

**TOWN OF DAVIE**  
**TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Keith Pursell, Project Manager, Capital Projects, 954-797-1191

**PREPARED BY:** Keith Pursell, Project Manager, Capital Projects, 954-797-1191

**SUBJECT:** Resolution  
Project Name and Location: Townwide Generators  
Various Location Throughout the Town

**AFFECTED DISTRICT:** All

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH GLE, INC. FOR ENGINEERING SERVICES FOR THE PHASE II - TOWN WIDE GENERATORS UPGRADES.

**REPORT IN BRIEF:** The Town Council approved the selection of GLE, Inc. as the highest ranked firm for architectural services for the Phase II - Town Wide Generator Upgrades by Resolution R-2007-132 and authorized staff to negotiate a contract for these services. The attached contract is a result of negotiations authorized by R-2007-132 and uses the standard AIA contract document as modified by the Town Attorney's office.

**PREVIOUS ACTIONS:** Resolution R-2007-132

**CONCURRENCES:** This contract was negotiated by the Capital Projects Director and the Project Manager for Capital Projects. The contract document was reviewed by the Procurement Manager and the Town Attorney's Office.

**FISCAL IMPACT:** Yes

Has request been budgeted? Yes

If yes, expected cost: \$48,000.00

Account Name: Phase II – Town Wide Generator Upgrades 030-3404-541.61-11

**RECOMMENDATION(S):**

Motion to approve recommendation

**Attachment(s):** Previous Resolution, (3) Contracts needing to be signed

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH GLE, INC. FOR ENGINEERING SERVICES FOR THE PHASE II - TOWN WIDE GENERATORS UPGRADES.

WHEREAS, the Town Council approved GLE, Inc. as the highest ranking firm to perform engineering services by Resolution R-2007-132; and

WHEREAS, staff negotiated a contract pursuant to Resolution R-2007-132; and

WHEREAS, after review, the Town Council authorizes the Mayor to execute a contract with GLE, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council authorizes the Mayor to execute a contract with GLE, Inc. for engineering services for the Phase II – Town Wide Generator Upgrades which is attached hereto and identified as Attachment "A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007.

\_\_\_\_\_  
MAYOR/COUNCIL MEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007.

Town Wide Generator Upgrades  
2.2



John Rayson/Davie  
10/02/2007 12:15 PM

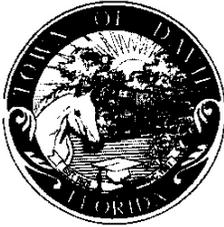
To Keith Pursell/Davie@Davie  
cc  
bcc  
Subject Contract control number 0720070914

Dear Keith:

In the Agreement regarding Phase II-Town Wide Generator Upgrades, there are a few sections that need to be filled in: 1.1.2.3.; 1.1.2.6; 1.1.2.8 and 1.1.3.2. Additionally, section 1.1.4 should be deleted and strike the second sentence of section 1.3.8.2  
Otherwise, the agreement is sufficient.

Should you have any questions, do not hesitate to call me.

Town Wide Generator Upgrades  
2.2



**TOWN OF DAVIE  
TOWN ATTORNEY'S OFFICE**

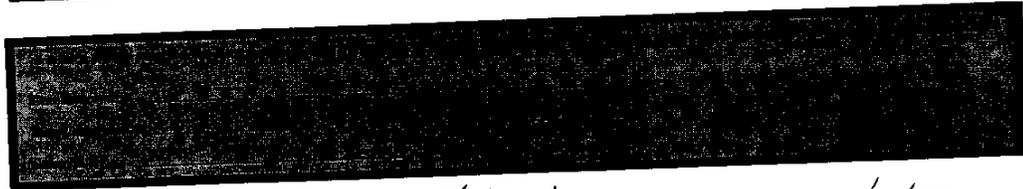
*John Rayson, Town Attorney*  
Phone: (954) 566-8855 • Facsimile: (954) 566-8902

**INTERNAL WORK ORDER**

Control # 0720070914

Requestor's Name: <u>Keith Pursell</u>		Date: <u>9/21/2007</u>
Department: <u>Capital Projects/Public Works</u>		Phone: <u>954-797-1191</u>
Please <input type="checkbox"/> Prepare <input checked="" type="checkbox"/> Review for Legal Sufficiency <input type="checkbox"/> Other _____		
<input type="checkbox"/> Resolution	<input checked="" type="checkbox"/> Contract	<input type="checkbox"/> Letter
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Records	<input type="checkbox"/> Memorandum
<input type="checkbox"/> Agenda Item	<input type="checkbox"/> Legal Opinion	

