorney with SBBC, providing an address of record for receipt of all benefit claim forms and hearing notices and related documents for Unemployment Compensation Services. VENDOR shall file the form with the Florida Department of Revenue upon School Board approval of the contract and will annually check to ensure it is still in place. Agent of Record/ Power of Attorney shall only be in effect for the term of this Agreement or unless terminated earlier pursuant to Section 3.05 of this Agreement.

7. VENDOR shall review evidence to be presented in support of SBBC's position at appeal and review strategies to pursue in the appeal hearing.

8. VENDOR shall assure all documentary evidence is provided to SBBC representatives prior to the stated deadline.

9. VENDOR shall forward SBBC documents to State DEO at the initial claim process to be entered as exhibits to SBBC and other required parties in sufficient time prior to the appeal hearing.

10. VENDOR shall assertively pursue all contacts to schedule all telephone hearings. Assure all will be in place at the appointed time.

11. VENDOR shall use an employment/income verification service as provided in **Attachment F** of the RFP.

DocuSign Envelope ID: 4D8A5BA6-E9CC-47F9-9568-B1CACD41D05C

12. VENDOR shall meet all delivery requirements referenced in **Attachment E** of the RFP.

13. VENDOR shall utilize the SaaS (Cloud) provider model and provide data migration as stated in their Proposal under Section 4.4.2.13, Page 27, at no additional cost to SBBC.

14. VENDOR shall provide a system's user account and access management strategy as stated in their Proposal, Section 4.4.2.14, page 27.

15. VENDOR shall not impose storage limits or income/employment information to SBBC.

16. VENDOR shall provide the system's physical security measures to safeguard its servers as agreed in their Proposal, Section 4.4.2.16, page 27.

17. VENDOR shall provide system's intrusion prevention and detection capabilities as agreed in their proposal, Section 4.4.2.17, page 27.

18. VENDOR shall provide services and data recovery in the event of a disaster as outlined in their Proposal, Section 4.4.1.8, page 27.

19. Employees can access VENDOR's website and obtain unlimited verifications per year.

20. VENDOR shall not resell employment information to third parties.

21. VENDOR shall update SBBC on changes in laws and/or regulations pertaining to applicable unemployment compensation laws.

22. VENDOR shall provide training and/or education materials and reports to ensure SBBC staff assigned responsibility for the overall day-to-day management of SBBC's unemployment compensation program are properly trained.

23. VENDOR shall offer at least two (2) local workshops per year for SBBC personnel to advise them of responsibilities and potential liabilities associated with handling matters related to unemployment issues, at VENDOR's cost.

24. VENDOR shall, when applicable, send to SBBC tax alerts, bulletins, and quarterly unemployment newsletters.

25. VENDOR shall place all claims under individual audit for the full duration of the benefit year to control the accuracy of the benefit payments and the proper application of the governing regulatory provisions.

26. VENDOR shall review individual claimant's wage reports and record such data as may be required for future audit of benefit charges.

27. VENDOR shall audit all statements of benefit charges.

DocuSign Envelope ID: 4D8A5BA6-E9CC-47F9-9568-B1CACD41D05C

28. VENDOR shall review each quarterly contribution report when a copy is submitted by SBBC.

29. VENDOR shall seek corrections and adjustments in SBBC's unemployment account(s) for all illegal, erroneous and excessive charge entries. Provide monthly report to confirm the unemployment claims are being protested.

30. VENDOR shall maintain an accounting of all benefit charges, tax credits and adjustments to SBBC's unemployment account(s).

31. VENDOR shall consult with SBBC whenever necessary or requested to give advice and recommendations on personnel and administrative procedures pertinent to the control and reduction of unemployment compensation costs.

32. VENDOR shall inform SBBC of significant alternations of the applicable unemployment compensation statutes, regulations and interpretations thereof, which may require procedural and/or policy changes relative to SBBC's personnel or accounting practices.

33. As the need arises and as requested, VENDOR shall assist SBBC in developing personnel policies which are in keeping with sound practice, with statutory limitations, and evaluate the need for utilizing such policies in the reduction of unemployment compensation costs.

34. VENDOR shall provide, monthly quarterly and annual reports, in hard copy and editable electronic online formats giving detailed summary data on all unemployment-related activity to SBBC. (See **Exhibit B** of this Agreement).

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT B

DELIVERABLES

(a) VENDOR shall provide quarterly, and annual reports, in hard copy and manipulative able electronic online formats giving detailed summary data on all unemployment-related activity to SBBC.

(b) These reports shall be delivered or made available to The School Board of Broward County, Florida, HR Support Services, 7720 W. Oakland Park Blvd., Suite 101 A, Sunrise, Florida 33351-6704.

(c) These reports are due within ten (10) calendar days of each period ending date.

(d) These reports shall describe the unemployment experience of SBBC' s account, indicate the results of the proposer's activities on behalf of SBBC, and provide a basis for evaluating the services provided by the proposer.

(e) At a minimum, these reports shall include a statistical summation printout citing total claims activity and benefit-cost allocations. The summation printout should include, but not be limited to:

1) The total number of claims under audit (new claims and claims initiated during previous contract periods).
2) The number of benefit charges that were eliminated from being assigned to the account.
3) The potential liability avoided through the protest of claims during the contract period.
4) The number of new claims successfully protested.
5) The percentage of new claims protested.
6) State agency overcharges errors uncovered by the audit.
7) List the number of hearings, the number of hearings attended, and the number of hearings coached (all levels).
8) Total benefit charges to the account for the current as well as the previous tax rating period.
9) Protested claims listings (cumulative) for the contract period, showing filing date, social security number, name of claimant, job title and potential liability.
10) U.C. claims activity – Assigned claims and charges (cumulative) for the contract period, showing filing date, social security number, name of claimant, job title, separation code, potential liability, previous and current tax rating period charges, as well as credits.
11) U.C. claims activity – Charges under protest (cumulative) for the contract period, showing filing date, social security number, name of claimant, job title, separation code and the previous and current tax rating period protested charges.
12) Description of termination and other codes.
13) Summary of State of Florida Quarterly Benefit Charges.

(f) VENDOR shall provide monthly reports, in hard copy and manipulative able electronic online formats giving details of what has been protested and when the refund will come

DocuSign Envelope ID: 4D8A5BA6-E9CC-47F9-9568-B1CACD41D05C

back to SBBC. It is critical that SBBC be able to track from the filling of the protest to the receipt of the credit. These reports shall be delivered or made available to The School Board of Broward County, Florida, HR Support Services, 7720 W. Oakland Park Blvd., Suite 101 A, Sunrise, Florida 33351-6704. These reports are due within ten (10) calendar days of each period ending date. Broward County Public Schools (BCPS) logo shall be included in all the reports at no additional charge. SBBC will provide the VENDOR with the logo.

(g) VENDOR shall provide on a yearly basis training via teams or at The School Board of Broward County, Florida, HR Support Services, 7720 W. Oakland Park Blvd., Suite 101 A, Sunrise, Florida 33351-6704 and related reports according to the following schedule:

1) Walk-through of the Unemployment process to be provided in the first quarter of the year.
2) Hearings and Appeal process to be provided in the third quarter of the year.
3) Reports to be provided upon request.
   i. Deliver comprehensive training and professional development sessions showcasing the company's services and reporting process, which have already yielded benefits for numerous clients.
   ii. Offer clear and concise instructions detailing the array of available reports and their extensive capabilities to empower the client. Example Year over Year (YOY) comparison.

(h) VENDOR shall provide on a quarterly basis a Revenue Share Report including the following data:

1) Number of verifications split by verifiers: how many employees, commercial verifiers, and public entities.
2) Total Revenue coming from commercial verifiers or any other compensable verifier.
3) Revenue breakdown by third-party verifiers.
4) Total SBBC Revenue Share for the corresponding period.

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT C

SBBC will provide the following information for these types of Employment/Income Verifications Required by VENDOR.

Employment Only Verification	Employer Company Code Employee Name Social Security Number User ID PIN As of Date Most Recent Hire Date Original Hire Date Job Title Employee Status Date of Termination (if applicable) Pay Frequency (Calendar Months)
Employment & Income Verification	***All items on Employment Verification plus:** Current Pay Rate YTD Gross Base Pay YTD Gross Over-time Pay YTD Gross Bonus Pay YTD Gross Commission Pay YTD Gross Other Income YTD Gross Total *Pay detail is recommended to be provided by various pay types, such as regular, overtime, vacation, bonus, commission, etc. Gross wages for each pay type is required.*
Basic Social Services	***All items on Employment & Income Verification plus:** Employee Home Address Pay Period End Date Date Paid/Check Date Total Hours worked for pay period Gross wages for pay period Net Pay for pay period

Unemployment Data Requirements

Basic Unemployment Verifications	UCX Account Number Date of termination/inactivity/retirement Reason code for termination/inactivity/retirement Last Day Worked Work State Work Location Code Identifier FEIN State Unemployment Insurance Account Number ***Data elements listed are in addition to the data elements listed above under Employment Only Verification requirements.***
Extended Unemployment Verifications	Pay Period End Date Date Paid/Check Date Total Hours worked for pay period Gross wages for pay period Net Pay for pay period ***When requested the VENDOR can provide a detailed pay statement that can include various pay types, such as regular, overtime, vacation, bonus, commission, etc. Gross wages for each pay type is required.***

DocuSign

Certificate Of Completion

Envelope Id: 4D8A5BA6E9CC47F99568B1CACD41D05C

Status: Completed

Subject: Complete with DocuSign: CCC 202400165 KJA LEG SUFF AS EDITED 12-12-23 OUT clean.pdf

Source Envelope:

Document Pages: 26

Signatures: 3

Initials: 0

Envelope Originator:
Danielle Hipsman
danielle.hipsman@experian.com
IP Address: 167.107.191.217

Certificate Pages: 5

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original
12/18/2023 7:15:04 PM

Holder: Danielle Hipsman
danielle.hipsman@experian.com

Location: DocuSign

Signer Events	Signature	Timestamp
Danielle Hipsman danielle.hipsman@experian.com Associate Contract Manager Associate Contract Manager Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Hipsman 5E43002B366E480... Signature Adoption: Pre-selected Style Using IP Address: 167.107.191.217	Sent: 12/18/2023 7:17:14 PM Viewed: 12/18/2023 7:17:29 PM Signed: 12/18/2023 7:17:36 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
David Powell david.powell@experian.com Security Level: Email, Account Authentication (None)	DocuSigned by: David Powell 4BA8980B9F704E7... Signature Adoption: Pre-selected Style Using IP Address: 96.236.217.145 Signed using mobile	Sent: 12/18/2023 7:17:15 PM Viewed: 12/18/2023 8:42:30 PM Signed: 12/18/2023 8:43:22 PM
Electronic Record and Signature Disclosure: Accepted: 12/18/2023 8:42:30 PM ID: 01ee3a04-e52b-4ac7-b20e-1fac5f5c8f5e		
J. Alan Shemelya alan.shemelya@experian.com Security Level: Email, Account Authentication (None)	DocuSigned by: J. Alan Shemelya 5D887454FA50428... Signature Adoption: Pre-selected Style Using IP Address: 167.107.191.217	Sent: 12/18/2023 7:17:14 PM Viewed: 12/19/2023 5:21:36 AM Signed: 12/19/2023 5:22:11 AM
Electronic Record and Signature Disclosure: Accepted: 12/19/2023 5:21:36 AM ID: 246cfb1d-298b-410b-82d0-4ae15d224985		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/18/2023 7:17:15 PM
Certified Delivered	Security Checked	12/19/2023 5:21:36 AM
Signing Complete	Security Checked	12/19/2023 5:22:11 AM
Completed	Security Checked	12/19/2023 5:22:11 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Procurement & Warehousing Services
Broward County Public Schools

AWARD RECOMMENDATION

RFP #:	FY24-105	Tentative Board Meeting Date*:	October 2023		
RFP Title:	Employment/Income Verification/Compensation Claims Services	# Notified:	711	# Downloaded:	25
		# of Responses Rec'd:	3	# of "No Bids":	0
For:	HR & Support Services (School/Department)	RFP Opening Date :	July 18, 2023		
Fund:	District's General Fund	Advertised Date:	June 9, 2023		

POSTING OF AWARD RECOMMENDATION: RFP Award Recommendations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on **SEP 22, 2023 @ 4:30 PM** and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3) (b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

(*) The Cone of Silence, as stated in the RFP, is in effect until award is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

REVISED -AWARD RECOMMENDATION

Three (3) proposals were received in response to RFP FY24-105 – Employment Income Verification and Compensation Claims Services. Proposals received were evaluated by the following Committee Members:

Samantha M. Gordon – Chair – Manager - HH.RR. Support Serv.
David Azzarito - Chief People Officer
Debbie-Ann Scott – Director of Compensation & HRSS
Eric Chisem – Director Talent Acquisition & Operations (Non- Instructional)
Karen E. Manie - Supervisor HH.RR. Support Serv.
Charlene Collins - Director Enterprise Applications

S/M/WBE Advisor: Winifred Cummings – MWBE Specialist I

According to Section 5.2 of the RFP, if only one (1) responsive proposal is received, the Committee will proceed without scoring the one (1) responsive proposal and may negotiate the best terms and conditions with that sole Proposer. The Committee has decided to negotiate with the following sole proposer, which was recommended for award:

- Corporate Cost Control, Inc.

It is recommended that for the reason(s) stated on the attached RFP Rejection Sheet, the RFP proposal in its entirety be rejected for not complying with RFP requirements.

The award for this Proposer shall be contingent upon the successful completion of the written Agreement.

Contract Period: **Date of Award continuing through September 30, 2026**.

By: *Thais Souza* Date: December 12, 2023

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

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

Procurement & Warehousing Services
Broward County Public Schools

AWARD RECOMMENDATION

(Purchasing Agent)

RFP FY24-105
Employment Income verification and Compensation Claims Services
REJECTION SHEET

Reject Bid from VAULT VERIFY LLC

Bid response was received on July 19th, 2023, at 7:48 am. As stated in Section 6.7.3.1 of the RFP, a proposal may be rejected if it is time-stamped at the Procurement & Warehousing Services Department after the deadline specified in the RFP. The deadline for this RFP was July 18th, at 2:00 pm ET.

Reject Bid from EQUIFAX WORKFORCE SOLUTIONS LLC

Based upon Equifax Workforce Solutions LLC response to RFP section 4.3.2.33, wherein it is stated that they are unable to agree to the terms contained in General Condition 7.1 without modification, the proposal is rejected as being non-responsive due to the failure to completely accept General Condition 7.1.

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

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

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	OO. Strategy & Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-14.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **RFQ-FY24-038 - Continuing Contract for Surveying Services**

REQUESTED ACTION: **Approve the Agreements for the Request for Qualifications (RFQ); Contract Term: January 23, 2024 through January 22, 2027; Award Amount: $150,000; Awarded Vendor(s); Conemco Engineering, Inc. d/b/a Conemco Consultants; J Bonfill & Associates, Inc.; KCI Technologies, Inc.; Miller Legg & Associates, Inc.; Zeman Consulting Group; Small/Minority/Women Business Enterprise Vendor(s): Conemco Engineering, Inc. d/b/a Conemco Consultants; Zeman Consulting Group; District-wide.**

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
These Agreements have been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Agreements-5_ONLINE
- Award Recommendation

FINANCIAL IMPACT:

$150,000, funded by the SMART Program and District Educational Facilities Plan projects and PPO/EH&S/FACILITIES budgets.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:
(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Judith M. Marte	Phone:	754-321-2611
Name:	Deborah Czubkowski	Phone:	754-321-2659

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Judith M. Marte, Deputy Superintendent, Finance & Operations

Signature

Judith M. Marte, Deputy Superintendent, Finance & Operations

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23
PBL/VSW

For more information, please contact:
Name: Deborah Czubkowski
Title: Chief Facilities Officer
Phone: 754-321-2659

EXECUTIVE SUMMARY

Recommendation to Approve Agreements
RFQ-FY24-038 - Continuing Contract for Surveying Services

Board Meeting Date: January 23, 2024

Requested Action
Approve the Agreements for the Request for Qualifications (RFQ); Contract Term: January 23, 2024, through January 22, 2027; Award Amount: $150,000; Awarded Vendor(s); Conemco Engineering, Inc. d/b/a Conemco Consultants; J Bonfill & Associates, Inc.; KCI Technologies, Inc.; Miller Legg & Associates, Inc.; Zeman Consulting Group; Small/Minority/Women Business Enterprise Vendor(s): Conemco Engineering, Inc. d/b/a Conemco Consultants; Zeman Consulting Group; District-wide.

Impact if the Board Voted Yes or No

If the Board votes "Yes": Continued use for projects that require Surveying Services. Availability of Surveying Services through continuing contract, therefore, not requiring solicitation for each project.

If the Board votes "No": Restrict the use of Surveying Services for all projects. Surveying Services will require solicitation for each project. – District-wide.

Background/History
The RFQ was issued on September 6, 2023. Qualification Statements were received on October 11, 2023. The Qualification, Selection, and Evaluation Committee meeting was held on October 19, 2023, with the top five (5) highest-ranked firms being recommended to be awarded. The pool of qualified vendors will provide open-ended, Surveying Services on an as-needed basis to meet both scheduled and unscheduled project needs.

Alignment to 2027 Goals and Guardrails
Business Operations

Measurable Outcome(s)/Return on Investment
N/A

Procurement Method
This contract was competitively solicited in accordance with Purchasing Policy 3320, Part II, Rule D, and Florida Administrative Code 6A-1.012(7).
A copy of the RFQ documents is available online at:
http://www.broward.k12.fl.us/supply/agenda/RFQ-FY24-038_ContinuingContractforSurveyingServices.pdf

Financial Impact
The spending authority requested is $150,000, funded by the SMART Program and District Educational Facilities Plan projects and PPO/EH&S/FACILITIES budgets.

ACTION	DATE	TERM (months)	AMOUNT
Original spending authority request	01-23-2024	36	$150,000
Total Contract Amount		**36**	**$150,000**

The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

PROCUREMENT & WAREHOUSING SERVICES

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):	FY24-038	**Preparation Date:**	December 12, 2023
Previous Bid # (Ex: 10-004R):	17-113C	**Buyer/PA:**	Alex Jurado
New Bid Award Total:	$150,000	**Bid Title:**	CONTINUING CONTRACTS - PROFESSIONAL SERVICES SURVEYING
Previous Award Total:	$12,000,000		
Bid Type:	New Bid		
Previous Bid Term (Start Date):	8/7/2018	**New Bid Term (In Months):**	36
Previous Bid Term (End Date):	8/6/2023	**# of Months Into Bid:**	64

SPEND REPORTING	
Purchase Order(s) Spend:	$138,676
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$138,676**
Average Monthly Expenditure:	$2,167
Unused Authorized Spending:	**$11,861,324**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
103369 MILLER LEGG AND ASSOCIATES INC		$ 120,506
138424 KCI TECHNOLOGIES INC		$ 18,170
0		
0		
0		
0		
0		
0		
0		
0		
0		
0		
0		
0		
0		
0		
0		
0		
	PO VENDOR SPEND:	**$ 138,676**
	P-CARD SPEND:	**$ -**
	TOTAL SPEND:	**$ 138,676**

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	240009630	**Name** (First & Last)	Shelley N. Meloni
Fund	3000	**Title**	Executive Director
Functional Area	7400000000000000	**Department/School Name**	Office of Capital Programs
Commitment Item	56810000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**12/11/2023**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

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

THIS AGREEMENT, made this, 23rd day of January in the year 2024, by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA** (hereinafter called the "**Owner,**" "**SBBC**" and/or "**Board**"), and:

CONEMCO ENGINEERING INC DBA CONEMCO CONSULTANTS

Hereinafter, "**Consultant**," for various projects. It is agreed that this Agreement is an "Open End" Agreement in that the Owner will from time to time during the term of this Agreement require services from the Consultant on various different projects with estimated construction costs that do not exceed the limit set forth in Section 287.055(2)(g), Florida Statutes as amended from time to time. Rather than enter into separate agreements each time that is required, the Owner and Consultant shall enter into this Agreement. The terms and conditions of this Agreement shall govern each of the individual projects that the Consultant is hired to provide services for. Attached as **Attachment 1** to this Agreement is a general "Scope of Work for Surveying Services," which has been negotiated and agreed upon by all parties. The Owner will assign increments of Work to the Consultant via an Authorization to Proceed ("ATP"), Attachment 4, which will be completed for each project or service to which the Consultant is assigned. Each ATP, which includes forms for the Professional Services required, Project Schedule and Professional Fee, shall be completed by the Owner and Consultant evidencing the services, fees, time, etc. for that particular project and confirming that the terms and conditions of this Agreement apply. Each project assigned to the Consultant will be identified by the Owner's assigned project numbers. For each project, some or all of these Services will be part of the Scope of Work for that particular project. In addition, other services may be required.

The term of this Open-End Agreement commences on the date of this Agreement as set forth above. Unless extended pursuant to the terms of the Agreement, no new projects may be assigned under this Open-End Agreement upon expiration of the initial Three (3) year term of the Agreement. The total dollar amount for all fees to be paid to the Consultant for all projects pursuant to this Agreement may not exceed One hundred Thousand ($100,000) Dollars during the initial three (3) year term of the Agreement. The Agreement may be extended by two (2) additional, one-year periods with a limit increase of One Hundred Thousand ($100,000) Dollars per year of extension. The Owner and Consultant agree as follows:

(Remainder of page intentionally left blank)

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS
ARTICLE 2 CONSULTANT SERVICES AND RESPONSIBILITIES
ARTICLE 3 SUB-CONSULTANTS
ARTICLE 4 THE OWNER'S RESPONSIBILITIES
ARTICLE 5 BASIS OF COMPENSATION
ARTICLE 6 PAYMENTS TO THE CONSULTANT
ARTICLE 7 INDEMNIFICATION CLAUSE
ARTICLE 8 INSURANCE
ARTICLE 9 GENERAL PROVISIONS
ARTICLE 10 INCORPORATION OF DOCUMENTS INTO AGREEMENT

ATTACHMENTS C:

Attachment 1: Scope of Work
Attachment 2: Consultant's Invoice Form, Design Professional Reimbursement Form (Individual project invoices required)
Attachment 3: Electronic Media Submittal Requirements
Attachment 4: Authorization to Proceed (ATP) Form (one per project)
Professional Services Required – page 1 of 3 (one per project)
Project Schedule – page 2 of 3 (one per project)
Professional Fee – page 3 of 3 (one per project)
Attachment 5: List of Project Team Members (one per project)
Attachment 6: Document 00455 – Background Screening
Attachment 7: IRS Form W-9
Attachment 8: Truth in Negotiations Certificate
Attachment 9: ACH Payment Agreement Form
Attachment 10: Conflict of Interest Form
Attachment 11: Staff Rate Breakdown for Design Professional Services
Attachment 12: FEMA Requirements
Attachment 13: E-Builder Requirements

(Remainder of page intentionally left blank)

ARTICLE 1 – DEFINITIONS

1.1 **The Office of Facilities & Construction ("Office" or "OFC"):** The Owner's organizational entity which acts as liaison between the Consultant and Owner and provides day to day management and other professional services on the Owner's behalf. Various members of the Office of Facilities and Construction, acting as representatives of the Owner, will meet with the Consultant at periodic intervals throughout the preparation of the Contract Documents to assess the progress of the Work in accordance with approved schedules. Office personnel will also examine documents submitted by the Consultant, including invoices, and will promptly render decisions and/or recommendations pertaining thereto to avoid unreasonable delay in the progress of the Consultant's work. The Project Manager shall be principally responsible for direct communication to the Consultant and the Contractor.

1.2 **The Chief Facilities & Construction Officer, Office of Facilities & Construction:** An employee of The School Board of Broward County, Florida, who has the authority and responsibility for oversight and management of all projects for the Owner. Referred to hereinafter as the Chief Facilities & Construction Officer or Chief Facilities Officer.

1.3 **Authorization to Proceed (ATP):** A document in the form of Attachment 4 to this Agreement, accompanied by a fully executed Purchase Order, issued by the Owner to the Consultant, authorizing the performance of specific professional services and commencement of a Phase as defined in Article 2.1 through Article 2.8, and stating the time for completion and the amount of fee authorized for such services.

1.4 **Basic Services:** Those services defined in Attachment 1.

1.5 **Other Basic Services:** Those services defined in Attachment 1.

1.6 **Supplemental Services:** Those services defined in Attachment 1.

1.7 **Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered and licensed professionals who has entered into a contract with the Owner to provide professional Surveying services pursuant to the terms of this Agreement.

1.8 **Project Scope:** The activities necessary to respond to the Owner's requirements for the various projects, refer to Attachment 1.

1.9 **Project Budget:** The sum, established by the Owner, as available for the entire Project, including but not limited to the construction budget (Fixed Limit of Construction Cost ("FLCC")), land costs, costs of furniture, fixtures and equipment (FF&E), financing costs, compensation for all professional services, costs of Owner-furnished goods and services, contingency allowances and other similar established or estimated costs.

1.10 **Project Schedule:** The Owner's requirements for the progress of activities associated with the Project identified by milestones and required completion dates for Consultant services defined by this Agreement.

1.11 **The Contract Documents:** The Contract Documents as used herein refer to the Agreement

Form, Exhibits, Attachments, Educational Specifications, including any and all modifications thereto, issued before and after execution of the Contract and all Exhibits, attached thereto used by the Owner to establish a construction contract with the Contractor. These Contract Documents, and their requirements for the Consultant are incorporated by reference into this Agreement. Refer to Article 10 for the provisions of the RFQ incorporated into the Agreement.

1.12 **Contractor:** The individual, partnership, corporation, association, joint venture, or any combination thereof, who has entered into a contract with the Owner for construction of schools, administrative and support buildings, or various other types of facilities and incidents thereto.

1.13 **Program Manager:** AECOM The entity retained by the School Board of Broward County, Florida, to oversee the execution and delivery of the projects, and act as the Owner's Representative.

1.14 **Project Manager:** An employee of the District or Program Manager to manage the Project as a direct representative of the Owner.

1.15 **The Project:** The construction, alteration or repair, and all services and incidents thereto, comprising a facility as contemplated and budgeted by the Owner.

1.16 **Sub-Consultant:** A person or organization of properly registered and licensed professionals who have entered an agreement with the Consultant to provide professional Surveying services for the Project.

1.17 **Superintendent of Schools:** The duly appointed executive officer of the Owner authorized to act by and through the Owner, referred to hereinafter as the **Superintendent**.

1.18 **Fixed Limit of Construction Cost (FLCC):** The total dollar value of all costs to construct each project.

1.19 **Building Code Inspector (BCI):** A licensed employee or designee of The School Board of Broward County, Florida, who provides plan review and construction inspection for code compliance, and report non-compliant work to the Project Manager and Project Consultant.

1.20 **Value Engineering:** Value Engineering (VE) is the creative, organized process of analysis of a project as to cost and/or performance with a focus on analysis of the proposed facility (and its systems, assemblies, or components) and the elimination or modification of those features which add cost without contributing to that facility's required function or design value.

1.21 **Constructability:** Constructability is the creative, organized process of reviewing a project's drawings, specifications, and other project documentation with a goal of eliminating design, detailing, and specification problems which might render the construction contract documents unbuildable or requiring extensive Addenda or Change Orders to make them buildable.

1.22 **The Project Team:** The Owner, Program Manager, and the Consultant who work jointly

during the design, construction, and warranty phases.

1.23 **Substantial Completion:** The term Substantial Completion as used herein, shall mean that point at which all work associated with the Project, or contractually defined phase or portion of the Project, has received a fully executed Certificate of Occupancy (OEF 110B Form) or Certificate of Completion, whichever is applicable.

1.24 **Chief Building Official, Inspections and Code Compliance (CBO):** The officer or other designated authority charged with the administration and enforcement of all applicable codes, or a duly authorized representative.

1.25 **Design Criteria:** Owner design requirements for all architectural and engineering disciplines.

1.26 **Negotiated Unit Prices:** unit prices for professional services to be utilized during various phases of each project under this Agreement. The Consultant's proposal shall serve as the basis for Negotiated Unit Prices. Refer to Articles 5 and 6 for terms of compensation and payment.

ARTICLE 2 – CONSULTANT SERVICES AND RESPONSIBILITIES

2.1 **Consulting Services:** The Consulting Services are those set forth in the Professional Services Required form attached as Attachment 1 hereto and incorporated by reference. It should be noted that the Consulting Services may be some or all of those services listed on Attachment "1" to this Agreement, or other services designated by Owner.

2.2 **Standard of Care and Representations:**

2.2.1 Standard of Care: The Owner's engagement of the Consultant is based upon the Consultant's representations to the Owner that: (A) it is an organization of experienced professionals, authorized and licensed to do business in Florida; (B) the person responsible for performance pursuant to this Agreement is currently a registered Professional Architect or Engineer in the State of Florida; (C) it is qualified, willing and able to perform services for the Project; and that (D) it has the past experience and ability to provide services which will meet the Owner's objectives and requirements.

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

2.2.3 Any defective or deficient work furnished by the Consultant shall be promptly corrected by the Consultant at no cost to Owner, without limitations to other remedies or rights of Owner. Owner's approval, acceptance, or use of or payment for all or any part of Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations

or Owner's rights hereunder. The Consultant shall utilize the same personnel over the course of the Work and shall, if requested by the Owner, replace personnel whom the Owner has found to be incompetent or to whom the Owner otherwise reasonably objects.

2.2.4 All services provided by the Consultant shall: (A) be in accordance with all applicable codes, including but not limited to, Florida State Board of Education Regulations, Chapter 6A-2.010 (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities)("SREF"), the Florida Building Code ("FBC"), the Florida Fire Protection Code, the Americans With Disabilities Act (ADA), in effect at the time of execution of this Agreement, and its referenced codes and standards; Crime Prevention Through Environmental Design (CPTED) (Broward Sheriff's Office), and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes); (B) be provided for the benefit of the Owner and not for the benefit of any other party; and (C) include all Consultant services normally required for a project of this type as listed in the Scope of Work (Attachment 1 to this Agreement).

2.2.5 **Approval of Documents**: Owner's approval of or comments on any of the documents submitted to Owner by Consultant shall not be deemed the approval of or by another governmental authority having jurisdiction over the project and Consultant acknowledges that the aforesaid authorities may require modifications of any of the documents submitted by Consultant. Subject to Article 2, such modifications shall be made at no cost to Owner.

ARTICLE 3 – SUB-CONSULTANTS

3.1 **Sub-Consultants' Relations:**

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

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

3.2 **Proposed Sub-Consultants:**

3.2.1 The Consultant proposes to utilize the Sub-Consultants identified in Attachment 5 (List of Project Team Members)

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

3.2.3 The Consultant shall, not later than ten (10) days after the date of this Agreement, submit a list of contact information for Sub-Consultants which includes contact names, firm addresses, telephone and fax numbers and email addresses. Any future changes to Sub-Consultants must also be submitted no later than ten (10) days after the date the change was made.

ARTICLE 4 – THE OWNER'S RESPONSIBILITIES

4.1 **Information, Documents and Services:** The Owner shall consult with the Consultant and provide such information regarding requirements for the Project as are reasonably necessary for Consultant to perform its services.

4.2 **Owner Furnished Items:** When documents, services, or other materials furnished by the Owner for the Consultant's use are deemed by the Consultant as inappropriate, inaccurate, or otherwise unreasonable, the Consultant shall notify the Owner of its opinion immediately upon discovery of same. Owner will notify Consultant upon delivery of any inaccurate data provided to the Consultant. Failure of the Consultant to notify the Owner shall result in the Consultant being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, delays or other compensation related to the use of those Owner furnished materials.

4.3 **Project Management:**
The Director of Preconstruction: The Director of Preconstruction or designee shall act on behalf of the Owner in all matters pertaining to this Agreement and shall approve all Authorizations to Proceed to the Consultant and all invoices for payment to the Consultant.

ARTICLE 5 – BASIS OF COMPENSATION

5.1 **Professional Basic Service Fees ("Fee"):**

5.1.1 The Owner agrees to pay the Consultant, and the Consultant agrees to accept for services rendered pursuant to this Agreement, based upon a Cost Plus with a Guaranteed Maximum based on a Multiple of Direct Personnel Expenses as set forth in Attachment 11 based on the fee schedule as set forth in Attachment 4 attached hereto and incorporated by reference. If Owner and Consultant cannot mutually agree to a Cost Plus with a Guaranteed Maximum based on Direct Personnel Expense, the Owner may secure services from an independent source or from the Owner's resources.

5.2 Supplemental Fee:

5.2.1 The Fee listed above is based on the scope of services for a project of this scope, size, and complexity.

5.2.2 If the Owner authorizes an increase or decrease in the scope, size or complexity of the Project, the Fee will be adjusted as mutually agreed upon, in writing, by Owner and Consultant.

5.2.3 The Consultant may be authorized to perform Supplemental Services. The fee for such services will be based upon a Cost Plus with a Guaranteed Maximum based on a Multiple of Direct Personnel Expenses. Where a mutually agreeable Cost Plus with a Guaranteed Maximum based on Direct Personnel Expense cannot be arrived at, the Owner may secure services from an independent source or from the Owner's resources. The Consultant shall provide any information and/or copies of project documentation necessary to facilitate the provision of said supplemental services by others.

5.3 Multiple of Direct Salary Expense:

5.3.1 Where this Agreement or Attachments 4 hereto indicates a fee computed on the basis of a Multiple of Direct Salary Expense, such fee shall be based on a negotiated multiple of the Direct Personnel Expense as set forth in Attachment 11.

5.3.2 Should overtime work be necessary for work compensated by this fee method, the Consultant's authorization and compensation for such work shall be approved by the Chief Facilities & Construction Officer or his designee, in writing, and stated in Attachment 4 or other documents executed by Owner and Consultant.

5.4 **Direct Personnel Expense:** Direct Personnel Expense is defined as the salary rate, as determined from salaries reported to the Director of Internal Revenue, of the personnel engaged directly on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

5.5 Reimbursable Fees:

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

5.5.2 Authorized travel outside the areas of Dade, Broward and Palm Beach Counties, lodging and meals in connection with the Project (subject to the limitations imposed by Chapter 112.061, Florida Statutes); long distance communications (except for long distance charges for calls placed to others living outside the Consultant's local calling area), and fees paid for securing approval of authorities having jurisdiction over the work, reproductions, postage and handling of Drawings, Specifications and other documents, and, if authorized

in advance by the Owner, expense of overtime work requiring higher than regular rates.

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

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

ARTICLE 6 – PAYMENTS TO THE CONSULTANT

6.1 Payment for Basic Services and Supplemental Services:

6.1.1 Payments for Basic and Supplemental Services may be requested monthly (on the Owner's standard invoice format) in proportion to services performed during each portion of the work or other basis as set forth in the Schedules attached hereto and conforming to the attached Consultant's proposal for Attachment 1 – "Scope of Work". Owner in its sole discretion shall determine if the payment requested is in accordance with the proportion of the work performed.

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

Unit prices and hourly rates shall be administered in accordance with Attachment "11" as attached hereto. Actual hours shall be rounded off to the nearest fifteen (15) minute intervals.

Charges shown on Attachment "11" are for time of engineering technicians' portal to portal, spent in sampling, conducting field or laboratory tests or inspections, and tests not otherwise charged on unit price basis. Overtime, at the Owner's request, is for work before 7:00 AM and after 5:00 PM, over eight (8) hours per regular day, forty (40) hours per week, Saturday, Sunday and Holidays.

In the event the testing technician, through no fault of the technician or of the Consultant, is unable to conduct a test within thirty (30) minutes after the time scheduled for the test or within thirty (30) minutes of the technician's arrival on-site ready to conduct the test, whichever is later, the appropriate hourly technician rate from Attachment "11" shall apply to any excess time spent by the technician beyond the normally expectable amount of time for conducting such a test plus thirty (30) minutes. These charges shall be verified and documented between the Consultant and the Owner at the time of occurrence. This charge shall apply to concrete, soils, and any other test which is based on the unit prices described in Attachment "11".

6.1.2 No payments shall be due to Consultant unless and until all materials, forms and documents required by Owner have been provided by Consultant and its Sub-Consultant to Owner or others who are to receive same. The Owner retains the right to withhold payment from the Consultant for non-performance of the Consultant during any phase or portion of the Project.

6.1.3 The Consultant shall submit invoices in the Owner's required invoice format (Attachment 2) as provided.

6.1.4 All submitted invoices shall have copies of referenced Scope of Work and the Authorization to Proceed (ATP) attached.

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

6.1.6 The Consultant shall submit a monthly S/M/WBE Monthly Subcontractor Utilization Report with the monthly request for payment, on forms provided by the Owner.

6.2 Payment for Reimbursables:

6.2.1 Payment for Reimbursables may be requested monthly (on the Owner's standard invoice format, Attachment 2) based on actual costs.

6.2.2 Payments are due and payable within thirty (30) days from receipt of the Consultant's invoice.

6.3 Project Suspension:

6.3.1 If the Project is suspended for the convenience of the Owner for more than three (3) months or terminated in whole or in part during any Phase, the Consultant shall be paid for services authorized by an Authorization to Proceed which were performed prior to such suspension or termination, together with the cost of Reimbursable Services and expenses then due.

ARTICLE 7 - INDEMNIFICATION CLAUSE

7.1 Indemnification:

7.1.1 To the fullest extent permitted by law, the Project Consultant shall indemnify, and hold harmless the owner, its members, officers, employees and agents (hereinafter collectively "Related Parties") from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of this contract.

7.1.2 In any and all claims against the Owner by any employee of the Consultant, or anyone for whose acts the Consultant may be liable, the obligations for Consultant to indemnify Owner under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant under workman's compensation acts, disability acts, or other employee benefit acts.

7.1.3 In the event that any claims are brought, or actions filed against the Owner with respect to the indemnity contained herein, the Consultant agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. The Consultant agrees that the Owner may select the attorneys to appear and defend such claims or actions on behalf of the Owner. The Consultant further agrees to pay, at the sole expense of the Consultant, the attorney's fees and costs incurred by those attorneys selected by the Owner to appear and defend such claims or actions on behalf of the Owner. However, if the claims or actions are covered by insurance and such coverage is acknowledged by the insurance company in writing to the Owner, then, in that case, the insurance company shall choose counsel, direct the defense and be the judge of the acceptability of any compromise or settlement of any such claims or actions against the Owner which are within the insurance policy limits and are paid by the insurance company solely. Otherwise, if the claims or actions are not covered by insurance, then, at its sole option the Owner shall have the sole authority for the direction of the defense and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions asserted against the Owner.

ARTICLE 8 – INSURANCE

8.1 General Insurance Requirements:

8.1.1 The Consultant shall not start work under this Agreement until the Consultant has obtained all insurance required hereunder and such insurance has been approved by the Owner.

8.1.2 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this Agreement shall have an "A" rating, or better, and a financial rating of no less than VI in the current A.M. Best Manual OR hold a Moody's Investors Service Financial Strength of "Aa3" or better.

8.1.3 All insurance policies required under this Agreement shall be endorsed to be primary of all other valid and collectable coverages maintained by the Owner. The Owner shall be named as an additional insured under the General Liability policy, including Products Liability, shall include the Owner's Project number and full Project title (including applicable facility name) on the Certificate.

8.1.4 The Consultant shall furnish certificates of insurance to the Owner for review and approval at the time of execution of this Agreement and shall maintain same at all times during the term of this Agreement.

8.1.5 The Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO), unless approved by Owner and shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the Consultant. No material change or cancellation of the insurance shall be effective without a 30-day prior written notice to and approval by the Owner. All Certificates shall list the Owner's project number and full project title (including applicable facility name).

8.2 Insurance Required:

8.2.1 **Automobile Liability Insurance:** The Consultant shall maintain Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in amounts not less than $1,000,000 per occurrence for bodily injury and property damage combined single limit and shall not be less than the standard ISO Business Auto Policy CA 00 01.

8.2.2 **Professional Liability (Errors and Omissions)**: The Consultant shall procure Professional Liability Insurance in the manner described herein. The deductible shall not be more than Fifty Thousand ($50,000) Dollars for each policy and must be indicated on the certificate of insurance. The limits of the Professional Liability Insurance Policy shall be as follows:

8.2.2.1 Not used.

8.2.2.2 Projects require a practice policy with a per claim/annual aggregate in accordance with the specifications delineated below relative to the cumulative construction value of all projects:

.1 One Million ($1,000,000) Dollars on a per claim/One Million ($1,000,000) Dollars annual aggregate basis for Consultants whose cumulative construction value for all Board contracts is less than Five Million ($5,000,000) Dollars.

.2 One Million ($1,000,000) Dollars on a per claim/Three Million ($3,000,000) Dollars annual aggregate basis for Consultants whose cumulative construction value for all Board contracts is between Five Million One ($5,000,001) Dollars to Ten Million ($10,000,000) Dollars.

.3 One Million ($1,000,000) Dollars on a per claim/Five Million ($5,000,000) Dollars annual aggregate basis for Consultants whose cumulative construction value for all Board contracts is greater than Ten Million One ($10,000,001) Dollars.

The Consultant shall be required to maintain the practice policy in accordance with the above specifications for a period commencing with execution of this contract and terminating three years after final completion of said projects. Should additional projects or change orders be added that increase the cumulative construction value to another tier shown above, the Consultant will be required to show proof of coverage at the higher limit / aggregate. In addition, the Consultant shall provide information regarding the total claims against said practice policy on an annual basis for the term of the contract upon and terminating three years after final completion of the project (Claims/Loss history should be forwarded to the Risk Management Department), as The School Board of Broward County, Florida, deems appropriate.

The Professional Liability insurance must provide for all sums which the Consultant shall be legally obligated to pay as damages for claims arising out of or relating to the negligent services performed by the Consultant or any person employed or acting on the Consultant's behalf (including, but not limited to, Sub-Consultants) in connection with this Agreement. If the Owner, at its sole discretion, agrees that such coverage is not commercially reasonably available, the Owner may, at its discretion, authorize the Consultant to alter the coverage by substituting a lower aggregate or changing any other terms and conditions of the coverage (including but not limited to deductible amounts) based upon the scope of the project.

8.2.3 **Worker's Compensation Insurance:** The Consultant shall maintain Worker's Compensation Insurance in compliance with Chapter 440 of the Florida Statutes. The firm shall maintain Workers' Compensation Insurance for all of its employees connected with the provided services as described in this Agreement in accordance with Florida Statutory limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand ($500,000) Dollars per occurrence.

8.2.4 **General Liability Insurance:** The Consultant shall maintain General Liability Insurance, including Contractual Liability to cover the "Hold Harmless Agreement" set forth herein, with bodily injury limits of not less than One Million ($1,000,000) Dollars per occurrence combined single limit for bodily injury and property damage and not less than the Two Million ($2,000,000) General Aggregate such coverage shall apply separately to each project. The School Board of Broward County, Florida, its members, officers, employees, and agents shall be named as an additional insured under the General Liability policy.

ARTICLE 9 – GENERAL PROVISIONS

9.1 **Performance:**

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

9.1.2 **Task Orders:** The Owner will assign increments of Work to the Consultant via an Authorization to Proceed ("ATP") (Attachment 4) which will be completed for each project or service to which the Consultant is assigned. Each ATP, which includes forms for the Professional Services required, Project Schedule and Professional Fee, shall be completed by the Owner and Consultant evidencing the services, fees, time, etc. for that particular project and confirming that the terms and conditions of this Agreement apply. Each project assigned to the Consultant will be identified by the Owner's assigned project numbers.

9.1.3 **Time for Performance:** The Consultant agrees to start all work hereunder upon receipt of an Authorization to Proceed issued by the Chief Facilities and Construction Officer or his designee and to complete all work within the time stipulated in the Authorization to Proceed (Attachment 4 to this Agreement ("ATP")). The Consultant acknowledges that failure to perform timely may cause the Owner to sustain loss and damages and will be responsible for same. The Consultant agrees that Owner is entitled to recover no less than One Hundred Dollars ($100) per consecutive calendar day of unexcused delay caused by the Consultant's failure to comply with the times set forth in the fully executed ATP. Owner shall have the right to deduct such amounts from payments due and owing to the Consultant.

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

a result of or relating to delays on the Project. Time is of the essence with regard to the performance of this contract.

9.1.5 **Excess Funds:** Any party receiving funds paid by the School Board of Broward County, Florida under this Agreement agrees to promptly notify the School Board of Broward County, Florida of any funds erroneously received from the School Board of Broward County, Florida of upon the discovery of such erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, as amended, applicable at the time the erroneous payment or overpayment was made by the School Board of Broward County, Florida. The erroneous payment and/or overpayment will be promptly transmitted and returned to the School Board of Broward County, Florida with the maximum applicable interest permitted by Florida law.

9.2 **Termination of Agreement:**

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

9.2.2 The Consultant may only terminate this Agreement for a material breach of the Agreement by Owner, and only after Consultant has given the Owner ten (10) days written notice and opportunity to cure such breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, the Consultant is obligated to continue performance in accordance with the terms of this Agreement, unless instructed by the Owner to suspend or delay performance.

9.2.3 Owner may terminate this Agreement for cause, which shall include, but not be limited to, failure of Consultant to comply with any of its material obligations under this Agreement; a decrease in the projected, available Capital Outlay funds which renders continuation of the design or construction of the Project impossible or impractical; or conditions which arise that constitute Force Majeure under Article 9.2.6 of this Agreement. In such event, Consultant shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Consultant's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating this Agreement for cause, then it shall be deemed to be a termination for convenience pursuant to Article 9.2.1 above, and the Consultant's sole compensation shall be compensation in accordance with that paragraph. Whether or not this Agreement is so terminated, the Consultant shall be liable to Owner for any damage or loss resulting from such failure or violation by Consultant. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

9.2.4 **Annulment:** The Consultant warrants that no one has been employed or retained other than an employee working solely for the Consultant, to solicit or secure this Agreement; and that the Consultant has not paid, nor agreed to pay, any company or other person any fee, commission, gift, or other consideration contingent upon the making of this Agreement. For

breach or violation of this warranty, the Owner has the right to annul this Agreement without liability.

9.2.5 **Fixed Fees Exceeding $50,000:** For all Fixed Fees or other "lump-sum" fees for professional service Agreements over Fifty Thousand ($50,000) Dollars the Consultant shall execute a truth-in-negotiations certificate as in accordance with 287.055 and all required language set forth therein. Requirements of Florida Statute 287.055 (2004), as amended, are incorporated herein by reference.

9.2.6 **Force Majeure:** The Owner's or Consultant's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

9.2.7 **Termination of Scrutinized Companies or False Certification**: SBBC reserves the right to terminate this Agreement in accordance with Section 287.135(5), Florida Statues, if the other party is placed on the List of Scrutinized Companies that Boycott Israel or is engaged in a boycott of Israel; is on the List of Scrutinized Companies with Activities in Sudan; is on the List of Scrutinized Companies with Activities in the Iran Petroleum Energy Sector;

or has engaged in business operations in Cuba or Syria. SBBC also reserves the right to terminate this Agreement pursuant to Section 287.135(5), Florida Statues, if the other party is found to have submitted a false certification.

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

9.3.1 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Owner to Consultant pursuant to this Agreement. All costs which the consultant is unable to provide support or documentation to substantiate that it was incurred as represented by the original estimated breakdown of costs or found to be not in compliance with the provisions of this contract, shall be reimbursed to the Owner.

9.3.2 Owner's agent or its authorized representative shall have access to the Consultant's

facilities, shall have access to all necessary records, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

9.3.3 Consultant shall require all Sub-Consultants to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Consultant pursuant to this Agreement.

9.3.4 If an audit inspection or examination in accordance with this article discloses overcharges (of any nature) by the Consultant to the Owner in excess of $25,000, the actual cost of the Owner's audit shall be paid by the Consultant.

9.3.5 **Public Records:** The following provisions are required by Section 119.0701, Florida Statues, and may not be amended. Consultant shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Consultant shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Consultant does not transfer the public records to SBBC. Upon completion of the Agreement, Consultant shall transfer, at no cost, to SBBC all public records in possession of Consultant or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Consultant transfer all public records to SBBC upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(Continued on following page)

Custodian of Public Records
Requel Bell
600 SE 3 Avenue
Fort Lauderdale, FL 33312
754-321-1925
Requel.bell@browardschools.com

9.4 **Ownership of documents:**

9.4.1 The documents developed under this Agreement shall become and be the sole property of the Owner whether the Project for which they were developed is executed or not. The Consultant may maintain copies thereof for its records and for its future professional endeavors, although the Owner shall bear no liability or any responsibility whatsoever for such use of said documents by the Consultant.

9.4.2 In the event of the Consultant's termination under other provisions of this Agreement, the Owner shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

9.4.3 In the event Owner requests any such documents or materials referred to in this Article and Consultant fails to provide same as requested by Owner, then Consultant acknowledges that Owner will be irreparably harmed and subject to an injunction to provide same.

9.4.4 The Owner will not modify or distribute the documents, including electronic media versions, to third parties except for those purposes listed above without the expressed permission and consent of the Consultant. The Owner will delete any title blocks or other marks identifying the originating Consultant from any materials so distributed. The Owner will indemnify the Consultant against any claims that result from the modification of data and disks by the Owner.

9.5 **Electronic Media:** Where this Agreement or referenced provisions in the Contract require the Consultant to provide information or documents in either electronic or magnetic media, the preparation and format of that media shall conform to the Owner's "Electronic Media Submittal Requirements" which are incorporated as Attachment 3 to this Agreement for Open End Services.

9.6 Attachments and References:

9.6.1 The following named attachments are made an integral part of this Agreement:
Sample Professional Services Agreement (With Attachments).
Attachment 1: Scope of Work
Attachment 2: Consultant's Invoice Form, Design Professionals Reimbursable Form
Attachment 3: Electronic Media Submittal Requirements
Attachment 4: Authorization to Proceed (ATP) Form (one per project)
Professional Services Required page 1 of 3 (one per project)
Project Schedule-page 2 of 3 (one per project)
Professional fee- page 3 of 3 (one per project)
Attachment 5: List of Project Team Members (one per project)
Attachment 6: Document 00455 – Background Screening
Attachment 7: IRS Form W-9
Attachment 8: Truth In Negotiations Certificate
Attachment 9: ACH Payment Agreement Form
Attachment10 Conflict of Interest Form
Attachment11: Staff Rate Breakdown
Attachment12: FEMA Requirements
Attachment13: E -Builder Requirements

Online Documents: The following documents shall be downloaded by the Consultant and are considered as Attachments to this Contract:

Design Standards
http://www.broward.k12.fl.us/facilities_construction/DSS/DS_Docs/DesignStandards.htm

- Design Criteria
- Design and Material Standards - Division 1 thru Division 17
- Document Submittal Checklist for Plan Review

http://www.broward.k12.fl.us/constructioncontracts/D0docs.html

- Specifications – Division 0

State Requirements for Educational Facilities (SREF) latest edition

http://www.fldoe.org/edfacil/sref.asp

- F.I.S.H. layering system for AutoCAD: Note: the laying system is not posted online. It will need to be requested thru:

Facility Planning and Real Estate
600 SE 3rd Avenue
Fort Lauderdale, FL 33312
754-321-1932

9.7 **Extent of Agreement:**

9.7.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, written or oral.

9.7.2 This Agreement may not be amended, changed, modified, or otherwise altered after the execution hereof, except by resolution of Owner and an Agreement executed by Owner and Consultant.

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

9.7.4 This Agreement shall be governed by the laws of the State of Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

9.8 **Strict Performance:** The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

9.9 **Prompt and Satisfactory Correction:** The Owner, at its sole discretion, may direct the Consultant, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation or ordinance.

9.10 **Successors and Assigns:**

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

9.10.2 The Consultant and the Owner each binds one another, their partners, successors, legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

9.11 **Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion:**

9.11.1 **Lower Tier Covered Transactions:** Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in ß 85.200, Debarment or Suspension, ß 85.201, Treatment of Title IV HEA participation, and ß85.215, Exception provision, debarment, or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services,

regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a primary covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the following certification for it and its principals in any proposal submitted in connection with such lower tier covered transactions.

9.11.2 Certification and Disclosure

1. The lower tier participant (Consultant) certifies, by entering this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the lower tier participant (Consultant) is unable to certify to any of the statements in this certification, such participant shall provide an explanation to the Owner.

3. The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the Owner shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the fees due and owing to the Consultant, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. (Ch. 287.055, F.S.)

9.12 Non-Discrimination, EEO, and ADAAA

9.12.1 **Non-Discrimination** – The School Board of Broward County, Florida prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.

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

9.12.3 **Americans with Disabilities Act Amendments Act of 2008** - Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of

2008, (ADAAA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

9.13 **Captions** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

9.14 **Authority Provision:** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all.

9.15 **Notice Provision** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for giving notice.

To SBBC:

Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to:

Office of the Chief Facilities Officer
600 SE 3 Avenue
Fort Lauderdale, FL 33312
Attn: Deborah G. Czubkowski
Chief Facilities Officer

With a Copy to:

Office of Procurement & Warehousing Services
7720 W Oakland Park Boulevard, Suite 323
Sunrise, FL 33351
Attn: Mary Coker
Director of Procurement & Warehousing Services

With a Copy to:

Office of Facilities and Construction
2301 NW 26th St
Fort Lauderdale, FL 33311
Attn: Sonja Coley
Director, Pre-Construction

And

AECOM, Inc., Owners Representative
2301 NW 26th St
Fort Lauderdale, FL 33311
Attn: Kathleen Langan
Program Director

9.16 **Excess Funds.** Any party receiving funds paid by The School Board of Broward County, Florida (SBBC) under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

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

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

ARTICLE 10 INCORPORATION OF RFQ INTO AGREEMENT

10.1 In addition to those Attachments and References identified and made part of this Agreement in Article 9.6.1, the provisions of **RFQ No. FY24-038 - Surveying Services** (the "RFQ") are hereby incorporated into this Agreement. In the event of conflict between the provisions contained in this Agreement and the RFQ, the more stringent provision shall prevail. If this Agreement is silent on an issue that is contained with the RFQ, the provisions of the RFQ shall be followed.

(Remainder of page intentionally left blank)

To Consultant: Conemco Engineering, Inc. DBA Conemco Consultants
1840 NW 21st
Pompano, FL 33069
Attn: Jose A. Compress
President

(Remainder of page intentionally left blank)

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

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Lori Alhadeff, Chair

ATTEST:

_____
Dr. Peter B. Licata,
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

(Remainder of page intentionally left blank)

FOR PROJECT CONSULTANT

(Corporate Seal)

CONEMCO ENGINEERING, INC. DBA
CONEMCO CONSULTANTS

ATTEST:

By _____
[Print Name], [illegible]

_____
, Secretary

-or-

_____
Witness

_____
Witness

STATE OF Florida)
)
COUNTY OF Miami)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 06 day of 12, 2023, by Jose Comp[illegible] **[PRINT NAME OF SIGNOR ABOVE]** of **[PRINT FULL NAME OF FIRM]** on behalf of the corporation or agency.

He/she is personally known to me or produced as Identification and did/did not first take an oath.

My commission expires:
09/23/24

_____
Signature, Notary Public

Annabel Rodriguez
Printed Name of Notary

HH 45663
Notary's Commission No.

(SEAL)

NOTARY PUBLIC STATE OF FLORIDA
ANNABEL J. RODRIGUEZ
MY COMMISSION # HH 45663
EXPIRES: September 23, 2024
Bonded Thru Notary Public Underwriters

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME this 06 day of December, 2023, appeared _____, and,

Jose A. Comples personally known to me to be the persons described in and who executed

the foregoing contract and acknowledge that he executed the same as his free act and deed for the purposes therein

expressed.

WITNESS my hand and official seal in the County and State last official this 06 day of

December, 2023

Notary Public State of Florida

My Commission Expires:

09/23/24

ANNABEL J. RODRIGUEZ
MY COMMISSION # HH 45663
EXPIRES: September 23, 2024
Bonded Thru Notary Public Underwriters

PROJECT SCOPE

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

Professionals Invoice Format

The School Board of Broward County, Florida requires submittal of the Design Professional's invoice on the district's standard invoice forms attached to a transmittal form or letter on the Design Professional's company letterhead. Include the information and attachments described below:

1. Letterhead Containing Firm Information
   A. Firm Name
   B. Address
   C. Telephone and FAX Numbers
   D. Consultant's Invoice Reference Number

2. Address Transmittal/Letter to:

   Office of Facilities and Construction
   The School Board of Broward County, Florida 3775
   SW 16th Street
   Fort Lauderdale, FL 33312
   Attention: Name of Project Manager

3. Ensure that Transmittal/Letter references the following information:
   A. Date of submittal.
   B. The Invoice Number for ATP Number (example: Invoice No. 01 for ATP No. 01).
   C. The School Board of Broward County's Purchase Order No.: (Which will be provided by the Facilities Project Manager at the beginning of the project.)
   D. Name of Facility (and Facility Number).
   E. Name of Project
   F. School Board Project Number

4. Ensure attachment of the following documents to the Transmittal/Letter:
   A. Design Professional's Invoice Form
   B. Design Professional's Reimbursable Invoice Form
   C. Copy of signature page (page 3 of 3) of the Design Professional's Authorization to Proceed.

The School Board of Broward County, Florida
Florida Facilities and Construction Management Department
3775 SW 16th Street Fort Lauderdale, FL 33312 (754) 321-1500

Design Professional (Name)

Date:

Project No:
Project Title:
Design Professional's Remit to address:

Facility Name:

Invoice No:
SBBC PO No.
ATP No.
Invoice From:
Project Manager

Original Basic Fee	$
Current basic fee	$

INVOICE TOTALS:

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

BASIC FEE TOTALS:

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

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

The School Board of Broward County, Florida
Florida Facilities and Construction Management Department
3775 SW 16th Street Fort Lauderdale, FL 33312 (754) 321-1500

Design Professional's Reimbursable Invoice

Project No:
Project Title:
Design Professional's:
Remit to address:

Facility Name: Invoice No:
SBBC PO No.
ATP No.
Invoice From:
Project Manager:

Item No.	Date	Reimbursable Item	Amount
		Invoice Total	$

Receipts for each Item must be attached.

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

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

Electronic Media Requirements

All Work product for all projects, requires hard copies, electronic copies (PDF) and electronic original copies. The electronic media requirements are as listed below.

ELECTRONIC MEDIA

1.0 General Information

1.1 The School Board of Broward County, Florida contracts with one or more Internet bid advertising and distribution services. The Design Professional shall post the complete bid package to these services upon written notification by the Owner. The posted documents shall be read only documents and the file format shall be PDF.

2.0.1 Software Requirements

2.0.2 Word Processing
2.0.3 Provide word processing files in Microsoft Word for Windows compatible file formats including all information necessary for remote printing.

2.0.4 Spreadsheets
2.0.5 Provide spreadsheet files in Microsoft Excel for windows compatible file formats including all information necessary for remote printing.

2.0.6 Computer aided Design and Drafting
2.0.7 Provide all CADD files as AutoCAD 2010 files, Window's version.

3.0 CAD Standards

3.1 Standard plotted drawing size: 24-inch x 36 inch or 30 inch x 42 inch sheets.
3.1.1 All sheets within a set shall be the same size unless pre-approved otherwise. (for example, survey sheets)

3.2 Design Professional shall provide to the Owner the standard file naming Protocol they will be utilizing.

3.3 CAD File Layering
3.3.1 Conform to the most up to date guidelines defined by the American Institute of Architects (AIA) standard document, "CAD Layer Guidelines."

3.3.2 Provide the required Layering for the Florida Inventory of Schoolhouses (F.I.S.H.) documents.

3.3.1.1 The F.I.S.H. layering scheme is not available on-line. It can be requested through:

Facility Planning and Real Estate
600 SE 3rd Avenue, Fort Lauderdale, FL 33312 754-321-1932

3.3.3 Provide a separate list of all layers which do not conform to the standard AIA CAD Layer Guidelines or the FISH layering scheme.

3.4 No custom hatch patterns shall be utilized.

3.5 All symbols and blocks to have descriptive names.

4.0 Electronic Media Delivery Requirements
4.1 Transmittals shall include the following:

4.0.1 The Project Number, Project Title, and date
4.0.2 The Facility Name
4.0.3 The submittal type.
4.0.4 The format and version of the software.
4.0.5 An attached Listing of file names with the latest document publish dates.

4.1 All electronic media shall contain an attached label which shall identify 4.1.1, 4.1.2, and 4.1.3.

4.1.1 Document clean-up
4.1.2 Before a CADD file is placed on the delivery electronic digital media, the following procedures shall be performed:

4.1.2.1 Purge all files and remove all extraneous graphics outside the border area.

4.1.2.2 Make sure all reference files are attached without device path.

4.1.2.3 All required project files both graphic and nongraphic, shall include color tables, pen tables, font libraries, block libraries, user command files, plot files, etc. All project related blocks must be provided to the Owner as a part of the electronic digital deliverables.

4.1.2.4 Make sure that all support files such as those listed above are in the same directory and that references to those files do not include device Path.

4.2 The following Plot File Development and Project Documentation Information shall be submitted as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.

4.2.1 Documentation of the plot files for each drawing which will be needed to be able to allow identical plotting by the Owner at a later date. This documentation shall include the plotter configuration (e.g., name and model of plotter), pen settings, drawing orientation, drawing

size, and any other special instructions.

4.2.2 Instructions concerning how to generate plotted, drawings from the provided plot files.

4.2.3 Provide all symbols and blocks used in the project in a separate file.

4.3 List of all database/spreadsheet files associated with each drawing, as well as a description and documentation of the database format.

5.0 Ownership: Refer to Agreement for specific Owner and Design Professional's rights.

6.0 Documents for the Construction Contractor:

6.1 The Owner and the Design Professional shall make various electronic information available to the Contractor during the Construction phase of the Project.

7.0 Where electronic media submittals of final site surveys are required: Provide electronic copies of any existing site survey data already on electronic media.

8.0 At the Contractors option, the Design Professional will provide the Contractor one set of AutoCAD (.dwg) electronic file format contract drawings, to be used for as built drawings at the Contractor's option. Note that the Architect's name and information to be removed.

(Remainder of page intentionally left blank)

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, Florida 33311

PSA Attachment 4

Consultant's Authorization To Proceed

Project No.:		Date:	
Location No.:			
Project Title:		SBBC P.O. No.:	
		Line No.:	
Facility Name:		Project Manager:	
Project Consultant:		Dir. Capital Planning & Programming	

Under the provisions of your contract for professional services, you are hereby authorized to proceed with the following services for the project referenced above.

☐ Schematic Design ☐ Design Development ☐ Construction Documents
☐ Bidding ☐ Construction Contract Administration ☐ Warranty
☐ Other Services: Attached:

This Authorization to Proceed is subject to the following attachments:

Attachments:
☐ Professional Services Required
☐ Project Schedule
☐ Professional Fees
☐ Previous ATP's

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

Original FLCC	Current Cost Estimate	Revised FLCC by ATP

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

Item Discipline Description

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, Florida 33311

PSA Attachment 4

Consultant's Authorization To Proceed (Continued)

Project Schedule

Project No. & Location No.: _____ Project Title: _____

Facility Name: _____
Project Consultant: _____

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

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

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, Florida 33311

PSA Attachment 4

Consultant's Authorization To Proceed (Continued)

Professional Fees

Project No. & Location No.: _____ Project Title: _____

Facility Name: _____
Project Consultant: _____

Phase	Original Basic Fee	Fee Authorized by ATP		Fee Previously Paid		Fee Balance	
I (SD) (5%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
II (DD) (10%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
III (CD) (35%/60%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
IV (BID) (65%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
V (CA) (98%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
VI (Warr) (100%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 1)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 2)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 3)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 4)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Total:	$ 0.00	$ 0.00		$ 0.00		$ 0.00	

Payment for these services shall be made In accordance with the provisions of the Professional Services Agreement.

Approved By Consultant				Approved By SBBC			
Name:				Name: Shelley N. Meloni			
Title:				Title: Director, Pre-Construction			
Signature:	_____	Date:	_____	Signature:	_____	Date	_____
Recommended By SBBC							
Name:							
Title: Project Manager, Owner's Representative							
Signature:	_____	Date:	_____	Signature:	_____	Date	_____

This document is part of the Professional Services Agreement between The School Board of Broward County, Florida (Owner) and the Design Professional and is incorporated by reference into the terms and conditions of that agreement.

Design and Professional Consulting Staff

Prime Firm:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351 **(754) 321-0505**

Document 00455: Background Screening of Contractual Personnel

Project No:
Location No:
Project Title:
Facility Name:

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

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

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

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

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared

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

1. Contractor Name: _____

   Address: _____

2. My relationship to the Contractor named in (1) above is: _____
   (List relationship such as sole proprietor, partner, president, vice president, etc.)

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

TO BE COMPLETED AT THE TIME OF SUBMISSION OF POST-AWARD DOCUMENTS INDICATED IN DOCUMENT 00200. COMPLIANCE WITH SECTION 1012.465, FLORIDA STATUTES IS REQUIRED PRIOR TO ISSUANCE OF DOCUMENT 00550, NOTICE TO PROCEED.

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

BY: _____ **DATE:** _____

NAME (Printed) _____ **TITLE:** _____

Notarization

State of: _____)

County of: _____)

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

_____

who is personally known to me or did produce:

_____

an identification and who did take an oath.

Notary Public: _____ **Affix Seal**

Commission Expires on: _____

School Board of Broward County – Contractors & Vendors

Those who need to request entry badges to the Broward School Board Facilities need to go to http://www.broward.k12.fl.us/police/secclear.html and follow the instructions for Fieldprint registration and scheduling process.

Before processing your documentation, you need to have a signed contract or Purchase Order and a Vendor number; to obtain a Vendor number please call (754) 321-2374.

All vendors and contractors must provide the necessary information as soon as possible to Fieldprint. These documents can be found by selecting "Click Here for Forms and Other Necessary Information" hyperlink.

If you have any questions, please call Security Clearance Department at 754-321-2374.

(Remainder of page intentionally left blank)

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

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

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Cat. No. 10231X Form **W-9** (Rev. 8-2013)

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

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

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

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC required to be identified on the "Name" line is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. 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/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

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

The following codes identify payees that 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

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting *IRS.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor[4]
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

Note. Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, 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.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

The School Board of Broward County, Florida

Professional Services Agreement

ATTACHMENT 8

Truth in Negotiations Certification

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

(Firm's Letterhead)

PROJECT NAME:

AMOUNT OF CONTRACT:

CERTIFICATE OF TRUTH IN NEGOTIATION

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

PROJECT NAME (S)

Are accurate, complete and current as of

(Day), (Month) (Year)

FIRM: (Name exactly as listed on contract)

PRESIDENT:

By: _____

Reference: Florida Statutes 287.055

The School Board of Broward County, Florida PSA Attachment 9

ACH Payment Agreement Form

VENDOR NAME: _____

Authorization Agreement

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

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

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

Account Information

Name of Bank or Financial Institution: _____

Branch/ State: _____

Routing No: _____

Account No: _____ Checking ☐ Savings ☐

VENDOR AREA:

Remittance Confirmation: **(please select one)** _____ Fax ☐ Email ☐

Federal Identification No. Vendor _____ TAX ID# ☐ SS# ☐

Update Purchase Order Fax & Email Address

Centralized Fax Number _____ **Dept.** _____

Centralized Email _____ **Dept.** _____

Centralized Phone No. _____ **Dept.** _____

Signature

Authorized Signature (Primary) and Business title: _____ **Date:** _____

Authorized Signature (Joint) and Business title: _____ **Date:** _____

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

This form must be returned to: SBBC – Purchasing – Data Strategy Group
7720 W. Oakland Park Blvd, Sunrise FL 33351 call: 754-321-0516 or fax # 754-321-0533

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered __ Initials: _

The School Board of Broward County, Florida

RFQ # and NAME FY24-038

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

In accordance with the RFQ, each Proposer must disclose, in its RFQ, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee

Check one of the following and sign:

☒ I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

José A. Compres B
Signature

Conemco Engineering Inc.
Company Name

Jose A. Compres
Name of Official

782 NW 42nd Ave Suite 635
Business Address

Miami FL 33126
City, State, Zip Code

RFQ Number/Name	**FY24-038 - Continuing Contracts for Surveying Services**
Proposer's Company Name	**Conemco Engineering INC.**
Dated Submitted	**Wednesday, November 8, 2023**

Staff Rate Breakdown For Professional Services

Staff Classification	Maximum Raw Hourly Rate ($)	Multiplier	Total
Conemco Engineering INC.			
Principal In Charge	$79.00	2.85	$225.15
Project Manager	$59.00	2.85	$168.15
Senior Engineer	$63.00	2.85	$179.55
Engineer	$45.00	2.85	$128.25
CADD/Designer	$28.00	2.85	$79.80
Administrative Support	$25.00	2.85	$71.25
Engineering - EXP. US. Services INC.			
Principal In Charge	$79.00	2.85	$225.15
Senior Project Manager	$80.00	2.85	$228.00
Project Manager	$59.00	2.85	$168.15
Senior Engineer	$63.00	2.85	$179.55
Engineer	$45.00	2.85	$128.25
CADD/Designer	$28.00	2.85	$79.80
Administrative Support	$25.00	2.85	$71.25
Survey - Bloodhound			
Chief Engineer	$72.60	2.85	$206.91
Principal In Charge	$72.60	2.85	$206.91
Senior Engineer	$60.10	2.85	$171.29
Project Engineer	$52.88	2.85	$150.71
CADD/Designer	$23.25	2.85	$66.26
Senior Engineering Technician	$32.95	2.85	$93.91
Engineering Technician	$22.00	2.85	$62.70
Administrative Support	$20.00	2.85	$57.00
Supplemental Services Multiplier		2.85	

Note 1: These rates will be set for the first three (3) years. Rate adjustments may be considered for additional year extensions (if applicable). Rate adjustments will be approved by the Office of Facilities & Construction's Director (Pre-Construction) with copy to the Purchasing Agent (Construction).

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

FEMA_REQUIREMENTS **PSA Attachment 12**

1. **Added Terms and Conditions.** The Awardee ("Consultant") shall incorporate the following FEMA terms and conditions into all construction and bid documents for projects subject to receipt of any grant, contract, loan, insurance, or guarantee involving federally assisted construction. Consultant shall itself comply with all terms and conditions which apply to the professional design services provided for such projects.

2. **Compliance with Federal Law, Re2ulations and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

a. **Davis-Bacon Act,** as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excel of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

b. The contracts must also include a provision for compliance with the **Copeland "Anti- Kickback" Act** (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal Entity must report all suspected or reported violations to the Federal awarding agency.

1. Contractor. The contractor shall comply with 18 U.S.C. 874, 40 U.S.C. 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

11. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate.

instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

c. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Consultant will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

11. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by this section.

111. Withholding for unpaid wages and liquidated damages. The School Board of Broward County, Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

1v. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in Articles I. i.e. through (4) of this section and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

d. **Clean Air Act.** The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et. Seq.

The contractor agrees to report each violation to the School Board of Broward County and understands and agrees that the School Board of Broward County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

e. **Federal Water Pollution Control Act.** The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The contractor agrees to report each violation to the School Board of Broward County and understands and agrees that the School Board of Broward County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

3. **Recovered/Recycled Materials.** In the performance of this contract, the contractor shall make maximum use of products containing recovered/recycled materials that are EPA- designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance; meeting contract performance requirements; or at a reasonable price. If such materials are not available, then materials used for the manufacture or construction of any supplies, materials or equipment covered by this project shall be new unless otherwise specified. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. If recovered/recycled materials are not available, the items bid must be new, the latest model, of the best quality and highest-grade workmanship as needed for the particular procurement.

If a proposed recovered/recycled material has been determined to be unsafe for children in the schools, then only new material shall be used.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website,

https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

4. **Equal Employment Opportunity.** Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The following shall be incorporated into the Agreement for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(I) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a

part of such employee's essential job functions discloses the compensation of such other employees or applicants to individual who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontractor purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(Remainder of page intentionally left blank)

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subconsultants with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

5. **Contract Work Hours and Safety Standards.** Consultant and contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

6. **Policies, Local, State and Federal Laws.** Consultant and contractor agree to comply with all School Board Policies, local, state and federal laws, including, but not limited to, the federal Clean Air Act and Clean Water Act.

7. **Energy Efficiency.** Consultant and contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8. **Rights to Inventions Made Under A Contract Or Agreement.** Any invention developed during the performance of work under a federal award or grant shall provide for a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

9. **Certification.** Contractors applying or bidding for an award of $100,000 or more must file the required certification: Each tier ce1tifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. **DHS Imagery.** A contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

11. **Access to Records.** The contractor agrees to provide the School Board of Broward County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

a. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

b. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

c. In compliance with the Disaster Recovery Act of 2018, The School Board of Broward County, Florida and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

12. **Changes.** The cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of the applicable Federal grant or cooperative agreement, and reasonable for the completion of project scope.

13. **Breach.** A breach of any of the articles above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R.

14. **Debarment and Suspension <Executive Orders 12549 and 12689).** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the School Board of Broward County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the School Board of Broward County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. **Byrd Anti-Lobbying Amendment.** Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

16. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

[End of FEMA REQUIREMENTS]

(Remainder of page intentionally left blank)

e-Builder. The Consultant shall use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Consultant and PC; pay applications/invoicing; requests for change orders; material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

a. Licenses shall be provided to Consultant to permit access and use of e- Builder for all projects awarded by Owner. Such licenses(s) shall be valid throughout the duration of the project(s).
b. Form Module. The e-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes All e-mailed communications.
c. Workflows. Any and all responses or required responses to an open Action Item or to an initiated Workflow process shall be input and managed through e-Builder Work Flow processes that will be executed through e-Builder include but are not limited to the procedures identified in the Professional Services Agreement - Continuing Contracts - Architectural.
d. Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi- weekly design meetings (while in design) weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, etc.) and other design and/or construction milestones and deadlines.
e. Meetings. Information to be submitted through e-Builder related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which must occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes template) and confirmation of actual meeting attendees.
f. Access to e-Builder and Licensing. Consultant shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employees(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder.

   This information together with a request for licensing shall be sent to:
   Atkins, Program Controls Support
   (754) 321-01537, - ebuilderLicense@browardschools.com.

   Upon receipt, review and acceptance of the request, access information and logins shall be provided to Consultant.

   Training shall be coordinated, scheduled, and provided to those provided access and licenses by Atkins. Additional training may be provided based on availability.

[End of E-BUILDER REQUIREMENTS

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

THIS AGREEMENT, made this, 23rd day of January in the year 2024, by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA** (hereinafter called the "**Owner,**" "**SBBC**" and/or "**Board**"), and:

J BONFILL AND ASSOCIATES INC

Hereinafter, "**Consultant**," for various projects. It is agreed that this Agreement is an "Open End" Agreement in that the Owner will from time to time during the term of this Agreement require services from the Consultant on various different projects with estimated construction costs that do not exceed the limit set forth in Section 287.055(2)(g), Florida Statutes as amended from time to time. Rather than enter into separate agreements each time that is required, the Owner and Consultant shall enter into this Agreement. The terms and conditions of this Agreement shall govern each of the individual projects that the Consultant is hired to provide services for. Attached as **Attachment 1** to this Agreement is a general "Scope of Work for Surveying Services," which has been negotiated and agreed upon by all parties. The Owner will assign increments of Work to the Consultant via an Authorization to Proceed ("ATP"), Attachment 4, which will be completed for each project or service to which the Consultant is assigned. Each ATP, which includes forms for the Professional Services required, Project Schedule and Professional Fee, shall be completed by the Owner and Consultant evidencing the services, fees, time, etc. for that particular project and confirming that the terms and conditions of this Agreement apply. Each project assigned to the Consultant will be identified by the Owner's assigned project numbers. For each project, some or all of these Services will be part of the Scope of Work for that particular project. In addition, other services may be required.

The term of this Open-End Agreement commences on the date of this Agreement as set forth above. Unless extended pursuant to the terms of the Agreement, no new projects may be assigned under this Open-End Agreement upon expiration of the initial Three (3) year term of the Agreement. The total dollar amount for all fees to be paid to the Consultant for all projects pursuant to this Agreement may not exceed One hundred Thousand ($100,000) Dollars during the initial three (3) year term of the Agreement. The Agreement may be extended by two (2) additional, one-year periods with a limit increase of One Hundred Thousand ($100,000) Dollars per year of extension. The Owner and Consultant agree as follows:

(Remainder of page intentionally left blank)

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS
ARTICLE 2 CONSULTANT SERVICES AND RESPONSIBILITIES
ARTICLE 3 SUB-CONSULTANTS
ARTICLE 4 THE OWNER'S RESPONSIBILITIES
ARTICLE 5 BASIS OF COMPENSATION
ARTICLE 6 PAYMENTS TO THE CONSULTANT
ARTICLE 7 INDEMNIFICATION CLAUSE
ARTICLE 8 INSURANCE
ARTICLE 9 GENERAL PROVISIONS
ARTICLE 10 INCORPORATION OF DOCUMENTS INTO AGREEMENT

ATTACHMENTS C:

Attachment 1: Scope of Work
Attachment 2: Consultant's Invoice Form, Design Professional Reimbursement Form (Individual project invoices required)
Attachment 3: Electronic Media Submittal Requirements
Attachment 4: Authorization to Proceed (ATP) Form (one per project)
Professional Services Required – page 1 of 3 (one per project)
Project Schedule – page 2 of 3 (one per project)
Professional Fee – page 3 of 3 (one per project)
Attachment 5: List of Project Team Members (one per project)
Attachment 6: Document 00455 – Background Screening
Attachment 7: IRS Form W-9
Attachment 8: Truth in Negotiations Certificate
Attachment 9: ACH Payment Agreement Form
Attachment 10: Conflict of Interest Form
Attachment 11: Staff Rate Breakdown for Design Professional Services
Attachment 12: FEMA Requirements
Attachment 13: E-Builder Requirements

(Remainder of page intentionally left blank)

ARTICLE 1 – DEFINITIONS

1.1 **The Office of Facilities & Construction ("Office" or "OFC"):** The Owner's organizational entity which acts as liaison between the Consultant and Owner and provides day to day management and other professional services on the Owner's behalf. Various members of the Office of Facilities and Construction, acting as representatives of the Owner, will meet with the Consultant at periodic intervals throughout the preparation of the Contract Documents to assess the progress of the Work in accordance with approved schedules. Office personnel will also examine documents submitted by the Consultant, including invoices, and will promptly render decisions and/or recommendations pertaining thereto to avoid unreasonable delay in the progress of the Consultant's work. The Project Manager shall be principally responsible for direct communication to the Consultant and the Contractor.

