

# Request for Qualifications (RFQ)



## **Professional Mechanical, Electrical and Plumbing Engineering Consulting Services Continuing Contract**

### **RFQ 261-2025**

RFP Released: March 25, 2024

Deadline for Questions\*: April 8, 2024

Proposals Due\*: 2:00 p.m. on April 25, 2024

Debbie Bates

Procurement Officer

Leon County Schools

Facilities and Construction Department

3420 West Tharpe Street, Suite 100

Tallahassee, Florida 32303

\*Timeline subject to change. Changes will be communicated through an addendum to this RFQ.

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## Part I – General Information

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Pursuant to Section 287.055, Florida Statutes (F.S.), and Rule 6A-2.0010, Florida Administrative Code (F.A.C.) the Leon County School Board (Board), is seeking Professional Mechanical, Electrical and Plumbing Engineering Consulting Services Continuing Contracts for projects with an estimated budget in accordance with the thresholds established in Florida Statute 287.055 (2)(g) and Leon County School policy 6320.02.

Prequalified Firms shall submit seven (7) bound Qualification Statements no later than **2:00 p.m. local time, on Thursday, April 25, 2024.** Bids may be mailed or hand-delivered. Bids submitted via fax or email will **not** be considered. The package must be clearly labeled on the outside as listed below:

RFQ 261-2025, Professional Mechanical, Electrical and Plumbing Engineering Consulting Services Continuing Contract

Attn: Debbie Bates, Procurement Officer, Leon County School Board, Facilities and Construction Department, 3420 West Tharpe Street, Tallahassee, Suite 100 Florida 32303

Public Opening: Thursday, April 25, 2024 at 2:00 p.m.  
Leon County School Board, Facilities and Construction Department  
3420 West Tharpe Street, Suite 100  
Tallahassee, Florida 32303

The Board is not responsible for the premature opening or a delay in the delivery of any solicitation package which is not properly marked. It is the Respondent's responsibility to assure its response is submitted at the place and time indicated in this solicitation. Any response which is not properly marked and delivered to the specified address, which results in its inadvertent premature opening or delayed receipt by the Board, may result in its rejection.

**CAUTION: Qualification Statements received at the designated office after the date and time specified for receipt will not be opened, evaluated, or considered for award.**

Instructions for completion and submission of the Qualifications Statement, and any subsequent changes and addendums may be obtained on DemandStar at <https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/> or the District's website <http://www.leonschools.net/Page/4233>.

Tentative Project Schedule (all times are Eastern Time):

|  |   |
|--|---|
| RFQ Advertisement:   | March 25, April 1, and April 8, 2024  |
| Questions Due:   | April 8, 2024 by 5:00 p.m.  |
| Anticipated Date for Answers to Questions:                                 | April 11, 2024  |
| Submittal Deadline:  | April 25, 2024 at 2:00 p.m.   |
| Recommendation to Superintendent:  | Shall be placed publicly on the Board agenda accessible on Leon County School Board Docs at <a href="http://www.boarddocs.com/fla/leon/Board.nsf/Public">http://www.boarddocs.com/fla/leon/Board.nsf/Public</a> . |
| Tentative Recommendation of Board Award:                                   | June 18, 2024   |
| Notification to Professional Mechanical, Electrical and Plumbing Engineer: | After Board approval  |

It is the responsibility of interested firms to periodically check the website. The Board bears no responsibility for any delays, or resulting impacts, associated with a prospective firm's failure to obtain the information made available through the website.

The Leon County School Board reserves the right to waive any technicalities in the selection process and to reject any or all qualification statements when such a waiver or rejection is in the best interest of the Leon County School Board.

The Board is an equal opportunity agency.

All public advertisements for projects are published in the Tallahassee Democrat.