<b>Request</b>	<b>Description:</b> We have attached herewith an Owner-Architect Agreement, A.I.A. Form B141-1997 for the "Phase II - Town Wide Generator Upgrades". The architect is GLE, Inc.  If you have any revisions or questions please call me at (954) 797-1191. Thank you very much.
	<input checked="" type="checkbox"/> This item is scheduled for the <u>10/17/2007</u> Council meeting



Department Director Authorization *Mary Shuman* Date 9/21/07  
 Town Administrator Authorization *Mary Shuman* Date 9-24-07

# AIA® Document B141™ – 1997 Part 1

## *Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services*

### TABLE OF ARTICLES

- 1.1 INITIAL INFORMATION
- 1.2 RESPONSIBILITIES OF THE PARTIES
- 1.3 TERMS AND CONDITIONS
- 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS
- 1.5 COMPENSATION

AGREEMENT made as of the 12th day of September in the year 2007  
*(In words, indicate day, month and year)*

BETWEEN the Architect's client identified as the Owner:  
*(Name, address and other information)*

Town of Davie  
6901 Orange Drive  
Davie, Florida 33314-3399

and the Architect:  
*(Name, address and other information)*

GLE Associates, Inc.  
1000 NW 65<sup>th</sup> Street, Suite 100  
Fort Lauderdale, Florida 33309

For the following Project:  
*(Include detailed description of Project)*

Architectural/Engineering Services – Phase II – Townwide Generator Upgrades as described in GLE Proposal No.: 07-25576P dated August 28, 2007 for "Architectural/Engineering Services – Phase II – Townwide Generator Upgrades."

The Owner and Architect agree as follows:

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**ARTICLE 1.1 INITIAL INFORMATION**

§ 1.1.1 This Agreement is based on the following information and assumptions.

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

**§ 1.1.2 PROJECT PARAMETERS**

§ 1.1.2.1 The objective or use is:

*(Identify or describe, if appropriate, proposed use or goals.)*

Back-up emergency generator power for the listed facilities.

§ 1.1.2.2 The physical parameters are:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)*

Sites 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 as described in GLE Proposal No.: 07-25576P dated August 28, 2007 for "Architectural/Engineering Services – Phase II – Townwide Generator Upgrades."

§ 1.1.2.3 The Owner's Program is:

*(Identify documentation or state the manner in which the program will be developed.)*

The Town of Davie intends to renovate electrical rooms at thirteen (13) facilities to accept portable generators. Portable generators will be provided at these sites and the Town intends to install electrical switchgear to allow operation with a portable emergency power source or a backup to an existing generator in place.

§ 1.1.2.4 The legal parameters are:

*(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)*

Unknown at time of execution.

§ 1.1.2.5 The financial parameters are as follows.

- .1 Amount of the Owner's overall budget for the Project, including the Architect's compensation, is:  
unknown at time of execution of this Agreement
- .2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is:  
unknown at time of execution of this Agreement

§ 1.1.2.6 The time parameters are:

*(Identify, if appropriate, milestone dates, durations or fast track scheduling.)*

One hundred eighty (180) days

§ 1.1.2.7 The proposed procurement or delivery method for the Project is:

*(Identify method such as competitive bid, negotiated contract, or construction management.)*

Competitive bid.

§ 1.1.2.8 Other parameters are:

*(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)*

Not applicable.

**§ 1.1.3 PROJECT TEAM**

§ 1.1.3.1 The Owner's Designated Representative is:

*(List name, address and other information.)*

Ronald K. Pursell, Project Manager/Capital Projects  
Capital Projects Team, Town of Davie

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6901 Orange Drive  
Davie, Florida 33314-3399

§ 1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:  
*(List name, address and other information.)*

Not applicable. There are none.

§ 1.1.3.3 The Owner's other consultants and contractors are:  
*(List discipline and, if known, identify them by name and address.)*

Not applicable.