1.2 **The Chief Facilities & Construction Officer, Office of Facilities & Construction:** An employee of The School Board of Broward County, Florida, who has the authority and responsibility for oversight and management of all projects for the Owner. Referred to hereinafter as the Chief Facilities & Construction Officer or Chief Facilities Officer.

1.3 **Authorization to Proceed (ATP):** A document in the form of Attachment 4 to this Agreement, accompanied by a fully executed Purchase Order, issued by the Owner to the Consultant, authorizing the performance of specific professional services and commencement of a Phase as defined in Article 2.1 through Article 2.8, and stating the time for completion and the amount of fee authorized for such services.

1.4 **Basic Services:** Those services defined in Attachment 1.

1.5 **Other Basic Services:** Those services defined in Attachment 1.

1.6 **Supplemental Services:** Those services defined in Attachment 1.

1.7 **Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered and licensed professionals who has entered into a contract with the Owner to provide professional Surveying services pursuant to the terms of this Agreement.

1.8 **Project Scope:** The activities necessary to respond to the Owner's requirements for the various projects, refer to Attachment 1.

1.9 **Project Budget:** The sum, established by the Owner, as available for the entire Project, including but not limited to the construction budget (Fixed Limit of Construction Cost ("FLCC")), land costs, costs of furniture, fixtures and equipment (FF&E), financing costs, compensation for all professional services, costs of Owner-furnished goods and services, contingency allowances and other similar established or estimated costs.

1.10 **Project Schedule:** The Owner's requirements for the progress of activities associated with the Project identified by milestones and required completion dates for Consultant services defined by this Agreement.

1.11 **The Contract Documents:** The Contract Documents as used herein refer to the Agreement

Form, Exhibits, Attachments, Educational Specifications, including any and all modifications thereto, issued before and after execution of the Contract and all Exhibits, attached thereto used by the Owner to establish a construction contract with the Contractor. These Contract Documents, and their requirements for the Consultant are incorporated by reference into this Agreement. Refer to Article 10 for the provisions of the RFQ incorporated into the Agreement.

1.12 **Contractor:** The individual, partnership, corporation, association, joint venture, or any combination thereof, who has entered into a contract with the Owner for construction of schools, administrative and support buildings, or various other types of facilities and incidents thereto.

1.13 **Program Manager:** AECOM The entity retained by the School Board of Broward County, Florida, to oversee the execution and delivery of the projects, and act as the Owner's Representative.

1.14 **Project Manager:** An employee of the District or Program Manager to manage the Project as a direct representative of the Owner.

1.15 **The Project:** The construction, alteration or repair, and all services and incidents thereto, comprising a facility as contemplated and budgeted by the Owner.

1.16 **Sub-Consultant:** A person or organization of properly registered and licensed professionals who have entered an agreement with the Consultant to provide professional Surveying services for the Project.

1.17 **Superintendent of Schools:** The duly appointed executive officer of the Owner authorized to act by and through the Owner, referred to hereinafter as the **Superintendent**.

1.18 **Fixed Limit of Construction Cost (FLCC):** The total dollar value of all costs to construct each project.

1.19 **Building Code Inspector (BCI):** A licensed employee or designee of The School Board of Broward County, Florida, who provides plan review and construction inspection for code compliance, and report non-compliant work to the Project Manager and Project Consultant.

1.20 **Value Engineering:** Value Engineering (VE) is the creative, organized process of analysis of a project as to cost and/or performance with a focus on analysis of the proposed facility (and its systems, assemblies, or components) and the elimination or modification of those features which add cost without contributing to that facility's required function or design value.

1.21 **Constructability:** Constructability is the creative, organized process of reviewing a project's drawings, specifications, and other project documentation with a goal of eliminating design, detailing, and specification problems which might render the construction contract documents unbuildable or requiring extensive Addenda or Change Orders to make them buildable.

1.22 **The Project Team:** The Owner, Program Manager, and the Consultant who work jointly

during the design, construction, and warranty phases.

1.23 **Substantial Completion:** The term Substantial Completion as used herein, shall mean that point at which all work associated with the Project, or contractually defined phase or portion of the Project, has received a fully executed Certificate of Occupancy (OEF 110B Form) or Certificate of Completion, whichever is applicable.

1.24 **Chief Building Official, Inspections and Code Compliance (CBO):** The officer or other designated authority charged with the administration and enforcement of all applicable codes, or a duly authorized representative.

1.25 **Design Criteria:** Owner design requirements for all architectural and engineering disciplines.

1.26 **Negotiated Unit Prices:** unit prices for professional services to be utilized during various phases of each project under this Agreement. The Consultant's proposal shall serve as the basis for Negotiated Unit Prices. Refer to Articles 5 and 6 for terms of compensation and payment.

ARTICLE 2 – CONSULTANT SERVICES AND RESPONSIBILITIES

2.1 **Consulting Services:** The Consulting Services are those set forth in the Professional Services Required form attached as Attachment 1 hereto and incorporated by reference. It should be noted that the Consulting Services may be some or all of those services listed on Attachment "1" to this Agreement, or other services designated by Owner.

2.2 **Standard of Care and Representations:**

2.2.1 Standard of Care: The Owner's engagement of the Consultant is based upon the Consultant's representations to the Owner that: (A) it is an organization of experienced professionals, authorized and licensed to do business in Florida; (B) the person responsible for performance pursuant to this Agreement is currently a registered Professional Architect or Engineer in the State of Florida; (C) it is qualified, willing and able to perform services for the Project; and that (D) it has the past experience and ability to provide services which will meet the Owner's objectives and requirements.

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

2.2.3 Any defective or deficient work furnished by the Consultant shall be promptly corrected by the Consultant at no cost to Owner, without limitations to other remedies or rights of Owner. Owner's approval, acceptance, or use of or payment for all or any part of Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations

or Owner's rights hereunder. The Consultant shall utilize the same personnel over the course of the Work and shall, if requested by the Owner, replace personnel whom the Owner has found to be incompetent or to whom the Owner otherwise reasonably objects.

2.2.4 All services provided by the Consultant shall: (A) be in accordance with all applicable codes, including but not limited to, Florida State Board of Education Regulations, Chapter 6A-2.010 (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities)("SREF"), the Florida Building Code ("FBC"), the Florida Fire Protection Code, the Americans With Disabilities Act (ADA), in effect at the time of execution of this Agreement, and its referenced codes and standards; Crime Prevention Through Environmental Design (CPTED) (Broward Sheriff's Office), and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes); (B) be provided for the benefit of the Owner and not for the benefit of any other party; and (C) include all Consultant services normally required for a project of this type as listed in the Scope of Work (Attachment 1 to this Agreement).

2.2.5 **Approval of Documents**: Owner's approval of or comments on any of the documents submitted to Owner by Consultant shall not be deemed the approval of or by another governmental authority having jurisdiction over the project and Consultant acknowledges that the aforesaid authorities may require modifications of any of the documents submitted by Consultant. Subject to Article 2, such modifications shall be made at no cost to Owner.

ARTICLE 3 – SUB-CONSULTANTS

3.1 Sub-Consultants' Relations:

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

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

3.2 **Proposed Sub-Consultants:**

3.2.1 The Consultant proposes to utilize the Sub-Consultants identified in Attachment 5 (List of Project Team Members)

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

3.2.3 The Consultant shall, not later than ten (10) days after the date of this Agreement, submit a list of contact information for Sub-Consultants which includes contact names, firm addresses, telephone and fax numbers and email addresses. Any future changes to Sub-Consultants must also be submitted no later than ten (10) days after the date the change was made.

ARTICLE 4 – THE OWNER'S RESPONSIBILITIES

4.1 **Information, Documents and Services:** The Owner shall consult with the Consultant and provide such information regarding requirements for the Project as are reasonably necessary for Consultant to perform its services.

4.2 **Owner Furnished Items:** When documents, services, or other materials furnished by the Owner for the Consultant's use are deemed by the Consultant as inappropriate, inaccurate, or otherwise unreasonable, the Consultant shall notify the Owner of its opinion immediately upon discovery of same. Owner will notify Consultant upon delivery of any inaccurate data provided to the Consultant. Failure of the Consultant to notify the Owner shall result in the Consultant being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, delays or other compensation related to the use of those Owner furnished materials.

4.3 **Project Management:**
The Director of Preconstruction: The Director of Preconstruction or designee shall act on behalf of the Owner in all matters pertaining to this Agreement and shall approve all Authorizations to Proceed to the Consultant and all invoices for payment to the Consultant.

ARTICLE 5 – BASIS OF COMPENSATION

5.1 **Professional Basic Service Fees ("Fee"):**

5.1.1 The Owner agrees to pay the Consultant, and the Consultant agrees to accept for services rendered pursuant to this Agreement, based upon a Cost Plus with a Guaranteed Maximum based on a Multiple of Direct Personnel Expenses as set forth in Attachment 11 based on the fee schedule as set forth in Attachment 4 attached hereto and incorporated by reference. If Owner and Consultant cannot mutually agree to a Cost Plus with a Guaranteed Maximum based on Direct Personnel Expense, the Owner may secure services from an independent source or from the Owner's resources.

5.2 Supplemental Fee:

5.2.1 The Fee listed above is based on the scope of services for a project of this scope, size, and complexity.

5.2.2 If the Owner authorizes an increase or decrease in the scope, size or complexity of the Project, the Fee will be adjusted as mutually agreed upon, in writing, by Owner and Consultant.

5.2.3 The Consultant may be authorized to perform Supplemental Services. The fee for such services will be based upon a Cost Plus with a Guaranteed Maximum based on a Multiple of Direct Personnel Expenses. Where a mutually agreeable Cost Plus with a Guaranteed Maximum based on Direct Personnel Expense cannot be arrived at, the Owner may secure services from an independent source or from the Owner's resources. The Consultant shall provide any information and/or copies of project documentation necessary to facilitate the provision of said supplemental services by others.

5.3 Multiple of Direct Salary Expense:

5.3.1 Where this Agreement or Attachments 4 hereto indicates a fee computed on the basis of a Multiple of Direct Salary Expense, such fee shall be based on a negotiated multiple of the Direct Personnel Expense as set forth in Attachment 11.

5.3.2 Should overtime work be necessary for work compensated by this fee method, the Consultant's authorization and compensation for such work shall be approved by the Chief Facilities & Construction Officer or his designee, in writing, and stated in Attachment 4 or other documents executed by Owner and Consultant.

5.4 **Direct Personnel Expense:** Direct Personnel Expense is defined as the salary rate, as determined from salaries reported to the Director of Internal Revenue, of the personnel engaged directly on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

5.5 Reimbursable Fees:

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

5.5.2 Authorized travel outside the areas of Dade, Broward and Palm Beach Counties, lodging and meals in connection with the Project (subject to the limitations imposed by Chapter 112.061, Florida Statutes); long distance communications (except for long distance charges for calls placed to others living outside the Consultant's local calling area), and fees paid for securing approval of authorities having jurisdiction over the work, reproductions, postage and handling of Drawings, Specifications and other documents, and, if authorized

in advance by the Owner, expense of overtime work requiring higher than regular rates.

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

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

ARTICLE 6 – PAYMENTS TO THE CONSULTANT

6.1 Payment for Basic Services and Supplemental Services:

6.1.1 Payments for Basic and Supplemental Services may be requested monthly (on the Owner's standard invoice format) in proportion to services performed during each portion of the work or other basis as set forth in the Schedules attached hereto and conforming to the attached Consultant's proposal for Attachment 1 – "Scope of Work". Owner in its sole discretion shall determine if the payment requested is in accordance with the proportion of the work performed.

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

Unit prices and hourly rates shall be administered in accordance with Attachment "11" as attached hereto. Actual hours shall be rounded off to the nearest fifteen (15) minute intervals.

Charges shown on Attachment "11" are for time of engineering technicians' portal to portal, spent in sampling, conducting field or laboratory tests or inspections, and tests not otherwise charged on unit price basis. Overtime, at the Owner's request, is for work before 7:00 AM and after 5:00 PM, over eight (8) hours per regular day, forty (40) hours per week, Saturday, Sunday and Holidays.

In the event the testing technician, through no fault of the technician or of the Consultant, is unable to conduct a test within thirty (30) minutes after the time scheduled for the test or within thirty (30) minutes of the technician's arrival on-site ready to conduct the test, whichever is later, the appropriate hourly technician rate from Attachment "11" shall apply to any excess time spent by the technician beyond the normally expectable amount of time for conducting such a test plus thirty (30) minutes. These charges shall be verified and documented between the Consultant and the Owner at the time of occurrence. This charge shall apply to concrete, soils, and any other test which is based on the unit prices described in Attachment "11".

6.1.2 No payments shall be due to Consultant unless and until all materials, forms and documents required by Owner have been provided by Consultant and its Sub-Consultant to Owner or others who are to receive same. The Owner retains the right to withhold payment from the Consultant for non-performance of the Consultant during any phase or portion of the Project.

6.1.3 The Consultant shall submit invoices in the Owner's required invoice format (Attachment 2) as provided.

6.1.4 All submitted invoices shall have copies of referenced Scope of Work and the Authorization to Proceed (ATP) attached.

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

6.1.6 The Consultant shall submit a monthly S/M/WBE Monthly Subcontractor Utilization Report with the monthly request for payment, on forms provided by the Owner.

6.2 Payment for Reimbursables:

6.2.1 Payment for Reimbursables may be requested monthly (on the Owner's standard invoice format, Attachment 2) based on actual costs.

6.2.2 Payments are due and payable within thirty (30) days from receipt of the Consultant's invoice.

6.3 Project Suspension:

6.3.1 If the Project is suspended for the convenience of the Owner for more than three (3) months or terminated in whole or in part during any Phase, the Consultant shall be paid for services authorized by an Authorization to Proceed which were performed prior to such suspension or termination, together with the cost of Reimbursable Services and expenses then due.

ARTICLE 7 - INDEMNIFICATION CLAUSE

7.1 Indemnification:

7.1.1 To the fullest extent permitted by law, the Project Consultant shall indemnify, and hold harmless the owner, its members, officers, employees and agents (hereinafter collectively "Related Parties") from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of this contract.

7.1.2 In any and all claims against the Owner by any employee of the Consultant, or anyone for whose acts the Consultant may be liable, the obligations for Consultant to indemnify Owner under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant under workman's compensation acts, disability acts, or other employee benefit acts.

7.1.3 In the event that any claims are brought, or actions filed against the Owner with respect to the indemnity contained herein, the Consultant agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. The Consultant agrees that the Owner may select the attorneys to appear and defend such claims or actions on behalf of the Owner. The Consultant further agrees to pay, at the sole expense of the Consultant, the attorney's fees and costs incurred by those attorneys selected by the Owner to appear and defend such claims or actions on behalf of the Owner. However, if the claims or actions are covered by insurance and such coverage is acknowledged by the insurance company in writing to the Owner, then, in that case, the insurance company shall choose counsel, direct the defense and be the judge of the acceptability of any compromise or settlement of any such claims or actions against the Owner which are within the insurance policy limits and are paid by the insurance company solely. Otherwise, if the claims or actions are not covered by insurance, then, at its sole option the Owner shall have the sole authority for the direction of the defense and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions asserted against the Owner.

ARTICLE 8 – INSURANCE

8.1 General Insurance Requirements:

8.1.1 The Consultant shall not start work under this Agreement until the Consultant has obtained all insurance required hereunder and such insurance has been approved by the Owner.

8.1.2 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this Agreement shall have an "A" rating, or better, and a financial rating of no less than VI in the current A.M. Best Manual OR hold a Moody's Investors Service Financial Strength of "Aa3" or better.

8.1.3 All insurance policies required under this Agreement shall be endorsed to be primary of all other valid and collectable coverages maintained by the Owner. The Owner shall be named as an additional insured under the General Liability policy, including Products Liability, shall include the Owner's Project number and full Project title (including applicable facility name) on the Certificate.

8.1.4 The Consultant shall furnish certificates of insurance to the Owner for review and approval at the time of execution of this Agreement and shall maintain same at all times during the term of this Agreement.

8.1.5 The Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO), unless approved by Owner and shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the Consultant. No material change or cancellation of the insurance shall be effective without a 30-day prior written notice to and approval by the Owner. All Certificates shall list the Owner's project number and full project title (including applicable facility name).

8.2 Insurance Required:

8.2.1 **Automobile Liability Insurance:** The Consultant shall maintain Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in amounts not less than $1,000,000 per occurrence for bodily injury and property damage combined single limit and shall not be less than the standard ISO Business Auto Policy CA 00 01.

8.2.2 **Professional Liability (Errors and Omissions)**: The Consultant shall procure Professional Liability Insurance in the manner described herein. The deductible shall not be more than Fifty Thousand ($50,000) Dollars for each policy and must be indicated on the certificate of insurance. The limits of the Professional Liability Insurance Policy shall be as follows:

8.2.2.1 Not used.

8.2.2.2 Projects require a practice policy with a per claim/annual aggregate in accordance with the specifications delineated below relative to the cumulative construction value of all projects:

.1 One Million ($1,000,000) Dollars on a per claim/One Million ($1,000,000) Dollars annual aggregate basis for Consultants whose cumulative construction value for all Board contracts is less than Five Million ($5,000,000) Dollars.

.2 One Million ($1,000,000) Dollars on a per claim/Three Million ($3,000,000) Dollars annual aggregate basis for Consultants whose cumulative construction value for all Board contracts is between Five Million One ($5,000,001) Dollars to Ten Million ($10,000,000) Dollars.

.3 One Million ($1,000,000) Dollars on a per claim/Five Million ($5,000,000) Dollars annual aggregate basis for Consultants whose cumulative construction value for all Board contracts is greater than Ten Million One ($10,000,001) Dollars.

The Consultant shall be required to maintain the practice policy in accordance with the above specifications for a period commencing with execution of this contract and terminating three years after final completion of said projects. Should additional projects or change orders be added that increase the cumulative construction value to another tier shown above, the Consultant will be required to show proof of coverage at the higher limit / aggregate. In addition, the Consultant shall provide information regarding the total claims against said practice policy on an annual basis for the term of the contract upon and terminating three years after final completion of the project (Claims/Loss history should be forwarded to the Risk Management Department), as The School Board of Broward County, Florida, deems appropriate.

The Professional Liability insurance must provide for all sums which the Consultant shall be legally obligated to pay as damages for claims arising out of or relating to the negligent services performed by the Consultant or any person employed or acting on the Consultant's behalf (including, but not limited to, Sub-Consultants) in connection with this Agreement. If the Owner, at its sole discretion, agrees that such coverage is not commercially reasonably available, the Owner may, at its discretion, authorize the Consultant to alter the coverage by substituting a lower aggregate or changing any other terms and conditions of the coverage (including but not limited to deductible amounts) based upon the scope of the project.

8.2.3 **Worker's Compensation Insurance:** The Consultant shall maintain Worker's Compensation Insurance in compliance with Chapter 440 of the Florida Statutes. The firm shall maintain Workers' Compensation Insurance for all of its employees connected with the provided services as described in this Agreement in accordance with Florida Statutory limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand ($500,000) Dollars per occurrence.

8.2.4 **General Liability Insurance:** The Consultant shall maintain General Liability Insurance, including Contractual Liability to cover the "Hold Harmless Agreement" set forth herein, with bodily injury limits of not less than One Million ($1,000,000) Dollars per occurrence combined single limit for bodily injury and property damage and not less than the Two Million ($2,000,000) General Aggregate such coverage shall apply separately to each project. The School Board of Broward County, Florida, its members, officers, employees, and agents shall be named as an additional insured under the General Liability policy.

ARTICLE 9 – GENERAL PROVISIONS

9.1 **Performance:**

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

9.1.2 **Task Orders:** The Owner will assign increments of Work to the Consultant via an Authorization to Proceed ("ATP") (Attachment 4) which will be completed for each project or service to which the Consultant is assigned. Each ATP, which includes forms for the Professional Services required, Project Schedule and Professional Fee, shall be completed by the Owner and Consultant evidencing the services, fees, time, etc. for that particular project and confirming that the terms and conditions of this Agreement apply. Each project assigned to the Consultant will be identified by the Owner's assigned project numbers.

9.1.3 **Time for Performance:** The Consultant agrees to start all work hereunder upon receipt of an Authorization to Proceed issued by the Chief Facilities and Construction Officer or his designee and to complete all work within the time stipulated in the Authorization to Proceed (Attachment 4 to this Agreement ("ATP")). The Consultant acknowledges that failure to perform timely may cause the Owner to sustain loss and damages and will be responsible for same. The Consultant agrees that Owner is entitled to recover no less than One Hundred Dollars ($100) per consecutive calendar day of unexcused delay caused by the Consultant's failure to comply with the times set forth in the fully executed ATP. Owner shall have the right to deduct such amounts from payments due and owing to the Consultant.

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

a result of or relating to delays on the Project. Time is of the essence with regard to the performance of this contract.

9.1.5 **Excess Funds:** Any party receiving funds paid by the School Board of Broward County, Florida under this Agreement agrees to promptly notify the School Board of Broward County, Florida of any funds erroneously received from the School Board of Broward County, Florida of upon the discovery of such erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, as amended, applicable at the time the erroneous payment or overpayment was made by the School Board of Broward County, Florida. The erroneous payment and/or overpayment will be promptly transmitted and returned to the School Board of Broward County, Florida with the maximum applicable interest permitted by Florida law.

9.2 **Termination of Agreement:**

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

9.2.2 The Consultant may only terminate this Agreement for a material breach of the Agreement by Owner, and only after Consultant has given the Owner ten (10) days written notice and opportunity to cure such breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, the Consultant is obligated to continue performance in accordance with the terms of this Agreement, unless instructed by the Owner to suspend or delay performance.

9.2.3 Owner may terminate this Agreement for cause, which shall include, but not be limited to, failure of Consultant to comply with any of its material obligations under this Agreement; a decrease in the projected, available Capital Outlay funds which renders continuation of the design or construction of the Project impossible or impractical; or conditions which arise that constitute Force Majeure under Article 9.2.6 of this Agreement. In such event, Consultant shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Consultant's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating this Agreement for cause, then it shall be deemed to be a termination for convenience pursuant to Article 9.2.1 above, and the Consultant's sole compensation shall be compensation in accordance with that paragraph. Whether or not this Agreement is so terminated, the Consultant shall be liable to Owner for any damage or loss resulting from such failure or violation by Consultant. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

9.2.4 **Annulment:** The Consultant warrants that no one has been employed or retained other than an employee working solely for the Consultant, to solicit or secure this Agreement; and that the Consultant has not paid, nor agreed to pay, any company or other person any fee, commission, gift, or other consideration contingent upon the making of this Agreement. For

breach or violation of this warranty, the Owner has the right to annul this Agreement without liability.

9.2.5 **Fixed Fees Exceeding $50,000:** For all Fixed Fees or other "lump-sum" fees for professional service Agreements over Fifty Thousand ($50,000) Dollars the Consultant shall execute a truth-in-negotiations certificate as in accordance with 287.055 and all required language set forth therein. Requirements of Florida Statute 287.055 (2004), as amended, are incorporated herein by reference.

9.2.6 **Force Majeure:** The Owner's or Consultant's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

9.2.7 **Termination of Scrutinized Companies or False Certification**: SBBC reserves the right to terminate this Agreement in accordance with Section 287.135(5), Florida Statues, if the other party is placed on the List of Scrutinized Companies that Boycott Israel or is engaged in a boycott of Israel; is on the List of Scrutinized Companies with Activities in Sudan; is on the List of Scrutinized Companies with Activities in the Iran Petroleum Energy Sector;

or has engaged in business operations in Cuba or Syria. SBBC also reserves the right to terminate this Agreement pursuant to Section 287.135(5), Florida Statues, if the other party is found to have submitted a false certification.

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

9.3.1 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Owner to Consultant pursuant to this Agreement. All costs which the consultant is unable to provide support or documentation to substantiate that it was incurred as represented by the original estimated breakdown of costs or found to be not in compliance with the provisions of this contract, shall be reimbursed to the Owner.

9.3.2 Owner's agent or its authorized representative shall have access to the Consultant's

facilities, shall have access to all necessary records, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

9.3.3 Consultant shall require all Sub-Consultants to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Consultant pursuant to this Agreement.

9.3.4 If an audit inspection or examination in accordance with this article discloses overcharges (of any nature) by the Consultant to the Owner in excess of $25,000, the actual cost of the Owner's audit shall be paid by the Consultant.

9.3.5 **Public Records:** The following provisions are required by Section 119.0701, Florida Statues, and may not be amended. Consultant shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Consultant shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Consultant does not transfer the public records to SBBC. Upon completion of the Agreement, Consultant shall transfer, at no cost, to SBBC all public records in possession of Consultant or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Consultant transfer all public records to SBBC upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(Continued on following page)

Custodian of Public Records
Requel Bell
600 SE 3 Avenue
Fort Lauderdale, FL 33312
754-321-1925
Requel.bell@browardschools.com

9.4 **Ownership of documents:**

9.4.1 The documents developed under this Agreement shall become and be the sole property of the Owner whether the Project for which they were developed is executed or not. The Consultant may maintain copies thereof for its records and for its future professional endeavors, although the Owner shall bear no liability or any responsibility whatsoever for such use of said documents by the Consultant.

9.4.2 In the event of the Consultant's termination under other provisions of this Agreement, the Owner shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

9.4.3 In the event Owner requests any such documents or materials referred to in this Article and Consultant fails to provide same as requested by Owner, then Consultant acknowledges that Owner will be irreparably harmed and subject to an injunction to provide same.

9.4.4 The Owner will not modify or distribute the documents, including electronic media versions, to third parties except for those purposes listed above without the expressed permission and consent of the Consultant. The Owner will delete any title blocks or other marks identifying the originating Consultant from any materials so distributed. The Owner will indemnify the Consultant against any claims that result from the modification of data and disks by the Owner.

9.5 **Electronic Media:** Where this Agreement or referenced provisions in the Contract require the Consultant to provide information or documents in either electronic or magnetic media, the preparation and format of that media shall conform to the Owner's "Electronic Media Submittal Requirements" which are incorporated as Attachment 3 to this Agreement for Open End Services.

9.6 **Attachments and References:**

9.6.1 **The following named attachments are made an integral part of this Agreement:**
Sample Professional Services Agreement (With Attachments).
Attachment 1: Scope of Work
Attachment 2: Consultant's Invoice Form, Design Professionals Reimbursable Form
Attachment 3: Electronic Media Submittal Requirements
Attachment 4: Authorization to Proceed (ATP) Form (one per project)
Professional Services Required page 1 of 3 (one per project)

Project Schedule-page 2 of 3 (one per project)
Professional fee- page 3 of 3 (one per project)

Attachment 5: List of Project Team Members (one per project)
Attachment 6: Document 00455 – Background Screening
Attachment 7: IRS Form W-9
Attachment 8: Truth In Negotiations Certificate
Attachment 9: ACH Payment Agreement Form
Attachment10 Conflict of Interest Form
Attachment11: Staff Rate Breakdown
Attachment12: FEMA Requirements
Attachment13: E -Builder Requirements

Online Documents: The following documents shall be downloaded by the Consultant and are considered as Attachments to this Contract:

Design Standards

http://www.broward.k12.fl.us/facilities_construction/DSS/DS_Docs/DesignStandards.htm

- Design Criteria
- Design and Material Standards - Division 1 thru Division 17
- Document Submittal Checklist for Plan Review

http://www.broward.k12.fl.us/constructioncontracts/D0docs.html

- Specifications – Division 0

State Requirements for Educational Facilities (SREF) latest edition

http://www.fldoe.org/edfacil/sref.asp

- F.I.S.H. layering system for AutoCAD: Note: the laying system is not posted online. It will need to be requested thru:

  Facility Planning and Real Estate
  600 SE 3rd Avenue
  Fort Lauderdale, FL 33312
  754-321-1932

9.7 Extent of Agreement:

9.7.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, written or oral.

9.7.2 This Agreement may not be amended, changed, modified, or otherwise altered after the execution hereof, except by resolution of Owner and an Agreement executed by Owner and

Consultant.

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

9.7.4 This Agreement shall be governed by the laws of the State of Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

9.8 **Strict Performance:** The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

9.9 **Prompt and Satisfactory Correction:** The Owner, at its sole discretion, may direct the Consultant, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation or ordinance.

9.10 **Successors and Assigns:**

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

9.10.2 The Consultant and the Owner each binds one another, their partners, successors, legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

9.11 **Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion:**

9.11.1 **Lower Tier Covered Transactions:** Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in ß 85.200, Debarment or Suspension, ß 85.201, Treatment of Title IV HEA participation, and ß85.215, Exception provision, debarment, or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a primary covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the following certification for it and its principals in any

proposal submitted in connection with such lower tier covered transactions.

9.11.2 Certification and Disclosure

1. The lower tier participant (Consultant) certifies, by entering this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the lower tier participant (Consultant) is unable to certify to any of the statements in this certification, such participant shall provide an explanation to the Owner.
3. The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the Owner shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the fees due and owing to the Consultant, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. (Ch. 287.055, F.S.)

9.12 Non-Discrimination, EEO, and ADAAA

9.12.1 Non-Discrimination – The School Board of Broward County, Florida prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.

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

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

9.13 Captions The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

9.14 **Authority Provision:** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all.

9.15 **Notice Provision** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for giving notice.

To SBBC:
Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to:
Office of the Chief Facilities Officer
600 SE 3 Avenue
Fort Lauderdale, FL 33312
Attn: Deborah G. Czubkowski
Chief Facilities Officer

With a Copy to:
Office of Procurement & Warehousing Services
7720 W Oakland Park Boulevard, Suite 323
Sunrise, FL 33351
Attn: Mary Coker
Director of Procurement & Warehousing Services

With a Copy to:
Office of Facilities and Construction
2301 NW 26th St
Fort Lauderdale, FL 33311
Attn: Sonja Coley
Director, Pre-Construction

And

AECOM, Inc., Owners Representative
2301 NW 26th St
Fort Lauderdale, FL 33311
Attn: Kathleen Langan
Program Director

To Consultant:
J Bonfill & Associates, Inc
7100 SW 99th Avenue Suite 104
Miami, FL 33173
Attn: Jacqueline Bonfill
President

9.16 **Excess Funds.** Any party receiving funds paid by The School Board of Broward County, Florida (SBBC) under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

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

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

ARTICLE 10 INCORPORATION OF RFQ INTO AGREEMENT

10.1 In addition to those Attachments and References identified and made part of this Agreement in Article 9.6.1, the provisions of **RFQ No. FY24-038 - Surveying Services** (the "RFQ") are hereby incorporated into this Agreement. In the event of conflict between the provisions contained in this Agreement and the RFQ, the more stringent provision shall prevail. If this Agreement is silent on an issue that is contained with the RFQ, the provisions of the RFQ shall be followed.

(Remainder of page intentionally left blank)

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

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Lori Alhadeff, Chair

ATTEST:

_____
Dr. Peter B. Licata,
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

(Remainder of page intentionally left blank)

FOR PROJECT CONSULTANT

(Corporate Seal)

J Bonfill and Associates, Inc

ATTEST:

By _____

[Print Name], [Print Authorized Title]

Jacqueline Bonfill, President

_____

David Gee , Secretary

-or-

_____

Witness

_____

Witness

STATE OF Florida)

)

COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 6th day of December, 2023, by Jacqueline Bonfill **[PRINT NAME OF SIGNOR ABOVE]** of **[PRINT FULL NAME OF FIRM]** on behalf of the corporation or agency.

He/she is personally known to me or produced as Identification and did/did not first take an oath.

My commission expires:

CATHERINE A. SMITH
Notary Public - State of Florida
Commission # HH 348479
My Comm. Expires Jan 24, 2027
Bonded through National Notary Assn.

(SEAL)

_____

Signature, Notary Public

Catherine A. Smith

Printed Name of Notary

HH 348479

Notary's Commission No.

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME this 6th day of December, 2023, appeared Jacqueline Bonfill, and,

_____ personally known to me to be the persons described in and who executed

the foregoing contract and acknowledge that he executed the same as his free act and deed for the purposes therein

expressed.

WITNESS my hand and official seal in the County and State last official this 6th day of

December, 2023.

Notary Public State of Florida

My Commission Expires: Jan 24, 2027

Catherine A Smith

CATHERINE A. SMITH
Notary Public - State of Florida
Commission # HH 348479
My Comm. Expires Jan 24, 2027
Bonded through National Notary Assn.

PROJECT SCOPE

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

Professionals Invoice Format

The School Board of Broward County, Florida requires submittal of the Design Professional's invoice on the district's standard invoice forms attached to a transmittal form or letter on the Design Professional's company letterhead. Include the information and attachments described below:

1. Letterhead Containing Firm Information
    A. Firm Name
    B. Address
    C. Telephone and FAX Numbers
    D. Consultant's Invoice Reference Number

2. Address Transmittal/Letter to:

    Office of Facilities and Construction
    The School Board of Broward County, Florida 3775
    SW 16th Street
    Fort Lauderdale, FL 33312
    Attention: Name of Project Manager

3. Ensure that Transmittal/Letter references the following information:
    A. Date of submittal.
    B. The Invoice Number for ATP Number (example: Invoice No. 01 for ATP No. 01).
    C. The School Board of Broward County's Purchase Order No.: (Which will be provided by the Facilities Project Manager at the beginning of the project.)
    D. Name of Facility (and Facility Number).
    E. Name of Project
    F. School Board Project Number

4. Ensure attachment of the following documents to the Transmittal/Letter:
    A. Design Professional's Invoice Form
    B. Design Professional's Reimbursable Invoice Form
    C. Copy of signature page (page 3 of 3) of the Design Professional's Authorization to Proceed.

The School Board of Broward County, Florida
Florida Facilities and Construction Management Department
3775 SW 16th Street Fort Lauderdale, FL 33312 (754) 321-1500

Design Professional (Name) Date:

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

Original Basic Fee	$
Current basic fee	$

INVOICE TOTALS:

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

BASIC FEE TOTALS:

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

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

The School Board of Broward County, Florida
Florida Facilities and Construction Management Department
3775 SW 16th Street Fort Lauderdale, FL 33312 (754) 321-1500

Design Professional's Reimbursable Invoice

Project No:
Project Title:
Design Professional's:
Remit to address:

Facility Name: Invoice No:
SBBC PO No.
ATP No.
Invoice From:
Project Manager:

Item No.	Date	Reimbursable Item	Amount
		Invoice Total	$

Receipts for each Item must be attached.

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

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

Electronic Media Requirements

All Work product for all projects, requires hard copies, electronic copies (PDF) and electronic original copies. The electronic media requirements are as listed below.

ELECTRONIC MEDIA

1.0 General Information

1.1 The School Board of Broward County, Florida contracts with one or more Internet bid advertising and distribution services. The Design Professional shall post the complete bid package to these services upon written notification by the Owner. The posted documents shall be read only documents and the file format shall be PDF.

2.0.1 Software Requirements

2.0.2 Word Processing
2.0.3 Provide word processing files in Microsoft Word for Windows compatible file formats including all information necessary for remote printing.

2.0.4 Spreadsheets
2.0.5 Provide spreadsheet files in Microsoft Excel for windows compatible file formats including all information necessary for remote printing.

2.0.6 Computer aided Design and Drafting
2.0.7 Provide all CADD files as AutoCAD 2010 files, Window's version.

3.0 CAD Standards

3.1 Standard plotted drawing size: 24-inch x 36 inch or 30 inch x 42 inch sheets.
3.1.1 All sheets within a set shall be the same size unless pre-approved otherwise. (for example, survey sheets)

3.2 Design Professional shall provide to the Owner the standard file naming Protocol they will be utilizing.

3.3 CAD File Layering
3.3.1 Conform to the most up to date guidelines defined by the American Institute of Architects (AIA) standard document, "CAD Layer Guidelines."

3.3.2 Provide the required Layering for the Florida Inventory of Schoolhouses (F.I.S.H.) documents.

3.3.1.1 The F.I.S.H. layering scheme is not available on-line. It can be requested through:

Facility Planning and Real Estate
600 SE 3rd Avenue, Fort Lauderdale, FL 33312 754-321-1932

3.3.3 Provide a separate list of all layers which do not conform to the standard AIA CAD Layer Guidelines or the FISH layering scheme.

3.4 No custom hatch patterns shall be utilized.

3.5 All symbols and blocks to have descriptive names.

4.0 Electronic Media Delivery Requirements
4.1 Transmittals shall include the following:

4.0.1 The Project Number, Project Title, and date
4.0.2 The Facility Name
4.0.3 The submittal type.
4.0.4 The format and version of the software.
4.0.5 An attached Listing of file names with the latest document publish dates.

4.1 All electronic media shall contain an attached label which shall identify 4.1.1, 4.1.2, and 4.1.3.

4.1.1 Document clean-up
4.1.2 Before a CADD file is placed on the delivery electronic digital media, the following procedures shall be performed:

4.1.2.1 Purge all files and remove all extraneous graphics outside the border area.

4.1.2.2 Make sure all reference files are attached without device path.

4.1.2.3 All required project files both graphic and nongraphic, shall include color tables, pen tables, font libraries, block libraries, user command files, plot files, etc. All project related blocks must be provided to the Owner as a part of the electronic digital deliverables.

4.1.2.4 Make sure that all support files such as those listed above are in the same directory and that references to those files do not include device Path.

4.2 The following Plot File Development and Project Documentation Information shall be submitted as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.

4.2.1 Documentation of the plot files for each drawing which will be needed to be able to allow identical plotting by the Owner at a later date. This documentation shall include the plotter configuration (e.g., name and model of plotter), pen settings, drawing orientation, drawing

size, and any other special instructions.

4.2.2 Instructions concerning how to generate plotted, drawings from the provided plot files.

4.2.3 Provide all symbols and blocks used in the project in a separate file.

4.3 List of all database/spreadsheet files associated with each drawing, as well as a description and documentation of the database format.

5.0 Ownership: Refer to Agreement for specific Owner and Design Professional's rights.

6.0 Documents for the Construction Contractor:

6.1 The Owner and the Design Professional shall make various electronic information available to the Contractor during the Construction phase of the Project.

7.0 Where electronic media submittals of final site surveys are required: Provide electronic copies of any existing site survey data already on electronic media.

8.0 At the Contractors option, the Design Professional will provide the Contractor one set of AutoCAD (.dwg) electronic file format contract drawings, to be used for as built drawings at the Contractor's option. Note that the Architect's name and information to be removed.

(Remainder of page intentionally left blank)

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, Florida 33311

PSA Attachment 4

Consultant's Authorization To Proceed

Project No.:		Date:	
Location No.:			
Project Title:		SBBC P.O. No.:	
		Line No.:	
Facility Name:		Project Manager:	
Project Consultant:		Dir. Capital Planning & Programming	

Under the provisions of your contract for professional services, you are hereby authorized to proceed with the following services for the project referenced above.

☐ Schematic Design ☐ Design Development ☐ Construction Documents
☐ Bidding ☐ Construction Contract Administration ☐ Warranty
☐ Other Services: Attached:

This Authorization to Proceed is subject to the following attachments:

Attachments:
☐ Professional Services Required
☐ Project Schedule
☐ Professional Fees
☐ Previous ATP's

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

Original FLCC	Current Cost Estimate	Revised FLCC by ATP

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

Item Discipline Description

Consultant's Authorization To Proceed (Continued)

Project Schedule

Project No. & Location No.: _____ Project Title: _____

Facility Name: _____
Project Consultant: _____

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

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

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, Florida 33311

PSA Attachment 4

Consultant's Authorization To Proceed (Continued)

Professional Fees

Project No. & Location No.: _____ Project Title: _____

Facility Name: _____
Project Consultant: _____

Phase	Original Basic Fee	Fee Authorized by ATP		Fee Previously Paid		Fee Balance	
I (SD) (5%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
II (DD) (10%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
III (CD) (35%/60%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
IV (BID) (65%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
V (CA) (98%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
VI (Warr) (100%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 1)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 2)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 3)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 4)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Total:	$ 0.00	$ 0.00		$ 0.00		$ 0.00	

Payment for these services shall be made In accordance with the provisions of the Professional Services Agreement.

Approved By Consultant				Approved By SBBC			
Name:				Name: Shelley N. Meloni			
Title:				Title: Director, Pre-Construction			
Signature:	_____	Date:	_____	Signature:	_____	Date	_____
Recommended By SBBC							
Name:							
Title: Project Manager, Owner's Representative							
Signature:	_____	Date:	_____	Signature:	_____	Date	_____

This document is part of the Professional Services Agreement between The School Board of Broward County, Florida (Owner) and the Design Professional and is incorporated by reference into the terms and conditions of that agreement.

Design and Professional Consulting Staff

Prime Firm:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351 **(754) 321-0505**

Document 00455: Background Screening of Contractual Personnel

Project No: RFQ24-038
Location No: To be determined (TBD)
Project Title: Continuing Contract for Surveying Services
Facility Name: TBD

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

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

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

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

STATE OF Florida

COUNTY OF Miami-Dade

Before me, the undersigned authority, personally appeared

Jacqueline Bonfill

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

1. Contractor Name: J Bonfill and Associates Inc

   Address: 7100 SW 99th Avenue Suite 104 Miami FL 33173

2. My relationship to the Contractor named in (1) above is: President
   (List relationship such as sole proprietor, partner, president, vice president, etc.)

3. Federal Employer Identification Number (FEIN) (or if entity has no FEIN, the social security number of the person signing this sworn statement) 65-0133546

TO BE COMPLETED AT THE TIME OF SUBMISSION OF POST-AWARD DOCUMENTS INDICATED IN DOCUMENT 00200. COMPLIANCE WITH SECTION 1012.465, FLORIDA STATUTES IS REQUIRED PRIOR TO ISSUANCE OF DOCUMENT 00550, NOTICE TO PROCEED.

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

BY: Jacqueline Bonfill **DATE:** 12-06-2023

NAME (Printed) Jacqueline Bonfill **TITLE:** President

Notarization

State of: Florida)

County of: Miami-Dade)

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

who is personally known to me or did produce:

an identification and who did take an oath.

Catherine A Smith

Notary Public: Catherine A. Smith

Commission Expires on: Jan 24, 2027

CATHERINE A. SMITH
Notary Public - State of Florida
Commission # HH 248479
My Comm. Expires Jan 24, 2027
Bonded through National Notary Assn.

Affix Seal

School Board of Broward County – Contractors & Vendors

Those who need to request entry badges to the Broward School Board Facilities need to go to http://www.broward.k12.fl.us/police/secclear.html and follow the instructions for Fieldprint registration and scheduling process.

Before processing your documentation, you need to have a signed contract or Purchase Order and a Vendor number; to obtain a Vendor number please call (754) 321-2374.

All vendors and contractors must provide the necessary information as soon as possible to Fieldprint. These documents can be found by selecting "Click Here for Forms and Other Necessary Information" hyperlink.

If you have any questions, please call Security Clearance Department at 754-321-2374.

(Remainder of page intentionally left blank)

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
J BONFILL AND ASSOCIATES INC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

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

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
7100 SW 99th Avenue Suite 104

Requester's name and address (optional)

City, state, and ZIP code
Miami, FL, 33173

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Jacqueline Bonfill

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
6 5 - 0 1 3 3 5 4 6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶ 12-06-2023

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Cat. No. 10231X Form **W-9** (Rev. 8-2013)

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

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

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

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be *identified on the "Name" line) is another LLC that is not disregarded for U.S.* federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. 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/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

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

The following codes identify payees that 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

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

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

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

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

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, 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.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

The School Board of Broward County, Florida

Professional Services Agreement

ATTACHMENT 8

Truth in Negotiations Certification

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

(Firm's Letterhead)

PROJECT NAME: Continuing Contract for Surveying Services

AMOUNT OF CONTRACT: To be determined

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)

J Bonfill and Associates Inc
FIRM: (Name exactly as listed on contract)

PRESIDENT: Jacqueline Bonfill

By: Jacqueline Bonfill

Reference: Florida Statutes 287.055

ACH Payment Agreement Form

VENDOR NAME: J Bonfill and Associates Inc

Authorization Agreement

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

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

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

Account Information

Name of Bank or Financial Institution: SouthState Bank

Branch/ State: Coral Gables - Alhambra Plaza, Florida

Routing No: 063114030

Account No: 8010001426207 Checking ☒ Savings ☐

VENDOR AREA:

Remittance Confirmation: (please select one) jackie@jbonfill.com Fax ☐ Email ☒

Federal Identification No. Vendor 65-0133546 TAX ID# ☒ SS# ☐

Update Purchase Order Fax & Email Address

Centralized Fax Number None Dept. _____

Centralized Email jackie@jbonfill.com Dept. _____

Centralized Phone No. 305-598-8383 Dept. _____

Signature

Authorized Signature (Primary) and Business title: Jacqueline Bonfill, President Date: 12-06-2023

Authorized Signature (Joint) and Business title: Marilyn Bonfill-Sarasola, Treasurer Date: 12-06-2023

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

This form must be returned to: SBBC – Purchasing – Data Strategy Group
7720 W. Oakland Park Blvd, Sunrise FL 33351 call: 754-321-0516 or fax # 754-321-0533

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered ___ Initials: _

The School Board of Broward County, Florida

RFQ # and NAME FY24-038

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

In accordance with the RFQ, each Proposer must disclose, in its RFQ, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee
Jacqueline Bonfill	President.	

Check one of the following and sign:

☒ I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.

☒ I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

Jacqueline Bonfill
Signature

J. Bonfill & Associates
Company Name

Jacqueline Bonfill
Name of Official

7100 SW 99th Ave Miami FL 33173
Business Address

City, State, Zip Code

TSSC
7720 W Oakland Park Blvd.
Sunrise, Florida 33351
(754) 321-0510

RFQ Number/Name	**FY24-038 - Continuing Contracts for Surveying Services**
Proposer's Company Name	**J Bonfill and Associates Inc**
Dated Submitted	**Wednesday, November 8, 2023**

Staff Rate Breakdown For Professional Services

Staff Classification	Maximum Raw Hourly Rate ($)	Multiplier	Total
J Bonfill and Associates Inc			
Principal In Charge	$82.00	2.87	$235.34
Senior Project Manager	$70.00	2.87	$200.90
Principal Professional Surveyor and Mapper	$70.00	2.87	$200.90
Project Manager	$50.00	2.90	$145.00
Professional Surveyor and Mapper	$50.00	2.87	$143.50
Senior Survey Technician	$45.00	2.87	$129.15
Survey Technician	$35.00	2.87	$100.45
CADD/Designer	$30.00	2.87	$86.10
Administrative Support	$25.00	2.87	$71.75
Survey Field Crew - Four (4) Persons	$114.44	2.87	$328.44
Survey Field Crew - Three (3) Persons	$95.00	2.87	$272.65
Survey Field Crew - Two (2) Persons	$75.00	2.87	$215.25
Field Crew Supervisor	$38.00	2.87	$109.06
Field Crew GPR - Three (3) Persons	$121.39	2.87	$348.39
Vac Truck (Test Holes) per hole (4 hole minimum)	$189.66	2.87	$544.32
Supplemental Services Multiplier			

Note 1: These rates will be set for the first three (3) years. Rate adjustments may be considered for additional year extensions (if applicable). Rate adjustments will be approved by the Office of Facilities & Construction's Director (Pre-Construction) with copy to the Purchasing Agent (Construction).
Note 2: Reimbursable expenses (a.k.a. allowances) should be direct costs with no mark-up.

FEMA REQUIREMENTS PSA Attachment 12

1. Added Terms and Conditions. The Awardee ("Consultant") shall incorporate the following FEMA terms and conditions into all construction and bid documents for projects subject to receipt of any grant, contract, loan, insurance, or guarantee involving federally assisted construction. Consultant shall itself comply with all terms and conditions which apply to the professional design services provided for such projects.

2. Compliance with Federal Law. Re2ulations and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

a. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excel of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

b. The contracts must also include a provision for compliance with the Copeland "Anti- Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal Entity must report all suspected or reported violations to the Federal awarding agency.

1. Contractor. The contractor shall comply with 18 U.S.C. 874, 40 U.S.C. 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

11. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate.

instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

c. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Consultant will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

11. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by this section.

111. Withholding for unpaid wages and liquidated damages. The School Board of Broward County, Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

1v. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in Articles I. i.e. through (4) of this section and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

d. Clean Air Act. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et. Seq.

The contractor agrees to report each violation to the School Board of Broward County and understands and agrees that the School Board of Broward County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

e. Federal Water Pollution Control Act. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The contractor agrees to report each violation to the School Board of Broward County and understands and agrees that the School Board of Broward County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

3. Recovered/Recycled Materials. In the performance of this contract, the contractor shall make maximum use of products containing recovered/recycled materials that are EPA- designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance; meeting contract performance requirements; or at a reasonable price. If such materials are not available, then materials used for the manufacture or construction of any supplies, materials or equipment covered by this project shall be new unless otherwise specified. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. If recovered/recycled materials are not available, the items bid must be new, the latest model, of the best quality and highest-grade workmanship as needed for the particular procurement.

If a proposed recovered/recycled material has been determined to be unsafe for children in the schools, then only new material shall be used.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website,

https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

4. Equal Employment Opportunity. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The following shall be incorporated into the Agreement for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(I) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a

part of such employee's essential job functions discloses the compensation of such other employees or applicants to individual who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontractor purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(Remainder of page intentionally left blank)

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subconsultants with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

5. Contract Work Hours and Safety Standards. Consultant and contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

6. Policies, Local, State and Federal Laws. Consultant and contractor agree to comply with all School Board Policies, local, state and federal laws, including, but not limited to, the federal Clean Air Act and Clean Water Act.

7. Energy Efficiency. Consultant and contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8. Rights to Inventions Made Under A Contract Or Agreement. Any invention developed during the performance of work under a federal award or grant shall provide for a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

9. Certification. Contractors applying or bidding for an award of $100,000 or more must file the required certification: Each tier ce1tifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. DHS Imagery. A contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

11. Access to Records. The contractor agrees to provide the School Board of Broward County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

a. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

b. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

c. In compliance with the Disaster Recovery Act of 2018, The School Board of Broward County, Florida and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

12. Changes. The cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of the applicable Federal grant or cooperative agreement, and reasonable for the completion of project scope.

13. Breach. A breach of any of the articles above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R.

14. Debarment and Suspension <Executive Orders 12549 and 12689). This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the School Board of Broward County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the School Board of Broward County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. Byrd Anti-Lobbying Amendment. Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

16. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

[End of FEMA REQUIREMENTS]

(Remainder of page intentionally left blank)

e-Builder. The Consultant shall use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Consultant and PC; pay applications/invoicing; requests for change orders; material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

a. Licenses shall be provided to Consultant to permit access and use of e- Builder for all projects awarded by Owner. Such licenses(s) shall be valid throughout the duration of the project(s).
b. Form Module. The e-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes All e-mailed communications.
c. Workflows. Any and all responses or required responses to an open Action Item or to an initiated Workflow process shall be input and managed through e-Builder Work Flow processes that will be executed through e-Builder include but are not limited to the procedures identified in the Professional Services Agreement - Continuing Contracts - Architectural.
d. Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi- weekly design meetings (while in design) weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, etc.) and other design and/or construction milestones and deadlines.
e. Meetings. Information to be submitted through e-Builder related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which must occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes template) and confirmation of actual meeting attendees.
f. Access to e-Builder and Licensing. Consultant shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employees(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder.

This information together with a request for licensing shall be sent to:
Atkins, Program Controls Support
(754) 321-01537, - ebuilderLicense@browardschools.com.

Upon receipt, review and acceptance of the request, access information and logins shall be provided to Consultant.

Training shall be coordinated, scheduled, and provided to those provided access and licenses by Atkins. Additional training may be provided based on availability.

[End of E-BUILDER REQUIREMENTS

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

THIS AGREEMENT, made this, 23rd day of January in the year 2024, by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA** (hereinafter called the "**Owner,**" "**SBBC**" and/or "**Board**"), and:

KCI TECHNOLOGIES, INC

Hereinafter, "**Consultant**," for various projects. It is agreed that this Agreement is an "Open End" Agreement in that the Owner will from time to time during the term of this Agreement require services from the Consultant on various different projects with estimated construction costs that do not exceed the limit set forth in Section 287.055(2)(g), Florida Statutes as amended from time to time. Rather than enter into separate agreements each time that is required, the Owner and Consultant shall enter into this Agreement. The terms and conditions of this Agreement shall govern each of the individual projects that the Consultant is hired to provide services for. Attached as **Attachment 1** to this Agreement is a general "Scope of Work for Surveying Services," which has been negotiated and agreed upon by all parties. The Owner will assign increments of Work to the Consultant via an Authorization to Proceed ("ATP"), Attachment 4, which will be completed for each project or service to which the Consultant is assigned. Each ATP, which includes forms for the Professional Services required, Project Schedule and Professional Fee, shall be completed by the Owner and Consultant evidencing the services, fees, time, etc. for that particular project and confirming that the terms and conditions of this Agreement apply. Each project assigned to the Consultant will be identified by the Owner's assigned project numbers. For each project, some or all of these Services will be part of the Scope of Work for that particular project. In addition, other services may be required.

The term of this Open-End Agreement commences on the date of this Agreement as set forth above. Unless extended pursuant to the terms of the Agreement, no new projects may be assigned under this Open-End Agreement upon expiration of the initial Three (3) year term of the Agreement. The total dollar amount for all fees to be paid to the Consultant for all projects pursuant to this Agreement may not exceed One hundred Thousand ($100,000) Dollars during the initial three (3) year term of the Agreement. The Agreement may be extended by two (2) additional, one-year periods with a limit increase of One Hundred Thousand ($100,000) Dollars per year of extension. The Owner and Consultant agree as follows:

(Remainder of page intentionally left blank)

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS
ARTICLE 2 CONSULTANT SERVICES AND RESPONSIBILITIES
ARTICLE 3 SUB-CONSULTANTS
ARTICLE 4 THE OWNER'S RESPONSIBILITIES
ARTICLE 5 BASIS OF COMPENSATION
ARTICLE 6 PAYMENTS TO THE CONSULTANT
ARTICLE 7 INDEMNIFICATION CLAUSE
ARTICLE 8 INSURANCE
ARTICLE 9 GENERAL PROVISIONS
ARTICLE 10 INCORPORATION OF DOCUMENTS INTO AGREEMENT

ATTACHMENTS C:

Attachment 1: Scope of Work
Attachment 2: Consultant's Invoice Form, Design Professional Reimbursement Form (Individual project invoices required)
Attachment 3: Electronic Media Submittal Requirements
Attachment 4: Authorization to Proceed (ATP) Form (one per project)
Professional Services Required – page 1 of 3 (one per project)
Project Schedule – page 2 of 3 (one per project)
Professional Fee – page 3 of 3 (one per project)
Attachment 5: List of Project Team Members (one per project)
Attachment 6: Document 00455 – Background Screening
Attachment 7: IRS Form W-9
Attachment 8: Truth in Negotiations Certificate
Attachment 9: ACH Payment Agreement Form
Attachment 10: Conflict of Interest Form
Attachment 11: Staff Rate Breakdown for Design Professional Services
Attachment 12: FEMA Requirements
Attachment 13: E-Builder Requirements

(Remainder of page intentionally left blank)

ARTICLE 1 – DEFINITIONS

1.1 **The Office of Facilities & Construction ("Office" or "OFC"):** The Owner's organizational entity which acts as liaison between the Consultant and Owner and provides day to day management and other professional services on the Owner's behalf. Various members of the Office of Facilities and Construction, acting as representatives of the Owner, will meet with the Consultant at periodic intervals throughout the preparation of the Contract Documents to assess the progress of the Work in accordance with approved schedules. Office personnel will also examine documents submitted by the Consultant, including invoices, and will promptly render decisions and/or recommendations pertaining thereto to avoid unreasonable delay in the progress of the Consultant's work. The Project Manager shall be principally responsible for direct communication to the Consultant and the Contractor.

1.2 **The Chief Facilities & Construction Officer, Office of Facilities & Construction:** An employee of The School Board of Broward County, Florida, who has the authority and responsibility for oversight and management of all projects for the Owner. Referred to hereinafter as the Chief Facilities & Construction Officer or Chief Facilities Officer.

1.3 **Authorization to Proceed (ATP):** A document in the form of Attachment 4 to this Agreement, accompanied by a fully executed Purchase Order, issued by the Owner to the Consultant, authorizing the performance of specific professional services and commencement of a Phase as defined in Article 2.1 through Article 2.8, and stating the time for completion and the amount of fee authorized for such services.

1.4 **Basic Services:** Those services defined in Attachment 1.

1.5 **Other Basic Services:** Those services defined in Attachment 1.

1.6 **Supplemental Services:** Those services defined in Attachment 1.

1.7 **Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered and licensed professionals who has entered into a contract with the Owner to provide professional Surveying services pursuant to the terms of this Agreement.

1.8 **Project Scope:** The activities necessary to respond to the Owner's requirements for the various projects, refer to Attachment 1.

1.9 **Project Budget:** The sum, established by the Owner, as available for the entire Project, including but not limited to the construction budget (Fixed Limit of Construction Cost ("FLCC")), land costs, costs of furniture, fixtures and equipment (FF&E), financing costs, compensation for all professional services, costs of Owner-furnished goods and services, contingency allowances and other similar established or estimated costs.

1.10 **Project Schedule:** The Owner's requirements for the progress of activities associated with the Project identified by milestones and required completion dates for Consultant services defined by this Agreement.

1.11 **The Contract Documents:** The Contract Documents as used herein refer to the Agreement

Form, Exhibits, Attachments, Educational Specifications, including any and all modifications thereto, issued before and after execution of the Contract and all Exhibits, attached thereto used by the Owner to establish a construction contract with the Contractor. These Contract Documents, and their requirements for the Consultant are incorporated by reference into this Agreement. Refer to Article 10 for the provisions of the RFQ incorporated into the Agreement.

1.12 **Contractor:** The individual, partnership, corporation, association, joint venture, or any combination thereof, who has entered into a contract with the Owner for construction of schools, administrative and support buildings, or various other types of facilities and incidents thereto.

1.13 **Program Manager:** AECOM The entity retained by the School Board of Broward County, Florida, to oversee the execution and delivery of the projects, and act as the Owner's Representative.

1.14 **Project Manager:** An employee of the District or Program Manager to manage the Project as a direct representative of the Owner.

1.15 **The Project:** The construction, alteration or repair, and all services and incidents thereto, comprising a facility as contemplated and budgeted by the Owner.

1.16 **Sub-Consultant:** A person or organization of properly registered and licensed professionals who have entered an agreement with the Consultant to provide professional Surveying services for the Project.

1.17 **Superintendent of Schools:** The duly appointed executive officer of the Owner authorized to act by and through the Owner, referred to hereinafter as the **Superintendent**.

1.18 **Fixed Limit of Construction Cost (FLCC):** The total dollar value of all costs to construct each project.

1.19 **Building Code Inspector (BCI):** A licensed employee or designee of The School Board of Broward County, Florida, who provides plan review and construction inspection for code compliance, and report non-compliant work to the Project Manager and Project Consultant.

1.20 **Value Engineering:** Value Engineering (VE) is the creative, organized process of analysis of a project as to cost and/or performance with a focus on analysis of the proposed facility (and its systems, assemblies, or components) and the elimination or modification of those features which add cost without contributing to that facility's required function or design value.

1.21 **Constructability:** Constructability is the creative, organized process of reviewing a project's drawings, specifications, and other project documentation with a goal of eliminating design, detailing, and specification problems which might render the construction contract documents unbuildable or requiring extensive Addenda or Change Orders to make them buildable.

1.22 **The Project Team:** The Owner, Program Manager, and the Consultant who work jointly

during the design, construction, and warranty phases.

1.23 **Substantial Completion:** The term Substantial Completion as used herein, shall mean that point at which all work associated with the Project, or contractually defined phase or portion of the Project, has received a fully executed Certificate of Occupancy (OEF 110B Form) or Certificate of Completion, whichever is applicable.

1.24 **Chief Building Official, Inspections and Code Compliance (CBO):** The officer or other designated authority charged with the administration and enforcement of all applicable codes, or a duly authorized representative.

1.25 **Design Criteria:** Owner design requirements for all architectural and engineering disciplines.

1.26 **Negotiated Unit Prices:** unit prices for professional services to be utilized during various phases of each project under this Agreement. The Consultant's proposal shall serve as the basis for Negotiated Unit Prices. Refer to Articles 5 and 6 for terms of compensation and payment.

ARTICLE 2 – CONSULTANT SERVICES AND RESPONSIBILITIES

2.1 **Consulting Services:** The Consulting Services are those set forth in the Professional Services Required form attached as Attachment 1 hereto and incorporated by reference. It should be noted that the Consulting Services may be some or all of those services listed on Attachment "1" to this Agreement, or other services designated by Owner.

2.2 **Standard of Care and Representations:**

2.2.1 Standard of Care: The Owner's engagement of the Consultant is based upon the Consultant's representations to the Owner that: (A) it is an organization of experienced professionals, authorized and licensed to do business in Florida; (B) the person responsible for performance pursuant to this Agreement is currently a registered Professional Architect or Engineer in the State of Florida; (C) it is qualified, willing and able to perform services for the Project; and that (D) it has the past experience and ability to provide services which will meet the Owner's objectives and requirements.

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

2.2.3 Any defective or deficient work furnished by the Consultant shall be promptly corrected by the Consultant at no cost to Owner, without limitations to other remedies or rights of Owner. Owner's approval, acceptance, or use of or payment for all or any part of Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations

or Owner's rights hereunder. The Consultant shall utilize the same personnel over the course of the Work and shall, if requested by the Owner, replace personnel whom the Owner has found to be incompetent or to whom the Owner otherwise reasonably objects.

2.2.4 All services provided by the Consultant shall: (A) be in accordance with all applicable codes, including but not limited to, Florida State Board of Education Regulations, Chapter 6A-2.010 (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities)("SREF"), the Florida Building Code ("FBC"), the Florida Fire Protection Code, the Americans With Disabilities Act (ADA), in effect at the time of execution of this Agreement, and its referenced codes and standards; Crime Prevention Through Environmental Design (CPTED) (Broward Sheriff's Office), and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes); (B) be provided for the benefit of the Owner and not for the benefit of any other party; and (C) include all Consultant services normally required for a project of this type as listed in the Scope of Work (Attachment 1 to this Agreement).

2.2.5 **Approval of Documents**: Owner's approval of or comments on any of the documents submitted to Owner by Consultant shall not be deemed the approval of or by another governmental authority having jurisdiction over the project and Consultant acknowledges that the aforesaid authorities may require modifications of any of the documents submitted by Consultant. Subject to Article 2, such modifications shall be made at no cost to Owner.

ARTICLE 3 – SUB-CONSULTANTS

3.1 Sub-Consultants' Relations:

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

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

3.2 **Proposed Sub-Consultants:**

3.2.1 The Consultant proposes to utilize the Sub-Consultants identified in Attachment 5 (List of Project Team Members)

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

3.2.3 The Consultant shall, not later than ten (10) days after the date of this Agreement, submit a list of contact information for Sub-Consultants which includes contact names, firm addresses, telephone and fax numbers and email addresses. Any future changes to Sub-Consultants must also be submitted no later than ten (10) days after the date the change was made.

ARTICLE 4 – THE OWNER'S RESPONSIBILITIES

4.1 **Information, Documents and Services:** The Owner shall consult with the Consultant and provide such information regarding requirements for the Project as are reasonably necessary for Consultant to perform its services.

4.2 **Owner Furnished Items:** When documents, services, or other materials furnished by the Owner for the Consultant's use are deemed by the Consultant as inappropriate, inaccurate, or otherwise unreasonable, the Consultant shall notify the Owner of its opinion immediately upon discovery of same. Owner will notify Consultant upon delivery of any inaccurate data provided to the Consultant. Failure of the Consultant to notify the Owner shall result in the Consultant being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, delays or other compensation related to the use of those Owner furnished materials.

4.3 **Project Management:**
The Director of Preconstruction: The Director of Preconstruction or designee shall act on behalf of the Owner in all matters pertaining to this Agreement and shall approve all Authorizations to Proceed to the Consultant and all invoices for payment to the Consultant.

ARTICLE 5 – BASIS OF COMPENSATION

5.1 **Professional Basic Service Fees ("Fee"):**

5.1.1 The Owner agrees to pay the Consultant, and the Consultant agrees to accept for services rendered pursuant to this Agreement, based upon a Cost Plus with a Guaranteed Maximum based on a Multiple of Direct Personnel Expenses as set forth in Attachment 11 based on the fee schedule as set forth in Attachment 4 attached hereto and incorporated by reference. If Owner and Consultant cannot mutually agree to a Cost Plus with a Guaranteed Maximum based on Direct Personnel Expense, the Owner may secure services from an independent source or from the Owner's resources.

5.2 Supplemental Fee:

5.2.1 The Fee listed above is based on the scope of services for a project of this scope, size, and complexity.

5.2.2 If the Owner authorizes an increase or decrease in the scope, size or complexity of the Project, the Fee will be adjusted as mutually agreed upon, in writing, by Owner and Consultant.

5.2.3 The Consultant may be authorized to perform Supplemental Services. The fee for such services will be based upon a Cost Plus with a Guaranteed Maximum based on a Multiple of Direct Personnel Expenses. Where a mutually agreeable Cost Plus with a Guaranteed Maximum based on Direct Personnel Expense cannot be arrived at, the Owner may secure services from an independent source or from the Owner's resources. The Consultant shall provide any information and/or copies of project documentation necessary to facilitate the provision of said supplemental services by others.

5.3 Multiple of Direct Salary Expense:

5.3.1 Where this Agreement or Attachments 4 hereto indicates a fee computed on the basis of a Multiple of Direct Salary Expense, such fee shall be based on a negotiated multiple of the Direct Personnel Expense as set forth in Attachment 11.

5.3.2 Should overtime work be necessary for work compensated by this fee method, the Consultant's authorization and compensation for such work shall be approved by the Chief Facilities & Construction Officer or his designee, in writing, and stated in Attachment 4 or other documents executed by Owner and Consultant.

5.4 **Direct Personnel Expense:** Direct Personnel Expense is defined as the salary rate, as determined from salaries reported to the Director of Internal Revenue, of the personnel engaged directly on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

5.5 Reimbursable Fees:

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

5.5.2 Authorized travel outside the areas of Dade, Broward and Palm Beach Counties, lodging and meals in connection with the Project (subject to the limitations imposed by Chapter 112.061, Florida Statutes); long distance communications (except for long distance charges for calls placed to others living outside the Consultant's local calling area), and fees paid for securing approval of authorities having jurisdiction over the work, reproductions, postage and handling of Drawings, Specifications and other documents, and, if authorized

in advance by the Owner, expense of overtime work requiring higher than regular rates.

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

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

ARTICLE 6 – PAYMENTS TO THE CONSULTANT

6.1 Payment for Basic Services and Supplemental Services:

6.1.1 Payments for Basic and Supplemental Services may be requested monthly (on the Owner's standard invoice format) in proportion to services performed during each portion of the work or other basis as set forth in the Schedules attached hereto and conforming to the attached Consultant's proposal for Attachment 1 – "Scope of Work". Owner in its sole discretion shall determine if the payment requested is in accordance with the proportion of the work performed.

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

Unit prices and hourly rates shall be administered in accordance with Attachment "11" as attached hereto. Actual hours shall be rounded off to the nearest fifteen (15) minute intervals.

Charges shown on Attachment "11" are for time of engineering technicians' portal to portal, spent in sampling, conducting field or laboratory tests or inspections, and tests not otherwise charged on unit price basis. Overtime, at the Owner's request, is for work before 7:00 AM and after 5:00 PM, over eight (8) hours per regular day, forty (40) hours per week, Saturday, Sunday and Holidays.

In the event the testing technician, through no fault of the technician or of the Consultant, is unable to conduct a test within thirty (30) minutes after the time scheduled for the test or within thirty (30) minutes of the technician's arrival on-site ready to conduct the test, whichever is later, the appropriate hourly technician rate from Attachment "11" shall apply to any excess time spent by the technician beyond the normally expectable amount of time for conducting such a test plus thirty (30) minutes. These charges shall be verified and documented between the Consultant and the Owner at the time of occurrence. This charge shall apply to concrete, soils, and any other test which is based on the unit prices described in Attachment "11".

6.1.2 No payments shall be due to Consultant unless and until all materials, forms and documents required by Owner have been provided by Consultant and its Sub-Consultant to Owner or others who are to receive same. The Owner retains the right to withhold payment from the Consultant for non-performance of the Consultant during any phase or portion of the Project.

6.1.3 The Consultant shall submit invoices in the Owner's required invoice format (Attachment 2) as provided.

6.1.4 All submitted invoices shall have copies of referenced Scope of Work and the Authorization to Proceed (ATP) attached.

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

6.1.6 The Consultant shall submit a monthly S/M/WBE Monthly Subcontractor Utilization Report with the monthly request for payment, on forms provided by the Owner.

6.2 Payment for Reimbursables:

6.2.1 Payment for Reimbursables may be requested monthly (on the Owner's standard invoice format, Attachment 2) based on actual costs.

6.2.2 Payments are due and payable within thirty (30) days from receipt of the Consultant's invoice.

6.3 Project Suspension:

6.3.1 If the Project is suspended for the convenience of the Owner for more than three (3) months or terminated in whole or in part during any Phase, the Consultant shall be paid for services authorized by an Authorization to Proceed which were performed prior to such suspension or termination, together with the cost of Reimbursable Services and expenses then due.

ARTICLE 7 - INDEMNIFICATION CLAUSE

7.1 Indemnification:

7.1.1 To the fullest extent permitted by law, the Project Consultant shall indemnify, and hold harmless the owner, its members, officers, employees and agents (hereinafter collectively "Related Parties") from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of this contract.

7.1.2 In any and all claims against the Owner by any employee of the Consultant, or anyone for whose acts the Consultant may be liable, the obligations for Consultant to indemnify Owner under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant under workman's compensation acts, disability acts, or other employee benefit acts.

7.1.3 In the event that any claims are brought, or actions filed against the Owner with respect to the indemnity contained herein, the Consultant agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. The Consultant agrees that the Owner may select the attorneys to appear and defend such claims or actions on behalf of the Owner. The Consultant further agrees to pay, at the sole expense of the Consultant, the attorney's fees and costs incurred by those attorneys selected by the Owner to appear and defend such claims or actions on behalf of the Owner. However, if the claims or actions are covered by insurance and such coverage is acknowledged by the insurance company in writing to the Owner, then, in that case, the insurance company shall choose counsel, direct the defense and be the judge of the acceptability of any compromise or settlement of any such claims or actions against the Owner which are within the insurance policy limits and are paid by the insurance company solely. Otherwise, if the claims or actions are not covered by insurance, then, at its sole option the Owner shall have the sole authority for the direction of the defense and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions asserted against the Owner.

ARTICLE 8 – INSURANCE

8.1 General Insurance Requirements:

8.1.1 The Consultant shall not start work under this Agreement until the Consultant has obtained all insurance required hereunder and such insurance has been approved by the Owner.

8.1.2 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this Agreement shall have an "A" rating, or better, and a financial rating of no less than VI in the current A.M. Best Manual OR hold a Moody's Investors Service Financial Strength of "Aa3" or better.

8.1.3 All insurance policies required under this Agreement shall be endorsed to be primary of all other valid and collectable coverages maintained by the Owner. The Owner shall be named as an additional insured under the General Liability policy, including Products Liability, shall include the Owner's Project number and full Project title (including applicable facility name) on the Certificate.

8.1.4 The Consultant shall furnish certificates of insurance to the Owner for review and approval at the time of execution of this Agreement and shall maintain same at all times during the term of this Agreement.

8.1.5 The Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO), unless approved by Owner and shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the Consultant. No material change or cancellation of the insurance shall be effective without a 30-day prior written notice to and approval by the Owner. All Certificates shall list the Owner's project number and full project title (including applicable facility name).

8.2 Insurance Required:

8.2.1 **Automobile Liability Insurance:** The Consultant shall maintain Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in amounts not less than $1,000,000 per occurrence for bodily injury and property damage combined single limit and shall not be less than the standard ISO Business Auto Policy CA 00 01.

8.2.2 **Professional Liability (Errors and Omissions)**: The Consultant shall procure Professional Liability Insurance in the manner described herein. The deductible shall not be more than Fifty Thousand ($50,000) Dollars for each policy and must be indicated on the certificate of insurance. The limits of the Professional Liability Insurance Policy shall be as follows:

8.2.2.1 Not used.

8.2.2.2 Projects require a practice policy with a per claim/annual aggregate in accordance with the specifications delineated below relative to the cumulative construction value of all projects:

.1 One Million ($1,000,000) Dollars on a per claim/One Million ($1,000,000) Dollars annual aggregate basis for Consultants whose cumulative construction value for all Board contracts is less than Five Million ($5,000,000) Dollars.

.2 One Million ($1,000,000) Dollars on a per claim/Three Million ($3,000,000) Dollars annual aggregate basis for Consultants whose cumulative construction value for all Board contracts is between Five Million One ($5,000,001) Dollars to Ten Million ($10,000,000) Dollars.

.3 One Million ($1,000,000) Dollars on a per claim/Five Million ($5,000,000) Dollars annual aggregate basis for Consultants whose cumulative construction value for all Board contracts is greater than Ten Million One ($10,000,001) Dollars.

The Consultant shall be required to maintain the practice policy in accordance with the above specifications for a period commencing with execution of this contract and terminating three years after final completion of said projects. Should additional projects or change orders be added that increase the cumulative construction value to another tier shown above, the Consultant will be required to show proof of coverage at the higher limit / aggregate. In addition, the Consultant shall provide information regarding the total claims against said practice policy on an annual basis for the term of the contract upon and terminating three years after final completion of the project (Claims/Loss history should be forwarded to the Risk Management Department), as The School Board of Broward County, Florida, deems appropriate.

The Professional Liability insurance must provide for all sums which the Consultant shall be legally obligated to pay as damages for claims arising out of or relating to the negligent services performed by the Consultant or any person employed or acting on the Consultant's behalf (including, but not limited to, Sub-Consultants) in connection with this Agreement. If the Owner, at its sole discretion, agrees that such coverage is not commercially reasonably available, the Owner may, at its discretion, authorize the Consultant to alter the coverage by substituting a lower aggregate or changing any other terms and conditions of the coverage (including but not limited to deductible amounts) based upon the scope of the project.

8.2.3 **Worker's Compensation Insurance:** The Consultant shall maintain Worker's Compensation Insurance in compliance with Chapter 440 of the Florida Statutes. The firm shall maintain Workers' Compensation Insurance for all of its employees connected with the provided services as described in this Agreement in accordance with Florida Statutory limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand ($500,000) Dollars per occurrence.

8.2.4 **General Liability Insurance:** The Consultant shall maintain General Liability Insurance, including Contractual Liability to cover the "Hold Harmless Agreement" set forth herein, with bodily injury limits of not less than One Million ($1,000,000) Dollars per occurrence combined single limit for bodily injury and property damage and not less than the Two Million ($2,000,000) General Aggregate such coverage shall apply separately to each project. The School Board of Broward County, Florida, its members, officers, employees, and agents shall be named as an additional insured under the General Liability policy.

ARTICLE 9 – GENERAL PROVISIONS

9.1 **Performance:**

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

9.1.2 **Task Orders:** The Owner will assign increments of Work to the Consultant via an Authorization to Proceed ("ATP") (Attachment 4) which will be completed for each project or service to which the Consultant is assigned. Each ATP, which includes forms for the Professional Services required, Project Schedule and Professional Fee, shall be completed by the Owner and Consultant evidencing the services, fees, time, etc. for that particular project and confirming that the terms and conditions of this Agreement apply. Each project assigned to the Consultant will be identified by the Owner's assigned project numbers.