Publish Dates: March 25, April 1, and April 8, 2024

### **Protest Procedures**

Per Section 120.57(3), F.S., a Notice of Intent to Protest or a Formal Written Protest must be filed with the Board's Purchasing Department within the timeframes established in Florida Statutes. Filings may be made physically at 3397 W. Tharpe Street, Tallahassee, Florida 32305, or via email to [bidprotests@leonschools.net](mailto:bidprotests@leonschools.net). Protests must be made in compliance with Rules 28-110.003 and 28-110.004, F.A.C. Filings received on a weekend, Board holiday, or after 5:00 p.m. will be filed the next business day.

Failure to file a protest within the time prescribed in Section 120.57(3), F.S., 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, F.S.

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## **Part II – Scope of Services**

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### **Project Scope**

The Board is seeking the most qualified Firm to provide Professional Mechanical, Electrical and Plumbing Engineering Consulting Services and work with the Department of Facilities and Construction to complete the projects. The Selected Firm shall be responsible for the successful, timely, and economical completion of the project.

The Leon County School Board continuing contracts provides that the Consultant will be available on an as-needed basis beginning on the date of approval by the Leon County School Board, of the Agreement or July 1, 2024, whichever date is later, and remain in effect until June 30, 2026. This Contract Agreement may be renewed for three (3) one-year renewal periods. Renewal of this Agreement shall be in writing and subject to the same terms and conditions of this Contract. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.

The Board will issue all building permits, certificates of occupancy, and provide building code inspections. The total estimated Construction Budget is to be determined.

### **Number of Awards**

The Leon County School Board anticipates the issuance of multiple Agreements as a result of this solicitation. The Leon County School Board, at its sole discretion, shall make this determination.

**No minimum amount of work is guaranteed under the contract resulting from this solicitation.**

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### **Part III –Qualifications Statement Procedures**

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1. This Part shall serve to provide interested Board-prequalified firms with specific information as to the Procedures for the Selection of Firms where the method of compensation is a Negotiated Fee depending upon the scope of services. Pursuant to Florida Statutes, Chapter 1013, Florida Statute Section 287.055, Florida Consultant's Competitive Negotiation Act (CCNA), and Florida Administrative Code (FAC), Rule 6A-2.0010,. Leon County Schools will consider the contracting of the most qualified firm to provide Professional Mechanical, Electrical and Plumbing Engineering Consulting services as outlined in the Scope of Services.
2. Interested firms must hold a Leon County School Board - Prequalification Certificate. Submittals for work from firms not prequalified at the time of submittal will be deemed nonresponsive and will not be considered. The Respondent shall submit copies of professional licenses from the appropriate State of Florida Board governing the services to show that the Respondent is registered in the State of Florida. Corporations must be registered with the Florida Department of the State at the time of submittal.
3. All questions concerning the RFQ or procedures to be followed should be directed by email to [batesd@leonschools.net](mailto:batesd@leonschools.net).

Respondents to this selection or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the posting of the notice of Board Decision, excluding Saturdays, Sundays and state holidays, any employee or officer of the Leon County School Board concerning any aspect of this solicitation, except in writing to the email [batesd@leonschools.net](mailto:batesd@leonschools.net). Violation of this provision may be grounds for rejecting a response as established in Section 287.057(23), F.S.

4. The selection process will consist of the following:
  - 1) Qualifications reviewed
  - 2) Award Recommendation
  - 3) Board Approval of Recommendation and Contract Award
5. The Qualification Statements received in response to this RFQ will be evaluated using the Qualification Statement Format provided in Part V.
6. Facilities and Construction will submit its recommendation to the Superintendent who shall take it to the Leon County School Board for review and approval.
7. The Leon County School Board, or its designee shall (when projects become available) engage to contact a firm for purposes of negotiating an Agreement for each project. In so doing, the Leon County School Board or its designee, shall determine and negotiate compensation that is fair, competitive, and reasonable for the services to be supplied. Contract negotiation shall be conducted in accordance with Florida Statute 287.055(5).
8. Solicitation Acknowledgement Form: The Solicitation Acknowledgement Form, (original copy provided as Attachment A) shall be completed as instructed. If a Respondent fails to submit a completed Acknowledgement Form with their response, the LCSB reserves the right to contact the vendor by telephone for submission of this document via mail. This right shall be exercised when the response has met all other requirements of the solicitation. In the event that a Respondent submits a response as a joint venture, each member of the joint venture must complete and sign a separate Acknowledgement Form.
9. Prohibition against Contingent Fees: The Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure this contract and that

it has not been paid or agreed to pay any person, company, corporation, individual, or Respondent, other than a bona fide employee working solely for the respondent 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 Leon County School Board shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. (Prohibition Against Contingent Fees form attached hereto and made a part hereof as Attachment B)