§ 1.1.3.4 The Architect's Designated Representative is:  
*(List name, address and other information.)*

George J. Vitale, NCARB, AIA, Senior Architect  
GLE Associates, Inc.  
1000 NW 65<sup>th</sup> Street, Suite 100  
Fort Lauderdale, Florida 33309

§ 1.1.3.5 The consultants retained at the Architect's expense are:  
*(List discipline and, if known, identify them by name and address.)*

Structural Engineer: Mario Suarez, P.E.  
M.A. Suarez and Associates, Inc.  
4869 SW 75<sup>th</sup> Avenue  
Miami, Florida 33155

§ 1.1.4

§ 1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 current as of the date of this Agreement, or as follows:

"Bidding and Construction Administration" as described in GLE Proposal No.: 07-25576P dated August 28, 2007 for "Architectural/Engineering Services – Phase II – Townwide Generator Upgrades."

§ 1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Section 1.3.3.

#### ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

§ 1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

**§ 1.2.2 OWNER**

§ 1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope and quality.

§ 1.2.2.3 The Owner's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Section 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.

§ 1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

**§ 1.2.3 ARCHITECT**

§ 1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

§ 1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.2.6 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 1.2.3.3 The Architect's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

§ 1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

§ 1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

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§ 1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

§ 1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

#### ARTICLE 1.3 TERMS AND CONDITIONS

##### § 1.3.1 COST OF THE WORK

§ 1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

§ 1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

§ 1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

##### § 1.3.2 INSTRUMENTS OF SERVICE

§ 1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

§ 1.3.2.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 1.3.2.3 Except for the licenses granted in Section 1.3.2.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 1.3.2.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 1.3.2.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such

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Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

**§ 1.3.3 CHANGE IN SERVICES**

**§ 1.3.3.1** Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Section 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Section 1.5.2, and to any Reimbursable Expenses described in Section 1.3.9.2 and Section 1.5.5.

**§ 1.3.3.2** If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

- .1 change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;
- .2 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;
- .3 decisions of the Owner not rendered in a timely manner;
- .4 significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
- .5 failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;
- .7 change in the information contained in Article 1.1.

**§ 1.3.4 MEDIATION**

**§ 1.3.4.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

**§ 1.3.4.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

**§ 1.3.4.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 1.3.5 ARBITRATION**

**§ 1.3.5.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Section 1.3.4.

**§ 1.3.5.2** Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for

arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

§ 1.3.5.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

§ 1.3.5.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 1.3.5.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### § 1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Section 1.3.8.

#### § 1.3.7 MISCELLANEOUS PROVISIONS

§ 1.3.7.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Section 1.4.2.

§ 1.3.7.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

§ 1.3.7.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

§ 1.3.7.4 To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 1.3.7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 1.3.7.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 1.3.7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of

the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 1.3.7.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 1.3.7.9 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

#### § 1.3.8 TERMINATION OR SUSPENSION

§ 1.3.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 1.3.8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 1.3.8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 1.3.8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 1.3.8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 1.3.8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 1.3.8.7.

§ 1.3.8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

#### § 1.3.9 PAYMENTS TO THE ARCHITECT

§ 1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

§ 1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

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User Notes:

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- .1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- .4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .5 renderings, models and mock-ups requested by the Owner;
- .6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .7 reimbursable expenses as designated in Section 1.5.5;
- .8 other similar direct Project-related expenditures.

§ 1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

§ 1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged 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, employee retirement plans and similar contributions.

#### ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

§ 1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

§ 1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997.

§ 1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, or as follows:

*(List other documents, if any, delineating Architect's scope of services.)*

GLE Proposal No.: 07-25576P dated August 28, 2007 for "Architectural/Engineering Services – Phase II – Townwide Generator Upgrades."

§ 1.4.1.3 Other documents as follows:

*(List other documents, if any, forming part of the Agreement.)*

GLE Proposal No.: 07-25576P dated August 28, 2007 for "Architectural/Engineering Services – Phase II – Townwide Generator Upgrades."

§ 1.4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

Not applicable.

#### ARTICLE 1.5 COMPENSATION

§ 1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

Total Lump Sum fee of \$48,000.00, including \$40,000.00 for Construction Documents (and Cost Estimate) and \$8,000.00 for Bidding and Construction Administration.

Init.