9.1.3 **Time for Performance:** The Consultant agrees to start all work hereunder upon receipt of an Authorization to Proceed issued by the Chief Facilities and Construction Officer or his designee and to complete all work within the time stipulated in the Authorization to Proceed (Attachment 4 to this Agreement ("ATP")). The Consultant acknowledges that failure to perform timely may cause the Owner to sustain loss and damages and will be responsible for same. The Consultant agrees that Owner is entitled to recover no less than One Hundred Dollars ($100) per consecutive calendar day of unexcused delay caused by the Consultant's failure to comply with the times set forth in the fully executed ATP. Owner shall have the right to deduct such amounts from payments due and owing to the Consultant.

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

a result of or relating to delays on the Project. Time is of the essence with regard to the performance of this contract.

9.1.5 **Excess Funds:** Any party receiving funds paid by the School Board of Broward County, Florida under this Agreement agrees to promptly notify the School Board of Broward County, Florida of any funds erroneously received from the School Board of Broward County, Florida of upon the discovery of such erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, as amended, applicable at the time the erroneous payment or overpayment was made by the School Board of Broward County, Florida. The erroneous payment and/or overpayment will be promptly transmitted and returned to the School Board of Broward County, Florida with the maximum applicable interest permitted by Florida law.

9.2 **Termination of Agreement:**

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

9.2.2 The Consultant may only terminate this Agreement for a material breach of the Agreement by Owner, and only after Consultant has given the Owner ten (10) days written notice and opportunity to cure such breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, the Consultant is obligated to continue performance in accordance with the terms of this Agreement, unless instructed by the Owner to suspend or delay performance.

9.2.3 Owner may terminate this Agreement for cause, which shall include, but not be limited to, failure of Consultant to comply with any of its material obligations under this Agreement; a decrease in the projected, available Capital Outlay funds which renders continuation of the design or construction of the Project impossible or impractical; or conditions which arise that constitute Force Majeure under Article 9.2.6 of this Agreement. In such event, Consultant shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Consultant's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating this Agreement for cause, then it shall be deemed to be a termination for convenience pursuant to Article 9.2.1 above, and the Consultant's sole compensation shall be compensation in accordance with that paragraph. Whether or not this Agreement is so terminated, the Consultant shall be liable to Owner for any damage or loss resulting from such failure or violation by Consultant. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

9.2.4 **Annulment:** The Consultant warrants that no one has been employed or retained other than an employee working solely for the Consultant, to solicit or secure this Agreement; and that the Consultant has not paid, nor agreed to pay, any company or other person any fee, commission, gift, or other consideration contingent upon the making of this Agreement. For

breach or violation of this warranty, the Owner has the right to annul this Agreement without liability.

9.2.5 **Fixed Fees Exceeding $50,000:** For all Fixed Fees or other "lump-sum" fees for professional service Agreements over Fifty Thousand ($50,000) Dollars the Consultant shall execute a truth-in-negotiations certificate as in accordance with 287.055 and all required language set forth therein. Requirements of Florida Statute 287.055 (2004), as amended, are incorporated herein by reference.

9.2.6 **Force Majeure:** The Owner's or Consultant's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

9.2.7 **Termination of Scrutinized Companies or False Certification**: SBBC reserves the right to terminate this Agreement in accordance with Section 287.135(5), Florida Statues, if the other party is placed on the List of Scrutinized Companies that Boycott Israel or is engaged in a boycott of Israel; is on the List of Scrutinized Companies with Activities in Sudan; is on the List of Scrutinized Companies with Activities in the Iran Petroleum Energy Sector;

or has engaged in business operations in Cuba or Syria. SBBC also reserves the right to terminate this Agreement pursuant to Section 287.135(5), Florida Statues, if the other party is found to have submitted a false certification.

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

9.3.1 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Owner to Consultant pursuant to this Agreement. All costs which the consultant is unable to provide support or documentation to substantiate that it was incurred as represented by the original estimated breakdown of costs or found to be not in compliance with the provisions of this contract, shall be reimbursed to the Owner.

9.3.2 Owner's agent or its authorized representative shall have access to the Consultant's

facilities, shall have access to all necessary records, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

9.3.3 Consultant shall require all Sub-Consultants to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Consultant pursuant to this Agreement.

9.3.4 If an audit inspection or examination in accordance with this article discloses overcharges (of any nature) by the Consultant to the Owner in excess of $25,000, the actual cost of the Owner's audit shall be paid by the Consultant.

9.3.5 **Public Records:** The following provisions are required by Section 119.0701, Florida Statues, and may not be amended. Consultant shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Consultant shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Consultant does not transfer the public records to SBBC. Upon completion of the Agreement, Consultant shall transfer, at no cost, to SBBC all public records in possession of Consultant or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Consultant transfer all public records to SBBC upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(Continued on following page)

Custodian of Public Records
Requel Bell
600 SE 3 Avenue
Fort Lauderdale, FL 33312
754-321-1925
Requel.bell@browardschools.com

9.4 **Ownership of documents:**

9.4.1 The documents developed under this Agreement shall become and be the sole property of the Owner whether the Project for which they were developed is executed or not. The Consultant may maintain copies thereof for its records and for its future professional endeavors, although the Owner shall bear no liability or any responsibility whatsoever for such use of said documents by the Consultant.

9.4.2 In the event of the Consultant's termination under other provisions of this Agreement, the Owner shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

9.4.3 In the event Owner requests any such documents or materials referred to in this Article and Consultant fails to provide same as requested by Owner, then Consultant acknowledges that Owner will be irreparably harmed and subject to an injunction to provide same.

9.4.4 The Owner will not modify or distribute the documents, including electronic media versions, to third parties except for those purposes listed above without the expressed permission and consent of the Consultant. The Owner will delete any title blocks or other marks identifying the originating Consultant from any materials so distributed. The Owner will indemnify the Consultant against any claims that result from the modification of data and disks by the Owner.

9.5 **Electronic Media:** Where this Agreement or referenced provisions in the Contract require the Consultant to provide information or documents in either electronic or magnetic media, the preparation and format of that media shall conform to the Owner's "Electronic Media Submittal Requirements" which are incorporated as Attachment 3 to this Agreement for Open End Services.

9.6 **Attachments and References:**

9.6.1 **The following named attachments are made an integral part of this Agreement:**
Sample Professional Services Agreement (With Attachments).
Attachment 1: Scope of Work
Attachment 2: Consultant's Invoice Form, Design Professionals Reimbursable Form
Attachment 3: Electronic Media Submittal Requirements
Attachment 4: Authorization to Proceed (ATP) Form (one per project)
Professional Services Required page 1 of 3 (one per project)

Project Schedule-page 2 of 3 (one per project)
Professional fee- page 3 of 3 (one per project)

Attachment 5: List of Project Team Members (one per project)
Attachment 6: Document 00455 – Background Screening
Attachment 7: IRS Form W-9
Attachment 8: Truth In Negotiations Certificate
Attachment 9: ACH Payment Agreement Form
Attachment10 Conflict of Interest Form
Attachment11: Staff Rate Breakdown
Attachment12: FEMA Requirements
Attachment13: E -Builder Requirements

Online Documents: The following documents shall be downloaded by the Consultant and are considered as Attachments to this Contract:

Design Standards

http://www.broward.k12.fl.us/facilities_construction/DSS/DS_Docs/DesignStandards.htm

- Design Criteria
- Design and Material Standards - Division 1 thru Division 17
- Document Submittal Checklist for Plan Review

http://www.broward.k12.fl.us/constructioncontracts/D0docs.html

- Specifications – Division 0

State Requirements for Educational Facilities (SREF) latest edition

http://www.fldoe.org/edfacil/sref.asp

- F.I.S.H. layering system for AutoCAD: Note: the laying system is not posted online. It will need to be requested thru:

  Facility Planning and Real Estate
  600 SE 3rd Avenue
  Fort Lauderdale, FL 33312
  754-321-1932

9.7 Extent of Agreement:

9.7.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, written or oral.

9.7.2 This Agreement may not be amended, changed, modified, or otherwise altered after the execution hereof, except by resolution of Owner and an Agreement executed by Owner and

Consultant.

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

9.7.4 This Agreement shall be governed by the laws of the State of Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

9.8 **Strict Performance:** The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

9.9 **Prompt and Satisfactory Correction:** The Owner, at its sole discretion, may direct the Consultant, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation or ordinance.

9.10 **Successors and Assigns:**

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

9.10.2 The Consultant and the Owner each binds one another, their partners, successors, legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

9.11 **Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion:**

9.11.1 **Lower Tier Covered Transactions:** Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in ß 85.200, Debarment or Suspension, ß 85.201, Treatment of Title IV HEA participation, and ß85.215, Exception provision, debarment, or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a primary covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the following certification for it and its principals in any

proposal submitted in connection with such lower tier covered transactions.

9.11.2 Certification and Disclosure

1. The lower tier participant (Consultant) certifies, by entering this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the lower tier participant (Consultant) is unable to certify to any of the statements in this certification, such participant shall provide an explanation to the Owner.
3. The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the Owner shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the fees due and owing to the Consultant, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. (Ch. 287.055, F.S.)

9.12 Non-Discrimination, EEO, and ADAAA

9.12.1 Non-Discrimination – The School Board of Broward County, Florida prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.

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

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

9.13 Captions The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

9.14 **Authority Provision:** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all.

9.15 **Notice Provision** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for giving notice.

To SBBC:
Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to:
Office of the Chief Facilities Officer
600 SE 3 Avenue
Fort Lauderdale, FL 33312
Attn: Deborah G. Czubkowski
Chief Facilities Officer

With a Copy to:
Office of Procurement & Warehousing Services
7720 W Oakland Park Boulevard, Suite 323
Sunrise, FL 33351
Attn: Mary Coker
Director of Procurement & Warehousing Services

With a Copy to:
Office of Facilities and Construction
2301 NW 26th St
Fort Lauderdale, FL 33311
Attn: Sonja Coley
Director, Pre-Construction

And

AECOM, Inc., Owners Representative
2301 NW 26th St
Fort Lauderdale, FL 33311
Attn: Kathleen Langan
Program Director

To Consultant:
KCI Technologies, Inc
1425 W. Cypress Creek Road, Suite 101
Fort Lauderdale, FL 33309
Attn: Benjamin Hoyle
Vice President/Regional Practice Leader

9.16 **Excess Funds.** Any party receiving funds paid by The School Board of Broward County, Florida (SBBC) under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

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

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

ARTICLE 10 INCORPORATION OF RFQ INTO AGREEMENT

10.1 In addition to those Attachments and References identified and made part of this Agreement in Article 9.6.1, the provisions of **RFQ No. FY24-038 - Surveying Services** (the "RFQ") are hereby incorporated into this Agreement. In the event of conflict between the provisions contained in this Agreement and the RFQ, the more stringent provision shall prevail. If this Agreement is silent on an issue that is contained with the RFQ, the provisions of the RFQ shall be followed.

(Remainder of page intentionally left blank)

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

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Lori Alhadeff, Chair

ATTEST:

_____
Dr. Peter B. Licata,
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

(Remainder of page intentionally left blank)

FOR PROJECT CONSULTANT

(Corporate Seal)

ATTEST:

KCI TECHNOLOGIES, INC. CORPORATE SEAL 1989 DELAWARE

_____, Secretary

KCI Technologies, Inc

By _____
Bruce Reed, RLA, VP, Regional Practice Leader

-or-

_____
Witness

_____
Witness

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 8th day of December, 2023, by **Bruce Reed** of **KCI Technologies, Inc.** on behalf of the corporation or agency.

He/she is personally known to me or produced as Identification and did/did not first take an oath.

My commission expires: May 10, 2026

_____
Signature, Notary Public

NOTARY PUBLIC STATE OF FLORIDA
JOI-PHYLE HALLEM
Commission # HH 247353
Expires May 10, 2026

Joi-Phyle Hallem
Printed Name of Notary

(SEAL)

HH 247353
Notary's Commission No.

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME this 8th day of December, 2023, appeared Bruce Reed

_____ personally known to me to be the persons described in and who executed

the foregoing contract and acknowledge that he executed the same as his free act and deed for the purposes therein

expressed.

WITNESS my hand and official seal in the County and State last official this 8th day of

December, ~~201~~ 2023.

Notary Public State of Florida Joi-Phyle Hallem

My Commission Expires:
May 10, 2026

NOTARY PUBLIC STATE OF FLORIDA

JOI-PHYLE HALLEM
Commission # HH 247353
Expires May 10, 2026

PROJECT SCOPE

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

Professionals Invoice Format

The School Board of Broward County, Florida requires submittal of the Design Professional's invoice on the district's standard invoice forms attached to a transmittal form or letter on the Design Professional's company letterhead. Include the information and attachments described below:

1. Letterhead Containing Firm Information
    A. Firm Name
    B. Address
    C. Telephone and FAX Numbers
    D. Consultant's Invoice Reference Number

2. Address Transmittal/Letter to:

    Office of Facilities and Construction
    The School Board of Broward County, Florida 3775
    SW 16th Street
    Fort Lauderdale, FL 33312
    Attention: Name of Project Manager

3. Ensure that Transmittal/Letter references the following information:
    A. Date of submittal.
    B. The Invoice Number for ATP Number (example: Invoice No. 01 for ATP No. 01).
    C. The School Board of Broward County's Purchase Order No.: (Which will be provided by the Facilities Project Manager at the beginning of the project.)
    D. Name of Facility (and Facility Number).
    E. Name of Project
    F. School Board Project Number

4. Ensure attachment of the following documents to the Transmittal/Letter:
    A. Design Professional's Invoice Form
    B. Design Professional's Reimbursable Invoice Form
    C. Copy of signature page (page 3 of 3) of the Design Professional's Authorization to Proceed.

The School Board of Broward County, Florida
Florida Facilities and Construction Management Department
3775 SW 16th Street Fort Lauderdale, FL 33312 (754) 321-1500

Design Professional (Name) Date:

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

Original Basic Fee	$
Current basic fee	$

INVOICE TOTALS:

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

BASIC FEE TOTALS:

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

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

The School Board of Broward County, Florida
Florida Facilities and Construction Management Department
3775 SW 16th Street Fort Lauderdale, FL 33312 (754) 321-1500

Design Professional's Reimbursable Invoice

Project No:
Project Title:
Design Professional's:
Remit to address:

Facility Name: Invoice No:
SBBC PO No.
ATP No.
Invoice From:
Project Manager:

Item No.	Date	Reimbursable Item	Amount
		Invoice Total	$

Receipts for each Item must be attached.

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

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

Electronic Media Requirements

All Work product for all projects, requires hard copies, electronic copies (PDF) and electronic original copies. The electronic media requirements are as listed below.

ELECTRONIC MEDIA

1.0 General Information

1.1 The School Board of Broward County, Florida contracts with one or more Internet bid advertising and distribution services. The Design Professional shall post the complete bid package to these services upon written notification by the Owner. The posted documents shall be read only documents and the file format shall be PDF.

2.0.1 Software Requirements

2.0.2 Word Processing
2.0.3 Provide word processing files in Microsoft Word for Windows compatible file formats including all information necessary for remote printing.

2.0.4 Spreadsheets
2.0.5 Provide spreadsheet files in Microsoft Excel for windows compatible file formats including all information necessary for remote printing.

2.0.6 Computer aided Design and Drafting
2.0.7 Provide all CADD files as AutoCAD 2010 files, Window's version.

3.0 CAD Standards

3.1 Standard plotted drawing size: 24-inch x 36 inch or 30 inch x 42 inch sheets.
3.1.1 All sheets within a set shall be the same size unless pre-approved otherwise. (for example, survey sheets)

3.2 Design Professional shall provide to the Owner the standard file naming Protocol they will be utilizing.

3.3 CAD File Layering
3.3.1 Conform to the most up to date guidelines defined by the American Institute of Architects (AIA) standard document, "CAD Layer Guidelines."

3.3.2 Provide the required Layering for the Florida Inventory of Schoolhouses (F.I.S.H.) documents.

3.3.1.1 The F.I.S.H. layering scheme is not available on-line. It can be requested through:

Facility Planning and Real Estate
600 SE 3rd Avenue, Fort Lauderdale, FL 33312 754-321-1932

3.3.3 Provide a separate list of all layers which do not conform to the standard AIA CAD Layer Guidelines or the FISH layering scheme.

3.4 No custom hatch patterns shall be utilized.

3.5 All symbols and blocks to have descriptive names.

4.0 Electronic Media Delivery Requirements
4.1 Transmittals shall include the following:

4.0.1 The Project Number, Project Title, and date
4.0.2 The Facility Name
4.0.3 The submittal type.
4.0.4 The format and version of the software.
4.0.5 An attached Listing of file names with the latest document publish dates.

4.1 All electronic media shall contain an attached label which shall identify 4.1.1, 4.1.2, and 4.1.3.

4.1.1 Document clean-up
4.1.2 Before a CADD file is placed on the delivery electronic digital media, the following procedures shall be performed:

4.1.2.1 Purge all files and remove all extraneous graphics outside the border area.

4.1.2.2 Make sure all reference files are attached without device path.

4.1.2.3 All required project files both graphic and nongraphic, shall include color tables, pen tables, font libraries, block libraries, user command files, plot files, etc. All project related blocks must be provided to the Owner as a part of the electronic digital deliverables.

4.1.2.4 Make sure that all support files such as those listed above are in the same directory and that references to those files do not include device Path.

4.2 The following Plot File Development and Project Documentation Information shall be submitted as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.

4.2.1 Documentation of the plot files for each drawing which will be needed to be able to allow identical plotting by the Owner at a later date. This documentation shall include the plotter configuration (e.g., name and model of plotter), pen settings, drawing orientation, drawing

size, and any other special instructions.

4.2.2 Instructions concerning how to generate plotted, drawings from the provided plot files.

4.2.3 Provide all symbols and blocks used in the project in a separate file.

4.3 List of all database/spreadsheet files associated with each drawing, as well as a description and documentation of the database format.

5.0 Ownership: Refer to Agreement for specific Owner and Design Professional's rights.

6.0 Documents for the Construction Contractor:

6.1 The Owner and the Design Professional shall make various electronic information available to the Contractor during the Construction phase of the Project.

7.0 Where electronic media submittals of final site surveys are required: Provide electronic copies of any existing site survey data already on electronic media.

8.0 At the Contractors option, the Design Professional will provide the Contractor one set of AutoCAD (.dwg) electronic file format contract drawings, to be used for as built drawings at the Contractor's option. Note that the Architect's name and information to be removed.

(Remainder of page intentionally left blank)

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, Florida 33311

PSA Attachment 4

Consultant's Authorization To Proceed

Project No.:		Date:	
Location No.:			
Project Title:		SBBC P.O. No.:	
		Line No.:	
Facility Name:		Project Manager:	
Project Consultant:		Dir. Capital Planning & Programming	

Under the provisions of your contract for professional services, you are hereby authorized to proceed with the following services for the project referenced above.

☐ Schematic Design ☐ Design Development ☐ Construction Documents
☐ Bidding ☐ Construction Contract Administration ☐ Warranty
☐ Other Services: Attached:

This Authorization to Proceed is subject to the following attachments:

Attachments:
☐ Professional Services Required
☐ Project Schedule
☐ Professional Fees
☐ Previous ATP's

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

Original FLCC	Current Cost Estimate	Revised FLCC by ATP

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

Item Discipline Description

Consultant's Authorization To Proceed (Continued)

Project Schedule

Project No. & Location No.: _____ Project Title: _____

Facility Name: _____
Project Consultant: _____

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

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

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, Florida 33311

PSA Attachment 4

Consultant's Authorization To Proceed (Continued)

Professional Fees

Project No. & Location No.: _____ Project Title: _____

Facility Name: _____
Project Consultant: _____

Phase	Original Basic Fee	Fee Authorized by ATP		Fee Previously Paid		Fee Balance	
I (SD) (5%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
II (DD) (10%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
III (CD) (35%/60%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
IV (BID) (65%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
V (CA) (98%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
VI (Warr) (100%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 1)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 2)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 3)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 4)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Total:	$ 0.00	$ 0.00		$ 0.00		$ 0.00	

Payment for these services shall be made In accordance with the provisions of the Professional Services Agreement.

Approved By Consultant				Approved By SBBC			
Name:				Name: Shelley N. Meloni			
Title:				Title: Director, Pre-Construction			
Signature:	_____	Date:	_____	Signature:	_____	Date	_____
Recommended By SBBC							
Name:							
Title: Project Manager, Owner's Representative							
Signature:	_____	Date:	_____	Signature:	_____	Date	_____

This document is part of the Professional Services Agreement between The School Board of Broward County, Florida (Owner) and the Design Professional and is incorporated by reference into the terms and conditions of that agreement.

Design and Professional Consulting Staff

Prime Firm:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351 **(754) 321-0505**

Document 00455: Background Screening of Contractual Personnel

Project No:
Location No:
Project Title:
Facility Name:

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

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

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

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

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared

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

1. Contractor Name: _____

   Address: _____

2. My relationship to the Contractor named in (1) above is: _____
   (List relationship such as sole proprietor, partner, president, vice president, etc.)

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

TO BE COMPLETED AT THE TIME OF SUBMISSION OF POST-AWARD DOCUMENTS INDICATED IN DOCUMENT 00200. COMPLIANCE WITH SECTION 1012.465, FLORIDA STATUTES IS REQUIRED PRIOR TO ISSUANCE OF DOCUMENT 00550, NOTICE TO PROCEED.

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

BY: _____ **DATE:** _____

NAME (Printed) _____ **TITLE:** _____

Notarization

State of: _____)

County of: _____)

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

_____

who is personally known to me or did produce:

_____

an identification and who did take an oath.

Notary Public: _____ **Affix Seal**

Commission Expires on: _____

School Board of Broward County – Contractors & Vendors

Those who need to request entry badges to the Broward School Board Facilities need to go to http://www.broward.k12.fl.us/police/secclear.html and follow the instructions for Fieldprint registration and scheduling process.

Before processing your documentation, you need to have a signed contract or Purchase Order and a Vendor number; to obtain a Vendor number please call (754) 321-2374.

All vendors and contractors must provide the necessary information as soon as possible to Fieldprint. These documents can be found by selecting "Click Here for Forms and Other Necessary Information" hyperlink.

If you have any questions, please call Security Clearance Department at 754-321-2374.

(Remainder of page intentionally left blank)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

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

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

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

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

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

Requester's name and address (optional)

6 City, state, and ZIP code
Sparks, MD 21152

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
5 2 – 1 6 0 4 3 8 6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person ▶** **Date ▶** 1/6/23

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

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

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

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be *identified on the "Name" line) is another LLC that is not disregarded for U.S.* federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. 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/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

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

The following codes identify payees that 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

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

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

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

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

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, 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.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

The School Board of Broward County, Florida

Professional Services Agreement

ATTACHMENT 8

Truth in Negotiations Certification

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

(Firm's Letterhead)

PROJECT NAME:

AMOUNT OF CONTRACT:

CERTIFICATE OF TRUTH IN NEGOTIATION

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

PROJECT NAME (S)

Are accurate, complete and current as of

(Day), (Month) (Year)

FIRM: (Name exactly as listed on contract)

PRESIDENT:

By: _____

Reference: Florida Statutes 287.055

ACH Payment Agreement Form

VENDOR NAME: _____

Authorization Agreement

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

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

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

Account Information

Name of Bank or Financial Institution: _____

Branch/ State: _____

Routing No: _____

Account No: _____ Checking ☐ Savings ☐

VENDOR AREA:

Remittance Confirmation: (please select one) _____ Fax ☐ Email ☐

Federal Identification No. Vendor _____ TAX ID# ☐ SS# ☐

Update Purchase Order Fax & Email Address

Centralized Fax Number _____ Dept. _____

Centralized Email _____ Dept. _____

Centralized Phone No. _____ Dept. _____

Signature

Authorized Signature (Primary) and Business title: _____ Date: _____

Authorized Signature (Joint) and Business title: _____ Date: _____

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

This form must be returned to: SBBC – Purchasing – Data Strategy Group
7720 W. Oakland Park Blvd, Sunrise FL 33351 call: 754-321-0516 or fax # 754-321-0533

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered ___ Initials: _

The School Board of Broward County, Florida

RFQ # and NAME FY24-038

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

In accordance with the RFQ, each Proposer must disclose, in its RFQ, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee

Check one of the following and sign:

☑ I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

Signature

KCI Technologies Inc
Company Name

Benjamin Hoyle
Name of Official

1425 W Cypress Creek Road
Business Address

Fort Lauderdale, FL, 33309
City, State, Zip Code

RFQ Number/Name	**FY24-038 - Continuing Contracts for Surveying Services**
Proposer's Company Name	**KCI Technologies, Inc.**
Dated Submitted	**Wednesday, November 8, 2023**

Staff Rate Breakdown For Professional Services

Staff Classification	Maximum Raw Hourly Rate ($)	Multiplier	Total
KCI Technologies, Inc.			
Regional Practice Leader/Principle	$82.00	2.90	$237.80
Practice Leader/Project Manager	$70.00	2.90	$203.00
Project Surveyor	$50.00	2.90	$145.00
Professional Land Surveyor	$65.00	2.90	$188.50
Survey Field Crew (2-person)	$70.00	2.90	$203.00
Survey Field Crew (3-person)	$85.00	2.90	$246.50
3D Laser Scanning Survey Crew w/scanner	$100.00	2.90	$290.00
LiDAR Specialist	$50.00	2.90	$145.00
Survey Technician	$38.00	2.90	$110.20
Field Crew Supervisor	$38.00	2.90	$110.20
Project Assistant	$28.00	2.90	$81.20
UAS/Drone Pilot	$45.00	2.90	$130.50
Senior SUE Technician	$52.00	2.90	$150.80
SUE Designating Crew (2-person)	$70.00	2.90	$203.00
SUE Designating 3-man Crew (3-person)	$92.00	2.90	$266.80
SUE GPR 2-man Crew	$98.00	2.90	$284.20
SUE GPR 3-man Crew	$116.00	2.90	$336.40
SUE Vacuum Excavation Crew (2-person) *Rate only valid with a 4-hole minimum	$118.00	2.90	$342.20
SUE Vacuum Excavation Crew (3-person) *Rate only valid with a 4-hole minimum	$136.00	2.90	$394.40
Certified Arborist	$45.00	2.90	$130.50

TSSC
7720 W Oakland Park Blvd.
Sunrise, Florida 33351
(754) 321-0510

Subconsultant Firm **Not Applicable**			
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
Supplemental Services Multiplier	$2.90		

Note 1: These rates will be set for the first three (3) years. Rate adjustments may be considered for additional year extensions (if applicable). Rate adjustments will be approved by the Office of Facilities & Construction's Director (Pre-Construction) with copy to the Purchasing Agent (Construction).
Note 2: Reimbursable expenses (a.k.a. allowances) should be direct costs with no mark-up.

FEMA REQUIREMENTS PSA Attachment 12

1. Added Terms and Conditions. The Awardee ("Consultant") shall incorporate the following FEMA terms and conditions into all construction and bid documents for projects subject to receipt of any grant, contract, loan, insurance, or guarantee involving federally assisted construction. Consultant shall itself comply with all terms and conditions which apply to the professional design services provided for such projects.

2. Compliance with Federal Law. Re2ulations and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

a. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excel of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

b. The contracts must also include a provision for compliance with the Copeland "Anti- Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal Entity must report all suspected or reported violations to the Federal awarding agency.

1. Contractor. The contractor shall comply with 18 U.S.C. 874, 40 U.S.C. 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

11. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate.

instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

c. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Consultant will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

11. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by this section.

111. Withholding for unpaid wages and liquidated damages. The School Board of Broward County, Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

1v. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in Articles I. i.e. through (4) of this section and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

d. Clean Air Act. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et. Seq.

The contractor agrees to report each violation to the School Board of Broward County and understands and agrees that the School Board of Broward County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

e. Federal Water Pollution Control Act. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The contractor agrees to report each violation to the School Board of Broward County and understands and agrees that the School Board of Broward County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

3. Recovered/Recycled Materials. In the performance of this contract, the contractor shall make maximum use of products containing recovered/recycled materials that are EPA- designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance; meeting contract performance requirements; or at a reasonable price. If such materials are not available, then materials used for the manufacture or construction of any supplies, materials or equipment covered by this project shall be new unless otherwise specified. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. If recovered/recycled materials are not available, the items bid must be new, the latest model, of the best quality and highest-grade workmanship as needed for the particular procurement.

If a proposed recovered/recycled material has been determined to be unsafe for children in the schools, then only new material shall be used.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website,

https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

4. Equal Employment Opportunity. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The following shall be incorporated into the Agreement for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(I) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a

part of such employee's essential job functions discloses the compensation of such other employees or applicants to individual who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontractor purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(Remainder of page intentionally left blank)

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subconsultants with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

5. Contract Work Hours and Safety Standards. Consultant and contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

6. Policies, Local, State and Federal Laws. Consultant and contractor agree to comply with all School Board Policies, local, state and federal laws, including, but not limited to, the federal Clean Air Act and Clean Water Act.

7. Energy Efficiency. Consultant and contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8. Rights to Inventions Made Under A Contract Or Agreement. Any invention developed during the performance of work under a federal award or grant shall provide for a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

9. Certification. Contractors applying or bidding for an award of $100,000 or more must file the required certification: Each tier ce1tifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. DHS Imagery. A contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

11. Access to Records. The contractor agrees to provide the School Board of Broward County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

a. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

b. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

c. In compliance with the Disaster Recovery Act of 2018, The School Board of Broward County, Florida and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

12. Changes. The cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of the applicable Federal grant or cooperative agreement, and reasonable for the completion of project scope.

13. Breach. A breach of any of the articles above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R.

14. Debarment and Suspension <Executive Orders 12549 and 12689). This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the School Board of Broward County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the School Board of Broward County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. Byrd Anti-Lobbying Amendment. Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

16. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

[End of FEMA REQUIREMENTS]

(Remainder of page intentionally left blank)

e-Builder. The Consultant shall use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Consultant and PC; pay applications/invoicing; requests for change orders; material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

a. Licenses shall be provided to Consultant to permit access and use of e- Builder for all projects awarded by Owner. Such licenses(s) shall be valid throughout the duration of the project(s).
b. Form Module. The e-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes All e-mailed communications.
c. Workflows. Any and all responses or required responses to an open Action Item or to an initiated Workflow process shall be input and managed through e-Builder Work Flow processes that will be executed through e-Builder include but are not limited to the procedures identified in the Professional Services Agreement - Continuing Contracts - Architectural.
d. Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi- weekly design meetings (while in design) weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, etc.) and other design and/or construction milestones and deadlines.
e. Meetings. Information to be submitted through e-Builder related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which must occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes template) and confirmation of actual meeting attendees.
f. Access to e-Builder and Licensing. Consultant shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employees(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder.

This information together with a request for licensing shall be sent to:
Atkins, Program Controls Support
(754) 321-01537, - ebuilderLicense@browardschools.com.

Upon receipt, review and acceptance of the request, access information and logins shall be provided to Consultant.

Training shall be coordinated, scheduled, and provided to those provided access and licenses by Atkins. Additional training may be provided based on availability.

[End of E-BUILDER REQUIREMENTS

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

THIS AGREEMENT, made this, 23rd day of January in the year 2024, by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA** (hereinafter called the "**Owner,**" "**SBBC**" and/or "**Board**"), and:

MILLER, LEGG AND ASSOCIATES, INC

Hereinafter, "**Consultant**," for various projects. It is agreed that this Agreement is an "Open End" Agreement in that the Owner will from time to time during the term of this Agreement require services from the Consultant on various different projects with estimated construction costs that do not exceed the limit set forth in Section 287.055(2)(g), Florida Statutes as amended from time to time. Rather than enter into separate agreements each time that is required, the Owner and Consultant shall enter into this Agreement. The terms and conditions of this Agreement shall govern each of the individual projects that the Consultant is hired to provide services for. Attached as **Attachment 1** to this Agreement is a general "Scope of Work for Surveying Services," which has been negotiated and agreed upon by all parties. The Owner will assign increments of Work to the Consultant via an Authorization to Proceed ("ATP"), Attachment 4, which will be completed for each project or service to which the Consultant is assigned. Each ATP, which includes forms for the Professional Services required, Project Schedule and Professional Fee, shall be completed by the Owner and Consultant evidencing the services, fees, time, etc. for that particular project and confirming that the terms and conditions of this Agreement apply. Each project assigned to the Consultant will be identified by the Owner's assigned project numbers. For each project, some or all of these Services will be part of the Scope of Work for that particular project. In addition, other services may be required.

The term of this Open-End Agreement commences on the date of this Agreement as set forth above. Unless extended pursuant to the terms of the Agreement, no new projects may be assigned under this Open-End Agreement upon expiration of the initial Three (3) year term of the Agreement. The total dollar amount for all fees to be paid to the Consultant for all projects pursuant to this Agreement may not exceed One hundred Thousand ($100,000) Dollars during the initial three (3) year term of the Agreement. The Agreement may be extended by two (2) additional, one-year periods with a limit increase of One Hundred Thousand ($100,000) Dollars per year of extension. The Owner and Consultant agree as follows:

(Remainder of page intentionally left blank)

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS
ARTICLE 2 CONSULTANT SERVICES AND RESPONSIBILITIES
ARTICLE 3 SUB-CONSULTANTS
ARTICLE 4 THE OWNER'S RESPONSIBILITIES
ARTICLE 5 BASIS OF COMPENSATION
ARTICLE 6 PAYMENTS TO THE CONSULTANT
ARTICLE 7 INDEMNIFICATION CLAUSE
ARTICLE 8 INSURANCE
ARTICLE 9 GENERAL PROVISIONS
ARTICLE 10 INCORPORATION OF DOCUMENTS INTO AGREEMENT

ATTACHMENTS C:

Attachment 1: Scope of Work
Attachment 2: Consultant's Invoice Form, Design Professional Reimbursement Form (Individual project invoices required)
Attachment 3: Electronic Media Submittal Requirements
Attachment 4: Authorization to Proceed (ATP) Form (one per project)
Professional Services Required – page 1 of 3 (one per project)
Project Schedule – page 2 of 3 (one per project)
Professional Fee – page 3 of 3 (one per project)
Attachment 5: List of Project Team Members (one per project)
Attachment 6: Document 00455 – Background Screening
Attachment 7: IRS Form W-9
Attachment 8: Truth in Negotiations Certificate
Attachment 9: ACH Payment Agreement Form
Attachment 10: Conflict of Interest Form
Attachment 11: Staff Rate Breakdown for Design Professional Services
Attachment 12: FEMA Requirements
Attachment 13: E-Builder Requirements

(Remainder of page intentionally left blank)

ARTICLE 1 – DEFINITIONS

1.1 **The Office of Facilities & Construction ("Office" or "OFC"):** The Owner's organizational entity which acts as liaison between the Consultant and Owner and provides day to day management and other professional services on the Owner's behalf. Various members of the Office of Facilities and Construction, acting as representatives of the Owner, will meet with the Consultant at periodic intervals throughout the preparation of the Contract Documents to assess the progress of the Work in accordance with approved schedules. Office personnel will also examine documents submitted by the Consultant, including invoices, and will promptly render decisions and/or recommendations pertaining thereto to avoid unreasonable delay in the progress of the Consultant's work. The Project Manager shall be principally responsible for direct communication to the Consultant and the Contractor.

1.2 **The Chief Facilities & Construction Officer, Office of Facilities & Construction:** An employee of The School Board of Broward County, Florida, who has the authority and responsibility for oversight and management of all projects for the Owner. Referred to hereinafter as the Chief Facilities & Construction Officer or Chief Facilities Officer.

1.3 **Authorization to Proceed (ATP):** A document in the form of Attachment 4 to this Agreement, accompanied by a fully executed Purchase Order, issued by the Owner to the Consultant, authorizing the performance of specific professional services and commencement of a Phase as defined in Article 2.1 through Article 2.8, and stating the time for completion and the amount of fee authorized for such services.

1.4 **Basic Services:** Those services defined in Attachment 1.

1.5 **Other Basic Services:** Those services defined in Attachment 1.

1.6 **Supplemental Services:** Those services defined in Attachment 1.

1.7 **Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered and licensed professionals who has entered into a contract with the Owner to provide professional Surveying services pursuant to the terms of this Agreement.

1.8 **Project Scope:** The activities necessary to respond to the Owner's requirements for the various projects, refer to Attachment 1.

1.9 **Project Budget:** The sum, established by the Owner, as available for the entire Project, including but not limited to the construction budget (Fixed Limit of Construction Cost ("FLCC")), land costs, costs of furniture, fixtures and equipment (FF&E), financing costs, compensation for all professional services, costs of Owner-furnished goods and services, contingency allowances and other similar established or estimated costs.

1.10 **Project Schedule:** The Owner's requirements for the progress of activities associated with the Project identified by milestones and required completion dates for Consultant services defined by this Agreement.

1.11 **The Contract Documents:** The Contract Documents as used herein refer to the Agreement

Form, Exhibits, Attachments, Educational Specifications, including any and all modifications thereto, issued before and after execution of the Contract and all Exhibits, attached thereto used by the Owner to establish a construction contract with the Contractor. These Contract Documents, and their requirements for the Consultant are incorporated by reference into this Agreement. Refer to Article 10 for the provisions of the RFQ incorporated into the Agreement.

1.12 **Contractor:** The individual, partnership, corporation, association, joint venture, or any combination thereof, who has entered into a contract with the Owner for construction of schools, administrative and support buildings, or various other types of facilities and incidents thereto.

1.13 **Program Manager:** AECOM The entity retained by the School Board of Broward County, Florida, to oversee the execution and delivery of the projects, and act as the Owner's Representative.

1.14 **Project Manager:** An employee of the District or Program Manager to manage the Project as a direct representative of the Owner.

1.15 **The Project:** The construction, alteration or repair, and all services and incidents thereto, comprising a facility as contemplated and budgeted by the Owner.

1.16 **Sub-Consultant:** A person or organization of properly registered and licensed professionals who have entered an agreement with the Consultant to provide professional Surveying services for the Project.

1.17 **Superintendent of Schools:** The duly appointed executive officer of the Owner authorized to act by and through the Owner, referred to hereinafter as the **Superintendent**.

1.18 **Fixed Limit of Construction Cost (FLCC):** The total dollar value of all costs to construct each project.

1.19 **Building Code Inspector (BCI):** A licensed employee or designee of The School Board of Broward County, Florida, who provides plan review and construction inspection for code compliance, and report non-compliant work to the Project Manager and Project Consultant.

1.20 **Value Engineering:** Value Engineering (VE) is the creative, organized process of analysis of a project as to cost and/or performance with a focus on analysis of the proposed facility (and its systems, assemblies, or components) and the elimination or modification of those features which add cost without contributing to that facility's required function or design value.

1.21 **Constructability:** Constructability is the creative, organized process of reviewing a project's drawings, specifications, and other project documentation with a goal of eliminating design, detailing, and specification problems which might render the construction contract documents unbuildable or requiring extensive Addenda or Change Orders to make them buildable.

1.22 **The Project Team:** The Owner, Program Manager, and the Consultant who work jointly

during the design, construction, and warranty phases.

1.23 **Substantial Completion:** The term Substantial Completion as used herein, shall mean that point at which all work associated with the Project, or contractually defined phase or portion of the Project, has received a fully executed Certificate of Occupancy (OEF 110B Form) or Certificate of Completion, whichever is applicable.

1.24 **Chief Building Official, Inspections and Code Compliance (CBO):** The officer or other designated authority charged with the administration and enforcement of all applicable codes, or a duly authorized representative.

1.25 **Design Criteria:** Owner design requirements for all architectural and engineering disciplines.

1.26 **Negotiated Unit Prices:** unit prices for professional services to be utilized during various phases of each project under this Agreement. The Consultant's proposal shall serve as the basis for Negotiated Unit Prices. Refer to Articles 5 and 6 for terms of compensation and payment.

ARTICLE 2 – CONSULTANT SERVICES AND RESPONSIBILITIES

2.1 **Consulting Services:** The Consulting Services are those set forth in the Professional Services Required form attached as Attachment 1 hereto and incorporated by reference. It should be noted that the Consulting Services may be some or all of those services listed on Attachment "1" to this Agreement, or other services designated by Owner.

2.2 **Standard of Care and Representations:**

2.2.1 Standard of Care: The Owner's engagement of the Consultant is based upon the Consultant's representations to the Owner that: (A) it is an organization of experienced professionals, authorized and licensed to do business in Florida; (B) the person responsible for performance pursuant to this Agreement is currently a registered Professional Architect or Engineer in the State of Florida; (C) it is qualified, willing and able to perform services for the Project; and that (D) it has the past experience and ability to provide services which will meet the Owner's objectives and requirements.

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

2.2.3 Any defective or deficient work furnished by the Consultant shall be promptly corrected by the Consultant at no cost to Owner, without limitations to other remedies or rights of Owner. Owner's approval, acceptance, or use of or payment for all or any part of Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations

or Owner's rights hereunder. The Consultant shall utilize the same personnel over the course of the Work and shall, if requested by the Owner, replace personnel whom the Owner has found to be incompetent or to whom the Owner otherwise reasonably objects.

2.2.4 All services provided by the Consultant shall: (A) be in accordance with all applicable codes, including but not limited to, Florida State Board of Education Regulations, Chapter 6A-2.010 (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities)("SREF"), the Florida Building Code ("FBC"), the Florida Fire Protection Code, the Americans With Disabilities Act (ADA), in effect at the time of execution of this Agreement, and its referenced codes and standards; Crime Prevention Through Environmental Design (CPTED) (Broward Sheriff's Office), and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes); (B) be provided for the benefit of the Owner and not for the benefit of any other party; and (C) include all Consultant services normally required for a project of this type as listed in the Scope of Work (Attachment 1 to this Agreement).

2.2.5 **Approval of Documents**: Owner's approval of or comments on any of the documents submitted to Owner by Consultant shall not be deemed the approval of or by another governmental authority having jurisdiction over the project and Consultant acknowledges that the aforesaid authorities may require modifications of any of the documents submitted by Consultant. Subject to Article 2, such modifications shall be made at no cost to Owner.

ARTICLE 3 – SUB-CONSULTANTS

3.1 **Sub-Consultants' Relations:**

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

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

3.2 **Proposed Sub-Consultants:**

3.2.1 The Consultant proposes to utilize the Sub-Consultants identified in Attachment 5 (List of Project Team Members)

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

3.2.3 The Consultant shall, not later than ten (10) days after the date of this Agreement, submit a list of contact information for Sub-Consultants which includes contact names, firm addresses, telephone and fax numbers and email addresses. Any future changes to Sub-Consultants must also be submitted no later than ten (10) days after the date the change was made.

ARTICLE 4 – THE OWNER'S RESPONSIBILITIES

4.1 **Information, Documents and Services:** The Owner shall consult with the Consultant and provide such information regarding requirements for the Project as are reasonably necessary for Consultant to perform its services.

4.2 **Owner Furnished Items:** When documents, services, or other materials furnished by the Owner for the Consultant's use are deemed by the Consultant as inappropriate, inaccurate, or otherwise unreasonable, the Consultant shall notify the Owner of its opinion immediately upon discovery of same. Owner will notify Consultant upon delivery of any inaccurate data provided to the Consultant. Failure of the Consultant to notify the Owner shall result in the Consultant being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, delays or other compensation related to the use of those Owner furnished materials.

4.3 **Project Management:**
The Director of Preconstruction: The Director of Preconstruction or designee shall act on behalf of the Owner in all matters pertaining to this Agreement and shall approve all Authorizations to Proceed to the Consultant and all invoices for payment to the Consultant.

ARTICLE 5 – BASIS OF COMPENSATION

5.1 **Professional Basic Service Fees ("Fee"):**

5.1.1 The Owner agrees to pay the Consultant, and the Consultant agrees to accept for services rendered pursuant to this Agreement, based upon a Cost Plus with a Guaranteed Maximum based on a Multiple of Direct Personnel Expenses as set forth in Attachment 11 based on the fee schedule as set forth in Attachment 4 attached hereto and incorporated by reference. If Owner and Consultant cannot mutually agree to a Cost Plus with a Guaranteed Maximum based on Direct Personnel Expense, the Owner may secure services from an independent source or from the Owner's resources.

5.2 **Supplemental Fee:**

5.2.1 The Fee listed above is based on the scope of services for a project of this scope, size, and complexity.

5.2.2 If the Owner authorizes an increase or decrease in the scope, size or complexity of the Project, the Fee will be adjusted as mutually agreed upon, in writing, by Owner and Consultant.

5.2.3 The Consultant may be authorized to perform Supplemental Services. The fee for such services will be based upon a Cost Plus with a Guaranteed Maximum based on a Multiple of Direct Personnel Expenses. Where a mutually agreeable Cost Plus with a Guaranteed Maximum based on Direct Personnel Expense cannot be arrived at, the Owner may secure services from an independent source or from the Owner's resources. The Consultant shall provide any information and/or copies of project documentation necessary to facilitate the provision of said supplemental services by others.

5.3 **Multiple of Direct Salary Expense:**

5.3.1 Where this Agreement or Attachments 4 hereto indicates a fee computed on the basis of a Multiple of Direct Salary Expense, such fee shall be based on a negotiated multiple of the Direct Personnel Expense as set forth in Attachment 11.

5.3.2 Should overtime work be necessary for work compensated by this fee method, the Consultant's authorization and compensation for such work shall be approved by the Chief Facilities & Construction Officer or his designee, in writing, and stated in Attachment 4 or other documents executed by Owner and Consultant.

5.4 **Direct Personnel Expense:** Direct Personnel Expense is defined as the salary rate, as determined from salaries reported to the Director of Internal Revenue, of the personnel engaged directly on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

5.5 **Reimbursable Fees:**

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

5.5.2 Authorized travel outside the areas of Dade, Broward and Palm Beach Counties, lodging and meals in connection with the Project (subject to the limitations imposed by Chapter 112.061, Florida Statutes); long distance communications (except for long distance charges for calls placed to others living outside the Consultant's local calling area), and fees paid for securing approval of authorities having jurisdiction over the work, reproductions, postage and handling of Drawings, Specifications and other documents, and, if authorized

in advance by the Owner, expense of overtime work requiring higher than regular rates.

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

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

ARTICLE 6 – PAYMENTS TO THE CONSULTANT

6.1 Payment for Basic Services and Supplemental Services:

6.1.1 Payments for Basic and Supplemental Services may be requested monthly (on the Owner's standard invoice format) in proportion to services performed during each portion of the work or other basis as set forth in the Schedules attached hereto and conforming to the attached Consultant's proposal for Attachment 1 – "Scope of Work". Owner in its sole discretion shall determine if the payment requested is in accordance with the proportion of the work performed.

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

Unit prices and hourly rates shall be administered in accordance with Attachment "11" as attached hereto. Actual hours shall be rounded off to the nearest fifteen (15) minute intervals.

Charges shown on Attachment "11" are for time of engineering technicians' portal to portal, spent in sampling, conducting field or laboratory tests or inspections, and tests not otherwise charged on unit price basis. Overtime, at the Owner's request, is for work before 7:00 AM and after 5:00 PM, over eight (8) hours per regular day, forty (40) hours per week, Saturday, Sunday and Holidays.

In the event the testing technician, through no fault of the technician or of the Consultant, is unable to conduct a test within thirty (30) minutes after the time scheduled for the test or within thirty (30) minutes of the technician's arrival on-site ready to conduct the test, whichever is later, the appropriate hourly technician rate from Attachment "11" shall apply to any excess time spent by the technician beyond the normally expectable amount of time for conducting such a test plus thirty (30) minutes. These charges shall be verified and documented between the Consultant and the Owner at the time of occurrence. This charge shall apply to concrete, soils, and any other test which is based on the unit prices described in Attachment "11".

6.1.2 No payments shall be due to Consultant unless and until all materials, forms and documents required by Owner have been provided by Consultant and its Sub-Consultant to Owner or others who are to receive same. The Owner retains the right to withhold payment from the Consultant for non-performance of the Consultant during any phase or portion of the Project.

6.1.3 The Consultant shall submit invoices in the Owner's required invoice format (Attachment 2) as provided.

6.1.4 All submitted invoices shall have copies of referenced Scope of Work and the Authorization to Proceed (ATP) attached.

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

6.1.6 The Consultant shall submit a monthly S/M/WBE Monthly Subcontractor Utilization Report with the monthly request for payment, on forms provided by the Owner.

6.2 **Payment for Reimbursables:**

6.2.1 Payment for Reimbursables may be requested monthly (on the Owner's standard invoice format, Attachment 2) based on actual costs.

6.2.2 Payments are due and payable within thirty (30) days from receipt of the Consultant's invoice.

6.3 **Project Suspension:**

6.3.1 If the Project is suspended for the convenience of the Owner for more than three (3) months or terminated in whole or in part during any Phase, the Consultant shall be paid for services authorized by an Authorization to Proceed which were performed prior to such suspension or termination, together with the cost of Reimbursable Services and expenses then due.

ARTICLE 7 - INDEMNIFICATION CLAUSE

7.1 **Indemnification:**

7.1.1 To the fullest extent permitted by law, the Project Consultant shall indemnify, and hold harmless the owner, its members, officers, employees and agents (hereinafter collectively "Related Parties") from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of this contract.

7.1.2 In any and all claims against the Owner by any employee of the Consultant, or anyone for whose acts the Consultant may be liable, the obligations for Consultant to indemnify Owner under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant under workman's compensation acts, disability acts, or other employee benefit acts.

7.1.3 In the event that any claims are brought, or actions filed against the Owner with respect to the indemnity contained herein, the Consultant agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. The Consultant agrees that the Owner may select the attorneys to appear and defend such claims or actions on behalf of the Owner. The Consultant further agrees to pay, at the sole expense of the Consultant, the attorney's fees and costs incurred by those attorneys selected by the Owner to appear and defend such claims or actions on behalf of the Owner. However, if the claims or actions are covered by insurance and such coverage is acknowledged by the insurance company in writing to the Owner, then, in that case, the insurance company shall choose counsel, direct the defense and be the judge of the acceptability of any compromise or settlement of any such claims or actions against the Owner which are within the insurance policy limits and are paid by the insurance company solely. Otherwise, if the claims or actions are not covered by insurance, then, at its sole option the Owner shall have the sole authority for the direction of the defense and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions asserted against the Owner.

ARTICLE 8 – INSURANCE

8.1 General Insurance Requirements:

8.1.1 The Consultant shall not start work under this Agreement until the Consultant has obtained all insurance required hereunder and such insurance has been approved by the Owner.

8.1.2 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this Agreement shall have an "A" rating, or better, and a financial rating of no less than VI in the current A.M. Best Manual OR hold a Moody's Investors Service Financial Strength of "Aa3" or better.

8.1.3 All insurance policies required under this Agreement shall be endorsed to be primary of all other valid and collectable coverages maintained by the Owner. The Owner shall be named as an additional insured under the General Liability policy, including Products Liability, shall include the Owner's Project number and full Project title (including applicable facility name) on the Certificate.

8.1.4 The Consultant shall furnish certificates of insurance to the Owner for review and approval at the time of execution of this Agreement and shall maintain same at all times during the term of this Agreement.

8.1.5 The Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO), unless approved by Owner and shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the Consultant. No material change or cancellation of the insurance shall be effective without a 30-day prior written notice to and approval by the Owner. All Certificates shall list the Owner's project number and full project title (including applicable facility name).

8.2 Insurance Required:

8.2.1 **Automobile Liability Insurance:** The Consultant shall maintain Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in amounts not less than $1,000,000 per occurrence for bodily injury and property damage combined single limit and shall not be less than the standard ISO Business Auto Policy CA 00 01.

8.2.2 **Professional Liability (Errors and Omissions)**: The Consultant shall procure Professional Liability Insurance in the manner described herein. The deductible shall not be more than Fifty Thousand ($50,000) Dollars for each policy and must be indicated on the certificate of insurance. The limits of the Professional Liability Insurance Policy shall be as follows:

8.2.2.1 Not used.

8.2.2.2 Projects require a practice policy with a per claim/annual aggregate in accordance with the specifications delineated below relative to the cumulative construction value of all projects:

.1 One Million ($1,000,000) Dollars on a per claim/One Million ($1,000,000) Dollars annual aggregate basis for Consultants whose cumulative construction value for all Board contracts is less than Five Million ($5,000,000) Dollars.

.2 One Million ($1,000,000) Dollars on a per claim/Three Million ($3,000,000) Dollars annual aggregate basis for Consultants whose cumulative construction value for all Board contracts is between Five Million One ($5,000,001) Dollars to Ten Million ($10,000,000) Dollars.

.3 One Million ($1,000,000) Dollars on a per claim/Five Million ($5,000,000) Dollars annual aggregate basis for Consultants whose cumulative construction value for all Board contracts is greater than Ten Million One ($10,000,001) Dollars.

The Consultant shall be required to maintain the practice policy in accordance with the above specifications for a period commencing with execution of this contract and terminating three years after final completion of said projects. Should additional projects or change orders be added that increase the cumulative construction value to another tier shown above, the Consultant will be required to show proof of coverage at the higher limit / aggregate. In addition, the Consultant shall provide information regarding the total claims against said practice policy on an annual basis for the term of the contract upon and terminating three years after final completion of the project (Claims/Loss history should be forwarded to the Risk Management Department), as The School Board of Broward County, Florida, deems appropriate.

The Professional Liability insurance must provide for all sums which the Consultant shall be legally obligated to pay as damages for claims arising out of or relating to the negligent services performed by the Consultant or any person employed or acting on the Consultant's behalf (including, but not limited to, Sub-Consultants) in connection with this Agreement. If the Owner, at its sole discretion, agrees that such coverage is not commercially reasonably available, the Owner may, at its discretion, authorize the Consultant to alter the coverage by substituting a lower aggregate or changing any other terms and conditions of the coverage (including but not limited to deductible amounts) based upon the scope of the project.

8.2.3 **Worker's Compensation Insurance:** The Consultant shall maintain Worker's Compensation Insurance in compliance with Chapter 440 of the Florida Statutes. The firm shall maintain Workers' Compensation Insurance for all of its employees connected with the provided services as described in this Agreement in accordance with Florida Statutory limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand ($500,000) Dollars per occurrence.

8.2.4 **General Liability Insurance:** The Consultant shall maintain General Liability Insurance, including Contractual Liability to cover the "Hold Harmless Agreement" set forth herein, with bodily injury limits of not less than One Million ($1,000,000) Dollars per occurrence combined single limit for bodily injury and property damage and not less than the Two Million ($2,000,000) General Aggregate such coverage shall apply separately to each project. The School Board of Broward County, Florida, its members, officers, employees, and agents shall be named as an additional insured under the General Liability policy.

ARTICLE 9 – GENERAL PROVISIONS

9.1 **Performance:**

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

9.1.2 **Task Orders:** The Owner will assign increments of Work to the Consultant via an Authorization to Proceed ("ATP") (Attachment 4) which will be completed for each project or service to which the Consultant is assigned. Each ATP, which includes forms for the Professional Services required, Project Schedule and Professional Fee, shall be completed by the Owner and Consultant evidencing the services, fees, time, etc. for that particular project and confirming that the terms and conditions of this Agreement apply. Each project assigned to the Consultant will be identified by the Owner's assigned project numbers.

9.1.3 **Time for Performance:** The Consultant agrees to start all work hereunder upon receipt of an Authorization to Proceed issued by the Chief Facilities and Construction Officer or his designee and to complete all work within the time stipulated in the Authorization to Proceed (Attachment 4 to this Agreement ("ATP")). The Consultant acknowledges that failure to perform timely may cause the Owner to sustain loss and damages and will be responsible for same. The Consultant agrees that Owner is entitled to recover no less than One Hundred Dollars ($100) per consecutive calendar day of unexcused delay caused by the Consultant's failure to comply with the times set forth in the fully executed ATP. Owner shall have the right to deduct such amounts from payments due and owing to the Consultant.

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

a result of or relating to delays on the Project. Time is of the essence with regard to the performance of this contract.

9.1.5 **Excess Funds:** Any party receiving funds paid by the School Board of Broward County, Florida under this Agreement agrees to promptly notify the School Board of Broward County, Florida of any funds erroneously received from the School Board of Broward County, Florida of upon the discovery of such erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, as amended, applicable at the time the erroneous payment or overpayment was made by the School Board of Broward County, Florida. The erroneous payment and/or overpayment will be promptly transmitted and returned to the School Board of Broward County, Florida with the maximum applicable interest permitted by Florida law.

9.2 **Termination of Agreement:**

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

9.2.2 The Consultant may only terminate this Agreement for a material breach of the Agreement by Owner, and only after Consultant has given the Owner ten (10) days written notice and opportunity to cure such breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, the Consultant is obligated to continue performance in accordance with the terms of this Agreement, unless instructed by the Owner to suspend or delay performance.

9.2.3 Owner may terminate this Agreement for cause, which shall include, but not be limited to, failure of Consultant to comply with any of its material obligations under this Agreement; a decrease in the projected, available Capital Outlay funds which renders continuation of the design or construction of the Project impossible or impractical; or conditions which arise that constitute Force Majeure under Article 9.2.6 of this Agreement. In such event, Consultant shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Consultant's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating this Agreement for cause, then it shall be deemed to be a termination for convenience pursuant to Article 9.2.1 above, and the Consultant's sole compensation shall be compensation in accordance with that paragraph. Whether or not this Agreement is so terminated, the Consultant shall be liable to Owner for any damage or loss resulting from such failure or violation by Consultant. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

9.2.4 **Annulment:** The Consultant warrants that no one has been employed or retained other than an employee working solely for the Consultant, to solicit or secure this Agreement; and that the Consultant has not paid, nor agreed to pay, any company or other person any fee, commission, gift, or other consideration contingent upon the making of this Agreement. For

breach or violation of this warranty, the Owner has the right to annul this Agreement without liability.

9.2.5 **Fixed Fees Exceeding $50,000:** For all Fixed Fees or other "lump-sum" fees for professional service Agreements over Fifty Thousand ($50,000) Dollars the Consultant shall execute a truth-in-negotiations certificate as in accordance with 287.055 and all required language set forth therein. Requirements of Florida Statute 287.055 (2004), as amended, are incorporated herein by reference.

9.2.6 **Force Majeure:** The Owner's or Consultant's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

9.2.7 **Termination of Scrutinized Companies or False Certification**: SBBC reserves the right to terminate this Agreement in accordance with Section 287.135(5), Florida Statues, if the other party is placed on the List of Scrutinized Companies that Boycott Israel or is engaged in a boycott of Israel; is on the List of Scrutinized Companies with Activities in Sudan; is on the List of Scrutinized Companies with Activities in the Iran Petroleum Energy Sector;

or has engaged in business operations in Cuba or Syria. SBBC also reserves the right to terminate this Agreement pursuant to Section 287.135(5), Florida Statues, if the other party is found to have submitted a false certification.

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

9.3.1 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Owner to Consultant pursuant to this Agreement. All costs which the consultant is unable to provide support or documentation to substantiate that it was incurred as represented by the original estimated breakdown of costs or found to be not in compliance with the provisions of this contract, shall be reimbursed to the Owner.

9.3.2 Owner's agent or its authorized representative shall have access to the Consultant's

facilities, shall have access to all necessary records, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

9.3.3 Consultant shall require all Sub-Consultants to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Consultant pursuant to this Agreement.

9.3.4 If an audit inspection or examination in accordance with this article discloses overcharges (of any nature) by the Consultant to the Owner in excess of $25,000, the actual cost of the Owner's audit shall be paid by the Consultant.

9.3.5 **Public Records:** The following provisions are required by Section 119.0701, Florida Statues, and may not be amended. Consultant shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Consultant shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Consultant does not transfer the public records to SBBC. Upon completion of the Agreement, Consultant shall transfer, at no cost, to SBBC all public records in possession of Consultant or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Consultant transfer all public records to SBBC upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(Continued on following page)

Custodian of Public Records
Requel Bell
600 SE 3 Avenue
Fort Lauderdale, FL 33312
754-321-1925
Requel.bell@browardschools.com

9.4 **Ownership of documents:**

9.4.1 The documents developed under this Agreement shall become and be the sole property of the Owner whether the Project for which they were developed is executed or not. The Consultant may maintain copies thereof for its records and for its future professional endeavors, although the Owner shall bear no liability or any responsibility whatsoever for such use of said documents by the Consultant.

9.4.2 In the event of the Consultant's termination under other provisions of this Agreement, the Owner shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

9.4.3 In the event Owner requests any such documents or materials referred to in this Article and Consultant fails to provide same as requested by Owner, then Consultant acknowledges that Owner will be irreparably harmed and subject to an injunction to provide same.

9.4.4 The Owner will not modify or distribute the documents, including electronic media versions, to third parties except for those purposes listed above without the expressed permission and consent of the Consultant. The Owner will delete any title blocks or other marks identifying the originating Consultant from any materials so distributed. The Owner will indemnify the Consultant against any claims that result from the modification of data and disks by the Owner.

9.5 **Electronic Media:** Where this Agreement or referenced provisions in the Contract require the Consultant to provide information or documents in either electronic or magnetic media, the preparation and format of that media shall conform to the Owner's "Electronic Media Submittal Requirements" which are incorporated as Attachment 3 to this Agreement for Open End Services.

9.6 **Attachments and References:**

9.6.1 **The following named attachments are made an integral part of this Agreement:**
Sample Professional Services Agreement (With Attachments).
Attachment 1: Scope of Work
Attachment 2: Consultant's Invoice Form, Design Professionals Reimbursable Form
Attachment 3: Electronic Media Submittal Requirements
Attachment 4: Authorization to Proceed (ATP) Form (one per project)
Professional Services Required page 1 of 3 (one per project)

Project Schedule-page 2 of 3 (one per project)
Professional fee- page 3 of 3 (one per project)
Attachment 5: List of Project Team Members (one per project)
Attachment 6: Document 00455 – Background Screening
Attachment 7: IRS Form W-9
Attachment 8: Truth In Negotiations Certificate
Attachment 9: ACH Payment Agreement Form
Attachment10 Conflict of Interest Form
Attachment11: Staff Rate Breakdown
Attachment12: FEMA Requirements
Attachment13: E -Builder Requirements

Online Documents: The following documents shall be downloaded by the Consultant and are considered as Attachments to this Contract:

Design Standards

http://www.broward.k12.fl.us/facilities_construction/DSS/DS_Docs/DesignStandards.htm

- Design Criteria
- Design and Material Standards - Division 1 thru Division 17
- Document Submittal Checklist for Plan Review

http://www.broward.k12.fl.us/constructioncontracts/D0docs.html

- Specifications – Division 0

State Requirements for Educational Facilities (SREF) latest edition

http://www.fldoe.org/edfacil/sref.asp

- F.I.S.H. layering system for AutoCAD: Note: the laying system is not posted online. It will need to be requested thru:

  Facility Planning and Real Estate
  600 SE 3rd Avenue
  Fort Lauderdale, FL 33312
  754-321-1932

9.7 Extent of Agreement:

9.7.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, written or oral.

9.7.2 This Agreement may not be amended, changed, modified, or otherwise altered after the execution hereof, except by resolution of Owner and an Agreement executed by Owner and

Consultant.

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

9.7.4 This Agreement shall be governed by the laws of the State of Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

9.8 **Strict Performance:** The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

9.9 **Prompt and Satisfactory Correction:** The Owner, at its sole discretion, may direct the Consultant, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation or ordinance.

9.10 **Successors and Assigns:**

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

9.10.2 The Consultant and the Owner each binds one another, their partners, successors, legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

9.11 **Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion:**

9.11.1 **Lower Tier Covered Transactions:** Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in ß 85.200, Debarment or Suspension, ß 85.201, Treatment of Title IV HEA participation, and ß85.215, Exception provision, debarment, or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a primary covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the following certification for it and its principals in any

proposal submitted in connection with such lower tier covered transactions.

9.11.2 **Certification and Disclosure**

1. The lower tier participant (Consultant) certifies, by entering this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the lower tier participant (Consultant) is unable to certify to any of the statements in this certification, such participant shall provide an explanation to the Owner.
3. The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the Owner shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the fees due and owing to the Consultant, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. (Ch. 287.055, F.S.)

9.12 **Non-Discrimination, EEO, and ADAAA**

9.12.1 **Non-Discrimination –** The School Board of Broward County, Florida prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.

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

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

9.13 **Captions** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

9.14 **Authority Provision:** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all.

9.15 **Notice Provision** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for giving notice.

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Office of the Chief Facilities Officer 600 SE 3 Avenue Fort Lauderdale, FL 33312 **Attn: Deborah G. Czubkowski** Chief Facilities Officer
With a Copy to:	Office of Procurement & Warehousing Services 7720 W Oakland Park Boulevard, Suite 323 Sunrise, FL 33351 **Attn: Mary Coker** Director of Procurement & Warehousing Services
With a Copy to:	Office of Facilities and Construction 2301 NW 26th St Fort Lauderdale, FL 33311 **Attn: Sonja Coley** Director, Pre-Construction And AECOM, Inc., Owners Representative 2301 NW 26th St Fort Lauderdale, FL 33311 **Attn: Kathleen Langan** Program Director
To Consultant:	Miller Legg & Associates, Inc 13680 NW 5th Street, Suite 200 Sunrise, FL 33325 **Attn: Michael Kroll** President

9.16 **Excess Funds.** Any party receiving funds paid by The School Board of Broward County, Florida (SBBC) under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

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

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

ARTICLE 10 INCORPORATION OF RFQ INTO AGREEMENT

10.1 In addition to those Attachments and References identified and made part of this Agreement in Article 9.6.1, the provisions of **RFQ No. FY24-038 - Surveying Services** (the "RFQ") are hereby incorporated into this Agreement. In the event of conflict between the provisions contained in this Agreement and the RFQ, the more stringent provision shall prevail. If this Agreement is silent on an issue that is contained with the RFQ, the provisions of the RFQ shall be followed.

(Remainder of page intentionally left blank)

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

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Lori Alhadeff, Chair

ATTEST:

_____
Dr. Peter B. Licata,
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

(Remainder of page intentionally left blank)

FOR PROJECT CONSULTANT

(Corporate Seal)

ATTEST:

Dylan Larson, Secretary

-or-

Cara Pasquale
Witness

Jessica Roman
Witness

Miller Legg & Associates, Inc

By _____
[Print Name], [Print Authorized Title]
Mike Kroll, President

STATE OF Florida)
)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 8th day of Dec, 2023, by Mike Kroll Dylan Larson **[PRINT NAME OF SIGNOR ABOVE]** of **[PRINT FULL NAME OF FIRM]** Miller Legg on behalf of the corporation or agency.

He/she is personally known to me or produced as Identification and did/did not first take an oath.

My commission expires:

Donna DeLucia
Signature, Notary Public

Donna DeLucia
Printed Name of Notary

377169
Notary's Commission No.

(SEAL) Donna DeLucia
Comm.: HH 377169
Expires: March 22, 2027
Notary Public - State of Florida

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME this 8th day of December, 2023, appeared mike Krall, and, Dylan Larsow

_____ personally known to me to be the persons described in and who executed

the foregoing contract and acknowledge that he executed the same as his free act and deed for the purposes therein

expressed.

WITNESS my hand and official seal in the County and State last official this 8th day of

December, 2023.

Notary Public State of Florida

My Commission Expires:

Donna DeLucia
Comm.: HH 377169
Expires: March 22, 2027
Notary Public - State of Florida

PROJECT SCOPE

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

Professionals Invoice Format

The School Board of Broward County, Florida requires submittal of the Design Professional's invoice on the district's standard invoice forms attached to a transmittal form or letter on the Design Professional's company letterhead. Include the information and attachments described below:

1. Letterhead Containing Firm Information
   A. Firm Name
   B. Address
   C. Telephone and FAX Numbers
   D. Consultant's Invoice Reference Number

2. Address Transmittal/Letter to:

   Office of Facilities and Construction
   The School Board of Broward County, Florida 3775
   SW 16th Street
   Fort Lauderdale, FL 33312
   Attention: Name of Project Manager

3. Ensure that Transmittal/Letter references the following information:
   A. Date of submittal.
   B. The Invoice Number for ATP Number (example: Invoice No. 01 for ATP No. 01).
   C. The School Board of Broward County's Purchase Order No.: (Which will be provided by the Facilities Project Manager at the beginning of the project.)
   D. Name of Facility (and Facility Number).
   E. Name of Project
   F. School Board Project Number

4. Ensure attachment of the following documents to the Transmittal/Letter:
   A. Design Professional's Invoice Form
   B. Design Professional's Reimbursable Invoice Form
   C. Copy of signature page (page 3 of 3) of the Design Professional's Authorization to Proceed.

The School Board of Broward County, Florida
Florida Facilities and Construction Management Department
3775 SW 16th Street Fort Lauderdale, FL 33312 (754) 321-1500

Design Professional
(Name)

Date:

Project No:
Project Title:
Design Professional's
Remit to address:

Facility Name:

Invoice No:
SBBC PO No.
ATP No.
Invoice From:
Project Manager

Original Basic Fee	$
Current basic fee	$

INVOICE TOTALS:

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

BASIC FEE TOTALS:

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

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

The School Board of Broward County, Florida
Florida Facilities and Construction Management Department
3775 SW 16th Street Fort Lauderdale, FL 33312 (754) 321-1500

Design Professional's Reimbursable Invoice

Project No:
Project Title:
Design Professional's:
Remit to address:

Facility Name: Invoice No:
SBBC PO No.
ATP No.
Invoice From:
Project Manager:

Item No.	Date	Reimbursable Item	Amount
		Invoice Total	$

Receipts for each Item must be attached.

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

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

Electronic Media Requirements

All Work product for all projects, requires hard copies, electronic copies (PDF) and electronic original copies. The electronic media requirements are as listed below.

ELECTRONIC MEDIA

1.0 General Information

1.1 The School Board of Broward County, Florida contracts with one or more Internet bid advertising and distribution services. The Design Professional shall post the complete bid package to these services upon written notification by the Owner. The posted documents shall be read only documents and the file format shall be PDF.

2.0.1 Software Requirements

2.0.2 Word Processing

2.0.3 Provide word processing files in Microsoft Word for Windows compatible file formats including all information necessary for remote printing.

2.0.4 Spreadsheets

2.0.5 Provide spreadsheet files in Microsoft Excel for windows compatible file formats including all information necessary for remote printing.

2.0.6 Computer aided Design and Drafting

2.0.7 Provide all CADD files as AutoCAD 2010 files, Window's version.

3.0 CAD Standards

3.1 Standard plotted drawing size: 24-inch x 36 inch or 30 inch x 42 inch sheets.

3.1.1 All sheets within a set shall be the same size unless pre-approved otherwise. (for example, survey sheets)

3.2 Design Professional shall provide to the Owner the standard file naming Protocol they will be utilizing.

3.3 CAD File Layering

3.3.1 Conform to the most up to date guidelines defined by the American Institute of Architects (AIA) standard document, "CAD Layer Guidelines."

3.3.2 Provide the required Layering for the Florida Inventory of Schoolhouses (F.I.S.H.) documents.

3.3.1.1 The F.I.S.H. layering scheme is not available on-line. It can be requested through:

Facility Planning and Real Estate
600 SE 3rd Avenue, Fort Lauderdale, FL 33312 754-321-1932

3.3.3 Provide a separate list of all layers which do not conform to the standard AIA CAD Layer Guidelines or the FISH layering scheme.

3.4 No custom hatch patterns shall be utilized.

3.5 All symbols and blocks to have descriptive names.

4.0 Electronic Media Delivery Requirements
4.1 Transmittals shall include the following:

4.0.1 The Project Number, Project Title, and date
4.0.2 The Facility Name
4.0.3 The submittal type.
4.0.4 The format and version of the software.
4.0.5 An attached Listing of file names with the latest document publish dates.

4.1 All electronic media shall contain an attached label which shall identify 4.1.1, 4.1.2, and 4.1.3.

4.1.1 Document clean-up
4.1.2 Before a CADD file is placed on the delivery electronic digital media, the following procedures shall be performed:

4.1.2.1 Purge all files and remove all extraneous graphics outside the border area.

4.1.2.2 Make sure all reference files are attached without device path.

4.1.2.3 All required project files both graphic and nongraphic, shall include color tables, pen tables, font libraries, block libraries, user command files, plot files, etc. All project related blocks must be provided to the Owner as a part of the electronic digital deliverables.

4.1.2.4 Make sure that all support files such as those listed above are in the same directory and that references to those files do not include device Path.

4.2 The following Plot File Development and Project Documentation Information shall be submitted as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.

4.2.1 Documentation of the plot files for each drawing which will be needed to be able to allow identical plotting by the Owner at a later date. This documentation shall include the plotter configuration (e.g., name and model of plotter), pen settings, drawing orientation, drawing

size, and any other special instructions.

4.2.2 Instructions concerning how to generate plotted, drawings from the provided plot files.

4.2.3 Provide all symbols and blocks used in the project in a separate file.

4.3 List of all database/spreadsheet files associated with each drawing, as well as a description and documentation of the database format.

5.0 Ownership: Refer to Agreement for specific Owner and Design Professional's rights.

6.0 Documents for the Construction Contractor:

6.1 The Owner and the Design Professional shall make various electronic information available to the Contractor during the Construction phase of the Project.

7.0 Where electronic media submittals of final site surveys are required: Provide electronic copies of any existing site survey data already on electronic media.

8.0 At the Contractors option, the Design Professional will provide the Contractor one set of AutoCAD (.dwg) electronic file format contract drawings, to be used for as built drawings at the Contractor's option. Note that the Architect's name and information to be removed.

(Remainder of page intentionally left blank)

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, Florida 33311

PSA Attachment 4

Consultant's Authorization To Proceed

Project No.:	Date:
Location No.:	SBBC P.O. No.:
Project Title:	Line No.:
	Project Manager:
Facility Name:	Dir. Capital Planning & Programming
Project Consultant:	

Under the provisions of your contract for professional services, you are hereby authorized to proceed with the following services for the project referenced above.

☐ Schematic Design ☐ Design Development ☐ Construction Documents
☐ Bidding ☐ Construction Contract Administration ☐ Warranty
☐ Other Services: Attached:

This Authorization to Proceed is subject to the following attachments:

Attachments:
☐ Professional Services Required
☐ Project Schedule
☐ Professional Fees
☐ Previous ATP's

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

Original FLCC	Current Cost Estimate	Revised FLCC by ATP

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

Item	Discipline	Description

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, Florida 33311

PSA Attachment 4

Consultant's Authorization To Proceed (Continued)

Project Schedule

Project No. & Location No.: _____ Project Title: _____

Facility Name: _____
Project Consultant: _____

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

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

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, Florida 33311

PSA Attachment 4

Consultant's Authorization To Proceed (Continued)

Professional Fees

Project No. & Location No.: _____ Project Title: _____

Facility Name: _____
Project Consultant: _____

Phase	Original Basic Fee	Fee Authorized by ATP		Fee Previously Paid		Fee Balance	
I (SD) (5%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
II (DD) (10%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
III (CD) (35%/60%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
IV (BID) (65%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
V (CA) (98%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
VI (Warr) (100%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 1)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 2)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 3)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 4)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Total:	$ 0.00	$ 0.00		$ 0.00		$ 0.00	

Payment for these services shall be made In accordance with the provisions of the Professional Services Agreement.

Approved By Consultant				Approved By SBBC			
Name:				Name: Shelley N. Meloni			
Title:				Title: Director, Pre-Construction			
Signature:	_____	Date:	_____	Signature:	_____	Date	_____
Recommended By SBBC							
Name:							
Title: Project Manager, Owner's Representative							
Signature:	_____	Date:	_____	Signature:	_____	Date	_____

This document is part of the Professional Services Agreement between The School Board of Broward County, Florida (Owner) and the Design Professional and is incorporated by reference into the terms and conditions of that agreement.

Design and Professional Consulting Staff

Prime Firm:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351
(754) 321-0505

Document 00455: Background Screening of Contractual Personnel

Project No:
Location No:
Project Title:
Facility Name:

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

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

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

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

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared

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

1. Contractor Name: _____

   Address: _____

2. My relationship to the Contractor named in (1) above is: _____
   (List relationship such as sole proprietor, partner, president, vice president, etc.)

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

TO BE COMPLETED AT THE TIME OF SUBMISSION OF POST-AWARD DOCUMENTS INDICATED IN DOCUMENT 00200. COMPLIANCE WITH SECTION 1012.465, FLORIDA STATUTES IS REQUIRED PRIOR TO ISSUANCE OF DOCUMENT 00550, NOTICE TO PROCEED.

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

BY: _____ **DATE:** _____

NAME (Printed) _____ **TITLE:** _____

Notarization

State of: _____)

County of: _____)

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

who is personally known to me or did produce: _____

an identification and who did take an oath.

Notary Public: _____ **Affix Seal**

Commission Expires on: _____

School Board of Broward County – Contractors & Vendors

Those who need to request entry badges to the Broward School Board Facilities need to go to http://www.broward.k12.fl.us/police/secclear.html and follow the instructions for Fieldprint registration and scheduling process.

Before processing your documentation, you need to have a signed contract or Purchase Order and a Vendor number; to obtain a Vendor number please call (754) 321-2374.

All vendors and contractors must provide the necessary information as soon as possible to Fieldprint. These documents can be found by selecting "Click Here for Forms and Other Necessary Information" hyperlink.

If you have any questions, please call Security Clearance Department at 754-321-2374.