10. The costs incurred by interested firms in submitting its qualification package are considered an operational cost of the firm and shall not be passed or borne by the Leon County School Board under any circumstances. Leon County School Board accepts no responsibility for any expenses incurred by those firms offering their services to the Leon County School Board in the preparation of a response to either this Request for Qualifications or subsequent requests.
11. To demonstrate capability for performance of the required services, interested respondents must reply with copies of qualifications, past experience, and samples of brochures, material, etc., which support previous efforts of a similar nature. Information must also be furnished indicating the identification of the Construction Manager's team.
12. The Leon County School Board reserves the right to waive any minor irregularity in the selection process and to reject any or all responses.
13. Notwithstanding anything contained herein, the Leon County School Board may reject any proposals which, in the Leon County School Board sole opinion, contain inaccurate information.
14. Respondents are reminded of screening requirements the legislature enacted in Section 1012.467, F.S., referred to as the "Jessica Lunsford Act" (Sworn Statement attached hereto and made a part of as Attachment C).

Level 2 Screening Requirements:

The following provisions, which implement the requirements of School Board Policy 8475, Florida Statute Sections 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468 are included as additional terms and conditions of the contract:

Finger Printing and Background Check:

The respondent agrees to comply with all requirements of School Board Policy 8475 and Florida Statute Sections 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468 by certifying that all employees who are permitted access on school grounds when students are present have completed the mandatory background screenings as required by the referenced policy and statutes and shall provide the School Board with proof of compliance. These certifications will be provided to the Leon County School Board, Safety & Security Department in advance of the respondent providing any/all services as required herein. The respondent will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the School Board to maintain the fingerprints provided with respect to respondent and its employees. Respondent agrees to indemnify and hold harmless the School Board, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the Respondent's failure to comply with the requirements of these cited policies and statutes. The respondent will follow procedures for obtaining employees background screening as established by the Leon County School Board, Safety & Security Department.

Where: Leon County School Board Safety & Security Department

2757 W. Pensacola St.

Tallahassee, Florida 32304

When: Monday-Friday

8:00 a.m. – 5:00 p.m.

Point of Contact: Donald Kimbler 850-487-7293



LCSB Policy 8475 is subject to review and change. As a provision of this contract, if awarded, any changes made to this policy will automatically become a part of and be incorporated in this contract. It is the responsibility of the awardee(s) to be aware of any changes that may occur.

Reciprocity of Florida School I.D. Badges: If respondent has a Level II clearance registered with another Florida School Board, they may be able to obtain a Leon County School Board Vendor I.D. badge. Respondent should check with the Safety & Security Department Fingerprint Services office to verify clearance and obtain a Vendor I.D. badge.

Contact with Students: No employees or independent respondents, material men, suppliers or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School Board. Respondent shall be responsible for insuring compliance by all employees, independent respondents and sub-respondents or other persons involved in any manner with projects resulting from this proposal.