§ 1.5.2 If the services of the Architect are changed as described in Section 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Section 1.5.2, in an equitable manner.  
*(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)*

Senior Architect/Senior Engineer	\$120.00 per hour
Architect/Engineer	\$ 90.00 per hour
Designer	\$ 65.00 per hour
Draftsman	\$ 55.00 per hour
Administrative Assistant	\$ 45.00 per hour

§ 1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of (1.1) times the amounts billed to the Architect for such services.

§ 1.5.4 For Reimbursable Expenses as described in Section 1.3.9.2, and any other items included in Section 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of (1.1) times the expenses incurred by the Architect, and the Architect's employees and consultants.

§ 1.5.5 Other Reimbursable Expenses, if any, are as follows:

Unknown at time of execution.

§ 1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

§ 1.5.7 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

§ 1.5.8 Payments are due and payable thirty (30) days from the date of the Architect's invoice. Amounts unpaid thirty(30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of interest agreed upon.)*

1.5 per annum

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

§ 1.5.9 If the services covered by this Agreement have not been completed within six (6) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Section 1.5.2.

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

init.

*(Signature)*  
\_\_\_\_\_  
Ronald K. Pursell, Project Manager/Capital Projects  
*(Printed name and title)*

*(Signature)*  
\_\_\_\_\_  
George J. Vitale, NCARB, AIA, Senior Architect  
*(Printed name and title)*

Int.

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User Notes:

11

(472991)



...  
Ronald K. Pursell, Project Manager/Capital Projects  
Capital Projects Team, Town of Davie  
6901 Orange Drive  
Davie, Florida 33314-3399

...  
Not applicable. There are none.

...  
Not applicable.

...  
George J. Vitale, NCARB, AIA, Senior Architect  
GLE Associates, Inc.  
1000 NW 65<sup>th</sup> Street, Suite 100  
Fort Lauderdale, Florida 33309

...  
Structural Engineer: Mario Suarez, P.E.  
M.A. Suarez and Associates, Inc.  
4869 SW 75<sup>th</sup> Avenue  
Miami, Florida 33155

...  
§ 1.1.4 Other important initial information is:

...

...  
"Bidding and Construction Administration" as described in GLE Proposal No.: 07-25576P dated August 28, 2007  
for "Architectural/Engineering Services – Phase II – Townwide Generator Upgrades."

PAGE 8

§ 1.3.8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. ~~When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services.~~ The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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GLE Proposal No.: 07-25576P dated August 28, 2007 for "Architectural/Engineering Services – Phase II – Townwide Generator Upgrades."

...  
GLE Proposal No.: 07-25576P dated August 28, 2007 for "Architectural/Engineering Services – Phase II – Townwide Generator Upgrades."

...  
Not applicable.

...  
Total Lump Sum fee of \$48,000.00, including \$40,000.00 for Construction Documents (and Cost Estimate) and \$8,000.00 for Bidding and Construction Administration.

PAGE 10

<u>Senior Architect/Senior Engineer</u>	<u>\$120.00 per hour</u>
<u>Architect/Engineer</u>	<u>\$ 90.00 per hour</u>
<u>Designer</u>	<u>\$ 65.00 per hour</u>
<u>Draftsman</u>	<u>\$ 55.00 per hour</u>
<u>Administrative Assistant</u>	<u>\$ 45.00 per hour</u>

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User Notes:

...  
§ 1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of ~~(→)(1.1)~~ times the amounts billed to the Architect for such services.

...  
§ 1.5.4 For Reimbursable Expenses as described in Section 1.3.9.2, and any other items included in Section 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of ~~(→)(1.1)~~ times the expenses incurred by the Architect, and the Architect's employees and consultants.

...  
Unknown at time of execution.

...  
§ 1.5.7 An initial payment of zero (~~\$ )0.00~~) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

...  
§ 1.5.8 Payments are due and payable ~~payable~~ thirty (~~)30~~) days from the date of the Architect's invoice. Amounts ~~unpaid~~ (~~unpaid~~ thirty (~~30~~)) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...  
1.5 per annum

...  
§ 1.5.9 If the services covered by this Agreement have not been completed within six (~~)6~~) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Section 1.5.2.