(Remainder of page intentionally left blank)

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

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 the "Name" line 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
☐☐☐ – ☐☐ – ☐☐☐☐

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

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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

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

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

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

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

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

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

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operations. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. *The IRS tells you that you are subject to backup withholding because you did* not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

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

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

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC required to be *identified on the "Name" line is another LLC that is not disregarded for U.S.* federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. 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/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

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

The following codes identify payees that 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

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

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

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

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

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, 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.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

The School Board of Broward County, Florida

Professional Services Agreement

ATTACHMENT 8

Truth in Negotiations Certification

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

(Firm's Letterhead)

PROJECT NAME:

AMOUNT OF CONTRACT:

CERTIFICATE OF TRUTH IN NEGOTIATION

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

PROJECT NAME (S)

Are accurate, complete and current as of

(Day), (Month) (Year)

FIRM: (Name exactly as listed on contract)

PRESIDENT:

By: _____

Reference: Florida Statutes 287.055

The School Board of Broward County, Florida PSA Attachment 9

ACH Payment Agreement Form

VENDOR NAME: _____

Authorization Agreement

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

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

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

Account Information

Name of Bank or Financial Institution: _____

Branch/ State: _____

Routing No: _____

Account No: _____ Checking ☐ Savings ☐

VENDOR AREA:

Remittance Confirmation: **(please select one)** _____ Fax ☐ Email ☐

Federal Identification No. Vendor _____ TAX ID# ☐ SS# ☐

Update Purchase Order Fax & Email Address

Centralized Fax Number _____ **Dept.** _____

Centralized Email _____ **Dept.** _____

Centralized Phone No. _____ **Dept.** _____

Signature

Authorized Signature (Primary) and Business title: _____ **Date:** _____

Authorized Signature (Joint) and Business title: _____ **Date:** _____

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

This form must be returned to: SBBC – Purchasing – Data Strategy Group
7720 W. Oakland Park Blvd, Sunrise FL 33351 call: 754-321-0516 or fax # 754-321-0533

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered ___ Initials: _

Attachment C.10

The School Board of Broward County, Florida

RFQ # and NAME FY 24-038 - Survey

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

In accordance with the RFQ, each Proposer must disclose, in its RFQ, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee
N/A		

Check one of the following and sign:

☒ I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

Signature

Miller Legg
Company Name

Dylan Larson
Name of Official

13680 NW 5th Street
Business Address

Sunrise, FL 33325
City, State, Zip Code

TSSC
7720 W Oakland Park Blvd.
Sunrise, Florida 33351
(754) 321-0510

RFQ Number/Name	FY24-038 - Continuing Contracts for Surveying Services
Proposer's Company Name	Miller Legg & Associates, Inc.
Dated Submitted	Wednesday, November 8, 2023

Staff Rate Breakdown For Professional Services

Staff Classification	Maximum Raw Hourly Rate ($)	Multiplier	Total
Miller Legg & Associates, Inc.			
Principal In Charge	$79.00	2.90	$229.10
Senior Project Manager (PSM)	$72.50	2.90	$210.25
Project Engineer I	$40.00	2.90	$116.00
Project Engineer II	$48.00	2.90	$139.20
Project Engineer III	$59.00	2.90	$171.10
Senior Designer/Senior CAD Technician	$40.00	2.90	$116.00
CAD Technician	$30.00	2.90	$87.00
Survey Crew - 2 person	$62.00	2.90	$179.80
Survey Crew - 3 person	$81.00	2.90	$234.90
Administrative Support	$25.00	2.90	$72.50
Supplemental Services Multiplier		2.90	

Note 1: These rates will be set for the first three (3) years. Rate adjustments may be considered for additional year extensions (if applicable). Rate adjustments will be approved by the Office of Facilities & Construction's Director (Pre-Construction) with copy to the Purchasing Agent (Construction).
Note 2: Reimbursable expenses (a.k.a. allowances) should be direct costs with no mark-up.

Accepted

FEMA_REQUIREMENTS

PSA Attachment 12

1. **Added Terms and Conditions.** The Awardee ("Consultant") shall incorporate the following FEMA terms and conditions into all construction and bid documents for projects subject to receipt of any grant, contract, loan, insurance, or guarantee involving federally assisted construction. Consultant shall itself comply with all terms and conditions which apply to the professional design services provided for such projects.

2. **Compliance with Federal Law, Re2ulations and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

a. **Davis-Bacon Act,** as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excel of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

b. The contracts must also include a provision for compliance with the **Copeland "Anti- Kickback" Act** (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal Entity must report all suspected or reported violations to the Federal awarding agency.

1. Contractor. The contractor shall comply with 18 U.S.C. 874, 40 U.S.C. 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

11. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate.

instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

c. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Consultant will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

11. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by this section.

111. Withholding for unpaid wages and liquidated damages. The School Board of Broward County, Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

1v. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in Articles I. i.e. through (4) of this section and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

d. **Clean Air Act.** The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et. Seq.

The contractor agrees to report each violation to the School Board of Broward County and understands and agrees that the School Board of Broward County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

e. **Federal Water Pollution Control Act.** The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The contractor agrees to report each violation to the School Board of Broward County and understands and agrees that the School Board of Broward County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

3. **Recovered/Recycled Materials.** In the performance of this contract, the contractor shall make maximum use of products containing recovered/recycled materials that are EPA- designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance; meeting contract performance requirements; or at a reasonable price. If such materials are not available, then materials used for the manufacture or construction of any supplies, materials or equipment covered by this project shall be new unless otherwise specified. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. If recovered/recycled materials are not available, the items bid must be new, the latest model, of the best quality and highest-grade workmanship as needed for the particular procurement.

If a proposed recovered/recycled material has been determined to be unsafe for children in the schools, then only new material shall be used.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website,

https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

4. **Equal Employment Opportunity.** Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The following shall be incorporated into the Agreement for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(I) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a

part of such employee's essential job functions discloses the compensation of such other employees or applicants to individual who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontractor purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(Remainder of page intentionally left blank)

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subconsultants with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

5. **Contract Work Hours and Safety Standards.** Consultant and contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

6. **Policies, Local, State and Federal Laws.** Consultant and contractor agree to comply with all School Board Policies, local, state and federal laws, including, but not limited to, the federal Clean Air Act and Clean Water Act.

7. **Energy Efficiency.** Consultant and contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8. **Rights to Inventions Made Under A Contract Or Agreement.** Any invention developed during the performance of work under a federal award or grant shall provide for a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

9. **Certification.** Contractors applying or bidding for an award of $100,000 or more must file the required certification: Each tier ce1tifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. **DHS Imagery.** A contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

11. **Access to Records.** The contractor agrees to provide the School Board of Broward County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

a. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

b. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

c. In compliance with the Disaster Recovery Act of 2018, The School Board of Broward County, Florida and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

12. **Changes.** The cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of the applicable Federal grant or cooperative agreement, and reasonable for the completion of project scope.

13. **Breach.** A breach of any of the articles above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R.

14. **Debarment and Suspension <Executive Orders 12549 and 12689).** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the School Board of Broward County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the School Board of Broward County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. **Byrd Anti-Lobbying Amendment.** Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

16. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

[End of FEMA REQUIREMENTS]

(Remainder of page intentionally left blank)

e-Builder. The Consultant shall use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Consultant and PC; pay applications/invoicing; requests for change orders; material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

a. Licenses shall be provided to Consultant to permit access and use of e- Builder for all projects awarded by Owner. Such licenses(s) shall be valid throughout the duration of the project(s).
b. Form Module. The e-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes All e-mailed communications.
c. Workflows. Any and all responses or required responses to an open Action Item or to an initiated Workflow process shall be input and managed through e-Builder Work Flow processes that will be executed through e-Builder include but are not limited to the procedures identified in the Professional Services Agreement - Continuing Contracts - Architectural.
d. Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi- weekly design meetings (while in design) weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, etc.) and other design and/or construction milestones and deadlines.
e. Meetings. Information to be submitted through e-Builder related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which must occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes template) and confirmation of actual meeting attendees.
f. Access to e-Builder and Licensing. Consultant shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employees(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder.

   This information together with a request for licensing shall be sent to:
   Atkins, Program Controls Support
   (754) 321-01537, - ebuilderLicense@browardschools.com.

   Upon receipt, review and acceptance of the request, access information and logins shall be provided to Consultant.

   Training shall be coordinated, scheduled, and provided to those provided access and licenses by Atkins. Additional training may be provided based on availability.

[End of E-BUILDER REQUIREMENTS

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

THIS AGREEMENT, made this, 23rd day of January in the year 2024, by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA** (hereinafter called the "**Owner,**" "**SBBC**" and/or "**Board**"), and:

ZEMAN CONSULTING GROUP, LLC

Hereinafter, "**Consultant**," for various projects. It is agreed that this Agreement is an "Open End" Agreement in that the Owner will from time to time during the term of this Agreement require services from the Consultant on various different projects with estimated construction costs that do not exceed the limit set forth in Section 287.055(2)(g), Florida Statutes as amended from time to time. Rather than enter into separate agreements each time that is required, the Owner and Consultant shall enter into this Agreement. The terms and conditions of this Agreement shall govern each of the individual projects that the Consultant is hired to provide services for. Attached as **Attachment 1** to this Agreement is a general "Scope of Work for Surveying Services," which has been negotiated and agreed upon by all parties. The Owner will assign increments of Work to the Consultant via an Authorization to Proceed ("ATP"), Attachment 4, which will be completed for each project or service to which the Consultant is assigned. Each ATP, which includes forms for the Professional Services required, Project Schedule and Professional Fee, shall be completed by the Owner and Consultant evidencing the services, fees, time, etc. for that particular project and confirming that the terms and conditions of this Agreement apply. Each project assigned to the Consultant will be identified by the Owner's assigned project numbers. For each project, some or all of these Services will be part of the Scope of Work for that particular project. In addition, other services may be required.

The term of this Open-End Agreement commences on the date of this Agreement as set forth above. Unless extended pursuant to the terms of the Agreement, no new projects may be assigned under this Open-End Agreement upon expiration of the initial Three (3) year term of the Agreement. The total dollar amount for all fees to be paid to the Consultant for all projects pursuant to this Agreement may not exceed One hundred Thousand ($100,000) Dollars during the initial three (3) year term of the Agreement. The Agreement may be extended by two (2) additional, one-year periods with a limit increase of One Hundred Thousand ($100,000) Dollars per year of extension. The Owner and Consultant agree as follows:

(Remainder of page intentionally left blank)

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS
ARTICLE 2 CONSULTANT SERVICES AND RESPONSIBILITIES
ARTICLE 3 SUB-CONSULTANTS
ARTICLE 4 THE OWNER'S RESPONSIBILITIES
ARTICLE 5 BASIS OF COMPENSATION
ARTICLE 6 PAYMENTS TO THE CONSULTANT
ARTICLE 7 INDEMNIFICATION CLAUSE
ARTICLE 8 INSURANCE
ARTICLE 9 GENERAL PROVISIONS
ARTICLE 10 INCORPORATION OF DOCUMENTS INTO AGREEMENT

ATTACHMENTS C:

Attachment 1: Scope of Work
Attachment 2: Consultant's Invoice Form, Design Professional Reimbursement Form (Individual project invoices required)
Attachment 3: Electronic Media Submittal Requirements
Attachment 4: Authorization to Proceed (ATP) Form (one per project)
Professional Services Required – page 1 of 3 (one per project)
Project Schedule – page 2 of 3 (one per project)
Professional Fee – page 3 of 3 (one per project)
Attachment 5: List of Project Team Members (one per project)
Attachment 6: Document 00455 – Background Screening
Attachment 7: IRS Form W-9
Attachment 8: Truth in Negotiations Certificate
Attachment 9: ACH Payment Agreement Form
Attachment 10: Conflict of Interest Form
Attachment 11: Staff Rate Breakdown for Design Professional Services
Attachment 12: FEMA Requirements
Attachment 13: E-Builder Requirements

(Remainder of page intentionally left blank)

ARTICLE 1 – DEFINITIONS

1.1 **The Office of Facilities & Construction ("Office" or "OFC"):** The Owner's organizational entity which acts as liaison between the Consultant and Owner and provides day to day management and other professional services on the Owner's behalf. Various members of the Office of Facilities and Construction, acting as representatives of the Owner, will meet with the Consultant at periodic intervals throughout the preparation of the Contract Documents to assess the progress of the Work in accordance with approved schedules. Office personnel will also examine documents submitted by the Consultant, including invoices, and will promptly render decisions and/or recommendations pertaining thereto to avoid unreasonable delay in the progress of the Consultant's work. The Project Manager shall be principally responsible for direct communication to the Consultant and the Contractor.

1.2 **The Chief Facilities & Construction Officer, Office of Facilities & Construction:** An employee of The School Board of Broward County, Florida, who has the authority and responsibility for oversight and management of all projects for the Owner. Referred to hereinafter as the Chief Facilities & Construction Officer or Chief Facilities Officer.

1.3 **Authorization to Proceed (ATP):** A document in the form of Attachment 4 to this Agreement, accompanied by a fully executed Purchase Order, issued by the Owner to the Consultant, authorizing the performance of specific professional services and commencement of a Phase as defined in Article 2.1 through Article 2.8, and stating the time for completion and the amount of fee authorized for such services.

1.4 **Basic Services:** Those services defined in Attachment 1.

1.5 **Other Basic Services:** Those services defined in Attachment 1.

1.6 **Supplemental Services:** Those services defined in Attachment 1.

1.7 **Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered and licensed professionals who has entered into a contract with the Owner to provide professional Surveying services pursuant to the terms of this Agreement.

1.8 **Project Scope:** The activities necessary to respond to the Owner's requirements for the various projects, refer to Attachment 1.

1.9 **Project Budget:** The sum, established by the Owner, as available for the entire Project, including but not limited to the construction budget (Fixed Limit of Construction Cost ("FLCC")), land costs, costs of furniture, fixtures and equipment (FF&E), financing costs, compensation for all professional services, costs of Owner-furnished goods and services, contingency allowances and other similar established or estimated costs.

1.10 **Project Schedule:** The Owner's requirements for the progress of activities associated with the Project identified by milestones and required completion dates for Consultant services defined by this Agreement.

1.11 **The Contract Documents:** The Contract Documents as used herein refer to the Agreement

Form, Exhibits, Attachments, Educational Specifications, including any and all modifications thereto, issued before and after execution of the Contract and all Exhibits, attached thereto used by the Owner to establish a construction contract with the Contractor. These Contract Documents, and their requirements for the Consultant are incorporated by reference into this Agreement. Refer to Article 10 for the provisions of the RFQ incorporated into the Agreement.

1.12 **Contractor:** The individual, partnership, corporation, association, joint venture, or any combination thereof, who has entered into a contract with the Owner for construction of schools, administrative and support buildings, or various other types of facilities and incidents thereto.

1.13 **Program Manager:** AECOM The entity retained by the School Board of Broward County, Florida, to oversee the execution and delivery of the projects, and act as the Owner's Representative.

1.14 **Project Manager:** An employee of the District or Program Manager to manage the Project as a direct representative of the Owner.

1.15 **The Project:** The construction, alteration or repair, and all services and incidents thereto, comprising a facility as contemplated and budgeted by the Owner.

1.16 **Sub-Consultant:** A person or organization of properly registered and licensed professionals who have entered an agreement with the Consultant to provide professional Surveying services for the Project.

1.17 **Superintendent of Schools:** The duly appointed executive officer of the Owner authorized to act by and through the Owner, referred to hereinafter as the **Superintendent**.

1.18 **Fixed Limit of Construction Cost (FLCC):** The total dollar value of all costs to construct each project.

1.19 **Building Code Inspector (BCI):** A licensed employee or designee of The School Board of Broward County, Florida, who provides plan review and construction inspection for code compliance, and report non-compliant work to the Project Manager and Project Consultant.

1.20 **Value Engineering:** Value Engineering (VE) is the creative, organized process of analysis of a project as to cost and/or performance with a focus on analysis of the proposed facility (and its systems, assemblies, or components) and the elimination or modification of those features which add cost without contributing to that facility's required function or design value.

1.21 **Constructability:** Constructability is the creative, organized process of reviewing a project's drawings, specifications, and other project documentation with a goal of eliminating design, detailing, and specification problems which might render the construction contract documents unbuildable or requiring extensive Addenda or Change Orders to make them buildable.

1.22 **The Project Team:** The Owner, Program Manager, and the Consultant who work jointly

during the design, construction, and warranty phases.

1.23 **Substantial Completion:** The term Substantial Completion as used herein, shall mean that point at which all work associated with the Project, or contractually defined phase or portion of the Project, has received a fully executed Certificate of Occupancy (OEF 110B Form) or Certificate of Completion, whichever is applicable.

1.24 **Chief Building Official, Inspections and Code Compliance (CBO):** The officer or other designated authority charged with the administration and enforcement of all applicable codes, or a duly authorized representative.

1.25 **Design Criteria:** Owner design requirements for all architectural and engineering disciplines.

1.26 **Negotiated Unit Prices:** unit prices for professional services to be utilized during various phases of each project under this Agreement. The Consultant's proposal shall serve as the basis for Negotiated Unit Prices. Refer to Articles 5 and 6 for terms of compensation and payment.

ARTICLE 2 – CONSULTANT SERVICES AND RESPONSIBILITIES

2.1 **Consulting Services:** The Consulting Services are those set forth in the Professional Services Required form attached as Attachment 1 hereto and incorporated by reference. It should be noted that the Consulting Services may be some or all of those services listed on Attachment "1" to this Agreement, or other services designated by Owner.

2.2 **Standard of Care and Representations:**

2.2.1 Standard of Care: The Owner's engagement of the Consultant is based upon the Consultant's representations to the Owner that: (A) it is an organization of experienced professionals, authorized and licensed to do business in Florida; (B) the person responsible for performance pursuant to this Agreement is currently a registered Professional Architect or Engineer in the State of Florida; (C) it is qualified, willing and able to perform services for the Project; and that (D) it has the past experience and ability to provide services which will meet the Owner's objectives and requirements.

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

2.2.3 Any defective or deficient work furnished by the Consultant shall be promptly corrected by the Consultant at no cost to Owner, without limitations to other remedies or rights of Owner. Owner's approval, acceptance, or use of or payment for all or any part of Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations

or Owner's rights hereunder. The Consultant shall utilize the same personnel over the course of the Work and shall, if requested by the Owner, replace personnel whom the Owner has found to be incompetent or to whom the Owner otherwise reasonably objects.

2.2.4 All services provided by the Consultant shall: (A) be in accordance with all applicable codes, including but not limited to, Florida State Board of Education Regulations, Chapter 6A-2.010 (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities)("SREF"), the Florida Building Code ("FBC"), the Florida Fire Protection Code, the Americans With Disabilities Act (ADA), in effect at the time of execution of this Agreement, and its referenced codes and standards; Crime Prevention Through Environmental Design (CPTED) (Broward Sheriff's Office), and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes); (B) be provided for the benefit of the Owner and not for the benefit of any other party; and (C) include all Consultant services normally required for a project of this type as listed in the Scope of Work (Attachment 1 to this Agreement).

2.2.5 **Approval of Documents**: Owner's approval of or comments on any of the documents submitted to Owner by Consultant shall not be deemed the approval of or by another governmental authority having jurisdiction over the project and Consultant acknowledges that the aforesaid authorities may require modifications of any of the documents submitted by Consultant. Subject to Article 2, such modifications shall be made at no cost to Owner.

ARTICLE 3 – SUB-CONSULTANTS

3.1 Sub-Consultants' Relations:

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

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

3.2 **Proposed Sub-Consultants:**

3.2.1 The Consultant proposes to utilize the Sub-Consultants identified in Attachment 5 (List of Project Team Members)

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

3.2.3 The Consultant shall, not later than ten (10) days after the date of this Agreement, submit a list of contact information for Sub-Consultants which includes contact names, firm addresses, telephone and fax numbers and email addresses. Any future changes to Sub-Consultants must also be submitted no later than ten (10) days after the date the change was made.

ARTICLE 4 – THE OWNER'S RESPONSIBILITIES

4.1 **Information, Documents and Services:** The Owner shall consult with the Consultant and provide such information regarding requirements for the Project as are reasonably necessary for Consultant to perform its services.

4.2 **Owner Furnished Items:** When documents, services, or other materials furnished by the Owner for the Consultant's use are deemed by the Consultant as inappropriate, inaccurate, or otherwise unreasonable, the Consultant shall notify the Owner of its opinion immediately upon discovery of same. Owner will notify Consultant upon delivery of any inaccurate data provided to the Consultant. Failure of the Consultant to notify the Owner shall result in the Consultant being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, delays or other compensation related to the use of those Owner furnished materials.

4.3 **Project Management:**
The Director of Preconstruction: The Director of Preconstruction or designee shall act on behalf of the Owner in all matters pertaining to this Agreement and shall approve all Authorizations to Proceed to the Consultant and all invoices for payment to the Consultant.

ARTICLE 5 – BASIS OF COMPENSATION

5.1 **Professional Basic Service Fees ("Fee"):**

5.1.1 The Owner agrees to pay the Consultant, and the Consultant agrees to accept for services rendered pursuant to this Agreement, based upon a Cost Plus with a Guaranteed Maximum based on a Multiple of Direct Personnel Expenses as set forth in Attachment 11 based on the fee schedule as set forth in Attachment 4 attached hereto and incorporated by reference. If Owner and Consultant cannot mutually agree to a Cost Plus with a Guaranteed Maximum based on Direct Personnel Expense, the Owner may secure services from an independent source or from the Owner's resources.

5.2 Supplemental Fee:

5.2.1 The Fee listed above is based on the scope of services for a project of this scope, size, and complexity.

5.2.2 If the Owner authorizes an increase or decrease in the scope, size or complexity of the Project, the Fee will be adjusted as mutually agreed upon, in writing, by Owner and Consultant.

5.2.3 The Consultant may be authorized to perform Supplemental Services. The fee for such services will be based upon a Cost Plus with a Guaranteed Maximum based on a Multiple of Direct Personnel Expenses. Where a mutually agreeable Cost Plus with a Guaranteed Maximum based on Direct Personnel Expense cannot be arrived at, the Owner may secure services from an independent source or from the Owner's resources. The Consultant shall provide any information and/or copies of project documentation necessary to facilitate the provision of said supplemental services by others.

5.3 Multiple of Direct Salary Expense:

5.3.1 Where this Agreement or Attachments 4 hereto indicates a fee computed on the basis of a Multiple of Direct Salary Expense, such fee shall be based on a negotiated multiple of the Direct Personnel Expense as set forth in Attachment 11.

5.3.2 Should overtime work be necessary for work compensated by this fee method, the Consultant's authorization and compensation for such work shall be approved by the Chief Facilities & Construction Officer or his designee, in writing, and stated in Attachment 4 or other documents executed by Owner and Consultant.

5.4 **Direct Personnel Expense:** Direct Personnel Expense is defined as the salary rate, as determined from salaries reported to the Director of Internal Revenue, of the personnel engaged directly on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

5.5 Reimbursable Fees:

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

5.5.2 Authorized travel outside the areas of Dade, Broward and Palm Beach Counties, lodging and meals in connection with the Project (subject to the limitations imposed by Chapter 112.061, Florida Statutes); long distance communications (except for long distance charges for calls placed to others living outside the Consultant's local calling area), and fees paid for securing approval of authorities having jurisdiction over the work, reproductions, postage and handling of Drawings, Specifications and other documents, and, if authorized

in advance by the Owner, expense of overtime work requiring higher than regular rates.

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

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

ARTICLE 6 – PAYMENTS TO THE CONSULTANT

6.1 Payment for Basic Services and Supplemental Services:

6.1.1 Payments for Basic and Supplemental Services may be requested monthly (on the Owner's standard invoice format) in proportion to services performed during each portion of the work or other basis as set forth in the Schedules attached hereto and conforming to the attached Consultant's proposal for Attachment 1 – "Scope of Work". Owner in its sole discretion shall determine if the payment requested is in accordance with the proportion of the work performed.

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

Unit prices and hourly rates shall be administered in accordance with Attachment "11" as attached hereto. Actual hours shall be rounded off to the nearest fifteen (15) minute intervals.

Charges shown on Attachment "11" are for time of engineering technicians' portal to portal, spent in sampling, conducting field or laboratory tests or inspections, and tests not otherwise charged on unit price basis. Overtime, at the Owner's request, is for work before 7:00 AM and after 5:00 PM, over eight (8) hours per regular day, forty (40) hours per week, Saturday, Sunday and Holidays.

In the event the testing technician, through no fault of the technician or of the Consultant, is unable to conduct a test within thirty (30) minutes after the time scheduled for the test or within thirty (30) minutes of the technician's arrival on-site ready to conduct the test, whichever is later, the appropriate hourly technician rate from Attachment "11" shall apply to any excess time spent by the technician beyond the normally expectable amount of time for conducting such a test plus thirty (30) minutes. These charges shall be verified and documented between the Consultant and the Owner at the time of occurrence. This charge shall apply to concrete, soils, and any other test which is based on the unit prices described in Attachment "11".

6.1.2 No payments shall be due to Consultant unless and until all materials, forms and documents required by Owner have been provided by Consultant and its Sub-Consultant to Owner or others who are to receive same. The Owner retains the right to withhold payment from the Consultant for non-performance of the Consultant during any phase or portion of the Project.

6.1.3 The Consultant shall submit invoices in the Owner's required invoice format (Attachment 2) as provided.

6.1.4 All submitted invoices shall have copies of referenced Scope of Work and the Authorization to Proceed (ATP) attached.

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

6.1.6 The Consultant shall submit a monthly S/M/WBE Monthly Subcontractor Utilization Report with the monthly request for payment, on forms provided by the Owner.

6.2 Payment for Reimbursables:

6.2.1 Payment for Reimbursables may be requested monthly (on the Owner's standard invoice format, Attachment 2) based on actual costs.

6.2.2 Payments are due and payable within thirty (30) days from receipt of the Consultant's invoice.

6.3 Project Suspension:

6.3.1 If the Project is suspended for the convenience of the Owner for more than three (3) months or terminated in whole or in part during any Phase, the Consultant shall be paid for services authorized by an Authorization to Proceed which were performed prior to such suspension or termination, together with the cost of Reimbursable Services and expenses then due.

ARTICLE 7 - INDEMNIFICATION CLAUSE

7.1 Indemnification:

7.1.1 To the fullest extent permitted by law, the Project Consultant shall indemnify, and hold harmless the owner, its members, officers, employees and agents (hereinafter collectively "Related Parties") from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of this contract.

7.1.2 In any and all claims against the Owner by any employee of the Consultant, or anyone for whose acts the Consultant may be liable, the obligations for Consultant to indemnify Owner under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant under workman's compensation acts, disability acts, or other employee benefit acts.

7.1.3 In the event that any claims are brought, or actions filed against the Owner with respect to the indemnity contained herein, the Consultant agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. The Consultant agrees that the Owner may select the attorneys to appear and defend such claims or actions on behalf of the Owner. The Consultant further agrees to pay, at the sole expense of the Consultant, the attorney's fees and costs incurred by those attorneys selected by the Owner to appear and defend such claims or actions on behalf of the Owner. However, if the claims or actions are covered by insurance and such coverage is acknowledged by the insurance company in writing to the Owner, then, in that case, the insurance company shall choose counsel, direct the defense and be the judge of the acceptability of any compromise or settlement of any such claims or actions against the Owner which are within the insurance policy limits and are paid by the insurance company solely. Otherwise, if the claims or actions are not covered by insurance, then, at its sole option the Owner shall have the sole authority for the direction of the defense and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions asserted against the Owner.

ARTICLE 8 – INSURANCE

8.1 General Insurance Requirements:

8.1.1 The Consultant shall not start work under this Agreement until the Consultant has obtained all insurance required hereunder and such insurance has been approved by the Owner.

8.1.2 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this Agreement shall have an "A" rating, or better, and a financial rating of no less than VI in the current A.M. Best Manual OR hold a Moody's Investors Service Financial Strength of "Aa3" or better.

8.1.3 All insurance policies required under this Agreement shall be endorsed to be primary of all other valid and collectable coverages maintained by the Owner. The Owner shall be named as an additional insured under the General Liability policy, including Products Liability, shall include the Owner's Project number and full Project title (including applicable facility name) on the Certificate.

8.1.4 The Consultant shall furnish certificates of insurance to the Owner for review and approval at the time of execution of this Agreement and shall maintain same at all times during the term of this Agreement.

8.1.5 The Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO), unless approved by Owner and shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the Consultant. No material change or cancellation of the insurance shall be effective without a 30-day prior written notice to and approval by the Owner. All Certificates shall list the Owner's project number and full project title (including applicable facility name).

8.2 Insurance Required:

8.2.1 **Automobile Liability Insurance:** The Consultant shall maintain Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in amounts not less than $1,000,000 per occurrence for bodily injury and property damage combined single limit and shall not be less than the standard ISO Business Auto Policy CA 00 01.

8.2.2 **Professional Liability (Errors and Omissions)**: The Consultant shall procure Professional Liability Insurance in the manner described herein. The deductible shall not be more than Fifty Thousand ($50,000) Dollars for each policy and must be indicated on the certificate of insurance. The limits of the Professional Liability Insurance Policy shall be as follows:

8.2.2.1 Not used.

8.2.2.2 Projects require a practice policy with a per claim/annual aggregate in accordance with the specifications delineated below relative to the cumulative construction value of all projects:

.1 One Million ($1,000,000) Dollars on a per claim/One Million ($1,000,000) Dollars annual aggregate basis for Consultants whose cumulative construction value for all Board contracts is less than Five Million ($5,000,000) Dollars.

.2 One Million ($1,000,000) Dollars on a per claim/Three Million ($3,000,000) Dollars annual aggregate basis for Consultants whose cumulative construction value for all Board contracts is between Five Million One ($5,000,001) Dollars to Ten Million ($10,000,000) Dollars.

.3 One Million ($1,000,000) Dollars on a per claim/Five Million ($5,000,000) Dollars annual aggregate basis for Consultants whose cumulative construction value for all Board contracts is greater than Ten Million One ($10,000,001) Dollars.

The Consultant shall be required to maintain the practice policy in accordance with the above specifications for a period commencing with execution of this contract and terminating three years after final completion of said projects. Should additional projects or change orders be added that increase the cumulative construction value to another tier shown above, the Consultant will be required to show proof of coverage at the higher limit / aggregate. In addition, the Consultant shall provide information regarding the total claims against said practice policy on an annual basis for the term of the contract upon and terminating three years after final completion of the project (Claims/Loss history should be forwarded to the Risk Management Department), as The School Board of Broward County, Florida, deems appropriate.

The Professional Liability insurance must provide for all sums which the Consultant shall be legally obligated to pay as damages for claims arising out of or relating to the negligent services performed by the Consultant or any person employed or acting on the Consultant's behalf (including, but not limited to, Sub-Consultants) in connection with this Agreement. If the Owner, at its sole discretion, agrees that such coverage is not commercially reasonably available, the Owner may, at its discretion, authorize the Consultant to alter the coverage by substituting a lower aggregate or changing any other terms and conditions of the coverage (including but not limited to deductible amounts) based upon the scope of the project.

8.2.3 **Worker's Compensation Insurance:** The Consultant shall maintain Worker's Compensation Insurance in compliance with Chapter 440 of the Florida Statutes. The firm shall maintain Workers' Compensation Insurance for all of its employees connected with the provided services as described in this Agreement in accordance with Florida Statutory limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand ($500,000) Dollars per occurrence.

8.2.4 **General Liability Insurance:** The Consultant shall maintain General Liability Insurance, including Contractual Liability to cover the "Hold Harmless Agreement" set forth herein, with bodily injury limits of not less than One Million ($1,000,000) Dollars per occurrence combined single limit for bodily injury and property damage and not less than the Two Million ($2,000,000) General Aggregate such coverage shall apply separately to each project. The School Board of Broward County, Florida, its members, officers, employees, and agents shall be named as an additional insured under the General Liability policy.

ARTICLE 9 – GENERAL PROVISIONS

9.1 **Performance:**

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

9.1.2 **Task Orders:** The Owner will assign increments of Work to the Consultant via an Authorization to Proceed ("ATP") (Attachment 4) which will be completed for each project or service to which the Consultant is assigned. Each ATP, which includes forms for the Professional Services required, Project Schedule and Professional Fee, shall be completed by the Owner and Consultant evidencing the services, fees, time, etc. for that particular project and confirming that the terms and conditions of this Agreement apply. Each project assigned to the Consultant will be identified by the Owner's assigned project numbers.

9.1.3 **Time for Performance:** The Consultant agrees to start all work hereunder upon receipt of an Authorization to Proceed issued by the Chief Facilities and Construction Officer or his designee and to complete all work within the time stipulated in the Authorization to Proceed (Attachment 4 to this Agreement ("ATP")). The Consultant acknowledges that failure to perform timely may cause the Owner to sustain loss and damages and will be responsible for same. The Consultant agrees that Owner is entitled to recover no less than One Hundred Dollars ($100) per consecutive calendar day of unexcused delay caused by the Consultant's failure to comply with the times set forth in the fully executed ATP. Owner shall have the right to deduct such amounts from payments due and owing to the Consultant.

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

a result of or relating to delays on the Project. Time is of the essence with regard to the performance of this contract.

9.1.5 **Excess Funds:** Any party receiving funds paid by the School Board of Broward County, Florida under this Agreement agrees to promptly notify the School Board of Broward County, Florida of any funds erroneously received from the School Board of Broward County, Florida of upon the discovery of such erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, as amended, applicable at the time the erroneous payment or overpayment was made by the School Board of Broward County, Florida. The erroneous payment and/or overpayment will be promptly transmitted and returned to the School Board of Broward County, Florida with the maximum applicable interest permitted by Florida law.

9.2 **Termination of Agreement:**

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

9.2.2 The Consultant may only terminate this Agreement for a material breach of the Agreement by Owner, and only after Consultant has given the Owner ten (10) days written notice and opportunity to cure such breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, the Consultant is obligated to continue performance in accordance with the terms of this Agreement, unless instructed by the Owner to suspend or delay performance.

9.2.3 Owner may terminate this Agreement for cause, which shall include, but not be limited to, failure of Consultant to comply with any of its material obligations under this Agreement; a decrease in the projected, available Capital Outlay funds which renders continuation of the design or construction of the Project impossible or impractical; or conditions which arise that constitute Force Majeure under Article 9.2.6 of this Agreement. In such event, Consultant shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Consultant's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating this Agreement for cause, then it shall be deemed to be a termination for convenience pursuant to Article 9.2.1 above, and the Consultant's sole compensation shall be compensation in accordance with that paragraph. Whether or not this Agreement is so terminated, the Consultant shall be liable to Owner for any damage or loss resulting from such failure or violation by Consultant. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

9.2.4 **Annulment:** The Consultant warrants that no one has been employed or retained other than an employee working solely for the Consultant, to solicit or secure this Agreement; and that the Consultant has not paid, nor agreed to pay, any company or other person any fee, commission, gift, or other consideration contingent upon the making of this Agreement. For

breach or violation of this warranty, the Owner has the right to annul this Agreement without liability.

9.2.5 **Fixed Fees Exceeding $50,000:** For all Fixed Fees or other "lump-sum" fees for professional service Agreements over Fifty Thousand ($50,000) Dollars the Consultant shall execute a truth-in-negotiations certificate as in accordance with 287.055 and all required language set forth therein. Requirements of Florida Statute 287.055 (2004), as amended, are incorporated herein by reference.

9.2.6 **Force Majeure:** The Owner's or Consultant's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

9.2.7 **Termination of Scrutinized Companies or False Certification**: SBBC reserves the right to terminate this Agreement in accordance with Section 287.135(5), Florida Statues, if the other party is placed on the List of Scrutinized Companies that Boycott Israel or is engaged in a boycott of Israel; is on the List of Scrutinized Companies with Activities in Sudan; is on the List of Scrutinized Companies with Activities in the Iran Petroleum Energy Sector;

or has engaged in business operations in Cuba or Syria. SBBC also reserves the right to terminate this Agreement pursuant to Section 287.135(5), Florida Statues, if the other party is found to have submitted a false certification.

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

9.3.1 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Owner to Consultant pursuant to this Agreement. All costs which the consultant is unable to provide support or documentation to substantiate that it was incurred as represented by the original estimated breakdown of costs or found to be not in compliance with the provisions of this contract, shall be reimbursed to the Owner.

9.3.2 Owner's agent or its authorized representative shall have access to the Consultant's

facilities, shall have access to all necessary records, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

9.3.3 Consultant shall require all Sub-Consultants to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Consultant pursuant to this Agreement.

9.3.4 If an audit inspection or examination in accordance with this article discloses overcharges (of any nature) by the Consultant to the Owner in excess of $25,000, the actual cost of the Owner's audit shall be paid by the Consultant.

9.3.5 **Public Records:** The following provisions are required by Section 119.0701, Florida Statues, and may not be amended. Consultant shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Consultant shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Consultant does not transfer the public records to SBBC. Upon completion of the Agreement, Consultant shall transfer, at no cost, to SBBC all public records in possession of Consultant or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Consultant transfer all public records to SBBC upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(Continued on following page)

Custodian of Public Records
Requel Bell
600 SE 3 Avenue
Fort Lauderdale, FL 33312
754-321-1925
Requel.bell@browardschools.com

9.4 **Ownership of documents:**

9.4.1 The documents developed under this Agreement shall become and be the sole property of the Owner whether the Project for which they were developed is executed or not. The Consultant may maintain copies thereof for its records and for its future professional endeavors, although the Owner shall bear no liability or any responsibility whatsoever for such use of said documents by the Consultant.

9.4.2 In the event of the Consultant's termination under other provisions of this Agreement, the Owner shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

9.4.3 In the event Owner requests any such documents or materials referred to in this Article and Consultant fails to provide same as requested by Owner, then Consultant acknowledges that Owner will be irreparably harmed and subject to an injunction to provide same.

9.4.4 The Owner will not modify or distribute the documents, including electronic media versions, to third parties except for those purposes listed above without the expressed permission and consent of the Consultant. The Owner will delete any title blocks or other marks identifying the originating Consultant from any materials so distributed. The Owner will indemnify the Consultant against any claims that result from the modification of data and disks by the Owner.

9.5 **Electronic Media:** Where this Agreement or referenced provisions in the Contract require the Consultant to provide information or documents in either electronic or magnetic media, the preparation and format of that media shall conform to the Owner's "Electronic Media Submittal Requirements" which are incorporated as Attachment 3 to this Agreement for Open End Services.

9.6 **Attachments and References:**

9.6.1 **The following named attachments are made an integral part of this Agreement:**
Sample Professional Services Agreement (With Attachments).
Attachment 1: Scope of Work
Attachment 2: Consultant's Invoice Form, Design Professionals Reimbursable Form
Attachment 3: Electronic Media Submittal Requirements
Attachment 4: Authorization to Proceed (ATP) Form (one per project)
Professional Services Required page 1 of 3 (one per project)

Project Schedule-page 2 of 3 (one per project)
Professional fee- page 3 of 3 (one per project)

Attachment 5: List of Project Team Members (one per project)
Attachment 6: Document 00455 – Background Screening
Attachment 7: IRS Form W-9
Attachment 8: Truth In Negotiations Certificate
Attachment 9: ACH Payment Agreement Form
Attachment10 Conflict of Interest Form
Attachment11: Staff Rate Breakdown
Attachment12: FEMA Requirements
Attachment13: E -Builder Requirements

Online Documents: The following documents shall be downloaded by the Consultant and are considered as Attachments to this Contract:

Design Standards

http://www.broward.k12.fl.us/facilities_construction/DSS/DS_Docs/DesignStandards.htm

- Design Criteria
- Design and Material Standards - Division 1 thru Division 17
- Document Submittal Checklist for Plan Review

http://www.broward.k12.fl.us/constructioncontracts/D0docs.html

- Specifications – Division 0

State Requirements for Educational Facilities (SREF) latest edition

http://www.fldoe.org/edfacil/sref.asp

- F.I.S.H. layering system for AutoCAD: Note: the laying system is not posted online. It will need to be requested thru:

  Facility Planning and Real Estate
  600 SE 3rd Avenue
  Fort Lauderdale, FL 33312
  754-321-1932

9.7 Extent of Agreement:

9.7.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, written or oral.

9.7.2 This Agreement may not be amended, changed, modified, or otherwise altered after the execution hereof, except by resolution of Owner and an Agreement executed by Owner and

Consultant.

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

9.7.4 This Agreement shall be governed by the laws of the State of Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

9.8 **Strict Performance:** The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

9.9 **Prompt and Satisfactory Correction:** The Owner, at its sole discretion, may direct the Consultant, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation or ordinance.

9.10 **Successors and Assigns:**

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

9.10.2 The Consultant and the Owner each binds one another, their partners, successors, legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

9.11 **Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion:**

9.11.1 **Lower Tier Covered Transactions:** Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in ß 85.200, Debarment or Suspension, ß 85.201, Treatment of Title IV HEA participation, and ß85.215, Exception provision, debarment, or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a primary covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the following certification for it and its principals in any

proposal submitted in connection with such lower tier covered transactions.

9.11.2 Certification and Disclosure

1. The lower tier participant (Consultant) certifies, by entering this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the lower tier participant (Consultant) is unable to certify to any of the statements in this certification, such participant shall provide an explanation to the Owner.
3. The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the Owner shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the fees due and owing to the Consultant, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. (Ch. 287.055, F.S.)

9.12 Non-Discrimination, EEO, and ADAAA

9.12.1 Non-Discrimination – The School Board of Broward County, Florida prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.

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

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

9.13 Captions The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

9.14 **Authority Provision:** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all.

9.15 **Notice Provision** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for giving notice.

To SBBC:
Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to:
Office of the Chief Facilities Officer
600 SE 3 Avenue
Fort Lauderdale, FL 33312
Attn: Deborah G. Czubkowski
Chief Facilities Officer

With a Copy to:
Office of Procurement & Warehousing Services
7720 W Oakland Park Boulevard, Suite 323
Sunrise, FL 33351
Attn: Mary Coker
Director of Procurement & Warehousing Services

With a Copy to:
Office of Facilities and Construction
2301 NW 26th St
Fort Lauderdale, FL 33311
Attn: Sonja Coley
Director, Pre-Construction

And

AECOM, Inc., Owners Representative
2301 NW 26th St
Fort Lauderdale, FL 33311
Attn: Kathleen Langan
Program Director

To Consultant:
Zeman Consulting Group, LLC
3970 RCA Boulevard – Suite 7750
Palm Beach Gardens, FL 33410
Attn: Michael Ross
Vice President

9.16 **Excess Funds.** Any party receiving funds paid by The School Board of Broward County, Florida (SBBC) under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

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

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

ARTICLE 10 INCORPORATION OF RFQ INTO AGREEMENT

10.1 In addition to those Attachments and References identified and made part of this Agreement in Article 9.6.1, the provisions of **RFQ No. FY24-038 - Surveying Services** (the "RFQ") are hereby incorporated into this Agreement. In the event of conflict between the provisions contained in this Agreement and the RFQ, the more stringent provision shall prevail. If this Agreement is silent on an issue that is contained with the RFQ, the provisions of the RFQ shall be followed.

(Remainder of page intentionally left blank)

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

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Lori Alhadeff, Chair

ATTEST:

_____
Dr. Peter B. Licata,
Superintendent of Schools

Approved as to Form and Legal Content:

_____
Office of the General Counsel

(Remainder of page intentionally left blank)

FOR PROJECT CONSULTANT

Zeman Consulting Group, LLC

ATTEST:

By: _____
Michael Ross, Vice-President

_____
, Secretary

-or-

_____
Witness

_____
Witness

STATE OF Florida)
)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 6th day of December, 2023, by _____
Michael Ross of Zeman Consulting Group, LLC on behalf of _____
Michael Ross Zeman Consulting Group, LLC

He/she is personally known to me or produced as Identification and did/did not first take an oath.

My commission expires:

_____
Signature, Notary Public

Sylvia Rosales Comm.#HH097506 Expires: Feb. 25, 2025 Bonded Thru Aaron Notary

(SEAL)

_____
Printed Name of Notary

HH097506
_____
Notary's Commission No.

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME this _____ day of _____, _____, appeared _____, and,_____

_____ personally known to me to be the persons described in and who executed

the foregoing contract and acknowledge that he executed the same as his free act and deed for the purposes therein

expressed.

WITNESS my hand and official seal in the County and State last official this _____day of

_____, 201_.

Notary Public State of Florida

My Commission Expires:

PROJECT SCOPE

Design Services for a variety of potential projects of various scopes and value on as needed, continuing contract basis. It is expected that the scope of these projects will involve primarily Surveying Services but may include other trades as related to primary works.

Professionals Invoice Format

The School Board of Broward County, Florida requires submittal of the Design Professional's invoice on the district's standard invoice forms attached to a transmittal form or letter on the Design Professional's company letterhead. Include the information and attachments described below:

1. Letterhead Containing Firm Information
    A. Firm Name
    B. Address
    C. Telephone and FAX Numbers
    D. Consultant's Invoice Reference Number

2. Address Transmittal/Letter to:

    Office of Facilities and Construction
    The School Board of Broward County, Florida 3775
    SW 16th Street
    Fort Lauderdale, FL 33312
    Attention: Name of Project Manager

3. Ensure that Transmittal/Letter references the following information:
    A. Date of submittal.
    B. The Invoice Number for ATP Number (example: Invoice No. 01 for ATP No. 01).
    C. The School Board of Broward County's Purchase Order No.: (Which will be provided by the Facilities Project Manager at the beginning of the project.)
    D. Name of Facility (and Facility Number).
    E. Name of Project
    F. School Board Project Number

4. Ensure attachment of the following documents to the Transmittal/Letter:
    A. Design Professional's Invoice Form
    B. Design Professional's Reimbursable Invoice Form
    C. Copy of signature page (page 3 of 3) of the Design Professional's Authorization to Proceed.

The School Board of Broward County, Florida
Florida Facilities and Construction Management Department
3775 SW 16th Street Fort Lauderdale, FL 33312 (754) 321-1500

Design Professional (Name) Date:

Project No: Facility Name: Invoice No:
Project Title: SBBC PO No.
Design Professional's ATP No.
Remit to address: Invoice From:
Project Manager

Original Basic Fee	$
Current basic fee	$

INVOICE TOTALS:

Summary	Current Fee	Previously Billed	This Invoice	Balance
Basic Services	$	$	$	$
Reimbursable	$	$	$	$
Total:	$	$	$	$

BASIC FEE TOTALS:

Period	Fee	Previously Billed		This Invoice	Balance
From to dates	$	$	% $	% $	%
	$	$	% $	% $	%
	$	$	% $	% $	%
	$	$	% $	% $	%
	$	$	% $	% $	%
Other Services	$	$	% $	% $	%
Total Previously Billed:		$			
Total Amount This Invoice:			$		
Total Balance:					$

Submitted By: Name: Title: Date: (Signature)	Certified By: Name: Title: Project Manager Date: (Signature)	Recommended By: Name: Title: Date: (Signature)	Approved By: Name: Title: Date: (Signature)

The School Board of Broward County, Florida
Florida Facilities and Construction Management Department
3775 SW 16th Street Fort Lauderdale, FL 33312 (754) 321-1500

Design Professional's Reimbursable Invoice

Project No:
Project Title:
Design Professional's:
Remit to address:

Facility Name: Invoice No:
SBBC PO No.
ATP No.
Invoice From:
Project Manager:

Item No.	Date	Reimbursable Item	Amount
		Invoice Total	$

Receipts for each Item must be attached.

Current Contract Amount:	$			
Total This Invoice:		$		
Total Previously Billed:			$	
Total Balance:				$

Submitted By: Name: Title: Date:	Certified By: Name: Title: Project Manager Date:	Recommended By: Name: Title: Date:	Approved By: Name: Title: Date:
(Signature)	(Signature)	(Signature)	(Signature)

Electronic Media Requirements

All Work product for all projects, requires hard copies, electronic copies (PDF) and electronic original copies. The electronic media requirements are as listed below.

ELECTRONIC MEDIA

1.0 General Information

1.1 The School Board of Broward County, Florida contracts with one or more Internet bid advertising and distribution services. The Design Professional shall post the complete bid package to these services upon written notification by the Owner. The posted documents shall be read only documents and the file format shall be PDF.

2.0.1 Software Requirements

2.0.2 Word Processing
2.0.3 Provide word processing files in Microsoft Word for Windows compatible file formats including all information necessary for remote printing.

2.0.4 Spreadsheets
2.0.5 Provide spreadsheet files in Microsoft Excel for windows compatible file formats including all information necessary for remote printing.

2.0.6 Computer aided Design and Drafting
2.0.7 Provide all CADD files as AutoCAD 2010 files, Window's version.

3.0 CAD Standards

3.1 Standard plotted drawing size: 24-inch x 36 inch or 30 inch x 42 inch sheets.
3.1.1 All sheets within a set shall be the same size unless pre-approved otherwise. (for example, survey sheets)

3.2 Design Professional shall provide to the Owner the standard file naming Protocol they will be utilizing.

3.3 CAD File Layering
3.3.1 Conform to the most up to date guidelines defined by the American Institute of Architects (AIA) standard document, "CAD Layer Guidelines."

3.3.2 Provide the required Layering for the Florida Inventory of Schoolhouses (F.I.S.H.) documents.

3.3.1.1 The F.I.S.H. layering scheme is not available on-line. It can be requested through:

Facility Planning and Real Estate
600 SE 3rd Avenue, Fort Lauderdale, FL 33312 754-321-1932

3.3.3 Provide a separate list of all layers which do not conform to the standard AIA CAD Layer Guidelines or the FISH layering scheme.

3.4 No custom hatch patterns shall be utilized.

3.5 All symbols and blocks to have descriptive names.

4.0 Electronic Media Delivery Requirements
4.1 Transmittals shall include the following:

4.0.1 The Project Number, Project Title, and date
4.0.2 The Facility Name
4.0.3 The submittal type.
4.0.4 The format and version of the software.
4.0.5 An attached Listing of file names with the latest document publish dates.

4.1 All electronic media shall contain an attached label which shall identify 4.1.1, 4.1.2, and 4.1.3.

4.1.1 Document clean-up
4.1.2 Before a CADD file is placed on the delivery electronic digital media, the following procedures shall be performed:

4.1.2.1 Purge all files and remove all extraneous graphics outside the border area.

4.1.2.2 Make sure all reference files are attached without device path.

4.1.2.3 All required project files both graphic and nongraphic, shall include color tables, pen tables, font libraries, block libraries, user command files, plot files, etc. All project related blocks must be provided to the Owner as a part of the electronic digital deliverables.

4.1.2.4 Make sure that all support files such as those listed above are in the same directory and that references to those files do not include device Path.

4.2 The following Plot File Development and Project Documentation Information shall be submitted as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.

4.2.1 Documentation of the plot files for each drawing which will be needed to be able to allow identical plotting by the Owner at a later date. This documentation shall include the plotter configuration (e.g., name and model of plotter), pen settings, drawing orientation, drawing

size, and any other special instructions.

4.2.2 Instructions concerning how to generate plotted, drawings from the provided plot files.

4.2.3 Provide all symbols and blocks used in the project in a separate file.

4.3 List of all database/spreadsheet files associated with each drawing, as well as a description and documentation of the database format.

5.0 Ownership: Refer to Agreement for specific Owner and Design Professional's rights.

6.0 Documents for the Construction Contractor:

6.1 The Owner and the Design Professional shall make various electronic information available to the Contractor during the Construction phase of the Project.

7.0 Where electronic media submittals of final site surveys are required: Provide electronic copies of any existing site survey data already on electronic media.

8.0 At the Contractors option, the Design Professional will provide the Contractor one set of AutoCAD (.dwg) electronic file format contract drawings, to be used for as built drawings at the Contractor's option. Note that the Architect's name and information to be removed.

(Remainder of page intentionally left blank)

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, Florida 33311

PSA Attachment 4

Consultant's Authorization To Proceed

Project No.:		Date:	
Location No.:			
Project Title:		SBBC P.O. No.:	
		Line No.:	
Facility Name:		Project Manager:	
Project Consultant:		Dir. Capital Planning & Programming	

Under the provisions of your contract for professional services, you are hereby authorized to proceed with the following services for the project referenced above.

☐ Schematic Design ☐ Design Development ☐ Construction Documents
☐ Bidding ☐ Construction Contract Administration ☐ Warranty
☐ Other Services: Attached:

This Authorization to Proceed is subject to the following attachments:

Attachments:
☐ Professional Services Required
☐ Project Schedule
☐ Professional Fees
☐ Previous ATP's

The scope of the required services is specified on the Professional Services Required with a Fixed Limit of Construction Cost (FLCC) for this project as indicated below:

Original FLCC	Current Cost Estimate	Revised FLCC by ATP

The following professional services will be provided by the Project Consultant as a normal part of its Basic Services for the Project listed above:

Item Discipline Description

Consultant's Authorization To Proceed (Continued)

Project Schedule

Project No. & Location No.: _____ Project Title: _____

Facility Name: _____
Project Consultant: _____

The required project schedule milestones for this project are presented below.

ACTIVITY	Date Required Or Estimated Time Period Start	Finish
Schematic Design		
Design Development		
Construction Documents Development		
50% Construction Documents		
100% Construction Documents		
Bidding and Award of Contract		
Time for Permitting of Submittals, Prior to the Issuance of the Construction NTP (Part of Contract Administration)		
Construction		
Warranty		

The School Board of Broward County, Florida
Office of Capital Programs
2301 NW 26th Street
Fort Lauderdale, Florida 33311

PSA Attachment 4

Consultant's Authorization To Proceed (Continued)

Professional Fees

Project No. & Location No.: _____ Project Title: _____

Facility Name: _____
Project Consultant: _____

Phase	Original Basic Fee	Fee Authorized by ATP		Fee Previously Paid		Fee Balance	
I (SD) (5%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
II (DD) (10%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
III (CD) (35%/60%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
IV (BID) (65%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
V (CA) (98%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
VI (Warr) (100%)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 1)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 2)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 3)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Other Service (Item No. 4)	$0.00	$0.00	0.0 %	$0.00	0.00 %	$0.00	0.00 %
Total:	$ 0.00	$ 0.00		$ 0.00		$ 0.00	

Payment for these services shall be made In accordance with the provisions of the Professional Services Agreement.

Approved By Consultant				Approved By SBBC			
Name:				Name: Shelley N. Meloni			
Title:				Title: Director, Pre-Construction			
Signature:	_____	Date:	_____	Signature:	_____	Date	_____
Recommended By SBBC							
Name:							
Title: Project Manager, Owner's Representative							
Signature:	_____	Date:	_____	Signature:	_____	Date	_____

This document is part of the Professional Services Agreement between The School Board of Broward County, Florida (Owner) and the Design Professional and is incorporated by reference into the terms and conditions of that agreement.

Design and Professional Consulting Staff

Prime Firm:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351 **(754) 321-0505**

Document 00455: Background Screening of Contractual Personnel

Project No:
Location No:
Project Title:
Facility Name:

SWORN STATEMENT PURSUANT TO SECTION 1012.465, FLORIDA STATUTES, BACKGROUND SCREENING OF CONTRACTUAL PERSONNEL

Contractor agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Contractor and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Contractor or its personnel providing any services under the conditions described in the previous sentence. Contractor will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its personnel. The Parties agree that the failure of Contractor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Contractor agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Contractor s failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

Bidder agrees to indemnify and hold harmless Owner, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Bidder's failure to comply with the requirement of this Section or Section 1012.32 and Section 1012.465, Florida Statutes in addition to any other indemnification obligations that may be imposed upon Bidder pursuant to SBBC Indemnification requirements as revised and the laws of Florida.

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared

_____ **who, being by me first duly sworn, made the following statement:**

1. Contractor Name: _____

   Address: _____

2. My relationship to the Contractor named in (1) above is: _____
   (List relationship such as sole proprietor, partner, president, vice president, etc.)

3. Federal Employer Identification Number (FEIN) (or if entity has no FEIN, the social security number of the person signing this sworn statement) _____

TO BE COMPLETED AT THE TIME OF SUBMISSION OF POST-AWARD DOCUMENTS INDICATED IN DOCUMENT 00200. COMPLIANCE WITH SECTION 1012.465, FLORIDA STATUTES IS REQUIRED PRIOR TO ISSUANCE OF DOCUMENT 00550, NOTICE TO PROCEED.

☐ The above-named Contractor presently complies fully with the requirements set forth in Section 1012.465, Florida Statutes to the extent that all contractual personnel to be employed under the terms of this bid HAVE met Level 2 Screening requirements set forth in Section 1012.32, Florida Statutes.

BY: _____ **DATE:** _____

NAME (Printed) _____ **TITLE:** _____

Notarization

State of: _____)

County of: _____)

Sworn to and subscribed before me, the undersigned authority, by

_____

who is personally known to me or did produce:

_____

an identification and who did take an oath.

Notary Public: _____ **Affix Seal**

Commission Expires on: _____

School Board of Broward County – Contractors & Vendors

Those who need to request entry badges to the Broward School Board Facilities need to go to http://www.broward.k12.fl.us/police/secclear.html and follow the instructions for Fieldprint registration and scheduling process.

Before processing your documentation, you need to have a signed contract or Purchase Order and a Vendor number; to obtain a Vendor number please call (754) 321-2374.

All vendors and contractors must provide the necessary information as soon as possible to Fieldprint. These documents can be found by selecting "Click Here for Forms and Other Necessary Information" hyperlink.

If you have any questions, please call Security Clearance Department at 754-321-2374.

(Remainder of page intentionally left blank)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Zeman Consulting Group, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3970 RCA Blvd Suite #7750

Requester's name and address (optional)

6 City, state, and ZIP code
Palm Beach Gardens, FL 33410

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
8 6 – 2 0 5 0 2 1 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Derek Zeman Date ▶ 6/9/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

The School Board of Broward County, Florida

Professional Services Agreement

ATTACHMENT 8

Truth in Negotiations Certification

The format for the truth-in-negotiations certification is presented below. The consultant must complete this attachment prior to contract processing:

(Firm's Letterhead)

PROJECT NAME: FY24-038 Surveying Services

AMOUNT OF CONTRACT:

CERTIFICATE OF TRUTH IN NEGOTIATION

This is to certify that to the best of my knowledge and belief, all wage rates and other factual unit costs supporting the compensation negotiated for the referenced contract are accurate, complete, and current at the time of contracting as defined in Florida Statutes CH287.055 (5) (a) and represented to The School Board of Broward County, Florida or their representative(s) in support of:

PROJECT NAME (S) FY24-038 Surveying Services

Are accurate, complete and current as of

6th of December, 2023

FIRM: Zeman Consulting Group, LLC

Vice-President:

By: _____

Reference: Florida Statutes 287.055

The School Board of Broward County, Florida PSA Attachment 9

ACH Payment Agreement Form

VENDOR NAME: ZEMAN CONSULTING GROUP LLC

Authorization Agreement

I (we) hereby authorize **The School Board of Broward County** to initiate automatic deposits (credits) to my account at the financial institution named below. Additionally, I authorize **The School Board of Broward County** to make the necessary debit entries/adjustments in the event that a credit entry is made in error.

Further, I agree not to hold **The School Board of Broward County** responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until **The School Board of Broward County** receives written notification of cancellation from me or my financial institution and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Account Information

Name of Bank or Financial Institution: TD BANK

Branch/ State: FLORIDA

Routing No: 0670-14822

Account No: 4385443191 Checking ■ Savings ☐

VENDOR AREA:

Remittance Confirmation: (please select one) SROSALES@ZEMANGROUP.COM Fax ☐ Email ■

Federal Identification No. Vendor 86-2050215 TAX ID# ■ SS# ☐

Update Purchase Order Fax & Email Address

Centralized Fax Number _____ **Dept.** _____

Centralized Email SROSALES@ZEMANGROUP.COM **Dept.** AP/AR

Centralized Phone No. 561-223-9290 **Dept.** _____

Signature

Authorized Signature (Primary) and Business title: _____ **Date:** 12/6/23

Authorized Signature (Joint) and Business title: _____ **Date:** _____

Please attach a VOIDED check to verify bank details and routing number.

This form must be returned to: SBBC – Purchasing – Data Strategy Group
7720 W. Oakland Park Blvd, Sunrise FL 33351 call: 754-321-0516 or fax # 754-321-0533

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered __ Initials: _

The School Board of Broward County, Florida

RFQ # and NAME FY24-038

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with the RFQ, each Proposer must disclose, in its RFQ, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee
MICHAEL ROSS		

Check one of the following and sign:

☒ I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

Signature

ZEMAN CONSULTING GROUP
Company Name

MICHAEL ROSS
Name of Official

3970 RCA BOULEVARD - SUITE 7750
Business Address

PALM BEACH GARDENS, FL 33410
City, State, Zip Code

TSSC
7720 W Oakland Park Blvd.
Sunrise, Florida 33351
(754) 321-0510

RFQ Number/Name	**FY24-038 - Continuing Contracts for Surveying Services**
Proposer's Company Name	**Zeman Consulting Group**
Dated Submitted	**Tuesday, November 14, 2023**

Staff Rate Breakdown For Professional Services

Staff Classification (Remove this note prior to submitting this form: Below are Examples. ADD/REVISE Positions as Applicable to your firm.)	**Maximum Raw Hourly Rate ($)**	**Multiplier**	**Total**
Zeman Consulting Group			
Senior Survveyor and Mapper	$64.90	2.90	$188.21
Professional Surveyor and Mapper	$48.08	2.90	$139.43
Senior Survey Technician	$36.00	2.90	$104.40
Survey/CADD Techncian	$26.00	2.90	$75.40
Utility Location Manager	$32.45	2.90	$94.11
Administrative Support	$28.00	2.90	$81.20
2-Person Survey Crew	$59.50	2.90	$172.55
3-Person Survey Crew	$80.50	2.90	$233.45
2-Person SUE Crew	$68.00	2.90	$197.20
GPS Survey Crew (+$15/hr equipment rate)	$59.50	2.90	$189.34
3D Laser Scanning Crew (+$50/hr equipment rate)	$59.50	2.90	$224.34
Vacuum Excavation Services (per hole)			$550.00
(does not include survey/designation/permits)			
Supplemental Services Multiplier			

Note 1: These rates will be set for the first three (3) years. Rate adjustments may be considered for additional year extensions (if applicable). Rate adjustments will be approved by the Office of Facilities & Construction's Director (Pre-Construction) with copy to the Purchasing Agent (Construction).
Note 2: Reimbursable expenses (a.k.a. allowances) should be direct costs with no mark-up.

FEMA REQUIREMENTS PSA Attachment 12

1. Added Terms and Conditions. The Awardee ("Consultant") shall incorporate the following FEMA terms and conditions into all construction and bid documents for projects subject to receipt of any grant, contract, loan, insurance, or guarantee involving federally assisted construction. Consultant shall itself comply with all terms and conditions which apply to the professional design services provided for such projects.

2. Compliance with Federal Law. Re2ulations and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

a. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excel of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

b. The contracts must also include a provision for compliance with the Copeland "Anti- Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal Entity must report all suspected or reported violations to the Federal awarding agency.

1. Contractor. The contractor shall comply with 18 U.S.C. 874, 40 U.S.C. 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

11. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate.

instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

c. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Consultant will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

11. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by this section.

111. Withholding for unpaid wages and liquidated damages. The School Board of Broward County, Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

1v. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in Articles I. i.e. through (4) of this section and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

d. Clean Air Act. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et. Seq.

The contractor agrees to report each violation to the School Board of Broward County and understands and agrees that the School Board of Broward County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

e. Federal Water Pollution Control Act. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The contractor agrees to report each violation to the School Board of Broward County and understands and agrees that the School Board of Broward County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

3. Recovered/Recycled Materials. In the performance of this contract, the contractor shall make maximum use of products containing recovered/recycled materials that are EPA- designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance; meeting contract performance requirements; or at a reasonable price. If such materials are not available, then materials used for the manufacture or construction of any supplies, materials or equipment covered by this project shall be new unless otherwise specified. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. If recovered/recycled materials are not available, the items bid must be new, the latest model, of the best quality and highest-grade workmanship as needed for the particular procurement.

If a proposed recovered/recycled material has been determined to be unsafe for children in the schools, then only new material shall be used.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website,

https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

4. Equal Employment Opportunity. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The following shall be incorporated into the Agreement for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(I) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a

part of such employee's essential job functions discloses the compensation of such other employees or applicants to individual who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontractor purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(Remainder of page intentionally left blank)

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subconsultants with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

5. Contract Work Hours and Safety Standards. Consultant and contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

6. Policies, Local, State and Federal Laws. Consultant and contractor agree to comply with all School Board Policies, local, state and federal laws, including, but not limited to, the federal Clean Air Act and Clean Water Act.

7. Energy Efficiency. Consultant and contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8. Rights to Inventions Made Under A Contract Or Agreement. Any invention developed during the performance of work under a federal award or grant shall provide for a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

9. Certification. Contractors applying or bidding for an award of $100,000 or more must file the required certification: Each tier ce1tifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. DHS Imagery. A contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

11. Access to Records. The contractor agrees to provide the School Board of Broward County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

a. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

b. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

c. In compliance with the Disaster Recovery Act of 2018, The School Board of Broward County, Florida and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

12. Changes. The cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of the applicable Federal grant or cooperative agreement, and reasonable for the completion of project scope.

13. Breach. A breach of any of the articles above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R.

14. Debarment and Suspension <Executive Orders 12549 and 12689). This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the School Board of Broward County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the School Board of Broward County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. Byrd Anti-Lobbying Amendment. Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

16. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

[End of FEMA REQUIREMENTS]

(Remainder of page intentionally left blank)

e-Builder. The Consultant shall use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Consultant and PC; pay applications/invoicing; requests for change orders; material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

a. Licenses shall be provided to Consultant to permit access and use of e- Builder for all projects awarded by Owner. Such licenses(s) shall be valid throughout the duration of the project(s).
b. Form Module. The e-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes All e-mailed communications.
c. Workflows. Any and all responses or required responses to an open Action Item or to an initiated Workflow process shall be input and managed through e-Builder Work Flow processes that will be executed through e-Builder include but are not limited to the procedures identified in the Professional Services Agreement - Continuing Contracts - Architectural.
d. Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi- weekly design meetings (while in design) weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, etc.) and other design and/or construction milestones and deadlines.
e. Meetings. Information to be submitted through e-Builder related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which must occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes template) and confirmation of actual meeting attendees.
f. Access to e-Builder and Licensing. Consultant shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employees(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder.

This information together with a request for licensing shall be sent to:
Atkins, Program Controls Support
(754) 321-01537, - ebuilderLicense@browardschools.com.

Upon receipt, review and acceptance of the request, access information and logins shall be provided to Consultant.

Training shall be coordinated, scheduled, and provided to those provided access and licenses by Atkins. Additional training may be provided based on availability.

[End of E-BUILDER REQUIREMENTS

Procurement & Warehousing Services
Broward County Public Schools

AWARD RECOMMENDATION

RFQ #: FY24-038

Tentative Board Meeting Date*: December 12, 2023

RFQ Title: Design Professional Services Continuing Contract for Surveying Services

Notified: 736

Downloaded: 34

of Responses Rec'd: 7

of "No Bids": 0

For: Office of Facilities and Construction (School/Department)

RFQ Opening Date : October 11, 2023

Fund: ADEFP

Advertised Date: September 6, 2023

POSTING OF RFQ AWARD RECOMMENDATION: RFQ Award Recommendations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on **October 19, 2023 @ 4:00 PM** and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest. **Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.**

(*) The Cone of Silence, as stated in the ITB / RFP / RFQ / HARD BID, is in effect until it is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

AWARD RECOMMENDATION

STAFF SHALL NEGOTIATE CONTRACTS WITH A MAXIMUM OF FIVE (5) OF THE HIGHEST-RANKED FIRMS FOR CONTINUING PROFESSIONAL SERVICES AT COMPENSATION THAT STAFF DETERMINES IS FAIR, COMPETITIVE, AND REASONABLE. SHOULD STAFF BE UNABLE TO NEGOTIATE SATISFACTORY CONTRACTS WITH ANY OF THE FIVE (5) HIGHEST-RANKED FIRMS, NEGOTIATIONS WITH THAT FIRM OR FIRMS WILL BE FORMALLY TERMINATED.
STAFF SHALL THEN UNDERTAKE NEGOTIATIONS WITH THE NEXT HIGHEST-RANKED FIRM OR FIRMS. AGAIN, SHOULD STAFF BE UNABLE TO NEGOTIATE A SATISFACTORY CONTRACT WITH THE ONE OR MORE OF SUCH FIRMS, STAFF WILL FORMALLY TERMINATE NEGOTIATIONS AND THEN UNDERTAKE NEGOTIATIONS WITH THE NEXT HIGHEST RANKED FIRM OR FIRMS. THIS PROCESS SHALL CONTINUE UNTIL SUCH TIME AS A SATISFACTORY CONTRACT IS NEGOTIATED WITH THE REMAINING HIGHEST-RANKED FIRM(S).

CONEMCO ENGINEERING, INC.-FIRST RANKED
J BONFILL & ASSOCIATES, INC. – SECOND RANKED
MILLER LEGG – THIRD RANKED
ZEMAN CONSULTING GROUP – FOURTH RANKED
KCI TECHNOLOGIES, INC. – FIFTH RANKED
CONTROL POINT ASSOCIATES, LLC-SIXTH RANKED
LANZO CONSTRUCTION COMPANY -SEVENTH RANKED

UPON SUCCESSFUL NEGOTIATION WITH EACH FIRM, SEPARATE CONTRACTS SHOULD BE SUBMITTED TO THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR APPROVAL AND AWARD TO EACH APPLICABLE FIRM.

By: Alex Jurado (Purchasing Agent)

Date: 10/20/2023

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

FY24-038 Continuing Contract for Surveying Services

Final Score Sheet
10/19/2023

QSEC Voting Members	Cenamco Engineering, Inc.	Control Point Associates FL, LLC	J Bonfill and Associates Inc.	KCI Technologies, Inc.	Lanzo Construction Company	Miller Legg	Zaman Consulting Group
Mario Guevara	60.00	55.00	58.00	61.00	47.00	62.00	53.00
Jeffrey Whitney	57.00	50.00	59.00	54.00	43.00	61.00	38.00
Farrah Wilson	64.00	53.00	50.00	56.00	47.00	63.00	42.00
Sandra Garzon	49.00	42.00	58.00	54.00	34.00	53.00	29.00
Sheldon Dash	58.00	55.00	59.00	57.00	50.00	60.00	52.00
Annemarie Richards	64.00	55.00	62.00	57.00	51.00	61.00	49.00
Total Voting Members Scores	***352.00***	***310.00***	***346.00***	***339.00***	***272.00***	***360.00***	***283.00***
Maximum Value of Voting Members Scores	64.00	55.00	62.00	61.00	51.00	63.00	53.00
Minimum Value of Voting Members Scores	49.00	42.00	50.00	54.00	34.00	53.00	29.00
Total Score (less highest + lowest)	***239.00***	***213.00***	***234.00***	***224.00***	***187.00***	***244.00***	***181.00***
Total Voting Members Avg. Score	***59.75***	***53.25***	***58.50***	***56.00***	***46.75***	***61.00***	***45.25***

DISTRICT STAFF SCORING ONLY							
Section A – General							
Section B – Required Forms							
Section C: Experience and Qualifications							
Section C.1 Current Workload with SBBC	*5*	*5*	*5*	*5*	*5*	*3*	*5*
Section C.3 Relevant Programs/ Reference	*12.25*	*10.75*	*15*	*10.75*	*8.25*	*13*	*9.5*
Section E: Supplier Diversity & Outreach Program							
Section E - M/WBE Participation	*15*	*0*	*0*	*0*	*0*	*0*	*15*
Deductions	*0.00*	*0.00*	*0.00*	*0.00*	*0.00*	*0.00*	*-1.00*
Total District Staff Score	*32.25*	*15.75*	*20.00*	*15.75*	*13.25*	*16.00*	*30.50*
Final Scores	***92.00***	***69.00***	***78.50***	***71.75***	***60.00***	***77.00***	***75.75***
FIRM RANKINGS	1.00	6.00	2.00	5.00	7.00	3.00	4.00

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	OO. Strategy & Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-15.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **FY22-099 - Evolution Lab Suite 360 - Behavior Intervention Curriculum ADDED**

REQUESTED ACTION: **Approve the Agreement; Contract Term: February 1, 2024, through January 31, 2027; Award Amount: $785,169; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide.**

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.
The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Agreement

FINANCIAL IMPACT:

$785,169, funding source is Mental Health Assistance Allocation.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

School Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Judith M. Marte	Phone:	754-321-2611
Name:	Dr. Howard Hepburn	Phone:	754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Judith M. Marte, Deputy Superintendent, Finance & Operations

Signature

Judith M. Marte, Deputy Superintendent, Finance & Operations

Electronic Signature
Form $4189 Revised 7/23
PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____
School Board Chair

For more information, please contact:
Name: Dr. Howard Hepburn
Title: Deputy Superintendent,
Teaching & Learning
Phone: 754-321-2100

EXECUTIVE SUMMARY

Recommendation to Approve Agreement
FY22-099 - Evolution Lab Suite 360 – Behavior Intervention Curriculum

---

Board Meeting Date: January 23, 2024

Requested Action
Approve the Agreement between The School Board of Broward County, Florida (SBBC) and Navigate360, LLC; Contract Term: February 1, 2024, through January 31, 2027; Award Amount: $785,169; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide.

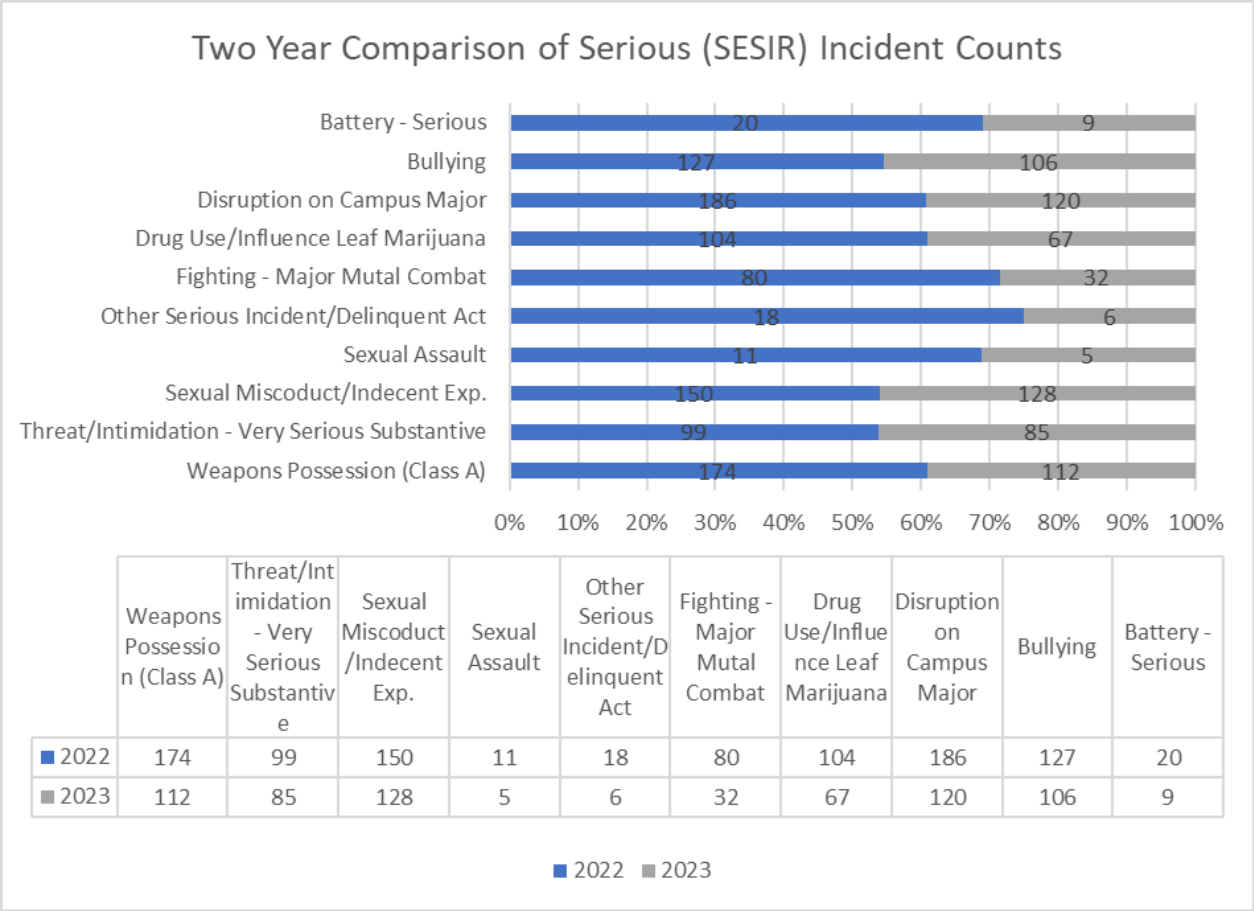
Impact if the Board Voted Yes or No

If the Board votes "Yes": School administrators and staff will continue to utilize the Suite360 Behavior Intervention curriculum as a prevention tool in the classroom and during counseling sessions and as an intervention tool providing individualized behavioral consultations with curriculum support while District students are serving internal suspension assignments and alternative to external suspension (AES) assignments, as outlined in the discipline matrix in Policy 5090 – Code of Student Conduct.