15. The Leon County School Board reserves the right to award a contract to the next most qualified Respondent, if an acceptable agreement cannot be negotiated with the highest-ranked Respondent.
16. The successful Firm shall not be discriminatory towards any person in accordance with federal, state and local law.
17. Conflict of Interest: The Respondent covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under the contract resulting from this selection. (Attached hereto and made a part hereof as Attachment D).
18. Debarment, Suspension, Ineligibility and Voluntary Exclusion: The Respondent agrees and certifies 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; and, that the Respondent shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction. The Respondent shall include the language of this section in all subcontracts or lower tier agreements executed to support the Respondent's work under this Solicitation. (Debarment, Suspension, Ineligibility and Voluntary Exclusion Form attached hereto and made a part hereof as Attachment E)
19. Public Entity Crimes: A Respondent, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid response on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a respondent, supplier, subcontractor , or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
20. Public Records Law: The Board takes its public records responsibilities, as provided under Chapter 119, F.S., and Article I, Section 24 of the Florida Constitution, very seriously. If the Respondent considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secret, or otherwise not subject to disclosure under Chapter 119, F.S., the Florida Constitution, or other authority, the Respondent must also simultaneously provide the Board with a separate redacted copy of its Statements and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Board's solicitation name, number, and the name of the Respondent

on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Board at the same time the Respondent submits its response to the selection and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret, or otherwise not subject to disclosure. Further, the Respondent shall protect, defend, and indemnify the Board for any and all claims arising from or relating to Respondent's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Respondent fails to submit a Redacted Copy with its Qualification Statements, the Board is authorized to produce the entire documents, data, or records submitted by the Respondent in answer to a public record request for these records. In no event shall the District, Board, or any of its employees or agents, be liable for disclosing, or otherwise failing to protect, the confidentiality of information submitted in response to this solicitation.

21. Local Purchasing Preference: Leon County School Board Policy 6450 Local Purchasing Preference does not apply to purchases or contracts for the procurement of professional services as defined in 287.055, F.S. "Consultants Competitive Negotiation Act."
22. Small Business Enterprise: Leon County School Board Policy 6327 Small Business Enterprise shall apply as follows: In solicitations where an award is to be made to the highest scored proposal based on evaluation factors in addition to price, the preference to the SBE is five (5) points, **provided the** SBE has been certified at least six months prior to the date in which the qualification statements are due.
23. Certification Regarding Scrutinized Companies List: The Respondent shall complete Attachment F, Certification Regarding Scrutinized Companies List, certifying that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), F.S., the selected Respondent shall agree that the Department may immediately terminate the contract resulting from this solicitation for cause if the selected Respondent is found to have submitted a false certification or if the selected Respondent is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract. (Attached hereto and made a part hereof as Attachment F).
24. Governing Law and Venue: All legal proceedings brought in connection with this agreement shall only be brought in a state or federal court located in the state of Florida. Venue in state court shall be in Leon County, Florida. Venue in federal court shall be in the United States District Court, Northern District of Florida, Tallahassee Division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.
25. Regardless of whether Respondent is selected for award or successfully obtains any contract for work under this Solicitation:
  - A. Upon receipt by the Board, all material submitted by Respondent in response to the Solicitation shall be and become property of the Board and shall be a public record, as that term is defined in Chapter 119, F.S.. Material

submitted in response to the Solicitation shall be subject to disclosure and production by the Board as a public record, upon request of any person entitled thereto, thirty (30) days following the opening of the response or when the notice of intended award is posted, whichever occurs first.

- B. Submittal of materials by Respondent (including, without limitation, financial, technical, proprietary, and pricing information) shall constitute its waiver of any right or claim of trade secret, copyright, confidentiality or privilege therein and of any right or claim of exemption from disclosure or reproduction of the materials by the Board as a public record.
- C. Respondent agrees and does by submittal of materials in response to this Solicitation, transfer, convey and assign to the Board, without charge, a perpetual, non-exclusive, unlimited license to use, reproduce, publish or disclose any and all information contained therein; including, but not limited to, the right of the Board to incorporate the materials in any solicitation, negotiation, contract, agreement, purchase order, task order or other document, regardless of whether Respondent is a party thereto.