PAGE 11

Ronald K. Pursell, Project Manager/Capital Projects

George J. Vitale, NCARB, AIA, Senior Architect

**Certification of Document's Authenticity**

AIA® Document D401™ – 2003

I, George Vitale, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:47:54 on 10/03/2007 under Order No. 1000324072\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B141™ – 1997 Part I - Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Dated)

**TOWN OF DAVIE  
TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Herb Hyman/797-1016

**PREPARED BY:** Herb Hyman/797-1016

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** All

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SELECTING THE FIRM OF GLE ASSOCIATES, INC. TO PROVIDE ELECTRICAL ENGINEERING SERVICES FOR THE GENERATORS, PHASE II PROJECT AND AUTHORIZING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE AN AGREEMENT FOR SUCH SERVICES.

**REPORT IN BRIEF:** The Town solicited competitive sealed proposals for electrical engineering services for the generators, phase II project. RFP documents were sent to twenty (20) prospective proposers. Additionally, the bid was advertised state-wide in Florida Bid Reporting and nationally in BidNet and also posted on the Town's web site. The Town received two (2) proposals. The selection committee heard oral presentations from both firms. Following oral presentations, the selection committee ranked the firms. The recommendation is for GLE Associates, Inc. as the top ranked firm in accordance with the ranking totals attached hereto.

**PREVIOUS ACTIONS:** Not applicable.

**CONCURRENCES:** The firm of GLE Associates, Inc. was chosen by the selection committee.

**FISCAL IMPACT:** Yes

Has request been budgeted? Yes

If yes, expected cost: To be negotiated with the highest ranked firm.

Account Name: Capital Improvement-Generators Account

Additional Comments:

**RECOMMENDATION(S):** Motion to approve the resolution.

**Attachment(s):**

Procurement Authorization  
Selection Committee Rankings  
Incorporation information

---

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SELECTING THE FIRM OF GLE ASSOCIATES, INC. TO PROVIDE ELECTRICAL ENGINEERING SERVICES FOR THE GENERATORS, PHASE II PROJECT AND AUTHORIZING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE AN AGREEMENT FOR SUCH SERVICES.

WHEREAS, the Town solicited proposals for electrical engineering services for the generators, phase II project; and

WHEREAS, the selection committee has selected GLE Associates, Inc. as the firm best qualified to provide the required services; and

WHEREAS, it is in the Town's best interest to execute a contract for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby accept the selection of GLE Associates, Inc. as the firm best qualified to provide the required services and authorizes the Town Administrator or his designee to negotiate an agreement for such services and present that contract for approval at a future meeting date. Should no agreement be reached with the highest ranking firm, then the Town Administrator or his designee shall negotiate with the next ranked firm and present that agreement for approval.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

Attest:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

\_\_\_\_\_

**TOWN OF DAVIE  
PROCUREMENT AUTHORIZATION**

b 30-3404-541-6111  
**ACCOUNT NUMBER** 0800402813-0478 **BUDGET ITEM & DESCRIPTION** Town Wide Generators - Phase II **APPROXIMATE COST** \$48,000.00  
*CARLINE WMA GENERATORS*

**METHOD OF PROCUREMENT (check the one that applies)**

- Open Competitive Bidding
- Piggyback on Contract Number
- Sole Source
- Request For Proposals

**SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED**

Signed [Signature]  
 Department Head

Have Funds been Reserved BOA 35624

Date 2/20/07 Signed [Signature]

Signed [Signature]  
 Town Administrator

VENDOR	BIDS SUBMITTED	COST
<u>GLE ASSOCIATES, INC.</u>	<u>RANKED 1ST</u>	
<u>TREATMAN NET, INC.</u>	<u>RANKED 2ND</u>	

Signed [Signature]  
 Procurement Manager

**BID SPECIFICATION COMMITTEE'S RECOMMENDATION**

Vendor	Cost
<u>GLE ASSOCIATES INC</u>	<u>RANKED 1ST</u>

	A	B	C
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
TOTAL			

ENG SVCS-GENERATORS

COMMITTEE MEMBER TEAMWORKNET INC. GLE ASSOCIATES

C. MENKE

R. MUNIZ

M. KUTNEY

~~E. PETERS~~ L. MENDEZ

K. PURSELL

H. HYMAN

TOTAL

ASSISTANT

**Town of Davie  
Vendor/Bidder Disclosure**

I, Thas Howard, PE, being first duly sworn, state that:  
The full legal name and business address of the person(s) or entity contracting with the  
Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization:	<u>GLE Associates, Inc</u>
Address	<u>1000 NW 65th St. Ste. 100</u>
	<u>Fl. Lauderdale, FL 33309</u>
FEIN	<u>59-2975164</u>
State and date of incorporation	<u>Florida; September 12, 1989</u>