If the Board votes "No": Schools will no longer have access to this resource, leading to potential inconsistencies in curriculum support for prevention and intervention related to District student behavior.

Background/History
This contract provides for continued District-wide use of the electronic curriculum delivery system from Suite360. The age-appropriate behavior intervention curriculum supports the District's commitment to making every reasonable effort to correct student misbehavior through school-based resources, supports students in learning the skills necessary to enhance a positive school environment, and provides additional support to school administrators and teachers by providing lessons for targeted behaviors that can be used with individual students or as school-wide/classroom-wide prevention and interventions. This intervention curriculum provides District-wide consistency in satisfying the "Behavioral Consultation with Curriculum Support" intervention required by Policy 5090.

Statistical analysis of data from the previous school year suggests that our use of Suite360 has significantly reduced two thousand one hundred ninety (2,190) infractions. Furthermore, last year's data shows a significant reduction in referrals for some of the most severe incidents over the previous year, as depicted in the graph below:



	Weapons Possession (Class A)	Threat/Intimidation - Very Serious Substantive	Sexual Miscoduct/Indecent Exp.	Sexual Assault	Other Serious Incident/Delinquent Act	Fighting - Major Mutal Combat	Drug Use/Influence Leaf Marijuana	Disruption on Campus Major	Bullying	Battery - Serious
2022	174	99	150	11	18	80	104	186	127	20
2023	112	85	128	5	6	32	67	120	106	9

Alignment to 2027 Goals and Guardrails
Guardrail 3: School Support

Measurable Outcome(s)/Return on Investment
By June 2025, District discipline data will show a reduction of at least five (5%) percent in the number of students receiving multiple behavioral referrals.

Procurement Method
Pursuant to Purchasing Policy 3320, Section II, H, and under the Department of Education, Rule 6A-1.012,(11)(b), and (14), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, the requirement for requesting competitive solicitation for commodities or contractual services from three (3) or more sources are hereby waived as for the SBBC's purchase of copyrighted materials, instructional materials, and computer software.

Financial Impact
The requested spending authority is $785,169. The funding source is the Mental Health Assistance Allocation.

Financial Impact Table:

Description	Quantity	Rate	Annual Cost	Discount Annual Cost	Total Contract Award (3 Years)
Suite360 Intervention Restorative Justice Intervention Program (3Year Subscription)	230 Schools	$2,750	$632,500	$261,723	$785,169

The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

PROCUREMENT & WAREHOUSING SERVICES

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	January 12, 2024
Previous Bid # (Ex: 10-004R):	FY22-099	**Buyer/PA:**	MICHELLE WILCOX
New Bid Award Total:		**Bid Title:**	Evolution Labs Suite 360 Behavior Intervention
Previous Award Total:	$514,100		
Bid Type:	INCREASE TO BID		
Previous Bid Term (Start Date):	2/1/2023	**New Bid Term (In Months):**	
Previous Bid Term (End Date):	1/31/2024	**# of Months Into Bid:**	11

SPEND REPORTING	
Purchase Order(s) Spend:	$514,100
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$514,100**
Average Monthly Expenditure:	$46,736
Unused Authorized Spending:	**$0**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
132185-EVOLUTION LABS INC		$ 514,100
	PO VENDOR SPEND:	**$ 514,100**
	P-CARD SPEND:	**$ -**
	TOTAL SPEND:	**$ 514,100**

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	2615098050	**Name** (First & Last)	Jodi Washington
Fund	1000	**Title**	Director
Functional Area	6110000000000000	**Department/School Name**	Equity,Diversity and School Climate
Commitment Item	53190000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**1/11/2024**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

Navigate360, LLC
(hereinafter referred to as "Vendor"),
whose principal place of business is
3900 Kinross Lakes Parkway, Suite 200, Richfield, Ohio 44286

WHEREAS, Vendor develops and licenses intervention education curriculum, supplemental resources, assessment products, associated scoring and reporting services via its Suite360 Intervention Restorative Justice Intervention Program computer software; and

WHEREAS, Vendor is willing to provide such computer software to SBBC; and

WHEREAS, SBBC, pursuant to Department of Education Rule 6A – 1.012 (11)(b), and (14), Florida Administrative Code and School Board Policy 3320 Section II, H, which authorizes the purchase of any type of copyrighted materials and instructional materials and computer software without competitive solicitations.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement commences on February 1, 2024 ("Effective Date") and concludes on January 31, 2027; and upon the approval of both parties in writing in the form of an Amendment to this Agreement executed by both parties may be renewed for two (2) additional one (1) year periods.

2.02 **Vendor Responsibilities.** Vendor shall

(a) Provide SBBC with unlimited access to the computer software program, Suite 360 Intervention Restorative Justice Intervention Program (Program), to provide the District with an intervention educational curriculum and associated assessment products, reporting, as well as scoring services for each District student that is administered assessments;

(b) Provide SBBC with any and all training specifically necessary to utilize and implement the Suite360 Intervention Restorative Justice Intervention Program (training), including, but not limited to, assigning lessons, monitoring lesson completion reports, determining which lessons in the Program to use, and best practices for conferencing with selected District students about what the respective student learned from the lessons that he or she completed within the Program.

(c) Provide training to any and all teachers, school based administrators, and District staff primarily via webinar; however, Vendor shall ensure that in person training is available upon SBBC's request, with no less than two (2) weeks' notice. In person training will be restricted to groups of ten (10) or more persons.

(d) Provide any and all technical support to all SBBC users of the Program through phone, email, and help tickets.

(e) Identify a point of contact with whom SBBC is to communicate with for the purposes of Vendor carrying out the tasks necessary to fulfill this Agreement.

(f) Actively, participate in meetings with SBBC to discuss: 1) scheduling of training and 2) any plans necessary to ensure that Vendor performs technological integration of the Program to ensure that Vendor's the Program fully integrates with the District's Information Technology single sign-on platform for ease of SBBC's access.

(g) Perform any and all tasks required to ensure that the Program fully integrates with the District's Information Technology single sign-on platform for ease of SBBC's access.

(h) Provide SBBC access to all materials, curriculum reporting resources for implementing the Program.

(i) Deliver software Program within one (1) week of the Effective date of the Agreement. The Program shall have an uptime of 99.99% and Vendor shall announce scheduled downtime announced no less than seven (7) business days prior to the date that downtime will occur. Should an unexpected outage occur, Vendor shall restore services as quickly as possible and no more than twenty-four (24) hours.

2.03 **SBBC Responsibilities.** SBBC shall perform the following:

(a) Participate in planning meetings to discuss technological integration and communication of curriculum and training to schools for the Vendor's curriculum resource throughout the term of this Agreement.

(b) Keep Vendor staff current on the District's training needs.

2.04 **Cost**. The total cost to SBBC for unlimited access to Vendor's Suite360 Intervention Restorative Justice Intervention Program computer software and ancillary training services under this Agreement shall not exceed a total of Seven Hundred Eighty Five Thousand, One Hundred Sixty-Nine Dollars and 00/100 Cents ($785,169.00), specifically at a rate of Two

Hundred Sixty-One Thousand, Seven Hundred Twenty-Three Dollars and 00/Cents ($261,723.00) per year.

2.05 **Payment**. SBBC shall issue the Vendor Purchase orders in the following manner:

(a) Upon commencement of the Agreement, SBBC will issue a purchase order to the Vendor for an amount of Two Hundred Sixty-One Thousand Seven Hundred Twenty-Three Dollars and 00/100 Cents ($261,723.00).

(b) SBBC will issue a purchase order to the Vendor before February 1, 2025 for an amount of Two Hundred Sixty-One Thousand Seven Hundred Twenty-Three Dollars and 00/100 Cents ($261,723.00).

(c) SBBC will issue a purchase order to the Vendor before February 1, 2026 for an amount of Two Hundred Sixty-One Thousand Seven Hundred Twenty-Three Dollars and 00/100 Cents ($261,723.00).

(d) On or after the Effective February 1, 2024 of this Agreement Vendor shall submit an invoice in the amount of Two Hundred Sixty-One Thousand, Seven Hundred Twenty-Three Dollars and 00/100 Cents ($261,723.00) for the time period of February 1, 2024 through January 31, 2025.

(e) On or after the February 1, 2025 of this Agreement Vendor shall submit an invoice in the amount of Two Hundred Sixty-One Thousand, Seven Hundred Twenty-Three Dollars and 00/100 Cents ($261,723.00) for the time period of February 1, 2025 through January 31, 2026.

(f) On or after the February 1, 2026 of this Agreement Vendor shall submit an invoice in the amount of Two Hundred Sixty-One Thousand, Seven Hundred Twenty-Three Dollars and 00/100 Cents ($261,723.00) for the time period of February 1, 2026 through January 31, 2027.

(g) Vendor shall submit proper and appropriate invoices identifying the respective purchase order number, product and ancillary training services, and appropriate amount as indicated in this section, and any other information required by the Director of the Equity, Dirersity and School Climate department; and shall submit invoices to: The School Board of Boward County, Florida Accounting and Financial Reporting Department, Attn: Accounts Payable 600 SE 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301.

(h) Vendor's invoice shall be subject to the approval of the Director, Equity, Diversity and School Climate department.

(i) SBBC will pay Vendor's proper and appropriate and district approved invoices net thirty (30) calendar days from the date of same invoice.

2.06 **SBBC Disclosure of Education Records**.

(a) SBBC staff will provide Vendor with the education records in this section for the following purposes:

1) To provide a curriculum of behavior intervention for students with discipline violations.
2) To provide students with login code.
3) To report which students have completed their lessons to SBBC.

(b) SBBC will provide Vendor with the following education records via the District's integration system:

1) Student first name
2) Student last name
3) Student identification number
4) Student date of birth
5) Student gender
6) Student grade level
7) Subject
8) Name of school
9) Name of classroom/teacher

(c) In addition to the education records being disclosed by SBBC in section 2.06 (b), Vendor will also have access to responses inputted by students (including but not limited to answers to quizzes, open-ended responses and pledges) or have access to curriculum-specific information submitted by students in Vendor's online platform. Vendor shall comply with the Children's Online Privacy Protection Act of 1998 (COPPA), 15 U.S.C. 6501-6505, and its corresponding Childre's Online Privacy Protection Rule, 16 CFR Part 312. In instances where students under the age of thirteen (13) years enter personally identifiable work and information into Vendor's online platform, or when Vendor engages in passive tracking of children's personal information. SBBC shall obtain written verifiable consent from each student's parent/guardian as required by COPPA.

(d) Vendor is considered a "school official" with a legitimate educational interest to receive the aforementioned types of information from SBBC student education records for the purposes listed above. Pursuant to the Family Education Rights and Privacy Act (FERPA), 34 CFR 99.3 (a)(1), these records may be provided without prior parental consent. Prior written consent of the parent of student age eighteen (18) or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

(e) The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in Vendor's privacy policies, if any.

2.07 **Vendor Safeguarding Confidentiality of Education Records**.

(a) Notwithstanding any provision to the contrary within this Agreement, Vendor shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical, and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall, otherwise be in full be in compliance with Section 1006.1494, Florida Statutes;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including its Privacy Officer and Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) purge education records from any media once the media is no longer in use or is to be disposed.

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) Vendor shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.08 **SBBC Disclosure of Employee Records**.

(a) SBBC will provide Vendor with the employee records listed for the following purposes:

1) For Vendor to grant District employees with administrator access to Vendor's systems:
2) For Vendor to provide updates to facilitate and improve the use of the syst this may include:
   a. Instructional information for using the system.
   b. Administering the system to students.
   c. Information on product and/or system training.

(b) SBBC will provide Vendor with the following employee records via the District's integration system:

1) Theacher's first and last name
2) Teacher's identification number
3) Teacher's email address
4) Teacher's grade level
5) Subject
6) Name of school
7) Class roster listing the student's name in each call associated with the teacher.

(c) The requirements if this section shall supersede any uses and disclosures of employee records as listed in Vendor privacy policies.

2.09 **Vendor Safeguarding the Confidentiality of Employee Records**.

Notwithstanding any provision to the contrary within this Agreement, VENDOR NAME HERE shall:

(a) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

(b) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;

(c) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement;

(d) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;

(e) notify SBBC immediately upon discovery of a breach of confidentiality of employee records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

(f) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

(g) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law. This section shall survive the termination of all performance or obligations under this Agreement.

2.10 **Auditing of Data Protection Controls**.

(a) Vendor or any of Vendor's subcontractors with access to SBBC data shall provide an attestation stating the Vendor and/or Vendor's subcontractors with access to SBBC data have undergone a third-party audit and the security controls being used are in compliance with acceptable security standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by Vendor or by any of Vendor's subcontractors with access to SBBC data under this Agreement.

(b) At a minimum, the audit shall show what controls are used to:

1) protect SBBC against unauthorized access, unauthorized disclosure, and damage;

2) reduce the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data;

3) ensure SBBC student and/or staff personal information is collected, used, retained, disclosed, and disposed of in a manner to meet Vendor's objectives while also ensuring the data is protected from unauthorized use or disclosure; and

4) monitor compliance with established security controls.

(c) Additionally, the Vendor and/or the Vendor's subcontractors with access to SBBC data shall, at minimum, annually a third-party of their security controls showing compliance with acceptable security standards and maintain compliance during the agreement. The Vendor shall provide SBBC an attestation of continued compliance by Vendor and/or Vendor's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

2.11 **Inspection of Vendor's Records by SBBC**. Vendor shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All Vendor's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of Vendor directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to Vendor's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to Vendor pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide Vendor reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to Vendor's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by Vendor to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any Vendor's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by Vendor in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Vendor. If the audit discloses billings or charges to which Vendor is not contractually entitled, Vendor shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

(f) Inspection of Subcontractor's Records. If applicable, Vendor shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Vendor to include

such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to Vendor pursuant to this Agreement and such excluded costs shall become the liability of Vendor.

(g) Inspector General Audits. Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.12 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Director, Equity, Diversity and School Climate The School Board of Broward County, Florida 1400 NW 14th Court Fort Lauderdale, Florida 33311
To Vendor:	Navigate360, LLC 3900 Kinross Lakes Parkway, Suite 200 Richfield, Ohio 44286

2.13 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.14 **Background Screening**. Vendor shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the

background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of Vendor's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of Vendor or its personnel providing any services under this Agreement. Vendor shall 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 (FDLE) to maintain the fingerprints provided with respect to Vendor and its personnel. The parties agree that the failure of Vendor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit Vendor to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. Vendor agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Vendor's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.15 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Vendor shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Vendor shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Vendor does not transfer the public records to SBBC. Upon completion of the Agreement, Vendor shall transfer, at no cost, to SBBC all public records in possession of Vendor or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Vendor transfers all public records to SBBC upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.16 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By Vendor. Vendor agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by Vendor, its agents, servants, or employees; the equipment of Vendor, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Vendor or the negligence of Vendor's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Vendor, SBBC, or otherwise.

2.17 **Insurance Requirements**. Vendor shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. Vendor shall have and maintain General Liability insurance with limits of not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits of not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. Vendor shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than $1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. In accordance with Chapter 440, Florida Statutes, Vendor shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. Vendor shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000 Combined Single Limit. If Vendor does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000. In addition, an affidavit signed by Vendor must be furnished to SBBC stating the following: "Vendor does not own any vehicles. If Vendor acquires any vehicles during the term of the Agreement, Vendor agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of Insurance must be submitted to the insurance tracking system within fifteen (15) days of this notification. You will receive a system-generated email within three (3) business days of this letter with insurance requirements and a unique link to upload your certificate of insurance (located at the bottom of the email as a blue box labeled Upload COI). **YOU MUST RECEIVE A NOTICE OF COMPLIANCE**.

1) New vendors will receive an email notification requesting account verification and insurance agent information.

2) Existing vendors will receive an email notification of the current status.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) **Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301**

(h) Cancellation of Insurance. Vendor is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.18 **Equal Opportunity Provision**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.19 **Certification Regarding Scrutinized Activities**. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents ($1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida

Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Vendor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Vendor further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Vendor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Vendor further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if Vendor (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is one million dollars ($1,000,000) or more, the Agreement may be terminated at SBBC's option if Vendor is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.20 **Annual Appropriation**. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.21 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.22 **Proprietary Information**.

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials.

The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder

precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies**. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration**. SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Lori Alhadeff, Chair

ATTEST:

Date: _____

_____
Dr. Peter B. Licata, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams Digitally signed by Kathelyn Jacques-Adams Date: 2024.01.12 16:18:14 -05'00'

Note: Navigate360, LLC

_____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

NAVIGATE360, LLC

ATTEST:

By: Brian Carter 01/12/2024 03:59 PM EST

_____, Secretary

Print Name: Brian Carter

-or-

Title: Chief Revenue Officer

Jennifer McConnell
Witness

Date: 1/12/2024

Kate Rosselot
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Ohio

COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 1/12/2024 (*date*) by Brian Carter (*name of officer or agent, title of officer or agent*) of Navigate360 LLC (*name of corporation acknowledging*), a Ohio (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☑ personally known to me or has produced _____ (*type of identification*) as identification and who ☑did/☐did not first take an oath this 12 day of January, 2024.

My Commission Expires: 10/3/2027

Jennifer McConnell 01/12/2024 03:59 PM EST
Signature – Notary Public

(SEAL)

NOTARIAL SEAL STATE OF OHIO
JENNIFER MCCONNELL
Notary Public, State of Ohio
My Commission Expires:
October 3, 2027

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

Jennifer McConnell
Notary's Printed Name

2022-RE-854526
Notary's Commission No.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Status: ADDED ITEM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	OO. Strategy & Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-16.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **ITB-FY24-256 - Visitor and Volunteer Management System ADDED**

REQUESTED ACTION: **Approve the Award of Invitation to Bid (ITB); Contract Term: January 23, 2024 through February 8, 2027, with an option for two additional one-year renewal periods; Award Amount: $1,289,850; Awarded Vendor: Raptor Technologies LLC ; Small/Minority/Women Business Enterprise: None; District-wide.**

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Award Recommendation

FINANCIAL IMPACT:

$1,289,850, and it is funded by the Safety, Security, and Emergency Preparedness (SSEP) and Information Technology budgets.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Safety **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Judith M. Marte	Phone:	754-321-2611
Name:	Dr. Josiah Phillips	Phone:	754-321-2607

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Judith M. Marte, Deputy Superintendent, Finance & Operations

Signature

Judith M. Marte, Deputy Superintendent, Finance & Operations

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23

PBL/VSW

For more information, please contact:
Name: Dr. Josiah Phillips
Title: Chief Information Officer
Phone: 754-321-2607

EXECUTIVE SUMMARY

Recommendation of $500,000 or Greater
ITB-FY24-256 -Visitor and Volunteer Management System

Board Meeting Date: January 23, 2024

Requested Action
Approve the Award of Invitation to Bid (ITB); Contract Term: January 23, 2024 through February 8, 2027, with an option for two additional one-year renewal periods; Award Amount: $1,289,850; Awarded Vendor: Raptor Technologies LLC; Small/Minority/Women Business Enterprise: None; District-wide.

Impact if the Board Voted Yes or No

If the Board votes "Yes": The District can continue the security procedures of conducting automatic checks of each person entering the District schools and administrative sites.

If the Board votes "No": The District will not have an immediate process for identifying and conducting automatic checks of visitors entering the District schools and administrative sites.

Background/History
The Raptor Visitor and Volunteer Management System monitors visitors, contractors, and volunteers who enter a building and provides instant screening for sex offender status and custody orders.

The Raptor Visitor Management is installed at each school's single point of entry. Upon check-in, each first-time visitor presents their state or federal government-issued identification card. The Raptor system scans the ID and automatically checks each person entering school grounds against the national database of registered sex offenders and against a custom alert database created by each school. The Raptor system allows the District to align with changing technology to be compatible with the new Florida Driver's license format and search registration information for sexual predators and sexual offenders.

Alignment to 2027 Goals and Guardrails
Guardrail 1: Safety

Measurable Outcome(s)/Return on Investment
All visitors and volunteers are automatically scanned. Since July 1, 2023, for this school year, as of December 4, 2023, Raptor has scanned three hundred one thousand eight hundred four (301,804) visitors, thirty-nine thousand six hundred forty-nine (39,649) contractors, and forty-four thousand one hundred seventy-nine (44,179) volunteers.

Procurement Method
This contract was competitively solicited in accordance with Purchasing Policy 3320, Part II, Rule D, and Florida Administrative Code 6A-1.012(7). A copy of the ITB documents is available online at: http://www.broward.k12.fl.us/supply/agenda/ITB-FY24-256_VisitorVolunteerManagementSystem.pdf

The spending request for this ITB is $1,289,850, and it is funded by the Safety, Security, and Emergency Preparedness (SSEP) and Information and Technology budgets.

Financial Impact:

Description of Services	Total cost per the contract term
Visitor Management Software	$ 683,100
Equipment and Supplies	$ 81,750
Volunteer Management System - Level 1 – Background check	$ 525,000
Total	**$1,289,850**

PROCUREMENT & WAREHOUSING SERVICES

FINANCIAL ANALYSIS WORKSHEET

BID INFORMATION			
New Bid # (Ex: 10-004R):		**Preparation Date:**	December 18, 2023
Previous Bid # (Ex: 10-004R):	FY21-123	**Buyer/PA:**	MICHELLE WILCOX
New Bid Award Total:		**Bid Title:**	Visitor Management System
Previous Award Total:	$1,076,204		
Bid Type:	NEW BID		
Previous Bid Term (Start Date):	6/9/2020	**New Bid Term (In Months):**	
Previous Bid Term (End Date):	2/9/2024	**# of Months Into Bid:**	42

SPEND REPORTING	
Purchase Order(s) Spend:	$970,788
P Card Purchases:	$0
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	**$970,788**
Average Monthly Expenditure:	$23,114
Unused Authorized Spending:	**$105,416**
Est. Forecasted Spend (For Entire Bid Term):	

VENDOR INFORMATION		
Awarded Vendors:	**M/WBE Status (If applicable):**	**Spend:**
139245-RAPTOR TECHNOLOGIES LLC		$ 970,788
	PO VENDOR SPEND:	**$ 970,788**
	P-CARD SPEND:	**$ -**
	TOTAL SPEND:	**$ 970,788**

NOTES (Type Below):

Default Funding Source*		Department/School & Sign-off Information*	
Cost Center	1205095320	**Name** (First & Last)	Josiah J. Phillips
Fund	1000	**Title**	Chief
Functional Area	7731000000000000	**Department/School Name**	Informaiton Technology
Commitment Item	53970000	**Sign-off provided by**	

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

Data Source: SAP and Works (Bank of America system)	**Prepared on:**	**1/9/2024**

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.

Procurement & Warehousing Services
Broward County Public Schools

AWARD RECOMMENDATION

ITB #:	FY24-256	Tentative Board Meeting Date*:	JANUARY 23, 2023		
RFP Title:	Visitor and Volunteer Management System	# Notified:	697	# Downloaded:	25
		# of Responses Rec'd:	1	# of "No Bids":	0
For:	Information Technology & SSEP (School/Department)	RFP Opening Date :	December 19, 2023		
Fund:	Departments Operating Budget	Advertised Date:	December 7, 2023		

POSTING OF AWARD RECOMMENDATION: Select One Award Recommendations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on 12/20/2023___**@4 4:00 PM** and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3) (b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

(*) The Cone of Silence, as stated in the RFP, is in effect until award is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

AWARD RECOMMENDATION

Awarded Vendor	**Awarded Group**
Raptor Technologies, LLC	Group 1, 2 and 3

Contract Period: February 9, 2024 through February 8, 2027

By: Michelle Bst

(Purchasing Agent)

Date: 12/20/23

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Bid No.: FY24-256
VISITOR AND VOLUNTEER MANAGEMENT SYSTEMf
Rejection Sheet

Reject All Bids submitted for Group 4 – Emergency Management Suite: Drill Manager, Raptor, Alert, Accountability and Reunification. Bids for this group are being rejected due to the failure of the ITB to contain all provision necessary to address the education recors that would have been share under this group"

AWARD RECOMMENDATION

Bid Number:	**FY24-256**
Title of Bid:	**Visitor and Volunteer Management System**

Group 1			
Vendor Name	**Total Price**	**Award**	
Raptor Technologies, LLC	$215,500.00	✓	P

Group 2			
Vendor Name	**Total Price**	**Award**	
Raptor Technologies, LLC	$361,050.00	✓	P

Group 3			
Vendor Name	**Total Price**	**Award**	
Raptor Technologies, LLC	$179,000.00	✓	P

Bidder Recommended for Award	✓
Primary Awardee	P
Alternate Awardee	A

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	PP. Policies
DEPARTMENT:	Economic Development & Diversity Compliance

Agenda Item Number:	PP-1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **School Board Policy 3330: Supplier Diversity Outreach Program**

REQUESTED ACTION: **Adopt the revisions to Policy 3330: Supplier Diversity Outreach Program. District-wide.**

RATIONALE:

Revisions to Policy 3330 Supplier Diversity Outreach Program have been made related to business categories, certification, the establishment of a Veteran-Owned Business Enterprise (VBE) Certification, suspension language, Affirmative Procurement Initiatives, and minor administrative changes. Policy changes have been vetted in accordance with Policy 1000 Rule Development and Rulemaking. The revisions were discussed at a Board Workshop on November 28, 2023. The Notice of Proposed Rulemaking was advertised on December 26, 2023.

EXHIBITS:

- Executive Summary
- Policy 3330 Clean
- Policy 3330 Redline

FINANCIAL IMPACT:

There is no financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

OR • **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Judith M. Marte	Phone:	754-321-2611
Name:	Jennifer D. Andreu	Phone:	754-321-0774

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Judith M. Marte, Deputy Superintendent, Finance & Operations

Signature

Judith M. Marte, Deputy Superintendent, Finance & Operations

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23

PBL/VSW

For more information, please contact:
Name: Judith M. Marte
Title: Deputy Superintendent, Finance & Operations
Phone: (754) 321-2611

EXECUTIVE SUMMARY

Policy 3330: Supplier Diversity Outreach Program

Board Meeting Date: January 23, 2024

Requested Action
Adopt the revisions to Policy 3330: Supplier Diversity Outreach Program (SDOP). District-wide.

Impact if the Board Voted Yes or No

If the Board votes "Yes": Policy 3330 will be revised to address the findings of the 2023 Disparity Study update including, but not limited to, program expansion with a new Veteran-Owned Business Enterprise Certification.

If the Board votes "No": Economic Development & Diversity Compliance Department (EDDC) will not continue program implementation under existing Policy 3330 to advance District goals for diversity spend in procurement opportunities across all industry categories.

Background/History
Based on the findings of a 2015 Disparity Study, the District established Policy 3330 – Supplier Diversity Outreach Program, effective July 1, 2017, "to remedy the ongoing effects of identified marketplace discrimination that the School Board has found, continue to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in School Board contracts." The Economic Development & Diversity Compliance Department (EDDC) operates SDOP with the mission to grow the economic base of Broward County to benefit the students and business community.

With study consultant Keen Independent Research (KIR), EDDC embarked on a Disparity Study update to assess the progress of the Supplier Diversity Outreach Program. KIR assessed the utilization and availability of minority, women-owned firms and small businesses in District contracts and subcontracts during the FY2018 - FY2022 study period.

Alignment to 2027 Goals and Guardrails
Guardrail 2: Equity
Guardrail 4: Accountability

Measurable Outcome(s)/Return on Investment
The measurable outcome is increased District spend with local small, minority, women, and veteran-owned suppliers.

Financial Impact
There is no additional funding necessary for this item.

POLICY 3330
Supplier Diversity Outreach Program

I. General Provisions

A. Effective July 2017, The School Board of Broward County, Florida ("SBBC"). authorized and directed the Superintendent to establish and implement a Supplier Diversity Outreach Program ("SDOP") through Standard Operating Procedures ("SOP") that are consistent with the factual predicate, purposes, and objectives stated below and containing the following elements:

1. Factual Predicate and Purpose

a. This policy is adopted to establish a Supplier Diversity Outreach Program to remedy the ongoing effects of identified marketplace discrimination that SBBC has found continue to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in SBBC contracts.

b. In October 2015, SBBC received, reviewed, and accepted the final report of a Disparity Study conducted by Mason Tillman Associates, Ltd. ("MTA") prepared on behalf of SBBC. The MTA Disparity Study used a variety of methodologies to undertake a comprehensive examination of the relevant marketplace for SBBC purchases for the Study period from July 1, 2008, through June 30, 2013. The MTA Disparity Study identified a number of barriers, including various forms of marketplace discrimination that undermine the formation, growth, and equitable participation of minority- and women-owned businesses in SBBC purchases and contracts. Among the numerous findings that formed a strong basis in evidence to support the initial adoption of this Policy were the following:

i. There was evidence of ongoing effects of past discrimination in the relevant local marketplace in Broward County, Palm Beach County, and Miami- Dade County as previously reflected in the 2010 Broward County Disparity Study and the 2013 Miami-Dade County Public Schools Disparity Study, and as reflected in SBBC purchases examined in the 2015 SBBC Disparity Study. The opportunities for Minority/Women Business Enterprise ("M/WBE") participation in the local marketplace and in School Board contracts were affected by past discrimination in the private sector. For example, regression analysis conducted as part of the 2015 Disparity Study for SBBC observed large, adverse, and statistically

significant disparities in business formation and business earnings for M/WBEs in the construction sector and in commodities and other contractual services sectors, even while controlling for independent variables such as age, experience, finances, marital status, homeownership, and education. Moreover, a regression analysis of data from the 2003 National Survey of Small Business Finances found that when Minority Business Enterprises ("MBE") applied for loans, their requests were substantially more likely to be denied than non-MBEs, even after accounting for differences like firm size and credit history.

ii. MTA found contemporary evidence of discrimination against M/WBEs in the relevant marketplace. Some practices within the marketplace had the effect of causing disadvantage to M/WBE firms and undermine their ability to compete. MTA found particularized evidence of negative stereotypes against M/WBEs, and qualitative evidence obtained through interviews of business owners and searches of judicial opinions in Broward County confirmed a history of fraud and collusion and other exclusionary practices of prime contractors to avoid utilizing M/WBE subcontractors and sub-consultants. Such practices were found to have adversely affected M/WBE contract participation, growth, and competitiveness. As noted above, the MTA Disparity Study contained extensive evidence of discrimination against M/WBE business owners when seeking commercial credit within the local market. Credit is a necessary attribute for a firm to be successful in each of the industries from which the SBBC makes purchases, especially in the construction industry, wherein credit availability affects access to bonding. Bonding is often a prerequisite to being able to bid on SBBC construction contracts.

iii. The MTA Disparity Study's threshold analysis of M/WBE participation on smaller contracts ruled out differences in capacity as the explanation for significant disparities in the underutilization of M/WBE firms in SBBC contracts. However, significant anecdotal evidence supported a finding that unequal access to capital leads to unequal access to bonding. Unequal access to bonding reduces the size of bid opportunities and the magnitude of business earnings for M/WBE firms competing for SBBC contracts. Accordingly, such discrimination adversely affects the availability, growth, capacity, and size of M/WBE firms.

iv. Other forms of marketplace discrimination identified by the MTA Disparity Study such as slow payment by prime contractors, "good old boy" networks that exclude M/WBEs

from prime contract and subcontract opportunities, manipulation of the bidding process to deny M/WBE firms adequate time to respond to bid requests, and unfair denial of contract awards also adversely affect the ability of M/WBE firms to compete for SBBC contracts.

2. 2023 Disparity Study Update

In November 2022, Keen Independent Research ("KIR") was commissioned to conduct a Disparity Study Update. The study aimed to determine if evidence demonstrated a disparity among ready, willing, and available (RWA) M/WBEs in construction, architecture & engineering, professional services, goods, and other services. The study period covered July 1, 2017, to June 30, 2022.

Based on statistical findings in the KIR Disparity Study Update, the utilization of qualified vendors as reflected by the percentage of contracts or purchase orders awarded, appear to be less inclusive than warranted, when compared to the RWA firms. The following race, ethnicity, and gender groups showed statistically significant disparity in the following business categories:

Business Categories	**Race, Ethnicity & Gender**
Construction	African American-Owned and Asian American-Owned
Architecture & Engineering	Women (White Woman-Owned)
Professional Services	Asian American-Owned
Goods	African American-Owned, Asian American-Owned, Hispanic American-Owned, and Women (White Woman-Owned)
Other services	African American-Owned, Asian American-Owned, Hispanic American-Owned, Native American-Owned, and Women (White Woman-Owned)

Anecdotal analysis data in the KIR Disparity Study Update illustrated barriers, which may exist, for minority and women business owners. The barriers included the process with paperwork, timely payment, and subcontractor utilization.

This Policy further seeks to exercise the spending powers of the SBBC in a manner that promotes economic inclusion of all segments of the business population, regardless of race or gender, to maximize the economic vitality and development of the region that the SBBC serves, and to maximize future economic opportunities for the students that SBBC is responsible for educating.

II. Policy Objectives

A. This Policy, and the SDOP Standard Operating Procedures established pursuant to this Policy, shall serve the School District's compelling interest to remedy the various ongoing effects of marketplace discrimination against E/S/M/V/WBEs that are ready, willing, and able to sell goods and services to SBBC.

B. The narrowly tailored remedial efforts established in this Policy are designed to promote greater availability, capacity development, and contract participation by E/S/M/V/WBEs in SBBC contracts.

C. This Policy is intended, in part, to further the School District's compelling interest in ensuring that it is neither an active nor passive participant in private sector marketplace discrimination and to actively promote equal opportunity for all segments of the contracting and business community to participate in SBBC contracts.

D. SBBC shall resort to the use of race- and gender-conscious means for addressing disparities within its contract participation only when it is apparent that the use of race- and gender-neutral means alone will likely be insufficient to remedy the effects of identified discrimination.

E. Having found that it has a compelling governmental interest to remedy the effects of discrimination upon its contracts, SBBC directs the Superintendent or designee, the Director of Procurement & Warehousing Services or designee, and the Officer, Economic Development & Diversity Compliance (EDDC) or designee to collaborate in periodically recommending to SBBC possible future amendments necessary to fully effectuate the purposes and objectives established in this Policy. Such proposed amendments shall also be narrowly tailored in accordance with applicable law and the specific barriers to E/S/M/V/WBEs participation identified within the School District's factual predicate as described above in Section A. 2. of this Policy.

F. It is the policy of SBBC to take all necessary, reasonable, and legal action to prevent discrimination and to ensure that all businesses, including E/S/M/V/WBEs, are afforded the maximum practicable opportunity to participate in the School District's purchasing and contracting processes.

G. As referenced in Section D, it is SBBC's policy to ensure that the firms it engages in business with, do not discriminate in the solicitation, selection, or treatment of subcontractors, suppliers, vendors, or commercial customers on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners.

H. The EDDC Department Program shall have primary oversight responsibility with the full support and cooperation of all other School District offices and departments in the administration of the SDOP policy, as well as the SDOP Standard Operating Procedures established pursuant to this Policy.

I. The EDDC Department will notify SBBC and appropriate School District advisory committees of any substantive changes to the Standard Operating Procedures. A substantive change is any change that alters the responsibilities, roles, duties, processes, or procedures for the administration of this Policy in a material way. Minor alterations to timeframes for the performance of tasks and duties under the Standard Operating Procedures shall, in general, not be deemed to be substantive changes. Similarly, changes to the Standard Operating Procedures that are intended merely as more detailed clarifications of existing Standard Operating Procedures shall not be considered to be substantive changes. However, to the extent there is any uncertainty as to whether a change to the Standard Operating Procedures is substantive or material, the EDDC shall err on the side of providing notification of such changes to SBBC and appropriate School District advisory committees.

III. Scope and Exclusions / Definitions - Supplier Diversity Outreach Program

A. This Policy shall apply to all solicitations and awards of contracts for the purchase of services, goods, or supplies that are awarded by, or on behalf of SBBC, including, but not limited to, every contract or other agreement between SBBC and any governmental agency, quasi-governmental agency, corporation, vendor, or contractor, under which the agency, corporation, vendor, or contractor directly or indirectly receives any fiscal assistance or remuneration from SBBC for the purpose of contracting with businesses to perform construction, renovation, maintenance or other services, or for the purpose of directly or indirectly purchasing goods or goods for use by the School District. As such, SBBC shall require the agency, corporation, vendor, or contractor to comply with this Policy in the solicitation, the award, and administration of that contract or agreement, provided, however, that the following categories of contracts shall be excluded from the scope and application of this Policy:

1. Contracts for the purchase of goods or supplies of a unique nature for which the School District's Procurement & Warehousing Services Department determines and confirms there is only a sole source of supply;

2. Contracts for electricity or water and sewage services from a municipal utility district or governmental agency;

3. Emergency contracts for goods or supplies that the Superintendent or designee determines are necessary for the preservation of public health or safety and whose immediacy of need is so great that it is impractical for the School District to apply the terms of this Policy to the contract;

4. Contracts for the School District's lease or purchase of real property where School District is lessee or purchaser; and

5. Contracts for personal services involving the unique abilities or style of a particular individual.

IV. Definitions

A. Affirmative Procurement Initiatives ("API") – refers to various SDOP tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals, and joint venture incentives. (For full descriptions of these and other SDOP tools, see, Section E of this Policy and the SDOP Standard Operating Procedures.)

B. Annual Aspirational Goal – a non-mandatory annual aspirational percentage goal for overall M/WBE prime and subcontract participation in School Board contracts is established each year for construction, architecture & engineering, professional services, goods, and other services industry categories. This annual Aspirational Goal is to be set (and thereafter adjusted) by the Goal Setting Committee ("GSC") based upon the M/WBE availability by industry in accordance with the District's 2023 KIR Disparity Study Update findings, along with relative M/WBE availability data to be collected by SBBC through its Centralized Bidder Registration ("CBR") system, and the utilization of M/WBEs. Annual Aspirational Goals are not to be routinely applied to individual contracts but are intended to serve as a benchmark against which to measure the overall effectiveness of the SDOP policy on an annual basis, and to gauge the need for future adjustments to the mix and to the aggressiveness of remedies being applied under the Program. Percentage Participation, Points or Price Preference Goals, for S/M/WBE participation may be established by the GSC on a contract-by-contract basis based upon similar data and analysis for the particular goods and services being purchased in a given contract.

C. Award – the final selection of a respondent for a specified prime contract or subcontract dollar amount. Contract awards are made by SBBC to prime contractors or vendors and by prime contractors or vendors to subcontractor or sub-vendors, usually pursuant to a solicitation process. (Contract awards are to be distinguished from contract payments in that they only reflect the anticipated dollar amounts instead of actual dollar amounts that are paid to a contractor under an awarded contract.)

D. Best Value Contracting – a purchasing solicitation process through which the originating department may evaluate factors other than price. Evaluation criteria for selection may include a respondent's previous experience and quality of product or services procured and other factors identified in the applicable statute.

E. Centralized Bidder Registration (CBR) System – an electronic system of hardware and software programs by which the School District requires all prospective respondents and subcontractors that are ready, willing, and able to sell goods or services to the District to register. All businesses awarded a SBBC contract shall be required to register in the CBR system. The CBR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the School District. The CBR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of E/S/M/V/WBE firms by industry or commodity codes and for establishing annual Aspirational Goals and contract-by-contract subcontracting goals.

F. Certification – the process by which the Supplier Diversity Outreach Program staff determines a firm to be a bona-fide small, minority, women-owned, veteran, or emerging business enterprise. Any firm may apply for multiple certifications that cover each and every status category, e.g., Emerging Business Enterprise ("EBE"), Small Business Enterprise ("SBE"), Minority Business Enterprise ("MBE"), Veteran Business Enterprise ("VBE"), or Women Business Enterprise ("WBE") for which it satisfy eligibility standards. The SDOP staff may contract these services to a regional certification agency or other entity. For certification purposes, the School District may accept any firm certified by local government entities and other organizations identified herein that have adopted certification standards and procedures similar to those followed by the SDOP, provided the prospective firm satisfies the eligibility requirements outlined in the SOP, Section 6.

G. Certification Application – the online submittal process shall be completed by vendors when applying for certification and tri-county reciprocal certification for participation as E/S/M/V/WBE firms in the School District's SDOP policy. This form shall be submitted to the School District's certifying agency, every three (3) years by each certified vendor by the anniversary date of its original certification. For renewals, vendors must upload an E/S/M/V/WBE Tri-Annual Affidavit and supporting documentation.

H. Commercially Useful Function – an E/S/M/V/WBE firm performs a commercially useful function when it is responsible for the execution of the contract and carries out its responsibilities by actually performing, staffing, managing, and supervising the work involved. To perform a commercially useful function, the S/M/V/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an E/S/M/V/WBE firm is performing a commercially useful function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the E/S/M/V/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/V/WBE

credit claimed for its performance of the work and other relevant factors. Specifically, an E/S/M/V/WBE firm does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed to obtain the appearance of meaningful and useful S/M/V/WBE participation when in similar transactions in which E/S/M/V/WBE firms do not participate, there is no such role performed.

I. Compliance – The level of performance at which the SBBC and the prime contractor utilize vendors in meeting diversity and inclusion objectives.

J. Control – the authority of a person or business owner to sign responses to solicitations and contracts, make price negotiation decisions, sell or liquidate the business, and have the primary authority to direct a business enterprise's day-to-day management and operation without interference from others.

K. Debarment – The exclusion of a vendor or contractor, for cause, from bidding and/or doing business with SBBC.

L. Economic Inclusion – efforts to promote and maximize commercial transactions within, between, and among all segments of the business population, regardless of race or gender, within the relevant marketplace.

M. Emerging Business Enterprise – a certified EBE corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories who has average annual receipts under $4 million and 50 employees or fewer”) and meets the Significant Business Presence requirements as defined herein.

N. Evaluation Preference – an API that may be applied by the Goal Setting Committee to construction, architecture & engineering, professional services, goods and other goods contracts that are to be awarded on a basis that includes factors other than lowest price and wherein responses that are submitted to the School District by E/S/M/V/WBEs firms may be awarded additional points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime respondents.

O. Formal Solicitation – an Invitation to Bids (“ITB”), Request For Proposals (“RFP”), Request For Qualifications(“RFQ”), or other competitive solicitation documents issued by an SBBC department for a contract that requires SBBC approval, in accordance with the procurement procedures established by the Superintendent or designee through a memorandum issued by the Superintendent or designee, an administrative directive or a procurement manual issued under the authority of the Superintendent or designee, and/or

pursuant to requirements established by applicable law, rules, or School Board Policies.

P. Goal Setting Committee (GSC) – a committee appointed and chaired by the Superintendent or designee that includes, at a minimum, the Economic Development & Diversity Compliance Officer, or designee, the Director of Procurement & Warehousing Services or designee, the Chief of Facilities and Construction Management or designee, the Executive Director, or designee, Capital Programs or designee, the Director or designee of the originating department (if the originating department is neither Procurement & Warehousing Services or Facilities and Construction), a designee from the Business Support Center all without duplication of designees.

Q. The Superintendent or designee may also appoint two (2) ex-officio members of the Small Business Advisory Committee to serve on any GSC purely in an advisory and non-voting capacity. All GSC members including any such non-voting ex officio members shall be subject to the requirements of the Sunshine Law. The GSC establishes E/S/M/V/WBE program goals for the School District (e.g. Mandatory Goals, Contract-by-Contract Subcontracting Goals, and determines which MBE and WBE segments are eligible for Segmented Subcontracting Goals or other Affirmative Procurement Initiatives) based upon industry categories, vendor availability, project-specific characteristics, and MBE and WBE utilization.

R. Good Faith Efforts – documentation of the respondent's intent to comply with E/S/M/V/WBE program goals and procedures including, but not limited to, the following: (1) documentation as stated in the solicitation reflecting the respondent's commitment to comply with E/S/M/V/WBE goals as established under the SDOP by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the E/S/M/V/WBE program goals (e.g., solicitations of bids/proposals/qualification statements from all qualified E/S/M/V/WBE firms listed in the SDOP's directory of certified Emerging Business Enterprise ("EBE"), Small Business Enterprise ("SBE"), Minority Business Enterprise ("MBE"), Veteran Business Enterprise ("VBE"), or Women Business Enterprise ("WBE") firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a prime contractor's posting of a bond covering the work of E/S/M/V/WBEs subcontractors; documentation of efforts to assist E/S/M/V/WBEs firms with obtaining financing, bonding, or insurance required by the respondent; and documentation of consultations with trade associations and consultants that represent the interests of E/S/M/V/WBEs in order to identify qualified and available E/S/M/V/WBEs subcontractors).

S. Graduation – an E/S/M/V/WBE firm permanently graduates from the School District's E/S/M/V/WBE program when it meets the criteria for graduation set

forth in Section (7) of the Standard Operating Procedures for this Policy. A firm's graduation or temporary suspension from participation as an E/S/M/V/WBE firm in the SDOP does not necessarily affect its eligibility to be recertified and to participate in the District's SDOP policy as an E/S/M/V/WBE. Graduated E/S/M/V/WBE firms shall be eligible to apply for E/S/M/V/WBE two-year transitional renewal immediately following graduation. Such application for S/M/V/WBE two (2) year transitional renewal shall only be granted on condition that the graduated E/S/M/V/WBE firm presents documentation as required by the SDOP that establishes that the E/S/M/V/WBE firm's annual revenues and number of employees is below the SBA's small business size standards for the relevant industry. A S/M/V/WBE firm permanently graduates from the SDOP when it meets the criteria for graduation as outlined in Section (7) of the Standard Operating Procedures for this Policy. However, a graduated E/S/M/V/WBE firm may continue to participate in and benefit from other race-neutral, non-industry-specific remedies of the SDOP policy described in Section D of this Policy.

T. Independently Owned and Operated – ownership of an E/S/M/V/WBE firm must be direct, independent, and by individuals only. Ownership of an E/S/M/V/WBE firm may be by individuals and/or by other businesses provided the ownership interests in the E/S/M/V/WBE firm can satisfy the E/S/M/V/WBE eligibility requirements for ownership and control as specified in Section (6) of the Standard Operating Procedures for this Policy. The E/S/M/V/WBE firm must also be independently owned and operated because it cannot be the subsidiary of another firm that does not (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for E/S/M/V/WBE Certification.

U. Individual – an adult person that is of legal majority age.

V. Industry Categories – procurement groupings for the SBBC inclusive of construction, professional services, other services, and goods (i.e., manufacturing, wholesale, and retail distribution of goods). This term may sometimes be referred to as "business categories."

3. Construction: New construction, remodeling, renovations, leasing, lease- purchasing, day labor projects, additions to any educational building, or ancillary facility projects.

4. Architecture & Engineering: Services within the scope of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the State of Florida, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment practice.

5. Professional Services: Services within the scope of accounting,

advertising, and marketing, legal services, consulting, information technology, web development and design, software development, and user experience development. Professional services require specialized knowledge and skill, usually of a mental or intellectual nature, and often require a license, certification, or registration in connection with his or her professional employment practice.

6. Other Services: Services rendered by individuals and firms who are independent contractors, which may include evaluations, consultations, maintenance, security, management systems, management consulting, educational training programs, research and development studies, or reports on the findings of consultants engage there under, and professional, technical, and social services.

7. Goods: Supplies, materials, goods, merchandise, food, equipment, information technology, and other personal property, including a mobile home, trailer, or other portable structure with less than 5,000 square feet of floor space, purchased, leased, or otherwise secured by contract.

W. Informal Solicitations – solicitations for contracts that exceed $5,000 but do not require formal solicitations.

X. Leases and Concessions – the renting of SBBC-owned space on a contractual basis for the purpose of making a profit by selling a commodity/service.

Y. Local Bidder Pricing Preference – After all other Bidding Preference Laws have been applied, Responsive, Responsible, SBBC Certified E/S/M/V/WBE bidder/proposer(s), meeting requirements, and whose bid comes within two percent (2%) of the lowest non-SBBC certified bidder shall be awarded a local pricing preference.

Z. Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, manage and controlled by one or more minority group members, and that is ready, willing, and able to sell goods or services that are purchased by the SBBC. To qualify as an MBE, the enterprise annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its primary industry as established by the U.S. Small Business Administration and meets the significant business presence requirements as defined herein. In addition, for purposes of being a certified MBE that is eligible to benefit from race- and gender-conscious APIs in this Policy, the enterprise shall meet the size standards for being “small” as defined herein. Unless otherwise stated, the term MBE as used in this Policy is not inclusive of women-owned business enterprises (WBE).

AA. Minority Group Members – African Americans, Hispanic Americans, Asian-Pacific Americans, and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

1. African Americans: Persons with origins in any of the black racial groups of Africa.

2. Hispanic Americans: Persons of; Mexican, Puerto Rican, Cuban, Dominican, or other Spanish or Portuguese culture or origin, regardless of race, or Central and South American origin.

3. Asian Americans: Persons having origins in any of the original peoples of Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong; India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka.

4. Native Americans: Persons having no less than one-sixteenth (1/16th) percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

BB. **MBE Subcontracting Program** – an API in which prime contractors or vendors are required to make good faith efforts to subcontract a specified percentage of the value of prime contract dollars to certified MBE firms. Such subcontracting goals may be set and applied by the GSC on a contract-by-contract basis to those types of contracts that provide subcontract opportunities for performing commercially useful functions wherein:

1. There have been ongoing disparities in the utilization of available MBE subcontractors; or

2. Race-neutral efforts have failed to eliminate persistent and significant disparities in the award of prime contracts to MBEs in a particular industry category or industry segment (e.g., construction contracts, architecture & engineering, professional services contracts, goods, and other services contracts) and subcontract opportunities are limited outside of SBBC contracts.

When specified by the GSC, the MBE Subcontracting Program may also be required to reflect good faith efforts that a prime contractor or vendor has taken (or commits to taking in the case of solicitations that do not include a

detailed scope of work or those in which price cannot be considered a factor in evaluation) towards attainment of subcontracting goals for MBE firms.

CC. **Originating Department** – the School District department or authorized representative of the School District which issues solicitations or for which a solicitation is issued for the purchase of goods or services.

DD. **Payment** – funds actually paid to prime contractors and/or subcontractors and vendors for SBBC-contracted goods and/or services.

EE. **Points** – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some construction, architecture & engineering, professional services, goods, and other goods contracts (e.g., between 15-20 points out of a total of 100 points assigned for E/S/M/V/WBE participation as stated in response to a Request for Proposals.)

FF. **Prime Contractor** – the vendor or contractor to whom a purchase order or contract is issued by the SBBC for purposes of providing goods or services for the School District.

GG. **Race/Gender Conscious** − any business classification or API wherein the race or gender of business owners is taken into consideration (e.g., references to MBE and WBE programs and APIs that are listed herein under the heading of "Race-Conscious").

HH. **Race-Neutral** – any business classification or API wherein the race or gender of business owners is not taken into consideration (e.g., references to E/SBE/VBE programs and APIs that are listed herein under the heading of "Race-Neutral").

II. **Relevant Marketplace** – the geographic market area affecting the SDOP policy as determined for purposes of collecting data for the 2023 KIR Disparity Study Update, and for determining eligibility for participation under various programs established by this Policy, is defined as Southern Florida, currently including the counties of Broward, Palm Beach, and Miami-Dade and all political subdivisions contained therein.

JJ. **Respondent** – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the School District.

KK. **Responsible** – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

LL. **Responsive** – a firm's submittal (bid, response, or proposal) conforms in all material respects to the competitive solicitation (Invitation to Bid, Request for Qualifications, or Request for Proposals) and shall include compliance with SDOP policy requirements.

MM. **SDOP Directory** – a listing of small businesses that have been certified for

participation in the School District's SBE program.

NN. **SBE Subcontracting Program** – a race- and gender-neutral API in which prime contractors or vendors are required to make good faith efforts to subcontract a specified percentage of the value of prime contract dollars to certified SBE firms. Such subcontracting goals may be set and applied by the GSC on a contract-by-contract basis to those types of contracts that provide subcontract opportunities for performing commercially useful functions. When specified by the GSC, the SBE Subcontracting Program may also be required to reflect good faith efforts that a prime contractor or vendor has taken (or commits to taking in the case of solicitations that do not include a detailed scope of work or those in which price cannot be considered a factor in evaluation) towards attainment of subcontracting goals for SBE firms.

OO. **School District** – refers to the School District of Broward County, Florida, which is governed by The School Board of Broward County, Florida.

PP. **Segmented MBE Goals** – the application of multiple goals for MBE participation within the within annual Aspirational Goals or for MBE subcontracting goals on an individual School District contract wherein an overall combined MBE goal is accompanied by subsets of one or more smaller goals. Such segmented goals specifically target the participation of a particular segment of business enterprises owned and controlled by MBEs or certain minority group members (e.g., African Americans or Hispanic Americans) based upon relative availability and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and minority group member categories of MBEs. The application of Segmented MBE goals is intended to ensure that those segments of MBEs that have been most significantly and persistently underutilized receive a fair measure of remedial assistance.

QQ. **Significant Business Presence** – to qualify for participation as an E/S/M/V/WBE firm in this SDOP policy, an E/S/M/V/WBE must be headquartered or have a *significant business presence* for at least one (1) year within the relevant marketplace, defined as: an established place of business in one (1) or more of the three (3) counties that make up the Southern Florida relevant marketplace, from which at least fifty percent (50%) of its full-time, part-time, and contract employees are domiciled and regularly based, and from which a substantial role in the E/S/M/V/WBE's performance of a commercially useful function is conducted. A location utilized solely as a post office box, mail drop or telephone message center, or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

RR. **Small Business Advisory Committee (SBAC)** − an eleven (11) member citizens committee made up of representatives of trade groups and members of the general business community and appointed by SBBC as an advisory committee to:

1. assist the Officer, EDDC or designee, the Superintendent or designee, and SBBC in reviewing the continuing programs for contractors and prime contractors and subcontractors that promote E/S/M/V/WBE participation;

2. coordinate activities and actions with SBBC or any advisory committees designated or established by SBBC or the Superintendent; and

3. make recommendations to the Officer, EDDC, the Superintendent or designee, and SBBC concerning modifications of such programs and procedures established pursuant to this Policy. Advisory committee members may participate as advisory non-voting members of Goal Setting Committees. Regardless of their voting status, all members of Goal Setting Committees are subject to the requirements of the Sunshine Law.

SS. **Small Business Enterprise** – a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories, and has average annual receipts under $7.5 million and 100 employees or fewer and meets the significant business presence requirements as defined herein.

TT. **Emerging/Small/Minority/Veteran/Women Business Enterprise** – any for-profit business firm certified as either emerging, small, minority, veteran and/or women-owned, controlled, and managed per the certification eligibility standards established herein.

UU. **Emerging/Small/Minority/Veteran/Women Business Enterprise Directory** – a listing of E/S/M/V/WBEs certified for participation in the School District's Supplier Diversity Outreach Program.

VV. **Competitive Solicitation Incentives** – additional inducements or enhancements in the competitive solicitation process that are designed to increase the chances for the selection of E/S/M/V/WBE firms in competition with other firms. Such inducements and enhancements may include such terms as additional contract option years, increased quantities in supply contracts, and evaluation preferences, where not prohibited by law. These competitive solicitation incentives may be applied as appropriate to solicitations, contracts, and letter agreements for construction, professional services, other services, and goods contracts, including change orders and amendments.

WW. **Subcontractor** – any vendor or contractor that is providing goods or services to a prime contractor in furtherance of the prime contractor's performance under a contract or purchase order with the School District. A copy of the binding agreement between the prime contractor and the subcontractor shall be submitted prior to the School District's issuance of a notice to proceed.

XX. **Supplier Diversity Outreach Program (SDOP)** – refers to the program established by this Policy and the department that falls under the office of Economic Development & Diversity Compliance is primarily responsible for administering this Policy and promoting the economic inclusion of emerging, small, minority, veterans, and/or women-owned businesses in prime contracts and subcontracts that are solicited by, or on behalf of, the School District.

YY. **Suspension** – the temporary stoppage of an EBE, SBE, MBE, VBE or WBE firm's beneficial participation in the School District's SDOP for a finite period of time due to cumulative contract payments the EBE, SBE, MBE, VBE or WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section (7) of the Standard Operating Procedures for this Policy or pursuant to the penalties and sanctions set forth in Section 13 of the Standard Operating Procedures for this Policy.

ZZ. **Utilization Documentation** – a binding part of the contract which includes the name of all subcontractors to be utilized in the contract, specifying the E/S/M/V/WBE certification category for each, as approved by the Officer, EDDC or designee. Additions, deletions, or modifications of the utilization amounts, or substitutions or deletions of E/S/M/V/WBE subcontractors, require an amendment to be approved by the Officer, EDDC or designee.

AAA. **White Woman-Owned Business Enterprise (WBE)** – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of this Policy as being at least fifty-one percent (51%) owned, managed, and controlled by one (1) or more non-minority women individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing, and able to sell goods or services that are purchased by the SBBC and that meets the significant business presence requirements as defined herein. In addition, for purposes of being a certified WBE that is eligible to benefit from race and gender-conscious APIs in this Policy, the enterprise has average annual receipts under $7.5 million and 100 employees or fewer and meets the significant business presence requirements defined herein. Unless otherwise stated, the term WBE, as used in this Policy, does not include MBEs.

BBB. **Veteran Business Enterprise** – a corporation, partnership, sole proprietorship, or other legal entity to make a profit, which is at least fifty-one percent (51%) owned, managed, and controlled by one or more veterans or service-disabled veterans that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing, and able to sell goods or services that are purchased by SBBC and that meets the significant business presence requirements as defined herein. In addition, for being a VBE eligible to benefit from race-neutral APIs in this Policy, the enterprise has average annual receipts under $7.5 million and 100 employees or fewer and meets the significant business presence requirements defined herein.

V. Administrative Reforms and Non-Industry-Specific Remedies

A. In furtherance of the policies and objectives of this Policy, the Superintendent or designee shall be responsible for implementing the following procurement policy reforms and non-industry-specific remedies to address ongoing effects of discrimination that adversely affect MBE and WBE access to public and private sector contracting opportunities and that will further facilitate the efficient implementation and successful enforcement of the SDOP:

1. Commercial Nondiscrimination Policy

It is SBBC's policy to not enter into a contract or to be engaged in a business relationship with any business entity that has discriminated in the solicitation, selection, hiring, or commercial treatment of vendors, suppliers, subcontractors, or commercial customers on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the relevant marketplace.

The EDDC Department shall implement this policy by periodically conducting outreach and distributing educational materials to the School District's contracting and vendor community and related trade associations to advise such contractors, vendors, and prospective respondents of this policy and the procedures to be followed in submitting complaints alleging violations of this policy. In addition, the Superintendent or designee, the Office of the Chief Financial Officer, Financial Management, the Executive Director, Operations, the Director of the Department of Purchasing & Warehousing Services, Officer, Economic Development & Diversity Compliance, the Executive Director, Capital Programs, and the Office of the General Counsel shall ensure that the following commercial nondiscrimination clause language is set forth in, and incorporated into, all SBBC contracts that result from competitive solicitations:

Every contract and subcontract shall contain a nondiscrimination clause that materially reads as follows:

"As a condition of entering into this agreement, the company represents and warrants that it will comply with the District's Commercial Nondiscrimination Policy, as described under, Section D.1 of the District's Policy No. 3330 – Supplier Diversity Outreach Program.

As part of such compliance, the company shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company

shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the School District's relevant marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in SBBC contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party."

All competitive solicitations issued for SBBC contracts shall include the following certification to be completed by the respondent:

The undersigned respondent hereby certifies and agrees that the following information is correct:

In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the District's Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1; to wit: Discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the School District to reject the response submitted by the respondent on this project, and terminate any contract awarded based on the response. As part of its response, the respondent shall provide to the School District a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the respondent discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to SBBC, the respondent agrees to comply with the School District's Commercial Nondiscrimination Policy as described under its School Board Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1.

2. Centralized Bidder Registration Policy

SBBC shall establish an electronic Centralized Bidder Registration ("CBR") system to provide the elements and functionalities necessary to advance and facilitate the program objectives of the SDOP policy stated herein. The CBR shall, at a minimum, include the following:

a. The CBR shall allow a prospective vendor to electronically enter, maintain, and update its vendor registration and profile data. The CBR shall capture relevant vendor contact information, nationally recognized industry/commodity identification codes, ownership status, length of time in business, number of employees, and the unique identifiers deemed necessary by the School District. Vendors shall be required to update critical fields, as defined by the Officer, EDDC or designee, within seventy-two (72) hours of any changes. Vendors shall be required to update any changes to their entire registration and profile and confirm their interest in performing work for the School District on an annual basis.

b. Every vendor that seeks to respond to SBBC solicitations, to receive an SBBC prime contract or subcontract, or to receive payment for work performed, and/or to receive payment for goods or services delivered on behalf of SBBC, is recommended to register through the CBR System. All businesses awarded a School District contract shall be required to register in the CBR. The School District shall designate the acceptable methods for the unique identification of vendors. Each respondent/vendor must complete registration on the CBR to be eligible to respond to any SBBC solicitations, to receive a contract award, or to receive a payment from the School District.

c. The School District shall use the CBR for electronic outreach purposes and to send alerts to CBR registrants of upcoming solicitation opportunities based upon the identified industry/commodity codes of CBR registrants or vendor-identified areas of interest unless such notification is declined.

d. The CBR shall track all payments, by industry/commodity classification codes that are made to each CBR registrant.

e. Upon payment by the School District to a vendor for goods or services provided, vendors shall be required to provide and aver at such times and in the format required by the School District:

   i. Their CBR vendor identifiers;

   ii. The CBR vendor identifiers for all subcontractors and

suppliers;

iii. The claimed value of the respective goods or services provided by the vendor and any subcontractor or supplier; and

iv. The nationally recognized industry/commodity identification codes for all goods or services provided by the vendor and any subcontractors or suppliers.

SBBC shall electronically notify such identified subcontractors and suppliers and require that they confirm and aver payment from prime contractors for goods and services for which the SBBC has paid the prime contractor.

f. The CBR shall provide users the ability to identify prospective respondents, subcontractors, and vendors that are ready, willing, and able to sell specific types of goods or services. Consistent with applicable law regarding privacy and public records, SBBC may establish policies regarding the access and use of the CBR system by vendors and by the general public.

g. SBBC shall strive to ensure this registration process is integrated with any other registrations required by law or available by common practice. The Superintendent shall recommend any inter-local, intergovernmental, and data-sharing agreements, as necessary for the development of this CBR, in a manner that promotes integration with other registrations. The CBR shall contain links to such other mandatory on-line business registration systems, business-licensing applications, and business ownership status certification applications that are not directly integrated with the CBR, as deemed appropriate by the School District.

3. Respondent De-briefings

For any contract in which SBBC has undertaken a formal solicitation and subsequent evaluation of responses in accordance with a “Best Value Contracting” method of procurement, the Director of the department issuing the competitive solicitation, or of the department on whose behalf the competitive solicitation was issued, or their designees, shall provide a de-briefing to any non-recommended respondent, upon request. At a minimum, de-briefings shall include disclosures of scoring criteria and scores from the evaluation panel responsible for making the selection for each response that was evaluated. To the extent possible, the de-briefing should also identify for each non-recommended respondent those areas where its submittal was not as competitive as others, with an explanation as to why.

VI. Industry-Specific Remedial Affirmative Procurement Initiatives

A. The GSC shall be established by the Superintendent or designee in accordance with this Policy and shall have the responsibility of evaluating categories of informal solicitations and each prospective competitive solicitation document in advance of its advertised posting to the public to determine which of the following APIs it should apply to a given contract within a particular industry. Once any API is selected for application by the GSC, then it shall be applied to the bid solicitation language in advance of advertised posting to the public, and also to the resultant contract language for that awarded contract as follows:

1. Race-Neutral Construction Program Elements

a. Direct Owner Purchasing Program

Under this Program element, the Office of Facilities and Construction shall continue and expand its practice of directly purchasing large dollar item equipment and supply purchases for its construction projects that are valued at $200,000 or less (e.g., heating, ventilation and air conditioning units, kitchen equipment, pool pump, sprinkler systems) so as to level the playing field for smaller contractors that may not be able to negotiate as low of a price with suppliers or vendors. In this way, contractors will not need to provide bonding for that portion of the contract that would normally require them to purchase those large dollar equipment and supply items. The Executive Director, Capital Programs or designee shall be responsible for establishing systems and procedures for coordinating the warehousing of such items that are purchased directly by SBBC and for managing efficient and accountable delivery of the inventory of the purchased items to the correct job sites for installation by selected contractors.

b. SBE Prime Contract Program

Under this Program element, the GSC may establish an SBE prime contractor capacity-building initiative to enhance long-term competition and to provide SBBC with its “Best Value” on Construction projects valued at $500,000 or less using alternative construction delivery methods of contracting in accordance with Florida law. Under this Program, the GSC may allocate from fifteen percent up to a maximum of twenty percent (15%-20%) of weighted selection criteria in favor of the selection of a respondent that is a certified SBE firm. A SBE prime contractor that is awarded a prime contract under this Program may not subcontract more than forty-nine percent (49%) of the contract value to a non-SBE firm. In determining whether the SBE Prime Contract Program should be applied to

a particular contract, the GSC shall consider: the relative availability of SBEs, with a preference for at least three (3) SBEs that are likely to bid as a prime contractor for the contract; and the degree of underutilization of the SBEs in the specific industry categories. In addition, under this Program element, the GSC may elect to waive bonding on contracts valued under $200,000 and may further exclusively reserve prime contracts valued at under $50,000 for bids by SBE firms only.

c. EBE Prime Contract Program

Under this Program element, the GSC may establish an Emerging Small Business Enterprise prime contract capacity-building initiative to enhance long-term competition and to provide SBBC with its “Best Value” on construction projects valued at $500,000 or less using alternative construction delivery methods of contracting in accordance with Florida law. Under this program, the GSC may allocate from fifteen percent up to a maximum of twenty percent (15%-20%) of weighted selection criteria in favor of the selection of a respondent that is a certified EBE. An EBE contractor that is awarded a prime contract under this program may not subcontract more than forty-nine percent (49%) of the contract value to a non-EBE firm. In determining whether a particular contract is eligible for this program, the GSC shall consider: a) the relative availability of EBEs, with a preference for at least three (3) EBEs that are likely to bid as a prime contractor for the contract; and b) the degree of underutilization of EBEs in the specific industry categories. In addition, under this Program element, the GSC may elect to waive bonding on contracts valued under $200,000 and may further exclusively reserve prime contracts valued at under $50,000 for bids by EBE firms only.

d. SBE Subcontracting Program

Under this Program element, the GSC may, at its discretion, and on a contract-by-contract basis, require that a predetermined percentage of a specific contract, up to forty percent (40%) be subcontracted to eligible SBEs. Factors to be considered by the GSC in making this determination shall include the relative availability of SBE firms to perform commercially useful functions on the specific contract.

A prospective respondent, to a School District solicitation for which price and scope are defined, shall submit at the time as required in the solicitation such documentation as required by SBBC that provides:

i. The name(s) of the SBE subcontractor(s) it intends to use on the project;

ii. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each SBE;

iii. A description of the work that each SBE subcontractor shall perform; and

iv. Documentation confirming the subcontractor's commitment to perform the work at the stated price.

A prospective respondent on a School District competitive solicitation for which respondents are not initially evaluated based on price or for which the project scope is not predefined, shall submit as required in the competitive solicitation such documentation as required by the SBBC to affirm its intent to meet the subcontracting requirements indicated in the competitive solicitation. Failure of a respondent to commit as required in the competitive solicitation to satisfying the SBE subcontracting goal, shall render its response non-responsive. During the price proposal negotiation phase, respondents shall be required to submit:

v. Subcontractor(s) it intends to use on the project;

vi. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each SBE;

vii. A description of the work that each SBE subcontractor shall perform; and

viii. Documentation confirming the subcontractor's commitment to perform the work at the stated price.

A respondent may request a full or partial waiver of this mandatory subcontracting requirement for good cause by submitting the appropriate form(s) and documentation at the time as required in the solicitation. Under no circumstances shall a waiver of a mandatory subcontracting requirement be granted without submission of adequate documentation of good faith efforts by the respondent and careful review by the SDOP. The SDOP shall base its determination of a waiver request on criteria such as, but not limited to:

ix. Whether the requestor of the waiver has made good faith efforts to subcontract with qualified and available SBEs;

x. Whether subcontracting would be inappropriate and/or not provide a “commercially useful function” under the scope of the contract; and

xi. Whether there are no certified SBE firms that are qualified and available to provide the goods or services required.

In the absence of a waiver granted by the SDOP, failure of a prime contractor to commit as required in the solicitation to satisfying the SBE subcontracting goal, shall render its response non-responsive. Provided, however, that on any prime contract valued under $10 million, if the prime contractor is a certified SBE firm, then the prime contractor is allowed to self-perform up to the entire SBE subcontracting goal amount with its own forces. To the extent that the certified SBE prime contractor does not self-perform a portion of the SBE subcontracting goal, it shall be responsible for complying with all other requirements of this API for that portion of work that is subcontracted. This self-performance option for certified SBE prime contractors may be suspended at the discretion of the Officer, EDDC or designee in the event it determines that the adverse cumulative effect of the use of this self-performance option upon subcontractor opportunities is too great.

In the absence of a waiver granted by the SDOP or the self-performance of a portion or all of the SBE subcontracting goal by a certified SBE prime contractor, the failure of a prime contractor to attain a subcontracting goal for SBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with SBBC, and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract terms with SBBC, or by law.

A prime contractor is required to notify and obtain prior written approval from the SDOP in advance of any reduction in subcontract scope, unless such reduction in scope is the direct and immediate result of a School District-mandated change order or contract amendment, or the SBBC has mandated the de-certification, suspension, graduation, or termination of a designated SBE subcontractor. However, under such circumstances, the prime contractor shall undertake good faith

efforts to replace the de- certified, suspended, graduated, or terminated SBE with one or more other certified SBE subcontractors and shall submit a waiver request to the SDOP in the event such good faith efforts are unsuccessful.

Upon award of the prime contract to a respondent, the prime contractor shall be required to submit accurate progress payment information with each invoice regarding each of its subcontractors, including SBE subcontractors. The originating department shall audit the reported payments to SBE and non-SBE subcontractors to ensure that the prime contractor's reported subcontract participation is accurate. SBBC contracts with prime contractors shall include clauses requiring prime contractors to pay subcontractors in compliance with Florida prompt payment laws, and such clauses shall mandate that in the event of a prime contractor's non- compliance regarding such payments, the prime contractor shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract terms with SBBC, or by law.

e. EBE Subcontracting Program

Under this Program element, the GSC may, at its discretion, and on a contract-by-contract basis, require that a predetermined percentage of a specific contract, up to forty percent (40%), be subcontracted to eligible EBEs. Factors to be considered by the GSC in making this determination shall include the relative availability of EBE firms to perform commercially useful functions on the specific contract. A prospective respondent, to a School District solicitation for which price and scope are defined, shall submit at the time as required in the solicitation such documentation as required by SBBC that provides:

i. The name(s) of the EBE subcontractor(s) it intends to use on the project;

ii. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each EBE;

iii. A description of the work that each EBE subcontractor shall perform; and

iv. Documentation confirming the subcontractor's commitment to perform the work at the stated price.

A prospective respondent on a School District competitive

solicitation for which respondents are not initially evaluated based on price or for which the project scope is not predefined, shall submit as required in the competitive solicitation such documentation as required by SBBC to affirm its intent to meet the subcontracting requirements indicated in the competitive solicitation. Failure of a respondent to commit as required in the competitive solicitation to satisfying the EBE subcontracting goal, shall render its response non-responsive.

During the price proposal negotiation phase, respondents shall be required to submit:

v. Subcontractor(s) it intends to use on the project;

vi. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each EBE;

vii. A description of the work that each EBE subcontractor shall perform; and

viii. Documentation confirming the subcontractor's commitment to perform the work at the stated price.

A respondent may request a full or partial waiver of this mandatory subcontracting requirement for good cause by submitting the appropriate form(s) and documentation at the time as required in the solicitation. Under no circumstances shall a waiver of a mandatory subcontracting requirement be granted without submission of adequate documentation of good faith efforts by the respondent and careful review by the SDOP. The SDOP shall base its determination of a waiver request on criteria such as, but not limited to:

ix. Whether the requestor of the waiver has made good faith efforts to subcontract with qualified and available EBEs;

x. Whether subcontracting would be inappropriate and/or not provide a "commercially useful function" under the scope of the contract; and

xi. Whether there are no certified EBE firms that are qualified and available to provide the goods or services required.

In the absence of a waiver granted by the SDOP failure of a prime contractor to commit as required in the solicitation to satisfying the EBE subcontracting goal, shall render its response non-responsive. Provided, however, that on any

prime contract valued under $1 million, if the prime contractor is a certified EBE firm, then the prime contractor is allowed to self-perform up to the entire EBE subcontracting goal amount with its own forces. To the extent that the certified EBE prime contractor does not self-perform a portion of the EBE subcontracting goal, it shall be responsible for complying with all other requirements of this API for that portion of work that is subcontracted. This self-performance option for certified EBE prime contractors may be suspended at the discretion of the Officer, EDDC or designee in the event it determines that the adverse cumulative effect of the use of this self-performance option upon subcontractor opportunities is too great.

In the absence of a waiver granted by the SDOP, or the self-performance of a portion or all of the EBE subcontracting goal by a certified EBE prime contractor, the failure of a prime contractor to attain a subcontracting goal for EBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with SBBC, and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract terms with SBBC, or by law.

A prime contractor is required to notify and obtain prior written approval from the SDOP in advance of any reduction in subcontract scope, unless such reduction in scope is the direct and immediate result of a School District-mandated change order or contract amendment, or SBBC has mandated the de-certification, suspension, graduation, or termination of a designated EBE subcontractor. However, under such circumstances, the prime contractor shall undertake good faith efforts to replace the de-certified, suspended, graduated, or terminated EBE with one or more other certified EBE subcontractors and shall submit a waiver request to the SDOP in the event such good faith efforts are unsuccessful.

Upon award of the prime contract to a respondent, the prime contractor shall be required to submit accurate progress payment information with each invoice regarding each of its subcontractors, including EBE

subcontractors. The originating department shall audit the reported payments to EBE and non-EBE subcontractors to ensure that the prime contractor's reported subcontract participation is accurate. SBBC contracts with prime contractors shall include clauses requiring prime contractors to pay subcontractors in compliance with Florida prompt payment laws, and such clauses shall mandate that in the event of a prime contractor's non- compliance regarding such payments,

the prime contractor shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract terms with SBBC, or by law.

f. EBE, SBE and VBE Mentor-Protégé Program

Under this Program element, the SDOP shall consult with the Small Business Advisory Committee to establish an EBE, SBE and VBE Mentor-Protégé Program that provides technical assistance to EBEs, SBEs and VBEs to build their capacity by pairing EBE, SBE and VBE protégé firms with a more established, successful mentor firm that can provide the EBE, SBE and VBE protégé with knowledge to further grow their business. The Officer, EDDC shall examine various "best practices" of other mentor-protégé programs including, but not limited to, incentives for mentor firms to pair with protégé firms; approval and monitoring of written mentor-protégé team agreements that outline the respective objectives and responsibilities of the mentor-protégé teams; maintaining the independence and business autonomy of the protégé firms from mentor team members; terms for dissolution of mentor-protégé teams; and objective criteria for quantifying the success of mentor-protégé relationships. The Officer, EDDC or designee shall seek to establish the guidelines for this program within one (1) year of the effective date of this Policy and shall have discretion to modify the Mentor-Protégé Program as necessary to address weaknesses or unintended consequences.

2. Race-Conscious Construction Program Elements

GSC shall consider establishment of an overall M/WBE annual Aspirational Goal in accordance with subsection "a" below and, in addition, shall review each prospective SBBC construction formal solicitation in advance of its public release and advertisement, and shall make a determination whether to apply any of the other race-conscious APIs to those construction solicitations and resultant contracts based upon the following criteria:

i. Whether the most recent data on M/WBE utilization in the absence of race-conscious APIs indicate that construction contracts of this type have exhibited significant disparities in the utilization of M/WBE subcontractors and/or M/WBE prime contractors;

ii. Whether race and/or gender-neutral remedies alone are likely to fully eliminate any such disparities in the utilization of M/WBE subcontractors and/or M/WBE prime contractors based upon past contract award and payment data;

iii. Whether a particular API is the least burdensome available remedy to non-M/WBE Respondents that is narrowly tailored and that can effectively eliminate the disparities in the utilization of M/WBEs in construction contracts; and whether the particular API is appropriate for the specific type of construction contract being procured. Whenever the GSC uses its discretion to apply any of the following race-conscious APIs to construction competitive solicitations, it shall provide an explanation in the competitive solicitation documents of its reasons for doing so based upon its determinations pursuant to these criteria. In making such determinations, the GSC may also take into consideration the experiences of other jurisdictions within the District's relevant marketplace for construction services.

a. MBE/WBE Annual Aspirational Goals

For each fiscal year, the GSC may establish a non-mandatory annual aspirational percentage goal for overall M/WBE prime and subcontract participation on SBBC construction contracts.

This annual Aspirational Goal for M/WBE participation in SBBC construction contracts has initially been established at fifty percent (51%) MBE contract participation (10% African American, 5% Asian American, 35% Hispanic American, and .5% Native American) and three percent (3%) WBE based upon the industry availability estimates in accordance with the District's 2023Disparity Study findings.