26. All changes to the RFQ will be posted on DemandStar at <https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/> or the District's website <http://www.leonschools.net/Page/4233>. It is the prospective vendor's responsibility to periodically check the website. Leon County School Board bears no responsibility for any delays, or resulting impacts, associated with a prospective vendor's failure to obtain the information made available through the website.
27. Post Project evaluations shall be conducted in accordance with School Board Policy 6321, Construction of Educational Facilities.
28. As of January 1, 2021, pursuant to Section 448.095, F.S., the Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision. (Attached hereto and made a part hereof as Attachment G).
29. Tie Bid: In accordance with Section 287.087, F.S., tie bid preference shall be awarded to Respondents with Drug-Free Work Place programs. Whenever two or more are equal with regard to price, quality, and service, a response received from a business that certifies that it has implemented a Drug-Free Work Place, program shall be given preference in the award process. In the event both Respondents have a Drug-Free Work Place, preference shall be awarded to the SBE certified firm as specified in School Board Policy 6327. If both Respondents meet all requirements, according to standard purchasing practice, the Contract Administrator or designee will flip a coin to break the tie. Respondent's company name closest to the letter "A" will be assigned heads in the coin toss. If applicable, the Respondent shall sign and submit the Drug-Free Workplace Certification to certify that the Respondent has a drug-free workplace program. (Attached hereto and made a part hereof as Attachment H).
30. Florida Lumber: In accordance with Section 255.2575(4)(a), F.S. contractors must use lumber, timber, and other forest products manufactured in Florida, if wood is a component of the public work, and if such products are available and their price, fitness, and quality are equal. This requirement does not apply to plywood specified for monolithic concrete forms, if the structural or service requirements for timber for a particular job cannot be supplied by native species or if construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacturer.

31. Purchases by other public agencies: With the consent and agreement of the Mechanical, Electrical and Plumbing Engineer Continuing Contracts named herein, purchases may be made under this agreement by other governmental agencies by the same pricing, terms and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

32. Truth –In-Negotiation: The selection of professional service providers for construction projects policy set forth in Leon County School Board policy 6330 B. (8) shall apply as follows: For any lump-sum or cost-plus-a-fixed-fee professional service contract over \$175,000, the District shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within one (1) year following the end of the contract. (Attached hereto and made a part hereof as Attachment I).

33. Community Involvement and Enrichment

Leon County Schools is committed to enriching our community through quality education and preparing our students for future employment opportunities. In addition to the County’s public schools, we also support adult students attending Lively Technical College and the Adult & Community Education Center. We are interested in contracting with vendors who share the desire to engage with local stakeholders and promote economic self-sufficiency through community-focused training, apprenticeships, externships, job shadowing, and other work-based programming. The Vendor’s programs should create social value and expand vocational opportunities, especially to disadvantaged groups.

Vendors should include their approach to community enrichment, including any programs specifically related to the goods or services sought in this solicitation, with their Response. Any program or service proposed shall be provided at no additional cost to the Board and shall become part of the resulting Contract.

For more information on current vocational, technical, and work-based programs in Leon County Schools, please visit <https://www.livelytech.com/all-programs/>. Please note, while the Board encourages the inclusion of Leon County Schools students in community involvement programs, it is not required for your program or service to be considered.

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#### **Part IV – Qualification Statement Guidelines**

1. To facilitate analysis of its qualifications package, the Respondent shall prepare its qualifications package in accordance with the instructions outlined in this Request.

If the Respondent's qualifications package deviates from these instructions, such qualifications package may, in the Leon County School Board's sole discretion, be rejected.

2. The Leon County School Board emphasizes that the Respondent concentrate on accuracy, completeness, and clarity of content.
3. To the greatest extent possible, each section shall be written on a standalone basis so that its contents may be evaluated with a minimum of cross referencing to other sections of the qualifications package. Information required for evaluation of qualifications, which is not found in its designated section, will be assumed to have been omitted from the qualifications package.
4. All responses to this Request for Qualifications (RFQ) must be presented as indicated in the "Qualifications Statement Format" in Part V and shall not exceed **60 pages** (including any tables, organization, project team charts and/or pictures). Submittal items in Section 7 **will not be counted** in the **60-page limit**.
5. Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point font or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.
6. Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules and plans. These displays shall be uncomplicated, legible, and shall not exceed 11 x 17 inches. Foldout pages shall fold entirely within the section, and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics; and not for pages of text.
7. All sections of the qualifications package should be bound, with section tabs, which shall permit the qualifications package to lie flat when opened. Staples shall not be used.