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and addresses are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
<u>Robert B. Greene, President</u>	<u>/ 3109 W. MLK Blvd., Ste. 550, Tampa, FL. 100</u>	<u>5%</u>
<u>R. Quinn Turner, VP</u>	<u>/ 1320 N. Semoran Blvd., Ste. 203, Orlando, FL. 0</u>	<u>5%</u>
_____	_____	_____
_____	_____	_____

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address
_____	_____
_____	_____
_____	_____

By Thais Howard Date March 23, 2007  
Signature of Affiant  
Thais Howard, PE  
Print Name

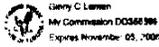
SUBSCRIBED AND SWORN TO or affirmed before me this 23 day of  
March, 2007 by JERRY LITTLE being a  
personally known to me or has presented  
identification.

Gerry C. Leman  
Notary Public, State of Florida at Large

Print or Stamp of Notary

Serial Number

My Commission Expires



**Request for Taxpayer  
Identification Number and Certification**

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

Name (as shown on your income tax return)  
**G.L.E. Associates, Inc.**  
Business name (different from above)

Check appropriate box:  
 Check all that apply:  Individual/sole proprietor  Corporation  Partnership  Other  Exempt from backup withholding

Address (number, street, apt. #, or suite #)  
**3109 W. Dr. Martin Luther King Jr. Boulevard, Suite 550**  
City, state, and ZIP code  
**Tampa, Florida 33607**

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3. Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number  
\_\_\_\_ - \_\_\_\_ - \_\_\_\_

Employer identification number  
**592975184**

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

Sign Here  
Signature of U.S. person *King C. Lomas* Date *7/23/07*

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding.
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

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



**Florida Profit**

**G.L.E. ASSOCIATES, INC.**

**PRINCIPAL ADDRESS**

3109 DR. MARTIN LUTHER KING JR BLVD  
STE 550  
TAMPA FL 33607 US  
Changed 05/29/2002

**MAILING ADDRESS**

3109 DR. MARTIN LUTHER KING JR BLVD  
STE 550  
TAMPA FL 33607 US  
Changed 05/29/2002

<b>Document Number</b> L15949	<b>FBI Number</b> 592975164	<b>Date Filed</b> 09/12/1989
<b>State</b> FL	<b>Status</b> ACTIVE	<b>Effective Date</b> NONE
<b>Last Event</b> AMENDMENT	<b>Event Date Filed</b> 07/09/2002	<b>Event Effective Date</b> NONE

**Registered Agent**

Name & Address
GREENE, ROBERT B PRES 3109 DR. MARTIN LUTHER KING JR BLVD STE 550 TAMPA FL 33607 Name Changed: 01/19/2004 Address Changed: 01/19/2004

**Officer/Director Detail**

Name & Address	Title
GREENE, ROBERT B 3109 MARTIN LUTHER KING JR BLVD, STE 550	PRES

Florida Profit Corporation

G.L.E. ASSOCIATES, INC.

Filing Information

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FEI Number	592975164
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State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	07/09/2002
Event Effective Date	NONE

Principal Address

3109 DR. MARTIN LUTHER KING JR BLVD STE 550  
TAMPA FL 33607 US

Changed 05/29/2002

Mailing Address

3109 DR. MARTIN LUTHER KING JR BLVD STE 550  
TAMPA FL 33607 US

Changed 05/29/2002

Registered Agent Name & Address

GREENE, ROBERT B PRES  
3109 DR. MARTIN LUTHER KING JR BLVD STE 550  
TAMPA FL 33607 US

Name Changed: 01/19/2004

Address Changed: 01/19/2004

Officer/Director Detail

Name & Address

Title PDTS

GREENE, ROBERT B  
3109 MARTIN LUTHER KING JR BLVD, STE 550  
TAMPA FL 33607

Title VP

TURNER, R. QUINN