This annual Aspirational Goal is to be reviewed on an annual basis for potential adjustment by the GSC based upon the School District's relative MBE/WBE availability data to be collected by SBBC through its CBR system once established for at least one (1) year and the utilization of MBE/WBE s.

Annual Aspirational Goals are not to be routinely applied to individual solicitations but are intended to serve as a benchmark against which to measure the overall effectiveness of the SDOP policy on an annual basis, and to gauge the need for future adjustments to the mix and aggressiveness of race-conscious and race-neutral remedies and APIs being applied pursuant to this Policy.

MBE/WBE annual Aspirational Goals may be stated only in those SBBC solicitations that do not contain contract-specific goals, and when provided, shall be advisory only, and must also be accompanied by the full definition of the term as stated in this Policy.

b. MBE/WBE Subcontracting Program

Under this Program element, the GSC may, on a contract-by-contract basis, at its discretion, require that a predetermined percentage of a specific construction contract, up to forty percent (40%), be subcontracted to eligible MBE/WBEs. Factors to be considered by the GSC in making this determination shall include the relative availability of M/WBE firms to perform commercially useful functions on the specific contract.

A prospective respondent on a School District competitive solicitation, for which price and scope are defined, shall submit at the time as required in the solicitation such documentation as required by SBBC that provides:

1. The name(s) of the MBE/WBEs subcontractor(s) it intends to use on the project;

2. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each MBE/WBEs;

3. A description of the work that each MBE/WBEs subcontractor shall perform; and

4. Documentation confirming the subcontractor's commitment to perform the work at that price.

A prospective respondent to a School District competitive solicitation, for which respondents are not initially evaluated based on price or for which project scope is not predefined, shall submit at the time as required in the competitive solicitation such documentation as required by SBBC to affirm its intent to meet the subcontracting requirements indicated in the competitive solicitation.

In the absence of a waiver granted by the SDOP, failure of a respondent to commit as required in the solicitation to satisfying the MBE/WBEs subcontracting goal, shall render its response non-responsive.

During the price proposal negotiation phase, respondents shall be required to submit:

5. The name(s) of the MBE/WBEs subcontractor(s) it intends to use on the project;

6. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each MBE/WBEs; and

7. A description of the work that each MBE/WBEs subcontractor shall perform.

A respondent may request a full or partial waiver of this mandatory subcontracting requirement for good cause by submitting the appropriate form(s) and documentation at the time as required in the solicitation. Under no circumstances shall a waiver of a mandatory subcontracting requirement be granted without submission of adequate documentation of good faith efforts by the respondent and careful review by the SDOP. The SDOP shall base its determination on a waiver request on criteria such as, but not limited to:

8. Whether the requestor of the waiver has made good faith efforts to subcontract with qualified and available MBE/WBEs;

9. Whether subcontracting would be inappropriate and/or not provide a “commercially useful function” under the scope of the contract; and

10. Whether there are no certified MBE/WBE firms that are qualified and available to provide the goods or services required.

In the absence of a waiver granted by the SDOP, failure of a prime contractor to commit as required in the competitive solicitation to satisfying the MBE/WBE subcontracting goal, shall render its response non-responsive. Provided, however, that on any prime contract valued under $10 million, if the prime contractor is a certified MBE/WBE firm, then the prime contractor is allowed to self-perform up to the entire MBE/WBE subcontracting goal amount with its own forces. To the extent that the certified MBE/WBE prime contractor does not self-perform a portion of the MBE/WBE subcontracting goal, it shall be responsible for complying with all other requirements of this API for that portion of work that is subcontracted. This self-performance option for certified MBE/WBEs prime contractors may be suspended at the discretion of the Office, EDDC or designee in the event it determines that the adverse cumulative effect of the use of this self-performance option upon subcontractor opportunities is too great.

In the absence of a waiver granted by the SDOP, or the self-performance of a portion or all of the MBE/WBE subcontracting goal by a certified MBE/WBE prime contractor, the failure of a prime contractor to attain a subcontracting goal for MBE/WBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a

material breach of contract, grounds for termination of that contract with SBBC and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract with the SBBC, or by law.

With the exception of certified MBE/WBE prime contractors that are self- performing a portion or all of a subcontracting goal, in the absence of a waiver granted by the SDOP, failure of a prime contractor to attain a subcontracting goal for MBE/WBE participation in the performance of its contract shall be considered a material breach of contract, shall be grounds for termination of that contract with SBBC, and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, the terms of its contract with SBBC, or by law.
A prime contractor is required to notify and obtain prior written approval from the SDOP in advance of any reduction in subcontract scope, unless such reduction in scope is the direct and immediate result of a School District-mandated change order or contract amendment, or the SBBC has mandated the de-certification, suspension, graduation, or termination of a designated MBE/WBE subcontractor. However, under such circumstances, the prime contractor shall undertake good faith efforts to replace the de- certified, suspended, graduated, or terminated MBE/WBE subcontractor(s) with one (1) or more other certified MBE/WBE subcontractor(s) and shall submit a waiver request to the SDOP in the event such good faith efforts are unsuccessful.

Upon award of the prime contract to a respondent, the prime contractor shall be required to submit accurate progress payment information with each invoice regarding each of its subcontractors, including MBE/WBE subcontractors. The originating department shall audit the reported payments to MBE/WBE and non-MBE/WBE subcontractor to ensure that the prime contractors' reported subcontract participation is accurate. Absent a waiver from the SDOP, a prime contractor's failure to reach the required level of MBE/WBE subcontracting shall be considered a material breach of contract. SBBC Invitations to Bid, RFPs, RFQs, and/or contracts shall include language pertaining to responsibilities for prime contractors or vendors regarding invoicing and payment schedules. Prime contractors shall include clauses requiring them to pay subcontractors in compliance with Florida prompt payment laws (the "Prompt Payment Act"), and such clauses shall mandate that in the event of prime contractor non-compliance regarding such payments, the prime contractor shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract with SBBC, or by law.

c. MBE/WBE Segmented Subcontracting Goals

The GSC may establish segmented MBE/WBE goals within the annual Aspirational Goal based upon the MBE/WBE availability by industry in accordance with the SBBC's 2023 KIR Disparity Study Update findings, along with relative MBE/WBE availability data to be collected by SBBC through its CBR system, and the utilization of MBE/WBEs. The GSC may also establish MBE/WBE segmented subcontracting goals on an individual SBBC contract wherein an overall combined MBE/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of minority group member categories or the WBE segment based upon relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by WBEs or certain minority group members (e.g., African Americans or Hispanic Americans) based upon relative availability and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and minority group member categories of MBE/WBEs. The application of segmented MBE/WBE goals is intended to ensure that those segments of MBE/WBEs that have been most significantly and persistently underutilized receive a fair measure of remedial assistance. Segmented MBE/WBE goals shall operate in the same manner as the MBE/WBE Subcontracting Program set forth in Section E. 2. C. of this Policy.

d. MBE/WBE Mentor-Protégé Program

Under this Program element, the SDOP shall consult with the Small Business Advisory Committee to establish an MBE/WBE Mentor-Protégé Program that provides technical assistance to MBE/WBEs to build their capacity by pairing MBE/WBE protégé firms with a more established successful mentor firm that can provide the MBE/WBE business knowledge to further grow their business. The Officer, EDDC shall examine various "best practices" of other mentor-protégé programs including, but not limited to, incentives for mentor firms to pair with protégé firms; approval and monitoring of written mentor-protégé team agreements that outline the respective objectives and responsibilities of the mentor-protégé team members; maintaining the independence and business autonomy of the protégé firms from mentor team members; terms for dissolution of mentor-protégé teams; and objective criteria for quantifying the success of mentor-protégé relationships. The Officer,

EDDC or designee shall seek to establish the guidelines for this program within one (1) year of the effective date of this Policy and shall have discretion to modify the MBE/WBE Mentor-Protégé Program as necessary to address weaknesses or unintended consequences.

e. Minority Inclusion Language in RFPs

Under this Program element, in "Best Value" contracts that are issued pursuant to RFPs rather than lowest responsible bid Invitation to Bid (e.g., construction manager or design-build contracts), the GSC may include language in the RFP to include diversity in participation on a respondent's team and its plans to encourage M/WBE subcontract participation as one (1) element in the selection criteria. An additional element in such selection criteria may be past performance of the respondent in achieving diversity in subcontract awards on similar projects, as well as inclusion of MBE/WBE primes, MBE/WBE suppliers, and MBE/WBE professional services firms in prior projects.

f. MBE/WBE Evaluation Preference for "Best Value" RFPs

Under this Program element, the GSC may establish an MBE/WBE prime contractor capacity-building initiative to enhance long-term competition and to provide SBBC with its "Best Value" on construction projects using alternative construction delivery methods of contracting in accordance with Florida law. The GSC may allocate from fifteen percent up to a maximum of twenty percent (15%-20%) of weighted selection criteria in favor of the selection of a respondent that is a certified MBE/WBE firm. An MBE/WBE prime contractor that is awarded a prime contract under this program may not subcontract more than forty-nine percent (49%) of the contract value to a non-MBE/WBE firm. In determining whether the MBE/WBE Evaluation Preference for "Best Value" RFPs should be applied to a particular contract, the GSC shall consider: a) the relative availability of MBE/WBEs, with the preference for at least three (3) MBE/WBEs that are likely to bid as a prime contractor for the contract; and b) the degree of underutilization of the MBE/WBEs in the specific industry categories.

3. Race-Neutral Professional Services Program Elements

The Goal Setting Committee (GSC) shall consider the application of one (1) or more of the following race-neutral Affirmative Procurement Initiatives for each SBBC professional services solicitation:

a. Emerging/Small Business Enterprise Vendor Rotation

Under this Program element, the GSC may use vendor rotation

of a pre-qualified panel of certified EBE/SBE professional services firms for smaller SBBC contracts valued at less than $50,000. Work tasks are rotated among this pre-qualified panel of EBE/SBE professional services firms. The order of the vendor rotation is periodically adjusted by the EDDC Department or designee to account for ranking from the lowest dollar volume of work tasks assigned to the highest dollar volume of work tasks assigned to each EBE/SBE vendor that is listed on the pre-qualified panel of vendors. Participation on vendor rotation panel is contingent on vendor having no negative history of unsatisfactory performance on prior SBBC contracts.

b. Evaluation Preference for EBE/SBE Prime Bidders

Under this Program element, on "Best Value" contract solicitations where low price is not the only factor considered in contract award, the GSC may reserve from fifteen percent up to a maximum of twenty percent (15%- 20%) of the total available evaluation points for award to those prime bidders or respondents that are certified as EBE/SBE s. Out of those fifteen to twenty percent (15%-20%) of the total evaluation preference points, the GSC may limit EBE/SBE bidders that have prior experience performing work on behalf of SBBC to half of the evaluation preference points seven and a half to ten percent (7.5%-10%) out of the total fifteen to twenty percent (15%-20%) evaluation preference points that are reserved for EBE/SBE firms.

EBE/SBEs that have never before received SBBC work may be eligible for the entire fifteen to twenty percent (15%-20%) of reserved EBE/SBE evaluation preference points. Alternatively, the GSC may, at its discretion, reserve all of the fifteen to twenty percent (15%-20%) of evaluation preference points for those EBE/SBE firms that have never previously performed any professional services work on behalf of the SBBC.

c. Evaluation Panel Diversity

Under this Program element, on "Best Value" contract solicitations where low price is not the only factor considered in contract awards, the Officer, EDDC may appoint a voting representative to serve on the evaluation panel to ensure that scoring is fair and to guard against inherent bias against non-incumbent firms and Emerging/Small/Minority/Veteran/Women Business Enterprise firms.

d. EBE/SBE Reserve of Contracts Up to $50,000

Under this Program element, the GSC may reserve some

smaller professional services contracts valued at less than $50,000 for competition solely among EBE/SBE professional services firms. The GSC shall determine whether there are at least three (3) qualified EBE/SBE firms that are available to compete for the work prior to applying this API.

e. EBE/SBE Subcontracting Goals Program

Under this Program element, the GSC may, at its discretion, and on a contract-by-contract basis, require that a predetermined percentage of a specific contract, up to forty percent (40%), be subcontracted to eligible EBE/SBEs. Factors to be considered by the GSC in making this determination shall include the relative availability of EBE/SBE firms to perform commercially useful functions on the specific contract.

A prospective respondent to a School District competitive solicitation for which price and scope are defined, shall submit at the time as required in the competitive solicitation such documentation as required by SBBC that provides:

i. The name(s) of the EBE/SBE subcontractor(s) it intends to use on the project;

ii. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each EBE/SBE;

iii. A description of the work that each EBE/SBE subcontractor shall perform; and

iv. Documentation confirming the subcontractor's commitment to perform the work at the stated price.

A prospective respondent on a School District competitive solicitation for which respondents are not initially evaluated based on price or for which the project scope is not predefined, shall submit as required in the competitive solicitation such documentation as required by SBBC to affirm its intent to meet the subcontracting requirements indicated in the competitive solicitation. Failure of a respondent to commit as required in the competitive solicitation to satisfying the EBE/SBE subcontracting goal, shall render its response non-responsive.

During the price proposal negotiation phase, respondents shall be required to submit:

v. Subcontractor(s) it intends to use on the project;

vi. The percentage of prime contract dollars and the

absolute dollar value of subcontracting services to be provided by each E/SBE;

vii. A description of the work that each EBE/SBE subcontractor shall perform; and

viii. Documentation confirming the subcontractor's commitment to perform the work at the stated price.

A respondent may request a full or partial waiver of this mandatory subcontracting requirement for good cause by submitting the appropriate form(s) and documentation at the time as required in the competitive solicitation. Under no circumstances shall a waiver of a mandatory subcontracting requirement be granted without submission of adequate documentation of good faith efforts by the respondent and careful review by the SDOP. The SDOP shall base its determination of a waiver request on criteria such as, but not limited to:

ix. Whether the requestor of the waiver has made good faith efforts to subcontract with qualified and available EBE/SBEs;

x. Whether subcontracting would be inappropriate and/or not provide a "commercially useful function" under the scope of the contract; and

xi. Whether there are no certified EBE/SBE firms that are qualified and available to provide the goods or services required.

In the absence of a waiver granted by the SDOP, failure of a prime contractor to commit as required in the competitive solicitation to satisfying the EBE/SBE subcontracting goal, shall render its response non-responsive. Provided, however, that on any prime contract valued under $10 million, if the prime contractor is a certified EBE/SBE firm, then the prime contractor is allowed to self-perform up to the entire EBE/SBE subcontracting goal amount with its own forces. To the extent that the certified EBE/SBE prime contractor does not self-perform a portion of the EBE/SBE subcontracting goal, it shall be responsible for complying with all other requirements of this API for that portion of work that is subcontracted. This self-performance option for certified EBE/SBE prime contractors may be suspended at the discretion of the Director of Procurement & Warehousing Services or designee in the event it determines that the adverse cumulative effect of the use of this self- performance option upon subcontractor opportunities is too great.

In the absence of a waiver granted by the SDOP or the self-performance of a portion or all of the EBE/SBE subcontracting goal by a certified EBE/SBE prime contractor, the failure of a prime contractor to attain a subcontracting goal for EBE/SBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with SBBC, and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract terms with SBBC, or by law.

A prime contractor is required to notify and obtain prior written approval from the SDOP in advance of any reduction in subcontract scope, unless such reduction in scope is the direct and immediate result of a School District-mandated change order or contract amendment, or SBBC has mandated the de-certification, suspension, graduation, or termination of a designated EBE/SBE subcontractor. However, under such circumstances, the prime contractor shall undertake good faith efforts to replace the de-certified, suspended, graduated, or terminated EBE/SBE with one (1) or more other certified EBE/SBE subcontractors and shall submit a waiver request to the SDOP in the event such good faith efforts are unsuccessful.

Upon award of the prime contract to a respondent, the prime contractor shall be required to submit accurate progress payment information with each invoice regarding each of its subcontractors, including EBE/SBE subcontractors. The originating department shall audit the reported payments to EBE/SBE and non-EBE/SBE subcontractors to ensure that the prime contractor's reported subcontract participation is accurate. SBBC contracts with prime contractors shall include clauses requiring prime contractors to pay subcontractors in compliance with Florida prompt payment laws, and such clauses shall mandate that in the event of a prime contractor's non-compliance regarding such payments, the prime contractor shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract terms with SBBC, or by law.

4. Race-Conscious Professional Services Program Elements

The GSC shall consider establishment of an overall MBE/WBE annual Aspirational Goal in accordance with subsection "a" below and, in addition, shall review each prospective SBBC professional services formal solicitation in advance of its public release and advertisement, and shall determine whether to apply any of the other race-conscious APIs to those professional services solicitations and resultant

contracts based upon the following criteria:

i. Whether the most recent data on MBE/WBE utilization in the absence of race-conscious APIs indicate that professional services contracts of this type have exhibited significant disparities in the utilization of MBE/WBE subcontractors and/or MBE/WBE prime contractors;

ii. Whether race- and/or gender-neutral remedies alone are likely to fully eliminate any such disparities in the utilization of MBE/WBE subcontractors and/or MBE/WBE prime contractors based upon past contract award and payment data;

iii. Whether a particular API is the least burdensome available remedy to non-MBE/WBE respondents that is narrowly tailored and that can effectively eliminate the disparities in the utilization of MBE/WBEs in professional services contracts; and

iv. Whether the particular API is appropriate for the specific type of professional services contract being procured. Whenever the GSC uses its discretion to apply any of the following race-conscious APIs to professional services competitive solicitations, it shall provide an explanation in the solicitation documents of its reasons for doing so based upon its determinations pursuant to these criteria. In making such determinations, the GSC may also take into consideration the experiences of other jurisdictions within the School District's relevant marketplace for professional services.

a. MBE/WBE Annual Aspirational Goals

For each fiscal year, the GSC may establish a non-mandatory annual aspirational percentage goal for overall MBE/WBE prime and subcontract participation on SBBC professional services contracts.

This annual Aspirational Goal for MBE/WBE participation in SBBC professional services contracts has initially been established at thirty-six percent (36%) MBE contract participation (5%) African American, (22%) Asian American, (9%) Hispanic American) MBE contract participation and twenty-nine percent (29%) WBE contract participation based upon the industry availability estimates in accordance with the District's 2023KIR Disparity Study Update findings.

This annual Aspirational Goal is to be reviewed on an annual basis for potential adjustment by the GSC based upon the School District's relative MBE/WBE availability data to be

collected by the SBBC through its CBR system once established for at least one (1) year and the utilization of MBE/WBEs.

Annual Aspirational Goals are not to be routinely applied to individual solicitations but are intended to serve as a benchmark against which to measure the overall effectiveness of the SDOP policy on an annual basis and to gauge the need for future adjustments to the mix and aggressiveness of race-conscious and race-neutral remedies and APIs being applied pursuant to this Policy.

MBE/WBE annual Aspirational Goals may be stated only in those SBBC solicitations that do not contain contract-specific E/S/M/V/WBE goals, and when provided, shall be advisory only, and must also be accompanied by the full definition of the term as stated in this Policy.

b. MBE/WBE Evaluation Preference for “Best Value” RFPs

Under this Program element, the GSC may establish an MBE/WBE prime contractor capacity-building initiative to enhance long-term competition and to provide SBBC with its “Best Value” on professional services contracts in accordance with Florida law. The GSC may reserve from fifteen percent up to a maximum of twenty percent (15%-20%) of the total available evaluation points for award to a respondent that is a certified MBE/WBE firm. Out of those fifteen to twenty percent (15%-20%) of the total evaluation preference points, the GSC may limit MBE/WBE bidders that have prior experience performing work on behalf of SBBC to half of the evaluation preference points seven and a half to ten percent (7.5%-10%) out of the total fifteen to twenty percent (15%-20%) evaluation preference points that are reserved for MBE/WBE firms. MBE/WBEs that have never before received SBBC work, may be eligible for the entire fifteen to twenty percent (15%-20%) of reserved MBE/WBE evaluation preference points. Alternatively, the GSC may, at its discretion, reserve all of the fifteen to twenty percent (15%-20%) of evaluation preference points for those M/WBE firms that have never previously performed any professional services work on behalf of SBBC. An MBE/WBE prime contractor that is awarded a prime contract under this program element may not subcontract more than forty-nine percent (49%) of the contract value to a non-MBE/WBE firm. In determining whether the MBE/WBE Evaluation Preference for “Best Value” RFPs should be applied to a particular contract, the GSC shall consider: a) the relative availability of MBE/WBEs, with a preference for at least three (3) MBE/WBEs that are likely to bid as a prime contractor for the contract; and b) the degree of underutilization of the MBE/WBEs in the specific industry categories.

c. MBE/WBE Subcontracting Program for Professional Services

Under this Program element, the GSC may, on a contract-by-contract basis, at its discretion, require that a predetermined percentage of a specific professional services contract, up to forty percent (40%) be subcontracted to eligible MBE/WBEs. Factors to be considered by the GSC in making this determination shall include the relative availability of MBE/WBE firms to perform commercially useful functions on the specific contract.

A prospective respondent on a School District competitive solicitation, for which price and scope are defined, shall submit at the time as required in the competitive solicitation such documentation as required by SBBC that provides:

v. The name(s) of the MBE/WBE subcontractor(s) it intends to use on the project;

vi. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each MBE/WBE;

vii. A description of the work that each MBE/WBE subcontractor shall perform; and

viii. Documentation confirming the subcontractor's commitment to perform the work at that price.

A prospective respondent to a School District competitive solicitation, for which respondents are not initially evaluated based on price or for which project scope is not predefined, shall submit at the time as required in the competitive solicitation such documentation as required by SBBC to affirm its intent to meet the subcontracting requirements indicated in the competitive solicitation. In the absence of a waiver granted by the SDOP, failure of a respondent to commit as required in the solicitation to satisfying the MBE/WBE subcontracting goal shall render its response non-responsive.

During the price proposal negotiation phase, respondents shall be required to submit:

ix. The name(s) of the MBE/WBE subcontractor(s) it intends to use on the project;

x. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each MBE/WBE; and

xi. A description of the work that each MBE/WBE subcontractor shall perform.

A respondent may request a full or partial waiver of this mandatory subcontracting requirement for good cause by submitting the appropriate form(s) and documentation at the time as required in the competitive solicitation. Under no circumstances shall a waiver of a mandatory subcontracting requirement be granted without submission of adequate documentation of good faith efforts by the respondent and careful review by the SDOP. The SDOP shall base its determination on a waiver request on criteria such as, but not limited to:

xii. Whether the requestor of the waiver has made good faith efforts to subcontract with qualified and available MBE/WBEs;

xiii. Whether subcontracting would be inappropriate and/or not provide a "commercially useful function" under the scope of the contract; and

xiv. Whether there are no certified MBE/WBE firms that are qualified and available to provide the goods or services required.

In the absence of a waiver granted by the SDOP, failure of a prime contractor to commit as required in the solicitation to satisfying the MBE/WBE subcontracting goal, shall render its response non-responsive. Provided, however, that on any prime contract valued under $10 million, if the prime contractor is a certified MBE/WBE firm, then the prime contractor is allowed to self-perform up to the entire MBE/WBE subcontracting goal amount with its own forces. To the extent that the certified MBE/WBE prime contractor does not self-perform a portion of the MBE/WBE subcontracting goal, it shall be responsible for complying with all other requirements of this API for that portion of work that is subcontracted. This self-performance option for certified M/WBE prime contractors may be suspended at the discretion of the Director of the Procurement & Warehousing Services or designee in the event it determines that the adverse cumulative effect of the use of this self-performance option upon subcontractor opportunities is too great.

In the absence of a waiver granted by the SDOP, or the self-performance of a portion or all of the MBE/WBE subcontracting goal by a certified MBE/WBE prime contractor, the failure of a prime contractor to attain a subcontracting goal for MBE/WBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a

material breach of contract, grounds for termination of that contract with SBBC, and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract with SBBC, or by law.

With the exception of certified MBE/WBE prime contractors that are self- performing a portion or all of a subcontracting goal, in the absence of a waiver granted by the SDOP, failure of a prime contractor to attain a subcontracting goal for MBE/WBE participation in the performance of its contract shall be considered a material breach of contract, shall be grounds for termination of that contract with SBBC, and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, the terms of its contract with SBBC, or by law.

A prime contractor is required to notify and obtain prior written approval from the SDOP in advance of any reduction in subcontract scope, unless such reduction in scope is the direct and immediate result of a School District-mandated change order or contract amendment, or SBBC has mandated the de-certification, suspension, graduation, or termination of a designated MBE/WBE subcontractor. However, under such circumstances, the prime contractor shall undertake good faith efforts to replace the de-certified, suspended, graduated, or terminated M/WBE subcontractor(s) with one or more other certified MBE/WBE subcontractor(s) and shall submit a waiver request to the SDOP in the event such good faith efforts are unsuccessful.

Upon award of the prime contract to a respondent, the prime contractor shall be required to submit accurate progress payment information with each invoice regarding each of its subcontractors, including MBE/WBE subcontractors. The originating department shall audit the reported payments to MBE/WBE and non-MBE/WBE subcontractor to ensure that the prime contractors' reported subcontract participation is accurate. Absent a waiver from the SDOP, a prime contractor's failure to reach the required level of MBE/WBE subcontracting shall be considered a material breach of contract. SBBC contracts with prime contractors shall include clauses requiring prime contractors to pay subcontractors in compliance with Florida prompt payment laws (the "Prompt Payment Act"), and such clauses shall mandate that in the event of prime contractor non-compliance regarding such payments, the prime contractor shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract with SBBC, or by law.

d. MBE/WBE Vendor Rotation

Under this Program element, the GSC may use vendor rotation of a pre-qualified panel of certified MBE/WBE professional services firms for smaller SBBC contracts valued at less than $50,000. Work tasks are rotated among this pre-qualified panel of MBE/WBE professional services firms. The order of the vendor rotation is periodically adjusted by the SDOP or designee to account for ranking from the lowest dollar volume of work tasks assigned to the highest dollar volume of work tasks assigned to each MBE/WBE vendor that is listed on the pre-qualified panel of vendors. Participation on vendor rotation panel is contingent on vendor having no negative history of unsatisfactory performance on prior SBBC contracts.

5. Race-Neutral Goods Program Elements

a. EBE/SBE/VBE Vendor Rotation

Under this Program element, the GSC may use vendor rotation of a pre-qualified panel of certified EBE/SBE/VBE goods vendors for smaller SBBC contracts valued at less than $50,000. Supply orders are rotated among this pre-qualified panel of EBE/SBE/VBE goods vendors. The order of the vendor rotation is periodically adjusted by the SDOP or designee to account for ranking from the lowest dollar volume of purchase orders assigned to the highest dollar volume of purchase orders assigned to each EBE/SBE/VBE vendor that is listed on the pre-qualified panel of vendors. Participation on vendor rotation panel is contingent on vendor having no negative history of unsatisfactory performance on prior SBBC contracts.

b. EBE/SBE/VBE Reserve for Contracts Up $50,000

Under this Program element, the GSC may reserve some smaller goods contracts valued at less than $50,000 for bid competition solely among EBE/SBE/VBE goods firms. The GSC shall determine whether there are at least three (3) qualified EBE/SBE/VBE firms that are available to compete for the sale of the goods to SBBC prior to applying this API.

6. Race-Conscious Goods Program Elements

The GSC shall consider establishment of an overall MBE/WBE annual Aspirational Goal in accordance with subsection “a” below and, in addition, shall review each prospective SBBC goods competitive solicitation in advance of its public release and advertisement and shall make a determination whether to apply any of the other race-conscious APIs to those goods competitive solicitations and resultant contracts based upon

the following criteria:

i. Whether the most recent data on MBE/WBE utilization in the absence of race-conscious APIs indicate that goods contracts of this type have exhibited significant disparities in the utilization of MBE/WBE subcontractors and/or MBE/WBE prime contractors;

ii. Whether race- and/or gender-neutral remedies alone are likely to fully eliminate any such disparities in the utilization of MBE/WBE subcontractors and/or MBE/WBE prime contractors based upon past contract award and payment data;

iii. Whether a particular API is the least burdensome available remedy to non-MBE/WBE respondents that is narrowly tailored and that can effectively eliminate the disparities in the utilization of MBE/WBEs in goods contracts; and

iv. Whether the particular API is appropriate for the specific type of goods contract being procured. Whenever the GSC uses its discretion to apply any of the following race-conscious APIs to goods competitive solicitations, it shall provide an explanation in the competitive solicitation documents of its reasons for doing so based upon its determinations pursuant to these criteria. In making such determinations, the GSC may also take into consideration the experiences of other jurisdictions within the School District's relevant marketplace for goods.

a. MBE/WBE Annual Aspirational Goals

For each fiscal year, the GSC may establish a non-mandatory annual aspirational percentage goal for overall MBE/WBE participation on SBBC goods contracts.

This annual Aspirational Goal for MBE/WBE participation in SBBC goods contracts has initially been established at fifty-six (56%) MBE contract participation (9%) African American, (4%) Asian American, (43%) Hispanic American) and eight percent (8%) WBE contract participation based upon the industry availability estimates in accordance with the School District's 2023 KIR Disparity Study Update findings.

This annual Aspirational Goal is to be reviewed on an annual basis for potential adjustment by the GSC based upon the School District's relative MBE/WBE availability data to be collected by the SBBC through its Centralized Bidder Registration system once established for at least one (1) year and the School District's utilization of MBE/WBEs.

Annual Aspirational Goals are not to be routinely applied to individual solicitations but are intended to serve as a benchmark against which to measure the overall effectiveness of the SDOP policy on an annual basis and to gauge the need for future adjustments to the mix and aggressiveness of race-conscious and race-neutral remedies and APIs being applied pursuant to this Policy.

MBE/WBE annual Aspirational Goals may be stated only in those SBBC solicitations that do not contain contract-specific E/S/M/WBE goals and when provided, shall be advisory only, and must also be accompanied by the full definition of the term as stated in this Policy.

b. MBE/WBE Vendor Rotation

Under this Program element, the GSC may use vendor rotation of a pre-qualified panel of certified MBE/WBE goods firms for smaller SBBC contracts valued at less than $50,000. Purchase orders are rotated among this pre-qualified panel of MBE/WBE firms.

The order of the vendor rotation is periodically adjusted by the SDOP or designee to account for ranking from the lowest dollar volume of purchase orders assigned to the highest dollar volume of purchase orders assigned to each MBE/WBE vendor that is listed on the pre-qualified panel of vendors. Participation on vendor rotation panel is contingent on vendor having no negative history of unsatisfactory performance on prior SBBC contracts.

c. MBE/WBE Subcontracting Program for Goods

Under this Program element, the GSC may, on a contract-by-contract basis, at its discretion, require that a predetermined percentage of a specific goods contract, up to forty percent (40%) be subcontracted to eligible MBE/WBEs. Factors to be considered by the GSC in making this determination shall include the relative availability of MBE/WBE firms to perform commercially useful functions on the specific contract.

A prospective respondent on a School District competitive solicitation, for which price and scope are defined, shall submit at the time as required in the competitive solicitation such documentation as required by SBBC that provides:

i. The name(s) of the MBE/WBE subcontractor(s) it intends to use on the project;

ii. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each MBE/WBE;

iii. A description of the work that each MBE/WBE subcontractor shall perform; and

iv. Documentation confirming the subcontractor's commitment to perform the work at that price.

A prospective respondent to a School District competitive solicitation, for which respondents are not initially evaluated based on price or for which project scope is not predefined, shall submit at the time as required in the competitive solicitation such documentation as required by SBBC to affirm its intent to meet the subcontracting requirements indicated in the competitive solicitation. In the absence of a waiver granted by the SDOP, failure of a respondent to commit as required in the competitive solicitation to satisfying the MBE/WBE subcontracting goal shall render its response non-responsive.

During the price proposal negotiation phase, respondents shall be required to submit:

v. The name(s) of the MBE/WBE subcontractor(s) it intends to use on the project;

vi. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each MBE/WBE; and

vii. A description of the work that each MBE/WBE subcontractor shall perform.

A respondent may request a full or partial waiver of this mandatory subcontracting requirement for good cause by submitting the appropriate form(s) and documentation at the time as required in the solicitation. Under no circumstances shall a waiver of a mandatory subcontracting requirement be granted without submission of adequate documentation of good faith efforts by the respondent and careful review by the SDOP. The SDOP shall base its determination on a waiver request on criteria such as, but not limited to:

viii. Whether the requestor of the waiver has made good faith efforts to subcontract with qualified and available MBE/WBEs;

ix. Whether subcontracting would be inappropriate and/or not provide a “commercially useful function” under the scope of the contract; and

x. Whether there are no certified MBE/WBE firms that are qualified and available to provide the goods or services required.

In the absence of a waiver granted by the SDOP, failure of a prime contractor to commit as required in the competitive solicitation to satisfying the MBE/WBE subcontracting goal, shall render its response non-responsive. Provided, however, that on any prime contract valued under $10 million, if the prime contractor is a certified MBE/WBE firm, then the prime contractor is allowed to self-perform up to the entire MBE/WBE subcontracting goal amount with its own forces. To the extent that the certified MBE/WBE prime contractor does not self-perform a portion of the MBE/WBE subcontracting goal, it shall be responsible for complying with all other requirements of this API for that portion of work that is subcontracted. This self-performance option for certified M/WBE prime contractors may be suspended at the discretion of the Director of the Procurement & Warehousing Services or designee in the event it determines that the adverse cumulative effect of the use of this self-performance option upon subcontractor opportunities is too great.

In the absence of a waiver granted by the SDOP, or the self-performance of a portion or all of the MBE/WBE subcontracting goal by a certified MBE/WBE prime contractor, the failure of a prime contractor to attain a subcontracting goal for MBE/WBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with SBBC, and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract with SBBC, or by law.

With the exception of certified MBE/WBE prime contractors that are self-performing a portion or all of a subcontracting goal, in the absence of a waiver granted by the SDOP, failure of a prime contractor to attain a subcontracting goal for MBE/WBE participation in the performance of its contract shall be considered a material breach of contract, shall be grounds for termination of that contract with SBBC, and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, the terms of its contract with SBBC, or by law.

A prime contractor is required to notify and obtain prior written approval from the SDOP in advance of any reduction in subcontract scope, unless such reduction in scope is the direct and immediate result of a School District-mandated change order or contract amendment, or SBBC has mandated the de-certification, suspension, graduation, or termination of a designated MBE/WBE subcontractor. However, under such circumstances, the prime contractor shall undertake good faith efforts to replace the de-certified, suspended, graduated, or terminated M/WBE subcontractor(s) with one or more other certified MBE/WBE subcontractor(s) and shall submit a waiver request to the SDOP in the event such good faith efforts are unsuccessful.

Upon award of the prime contract to a respondent, the prime contractor shall be required to submit accurate progress payment information with each invoice regarding each of its subcontractors, including MBE/WBE subcontractors. The originating department shall audit the reported payments to MBE/WBE and non-MBE/WBE subcontractor to ensure that the prime contractors' reported subcontract participation is accurate. Absent a waiver from the SDOP, a prime contractor's failure to reach the required level of MBE/WBE subcontracting shall be considered a material breach of contract. SBBC contracts with prime contractors shall include clauses requiring prime contractors to pay subcontractors in compliance with Florida prompt payment laws (the "Prompt Payment Act"), and such clauses shall mandate that in the event of prime contractor non-compliance regarding such payments, the prime contractor shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract with SBBC, or by law.

d. Voluntary MBE/WBE Distributorship Development Program

Under this Program element, where there is low availability of MBE/WBE distributorships that are able to sell particular goods to the SBBC, the GSC may apply incentives to encourage manufacturers to establish authorized dealerships or distributorships with MBE/WBE suppliers of their products on a non-discriminatory basis. Such incentives may include two (2) or three (3) additional option years in supply contracts that may be exercised by SBBC when the manufacturer sells its products through its authorized MBE/WBE distributorship and demonstrates that its distributorship with that MBE/WBE vendor is established and operated in a non-discriminatory fashion as compared to its other distributorships. When this API is applied by the GSC to a goods program solicitation, the SDOP shall review the distributorship agreements of the

selected manufacturer that accepts the incentives as part of its bid to ensure that the terms of the designated authorized MBE/WBE's distributorship agreement are similar to that of non- MBE/WBE distributors for that manufacturer. Specifically, as a condition of the application of the incentives under this API, the SDOP will review relevant documentation to determine whether the MBE/WBE distributor is in no way more limited in geographic territory, credit terms, marketing support, public and private sector customer allocations and access, pricing, rebates, volume discounts, etc. as compared to the terms of similar non-MBE/WBE distributorship agreements for that manufacturer. The SDOP will also determine whether the MBE/WBE distributorship is performing a commercially useful function on behalf of the SBBC prior to exercising each additional option year under the contract. An additional incentive that may be provided by the GSC to the manufacturer and MBE/WBE distributorship under this API is accelerated payment terms of invoices for payment from the SBBC within fifteen (15) calendar days of receipt of goods and invoices.

7. Race-Neutral Other Services Program Elements

a. Direct Contracting for Other Services

Under this Program element, the GSC may direct the originating department to separate out certain other services categories (e.g., trucking, hauling, surveying, demolition, environmental consulting, testing, and landscaping) that normally would be bundled within much larger construction contracts or architecture and engineering design contracts, and issue separate bid solicitations to permit SBBC to directly award contracts for those specialty or non-license services. This API is intended to expand opportunities for such E/S/M/V/WBE firms to gain experience as prime vendors and prime contractors.

b. EBE/SBE/VBE Vendor Rotation

Under this Program element, the GSC may use vendor rotation of a pre-qualified panel of certified EBE/SBE/VBE other services vendors for smaller SBBC contracts valued at less than $50,000. Work tasks are rotated among this pre-qualified panel of EBE/SBE/VBE other services vendors. The order of the vendor rotation is periodically adjusted by the SDOP or designee to account for ranking from the lowest dollar volume of work tasks assigned to the highest dollar volume of work tasks assigned to each EBE/SBE/VBE vendor that is listed on the pre-qualified panel of vendors.

Participation on vendor rotation panel is contingent on vendor

having no negative history of unsatisfactory performance on prior SBBC contracts.

c. EBE/SBE/VBE Evaluation Preference for Prime Bidders

Under this Program element, on “Best Value” contract solicitations where low price is not the only factor considered in contract award, the GSC may reserve from fifteen percent up to a maximum of twenty percent (15%- 20%) of the total available evaluation points for award to those prime bidders or respondents that are certified as EBE/SBE/VBEs. Out of those fifteen to twenty percent (15%-20%) of the total evaluation preference points, the GSC may limit EBE/SBE/VBE bidders that have prior experience performing work on behalf of SBBC to half of the evaluation preference points seven and a half to ten percent (7.5%-10%) out of the total fifteen to twenty percent (15%-20%) evaluation preference points that are reserved for EBE/SBE/VBE firms. EBE/SBE/VBEs that have never before received SBBC work may be eligible for the entire fifteen to twenty percent (15%-20%) of the reserved EBE/SBE/VBE evaluation preference points. Alternatively, the GSC may, at its discretion, reserve all of the fifteen to twenty percent (15%-20%) of evaluation preference points for those EBE/SBE/VBE firms that have never previously performed any other services work on behalf of SBBC.

8. Race-Conscious Other Services Program Elements

The GSC shall consider establishment of an overall MBE/WBE annual Aspirational Goal in accordance with subsection “a” below and, in addition, shall review each prospective SBBC other services formal solicitation in advance of its public release and advertisement, and shall make a determination whether to apply any of the other race-conscious APIs to those other services solicitations and resultant contracts based upon the following criteria:

i. Whether the most recent data on MBE/WBE utilization in the absence of race-conscious APIs indicate that other services contracts of this type have exhibited significant disparities in the utilization of MBE/WBE subcontractors and/or MBE/WBE prime contractors;

ii. Whether race- and/or gender-neutral remedies alone are likely to fully eliminate any such disparities in the utilization of MBE/WBE subcontractors and/or MBE/WBE prime contractors based upon past contract award and payment data;

iii. Whether a particular API is the least burdensome available

remedy to non-MBE/WBE respondents that is narrowly tailored and that can effectively eliminate the disparities in the utilization of M/WBEs in other services contracts; and

iv. Whether the particular API is appropriate for the specific type of other services contract being procured. Whenever the GSC uses its discretion to apply any of the following race-conscious APIs to other services solicitations, it shall provide an explanation in the solicitation documents of its reasons for doing so based upon its determinations pursuant to these criteria. In making such determinations, the GSC may also take into consideration the experiences of other jurisdictions within the School District's relevant marketplace for other services.

a. MBE/WBE Annual Aspirational Goals

For each fiscal year, the GSC may establish a non-mandatory annual aspirational percentage goal for overall MBE/WBE prime participation on SBBC other services contracts.

This annual Aspirational Goal for MBE/WBE participation in SBBC other services contracts has initially been established at forty-five (45%) MBE contract participation (22%) African American, (1%) Asian American, (21%) Hispanic American, and (1%) Native American) contract participation and ten percent (10%) WBE contract participation based upon the industry availability estimates in accordance with the District's 2023 KIR Disparity Study Update findings.

This annual Aspirational Goal is to be reviewed on an annual basis for potential adjustment by the GSC based upon the School District's relative MBE/WBE availability data to be collected by SBBC through its CBR system once established for at least one (1) year and the School District's utilization of MBE/WBEs.

Annual Aspirational Goals are not to be routinely applied to individual solicitations but are intended to serve as a benchmark against which to measure the overall effectiveness of the SDOP policy on an annual basis and to gauge the need for future adjustments to the mix and aggressiveness of race-conscious and race-neutral remedies and APIs being applied pursuant to this Policy.

MBE/WBE annual Aspirational Goals may be stated only in those SBBC solicitations that do not contain contract-specific E/S/M/WBE goals, and when provided, shall be advisory only, and must also be accompanied by the full definition of the term

as stated in this Policy.

b. MBE/WBE Vendor Rotation

Under this Program element, the GSC may use vendor rotation of a pre-qualified panel of certified MBE/WBE other services vendors for smaller SBBC contracts valued at less than $50,000. Work tasks are rotated among this pre-qualified panel of MBE/WBE other services vendors. The order of the vendor rotation is periodically adjusted
by the SDOP or designee to account for ranking from the lowest dollar volume of work tasks assigned to the highest dollar volume of work tasks assigned to each EBE/SBE/VBEBE vendor that is listed on the pre-qualified panel of vendors. Participation on vendor rotation panel is contingent on vendor having no negative history of unsatisfactory performance on prior SBBC contracts.

c. MBE/WBE Evaluation Preference for Prime Bidders

Under this Program element, on “Best Value” contract solicitations where low price is not the only factor considered in contract award (i.e., Request for Proposal), the GSC may reserve from fifteen points up to a maximum of twenty points(15- 20) of the total available evaluation points for award to those prime bidders or respondents that are certified as MBE/WBEs. Out of those fifteen to twenty points(15-20) of the total evaluation preference points, the GSC may limit MBE/WBE bidders that have prior experience performing work on behalf of SBBC to half of the evaluation preference points seven and a half to ten points(7.5-10) out of the total fifteen to twenty points(15-20) evaluation preference points that are reserved for MBE/WBE firms. MBE/WBEs that have never before received SBBC work may be eligible for the entire fifteen to twenty points(15-20) of the reserved MBE/WBE evaluation preference points. Alternatively, the GSC may, at its discretion, reserve all of the fifteen to twenty points(15- 20) of evaluation preference points for those MBE/WBE firms that have never previously performed any other services work on behalf of SBBC.

9. Race-Neutral Architecture & Engineering Program Elements

The Goal Setting Committee (GSC) shall consider the application of one or more of the following race-neutral Affirmative Procurement Initiatives for each SBBC Architecture & Engineering solicitation:

a. Emerging/Small Business Enterprise Vendor Rotation

Under this Program element, the GSC may use vendor rotation

of a pre-qualified panel of certified EBE/SBE Architecture & Engineering firms for smaller SBBC contracts valued at less than $50,000. Work tasks are rotated among this pre-qualified panel of EBE/SBE Architecture & Engineering firms. The order of the vendor rotation is periodically adjusted by the EDDC Department or designee to account for ranking from the lowest dollar volume of work tasks assigned to the highest dollar volume of work tasks assigned to each SBE vendor that is listed on the pre-qualified panel of vendors. Participation on vendor rotation panel is contingent on vendor having no negative history of unsatisfactory performance on prior SBBC contracts.

b. Evaluation Preference for EBE/SBE Prime Bidders

Under this Program element, on "Best Value" contract solicitations where low price is not the only factor considered in contract award, the GSC may reserve from fifteen percent up to a maximum of twenty percent (15%- 20%) of the total available evaluation points for award to those prime bidders or respondents that are certified as EBE/SBE s. Out of those fifteen to twenty percent (15%-20%) of the total evaluation preference points, the GSC may limit EBE/SBE bidders that have prior experience performing work on behalf of SBBC to half of the evaluation preference points seven and a half to ten percent (7.5%-10%) out of the total fifteen to twenty percent (15%-20%) evaluation preference points that are reserved for EBE/SBE firms.

EBE/SBEs that have never before received SBBC work may be eligible for the entire fifteen to twenty percent (15%-20%) of reserved EBE/SBE evaluation preference points. Alternatively, the GSC may, at its discretion, reserve all of the fifteen to twenty percent (15%-20%) of evaluation preference points for those EBE/SBE firms that have never previously performed any architecture & engineering services work on behalf of SBBC.

c. Evaluation Panel Diversity

Under this Program element, on "Best Value" contract solicitations where low price is not the only factor considered in contract awards, the Officer, EDDC may appoint a voting representative to serve on the evaluation panel to ensure that scoring is fair and to guard against inherent bias against non-incumbent firms and Emerging/Small/Minority/Veteran/Women Business Enterprise firms.

d. EBE/SBE Reserve of Contracts Up to $50,000

Under this Program element, the GSC may reserve some smaller professional services contracts valued at less than $50,000 for competition solely among EBE/SBE architecture & engineering firms. The GSC shall determine whether there are at least three (3) qualified EBE/SBE firms that are available to compete for the work prior to applying this API.

e. EBE/SBE Subcontracting Goals Program

Under this Program element, the GSC may, at its discretion, and on a contract-by-contract basis, require that a predetermined percentage of a specific contract, up to forty percent (40%), be subcontracted to eligible EBE/SBEs. Factors to be considered by the GSC in making this determination shall include the relative availability of EBE/SBE firms to perform commercially useful functions on the specific contract.

A prospective respondent, to a School District competitive solicitation for which price and scope are defined, shall submit at the time as required in the competitive solicitation such documentation as required by SBBC that provides:

i. The name(s) of the EBE/SBE subcontractor(s) it intends to use on the project;

ii. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each EBE/SBE;

iii. A description of the work that each EBE/SBE subcontractor shall perform; and

iv. Documentation confirming the subcontractor's commitment to perform the work at the stated price.

A prospective respondent on a School District competitive solicitation for which respondents are not initially evaluated based on price or for which the project scope is not predefined, shall submit as required in the competitive solicitation such documentation as required by SBBC to affirm its intent to meet the subcontracting requirements indicated in the solicitation. Failure of a respondent to commit as required in the competitive solicitation to satisfying the EBE/SBE subcontracting goal, shall render its response non-responsive.

During the price proposal negotiation phase, respondents shall

be required to submit:

v. Subcontractor(s) it intends to use on the project;

vi. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each EBE/SBE;

vii. A description of the work that each EBE/SBE subcontractor shall perform; and

viii. Documentation confirming the subcontractor's commitment to perform the work at the stated price.

A respondent may request a full or partial waiver of this mandatory subcontracting requirement for good cause by submitting the appropriate form(s) and documentation at the time as required in the competitive solicitation. Under no circumstances shall a waiver of a mandatory subcontracting requirement be granted without submission of adequate documentation of good faith efforts by the respondent and careful review by the SDOP. The SDOP shall base its determination of a waiver request on criteria such as, but not limited to:

ix. Whether the requestor of the waiver has made good faith efforts to subcontract with qualified and available EBE/SBEs;

x. Whether subcontracting would be inappropriate and/or not provide a "commercially useful function" under the scope of the contract; and

xi. Whether there are no certified EBE/SBE firms that are qualified and available to provide the goods or services required.

In the absence of a waiver granted by the SDOP, failure of a prime contractor to commit as required in the solicitation to satisfying the EBE/SBE subcontracting goal, shall render its response non-responsive. Provided, however, that on any prime contract valued under $10 million, if the prime contractor is a certified EBE/SBE firm, then the prime contractor is allowed to self-perform up to the entire EBE/SBE subcontracting goal amount with its own forces. To the extent that the certified EBE/SBE prime contractor does not self-perform a portion of the EBE/SBE subcontracting goal, it shall be responsible for complying with all other requirements of this API for that portion of work that is subcontracted. This self-performance option for certified EBE/SBE prime contractors

may be suspended at the discretion of the Director of Procurement & Warehousing Services or designee in the event it determines that the adverse cumulative effect of the use of this self-performance option upon subcontractor opportunities is too great.

In the absence of a waiver granted by the SDOP or the self-performance of a portion or all of the EBE/SBE subcontracting goal by a certified EBE/SBE prime contractor, the failure of a prime contractor to attain a subcontracting goal for EBE/SBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with SBBC, and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract terms with SBBC, or by law.

A prime contractor is required to notify and obtain prior written approval from the SDOP in advance of any reduction in subcontract scope, unless such reduction in scope is the direct and immediate result of a District-mandated change order or contract amendment, or SBBC has mandated the de-certification, suspension, graduation, or termination of a designated EBE/SBE subcontractor. However, under such circumstances, the prime contractor shall undertake good faith efforts to replace the de-certified, suspended, graduated, or terminated EBE/SBE with one (1) or more other certified EBE/SBE subcontractors and shall submit a waiver request to the SDOP in the event such good faith efforts are unsuccessful.

Upon award of the prime contract to a respondent, the prime contractor shall be required to submit accurate progress payment information with each invoice regarding each of its subcontractors, including EBE/SBE subcontractors. The originating department shall audit the reported payments to EBE/SBE and non-EBE/SBE subcontractors to ensure that the prime contractor's reported subcontract participation is accurate. SBBC contracts with prime contractors shall include clauses requiring prime contractors to pay subcontractors in compliance with Florida prompt payment laws, and such clauses shall mandate that in the event of a prime contractor's non- compliance regarding such payments, the prime contractor shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract terms with SBBC, or by law.

10. Race-Conscious Architecture & Engineering Program Elements

i. The GSC shall consider establishment of an overall MBE/WBE

annual Aspirational Goal in accordance with subsection "a" below and, in addition, shall review each prospective SBBC architecture & engineering formal solicitation in advance of its public release and advertisement, and shall make a determination whether to apply any of the other race-conscious APIs to those architecture & engineering solicitations and resultant contracts based upon the following criteria:

ii. Whether the most recent data on MBE/WBE utilization in the absence of race-conscious APIs indicate that professional services contracts of this type have exhibited significant disparities in the utilization of MBE/WBE subcontractors and/or MBE/WBE prime contractors;

iii. Whether race- and/or gender-neutral remedies alone are likely to fully eliminate any such disparities in the utilization of MBE/WBE subcontractors and/or MBE/WBE prime contractors based upon past contract award and payment data;

iv. Whether a particular API is the least burdensome available remedy to non-MBE/WBE respondents that is narrowly tailored and that can effectively eliminate the disparities in the utilization of MBE/WBEs in architecture & engineering contracts; and

v. Whether the particular API is appropriate for the specific type of architecture & engineering contract being procured. Whenever the GSC uses its discretion to apply any of the following race-conscious APIs to architecture & engineering competitive solicitations, it shall provide an explanation in the competitive solicitation documents of its reasons for doing so based upon its determinations pursuant to these criteria. In making such determinations, the GSC may also take into consideration the experiences of other jurisdictions within the District's relevant marketplace for architecture & engineering services.

a. MBE/WBE Annual Aspirational Goals

For each fiscal year, the GSC may establish a non-mandatory annual aspirational percentage goal for overall MBE/WBE prime and subcontract participation on SBBC architecture & engineering contracts.

This annual Aspirational Goal for MBE/WBE participation in SBBC architecture & engineering contracts has initially been established at thirty-eight percent (38%) MBE contract participation (2% African American, 5% Asian American, 31% Hispanic American) MBE contract participation and twenty percent (20%) WBE contract participation based upon the

industry availability estimates in accordance with the School District's 2023 KIR Disparity Study Update findings.

This annual Aspirational Goal is to be reviewed on an annual basis for potential adjustment by the GSC based upon the School District's relative MBE/WBE availability data to be collected by SBBC through its CBR system once established for at least one (1) year and the utilization of MBE/WBEs.

Annual Aspirational Goals are not to be routinely applied to individual solicitations but are intended to serve as a benchmark against which to measure the overall effectiveness of the SDOP policy on an annual basis and to gauge the need for future adjustments to the mix and aggressiveness of race-conscious and race-neutral remedies and APIs being applied pursuant to this Policy.

MBE/WBE annual Aspirational Goals may be stated only in those SBBC solicitations that do not contain contract-specific E/S/M/V/WBE goals, and when provided, shall be advisory only, and must also be accompanied by the full definition of the term as stated in this Policy.

b. MBE/WBE Evaluation Preference for "Best Value" RFPs

Under this Program element, the GSC may establish an MBE/WBE prime contractor capacity-building initiative to enhance long-term competition and to provide SBBC with its "Best Value" on architecture & engineering contracts in accordance with Florida law. The GSC may reserve from fifteen percent up to a maximum of twenty percent (15%-20%) of the total available evaluation points for award to a respondent that is a certified MBE/WBE firm. Out of those fifteen to twenty percent (15%-20%) of the total evaluation preference points, the GSC may limit MBE/WBE bidders that have prior experience performing work on behalf of SBBC to half of the evaluation preference points seven and a half to ten percent (7.5%-10%) out of the total fifteen to twenty percent (15%-20%) evaluation preference points that are reserved for MBE/WBE firms. MBE/WBEs that have never before received SBBC work, may be eligible for the entire fifteen to twenty percent (15%-20%) of reserved MBE/WBE evaluation preference points. Alternatively, the GSC may, at its discretion, reserve all of the fifteen to twenty percent (15%-20%) of evaluation preference points for those M/WBE firms that have never previously performed any architecture & engineering work on behalf of SBBC. An MBE/WBE prime contractor that

is awarded a prime contract under this program element may not subcontract more than forty-nine percent (49%) of the contract value to a non-MBE/WBE firm. In determining whether the MBE/WBE Evaluation Preference for "Best Value" RFPs should be applied to a particular contract, the GSC shall consider: a) the relative availability of MBE/WBEs, with a preference for at least three (3) MBE/WBEs that are likely to bid as a prime contractor for the contract; and b) the degree of underutilization of the MBE/WBEs in the specific industry categories.

c. MBE/WBE Subcontracting Program for Architecture & Engineering

Under this Program element, the GSC may, on a contract-by-contract basis, at its discretion, require that a predetermined percentage of a specific Architecture & Engineering contract, up to forty percent (40%) be subcontracted to eligible MBE/WBEs. Factors to be considered by the GSC in making this determination shall include the relative availability of MBE/WBE firms to perform commercially useful functions on the specific contract.

A prospective respondent on a School District competitive solicitation, for which price and scope are defined, shall submit at the time as required in the competitive solicitation such documentation as required by SBBC that provides:

xii. The name(s) of the MBE/WBE subcontractor(s) it intends to use on the project;

xiii. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each MBE/WBE;

xiv. A description of the work that each MBE/WBE subcontractor shall perform; and

xv. Documentation confirming the subcontractor's commitment to perform the work at that price.

A prospective respondent to a School District competitive solicitation, for which respondents are not initially evaluated based on price or for which project scope is not predefined, shall submit at the time as required in the competitive solicitation such documentation as required by SBBC to affirm its intent to meet the subcontracting requirements indicated in the solicitation. In the absence of a waiver granted by the SDOP, failure of a respondent to commit as required in the

solicitation to satisfying the MBE/WBE subcontracting goal shall render its response non-responsive.

During the price proposal negotiation phase, respondents shall be required to submit:

xvi. The name(s) of the MBE/WBE subcontractor(s) it intends to use on the project;

xvii. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each MBE/WBE; and

xviii. A description of the work that each MBE/WBE subcontractor shall perform.

A respondent may request a full or partial waiver of this mandatory subcontracting requirement for good cause by submitting the appropriate form(s) and documentation at the time as required in the solicitation. Under no circumstances shall a waiver of a mandatory subcontracting requirement be granted without submission of adequate documentation of good faith efforts by the respondent and careful review by the SDOP. The SDOP shall base its determination on a waiver request on criteria such as, but not limited to:

xix. Whether the requestor of the waiver has made good faith efforts to subcontract with qualified and available MBE/WBEs;

xx. Whether subcontracting would be inappropriate and/or not provide a “commercially useful function” under the scope of the contract; and

xxi. Whether there are no certified MBE/WBE firms that are qualified and available to provide the goods or services required.

In the absence of a waiver granted by the SDOP, failure of a prime contractor to commit as required in the solicitation to satisfying the MBE/WBE subcontracting goal, shall render its response non-responsive. Provided, however, that on any prime contract valued under $10 million, if the prime contractor is a certified MBE/WBE firm, then the prime contractor is allowed to self-perform up to the entire MBE/WBE subcontracting goal amount with its own forces. To the extent that the certified MBE/WBE prime contractor does not self-perform a portion of the MBE/WBE subcontracting goal, it shall be responsible for complying with all other requirements of this API for that portion of work that is subcontracted. This self-performance option for certified M/WBE prime contractors may

be suspended at the discretion of the Director of the Procurement & Warehousing Services or designee in the event it determines that the adverse cumulative effect of the use of this self-performance option upon subcontractor opportunities is too great.

In the absence of a waiver granted by the SDOP, or the self-performance of a portion or all of the MBE/WBE subcontracting goal by a certified MBE/WBE prime contractor, the failure of a prime contractor to attain a subcontracting goal for MBE/WBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with SBBC, and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract with SBBC, or by law.

With the exception of certified MBE/WBE prime contractors that are self-performing a portion or all of a subcontracting goal, in the absence of a waiver granted by the SDOP, failure of a prime contractor to attain a subcontracting goal for MBE/WBE participation in the performance of its contract shall be considered a material breach of contract, shall be grounds for termination of that contract with SBBC, and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, the terms of its contract with SBBC, or by law.

A prime contractor is required to notify and obtain prior written approval from the SDOP in advance of any reduction in subcontract scope, unless such reduction in scope is the direct and immediate result of a District-mandated change order or contract amendment, or SBBC has mandated the de-certification, suspension, graduation, or termination of a designated MBE/WBE subcontractor. However, under such circumstances, the prime contractor shall undertake good faith efforts to replace the de-certified, suspended, graduated, or terminated M/WBE subcontractor(s) with one or more other certified MBE/WBE subcontractor(s) and shall submit a waiver request to the SDOP in the event such good faith efforts are unsuccessful.

Upon award of the prime contract to a respondent, the prime contractor shall be required to submit accurate progress payment information with each invoice regarding each of its subcontractors, including MBE/WBE subcontractors. The originating department shall audit the reported payments to MBE/WBE and non-MBE/WBE subcontractor to ensure that the prime contractors' reported subcontract participation is accurate. Absent a waiver from the SDOP, a prime contractor's

failure to reach the required level of MBE/WBE subcontracting shall be considered a material breach of contract. SBBC contracts with prime contractors shall include clauses requiring prime contractors to pay subcontractors in compliance with Florida prompt payment laws (the "Prompt Payment Act"), and such clauses shall mandate that in the event of prime contractor non-compliance regarding such payments, the prime contractor shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract with SBBC, or by law.

d. MBE/WBE Vendor Rotation

Under this Program element, the GSC may use vendor rotation of a pre- qualified panel of certified MBE/WBE architecture & engineering firms for smaller SBBC contracts valued at less than $50,000. Work tasks are rotated among this pre-qualified panel of MBE/WBE professional services firms. The order of the vendor rotation is periodically adjusted by the SDOP or designee to account for ranking from the lowest dollar volume of work tasks assigned to the highest dollar volume of work tasks assigned to each MBE/WBE vendor that is listed on the pre-qualified panel of vendors. Participation on vendor rotation panel is contingent on vendor having no negative history of unsatisfactory performance on prior SBBC contracts.

VII. Periodic Review and Factual Predicate

SBBC shall issue a Request for Proposals to undertake a comprehensive update of the full disparity study when deemed necessary, by the Superintendent or SBBC. The existing Policy shall remain in effect through the complete, SBBC review of the Disparity Study update and implementation of the Policy. Upon completion of each disparity study update, present disparity study results to SBBC, and following SBBC review and a public comment period regarding those study findings and recommendations., the SBBC shall consider any proposed modifications to, or sunset of, this Policy. As part of this review process, the Superintendent or designee shall make, or recommend to SBBC, as appropriate, modifications to the procedures or substantive provisions of this Policy and submit any necessary draft amendments to policies and procedures to SBBC for adoption as appropriate to effectuate the continuation, modification, or termination of the SDOP's EBE, MBE, SBE, VBE and WBE program elements.

VIII. SDOP Policy Review, Modification, and Sunset

The SBBC shall issue a Request for Proposals to undertake a comprehensive update of the full disparity study when deemed necessary by the Superintendent and SBBC, and upon completion of each disparity study update, present disparity

study results to SBBC, and following SBBC review and a public comment period regarding those study findings and recommendations, SBBC shall consider any proposed modifications to, or sunset of, this Policy. As part of this review process, the Superintendent or designee shall make or recommend to SBBC as appropriate, modifications to the procedures or substantive provisions of this Policy and submit any necessary draft amendments to policies and procedures to SBBC for adoption as appropriate to effectuate the continuation, modification, or termination of the SDOP's EBE, SBE, MBE, VBE, and ~~M/~~WBE program elements. The existing Policy shall remain in effect through the completion and SBBC review of the Disparity Study update. Absent SBBC implementation and approval prior to the sunset date for this amended SDOP policy by SBBC, the provisions of this Policy shall be void and may not be enforced after December 31, 2028.

IX. Severability Clause

If any section, paragraph, sentence, clause, phrase, or word of this SDOP policy, or the application thereof, to any person or circumstance is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, invalid, or void, such holding shall not affect the remainder of this Policy or the application of any other provisions of this Policy which can be given effect without the invalid provision or application, and to this end, all the provisions of this Policy are hereby declared to be severable.

Policy Custodian: Economic Development & Diversity Compliance (EDDC)

Authority: Sections 120.52(6), 120.54, 120.81(1)(a), 1001.41(1) and (2), and 1001.42(29), Florida Statutes.

History: Adopted/Amended: 91/18/17; Amended 04/21/2020; Amended 01/23/2024.

Policy Status [Active/Inactive]: Active

S:/v/allwork-use/sbbc/memos/internal/2324year/231025policy3330rpvrl

POLICY 3330
SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)

~~SUPPLIER DIVERSITY OUTREACH PROGRAM~~

Effective July 2017, ~~the School Board authorizes~~ The School Board of Broward County, Florida ("SBBC"), authorized and ~~directs~~ directed the Superintendent to establish and implement a Supplier Diversity Outreach Program ("SDOP") through Standard Operating Procedures ("SOP") that are consistent with the factual predicate, purposes, and objectives stated below and containing the following elements:

A. Factual Predicate and Purpose

1. This policy is adopted to establish a Supplier Diversity Outreach Program to remedy the ongoing effects of identified marketplace discrimination that ~~the School~~SBBC ~~Board~~ has found continue to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in ~~School Board~~SBBC contracts.

2. In October 2015, ~~the School Board~~SBBC received, reviewed, and accepted the final report of a Disparity Study conducted by Mason Tillman Associates, Ltd. ("MTA") prepared on behalf of SBBC. ~~The School Board of Broward County, Florida ("SBBC").~~ The MTA Disparity Study used a variety of methodologies to undertake a comprehensive examination of the relevant marketplace for ~~School Board~~SBBC purchases for the Study period from July 1, 2008, through June 30, 2013. ~~This~~ The MTA Disparity Study identified a number of barriers, including various forms of marketplace discrimination that undermine the formation, growth, and equitable participation of minority- and women-owned businesses in ~~School Board~~SBBC purchases and contracts. Among the numerous findings that formed a strong basis in evidence to support the initial adoption of this Policy ~~are~~were the following:

    a. There ~~is~~ was evidence of ongoing effects of past discrimination in the relevant local marketplace in Broward County, Palm Beach County, and Miami- Dade County as previously reflected in the 2010 Broward County Disparity Study and the 2013 Miami-Dade County Public Schools Disparity Study, and as reflected in ~~School Board~~SBBC purchases examined in the 2015 ~~Broward County Public Schools~~SBBC Disparity Study. The ~~present~~ opportunities for Minority/Women Business Enterprise ("M/WBE") participation in the local marketplace and in School Board contracts ~~are~~ were affected by past discrimination in the private sector. For example, regression analysis conducted as part of the 2015 Disparity Study for ~~the School Board~~SBBC observed large, adverse, and statistically

Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial

significant disparities in business formation and business earnings for M/WBEs in the construction sector and in commodities and other contractual services sectors, even while controlling for independent variables such as age, experience, finances, marital status, homeownership, and education. Moreover, a regression analysis of data from the 2003 National Survey of Small Business Finances found that when Minority Business Enterprises ("MBE") applied for loans, their requests were substantially more likely to be denied than non-MBEs, even after accounting for differences like firm size and credit history.

b. ~~There is~~MTA found contemporary evidence of discrimination against M/WBEs in the relevant marketplace. Some practices within the marketplace ~~have~~ had the effect of causing disadvantage to M/WBE firms and undermine their ability to compete. MTA found particularized evidence of negative stereotypes against M/WBEs, and qualitative evidence obtained through interviews of business owners and searches of judicial opinions in Broward County confirmed a history of fraud and collusion and other exclusionary practices of prime contractors to avoid utilizing M/WBE subcontractors and sub-consultants. Such practices were found to have adversely affected M/WBE contract participation, growth, and competitiveness. As noted above, the MTA Disparity Study ~~contains~~ contained extensive evidence of discrimination against M/WBE business owners when seeking commercial credit within the local market. Credit is a necessary attribute for a firm to be successful in each of the industries from which the SBBC makes purchases~~;~~, especially in the construction industry, wherein credit availability affects access to bonding. Bonding is often a prerequisite to being able to bid on ~~School Board~~SBBC construction contracts.

c. The MTA Disparity Study's threshold analysis of M/WBE participation on smaller contracts ruled out differences in capacity as the explanation for significant disparities in the underutilization of M/WBE firms in SBBC contracts. However, significant anecdotal evidence ~~supports~~ supported ~~the~~ a finding that unequal access to capital leads to unequal access to bonding. ~~, and u~~Unequal access to bonding reduces the size of bid opportunities and the magnitude of business earnings for M/WBE firms competing for SBBC contracts. Accordingly, such discrimination adversely affects the availability, growth, capacity, and size of M/WBE firms.

d. Other forms of marketplace discrimination identified by the MTA Disparity Study such as slow payment by prime contractors, "good old boy" networks that exclude M/WBEs from prime contract and subcontract opportunities,

Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial

manipulation of the bidding process to deny M/WBE firms adequate time to respond to bid requests, and unfair denial of contract awards also adversely affect the ability of M/WBE firms to compete for ~~School Board~~SBBC contracts.

3. 2023 Disparity Study Update

~~On~~In November 2023~~2~~, Keen Independent Research ("~~KIN~~KIR") was commissioned to conduct a Disparity Study Update. The ~~purpose of the study was to determine if there is evidence showing that there is~~ study aimed to determine if ~~there is~~ evidence ~~showing~~demonstrated a disparity among ready, willing, and available (RWA) M/WBEs in ~~C~~construction, ~~A~~architecture~~al~~ & ~~E~~engineering, ~~P~~professional ~~S~~services, ~~G~~goods, and ~~O~~other ~~S~~services. The study period cover~~s~~ed July 1, 2017, to June 30, 2022.

Based on statistical findings in the ~~KIN~~KIR Disparity Study Update, the utilization of qualified vendors as reflected by the percentage of contracts or purchase orders awarded, appear to be less inclusive than warranted, when compared to the RWA firms. The following race, ethnicity, and gender groups showed statistically significant disparity in the following business categories:

Business Categories	Race, Ethnicity & Gender
Construction	African American-Owned and Asian American-Owned
Architecture & Engineering	Women (White Woman-Owned)
Professional Services	Asian American-Owned
Goods	African American-Owned, Asian American-Owned, Hispanic American-Owned, and Women (White Woman-Owned)
Other services	African American-Owned, Asian American-Owned, Hispanic American-Owned, Native American-Owned, and Women (White Woman-Owned)

~~**Construction** (African American and Asian American)~~
~~**Architecture & Engineering** (Women)~~
~~**Professional Services** (Asian American)~~
~~**Goods** (African American, Asian American, Hispanic American, and Women)~~
~~**Other Services** (African American, Asian American, Hispanic American, Native American, and Women)~~

Anecdotal analysis data in the ~~KIN~~KIR Disparity Study Update illustrated barriers, which may exist, for minority and women business owners. The barriers included the process with paperwork, ~~with paperworkdocumentation~~, timely payment, and subcontractor utilization.

~~3.~~4. This Policy further seeks to exercise the spending powers of the ~~School Board~~SBBC in a manner that promotes economic inclusion of all segments of the business population, regardless of race or gender, ~~so as to~~to maximize the economic vitality and development of the region that the ~~School Board~~SBBC serves, and to maximize future economic opportunities for the students that ~~the School Board~~SBBC is responsible for educating.

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

B. Policy Objectives

1. This Policy, and the SDOP Standard Operating Procedures established pursuant to this Policy, shall serve the School District's compelling interest to remedy the various ongoing effects of marketplace discrimination against E/S/M/V/WBEs ~~S/M/WBEs~~ that are ready, willing, and able to sell goods and services to ~~the School Board~~SBBC.

2. The ~~narrowly-tailored~~narrowly tailored remedial efforts established in this Policy are designed to promote greater availability, capacity development, and contract participation by E/S/M/V/WBEs in ~~School Board~~SBBC contracts.

3. This Policy is intended, in part, to further the School District's compelling interest in ensuring that it is neither an active nor passive participant in private sector marketplace discrimination and to actively promote equal opportunity for all segments of the contracting and business community to participate in ~~School Board~~SBBC contracts.

4. ~~The School Board~~SBBC shall resort to the use of race- and gender-conscious means for addressing disparities within its contract participation only when it is apparent that the use of race- and gender-neutral means alone will likely be insufficient to remedy the effects of identified discrimination.

5. Having found that it has a compelling governmental interest to remedy the effects of discrimination upon ~~School Board~~its contracts, ~~the School Board~~SBBC directs the Superintendent or designee, the Director of Procurement & Warehousing Services or designee, and the Officer, Economic Development & Diversity Compliance (EDDC) or designee to collaborate in periodically recommending to ~~the School Board~~SBBC possible future amendments necessary to fully effectuate the purposes and objectives established in this Policy. Such proposed amendments shall also be ~~narrowly-tailored~~narrowly tailored in accordance with applicable law and the specific barriers to E/S/M/V/WBEs ~~S/M/WBE~~ participation identified within the School District's factual predicate as described above in Section A. 2. of this Policy.

6. It is the policy of ~~the School Board~~SBBC to take all necessary, reasonable, and legal action to prevent discrimination and to ensure that all businesses, including E/S/M/V/WBEs ~~S/M/WBEs~~, are afforded the maximum practicable opportunity to participate in the School District's purchasing and contracting processes.

7. As referenced in Section D, it is ~~the~~ SBBC's policy ~~of the School Board~~ to ensure that the firms it engages in business with, do not discriminate in the solicitation, selection, or treatment of subcontractors, suppliers, vendors, or commercial customers on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the

Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial

vendor's, supplier's, or commercial customer's employees or owners.

8. The EDDC Department Program shall have primary oversight responsibility with the full support and cooperation of all other School District offices and departments in the administration of the SDOP policy, as well as the SDOP Standard Operating Procedures established pursuant to this Policy.

9. The EDDC Department will notify ~~the Board~~SBBC and appropriate School District advisory committees of any substantive changes to the Standard Operating Procedures. A substantive change is any change that alters the responsibilities, roles, duties, ~~process~~ processes, or procedures for the administration of this ~~policy~~ Policy in a material way. Minor alterations to timeframes for the performance of tasks and duties under the Standard Operating Procedures shall, in general, not be deemed to be substantive changes. Similarly, changes to the Standard Operating Procedures that are intended merely as more detailed clarifications of existing Standard Operating Procedures shall not be considered to be substantive changes. However, to the extent there is any uncertainty as to whether a change to the Standard Operating Procedures is substantive or material~~;~~, the EDDC shall err on the side of providing notification of such changes to ~~the Board~~SBBC and appropriate School District advisory committees.

C. Scope and Exclusions / Definitions - Supplier Diversity Outreach Program

1. This Policy shall apply to all solicitations and awards of contracts for the purchase of services, goods, or supplies that are awarded by, or on behalf of~~, the School Board~~ SBBC~~;~~, including, but not limited to, every contract or other agreement between ~~the School Board~~SBBC and any governmental agency, quasi-governmental agency, corporation, vendor, or contractor, under which the agency, corporation, vendor, or contractor directly or indirectly receives any fiscal assistance or remuneration from ~~the School Board~~ SBBC for the purpose of contracting with businesses to perform construction, renovation, maintenance or other services, or for the purpose of directly or indirectly purchasing goods or ~~commodities~~goods for use by the School District. As such, ~~the School Board~~SBBC shall require the agency, corporation, vendor, or contractor to comply with this Policy in the solicitation, the award, and administration of that contract or agreement, provided~~;~~, however, that the following categories of contracts shall be excluded from the scope and application of this Policy:

   ~~a. Any expenditure for purchases with a value that is less than $5,000 and that are not competitively bid as stated in Section B, of Policy 3320;~~

   ~~b.~~ a. Contracts for the purchase of goods or supplies of a unique nature for which the School District's Procurement & Warehousing Services Department determines and confirms there is only a sole source of supply;

   ~~c.~~b. Contracts for electricity or water and sewage services from a municipal utility district or governmental agency;

   ~~d.~~c. Emergency contracts for goods or supplies that the Superintendent or designee determines are necessary for the preservation of public health or safety and whose immediacy of need is so great that it is impractical for the School District to apply the terms of this Policy to

Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, Strikethrough
Formatted: Font: (Default) Arial
Formatted: Normal, Indent: Left: 1.37", No bullets or numbering
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial

the contract;

~~c.~~d. Contracts for the School District's lease or purchase of real property where School District is lessee or purchaser; and

~~f.~~e. Contracts for personal services involving the unique abilities or style of a particular individual.

Formatted: Font: (Default) Arial

2. Definitions. The following definitions shall be used for the purposes of this Policy and related Standard Operating Procedures:

Affirmative Procurement Initiatives ("API") – refers to various SDOP tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals, and joint venture incentives. (For full descriptions of these and other SDOP tools, see, Section E of this Policy and the SDOP Standard Operating Procedures.)

Annual Aspirational Goal – a non-mandatory annual aspirational percentage goal for overall M/WBE prime and subcontract participation in School Board contracts is established each year for construction, architecture~~al~~ & engineering, professional services, ~~commodities~~goods, and ~~other contractual services~~other services industry categories. This annual Aspirational Goal is to be set (and thereafter adjusted) by the Goal Setting Committee ("GSC") based upon the M/WBE availability by industry in accordance with the District's 2023~~2015 MTA KI~~ KIR~~N~~ Disparity Study Update findings, along with relative M/WBE availability data to be collected by ~~the School Board~~SBBC through its Centralized Bidder Registration ("CBR") system, and the utilization of M/WBEs. Annual Aspirational Goals are not to be routinely applied to individual ~~contracts, but~~contracts but are intended to serve as a benchmark against which to measure the overall effectiveness of the SDOP policy on an annual basis, and to gauge the need for future adjustments to the mix and to the aggressiveness of remedies being applied under the Program. Percentage Participation, Points or Price Preference ~~Goals for~~Goals, for S/M/WBE participation may be established by the GSC on a contract-by-contract basis based upon similar data and analysis for the particular goods and services being purchased in a given contract.

Award – the final selection of a respondent for a specified prime contract or subcontract dollar amount. Contract awards are made by ~~the School Board~~SBBC to prime contractors or vendors and by prime contractors or vendors to subcontractor or sub-vendors, usually pursuant to a solicitation process. (Contract awards are to be distinguished from contract payments in that they only reflect the anticipated dollar amounts instead of actual dollar amounts that are paid to a contractor under an awarded contract.)

Best Value Contracting – a purchasing solicitation process through which the originating department may evaluate factors other than price. Evaluation criteria for selection may include a respondent's previous experience and quality of product or services procured and other factors identified in the applicable statute.

Centralized Bidder Registration (CBR) System – an electronic system of hardware and software programs by which the School District requires all prospective respondents and subcontractors that are ready, willing, and

Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial

able to sell goods or services to the District to register. All businesses awarded a ~~School Board~~SBBC contract shall be required to register in the CBR system.

Formatted: Font: (Default) Arial

The CBR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the School District. The CBR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of E/S/M/V/WBE firms by industry or commodity codes and for establishing annual Aspirational Goals and contract-by-contract subcontracting goals.

Certification – the process by which the Supplier Diversity Outreach Program staff determines a firm to be a bona-fide small, minority~~-~~, women-owned, ~~or~~ veteran, or emerging ~~small~~ business enterprise~~. Emerging Small Business Enterprises ("ESBE") are automatically eligible for certification as Small Business Enterprises ("SBE").~~. Any firm may apply for multiple certifications that cover each and every status category, e.g., Emerging Business Enterprise ("EBE"), Small Business Enterprise ("SBE"), ~~ESBE,~~ Minority Business Enterprise ("MBE")~~,~~, Veteran Business Enterprise ("V~~V~~BE"), or Women Business Enterprise ("WBE") for which it ~~is able to~~ satisfy eligibility standards. The SDOP staff may contract these services to a regional certification agency or other entity. For ~~purposes of certification, the School District may accept any firm that is~~ certification purposes, the School District may accept any firm certified by local government entities and other organizations identified herein that have adopted certification standards and procedures similar to those followed by the SDOP, provided the prospective firm satisfies the eligibility requirements ~~set forth in~~outlined in the SOP, Section 6.

Certification Application – the online submittal process ~~this form~~ shall be completed by vendors when applying for certification and~~,~~ tri-county reciprocal certification ~~and/or r en ew al renewal status~~ for participation as E/S/M/V/WBE firms in the School District's SDOP policy. This form ~~shall be submitted,~~shall be submitted to the School District's certifying agency, every ~~two years~~three (3) years by each certified vendor by the anniversary date of its original certification. For renewals, vendors must upload an E/S/M/V/WBE Tri-Annual Affidavit and supporting documentation.

Commercially Useful Function – ~~an~~ an E/S/M/V/WBE firm performs a commercially useful function when it is responsible for the execution of the ~~work of the contract and is carrying~~contract and carries out its responsibilities by actually performing, staffing, managing, and supervising the work involved. To perform a commercially useful function, the S/M/V/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether ~~an~~ an E/S/M/V/WBE firm is performing a commercially useful function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the E/S/M/V/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the

Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial

S/M/V/WBE credit claimed for its performance of the work~~,~~ and other relevant factors. Specifically, ~~an~~ an E/S/M/V/WBE firm does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed ~~in order to~~to obtain the appearance of meaningful and useful S/M/V/WBE participation~~,~~ when in similar transactions in which E/S/M/V/WBE firms do not participate, there is no such role performed.

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Compliance – The level of performance at which the SBBC~~P~~ and the prime contractor ~~utilizes~~utilize vendors in meeting diversity and inclusion objectives.

Control – the authority of a person or business owner to sign responses to solicitations and contracts, make price negotiation decisions, sell or liquidate the business, and have the primary authority to direct ~~the day-to-day management and operation of a business enterprise~~ a business enterprise's day-to-day management and operation without interference from others.

Debarment – The exclusion of a vendor or contractor, for cause, from bidding and/or doing business with ~~the~~ SBBC~~P~~.

Economic Inclusion – efforts to promote and maximize commercial transactions within, between, and among all segments of the business population, regardless of race or gender, within the relevant marketplace.

Emerging ~~S~~Business Enterprise – a certified E~~S~~BE corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories who~~se~~ has average annual receipts under $4 million and ~~100~~50 employees or fewer~~annual revenues and number of employees are no greater than twenty-five percent (25%) of the small business size standards for its industry as established by the U.S. Small Business Administration (“SBA~~”) and meets the Significant Business Presence requirements as defined herein.

~~**Emerging S/M/WBE** – a certified M/WBE firm whose annual revenues and number of employees are no greater than twenty-five percent (25%) of the small business size standards for its industry as established by the U.S. Small Business Administration and meets the Significant Business Presence requirements as defined herein.~~

Evaluation Preference – an API that may be applied by the Goal Setting Committee to construction, architecture~~al~~ & engineering, professional services, goods and ~~other contractual services~~other ~~, and commodities~~goods contracts that are to be awarded on a basis that includes factors other than lowest price and wherein responses that are submitted to the School District by E/S/M/V/WBEs~~S/M/WBE~~ firms may be awarded additional points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime respondents.

Formal Solicitation – an Invitation to Bids (“ITB”), Request For Proposals (“RFP”), Request For Qualifications(“RFQ”), or other competitive

Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, Not Bold
Formatted: Font: (Default) Arial, Not Bold
Formatted: Font: (Default) Arial, Not Bold
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, Bold
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial, Strikethrough
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, Font color: Text 1
Formatted: Font color: Text 1, Not Highlight
Formatted: Font color: Text 1, Not Highlight
Formatted: Font: (Default) Arial, Font color: Text 1
Formatted: Font color: Text 1, Not Highlight
Formatted: Font: (Default) Arial, Font color: Text 1
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial

solicitation documents issued by an SBBC department for a contract that requires ~~School Board~~SBBC approval, in accordance with the procurement ~~rules~~ procedures ~~adopted~~ established by the Superintendent or designee through a memorandum issued by the Superintendent or designee, an administrative directive or a procurement manual issued under the authority of the Superintendent or designee, and/or pursuant to ~~statutory~~ requirements established by applicable law, rules, or School Board Policies.

Goal Setting Committee (GSC) – a committee ~~or series of committees~~ appointed and chaired by the Superintendent or designee that includes, at a minimum, the Economic Development & Diversity Compliance Officer, or designee, ~~EDDC,~~ the Director of Procurement & Warehousing Services or designee, the Chief of Facilities and Construction Management or designee, the Executive Director, or designee, Capital Programs or designee, the D~~d~~irector or designee of the originating department (if the originating department is neither Procurement & Warehousing Services or Facilities and Construction), a designee from the Business Support Center ~~Program Manager / Cost & Control~~ all without duplication of designees.

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

The Superintendent or designee may also appoint two (2) *ex-officio* members of the Small Business Advisory Committee to serve on any GSC purely in an advisory and non-voting capacity. All GSC members including any such non-voting *ex officio* members shall be subject to the requirements of the Sunshine Law. The GSC establishes E/S/M/V/WBE program goals for the School District (e.g.~~, Annual Aspirational Goals,~~ Mandatory Goals, Contract-by-Contract Subcontracting Goals, and determines which MBE and ~~/~~WBE segments are eligible for Segmented Subcontracting Goals or other Affirmative Procurement Initiatives ~~annually~~) based upon industry categories, vendor availability, project-specific characteristics, and MBE and ~~/~~WBE utilization. ~~The GSC also makes determinations about which Affirmative Procurement Initiatives are to be applied to specific contracts based upon various criteria.~~

Good Faith Efforts – documentation of the respondent's intent to comply with E/S/M/V/WBE ~~S/M/WBE~~ program goals and procedures including, but not limited to, the following: (1) documentation as stated in the solicitation reflecting the respondent's commitment to comply with E/S/M/V/WBE ~~SBE or M/WBE~~ goals as established under the SDOP by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the E/S/M/V/WBE ~~SBE or M/WBE~~ program goals (e.g., solicitations of bids/proposals/qualification statements from all qualified E/S/M/V/WBE ~~SBE or S/M/WBE~~ firms listed in the SDOP's directory of certified Emerging Business Enterprise ("EBE"), Small Business Enterprise ("SBE"), Minority Business Enterprise ("MBE"), Veteran Business Enterprise ("VBE"), or Women Business Enterprise ("WBE") ~~SBE or M/WBE~~ firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a prime contractor's posting of a bond covering the work of E/S/M/V/WBEs~~SBE or M/WBE~~ subcontractors; documentation of efforts to assist E/S/M/V/WBEs~~SBE or M/WBE~~ firms with obtaining financing, bonding, or insurance required by the respondent; and documentation of consultations with trade associations and consultants that represent the interests of E/S/M/V/WBEs~~SBE and/or M/WBEs~~ in order to identify qualified and available E/S/M/V/WBEs~~SBE or M/WBE~~ subcontractors).

Graduation – an E/S/M/V/WBE ~~S/M/V/WBE~~ firm permanently graduates from the School District's E/S/M/V/WBE ~~S/M/V/WBE~~ program when it meets the criteria for graduation set forth in Section~~n~~
(7) of the Standard Operating Procedures for this Policy. A firm's graduation or temporary suspension from participation as an E/S/M/V/WBE ~~S/M/V/WBE~~ firm in the SDOP does not necessarily affect its eligibility to be recertified and to participate in the District's SDOP policy as an E/S/M/V/WBE~~S/M/V/WBE~~. Graduated E/S/M/V/WBE ~~S/M/V/WBE~~ firms shall be eligible to apply for E/S/M/V/WBE ~~S/M/V/WBE two-year~~two-year ~~transitional renewal~~transitional renewal

Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, Italic
Formatted: Font: (Default) Arial
Formatted: Font: Italic
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, Not Expanded by / Condensed by
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, Not Expanded by / Condensed by
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, Not Expanded by / Condensed by
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, Not Expanded by / Condensed by
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, Not Expanded by / Condensed by
Formatted: Font: (Default) Arial
Formatted ...
Formatted: Font: (Default) Arial
Formatted ...
Formatted: Font: (Default) Arial
Formatted ...
Formatted: Font: (Default) Arial
Formatted ...
Formatted: Not Expanded by / Condensed by
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Indent: Left: 1.17", Right: 0.08"
Formatted: Condensed by 0.2 pt
Formatted: Font: (Default) Arial

immediately following graduation. Such application for S/M/V/WBE two (2)~~-~~ year transitional renewal shall only be granted on condition that the graduated E/S/M/V/WBE ~~S/M/V/WBE~~ firm presents documentation as required by the SDOP that establishes that the E/S/M/V/WBE ~~S/M/V/WBE~~ firm's annual revenues and number of employees is below the SBA's small business size standards for the relevant industry. ~~An~~ A S/M/V/WBE firm permanently graduates from the SDOP when it meets the criteria for graduation as ~~set forth in~~outlined in Section (7) of the Standard Operating Procedures for this Policy. However, a graduated E/S/M/V/WBE ~~M/WBE~~ firm may continue to participate in and benefit from other race-neutral, non-industry-specific remedies of the SDOP policy ~~as~~ described in Section D of this Policy.

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Independently Owned and Operated – ownership of an E/S/M/V/WBE ~~SBE/VBE~~ firm must be direct, independent, and by individuals only. Ownership of an E/S/M/V/WBE ~~M/WBE~~ firm may be by individuals and/or by other businesses provided the ownership interests in the E/S/M/V/WBE ~~M/WBE~~ firm can satisfy the E/S/M/V/WBE ~~M/WBE~~ eligibility requirements for ownership and control as specified in Section (6) of the Standard Operating Procedures for this Policy. The E/S/M/V/WBE ~~M/WBE~~ firm must also be independently owned and operated ~~in the sense that it cannot be the subsidiary of another firm that does not itself~~ because it cannot be the subsidiary of another firm that does not (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for E/S/M/V/WBE ~~M/WBE~~ Certification.

Individual – an adult person that is of legal majority age.

Industry Categories – procurement groupings for the SBBC inclusive of construction, professional services, ~~other contractual services~~other services, and ~~commodities~~goods (i.e., manufacturing, ~~wholesale~~wholesale, and retail distribution of ~~commodities~~goods). This term may sometimes be referred to as "business categories."

- Construction: New construction, remodeling, renovations, leasing, lease- purchasing, day labor projects, additions to any educational building, or ancillary facility projects

- ~~Professional Services~~Architecture~~ral~~, & Engineering: Services within the scope of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the State of Florida, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment practice.

- Professional Services: Services within the scope of accounting, advertising, and marketing, legal services, consulting, information technology, web development and design, software development, and user experience development. Professional services require specialized knowledge and skill, usually of a mental or intellectual nature, and often require a license, certification, or registration in connection with his or her professional employment practice.

-

- ~~Other Contractual Services~~Other S~~s~~ervices: Services rendered by individuals and firms who are independent contractors, which may include evaluations, consultations, maintenance, ~~accounting~~, security, management systems, management consulting, educational training programs, research and development studies, or reports on the findings of consultants engage there under, and professional, technical, and social services.

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, Font color: Text 1

Formatted: Not Highlight

Formatted: Font color: Text 1, Not Highlight

Formatted: Font: (Default) Arial, Font color: Text 1

Formatted: Font color: Text 1

Formatted: Font color: Text 1, Not Highlight

Formatted: Font color: Text 1

Formatted: Font color: Text 1, Not Expanded by / Condensed by

Formatted: Font color: Text 1

Formatted: Font color: Text 1, Not Expanded by / Condensed by

Formatted: Font color: Text 1

Formatted: Font color: Text 1, Not Expanded by / Condensed by

Formatted: Font color: Text 1

Formatted: Font color: Text 1, Not Expanded by / Condensed by

Formatted: Font color: Text 1

Formatted: Font color: Text 1, Not Expanded by / Condensed by

Formatted: Font color: Text 1

Formatted: Font color: Text 1, Not Expanded by / Condensed by

Formatted: Font color: Text 1

Formatted: Font color: Text 1

Formatted: Font: (Default) Arial, 12 pt, Font color: Text 1, Pattern: Clear

Formatted: Font color: Text 1

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

- ~~Commodities~~Goods: Supplies, materials, goods, merchandise, food, equipment, information technology, and other personal property, including a mobile home, trailer, or other portable structure with less than 5,000 square feet of floor space, purchased, leased, or otherwise secured by contract.

Informal Solicitations – solicitations for contracts that exceed $5,000 but do not require formal solicitations.

Leases and Concessions – the renting of SBBC-owned space on a contractual basis for the purpose of making a profit by selling a commodity/service.

Local Bidder Pricing Preference – After all other Bidding Preference Laws have been applied, Responsive, Responsible, SBBC Certified E/S/M/V/WBE bidder/proposer(s), meeting requirements, and whose bid comes within two percent (2%) of the lowest non-SBBC certified bidder shall be awarded a local pricing preference.

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, manage~~d~~ and controlled by one or more minority group members, and that is ready, willing, and able to sell goods or services that are purchased by the SBBC. To qualify as an MBE, the enterprise

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: 12 pt

Formatted: Font: (Default) Arial, 12 pt

Formatted: Indent: Left: 1.19"

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial

annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its primary industry as established by the

U.S. Small Business Administration and meets the significant business presence requirements as defined herein. In addition, for purposes of being a certified MBE that is eligible to benefit from race- and gender-conscious APIs in this Policy, the enterprise shall meet the size standards for being "small" as defined herein. Unless otherwise stated, the term MBE as used in this Policy is not inclusive of women-owned business enterprises (WBE).

Minority Group Members – ~~African-Americans~~African Americans, Hispanic Americans, Asian- Pacific Americans, and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

~~African-Americans~~African Americans: Persons with origins in any of the black racial groups of Africa.

~~Hispanic-Americans~~Hispanic Americans: Persons of: Mexican, Puerto Rican, Cuban, Dominican, or other Spanish or Portuguese culture or origin, regardless of race ~~Spanish~~, or Central and South American origin.

Asian~~-Pacific~~ Americans: Persons having origins in any of the original peoples of Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, ~~Kirbati~~Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong; ~~the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.~~

~~Subcontinent Asian Americans," which includes persons whose origins are from~~ India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, ~~Nepal~~Nepal, or Sri Lanka.

Native Americans: Persons having no less than one-sixteenth (1/16th) percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

~~**Minority/Women Business Enterprise** – a firm that is certified as either a minority business enterprise or as a women business enterprise and which is at least fifty-one percent (51%) owned, managed, and controlled by one or more minority group members and/or women, and that is ready, willing, and able to sell goods or services that are purchased by the School~~

Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Right: 0.08", Space Before: 4.5 pt
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Justified
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, Strikethrough
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Justified, Indent: Left: 1", First line: 0.38"
Formatted: Not Expanded by / Condensed by
Formatted: Not Expanded by / Condensed by
Formatted: Justified, Indent: Left: 2.74"
Formatted: Font: (Default) Arial
Formatted: Justified
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Justified
Formatted: Font: (Default) Arial
Formatted: Justified, Right: 0.09", Tab stops: 2.89",
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial, Strikethrough

~~District.~~

M/~~W~~BE Subcontracting Program – an API in which prime contractors or vendors are required to make good faith efforts to subcontract a specified percentage of the value of prime contract dollars to certified M/~~W~~BE firms. Such subcontracting goals may be set and applied by the GSC on a contract-by-contract basis to those types of contracts that provide subcontract opportunities for performing commercially useful functions wherein:

(1) There have been ongoing disparities in the utilization of available M/~~W~~BE subcontractors; or

(2) Race-neutral efforts have failed to eliminate persistent and significant disparities in the award of prime contracts to M/~~W~~BEs in a particular industry category or industry segment (e.g., construction contracts, architecture~~al~~ & engineering, professional services contracts, goods, and ~~other contractual services~~other services contracts) and subcontract opportunities are limited outside of SBBC contracts.

When specified by the GSC, the M/~~W~~BE –Subcontracting Program may also be

Formatted: Font: (Default) Arial, 12 pt

Formatted: Right: 0.08"

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial

required to reflect good faith efforts that a prime contractor or vendor has taken (or commits to taking in the case of solicitations that do not include a detailed scope of work or those in which price cannot be considered a factor in evaluation) towards attainment of subcontracting goals for M/~~W~~BE firms.

Originating Department – the School District department or authorized representative of the School District which issues solicitations or for which a solicitation is issued for the purchase of goods or services.

Payment – ~~dollars~~ funds actually paid to prime contractors and/or subcontractors and vendors for SBBC-~~-~~contracted goods and/or services.

Points – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some construction, architecture~~al~~ & engineering, professional services, goods, and ~~other contractual services~~other ~~, and commodities~~goods contracts (e.g., between 15-20 points out of a total of 100 points assigned for E/S/M/V/WBE participation as stated in response to a Request for Proposals.)

Prime Contractor – the vendor or contractor to whom a purchase order or contract is issued by the SBBC for purposes of providing goods or services for the School District.

Race/Gender ~~-~~Conscious − any business classification or API wherein the race or gender of business owners is taken into consideration (e.g., references to M/~~W~~BE and WBE programs and APIs that are listed herein under the heading of "Race-Conscious").

Race-Neutral – any business classification or API wherein the race or gender of business owners is not taken into consideration (e.g., references to E/SBE/VBE programs and APIs that are listed herein under the heading of "Race-Neutral").

Relevant Marketplace – the geographic market area affecting the SDOP policy as determined for purposes of collecting data for the 2023~~2015 KIN~~KIR Disparity Study Update, and for determining eligibility for participation under various programs established by this Policy, is defined as Southern Florida, currently including the counties of Broward, Palm Beach, and Miami-Dade and all political subdivisions contained therein.

Respondent – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the School District.

Responsible – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

Responsive – a firm's submittal (bid, response, or proposal) conforms in all material respects to the competitive solicitation (Invitation to Bid, Request for Qualifications, or Request for Proposals) and shall include

Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial

compliance with SDOP policy requirements.

~~**SBE**~~ **SDOP Directory** – a listing of small businesses that have been certified for participation in the School District's SBE program~~.~~ ~~APIs.~~

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

SBE Subcontracting Program – a race- and gender-neutral API in which prime contractors or vendors are required to make good faith efforts to subcontract a specified percentage of the value of prime contract dollars to certified SBE firms. Such subcontracting goals may be set and applied by the GSC on a ~~contract-by- contract~~contract-by-contract basis to those types of contracts that provide subcontract opportunities for performing commercially useful functions. When specified by the GSC, the SBE Subcontracting Program may also be required to reflect good faith efforts that a prime contractor or vendor has taken (or commits to taking in the case of solicitations that do not include a detailed scope of work or those in which price cannot be considered a factor in evaluation) towards attainment of subcontracting goals for SBE firms.

School District – refers to the School District of Broward County, Florida, which is governed by The School Board of Broward County, Florida~~, and the School District in Broward County, Florida, that it governs~~.

Segmented M~~A~~WBE Goals – the application of multiple goals for M~~A~~WBE participation within the within annual Aspirational Goals or for M~~A~~WBE subcontracting goals on an individual School District contract wherein an overall combined M~~A~~WBE goal is accompanied by subsets of one or more smaller goals. Such

segmented goals specifically target the participation of a particular segment of business enterprises owned and controlled by M~~W~~BEs or certain minority group members (e.g., ~~African-Americans~~African Americans or ~~Hispanic-Americans~~Hispanic Americans) based upon relative availability and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and minority group member categories of M~~A~~WBEs. The application of Segmented M~~A~~WBE goals is intended to ensure that those segments of M~~A~~WBEs that have been most significantly and persistently underutilized receive a fair measure of remedial assistance.

Significant Business Presence – to qualify for participation as an E/S/M/V/WBE firm in this SDOP policy, an E/S/M/V/WBE must be headquartered or have a *significant business presence* for at least one (1) year within the relevant marketplace, defined as: an established place of business in one (1) or more of the three (3) counties that make up the Southern Florida relevant marketplace, from which at least fifty percent (50%) of its full-time, part-time, and contract employees are domiciled and regularly based, and from which a substantial role in the E/S/M/V/WBE's performance of a commercially useful function is conducted. A location utilized solely as a post office box, mail drop or telephone message center, or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

Small Business Advisory Committee (SBAC) − an eleven (11) -member citizens committee made up of representatives of trade groups and members of the general business community and appointed by ~~the~~

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Space Before: 9.8 pt

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

~~School~~SBBC ~~Board~~ as an advisory ~~group~~ committee to:

(a) assist the Officer, EDDC or designee, the Superintendent or designee, and ~~the School Board~~SBBC in reviewing the continuing programs for contractors and prime contractors and subcontractors that promote E/S/M/V/WBE ~~S/M/WBE~~ participation;

(b) coordinate activities and actions with ~~the School Board~~SBBC or ~~corresponding~~ any advisory committees designated or established by ~~the School Board~~SBBC or the Superintendent; and

(c) make recommendations to the Officer, EDDC, the Superintendent or designee, and ~~School Board~~SBBC concerning modifications of such programs and procedures

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Not Expanded by / Condensed by

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

established pursuant to this Policy. ~~Committee~~ Advisory committee members may participate as advisory non-voting members of Goal Setting Committees. Regardless of their voting status, all members of Goal Setting Committees are subject to the requirements of the Sunshine Law.

Small Business Enterprise – a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories, and has average annual receipts under $~~7.5~~7.5 ~~-~~million and ~~200~~100 employees or fewer. ~~which annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration~~, and meets the significant business presence requirements as defined herein.

Emerging/Small/Minority/Veteran/Women Business Enterprise – any for-profit business firm ~~that is certified as being~~certified as either emerging, small, minority, veteran and/or women-owned, controlled, and managed ~~in accordance with~~per the certification eligibility standards established herein.

Emerging/Small/Minority/Veteran/Women Business Enterprise Directory – a listing of E/S/M/V/WBEs ~~that have been~~ certified for participation in the School District's Supplier Diversity Outreach Program~~.~~ ~~Policy's APIs.~~

Competitive Solicitation Incentives – additional inducements or enhancements in the competitive solicitation process that are designed to increase the chances for the selection of E/S/M/V/WBE firms in competition with other firms. Such inducements and enhancements may include such terms as additional contract option years, increased quantities in supply contracts, and evaluation preferences, where not prohibited by law. These competitive solicitation incentives may be applied as appropriate to solicitations, contracts, and letter agreements for construction, professional services, ~~other contractual services~~other services, and ~~commodities~~goods contracts, including change orders and amendments.

Subcontractor – any vendor or contractor that is providing goods or services to a prime contractor in furtherance of the prime contractor's performance under a contract or purchase order with the School District. A copy of the binding agreement between the prime contractor and the subcontractor shall be submitted prior to the ~~–~~School District's issuance of a notice to proceed.

Supplier Diversity Outreach Program (SDOP) – refers to the program established by this Policy and the department that falls under the office of Economic Development & Diversity Compliance is primarily responsible for administering this Policy and promoting the economic inclusion of emerging, small, minority, veterans, and/or women-owned businesses in prime contracts and subcontracts that are solicited by, or on behalf of, the

Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial

School District.

Suspension – the temporary stoppage of an EBE, SBE, MBE, VBE ~~-~~or ~~M/~~WBE firm's beneficial participation in the School District's SDOP for a finite period of time due to cumulative contract payments the EBE, SBE, MBE, VBE or WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section (7) of the Standard Operating Procedures for this Policy or pursuant to the penalties and sanctions set forth in Section 13 of the Standard Operating Procedures for this Policy.

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Utilization Documentation – a binding part of the contract which includes the name of all subcontractors to be utilized in the contract, specifying the E/S/M/V/WBE certification category for each, as approved by the Officer, EDDC or designee. Additions, deletions, or modifications of the utilization amounts, or substitutions or deletions of E/S/M/V/WBE subcontractors, require an amendment to be approved by the Officer, EDDC or designee.

White Woma~~a~~n-Owned ~~-~~Business Enterprise~~s~~ (WBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of this Policy as being at least fifty-one percent (51%) owned, managed, and controlled by one (1) or more non-minority women individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing, and able to sell goods or services that are purchased by the SBBC and that meets the significant business presence requirements as defined herein.

In addition, for purposes of being a certified WBE that is eligible to benefit from race ~~-~~and gender-conscious APIs in this Policy, the enterprise has average annual receipts under $7.5 million and ~~200~~100 employees or fewer~~annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry as established by the U.S. Small Business Administration;~~ and meets the significant business presence requirements ~~as~~ defined herein. Unless otherwise stated, the term WBE, as used in this Policy, does not include ~~is not inclusive of~~ MBEs.

Veteran Business Enterprise – a corporation, partnership, sole proprietorship, or other legal entity ~~for the purpose of making~~to make a profit, which is at least ~~fifty one~~fifty-one percent (51%) owned, managed, and controlled by ~~a~~one or more veterans or service-disabled veterans ~~n.~~ that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing, and able to sell goods or services that are purchased by ~~the~~ SBBC and that meets the significant business presence requirements as defined herein. In addition, for being a VBE eligible to benefit from race-neutral APIs in this Policy, the enterprise has average annual receipts under $7.5 million and 100 employees or fewer and meets the significant business presence requirements defined herein.

D. Administrative Reforms and Non-Industry-Specific Remedies

In furtherance of the policies and objectives of this Policy, the Superintendent or designee shall be responsible for implementing the following procurement policy reforms and non-industry-specific remedies to address ongoing effects of discrimination that adversely affect MBE and ~~/~~WBE access to public and private sector contracting opportunities and that will further facilitate the efficient implementation and successful enforcement of the SDOP:

Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Justified, Indent: Left: 1.17", Right: 0.08", Space Before: 11.5 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, Bold
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Not Highlight
Formatted: Font: (Default) Arial

POLICY 3330: SUPPLIER DIVERSITY OUTREACH PROGRAM **REV. 1/23/2024~~4/21/2020~~**

1. Commercial Nondiscrimination Policy

a. Statement of Policy

It is ~~the~~ SBBC's policy ~~of the School Board not~~ to not enter into a contract or to be engaged in a business relationship with any business entity that has discriminated in the solicitation, selection, hiring, or commercial treatment of vendors, suppliers, subcontractors, or commercial customers on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the relevant marketplace.

b. Policy Implementation

The EDDC Department shall implement this policy by periodically conducting outreach and distributing educational materials to the School District's

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

contracting and vendor community and related trade associations to advise such contractors, vendors, and prospective respondents of this policy and the procedures to be followed in submitting complaints alleging violations of this policy. In addition, the Superintendent or designee, the Office of the Chief Financial Officer, Financial Management, the Executive Director, Operations, the Director of the Department of Purchasing & Warehousing Services, ~~Officer~~Officer, ~~Economic Development~~ Economic Development & ~~Diversity Compliance,~~ Diversity Compliance, the Executive Director, Capital Programs, and the Office of the General Counsel shall ensure that the following commercial nondiscrimination clause language is set forth in, and incorporated into, all ~~the School Board~~SBBC contracts that result from ~~formal~~ competitive solicitations:

Every contract and subcontract shall contain a nondiscrimination clause that materially reads as follows:

"As a condition of entering into this agreement, the company represents and warrants that it will comply with the District's Commercial Nondiscrimination Policy, as described under, Section D.1 of the District's Policy No. 3330 – Supplier Diversity Outreach Program.

As part of such compliance, the company shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the School District's relevant marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in ~~School Board~~SBBC contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party."

All ~~formal~~ competitive solicitations issued for SBBC contracts shall include the following certification to be completed by the respondent:

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, 12 pt

The undersigned respondent hereby certifies and agrees that the following information is correct:

In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the District's Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1; to wit:

Formatted: Font: (Default) Arial

~~d~~Discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the School District to reject the response submitted by the respondent on this project, and terminate any contract awarded based on the response. As part of its response, the respondent shall provide to the School District a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the respondent discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to ~~the School Board~~SBBC, the respondent agrees to comply with the School District's Commercial Nondiscrimination Policy as described under its School Board Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1.

2. Centralized Bidder Registration Policy

~~The~~ SBBC shall establish an electronic Centralized Bidder Registration ("CBR") system to provide the elements and functionalities necessary to advance and facilitate the program objectives of the SDOP policy stated herein. The CBR shall, at a minimum, include the following:

a. The CBR shall allow a prospective vendor to electronically enter, maintain, and update its vendor registration and profile data. The CBR shall capture relevant vendor contact information, nationally recognized industry/commodity identification codes, ownership status, length of time in business, number of employees, and the unique identifiers deemed necessary by the School District. Vendors shall be required to update critical fields, as defined by the Officer ~~ffi c e r~~, E-D-D-C or designee, within seventy-two (72) hours of any changes. Vendors shall be required to update any changes to their entire registration and profile and confirm their interest in performing work for the School District on an annual basis.

b. Every vendor that seeks to respond to SBBC solicitations, to receive an SBBC prime contract or subcontract, or to receive payment for work performed, and/or to receive payment for goods or services delivered on behalf of ~~the~~ SBBC, is recommended to register through the CBR System. All businesses awarded a School District contract shall be required to register in the CBR. The School District

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Indent: Left: 1.62", Right: 0.07", Space Before: 0 pt

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial

shall designate the acceptable methods for the unique identification of vendors. Each respondent/vendor must complete registration on the CBR to be eligible to respond to any SBBC solicitations, to receive a contract award, or to receive a payment from the School District.

c. The School District shall use the CBR for electronic outreach purposes and to send alerts to CBR registrants of upcoming solicitation opportunities based upon the identified industry/commodity codes of CBR registrants or vendor-identified areas of ~~interest, unless~~interest unless such notification is declined.

d. The CBR shall track all payments, by industry/commodity classification codes that are made to each CBR registrant.

e. Upon payment by the School District to a vendor for goods or services provided, vendors shall be required to provide and aver at such times and in the format required by the School District:

   i. Their CBR vendor identifiers;

   ii. The CBR vendor identifiers for all subcontractors and suppliers;

   iii. The claimed value of the respective goods or services provided by the vendor and any subcontractor or supplier; and

   iv. The ~~nationally recognized~~nationally recognized industry/commodity identification codes for all goods or services provided by the vendor and any subcontractors or suppliers.

~~The School Board~~SBBC shall electronically notify such identified subcontractors and suppliers and require that they confirm and aver payment from prime contractors for goods and services for which the SBBC has paid the prime contractor.

f. The CBR shall provide users the ability to identify prospective respondents, subcontractors, and vendors that are ready, willing, and able to sell specific types of goods or services. Consistent with applicable law regarding privacy and public records, ~~the School~~SBBC ~~Board~~ may establish policies regarding the access and use of the CBR system by vendors and by the general public.

g. ~~The School Board~~SBBC shall strive to ensure this registration process is integrated with any other registrations required by law or available by common practice. The Superintendent shall recommend any inter-local, intergovernmental, and data-sharing agreements, as necessary for the development of this CBR, in a manner that promotes integration with other registrations. The CBR shall contain links to such other mandatory on-line business registration systems, business-licensing applications, and business ownership status certification applications that are not directly integrated with the CBR, as deemed appropriate by the School District.

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

3. Respondent De-briefings

   For any contract in which ~~the~~ SBBC has undertaken a formal solicitation and subsequent evaluation of responses in accordance with a "Best Value Contracting" method of procurement, the Director of the department issuing the competitive solicitation, or of the department on whose behalf the competitive solicitation was issued, or their designees,

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

shall provide a de-briefing to any non-recommended respondent, upon request. At a minimum, de-briefings shall include disclosures of scoring criteria and scores from the evaluation panel responsible for making the selection for each response that was evaluated. To the extent possible, the de-briefing should also identify for each non-recommended respondent those areas where its submittal was not as competitive as others, with an explanation as to why.

E. Industry-Specific Remedial Affirmative Procurement Initiatives

The GSC shall be established by the Superintendent or designee in accordance with this Policy and shall have the responsibility of evaluating categories of informal solicitations and each prospective ~~formal~~ competitive solicitation document in advance of its advertised posting to the public to determine which of the following APIs it should apply to a given contract within a particular industry. Once any API is selected for application by the GSC, then it shall be applied to the bid solicitation language in advance of advertised posting to the public, and also to the resultant contract language for that awarded contract as follows:

1. Race-Neutral Construction Program Elements

a. Direct Owner Purchasing Program

Under this Program element, the Office of Facilities and Construction shall continue and expand its practice of directly purchasing large dollar item equipment and supply purchases for its construction projects that are valued at $200,000 or less (e.g., heating, ventilation and air conditioning units, kitchen equipment, pool pump, sprinkler systems) so as to level the playing field for smaller contractors that may not be able to negotiate as low of a price with suppliers or vendors. In this way, contractors will not need to provide bonding for that portion of the contract that would normally require them to purchase those large dollar equipment and supply items. The Executive Director, Capital Programs or designee shall be responsible for establishing systems and procedures for coordinating the warehousing of such items that are purchased directly by SBBC and for managing efficient and accountable delivery of the inventory of the purchased items to the correct job sites for installation by selected contractors.

b. ~~Small Business Enterprise~~SBE Prime Contract Program
Under this Program element, the GSC may establish an SBE prime contractor capacity-building initiative to enhance long-term competition and to provide ~~the~~ SBBC with its "Best Value" on Construction projects valued at $500,000 or less using alternative construction delivery methods of contracting in accordance with Florida law. Under this Program, the GSC may allocate from fifteen percent up to a maximum of twenty percent (15%-20%) of weighted

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

selection criteria in favor of the selection of a respondent that is a certified SBE firm. A SBE prime contractor that is awarded a prime contract under this Program may not subcontract more than forty-nine percent (49%) of the contract value to a non-SBE firm. In

determining whether the SBE Prime Contract Program should be applied to a particular contract, the GSC shall consider: the relative availability of SBEs, with a preference for at least three (3)-SBEs that are likely to bid as a prime contractor for the contract; and the degree of underutilization of the

SBEs in the specific industry categories. In addition, under this Program element, the GSC may elect to waive bonding on contracts valued under
$200,000, and may further exclusively reserve prime contracts valued at under $50,000 for bids by SBE firms only.

c. ~~ESBE~~EBE Prime Contract Program

Under this Program element, the GSC may establish an Emerging Small Business Enterprise prime contract capacity-building initiative to enhance long-term competition and to provide ~~the~~ SBBC with its "Best Value" on construction projects valued at $500,000 or less using alternative construction delivery methods of contracting in accordance with Florida law. Under this program, the GSC may allocate from fifteen percent up to a maximum of twenty percent (15%-20%) of weighted selection criteria in favor of the selection of a respondent that is a certified ~~ESBE~~EBE. An ~~ESBE~~EBE contractor that is awarded a prime contract under this program may not subcontract more than forty-nine percent (49%) of the contract value to a non-~~ESBE~~EBE firm. In determining whether a particular contract is eligible for this program, the GSC shall consider: a) the relative availability of ~~ESBE~~EBEs, with a preference for at least three (3) ~~ESBE~~EBEs that are likely to bid as a prime contractor for the contract; and b) the degree of underutilization of ~~ESBE~~EBEs in the specific industry categories. In addition, under this Program element, the GSC may elect to waive bonding on contracts valued under $200,000 and may further exclusively reserve prime contracts valued at under $50,000 for bids by ~~ESBE~~EBE firms only.

d. SBE Subcontracting Program

Under this Program element, the GSC may, at its discretion, and on a contract-by-contract basis, require that a predetermined percentage of a specific contract, up to forty percent (40%) be subcontracted to eligible SBEs. Factors to be considered by the GSC in making this determination shall include the relative availability of SBE firms to perform commercially useful functions on the specific contract.

A prospective respondent, to a School District solicitation for which price and scope are defined, shall submit at the time as required in the solicitation such documentation as required by ~~the~~ SBBC that provides:

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

i. The name(s) of the SBE subcontractor(s) it intends to use on the project;

ii. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each SBE;

iii. A description of the work that each SBE subcontractor shall perform; and

iv. Documentation confirming the subcontractor's commitment to perform the work at the stated price.

A prospective respondent on a School District competitive solicitation for which respondents are not initially evaluated based on price or for which the project scope is not predefined, shall submit as required in the competitive solicitation such documentation as required by the SBBC to affirm its intent to meet the subcontracting requirements indicated in the competitive solicitation. Failure of a respondent to commit as required in the competitive solicitation to satisfying the SBE subcontracting goal, shall render its response non-responsive. During the price proposal negotiation phase, respondents shall be required to submit:

v. Subcontractor(s) it intends to use on the project;

vi. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each SBE;

vii. A description of the work that each SBE subcontractor shall perform; and

viii. Documentation confirming the subcontractor's commitment to perform the work at the stated price.

A respondent may request a full or partial waiver of this mandatory subcontracting requirement for good cause by submitting the appropriate form(s) and documentation at the time as required in the solicitation. Under no circumstances shall a waiver of a mandatory subcontracting requirement be granted without submission of adequate documentation of good faith efforts by the respondent and careful review by the SDOP. The SDOP shall base its determination of a waiver request on criteria such as, but not limited to:

ix. Whether the requestor of the waiver has made good faith efforts to subcontract with qualified and available SBEs;

x. Whether subcontracting would be inappropriate and/or not provide a "commercially useful function" under the scope of the contract; and

xi. Whether there are no certified SBE firms that are qualified and available to provide the goods or services required.

In the absence of a waiver granted by the SDOP, failure of a prime contractor to commit as required in the solicitation to satisfying the SBE subcontracting goal, shall render its response non-responsive. Provided, however, that on any prime contract valued under $10

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial

million, if the prime contractor is a certified SBE firm, then the prime contractor is allowed to self-perform up to the entire SBE subcontracting goal amount with its own forces. To the extent that the certified SBE prime contractor does not self-

perform a portion of the SBE subcontracting goal, it shall be responsible for complying with all other requirements of this API for that portion of work that is subcontracted. This self-performance option for certified SBE prime contractors may be suspended at the discretion of the Officer, EDDC or designee in the event it determines that the adverse cumulative effect of the use of this self-performance option upon subcontractor opportunities is too great.

In the absence of a waiver granted by the SDOP or the self-performance of a portion or all of the SBE subcontracting goal by a certified SBE prime contractor, the failure of a prime contractor to attain a subcontracting goal for SBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with ~~the~~ SBBC, and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract terms with ~~the~~ SBBC, or by law.

A prime contractor is required to notify and obtain prior written approval from the SDOP in advance of any reduction in subcontract scope, unless such reduction in scope is the direct and immediate result of a School District-mandated change order or contract amendment, or the SBBC has mandated the de-certification, suspension, graduation, or termination of a designated SBE subcontractor. However, under such circumstances, the prime contractor shall undertake good faith efforts to replace the de-certified, suspended, graduated, or terminated SBE with one or more other certified SBE subcontractors and shall submit a waiver request to the SDOP in the event such good faith efforts are unsuccessful.

Upon award of the prime contract to a respondent, the prime contractor shall be required to submit accurate progress payment information with each invoice regarding each of its subcontractors, including SBE subcontractors. The originating department shall audit the reported payments to SBE and non-SBE subcontractors to ensure that the prime contractor's reported subcontract participation is accurate. SBBC contracts with prime contractors shall include clauses requiring prime contractors to pay subcontractors in compliance with Florida prompt payment laws, and such clauses shall mandate that in the event of a prime contractor's non-compliance regarding such payments, the prime contractor shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract terms with ~~the~~ SBBC, or by law.

e. E~~ES~~BE Subcontracting Program

Under this Program element, the GSC may, at its discretion, and on a contract-by-contract basis, require that a predetermined percentage of a specific contract, up to forty percent (40%), be subcontracted to eligible E~~S~~BEs. Factors to be considered by the

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Indent: Left: 1.62", Right: 0", Space Before: 0 pt, Line spacing: Exactly 13.3 pt

GSC in making this determination shall include the relative availability of E~~S~~BE firms to perform commercially useful functions on the specific contract.

A prospective respondent, to a School District solicitation for which price and scope are defined, shall submit at the time as required in the solicitation such documentation as required by ~~the~~ SBBC that provides:

i. The name(s) of the EBE ~~ESBE~~ subcontractor(s) it intends to use on the project;

ii. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each EBE~~ESBE~~;

iii. A description of the work that each E~~S~~BE subcontractor shall perform; and

iv. Documentation confirming the subcontractor's commitment to perform the work at the stated price.

A prospective respondent on a School District competitive solicitation for which respondents are not initially evaluated based on price or for which the project scope is not predefined, shall submit as required in the competitive solicitation such documentation as required by ~~the~~ SBBC to affirm its intent to meet the subcontracting requirements indicated in the competitive solicitation. Failure of a respondent to commit as required in the competitive solicitation to satisfying the E~~S~~BE subcontracting goal, shall render its response non-responsive.

During the price proposal negotiation phase, respondents shall be required to submit:

v. Subcontractor(s) it intends to use on the project;

vi. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each E~~S~~BE;

vii. A description of the work that each E~~S~~BE ~~-~~subcontractor shall perform; and

viii. Documentation confirming the subcontractor's commitment to perform the work at the stated price.

A respondent may request a full or partial waiver of this mandatory subcontracting requirement for good cause by submitting the appropriate form(s) and documentation at the time as required in the solicitation. Under no circumstances shall a waiver of a mandatory subcontracting requirement be granted without submission of adequate documentation of good faith efforts by the respondent and careful review by the SDOP. The SDOP shall base its determination

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial

Formatted: Justified

Formatted: Justified

Formatted: Justified

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Justified

Formatted: Justified

Formatted: Justified

of a waiver request on criteria such as, but not limited to:

ix. Whether the requestor of the waiver has made good faith efforts to subcontract with qualified and available E~~S~~BEs;

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial

x. Whether subcontracting would be inappropriate and/or not provide a "commercially useful function" under the scope of the contract; and

xi. Whether there are no certified E~~S~~BE firms that are qualified and available to provide the goods or services required.

In the absence of a waiver granted by the SDOP failure of a prime contractor to commit as required in the solicitation to satisfying the E~~S~~BE subcontracting goal, shall render its response non-responsive. Provided, however, that on any prime contract valued under $1 million, if the prime contractor is a certified E~~S~~BE firm, then the prime contractor is allowed to self-perform up to the entire E~~S~~BE subcontracting goal amount with its own forces. To the extent that the certified E~~S~~BE prime contractor does not self-perform a portion of the E~~S~~BE subcontracting goal, it shall be responsible for complying with all other requirements of this API for that portion of work that is subcontracted. This self-performance option for certified E~~S~~BE prime contractors may be suspended at the discretion of the Officer, EDDC or designee in the event it determines that the adverse cumulative effect of the use of this self-performance option upon subcontractor opportunities is too great.

In the absence of a waiver granted by the SDOP, or the self-performance of a portion or all of the E~~S~~BE subcontracting goal by a certified E~~S~~BE prime contractor, the failure of a prime contractor to attain a subcontracting goal for E~~S~~BE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with ~~the~~ SBBC, and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract terms with ~~the~~ SBBC, or by law.

A prime contractor is required to notify and obtain prior written approval from the SDOP in advance of any reduction in subcontract scope, unless such reduction in scope is the direct and immediate result of a School District-mandated change order or contract amendment, or ~~the~~ SBBC has mandated the de-certification, suspension, graduation, or termination of a designated ~~ESBE~~EBE subcontractor. However, under such circumstances, the prime contractor shall undertake good faith efforts to replace the ~~de-certified~~de-certified, suspended, graduated, or terminated ~~ESBE~~EBE with one or more other certified ~~ESBE~~EBE subcontractors and shall submit a waiver request to the SDOP in the event such good faith efforts are unsuccessful.

Upon award of the prime contract to a respondent, the prime contractor shall be required to submit accurate progress payment information with each invoice regarding each of its

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

subcontractors, including ~~ESBE~~EBE

subcontractors. The originating department shall audit the reported payments to ~~ESBE~~EBE and non-~~ESBE~~EBE subcontractors to ensure that the prime contractor's reported subcontract participation is accurate. SBBC contracts

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

with prime contractors shall include clauses requiring prime contractors to pay subcontractors in compliance with Florida prompt payment laws, and such clauses shall mandate that in the event of a prime contractor's non- compliance regarding such payments, the prime contractor shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract terms with ~~the~~ SBBC, or by law.

f. EBE, SBE and VBE Mentor-Protégé Program

Under this Program element, the SDOP shall consult with the Small Business Advisory Committee to establish ~~a~~an EBE, SBE and VBE Mentor-Protégé Program that provides technical assistance to EBEs, SBEs and VBE~~SBE~~s to build their capacity by pairing EBE, SBE and VBE ~~SBE~~ protégé firms with a more established, successful mentor firm that can provide the EBE, SBE and VBE ~~SBE~~ protégé with knowledge to further grow their business. The Officer, EDDC shall examine various "best practices" of other mentor-protégé programs including, but not limited to, incentives for mentor firms to pair with protégé firms; approval and monitoring of written mentor-protégé team agreements that outline the respective objectives and responsibilities of the mentor-protégé teams; maintaining the independence and business autonomy of the protégé firms from mentor team members; terms for dissolution of mentor-protégé teams; and objective criteria for quantifying the success of mentor-protégé relationships. The Officer~~Officer~~, EDDC or designee shall seek to establish the guidelines for this program within one (1) year of the effective date of this Policy~~,~~ and shall have discretion to modify the Mentor-Protégé Program as necessary to address weaknesses or unintended consequences.

2. Race-Conscious Construction Program Elements

The GSC shall consider establishment of an overall M/WBE annual Aspirational Goal in accordance with subsection "a" below and, in addition, shall review each prospective SBBC construction formal solicitation in advance of its public release and advertisement, and shall make a determination whether to apply any of the other race-conscious APIs to those construction solicitations and resultant contracts based upon the following criteria:

i. Whether the most recent data on M/WBE utilization in the absence of race-conscious APIs indicate that construction contracts of this type have exhibited significant disparities in the utilization of M/WBE subcontractors and/or M/WBE prime contractors;

ii. Whether race ~~-~~and/or gender-neutral remedies alone are likely to fully eliminate any such disparities in the utilization of M/WBE subcontractors and/or M/WBE prime contractors

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

based upon past contract award and payment data;

~~iii.~~ Whether a particular API is the least burdensome available remedy to non-M/WBE Respondents that is ~~narrowly-tailored~~narrowly tailored and that can effectively eliminate the disparities in the utilization of M/WBEs in construction contracts; and

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial

Formatted: Not Highlight

~~iv.~~iii. ~~W~~whether the particular API is appropriate for the specific type of construction contract being procured. Whenever the GSC uses its discretion to apply any of the following race-conscious APIs to construction competitive solicitations, it shall provide an explanation in the competitive solicitation documents of its reasons for doing so based upon its determinations pursuant to these criteria. In making such determinations, the GSC may also take into consideration the experiences of other jurisdictions within the District's relevant marketplace for construction services.

a. MBE/WBE Annual Aspirational Goals

For each fiscal year, the GSC may establish a non-mandatory annual aspirational percentage goal for overall M/WBE prime and subcontract participation on SBBC construction contracts.

This annual Aspirational Goal for M/WBE participation in SBBC construction contracts has initially been established at fifty-one percent (51%)~~thirty-seven percent (37%)~~ MBE ~~prime~~ contract participation (10% - African American, 5% Asian American, 35% Hispanic American, and .5~~1~~% Native American) and ~~twelve percent (12%)~~ three percent (~~-~~3%) WBE ~~prime~~ contract participation ~~and thirty three percent (33%) MBE subcontract participation and eleven percent (11%) WBE subcontract participation~~ based upon the industry availability estimates in accordance with the District's 2023Disparity Study findings.

This annual Aspirational Goal is to be reviewed on an annual basis for potential adjustment by the GSC based upon the School District's relative MBE/WBE~~M/WBE~~ availability data to be collected by ~~the~~ SBBC through its CBR system once established for at least one (1) year and the utilization of MBE/WBE ~~M/WBE~~s.

Annual Aspirational Goals are not to be routinely applied to individual solicitations, but are intended to serve as a benchmark against which to measure the overall effectiveness of the SDOP policy on an annual basis, and to gauge the need for future adjustments to the mix and aggressiveness of race-conscious and race-neutral remedies and APIs being applied pursuant to this Policy.

MBE/WBE annual Aspirational Goals may be stated only in those SBBC solicitations that do not contain contract-specific ~~E/S/M/WBE~~ goals, and when provided, shall be advisory only, and must also be accompanied by the full definition of the term as stated in this Policy.

Formatted: Font: (Default) Arial
Formatted: Not Highlight
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Indent: Left: 0.19"
Formatted: Font: (Default) Arial, Font color: Red, Strikethrough
Formatted: Strikethrough
Formatted: Strikethrough
Formatted: Strikethrough
Formatted: Strikethrough
Formatted: Strikethrough
Formatted: Justified
Formatted: Strikethrough

b. MBE/WBE Subcontracting Program

Under this Program element, the GSC may, on a contract-by-contract basis, at its discretion, require that a predetermined percentage of a specific construction contract, up to forty percent (40%), be subcontracted to eligible MBE/WBEs. Factors to be considered by the GSC in making this determination shall include the relative availability of M/WBE firms to perform commercially useful functions on the specific contract.

A prospective respondent on a School District competitive solicitation, for which price and scope are defined, shall submit at the time as required in the solicitation such documentation as required by ~~the~~ SBBC that provides:

i. The name(s) of the MBE/WBEs ~~M/WBE~~ subcontractor(s) it intends to use on the project;

ii. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each ~~S/M/WBE~~ MBE/WBEs;

iii. A description of the work that each MBE/WBEs~~M/WBE~~ subcontractor shall perform; and

iv. Documentation confirming the subcontractor's commitment to perform the work at that price.

A prospective respondent to a School District competitive solicitation, for which respondents are not initially evaluated based on price or for which project scope is not predefined, shall submit at the time as required in the competitive solicitation such documentation as required by ~~the~~ SBBC to affirm its intent to meet the subcontracting requirements indicated in the competitive solicitation.

In the absence of a waiver granted by the SDOP, failure of a respondent to commit as required in the solicitation to satisfying the MBE/WBEs~~M/WBE~~ subcontracting goal, shall render its response non-responsive.

During the price proposal negotiation phase, respondents shall be required to submit:

v. The name(s) of the MBE/WBEs~~M/WBE~~ subcontractor(s) it intends to use on the project;

vi. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each MBE/WBEs~~M/WBE~~; and

Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Not Highlight
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Not Highlight
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: 12 pt, Not Highlight
Formatted: Not Highlight
Formatted: Font: (Default) Arial
Formatted: Font: 12 pt, Not Highlight
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Not Highlight
Formatted: Font: 12 pt, Not Highlight
Formatted: Font: 12 pt, Not Highlight

vii. A description of the work that each MBE/WBEs~~M/WBE~~ subcontractor shall perform.

Formatted: Font: 12 pt, Not Highlight

A respondent may request a full or partial waiver of this mandatory subcontracting requirement for good cause by submitting the appropriate form(s) and documentation at the time as required in the solicitation. Under no circumstances shall a waiver of a mandatory subcontracting requirement be granted without submission of adequate documentation of good faith efforts by the respondent and careful review by the SDOP. The SDOP shall base its determination on a waiver request on criteria such as, but not limited to:

viii. Whether the requestor of the waiver has made good faith efforts to subcontract with qualified and available MBE/WBE~~M/WBE~~s;

ix. Whether subcontracting would be inappropriate and/or not provide a "commercially useful function" under the scope of the contract; and

x. Whether there are no certified MBE/WBE~~M/WBE~~ firms that are qualified and available to provide the goods or services required.

In the absence of a waiver granted by the SDOP, failure of a prime contractor to commit as required in the competitive solicitation to satisfying the MBE/WBE~~M/WBE~~ subcontracting goal, shall render its response non-responsive. Provided, however, that on any prime contract valued under $10 million, if the prime contractor is a certified MBE/WBE~~M/WBE~~ firm, then the prime contractor is allowed to self-perform up to the entire MBE/WBE~~M/WBE~~ subcontracting goal amount with its own forces. To the extent that the certified MBE/WBE~~M/WBE~~ prime contractor does not self-perform a portion of the MBE/WBE~~M/WBE~~ subcontracting goal, it shall be responsible for complying with all other requirements of this API for that portion of work that is subcontracted. This self- performance option for certified MBE/WBEs~~M/WBE~~ prime contractors may be suspended at the discretion of the Office, EDDC or designee in the event it determines that the adverse cumulative effect of the use of this self-performance option upon subcontractor opportunities is too great.

In the absence of a waiver granted by the SDOP, or the self-performance of a portion or all of the MBE/WBE~~M/WBE~~ subcontracting goal by a certified MBE/WBE~~M/WBE~~ prime contractor, the failure of a prime contractor to attain a subcontracting goal for MBE/WBE ~~M/WBE~~ participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with ~~the~~ SBBC and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial

Formatted: Font: 12 pt, Not Highlight

Formatted: Font: 12 pt, Not Highlight

Formatted: Font: (Default) Arial

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

contract with the SBBC, or by law.

With the exception of certified MBE/WBE~~M/WBE~~ prime contractors that are self- performing a portion or all of a subcontracting goal, in the absence of a waiver granted by the SDOP, failure of a prime contractor to attain a subcontracting goal for MBE/WBE~~M/WBE~~ participation in the performance of its

Formatted: Not Highlight

Formatted: Font: (Default) Arial, Not Expanded by / Condensed by

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, Not Expanded by / Condensed by

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, Not Expanded by / Condensed by

Formatted: Not Highlight

Formatted: Font: (Default) Arial, Not Expanded by / Condensed by

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, Not Expanded by / Condensed by

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, Not Expanded by / Condensed by

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, Not Expanded by / Condensed by

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, Not Expanded by / Condensed by

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, Not Expanded by / Condensed by

Formatted: Font: (Default) Arial

Formatted: Not Highlight

contract shall be considered a material breach of contract, shall be grounds for termination of that contract with ~~the~~ SBBC, and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, the terms of its contract with ~~the~~ SBBC, or by law.

A prime contractor is required to notify and obtain prior written approval from the SDOP in advance of any reduction in subcontract scope, unless such reduction in scope is the direct and immediate result of a School District-mandated change order or contract amendment, or the SBBC has mandated the de-certification, suspension, graduation, or termination of a designated MBE/WBE~~M/WBE~~ subcontractor. However, under such circumstances, the prime contractor shall undertake good faith efforts to replace the de- certified, suspended, graduated, or terminated MBE/WBE~~M/WBE~~ subcontractor(s) with one (1) or more other certified MBE/WBE~~M/WBE~~ subcontractor(s) and shall submit a waiver request to the SDOP in the event such good faith efforts are unsuccessful.

Upon award of the prime contract to a respondent, the prime contractor shall be required to submit accurate progress payment information with each invoice regarding each of its subcontractors, including MBE/WBE~~M/WBE~~ subcontractors. The originating department shall audit the reported payments to MBE/WBE~~M/WBE~~ and non-MBE/WBE~~M/WBE~~ subcontractor to ensure that the prime contractors' reported subcontract participation is accurate. Absent a waiver from the SDOP, a prime contractor's failure to reach the required level of MBE/WBE~~M/WBE~~ subcontracting shall be considered a material breach of contract. SBBC Invitations to Bid~~s~~, RFPs, RFQs, and/or contracts shall include language pertaining to responsibilities for prime contractors or vendors regarding invoicing and payment schedules. Prime contractors shall include clauses requiring them to pay subcontractors in compliance with Florida prompt payment laws (the "Prompt Payment Act"), and such clauses shall mandate that in the event of prime contractor non-compliance regarding such payments, the prime contractor shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract with ~~the~~ SBBC, or by law.

c. MBE/WBE Segmented Subcontracting Goals

The GSC may establish segmented MBE/WBE~~M/WBE~~ goals within the annual Aspirational Goal based upon the MBE/WBE~~M/WBE~~ availability by industry in accordance with the SBBC's 2023 ~~2015 KIN~~KIR Disparity Study Update findings, along with relative MBE/WBE~~M/WBE~~ availability data to be collected by ~~the~~ SBBC through its CBR system, and the utilization of MBE/WBE~~M/WBE~~s.

Formatted: Font: (Default) Arial, 12 pt

Formatted

Formatted

Formatted

Formatted: Font: (Default) Arial, 12 pt

Formatted

Formatted

The GSC may also establish MBE/WBE~~M/WBE~~ segmented subcontracting goals on an individual SBBC contract wherein an overall combined MBE/WBE~~M/WBE~~ goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of minority group member categories or the WBE segment based upon relative availability. Such segmented goals shall specifically target the participation of a particular segment of business

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial

enterprises owned and controlled by WBEs or certain minority group members (e.g., ~~African-Americans~~African Americans or ~~Hispanic-Americans~~Hispanic Americans) based upon relative availability and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and minority group member categories of MBE/WBE~~M/WBE~~s. The application of segmented MBE/WBE~~M/WBE~~ goals is intended to ensure that those segments of MBE/WBE~~M/WBE~~s that have been most significantly and persistently underutilized receive a fair measure of remedial assistance. Segmented MBE/WBE~~M/WBE~~ goals shall operate in the same manner as the MBE/WBE~~M/WBE~~ Subcontracting Program set forth in Section E. 2. C. of this Policy.

d. MBE/WBE~~M/WBE~~ Mentor-Protégé Program

Under this Program element, the SDOP shall consult with the Small Business Advisory Committee to establish an MBE/WBE~~M/WBE~~ Mentor-Protégé Program that provides technical assistance to MBE/WBE~~M/WBE~~s to build their capacity by pairing MBE/WBE~~M/WBE~~ protégé firms with a more established successful mentor firm that can provide the MBE/WBE~~M/WBE~~ business knowledge to further grow their business. The Officer, EDDC shall examine various "best practices" of other mentor-protégé programs including, but not limited to, incentives for mentor firms to pair with protégé firms; approval and monitoring of written mentor-protégé team agreements that outline the respective objectives and responsibilities of the mentor-protégé team members; maintaining the independence and business autonomy of the protégé firms from mentor team members; terms for dissolution of mentor-protégé teams; and objective criteria for quantifying the success of mentor-protégé relationships. The Officer, EDDC or designee shall seek to establish the guidelines for this program within one (1) year of the effective date of this ~~Policy, and~~Policy and shall have discretion to modify the MBE/WBE~~M/WBE~~ Mentor-Protégé Program as necessary to address weaknesses or unintended consequences.

e. Minority Inclusion Language in RFPs

Under this Program element, in "Best Value" contracts that are issued pursuant to RFPs rather than lowest responsible bid Invitation to Bid~~s~~ (e.g., construction manager or design-build contracts), the GSC may include language in the RFP to include diversity in participation on a respondent's team and its plans to encourage M/WBE subcontract participation as one (1) element in the selection criteria. An additional element in such selection criteria may be past performance of the respondent in achieving diversity in subcontract awards on similar projects, as well

Formatted: Right: 0.08"

as inclusion of MBE/WBE~~M/WBE~~ primes, MBE/WBE~~M/WBE~~ suppliers, and MBE/WBE~~M/WBE~~ professional services firms in prior projects.

Formatted: Font: (Default) Arial, 12 pt

f. MBE/WBE~~M/WBE~~ Evaluation Preference for "Best Value" RFPs

Under this Program element, the GSC may establish an MBE/WBE~~M/WBE~~ prime contractor capacity-building initiative to enhance long-term competition and to provide ~~the~~ SBBC with its "Best Value" on construction projects using alternative construction delivery methods of contracting in accordance with Florida law. The GSC may allocate from fifteen percent up to a maximum of twenty percent (15%-20%) of weighted selection criteria in favor of the selection of a respondent that is a certified MBE/WBE~~M/WBE~~ firm. An MBE/WBE~~M/WBE~~ prime contractor that is awarded a prime contract under this program may not subcontract more than forty-nine percent (49%) of the contract value to a non-MBE/WBE~~M/WBE~~ firm. In determining whether the MBE/WBE~~M/WBE~~ Evaluation Preference for "Best Value" RFPs should be applied to a particular contract, the GSC shall consider: a) the relative availability of MBE/WBE~~M/WBE~~s, with the preference for at least three (3) MBE/WBE~~M/WBE~~s that are likely to bid as a prime contractor for the contract; and b) the degree of underutilization of the MBE/WBE~~M/WBE~~s in the specific industry categories.

3. Race-Neutral Professional Services Program Elements

Formatted: Left, Indent: Left: 0.87", Hanging: 0.25"

The Goal Setting Committee (GSC) shall consider the application of one (1) or more of the following race-neutral Affirmative Procurement Initiatives for each SBBC professional services solicitation:

Formatted: Font: (Default) Arial

a. Emerging/Small Business Enterprise Vendor Rotation

Under this Program element, the GSC may use vendor rotation of a pre-~~-~~qualified panel of certified EBE/SBE professional services firms for smaller SBBC contracts valued at less than $50,000. Work tasks are rotated among this pre-qualified panel of EBE/SBE professional services firms. The order of ~~the vendor~~the ~~rotation~~vendor ~~is~~rotation is periodically adjusted by the EDDC Department, ~~Department~~ or designee to account for ranking from the lowest dollar volume of work tasks assigned to the highest dollar volume of work tasks assigned to each EBE/SBE vendor that is listed on the pre-qualified panel of vendors. Participation on vendor rotation panel is contingent on vendor having no negative history of unsatisfactory performance on prior SBBC contracts.

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Not Highlight

Formatted: Font: (Default) Arial

b. Evaluation Preference for EBE/SBE Prime Bidders

Formatted: Font: (Default) Arial

Formatted: Left, Indent: Left: 1.37"

Under this Program element, on "Best Value" contract solicitations where low price is not the only factor considered in contract award, the GSC may reserve from fifteen percent up to a maximum of

twenty percent (15%- 20%) of the total available evaluation points for award to those prime bidders or respondents that are certified as EBE/SBE ~~SBE~~s. Out of those fifteen to twenty percent (15%-20%) of the total evaluation preference points, the GSC may limit EBE/SBE bidders that have prior experience performing work on behalf of SBBC to half of the evaluation preference points seven and a half to ten percent (7.5%-10%) out of the total fifteen to twenty percent (15%-20%) evaluation preference points that are reserved for EBE/SBE~~SBE~~ firms.

Formatted: Font: (Default) Arial

EBE/SBEs that have never before received SBBC work may be eligible for the entire fifteen to twenty percent (15%-20%) of reserved EBE/SBE evaluation preference points. Alternatively, the GSC may, at its discretion, reserve all of the fifteen to twenty percent (15%-20%) of evaluation preference points for those EBE/SBE firms that have never previously performed any professional services work on behalf of the SBBC.

c. Evaluation Panel Diversity

Under this Program element, on "Best Value" contract solicitations where low price is not the only factor considered in contract awards, the Officer, EDDC may appoint a voting representative to serve on the evaluation panel to ensure that scoring is fair and to guard against inherent bias against non-incumbent firms and Emerging/Small/Minority/Veteran/Women Business Enterprise firms.

d. EBE/SBE Reserve of Contracts Up to $50,000

Under this Program element, the GSC may reserve some smaller professional services contracts valued at less than $50,000 for competition solely among EBE/SBE professional services firms. The GSC shall determine whether there are at least three (3) qualified EBE/SBE firms that are available to compete for the work prior to applying this API.

e. EBE/SBE Subcontracting Goals Program

Under this Program element, the GSC may, at its discretion, and on a contract-by-contract basis, require that a predetermined percentage of a specific contract, up to forty percent (40%), be subcontracted to eligible EBE/SBEs. Factors to be considered by the GSC in making this determination shall include the relative availability of EBE/SBE firms to perform commercially useful functions on the specific contract.

A prospective respondent~~,~~ to a School District competitive solicitation for which price and scope are defined, shall submit at the time as required in the competitive solicitation such documentation as required by ~~the~~ SBBC that provides:

i. The name(s) of the EBE/SBE subcontractor(s) it intends to use on the project;

ii. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each EBE/SBE;

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

iii. A description of the work that each E B E / SBE subcontractor shall perform; and

iv. Documentation confirming the subcontractor's commitment to perform the work at the stated price.

Formatted: Font: (Default) Arial

A prospective respondent on a School District competitive solicitation for which respondents are not initially evaluated based on price or for which the project scope is not predefined, shall submit as required in the competitive solicitation such documentation as required by ~~the~~ SBBC to affirm its intent to meet the subcontracting requirements indicated in the competitive solicitation. Failure of a respondent to commit as required in the competitive solicitation to satisfying the EBE/SBE subcontracting goal, shall render its response non-responsive.

During the price proposal negotiation phase, respondents shall be required to submit:

v. Subcontractor(s) it intends to use on the project;

vi. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each E/SBE;

vii. A description of the work that each EBE/SBE subcontractor shall perform; and

viii. Documentation confirming the subcontractor's commitment to perform the work at the stated price.

A respondent may request a full or partial waiver of this mandatory subcontracting requirement for good cause by submitting the appropriate form(s) and documentation at the time as required in the competitive solicitation. Under no circumstances shall a waiver of a mandatory subcontracting requirement be granted without submission of adequate documentation of good faith efforts by the respondent and careful review by the SDOP. The SDOP shall base its determination of a waiver request on criteria such as, but not limited to:

ix. Whether the requestor of the waiver has made good faith efforts to subcontract with qualified and available EBE/SBEs;

x. Whether subcontracting would be inappropriate and/or not provide a "commercially useful function" under the scope of the contract; and

xi. Whether there are no certified EBE/SBE firms that are qualified and available to provide the goods or services required.

In the absence of a waiver granted by the SDOP, failure of a prime contractor to commit as required in the competitive solicitation to satisfying the EBE/SBE subcontracting goal, shall render its response non-responsive. Provided, however, that on any prime

Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial

contract valued under $10 million, if the prime contractor is a certified EBE/SBE firm, then the prime contractor is allowed to self-perform up to the entire EBE/SBE subcontracting goal amount with its own forces. To the extent that the certified EBE/SBE prime contractor does not ~~self- perform~~self-perform a portion of the EBE/SBE subcontracting goal, it shall be responsible for complying with all other requirements of this API for that portion of

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

work that is subcontracted. This self-performance option for certified EBE/SBE prime contractors may be suspended at the discretion of the Director of Procurement & Warehousing Services or designee in the event it determines that the adverse cumulative effect of the use of this self- performance option upon subcontractor opportunities is too great.

In the absence of a waiver granted by the SDOP or the self-performance of a portion or all of the EBE/SBE subcontracting goal by a certified EBE/SBE prime contractor, the failure of a prime contractor to attain a subcontracting goal for EBE/SBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with ~~the~~ SBBC, and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract terms with ~~the~~ SBBC, or by law.

A prime contractor is required to notify and obtain prior written approval from the SDOP in advance of any reduction in subcontract scope, unless such reduction in scope is the direct and immediate result of a School District-~~-~~mandated change order or contract amendment, or ~~the~~ SBBC has mandated the de-certification, suspension, graduation, or termination of a designated EBE/SBE subcontractor. However, under such circumstances, the prime contractor shall undertake good faith efforts to replace the de-certified, suspended, graduated, or terminated EBE/~~-~~SBE with one (1) or more other certified EBE/SBE subcontractors and shall submit a waiver request to the SDOP in the event such good faith efforts are unsuccessful.

Upon award of the prime contract to a respondent, the prime contractor shall be required to submit accurate progress payment information with each invoice regarding each of its subcontractors, including EBE/SBE subcontractors. The originating department shall audit the reported payments to EBE/SBE and non-EBE/SBE subcontractors to ensure that the prime contractor's reported subcontract participation is accurate. SBBC contracts with prime contractors shall include clauses requiring prime contractors to pay subcontractors in compliance with Florida prompt payment laws, and such clauses shall mandate that in the event of a prime contractor's non-~~-~~compliance regarding such payments, the prime contractor shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract terms with ~~the~~ SBBC, or by law.

4. Race-Conscious Professional Services Program Elements

Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial

The GSC shall consider establishment of an overall MBE/WBE annual Aspirational Goal in accordance with subsection "a" below and, in addition, shall review each prospective SBBC professional services formal solicitation in advance of its public release and advertisement, and shall ~~make a determination~~determine whether to apply any of the other race-conscious APIs to those professional services solicitations and resultant contracts based upon the following criteria:

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

i. Whether the most recent data on MBE/WBE utilization in the absence of race-conscious APIs indicate that professional services contracts of this type have exhibited significant disparities in the utilization of MBE/WBE subcontractors and/or MBE/WBE prime contractors;

ii. Whether race- and/or gender-neutral remedies alone are likely to fully eliminate any such disparities in the utilization of MBE/WBE subcontractors and/or MBE/WBE prime contractors based upon past contract award and payment data;

iii. Whether a particular API is the least burdensome available remedy to non-MBE/WBE respondents that is ~~narrowly-tailored~~narrowly tailored and that can effectively eliminate the disparities in the utilization of MBE/WBEs in professional services contracts; and

iv. Whether the particular API is appropriate for the specific type of professional services contract being procured. Whenever the GSC uses its discretion to apply any of the following race-conscious APIs to professional services competitive solicitations, it shall provide an explanation in the solicitation documents of its reasons for doing so based upon its determinations pursuant to these criteria. In making such determinations, the GSC may also take into consideration the experiences of other jurisdictions within the School District's relevant marketplace for professional services.

a. MBE/WBE Annual Aspirational Goals

For each fiscal year, the GSC may establish a non-mandatory annual aspirational percentage goal for overall MBE/WBE prime and subcontract participation on SBBC professional services contracts.

This annual Aspirational Goal for MBE/WBE participation in SBBC professional services contracts has initially been established at thirty-six percent (36%) MBE contract participation (5% ~~—~~African American, 22% Asian American, 9% Hispanic American) ~~sixty-two percent (62%) MBE prime~~ MBE contract participation and twenty-nine ~~eight~~ percent (29~~8~~%) WBE ~~prime~~ contract participation ~~and fifty-eight percent (58%) MBE subcontract participation and nine percent (9%) WBE subcontract participation~~ based upon the industry availability estimates in accordance with the District's 2023~~2015 KIN~~KIR Disparity Study Update findings.

This annual Aspirational Goal is to be reviewed on an annual basis for potential adjustment by the GSC based upon the School District's relative MBE/WBE availability data to be collected by the SBBC through its CBR system once established for at least one (1) year

Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial

and the utilization of MBE/WBEs.

Formatted: Font: (Default) Arial

Annual Aspirational Goals are not to be routinely applied to individual solicitations but are intended to serve as a benchmark against which to measure the overall effectiveness of the SDOP policy on an annual basis and to gauge the need for future adjustments to the mix and aggressiveness of race-conscious and race-neutral remedies and APIs being applied pursuant to this Policy.

MBE/WBE annual Aspirational Goals may be stated only in those SBBC solicitations that do not contain contract-specific E/S/M/V/WBE goals, and when provided, shall be advisory only, and must also be accompanied by the full definition of the term as stated in this Policy.

b. MBE/WBE Evaluation Preference for "Best Value" RFPs

Under this Program element, the GSC may establish an MBE/WBE prime contractor capacity-building initiative to enhance long-term competition and to provide ~~the~~ SBBC with its "Best Value" on professional services contracts in accordance with Florida law. The GSC may reserve from fifteen percent up to a maximum of twenty percent (15%-20%) of the total available evaluation points for award to a respondent that is a certified MBE/WBE firm. Out of those fifteen to twenty percent (15%-20%) of the total evaluation preference points, the GSC may limit MBE/WBE bidders that have prior experience performing work on behalf of SBBC to half of the evaluation preference points seven and a half to ten percent (7.5%-10%) out of the total fifteen to twenty percent (15%-20%) evaluation preference points that are reserved for MBE/WBE firms. MBE/WBEs that have never before received SBBC work, may be eligible for the entire fifteen to twenty percent (15%-20%) of reserved MBE/WBE evaluation preference points. Alternatively, the GSC may, at its discretion, reserve all of the fifteen to twenty percent (15%-20%) of evaluation preference points for those M/WBE firms that have never previously performed any professional services work on behalf of ~~the~~ SBBC. An MBE/WBE prime contractor that is awarded a prime contract under this program element may not subcontract more than forty-nine percent (49%) of the contract value to a non-MBE/WBE firm. In determining whether the MBE/WBE Evaluation Preference for "Best Value" RFPs should be applied to a particular contract, the GSC shall consider: a) the relative availability of MBE/WBEs, with a preference for at least three (3) MBE/WBEs that are likely to bid as a prime contractor for the contract; and b) the degree of underutilization of the MBE/WBEs in the specific industry categories.

c. MBE/WBE Subcontracting Program for Professional Services

Under this Program element, the GSC may, on a contract-by-contract basis, at its discretion, require that a predetermined percentage of a specific professional services contract, up to forty percent (40%) be subcontracted to eligible MBE/WBEs. Factors to be considered by the GSC in making this determination shall include the relative availability of MBE/WBE firms to perform commercially useful functions on the specific contract.

Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial

A prospective respondent on a School District competitive solicitation, for which price and scope are defined, shall submit at the time as required in the competitive solicitation such documentation as required by ~~the~~ SBBC that provides:

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

i. The name(s) of the MBE/WBE subcontractor(s) it intends to use on the project;

ii. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each MBE/WBE;

iii. A description of the work that each MBE/WBE subcontractor shall perform; and

iv. Documentation confirming the subcontractor's commitment to perform the work at that price.

A prospective respondent to a School District competitive solicitation, for which respondents are not initially evaluated based on price or for which project scope is not predefined, shall submit at the time as required in the competitive solicitation such documentation as required by ~~the~~ SBBC to affirm its intent to meet the subcontracting requirements indicated in the competitive solicitation. In the absence of a waiver granted by the SDOP, failure of a respondent to commit as required in the solicitation to satisfying the MBE/WBE subcontracting goal shall render its response non-responsive.

During the price proposal negotiation phase, respondents shall be required to submit:

v. The name(s) of the MBE/WBE subcontractor(s) it intends to use on the project;

vi. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each MBE/WBE; and

vii. A description of the work that each MBE/WBE subcontractor shall perform.

A respondent may request a full or partial waiver of this mandatory subcontracting requirement for good cause by submitting the appropriate form(s) and documentation at the time as required in the competitive solicitation. Under no circumstances shall a waiver of a mandatory subcontracting requirement be granted without submission of adequate documentation of good faith efforts by the respondent and careful review by the SDOP. The SDOP shall base its determination on a waiver request on criteria such as, but not limited to:

viii. Whether the requestor of the waiver has made good faith efforts to subcontract with qualified and available

Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial

MBE/WBEs;

ix. Whether subcontracting would be inappropriate and/or not provide a "commercially useful function" under the scope of the contract; and

Formatted: Font: (Default) Arial

x. Whether there are no certified MBE/WBE firms that are qualified and available to provide the goods or services required.

In the absence of a waiver granted by the SDOP, failure of a prime contractor to commit as required in the solicitation to satisfying the MBE/WBE subcontracting goal, shall render its response non-responsive. Provided, however, that on any prime contract valued under $10 million, if the prime contractor is a certified MBE/WBE firm, then the prime contractor is allowed to self-perform up to the entire MBE/WBE subcontracting goal amount with its own forces. To the extent that the certified MBE/WBE prime contractor does not self-perform a portion of the MBE/WBE subcontracting goal, it shall be responsible for complying with all other requirements of this API for that portion of work that is subcontracted. This self- performance option for certified M/WBE prime contractors may be suspended at the discretion of the Director of the Procurement & Warehousing Services or designee in the event it determines that the adverse cumulative effect of the use of this self-performance option upon subcontractor opportunities is too great.

In the absence of a waiver granted by the SDOP, or the self-performance of a portion or all of the MBE/WBE subcontracting goal by a certified MBE/WBE prime contractor, the failure of a prime contractor to attain a subcontracting goal for MBE/WBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with ~~the~~ SBBC, and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract with ~~the~~ SBBC, or by law.

With the exception of certified MBE/WBE prime contractors that are self- performing a portion or all of a subcontracting goal, in the absence of a waiver granted by the SDOP, failure of a prime contractor to attain a subcontracting goal for MBE/WBE participation in the performance of its contract shall be considered a material breach of contract, shall be grounds for termination of that contract with ~~the~~ SBBC, and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, the terms of its contract with ~~the~~ SBBC, or by law.

A prime contractor is required to notify and obtain prior written approval from the SDOP in advance of any reduction in subcontract scope, unless such reduction in scope is the direct and immediate result of a School District~~-~~ mandated change order or contract amendment, or ~~the~~ SBBC has mandated the de-certification, suspension, graduation, or termination of a designated MBE/WBE subcontractor. However, under such circumstances, the prime

Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial

contractor shall undertake good faith efforts to replace the de-certified, suspended, graduated, or terminated M/WBE subcontractor(s) with one or more other certified MBE/WBE subcontractor(s) and shall submit a waiver request to the SDOP in the event such good faith efforts are unsuccessful.

Formatted: Font: (Default) Arial

Upon award of the prime contract to a respondent, the prime contractor shall be required to submit accurate progress payment information with each invoice regarding each of its subcontractors, including MBE/WBE subcontractors. The originating department shall audit the reported payments to MBE/WBE and non-MBE/WBE subcontractor to ensure that the prime contractors' reported subcontract participation is accurate. Absent a waiver from the SDOP, a prime contractor's failure to reach the required level of MBE/WBE subcontracting shall be considered a material breach of contract. SBBC contracts with prime contractors shall include clauses requiring prime contractors to pay subcontractors in compliance with Florida prompt payment laws (the "Prompt Payment Act"), and such clauses shall mandate that in the event of prime contractor non-compliance regarding such payments, the prime contractor shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract with ~~the~~ SBBC, or by law.

d. MBE/WBE Vendor Rotation

Under this Program element, the GSC may use vendor rotation of a pre-~~-~~qualified panel of certified MBE/WBE professional services firms for smaller SBBC contracts valued at less than $50,000. Work tasks are rotated among this pre-qualified panel of MBE/WBE professional services firms. The order of the vendor rotation is periodically adjusted by the SDOP or designee to account for ranking from the lowest dollar volume of work tasks assigned to the highest dollar volume of work tasks assigned to each MBE/WBE vendor that is listed on the pre-qualified panel of vendors. Participation on vendor rotation panel is contingent on vendor having no negative history of unsatisfactory performance on prior SBBC contracts.

5. Race-Neutral ~~Commodities~~Goods Program Elements

a. EBE/SBE/VBE Vendor Rotation

Under this Program element, the GSC may use vendor rotation of a pre-~~-~~qualified panel of certified EBE/SBE/VBE ~~commodities~~goods vendors for smaller SBBC contracts valued at less than $50,000. Supply orders are rotated among this pre-qualified panel of EBE/SBE/VBE ~~commodities~~goods vendors. The order of the vendor rotation is periodically adjusted by the SDOP or designee to account for ranking from the lowest dollar volume of purchase orders assigned to the highest dollar volume of purchase orders assigned to each EBE/SBE/VBE vendor that is listed on the pre-qualified panel of vendors. Participation on vendor rotation panel is contingent on vendor having no negative history of unsatisfactory performance on

Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial

prior SBBC contracts.

b. EBE/SBE/VBE Reserve for Contracts Up to $50,000

Under this Program element, the GSC may reserve some smaller ~~Commodities~~goods contracts valued at less than $50,000 for bid competition solely among EBE/SBE/VBE ~~commodities~~goods firms. The GSC shall determine whether there are at least three (3) qualified EBE/SBE/VBE firms that are available to compete for the sale of the ~~commodities~~goods to ~~the~~ SBBC prior to applying this API.

6. Race-Conscious ~~Commodities~~Goods Program Elements

The GSC shall consider establishment of an overall MBE/WBE annual Aspirational Goal in accordance with subsection "a" below and, in addition, shall review each prospective SBBC ~~commodities~~goods ~~formal~~ competitive solicitation in advance of its public release and advertisement and shall make a determination whether to apply any of the other race-conscious APIs to those ~~commodities~~goods competitive solicitations and resultant contracts based upon the following criteria:

i. Whether the most recent data on MBE/WBE utilization in the absence of race-conscious APIs indicate that ~~commodities~~goods contracts of this type have exhibited significant disparities in the utilization of MBE/WBE subcontractors and/or MBE/WBE prime contractors;

ii. Whether race- and/or gender-neutral remedies alone are likely to fully eliminate any such disparities in the utilization of MBE/WBE subcontractors and/or MBE/WBE prime contractors based upon past contract award and payment data;

iii. Whether a particular API is the least burdensome available remedy to non-MBE/WBE respondents that is ~~narrowly-tailored~~narrowly tailored and that can effectively eliminate the disparities in the utilization of MBE/WBEs in ~~commodities~~goods contracts; and

iv. Whether the particular API is appropriate for the specific type of ~~commodities~~goods contract being procured. Whenever the GSC uses its discretion to apply any of the following race-conscious APIs to ~~commodities~~goods competitive solicitations, it shall provide an explanation in the competitive solicitation documents of its reasons for doing so based upon its determinations pursuant to these criteria. In making such determinations, the GSC may also take into consideration the experiences of other jurisdictions within the School

Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial

District's relevant marketplace for ~~commodities~~goods.

a. MBE/WBE Annual Aspirational Goals

For each fiscal year, the GSC may establish a non-mandatory annual aspirational percentage goal for overall MBE/WBE ~~prime~~ participation on SBBC ~~commodities~~goods contracts.

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

This annual Aspirational Goal for MBE/WBE participation in SBBC ~~commodities~~goods contracts has initially been established at fifty-six~~five~~ (56~~5~~%) MBE contract participation (9%)~~-~~ African American, (4%) Asian American, (43~~2~~%) Hispanic American) and ~~thirty-four percent (34%) Minority Business Enterprise (MBE) prime contract participation and~~ eight ~~sixteen~~ percent (8~~16~~%) WBE ~~prime~~ contract participation based upon the industry availability estimates in accordance with the School District's 2023~~2015~~ ~~KIN~~KIR Disparity Study Update findings.

This annual Aspirational Goal is to be reviewed on an annual basis for potential adjustment by the GSC based upon the School District's relative MBE/WBE availability data to be collected by the SBBC through its Centralized Bidder Registration system once established for at least one (1) year and the School District's utilization of MBE/WBEs.

Annual Aspirational Goals are not to be routinely applied to individual solicitations but are intended to serve as a benchmark against which to measure the overall effectiveness of the SDOP policy on an annual basis and to gauge the need for future adjustments to the mix and aggressiveness of race-conscious and race-neutral remedies and APIs being applied pursuant to this Policy.

MBE/WBE annual Aspirational Goals may be stated only in those SBBC solicitations that do not contain contract-specific E/S/M/WBE goals and when provided, shall be advisory only, and must also be accompanied by the full definition of the term as stated in this Policy.

b. MBE/WBE Vendor Rotation

Under this Program element, the GSC may use vendor rotation of a pre-qualified panel of certified MBE/WBE ~~commodities~~goods firms for smaller SBBC contracts valued at less than $50,000. Purchase orders are rotated ~~among this~~among ~~pre~~this pre-~~qualified panel~~qualified panel ~~of M~~of MBE/~~WBE commodities~~ WBE ~~firms~~~~commodities~~ firms.

The order of the vendor rotation is periodically adjusted by the SDOP or designee to account for ranking from the lowest dollar volume of purchase orders assigned to the highest dollar volume of purchase orders assigned to each MBE/WBE vendor that is listed on the pre-qualified panel of vendors. Participation on vendor rotation panel is contingent on vendor having no negative history of unsatisfactory performance on prior SBBC contracts.

c. MBE/WBE Subcontracting Program for Goods

Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial

Under this Program element, the GSC may, on a contract-by-contract basis, at its discretion, require that a predetermined percentage of a specific goods contract, up to forty percent (40%) be subcontracted to eligible MBE/WBEs. Factors to be considered by the GSC in making this determination shall include the relative availability of MBE/WBE firms to perform commercially useful functions on the specific contract.

A prospective respondent on a School District competitive solicitation, for which price and scope are defined, shall submit at the time as required in the competitive solicitation such documentation as required by ~~the~~ SBBC that provides:

i. The name(s) of the MBE/WBE subcontractor(s) it intends to use on the project;

ii. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each MBE/WBE;

iii. A description of the work that each MBE/WBE subcontractor shall perform; and

iv. Documentation confirming the subcontractor's commitment to perform the work at that price.

A prospective respondent to a School District competitive solicitation, for which respondents are not initially evaluated based on price or for which project scope is not predefined, shall submit at the time as required in the competitive solicitation such documentation as required by SBBC to affirm its intent to meet the subcontracting requirements indicated in the competitive solicitation. In the absence of a waiver granted by the SDOP, failure of a respondent to commit as required in the competitive solicitation to satisfying the MBE/WBE subcontracting goal shall render its response non-responsive.

During the price proposal negotiation phase, respondents shall be required to submit:

v. The name(s) of the MBE/WBE subcontractor(s) it intends to use on the project;

vi. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each MBE/WBE; and

vii. A description of the work that each MBE/WBE subcontractor shall perform.

A respondent may request a full or partial waiver of this mandatory subcontracting requirement for good cause by submitting the appropriate form(s) and documentation at the time as required in the solicitation. Under no circumstances shall a waiver of a mandatory subcontracting requirement be granted without submission of adequate documentation of good faith efforts by the respondent and careful review by the SDOP. The SDOP shall base its determination on a waiver request on criteria such as, but not limited to:

viii. Whether the requestor of the waiver has made good faith efforts to subcontract with qualified and available MBE/WBEs;

ix. Whether subcontracting would be inappropriate and/or not provide a "commercially useful function" under the scope of the contract; and

x. Whether there are no certified MBE/WBE firms that are qualified and available to provide the goods or services required.

In the absence of a waiver granted by the SDOP, failure of a prime contractor to commit as required in the competitive solicitation to satisfying the MBE/WBE subcontracting goal, shall render its response non-responsive. Provided, however, that on any prime contract valued under $10 million, if the prime contractor is a certified MBE/WBE firm, then the prime contractor is allowed to self-perform up to the entire MBE/WBE subcontracting goal amount with its own forces. To the extent that the certified MBE/WBE prime contractor does not self-perform a portion of the MBE/WBE subcontracting goal, it shall be responsible for complying with all other requirements of this API for that portion of work that is subcontracted. This self-performance option for certified M/WBE prime contractors may be suspended at the discretion of the Director of the Procurement & Warehousing Services or designee in the event it determines that the adverse cumulative effect of the use of this self-performance option upon subcontractor opportunities is too great.

In the absence of a waiver granted by the SDOP, or the self-performance of a portion or all of the MBE/WBE subcontracting goal by a certified MBE/WBE prime contractor, the failure of a prime contractor to attain a subcontracting goal for MBE/WBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with ~~the~~ SBBC, and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract with ~~the~~ SBBC, or by law.

With the exception of certified MBE/WBE prime contractors that are self-~~-~~performing a portion or all of a subcontracting goal, in the absence of a waiver granted by the SDOP, failure of a prime contractor to attain a subcontracting goal for MBE/WBE participation in the performance of its contract shall be considered a material breach of contract, shall be grounds for termination of that contract with ~~the~~ SBBC, and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, the terms of its contract with ~~the~~ SBBC, or by law.

A prime contractor is required to notify and obtain prior written approval from the SDOP in advance of any reduction in subcontract scope, unless such reduction in scope is the direct and immediate result of a School District-~~-~~mandated change order or contract amendment, or ~~the~~ SBBC has mandated the de-certification, suspension, graduation, or termination of a designated MBE/WBE subcontractor. However, under such circumstances, the prime

contractor shall undertake good faith efforts to replace the de-certified, suspended, graduated, or terminated M/WBE subcontractor(s) with one or more other certified MBE/WBE subcontractor(s) and shall submit a waiver request to the SDOP in the event such good faith efforts are unsuccessful.

Upon award of the prime contract to a respondent, the prime contractor shall be required to submit accurate progress payment information with each invoice regarding each of its subcontractors, including MBE/WBE subcontractors. The originating department shall audit the reported payments to MBE/WBE and non-MBE/WBE subcontractor to ensure that the prime contractors' reported subcontract participation is accurate. Absent a waiver from the SDOP, a prime contractor's failure to reach the required level of MBE/WBE subcontracting shall be considered a material breach of contract. SBBC contracts with prime contractors shall include clauses requiring prime contractors to pay subcontractors in compliance with Florida prompt payment laws (the "Prompt Payment Act"), and such clauses shall mandate that in the event of prime contractor non-compliance regarding such payments, the prime contractor shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract with ~~the~~ SBBC, or by law.

~~c.~~d. Voluntary MBE/WBE Distributorship Development Program

Under this Program element, where there is low availability of MBE/WBE distributorships that are able to sell particular ~~commodities~~goods to the SBBC, the GSC may apply incentives to encourage manufacturers to establish authorized dealerships or distributorships with MBE/WBE suppliers of their products on a non-discriminatory basis. Such incentives may include two (2) or three (3) additional option years in supply contracts that may be exercised by ~~the~~ SBBC when the manufacturer sells its products through

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Right: 0.08"

its authorized MBE/WBE distributorship and demonstrates that its distributorship with that MBE/WBE vendor is established and operated in a ~~non- discriminatory~~non-discriminatory fashion as compared to its other distributorships. When this API is applied by the GSC to a ~~commodities~~goods program solicitation, the SDOP shall review the distributorship agreements of the selected manufacturer that accepts the incentives as part of its bid to ensure that the terms of the designated authorized MBE/WBE's distributorship agreement are similar to that of non- MBE/WBE distributors for that manufacturer. Specifically, as a condition of the application of the incentives under this API, the SDOP will review relevant documentation to determine whether the MBE/WBE distributor is in no way more limited in geographic territory, credit terms, marketing support, public and private sector customer allocations and access, pricing, rebates, volume discounts, etc. as compared to the terms of similar non-MBE/WBE distributorship agreements for that manufacturer. The SDOP will also determine whether the MBE/WBE distributorship is performing a commercially useful function on behalf of the SBBC prior to exercising each additional option year under the contract. An additional incentive that may be provided by the GSC to the manufacturer and MBE/WBE distributorship under this API is accelerated payment terms of invoices for payment from the SBBC within fifteen (15) calendar days of receipt of goods and invoices.

7. Race-Neutral Other ~~Contractual~~ Services Program Elements

a. Direct Contracting for Other ~~Contractual~~ Services

Under this Program element, the GSC may direct the originating department to separate out certain other ~~contractual~~ services categories (e.g., trucking, hauling, surveying, demolition, environmental consulting, testing, and landscaping) that normally would be bundled within much larger construction contracts or architecture~~al~~ and engineering design contracts, and issue separate bid solicitations to permit ~~the~~ SBBC to directly award contracts for those specialty or non-license services. This API is intended to expand opportunities for such E/S/M/V/WBE firms to gain experience as prime vendors and prime contractors.

b. EBE/SBE/VBE Vendor Rotation

Under this Program element, the GSC may use vendor rotation of a ~~pre- qualified~~pre-qualified panel of certified EBE/SBE/VBE other ~~contractual~~ services vendors for smaller SBBC contracts valued at less than $50,000. Work tasks are rotated among this pre-qualified panel of EBE/SBE/VBE other ~~contractual~~ services vendors. The

order of the vendor rotation is periodically adjusted by the SDOP or designee to account for ranking from the lowest dollar volume of work tasks assigned to the highest dollar volume of work tasks assigned to each EBE/SBE/VBE vendor that is listed on the pre-qualified panel of vendors.

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Participation on vendor rotation panel is contingent on vendor having no negative history of unsatisfactory performance on prior SBBC contracts.

c. EBE/SBE/VBE Evaluation Preference for Prime Bidders

Under this Program element, on "Best Value" contract solicitations where low price is not the only factor considered in contract award, the GSC may reserve from fifteen percent up to a maximum of twenty percent (15%- 20%) of the total available evaluation points for award to those prime bidders or respondents that are certified as EBE/SBE/VBEs. Out of those fifteen to twenty percent (15%-20%) of the total evaluation preference points, the GSC may limit EBE/SBE/VBE bidders that have prior experience performing work on behalf of SBBC to half of the evaluation preference points seven and a half to ten percent (7.5%-10%) out of the total fifteen to twenty percent (15%-20%) evaluation preference points that are reserved for EBE/SBE/VBE firms. EBE/SBE/VBEs that have never before received SBBC work may be eligible for the entire fifteen to twenty percent (15%-20%) of the reserved EBE/SBE/VBE evaluation preference points. Alternatively, the GSC may, at its discretion, reserve all of the fifteen to twenty percent (15%-20%) of evaluation preference points for those EBE/SBE/VBE firms that have never previously performed any other ~~contractual~~ services work on behalf of ~~the~~ SBBC.

8. Race-Conscious Other ~~Contractual~~ Services Program Elements

The GSC shall consider establishment of an overall MBE/WBE annual Aspirational Goal in accordance with subsection "a" below and, in addition, shall review each prospective SBBC ~~other contractual services~~other services formal solicitation in advance of its public release and advertisement, and shall make a determination whether to apply any of the other race-conscious APIs to those ~~other contractual services~~other services solicitations and resultant contracts based upon the following criteria:

i. Whether the most recent data on MBE/WBE utilization in the absence of race-conscious APIs indicate that ~~other contractual services~~other services contracts of this type have exhibited significant disparities in the utilization of MBE/WBE subcontractors and/or MBE/WBE prime contractors;

ii. Whether race- and/or gender-neutral remedies alone are likely to fully eliminate any such disparities in the utilization of MBE/WBE subcontractors and/or MBE/WBE prime contractors based upon past contract award and payment

Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial

data;

iii. Whether a particular API is the least burdensome available remedy to non-MBE/WBE respondents that is ~~narrowly-tailored~~narrowly tailored and that can effectively eliminate the disparities in the utilization of M/WBEs in ~~other contractual services~~other services contracts; and

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

iv. Whether the particular API is appropriate for the specific type of ~~other contractual services~~other services contract being procured. Whenever the GSC uses its discretion to apply any of the following race- conscious APIs to ~~other contractual services~~other services solicitations, it shall provide an explanation in the solicitation documents of its reasons for doing so based upon its determinations pursuant to these criteria. In making such determinations, the GSC may also take into consideration the experiences of other jurisdictions within the School District's relevant marketplace for ~~other contractual services~~other services.

a. MBE/WBE Annual Aspirational Goals

For each fiscal year, the GSC may establish a non-mandatory annual aspirational percentage goal for overall MBE/WBE prime participation on SBBC ~~other contractual services~~other services contracts.

This annual Aspirational Goal for MBE/WBE participation in SBBC ~~other contractual services~~other services contracts has initially been established at forty-five (45%) MBE contract participation (22% - African American, 1% Asian American, 21% Hispanic American, and 1% Native American) ~~forty-one percent (41%) MBE prime~~ contract participation and ten ~~twenty-three~~ percent (10~~23~~%) WBE ~~prime~~ contract participation based upon the industry availability estimates in accordance with the District's 2023~~2015~~ ~~KIN~~KIR Disparity Study Update findings.

This annual Aspirational Goal is to be reviewed on an annual basis for potential adjustment by the GSC based upon the School District's relative MBE/WBE availability data to be collected by ~~the~~ SBBC through its CBR system once established for at least one (1) year and the School District's utilization of MBE/WBEs.

Annual Aspirational Goals are not to be routinely applied to individual solicitations but are intended to serve as a benchmark against which to measure the overall effectiveness of the SDOP policy on an annual basis and to gauge the need for future adjustments to the mix and aggressiveness of race-conscious and race-neutral remedies and APIs being applied pursuant to this Policy.

MBE/WBE annual Aspirational Goals may be stated only in those SBBC solicitations that do not contain contract-specific E/S/M/WBE goals, and when provided, shall be advisory only, and must also be accompanied by the full definition of the term as stated in this Policy.

Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, Strikethrough
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial

b. MBE/WBE Vendor Rotation

Under this Program element, the GSC may use vendor rotation of a ~~pre- qualified~~pre-qualified panel of certified MBE/WBE ~~other contractual services~~other services vendors for smaller SBBC contracts valued at less than $50,000. Work tasks are rotated among this pre-qualified panel of MBE/WBE ~~other contractual services~~other services vendors. The order of the vendor rotation is periodically adjusted

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

by the SDOP or designee to account for ranking from the lowest dollar volume of work tasks assigned to the highest dollar volume of work tasks assigned to each EBE/SBE/VBEBE vendor that is listed on the pre-qualified panel of vendors. Participation on vendor rotation panel is contingent on vendor having no negative history of unsatisfactory performance on prior SBBC contracts.

c. MBE/WBE Evaluation Preference for Prime Bidders

Under this Program element, on "Best Value" contract solicitations where low price is not the only factor considered in contract award (i.e., Request for Proposal), the GSC may reserve from fifteen points ~~percent~~ up to a maximum of twenty points~~percent~~ (15~~5%~~- 20~~%~~) of the total available evaluation points for award to those prime bidders or respondents that are certified as MBE/WBEs. Out of those fifteen to twenty points~~percent~~ (15~~%~~-20~~%~~) of the total evaluation preference points, the GSC may limit MBE/WBE bidders that have prior experience performing work on behalf of SBBC to half of the evaluation preference points seven and a half to ten points~~percent~~ (7.5~~%~~-10~~%~~) out of the total fifteen to twenty points~~percent~~ (15~~%~~-20~~%~~) evaluation preference points that are reserved for MBE/WBE firms. MBE/WBEs that have never before received SBBC work may be eligible for the entire fifteen to twenty points~~percent~~ (15~~%~~-20~~%~~) of the reserved MBE/WBE evaluation preference points. Alternatively, the GSC may, at its discretion, reserve all of the fifteen to twenty ~~percent~~ points(15~~%~~- 20~~%~~) of evaluation preference points for those MBE/WBE firms that have never previously performed any ~~other contractual services~~other services work on behalf of ~~the~~ SBBC.

9. Race-Neutral Architecture~~al~~ & Engineering Program Elements

The Goal Setting Committee (GSC) shall consider the application of one or more of the following race-neutral Affirmative Procurement Initiatives for each SBBC Architecture~~al~~ & Engineering solicitation:

a. Emerging/Small Business Enterprise Vendor Rotation

Under this Program element, the GSC may use vendor rotation of a pre-qualified panel of certified EBE/SBE Architecture~~al~~ & Engineering firms for smaller SBBC contracts valued at less than $50,000. Work tasks are rotated among this pre-qualified panel of EBE/SBE Architecture~~al~~ & Engineering firms. The order of the vendor rotation is periodically adjusted by the EDDC Department or designee to account for ranking from the lowest dollar volume of work tasks assigned to the highest dollar

Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial

volume of work tasks assigned to each SBE vendor that is listed on the pre-qualified panel of vendors. Participation on vendor rotation panel is contingent on vendor having no negative history of unsatisfactory performance on prior SBBC contracts.

b. Evaluation Preference for EBE/SBE Prime Bidders

Under this Program element, on "Best Value" contract solicitations where low price is not the only factor considered in contract award, the GSC may reserve from fifteen percent up to a maximum of twenty percent (15%- 20%) of the total available evaluation points for award to those prime bidders or respondents that are certified as EBE/SBE s. Out of those fifteen to twenty percent (15%-20%) of the total evaluation preference points, the GSC may limit EBE/SBE bidders that have prior experience performing work on behalf of SBBC to half of the evaluation preference points seven and a half to ten percent (7.5%-10%) out of the total fifteen to twenty percent (15%-20%) evaluation preference points that are reserved for EBE/SBE firms.

EBE/SBEs that have never before received SBBC work may be eligible for the entire fifteen to twenty percent (15%-20%) of reserved EBE/SBE evaluation preference points. Alternatively, the GSC may, at its discretion, reserve all of the fifteen to twenty percent (15%-20%) of evaluation preference points for those EBE/SBE firms that have never previously performed any ~~A~~architecture~~al~~ & ~~E~~engineering services work on behalf of ~~the~~ SBBC.

c. Evaluation Panel Diversity

Under this Program element, on "Best Value" contract solicitations where low price is not the only factor considered in contract awards, the Officer, EDDC may appoint a voting representative to serve on the evaluation panel to ensure that scoring is fair and to guard against inherent bias against non-incumbent firms and Emerging/Small/Minority/Veteran/Women Business Enterprise firms.

d. EBE/SBE Reserve of Contracts Up to $50,000

Under this Program element, the GSC may reserve some smaller professional services contracts valued at less than $50,000 for competition solely among EBE/SBE ~~A~~architecture~~al~~ & ~~E~~engineering firms. The GSC shall determine whether there are at least three (3) qualified EBE/SBE firms that are available to compete for the work prior to applying this API.

e. EBE/SBE Subcontracting Goals Program

Under this Program element, the GSC may, at its discretion, and on a contract-by-contract basis, require that a predetermined percentage of a specific contract, up to forty percent (40%), be subcontracted to eligible EBE/SBEs. Factors to be considered by the GSC in making this determination shall include the relative availability of EBE/SBE firms to perform commercially useful functions on the specific contract.

A prospective respondent, to a School District competitive solicitation for which price and scope are defined, shall submit at the time as required in the competitive solicitation such documentation as required by ~~the~~ SBBC that provides:

i. The name(s) of the EBE/SBE subcontractor(s) it intends to use on the project;

ii. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each EBE/SBE;

iii. A description of the work that each EBE/SBE subcontractor shall perform; and

iv. Documentation confirming the subcontractor's commitment to perform the work at the stated price.

A prospective respondent on a School District competitive solicitation for which respondents are not initially evaluated based on price or for which the project scope is not predefined, shall submit as required in the competitive solicitation such documentation as required by ~~the~~ SBBC to affirm its intent to meet the subcontracting requirements indicated in the solicitation. Failure of a respondent to commit as required in the competitive solicitation to satisfying the EBE/SBE subcontracting goal, shall render its response non-responsive.

During the price proposal negotiation phase, respondents shall be required to submit:

v. Subcontractor(s) it intends to use on the project;

vi. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each EBE/SBE;

vii. A description of the work that each EBE/SBE subcontractor shall perform; and

viii. Documentation confirming the subcontractor's commitment to perform the work at the stated price.

A respondent may request a full or partial waiver of this mandatory subcontracting requirement for good cause by submitting the appropriate form(s) and documentation at the time as required in the competitive solicitation. Under no circumstances shall a waiver of a mandatory subcontracting requirement be granted without submission of adequate documentation of good faith efforts by the respondent and careful review by the SDOP. The SDOP shall base its determination of a waiver request on criteria such as, but not limited to:

ix. Whether the requestor of the waiver has made good faith efforts to subcontract with qualified and available EBE/SBEs;

x. Whether subcontracting would be inappropriate and/or not provide a "commercially useful function" under the scope of the contract; and

xi. Whether there are no certified EBE/SBE firms that are qualified and available to provide the goods or services required.

In the absence of a waiver granted by the SDOP, failure of a prime contractor to commit as required in the solicitation to satisfying the EBE/SBE subcontracting goal, shall render its response non-responsive. Provided, however, that on any prime contract valued

under $10 million, if the prime contractor is a certified EBE/SBE firm, then the prime contractor is allowed to self-perform up to the entire EBE/SBE subcontracting goal amount with its own forces. To the extent that the certified EBE/SBE prime contractor does not self-perform a portion of the EBE/SBE subcontracting goal, it shall be responsible for complying with all other requirements of this API for that portion of

work that is subcontracted. This self-performance option for certified EBE/SBE prime contractors may be suspended at the discretion of the Director of Procurement & Warehousing Services or designee in the event it determines that the adverse cumulative effect of the use of this self-~~-~~performance option upon subcontractor opportunities is too great.

In the absence of a waiver granted by the SDOP or the self-performance of a portion or all of the EBE/SBE subcontracting goal by a certified EBE/SBE prime contractor, the failure of a prime contractor to attain a subcontracting goal for EBE/SBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with ~~the~~ SBBC, and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract terms with ~~the~~ SBBC, or by law.

A prime contractor is required to notify and obtain prior written approval from the SDOP in advance of any reduction in subcontract scope, unless such reduction in scope is the direct and immediate result of a District-~~-~~mandated change order or contract amendment, or ~~the~~ SBBC has mandated the de-certification, suspension, graduation, or termination of a designated EBE/SBE subcontractor. However, under such circumstances, the prime contractor shall undertake good faith efforts to replace the de-certified, suspended, graduated, or terminated EBE/SBE with one (1) or more other certified EBE/SBE subcontractors and shall submit a waiver request to the SDOP in the event such good faith efforts are unsuccessful.

Upon award of the prime contract to a respondent, the prime contractor shall be required to submit accurate progress payment information with each invoice regarding each of its subcontractors, including EBE/SBE subcontractors. The originating department shall audit the reported payments to EBE/SBE and non-EBE/SBE subcontractors to ensure that the prime contractor's reported subcontract participation is accurate. SBBC contracts with prime contractors shall include clauses requiring prime contractors to pay subcontractors in compliance with Florida prompt payment laws, and such clauses shall mandate that in the event of a prime contractor's non- compliance regarding such payments, the prime contractor shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract terms with ~~the~~ SBBC, or by law.

10.Race-Conscious Architecture~~al~~ & Engineering Program Elements

The GSC shall consider establishment of an overall MBE/WBE annual Aspirational Goal in accordance with subsection "a" below and, in addition, shall review each prospective SBBC ~~A~~architecture~~al~~ & ~~E~~engineering formal solicitation in advance of its public release and advertisement, and shall make a determination whether to apply any of the other race-conscious APIs to ~~those Aarchitectur~~those architecture~~al~~ & ~~E~~engineering solicitations and resultant contracts based upon the following criteria:

v. Whether the most recent data on MBE/WBE utilization in the absence of race-conscious APIs indicate that professional services contracts of this type have exhibited significant disparities in the utilization of MBE/WBE subcontractors and/or MBE/WBE prime contractors;

vi. Whether race- and/or gender-neutral remedies alone are likely to fully eliminate any such disparities in the utilization of MBE/WBE subcontractors and/or MBE/WBE prime contractors based upon past contract award and payment data;

vii. Whether a particular API is the least burdensome available remedy to non-MBE/WBE respondents that is narrowly tailored and that can effectively eliminate the disparities in the utilization of MBE/WBEs in ~~A~~architecture~~al~~ & ~~E~~engineering contracts; and

viii. Whether the particular API is appropriate for the specific type of ~~A~~architecture~~al~~ & ~~E~~engineering contract being procured. Whenever the GSC uses its discretion to apply any of the following race-conscious APIs to ~~A~~architecture~~al~~ & ~~E~~engineering competitive solicitations, it shall provide an explanation in the competitive solicitation documents of its reasons for doing so based upon its determinations pursuant to these criteria. In making such determinations, the GSC may also take into consideration the experiences of other jurisdictions within the District's relevant marketplace for ~~A~~architecture~~al~~ & e~~E~~ngineering services.

a. MBE/WBE Annual Aspirational Goals

For each fiscal year, the GSC may establish a non-mandatory annual aspirational percentage goal for overall MBE/WBE prime and subcontract participation on SBBC ~~A~~architecture~~al~~ & ~~E~~engineering contracts.

This annual Aspirational Goal for MBE/WBE participation in SBBC ~~A~~architecture~~al~~ & ~~E~~engineering contracts has initially been established at thirty-eight~~six~~ percent (3~~6~~8%) MBE contract participation (2~~5~~% - African American, ~~22~~5% Asian American, 31% Hispanic American) MBE contract participation and twenty~~-nine~~ percent (2~~9~~0%) WBE contract participation based upon the industry availability estimates in accordance with the School District's 2023 ~~KIN~~KIR Disparity Study Update findings.

This annual Aspirational Goal is to be reviewed on an annual basis for potential adjustment by the GSC based upon the School District's relative MBE/WBE availability data to be collected by ~~the~~ SBBC through its CBR system once established for at least one (1) year

and the utilization of MBE/WBEs.

Annual Aspirational Goals are not to be routinely applied to individual solicitations but are intended to serve as a benchmark against which to measure the overall effectiveness of the SDOP policy on an annual basis and to gauge the need for future adjustments to the mix and aggressiveness of race-conscious and race-neutral remedies and APIs being applied pursuant to this Policy.

MBE/WBE annual Aspirational Goals may be stated only in those SBBC solicitations that do not contain contract-specific E/S/M/V/WBE goals, and when provided, shall be advisory only, and must also be accompanied by the full definition of the term as stated in this Policy.

b. MBE/WBE Evaluation Preference for "Best Value" RFPs

Under this Program element, the GSC may establish an MBE/WBE prime contractor capacity-building initiative to enhance long-term competition and to provide ~~the~~ SBBC with its "Best Value" on ~~A~~architecture~~al~~ & ~~E~~engineering contracts in accordance with Florida law. The GSC may reserve from fifteen percent up to a maximum of twenty percent (15%-20%) of the total available evaluation points for award to a respondent that is a certified MBE/WBE firm. Out of those fifteen to twenty percent (15%-20%) of the total evaluation preference points, the GSC may limit MBE/WBE bidders that have prior experience performing work on behalf of SBBC to half of the evaluation preference points seven and a half to ten percent (7.5%-10%) out of the total fifteen to twenty percent (15%-20%) evaluation preference points that are reserved for MBE/WBE firms. MBE/WBEs that have never before received SBBC work, may be eligible for the entire fifteen to twenty percent (15%-20%) of reserved MBE/WBE evaluation preference points. Alternatively, the GSC may, at its discretion, reserve all of the fifteen to twenty percent (15%-20%) of evaluation preference points for those M/WBE firms that have never previously performed any ~~A~~architecture~~al~~ & ~~E~~engineering work on behalf of ~~the~~ SBBC. An MBE/WBE prime contractor that is awarded a prime contract under this program element may not subcontract more than forty-nine percent (49%) of the contract value to a non-MBE/WBE firm. In determining whether the MBE/WBE Evaluation Preference for "Best Value" RFPs should be applied to a particular contract, the GSC shall consider: a) the relative availability of MBE/WBEs, with a preference for at least three (3) MBE/WBEs that are likely to bid as a prime contractor for the contract; and b) the degree of underutilization of the MBE/WBEs in the specific industry categories.

c. MBE/WBE Subcontracting Program for Architecture~~al~~ & Engineering

Under this Program element, the GSC may, on a contract-by-contract basis, at its discretion, require that a predetermined percentage of a specific Architecture~~al~~ & Engineering contract, up to forty percent (40%) be subcontracted to eligible MBE/WBEs. Factors to be considered by the GSC in making this determination shall include the relative availability of MBE/WBE firms to perform commercially useful functions on the specific contract.

A prospective respondent on a School District competitive solicitation, for which price and scope are defined, shall submit at the time as required in the competitive solicitation such documentation as required by ~~the~~ SBBC that provides:

i. The name(s) of the MBE/WBE subcontractor(s) it intends to use on the project;

ii. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each MBE/WBE;

iii. A description of the work that each MBE/WBE subcontractor shall perform; and

iv. Documentation confirming the subcontractor's commitment to perform the work at that price.

A prospective respondent to a School District competitive solicitation, for which respondents are not initially evaluated based on price or for which project scope is not predefined, shall submit at the time as required in the competitive solicitation such documentation as required by ~~the~~ SBBC to affirm its intent to meet the subcontracting requirements indicated in the solicitation. In the absence of a waiver granted by the SDOP, failure of a respondent to commit as required in the solicitation to satisfying the MBE/WBE subcontracting goal shall render its response non-responsive.

During the price proposal negotiation phase, respondents shall be required to submit:

v. The name(s) of the MBE/WBE subcontractor(s) it intends to use on the project;

vi. The percentage of prime contract dollars and the absolute dollar value of subcontracting services to be provided by each MBE/WBE; and

vii. A description of the work that each MBE/WBE subcontractor shall perform.

A respondent may request a full or partial waiver of this mandatory subcontracting requirement for good cause by submitting the appropriate form(s) and documentation at the time as required in the solicitation. Under no circumstances shall a waiver of a mandatory subcontracting requirement be granted without submission of adequate documentation of good faith efforts by the respondent and careful review by the SDOP. The SDOP shall base its determination on a waiver request on criteria such as, but not limited to:

viii. Whether the requestor of the waiver has made good faith efforts to subcontract with qualified and available MBE/WBEs;

ix. Whether subcontracting would be inappropriate and/or not

provide a "commercially useful function" under the scope of the contract; and

x. Whether there are no certified MBE/WBE firms that are qualified and available to provide the goods or services required.

In the absence of a waiver granted by the SDOP, failure of a prime contractor to commit as required in the solicitation to satisfying the MBE/WBE subcontracting goal, shall render its response non-responsive. Provided, however, that on any prime contract valued under $10 million, if the prime contractor is a certified MBE/WBE firm, then the prime contractor is allowed to self-perform up to the entire MBE/WBE subcontracting goal amount with its own forces. To the extent that the certified MBE/WBE prime contractor does not self-perform a portion of the MBE/WBE subcontracting goal, it shall be responsible for complying with all other requirements of this API for that portion of work that is subcontracted. This self- performance option for certified M/WBE prime contractors may be suspended at the discretion of the Director of the Procurement & Warehousing Services or designee in the event it determines that the adverse cumulative effect of the use of this self-performance option upon subcontractor opportunities is too great.

In the absence of a waiver granted by the SDOP, or the self-performance of a portion or all of the MBE/WBE subcontracting goal by a certified MBE/WBE prime contractor, the failure of a prime contractor to attain a subcontracting goal for MBE/WBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with ~~the~~ SBBC, and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract with ~~the~~ SBBC, or by law.

With the exception of certified MBE/WBE prime contractors that are self-~~-~~performing a portion or all of a subcontracting goal, in the absence of a waiver granted by the SDOP, failure of a prime contractor to attain a subcontracting goal for MBE/WBE participation in the performance of its contract shall be considered a material breach of contract, shall be grounds for termination of that contract with ~~the~~ SBBC, and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, the terms of its contract with ~~the~~ SBBC, or by law.

A prime contractor is required to notify and obtain prior written approval from the SDOP in advance of any reduction in subcontract scope, unless such reduction in scope is the direct and immediate result of a District-~~-~~mandated change order or contract amendment, or ~~the~~ SBBC has mandated the de-certification, suspension, graduation, or termination of a designated MBE/WBE subcontractor. However, under such circumstances, the prime contractor shall

undertake good faith efforts to replace the de-certified, suspended, graduated, or terminated M/WBE subcontractor(s) with one or more other certified MBE/WBE subcontractor(s) and shall submit a waiver request to the SDOP in the event such good faith efforts are unsuccessful.

Upon award of the prime contract to a respondent, the prime contractor shall be required to submit accurate progress payment information with each invoice regarding each of its subcontractors, including MBE/WBE subcontractors. The originating department shall audit the reported payments to MBE/WBE and non-MBE/WBE subcontractor to ensure that the prime contractors' reported subcontract participation is accurate. Absent a waiver from the SDOP, a prime contractor's failure to reach the required level of MBE/WBE subcontracting shall be considered a material breach of contract. SBBC contracts with prime contractors shall include clauses requiring prime contractors to pay subcontractors in compliance with Florida prompt payment laws (the "Prompt Payment Act"), and such clauses shall mandate that in the event of prime contractor non-compliance regarding such payments, the prime contractor shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract with ~~the~~ SBBC, or by law.

d. MBE/WBE Vendor Rotation

Under this Program element, the GSC may use vendor rotation of a pre- qualified panel of certified MBE/WBE architecture~~al~~ & engineering firms for smaller SBBC contracts valued at less than $50,000. Work tasks are rotated among this pre-qualified panel of MBE/WBE professional services firms. The order of the vendor rotation is periodically adjusted by the SDOP or designee to account for ranking from the lowest dollar volume of work tasks assigned to the highest dollar volume of work tasks assigned to each MBE/WBE vendor that is listed on the pre-qualified panel of vendors. Participation on vendor rotation panel is contingent on vendor having no negative history of unsatisfactory performance on prior SBBC contracts.

F. Periodic Review and Factual Predicate

~~Beginning no later than December 31, 2020, five (5) years after the District's adoption of the 2015 2023 Disparity Study, and every five (5) year interval thereafter,~~ ~~the~~ ~~The~~ SBBC shall issue a Request for Proposals to undertake a comprehensive update of the full disparity study when deemed necessary, by the Superintendent or ~~the Board~~SBBC. ~~–~~The existing Policy shall remain in effect through the complete~~–~~, SBBC review of the Disparity Study update and implementation of the Policy. U~~, and u~~pon completion of each disparity study update, present disparity study results to ~~the~~ SBBC, and following SBBC review and a public

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, Not Expanded by / Condensed by

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, Not Expanded by / Condensed by

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, Not Expanded by / Condensed by

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, Not Expanded by / Condensed by

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial, Strikethrough

Formatted: Strikethrough

Formatted: Font: (Default) Arial, Strikethrough

Formatted: Font: (Default) Arial

comment period regarding those study findings and recommendations, the SBBC shall consider any proposed modifications to, or sunset of, this Policy. As part of this review process, the Superintendent or designee shall make, or recommend to ~~the~~ SBBC, as appropriate, modifications to the procedures or substantive provisions of this Policy, and submit any necessary draft amendments to policies and procedures to ~~the School Board~~SBBC for adoption as appropriate to effectuate the continuation, modification, or termination of the SDOP's EBE, MBE, SBE, VBE and ~~M/~~WBE program elements.

G. SDOP Policy Review, Modification, and Sunset

~~Beginning no later than December 31, 2020, five (5) years after the District's adoption of the 2015 2023 Disparity Study, (and every five (5) year interval thereafter),~~ T~~t~~he SBBC shall issue a Request for Proposals to undertake a comprehensive update of the full disparity study when deemed necessary by the Superintendent and ~~the Board~~SBBC, and upon completion of each disparity study update, present disparity

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial, Strikethrough

Formatted: Strikethrough

Formatted: Font: (Default) Arial, Strikethrough

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

study results to ~~the~~ SBBC, and following SBBC review and a public comment period regarding those study findings and recommendations, ~~the~~ SBBC shall consider any proposed modifications to, or sunset of, this Policy. As part of this review process, the Superintendent or designee shall make or recommend to ~~the~~ SBBC as appropriate, modifications to the procedures or substantive provisions of this Policy and submit any necessary draft amendments to policies and procedures to ~~the School Board~~ SBBC for adoption as appropriate to effectuate the continuation, modification, or termination of the SDOP's EBE, SBE, MBE, VBE, and ~~M/~~WBE program elements. The ~~existing Policy~~existing Policy shall remain in effect through the completion and SBBC review of the Disparity Study update. Absent ~~-~~SBBC implementation approval~~an extension~~, in the sunset date for this amended SDOP policy by ~~the School Board~~SBBC, the provisions of this Policy shall be void and may not be enforced after December 31, 2028~~2~~.

H. Severability Clause

If any section, paragraph, sentence, clause, phrase, or word of this SDOP policy, or the application thereof, to any person or circumstance is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, invalid, or void, such holding shall not affect the remainder of this Policy or the application of any other provisions of this Policy which can be given effect without the invalid provision or application, and to this end, all the provisions of this Policy are hereby declared to be severable.

~~LEGAL AUTHORITY:~~
~~F.S.1001.41 ADOPTED:~~
~~01/18/17~~
~~AMENDED: 04/21/2020~~

Policy Custodian: Economic Development & Diversity Compliance (EDDC)

Authority: Sections 120.52(6), 120.54, 120.81(1)(a), 1001.41(1) and (2), and 1001.42(29), Florida Statutes.

History: Adopted/Amended: 91/18/17; Amended 04/21/2020; Amended 01/23/2024.

Policy Status [Active/Inactive]: Active

Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Indent: Left: 0.82", Right: 0.08", Space Before: 0 pt
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, Strikethrough
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial
Formatted: Font: 8 pt
Formatted: Font: (Default) Arial, 8 pt, Condensed by 0.1 pt
Formatted: Indent: Left: 0"

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	PP. Policies
DEPARTMENT:	Food and Nutrition Services

Agenda Item Number:	PP-2.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **School Board Policy 6830: Wellness**

REQUESTED ACTION: **Approve amendments to Policy 5314 Wellness, replaced by Policy 6830 Wellness. District-wide**

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Policy 6830 Clean
- Policy 6830 Redline

FINANCIAL IMPACT:

No Financial Impact

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Wellness Support **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Judith M. Marte	Phone:	754-321-2611
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Judith M. Marte, Deputy Superintendent, Finance & Operations

Signature

Judith M. Marte, Deputy Superintendent, Finance & Operations

Electronic Signature

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

Form $4189 Revised 7/23

PBL/VSW

For more information, please contact:

Name: Mary B. Mulder
Title: Executive Director
Phone: 754-321-0215

EXECUTIVE SUMMARY

Policy 6830: Wellness Policy
Formerly Policy 5314

Board Meeting Date: January 23, 2024

Requested Action
Approve amendments to Policy 5314 Wellness, replaced by Policy 6830 Wellness.

Impact if the Board voted "yes" or "no"?

If Yes: The updated policy 6830 will replace existing Policy 5314 which reflects current language of United States Department of Agriculture Policy (USDA) Florida Statutes, Florida State Board of Education Administrative Rules, Board Policy, Rules Regulations and Guidelines as well as Broward Health Department Sanitation Rules.

If No: The previous policy 5314 will remain active and out of compliance with USDA Florida Statutes.

Background/History
Policy 5314 was originally adopted on July 25, 2006.

This Policy Revision was presented at the Rule Development Workshop on December 5, 2023.

Alignment to 2027 Goals and Guardrails
This item aligns with student-focused outcomes through Guardrails 5) Wellness Support.

Measurable Outcome(s)/Return on Investment
The District supports a healthy environment where children learn and facilitate learning through the support of good nutrition, healthy food choices available at school, physical activity and health practices, school contributes to the basic health status of children.

Financial Impact
There is no additional financial impact to the District.

6830

WELLNESS

THE SCHOOL BOARD OF BROWARD COUNTY PROMOTES HEALTHY SCHOOLS BY SUPPORTING WELLNESS, GOOD NUTRITION, AND REGULAR PHYSICAL ACTIVITY AS PART OF THE LEARNING ENVIRONMENT. THE DISTRICT SUPPORTS A HEALTHY ENVIRONMENT WHERE CHILDREN LEARN AND PARTICIPATE IN POSITIVE DIETARY AND LIFESTYLE PRACTICES. BY FACILITATING LEARNING THROUGH THE SUPPORT OF GOOD NUTRITION, HEALTHY FOOD CHOICES AVAILABLE AT SCHOOL, PHYSICAL ACTIVITY AND HEALTH PRACTICES, SCHOOLS CONTRIBUTE TO THE BASIC HEALTH STATUS OF CHILDREN.

THE BROWARD COUNTY SCHOOL WELLNESS AND LEARNING SUPPORTS COMMITTEE DETERMINES AND MONITORS ALL WELLNESS INITIATIVES OF THE SCHOOL BOARD OF BROWARD COUNTY, INCLUDING OBESITY PREVENTION. THE BROWARD SCHOOL BOARD WELLNESS AND LEARNING SUPPORTS COMMITTEE WILL RECOMMEND AND MONITOR OBJECTIVES FOR THE WELLNESS POLICY.

GOALS

1. HEALTH AND NUTRITION EDUCATION

a. School programs offer students in pre-kindergarten through grade 12 comprehensive sequential health and nutrition education curriculum providing the knowledge needed to adopt healthy lifestyles and reduce high risk behaviors for all students as specified in Policy 4000. Schools will include the following essential nutrition education topics in their health education curriculum: the relationship between healthy eating and personal health, food guidance from MyPlate, eating a variety of foods every day, and eating more fruits and vegetables.

b. Nutrition education is a component in elementary through high school.

c. Resources and training are available for employees responsible for providing nutrition and health education.

d. The school cafeteria serves as a learning laboratory to teach and practice good nutrition, incorporating nutrition promotions and foods from school gardens to enhance the experience.

e. The District provides nutrition education and encourages healthy eating for families, both within the home and outside. Family members are engaged as a critical part of the team responsible for teaching children about health and nutrition. Nutrition and health information for families is provided in multiple languages on the District's website.

2. PHYSICAL ACTIVITY AND OTHER SCHOOL BASED ACTIVITIES

a. Schools work to provide the opportunity for every student to receive regular, age- appropriate, quality physical education.

b. Schools recommend that students participate in physical activity before, during and after school in accordance with nationally recommended guidelines.

c. All physical education classes will be taught by qualified teachers as defined in the State Statutes, and to the extent possible, by certified physical education teachers, and be designed to build interest and proficiency in skills, knowledge, and attitudes essential to a lifelong physically active lifestyle.

d. Physical education should provide safe and satisfying physical activity for all students including those with varying exceptionalities. Exceptional Student Education strategies for students with varying exceptionalities are noted on the lesson plan and verified by school's administrator.

e. Elementary students will have physical education as defined in Policy 4000.

f. Elementary schools offer at least 20 minutes per day of consecutive, supervised, safe, and unstructured free play (recess) for elementary students on all full school days in addition to required physical education.

g. Schools shall not use participation or non-participation in physical education class or recess (free play) as a way to punish or discipline students.

h. After-school programs shall include supervised, age-appropriate physical activities that appeal to a variety of interests.

i. Schools shall disseminate, in multiple languages, information for parents to help them promote and incorporate physical activity and healthy eating into their children's lives.

3. ALL SCHOOLS WILL HAVE AN ENVIRONMENT THAT SUPPORTS THE CONSUMPTION OF HEALTHY FOODS BY STUDENTS, THEIR FAMILIES AND STAFF WITH THE INTENT OF PROMOTING STUDENT HEALTH AND REDUCING CHILDHOOD OBESITY.

GUIDELINES FOR ALL FOOD SERVED ON CAMPUS

a. Food and beverages offered over the course of the school week as part of the National School Lunch and Breakfast Programs are nutrient dense, including whole grain products and fiber rich fruits, and vegetables to provide students a variety of choices to maintain a balanced diet. Guidelines for a reimbursable meal shall not be less restrictive than regulations and guidance issued by the United States Department of Agriculture (USDA).

1) A variety of nutrient dense foods are offered to students at each meal, always including low fat milks, fruits/vegetables, meat/meat alternates and grains.

2) Food and beverages served during the school day include a variety of healthy choices that are of excellent quality, appealing to the students and served at the proper temperature.

3) Foods and beverages available during the school day should minimize the use of trans fats and saturated fats, sodium and sugar as defined by the Dietary Guidelines for Americans.

4) Salad bars or pre-packaged salads are available, at a minimum of, three (3) times per week.

5) Fresh fruit or vegetables are available every school day.

6) Food and Nutrition Services will encourage whole grain breads and cereals.

7) Food and Nutrition Services offer only milk designated as low fat or lower and makes available nutritionally equivalent soy milk for students upon parent or practitioner request.

8) At a minimum, foods served as part of a school lunch or breakfast will meet the Dietary Guidelines for Americans.

9) A vegan meal option is available daily for students.

10) The District supports healthy food and beverage choices for all students throughout the school campus by implementing evidence-based healthy food promotion techniques through the school meal program, such as Smarter Lunchrooms™.

11) The District will include produce grown in Florida as part of a Farm to School Program.

12) Guidelines will be located on the District's website in multiple languages on how to pack healthy lunches.

13) During the school day, marketing of food products shall be limited to those foods and beverages which meet the Smart Snack

requirements.

b. If a la carte, vending or other food sales are available, they should include a variety of choices of nutritious foods, such as fruits, vegetables, low fat dairy items, and water. All packaged snacks and beverages sold during the school day must meet or exceed USDA Smart Snack requirements. Food and Nutrition Service Administrators participate in assessing the nutritional value of foods available in vending machines and monitoring compliance to Smart Snack rules.

c. Drinking water and hand sanitizing facilities should be conveniently available for students at all times.

d. A list of healthy food and non-food alternatives will be made available to parents and teachers for classroom celebrations and rewards. School Food served in the classrooms will be obtained from approved sources, per Chapter 64E-11 of the *Florida Administrative Code.* The punitive denial of food and the punitive denial of food rewards are prohibited.

e. Schools shall encourage fundraisers that promote positive health habits such as the sale of non-food and nutritious food items as well as fundraising to support physical activity events. All fundraisers held during the school's day must be in compliance with Florida's Competitive Food Rule, 5P-2.002. Off campus fundraising and fundraising after the school day are not restricted by this policy.

f. Food and beverages sold at events must be obtained from approved sources, per Chapter 64E-11 of the *Florida Administrative* Code and reinforce the importance of healthy choices.

g. Snacks and rewards provided in after-care programs will re-enforce the importance of healthy choices. Items available for purchase will comply with Smart Snack requirements.

4. ADDITIONAL DISTRICT – SCHOOL BASED WELLNESS GOALS

a. The District continually coordinates a comprehensive outreach and promotion plan to ensure maximum participation in the school meal program.

b. Schools ensure that students who receive free or reduced-price meals are not treated differently from other students or identified by their peers.

c. Each school in the District serves breakfast and lunch as part of the National School Lunch and Breakfast Programs.

d. The District shall employ a food service executive director who is properly credentialed according to professional standards to administer the school

food service program.

e. All Food and Nutrition Services personnel have adequate pre-training and participate in on-going professional development in the areas of sanitation, school food service essentials, nutrition, and quantity cooking. Food and Nutrition Services Managers receive training regarding food allergies and Cardiopulmonary Resuscitation. Specific guidelines for managing students with life-threatening hypersensitivity (Kelsey Ryan Act) can be found on the District's website under Health Education Services, Chronic Health Conditions.

f. School menus meet the requirements of the USDA for school meals, and over the course of a week meet the nutritional standards recommended by the *Recommended Dietary Allowances* or equivalent. Each meal served meets the guidelines for a USDA reimbursable meal.

g. Food and Nutrition Services ensures that required and effective food safety practices are applied to all foods prepared, sold and served through the Food and Nutrition Services Department.

h. Meals are scheduled as close as possible to the middle of the day. Dining areas should be clean, safe and provide an environment for an enjoyable meal break.

i. The District formally involves families and community organizations to address food and nutrition issues, recommend nutrition policy and programs and school meal options which are culturally sensitive and meet special dietary needs.

j. Coordination of health services will be provided in schools in accordance with the School Health Services Act.

k. All schools will promote positive behavioral health and interventions to affect student well-being and achievement through prevention liaisons and utilization of District and community resources.

l. All schools will provide a learning environment that is physically and psychologically safe and secure for all students and staff through prevention liaisons and utilization of District and community resources.

m. All benefit-eligible Broward County Public School Employees, and their covered dependents, will have access to an on-line Health Risk Assessment, which will provide them the opportunity to create physical and/or biometric goals to encourage a healthier lifestyle.

n. Learning Support Services are coordinated with existing and community stakeholder groups to ensure Learning Support Services are culturally competent and provided through collaboration with community partnerships for the best utilization of resources.

o. All benefit-eligible Broward County Public School Employees will have

access to wellness services such as the 3D mobile mammography van, professional learning seminars on topics related to healthy living, and on-site wellness fairs where health services such as blood pressure, bone density, vision exams, skin screenings, etc. are administered. Employees will also have access to a monthly employee wellness newsletter published online, archived, and posted to the Benefits & Employment Services website.

EVALUATION BROWARD COUNTY SCHOOLS WELLNESS POLICY

1. Each school and non-school based department is responsible for identifying an individual or group responsible for implementation of the Broward County Schools Wellness Policy requirements in that school or department. Each school must establish a Healthy Schools Team with the responsibility of annually evaluating the school's adherence to Smart Snack requirements in fund-raising, ala carte and vending sales, and compliance to the District's Wellness Policy. The team must meet at least twice during the year.

2. The Wellness and Learning Supports Committee shall convene at least biannually to assess whether policies are effective in improving student health. The Florida Healthy Schools Self-Assessment, conducted by Coordinated Student Health Services may serve as the evaluation tool of the District's Wellness Policy. The District's Wellness Policy will be formally evaluated every three years. The chairperson will appoint a District Administrator to coordinate the evaluation process.

3. The Broward County School Health Advisory Committee, and other stakeholder advisory committees will continue to provide input and recommendations regarding wellness initiatives and outcomes. The District's website will identify opportunities for parents to provide input directly to the Wellness and Learning Supports Committee.

4. The Wellness and Learning Supports Committee will annually determine wellness promotion objectives based on annual review Wellness Policy and make recommendations for changes or revisions in the policy to the Board when appropriate. The results of the Wellness Policy evaluations along with the Wellness Policy will be posted on the District's website. Additionally, a summary of revisions will be provided to stakeholder groups and on the District's website.

5. The superintendent through the principals and District administrators is responsible for implementation of the District's Wellness Policy.

Policy Status: Active
Authority: §§ 1001.41, 1006.6, 595.404, 381.0056, 381.057, 402.3026 F.S.
Procedures Adopted: 7/25/2006, 10/03/2017
Amended: 1/16/2007, 8/6/2013, _/_/2023

6830

WELLNESS

THE SCHOOL BOARD OF BROWARD COUNTY PROMOTES HEALTHY SCHOOLS BY SUPPORTING WELLNESS, GOOD NUTRITION, AND REGULAR PHYSICAL ACTIVITY AS PART OF THE LEARNING ENVIRONMENT. THE DISTRICT SUPPORTS A HEALTHY ENVIRONMENT WHERE CHILDREN LEARN AND PARTICIPATE IN POSITIVE DIETARY AND LIFESTYLE PRACTICES. BY FACILITATING LEARNING THROUGH THE SUPPORT OF GOOD NUTRITION, HEALTHY FOOD CHOICES AVAILABLE AT SCHOOL, PHYSICAL ACTIVITY AND HEALTH PRACTICES, SCHOOLS CONTRIBUTE TO THE BASIC HEALTH STATUS OF CHILDREN.

THE BROWARD COUNTY SCHOOL WELLNESS AND LEARNING SUPPORTS COMMITTEE DETERMINES AND MONITORS ALL WELLNESS INITIATIVES OF THE SCHOOL BOARD OF BROWARD COUNTY, INCLUDING OBESITY PREVENTION. THE BROWARD SCHOOL BOARD WELLNESS AND LEARNING SUPPORTS COMMITTEE WILL RECOMMEND AND MONITOR OBJECTIVES FOR THE WELLNESS POLICY.

GOALS

1. **HEALTH AND NUTRITION EDUCATION**

   a. School programs offer students in pre-kindergarten through grade 12 comprehensive sequential health and nutrition education curriculum providing the knowledge needed to adopt healthy lifestyles and reduce high risk behaviors for all students as specified in Policy 4000 . Schools will include the following essential nutrition education topics in their health education curriculum: the relationship between healthy eating and personal health, food guidance from MyPlate, eating a variety of foods every day, and eating more fruits and vegetables.

   b. Nutrition education is a component in elementary through high school.

   c. Resources and training are available for employees responsible for providing nutrition and health education.

   d. The school cafeteria serves as a learning laboratory to teach and practice good nutrition, incorporating nutrition promotions and foods from school gardens to enhance the experience.

Formatted: Centered

Formatted: Font: (Default) Arial, 12 pt

Formatted: Different first page header

Formatted: Font color: Red

Formatted: Space After: 12 pt

Formatted: Font color: Red

Deleted: WELLNESS

Formatted: Font: (Default) Arial

Deleted: ¶

Formatted: Font: (Default) Arial, 12 pt, Not Bold

Formatted: Font: (Default) Arial, 12 pt, Not Bold

Formatted: Font: (Default) Arial, Not Bold

Deleted: AS REQUIRED BY CONGRESS, SECTION 204, PUBLIC LAW 111–296, HEALTHY, HUNGER-FREE KIDS ACT of 2010 (42 U.S.C. 1751 et seq.),

Formatted: Font: (Default) Arial, 12 pt, Not Bold

Formatted: Font: (Default) Arial, 12 pt, Not Bold

Formatted: Font: (Default) Arial, Not Bold

Deleted: FEDERAL, STATE AND DISTRICT LEGISLATION, POLICY OR GUIDELINES, SUPPORTING THE TENETS OF THE BROWARD COUNTY SCHOOLS WELLNESS POLICY: FEDERAL – HEALTHY, HUNGER-FREE KIDS ACT, 2010, *2010 DIETARY GUIDELINES FOR AMERICANS*. STATE – CHAPTER 64E-11, CHAPTER 5P-1.003(2)(d), FLORIDA ADMINISTRATIVE CODE, SECTIONS 570.981, 381.0056, 381.0057, AND 402.3026, FLORIDA STATUTES, SCHOOL BOARD OF BROWARD COUNTY, FLORIDA –POLICY 6300, ADVERTISING MATERIAL, POLICY 6202, ATHLETICS, POLICY 6208, COMMUNITY FUNDRAISING, POLICY 5302, COMMUNITY INITIATIVES FOR FAMILIES, POLICY 1165, PARENT/FAMILY INVOLVEMENT, POLICY 6000.1, STUDENT PROGRESSION.¶

Formatted: Font: (Default) Arial

Deleted: ¶
¶

Formatted: Font: (Default) Arial, 12 pt

Deleted: 6000.1

Formatted: Font: (Default) Arial

Deleted: Section Break (Next Page)

Formatted: Font: (Default) Arial, 12 pt

e. The District provides nutrition education and encourages healthy eating for families, both within the home and outside. Family members are engaged as a critical part of the team responsible for teaching children about health and nutrition. Nutrition and health information for families is provided in multiple languages on the District's website.

2. **PHYSICAL ACTIVITY AND OTHER SCHOOL BASED ACTIVITIES**

a. Schools work to provide the opportunity for every student to receive regular, age- appropriate, quality physical education.

b. Schools recommend that students participate in physical activity before, during and after school in accordance with nationally recommended guidelines.

c. All physical education classes will be taught by qualified teachers as defined in the State Statutes, and to the extent possible, by certified physical education teachers, and be designed to build interest and proficiency in skills, knowledge, and attitudes essential to a lifelong physically active lifestyle.

d. Physical education should provide safe and satisfying physical activity for all students including those with varying exceptionalities. Exceptional Student Education strategies for students with varying exceptionalities are noted on the lesson plan and verified by school's administrator.

e. Elementary students will have physical education as defined in Policy 4000.

f. Elementary schools offer at least 20 minutes per day of consecutive, supervised, safe, and unstructured free play (recess) for elementary students on all full school days in addition to required physical education.

g. Schools shall not use participation or non-participation in physical education class or recess (free play) as a way to punish or discipline students.

h. After-school programs shall include supervised, age-appropriate physical activities that appeal to a variety of interests.

i. Schools shall disseminate, in multiple languages, information for parents to help them promote and incorporate physical activity and healthy eating into their children's lives.

3. **ALL SCHOOLS WILL HAVE AN ENVIRONMENT THAT SUPPORTS THE CONSUMPTION OF HEALTHY FOODS BY STUDENTS, THEIR FAMILIES AND STAFF WITH THE INTENT OF PROMOTING STUDENT HEALTH AND REDUCING CHILDHOOD OBESITY.**

Formatted: Centered

Commented [EA1]: I believe this is the policy that you intended. Policy 6000.1 was renumbered

Deleted: 6000.1

Formatted: Font: (Default) Arial, 12 pt

Formatted: Justified, Space After: 12 pt

Deleted: Section Break (Next Page)

GUIDELINES FOR ALL FOOD SERVED ON CAMPUS

a. Food and beverages offered over the course of the school week as part of the National School Lunch and Breakfast Programs are nutrient dense, including whole grain products and fiber rich fruits, and vegetables to provide students a variety of choices to maintain a balanced diet. Guidelines for a reimbursable meal shall not be less restrictive than regulations and guidance issued by the United States Department of Agriculture (USDA).

1) A variety of nutrient dense foods are offered to students at each meal, always including low fat milks, fruits/vegetables, meat/meat alternates and grains.

2) Food and beverages served during the school day include a variety of healthy choices that are of excellent quality, appealing to the students and served at the proper temperature.

3) Foods and beverages available during the school day should minimize the use of trans fats and saturated fats, sodium and sugar as defined by the Dietary Guidelines for Americans.

4) Salad bars or pre-packaged salads are available, ~~daily~~ at a minimum of three (3) times per week.

5) Fresh fruit or vegetables are available ~~at each meal~~ every school day.

6) Food and Nutrition Services will encourage whole grain breads and cereals.

7) Food and Nutrition Services offer only milk designated as low fat or lower and makes available nutritionally equivalent soy milk for students upon parent or practitioner request.

8) At a minimum, foods served as part of a school lunch or breakfast will meet the Dietary Guidelines for Americans.

9) A vegan meal option is available daily for students.

10) The District supports healthy food and beverage choices for all students throughout the school campus by implementing evidence-based healthy food promotion techniques through the school meal program, such as Smarter Lunchrooms™.

11) The District will include produce grown in Florida as part of a Farm to School Program.

12) Guidelines will be located on the District's website in multiple languages on how to pack healthy lunches.

13) During the school day, marketing of food products shall be limited to those foods and beverages which meet the Smart Snack

Formatted: Centered

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial, 12 pt, Font color: Red

Commented [MBF2]: Reflection of established practice to ensure freshness and prevent food waste.

Commented [MBF3R2]: Reflection of established practice

Deleted: daily.

Formatted: Font: (Default) Arial, 12 pt, Font color: Red

Formatted: Font: (Default) Arial, 12 pt, Font color: Red

Formatted: Font: (Default) Arial, 12 pt, Font color: Red

Deleted: is available at each meal.

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial, 12 pt, Font color: Red

Formatted: Font: (Default) Arial, 12 pt, Font color: Blue

Formatted: Font: (Default) Arial, 12 pt

requirements.

b. If a la carte, vending or other food sales are available, they should include a variety of choices of nutritious foods, such as fruits, vegetables, low fat dairy items, and water. All packaged snacks and beverages sold during the school day must meet or exceed USDA Smart Snack requirements. Food and Nutrition Service Administrators participate in assessing the nutritional value of foods available in vending machines and monitoring compliance to Smart Snack rules.

c. Drinking water and hand sanitizing facilities should be conveniently available for students at all times.

d. A list of healthy food and non-food alternatives will be made available to parents and teachers for classroom celebrations and rewards. School Food served in the classrooms will be obtained from approved sources, per Chapter 64E-11 of the *Florida Administrative Code.* The punitive denial of food and the punitive denial of food rewards are prohibited.

e. Schools shall encourage fundraisers that promote positive health habits such as the sale of non-food and nutritious food items as well as fundraising to support physical activity events. All fundraisers held during the school's day must be in compliance with Florida's Competitive Food Rule, 5P-2.002. Off campus fundraising and fundraising after the school day are not restricted by this policy.

f. Food and beverages sold at events must be obtained from approved sources, per Chapter 64E-11 of the *Florida Administrative* Code and reinforce the importance of healthy choices.

g. Snacks and rewards provided in after-care programs will re-enforce the importance of healthy choices. Items available for purchase will comply with Smart Snack requirements.

4. ADDITIONAL DISTRICT – SCHOOL BASED WELLNESS GOALS

a. The District continually coordinates a comprehensive outreach and promotion plan to ensure maximum participation in the school meal program.

b. Schools ensure that students who receive free or reduced-price meals are not treated differently from other students or identified by their peers.

c. Each school in the District serves breakfast and lunch as part of the National School Lunch and Breakfast Programs.

d. The District shall employ a food service executive director who is properly credentialed according to professional standards to administer the school

Formatted: Centered

Deleted: Section Break (Next Page)

Formatted: Font: (Default) Arial, 12 pt

Deleted: 1

Deleted: 0003

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial, 12 pt

Deleted: *Code*, and

Formatted: Font: Not Italic

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial, 12 pt

Deleted: ¶

Deleted: reduced price

Formatted: Font: (Default) Arial, 12 pt

Deleted: executive

Formatted: Underline, Font color: Red

Formatted: Font: (Default) Arial, 12 pt

food service program.

e. All Food and Nutrition Services personnel have adequate pre-training and participate in on-going professional development in the areas of sanitation, school food service essentials, nutrition, and quantity cooking. Food and Nutrition Services Managers receive training regarding food allergies and Cardiopulmonary Resuscitation. Specific guidelines for managing students with life-threatening hypersensitivity (Kelsey Ryan Act) can be found on the District's website under Health Education Services, Chronic Health Conditions.

f. School menus meet the requirements of the USDA for school meals, and over the course of a week meet the nutritional standards recommended by the *Recommended Dietary Allowances* or equivalent. Each meal served meets the guidelines for a USDA reimbursable meal.

g. Food and Nutrition Services ensures that required and effective food safety practices are applied to all foods prepared, sold and served through the Food and Nutrition Services Department.

h. Meals are scheduled as close as possible to the middle of the day. Dining areas should be clean, safe and provide an environment for an enjoyable meal break.

i. The District formally involves families and community organizations to address food and nutrition issues, recommend nutrition policy and programs and school meal options which are culturally sensitive and meet special dietary needs.

j. Coordination of health services will be provided in schools in accordance with the School Health Services Act.

k. All schools will promote positive behavioral health and interventions to affect student well-being and achievement through prevention liaisons and utilization of District and community resources.

l. All schools will provide a learning environment that is physically and psychologically safe and secure for all students and staff through prevention liaisons and utilization of District and community resources.

m. All ~~covered~~ benefit-eligible Broward County Public School Employees, and their covered dependents, will have access to an on-line Health Risk Assessment, which will provide them the opportunity to create physical and/or biometric goals to encourage a healthier lifestyle.

n. Learning Support Services are coordinated with existing and community stakeholder groups to ensure Learning Support Services are culturally competent and provided through collaboration with community partnerships for the best utilization of resources.

o. All benefit-eligible Broward County Public School Employees will have

Formatted: Centered

Deleted: nutrition

Formatted: Font: (Default) Arial, 12 pt

Deleted: .

Formatted: Font: (Default) Arial, 12 pt

Deleted: Section Break (Next Page)

Deleted: covered

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial, 12 pt, Underline, Font color: Red

Formatted: Font: (Default) Arial, 12 pt, Font color: Red

Formatted: Font: (Default) Arial, 12 pt, Underline, Font color: Red

access to wellness services such as the 3D mobile mammography van, professional learning seminars on topics related to healthy living, and on-site wellness fairs where health services such as blood pressure, bone density, vision exams, skin screenings, etc. are administered. Employees will also have access to a monthly employee wellness newsletter published online, archived, and posted to the Benefits & Employment Services website.

EVALUATION BROWARD COUNTY SCHOOLS WELLNESS POLICY

1. Each school and non-school based department is responsible for identifying an individual or group responsible for implementation of the Broward County Schools Wellness Policy requirements in that school or department. Each school must establish a Healthy Schools Team with the responsibility of annually evaluating the school's adherence to Smart Snack requirements in fund-raising, ala carte and vending sales, and compliance to the District's Wellness Policy. The team must meet at least twice during the year.

2. The Wellness and Learning Supports Committee shall convene at least biannually to assess whether policies are effective in improving student health. The Florida Healthy Schools Self-Assessment, conducted by Coordinated Student Health Services may serve as the evaluation tool of the District's Wellness Policy. The District's Wellness Policy will be formally evaluated every three years. The chairperson will appoint a District Administrator to coordinate the evaluation process.

3. The Broward County School Health Advisory Committee, and other stakeholder advisory committees will continue to provide input and recommendations regarding wellness initiatives and outcomes. The District's website will identify opportunities for parents to provide input directly to the Wellness and Learning Supports Committee.

4. The Wellness and Learning Supports Committee will annually determine wellness promotion objectives based on annual review Wellness Policy and make recommendations for changes or revisions in the policy to the Board when appropriate. The results of the Wellness Policy evaluations along with the Wellness Policy will be posted on the District's website. Additionally, a summary of revisions will be provided to stakeholder groups and on the District's website.

5. The superintendent through the principals and District administrators is responsible for implementation of the District's Wellness Policy.

Policy Custodian: Food and Nutrition Services Department
Former Policy Number: 5314

Formatted: Centered

Commented [MBF4]: Reflection of established practice

Formatted: Font: (Default) Arial, 12 pt

Deleted: AUTHORITY:¶

Formatted: Indent: Left: 0"

Policy Status: Active
Authority: §§ 1001.41, 1006.6, 595.404, 381.0056, 381.057, 402.3026 F.S.
Procedures Adopted: 7/25/2006, 10/03/2017
Amended: 1/16/2007, 8/6/2013, / /2023

Formatted: Centered

Deleted: F.S. 1006.6,

Deleted: 42 U.S.C. 1758b, 570.981, 381.0056, 381.057, 402.3026¶

Formatted: Font: (Default) Arial, 12 pt

Deleted: Healthy, Hunger-Free Kids Act of 2010 (42 U.S.C. 1751, *et seq.*)

Deleted: Adopted: 10/03/2017

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting
CATEGORY:	RR. Resolutions
DEPARTMENT:	Applied Learning

Agenda Item Number:	RR-1.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: **Resolution 24-107 in Support of Magnet Schools of America Month, Feb. 2024**

REQUESTED ACTION: **Approve Resolution 24-107 in Support of Magnet Schools of America Month, February 2024. District-wide**

RATIONALE:

For the Requested Action, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, Financial Impact, and Rationale, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Resolution 24-107 Magnet
- RR-1 Response

FINANCIAL IMPACT:

There is no Financial Impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

College and Career Readiness/Acceleration **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Dr. Howard Hepburn	Phone:	754-321-2100
Name:		Phone:	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Dr. Howard Hepburn, Deputy Superintendent, Teaching &

Signature

Saemone Hollingsworth, Chief Academic Officer

Electronic Signature

Form $4189 Revised 7/23

PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: _____

School Board Chair

For more information, please contact:
Name: Dr. Howard Hepburn
Title: Deputy Superintendent, Teaching and Learning
Phone: 754.321.2100

EXECUTIVE SUMMARY

Resolution #24-107, Supporting February 2024 as National Magnet Schools of America Month

Requested Action
Adopt the resolution in support of February as National Magnet Schools of America Month.

Impact if the Board Voted Yes or No

If the Board votes "Yes": This will reaffirm the District's support of February as National Magnet Schools of America Month and enhance awareness of magnet programming across the District.

If the Board votes "No": The month of February would not be recognized as National Magnet Schools of America Month, nor would there be an opportunity for enhanced awareness of magnet programming across the District.

Background/History
The National Magnet Schools Resolution was previously approved at the Regular School Board Meeting on 8/17/22, reference 23-55; however, it was inadvertently omitted at the fall meeting with all other resolutions.

National Magnet Schools of America Month is celebrated every February and aims to recognize and raise awareness about the incredible contributions of magnet schools to our education system. For more than 30 years, Broward County Public Schools has offered magnet programs in elementary, middle, and high schools. Broward County Public Schools has 87 magnet programs in 57 schools. Magnet schools provide specialized magnet programs that focus on specific areas of study and offer unique learning opportunities to students. Magnet programs provide high-quality education options that meet the diverse needs and interests of students.

Alignment to 2027 Goals and Guardrails
Goal 4: College & Career Readiness/Acceleration

Measurable Outcome(s)/Return on Investment
Adopting this resolution increases the District's ability to support and communicate our vast array of magnet programs. Increased communication results in increased enrollment.

Financial Impact
There is no financial impact to the school district.

The School Board of Broward County, Florida

RESOLUTION

No 24-107

RESOLUTION IN SUPPORT OF
NATIONAL MAGNET SCHOOLS OF AMERICA MONTH
FEBRUARY 2024

WHEREAS, Broward County Public Schools established Magnet programs in their district more than 30 years ago to provide equity, access and opportunity for all students; and

WHEREAS, Broward County Public Schools currently operates Magnet programs in 57 schools across the district impacting 44,000 students of all racial, ethnic, and socioeconomic groups; and

WHEREAS, Magnet programs offer educational excellence consistent with the School Board's Strategic Plan Goals, in order to ensure that all students will achieve at their highest potential, with equitable resources; and

WHEREAS, Magnet programs expand educational choices for students, promote diversity within schools, set high expectations for all students to improve student achievement, prepare students for further education and the world of work, develop positive school climates with academic emphasis, provide real- life and hands-on experiences, offer mentorship and internship opportunities; and

WHEREAS, Broward County Public Schools Magnet schools have been recognized as National Schools of Excellence and National Schools of Distinction by the Magnet Schools of America; and

NOW, THEREFORE, BE IT RESOLVED that The School Board of Broward County, Florida, recognizes the month of February as National Magnet Schools of America Month and urges all schools, centers, departments, parents, businesses, governmental and community agencies and the entire community to join in this recognition.

FEBRUARY
as
NATIONAL MAGNET SCHOOLS OF AMERICA MONTH

Given at Fort Lauderdale, Florida, this 23rd day of January 2024.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

BY: _____
Lori Alhadeff, Chair

ATTEST: _____
Dr. Peter B. Licata, Superintendent of Schools

This Resolution is compliant with State and Federal Laws

Staff Follow Up: **RSBM-012324-07 (DH)**
Due Date: January 18, 2024
Today's Date: January 18, 2024

BROWARD County Public Schools | Educating Today's Students to Succeed in Tomorrow's World

Topic: RR-1.) Resolution 24-107 in Support of Magnet Schools of America Month, Feb. 2024

Staff Follow Up: Didn't we approve this at the meeting that we approved all resolutions for the school year? **RSBM-012324-07 (DH)**

Response: This item was inadvertently left off the group of resolutions brought to the Board in the fall and thus, is being brought to the January 23rd RSBM.

If you have any questions, please contact Susan Cantrick, Director, Applied Learning via email at susan.cantrick@browardschools.com.

PBL/HH/SH/FC/SC:kh

Dr. Howard Hepburn
Deputy Superintendent,
Teaching & Learning

Dr. Peter B. Licata
Superintendent of Schools