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## **Part V - Qualification Statement Format**

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The following format is intended to provide the Evaluation Team with a uniform and consistent format for reviewing and evaluating the qualifications of each interested respondent. Interested respondents must respond to each item and complete the applicable information, provide copies of requested licenses, certificates, checklists, and other requested documentation within each section as indicated below.

The Evaluation Team shall review the Qualification Statements for compliance with the requirements and provide an objective evaluation of all responsive Respondents. The Team's evaluation shall be based on of the specific Project needs and the professional services offered by each Respondent, as stated in the Qualification Statement. The Qualification Statements will be reviewed based upon the criterion and scoring as provided in the RFQ.

Provide the requested information in the format outlined below;

### **Cover Sheet (non-scored)**

#### **A. Provide a cover sheet indicating the following;**

1. Respondent Name
2. Request for Qualifications #: RFQ 261-2025
3. Project Title: Professional Mechanical, Electrical and Plumbing Engineering Consulting Services Continuing Contract,
4. Submittal date and time as indicated in Part II – Scope of Services

### **Section 1 - Introduction**

#### **A. Executive Summary (5 Points)**

Provide a brief profile of the responding respondent not to exceed one (1) single-sided page, including the following information;

1. a brief history of the company and location,
2. corporate structure,
3. ownership interest,
4. length of company's existence
5. project team location,
6. distance project team is from the LCS Project Site and the Division of Facilities & Construction Office.

#### **B. Table of Contents**

Provide a Table of Contents indicating each required section and formatted in the order provided.

#### **C. Introductory Narrative**

Provide a brief introductory narrative summarizing the Firm's Qualification Statements and highlighting the Firm's overall qualifications and what differentiates it from other firms.

### **Section 2 - Experience and Past Performance**

#### **A. Related Project Experience (15 Points)**

List three (3) **K-12 Educational Facilities** projects your firm has provided/is providing Professional Mechanical, Electrical and Plumbing Engineering Consulting Services similar in scope . In no case shall fewer than three (3) **K-12 Educational Facilities** projects be submitted. Firms submitting fewer than three (3) **K-12 Educational Facilities** projects will be deemed nonresponsive and rejected. In determining which projects are more related, consider: related size and complexity; how many members of the proposed team worked on the listed project; and how recently the project was completed. List the projects in priority order, with the most related project listed first. For each of the listed projects, provide the following information:

1. Name and location of the project.
2. Project Owner's representative name, address and phone number.
3. The name, address and telephone number of the project architect.
4. Size of project - gross area of construction, number of facilities, etc.
5. Owners Construction Budget.
6. Negotiated Fee.
7. Final construction value and cost per square foot.
8. Indicate the number of change orders on the project and include the following detail;
  - a. Change order increase/decrease amount
  - b. Reason for change order (owner driven / error or omission, or other)
9. Contracted substantial and final completion dates.
10. Actual substantial completion and final completion dates. (if the project is not complete, indicate the percent complete and whether or not it is on schedule)
11. Project type - new construction, addition, remodeling, renovation or re-use
12. Job duties and responsibilities
13. Present project status, including the percentage of completion.
14. Listing of Project Manager and other key professionals and personnel assigned to this Project.

### **Section 3 – Project Team**

Describe the proposed organizational structure for this project, indicating key personnel and their relationship to this project and other team members.

#### **A. Office Staff (10 Points)**

Describe the general and specific project-related capability of the office staff and indicate the adequate depth and abilities of the organization which the Respondent can draw upon as needed. This will include management, technical, and support staff. Give brief resumes of key persons to be assigned to the project including the following information.

1. Name and title
2. Current job assignment for other projects
3. Percentage of time to be assigned to this project
4. How many years with this respondent
5. How many years with other firms
6. Experience
  - a. Types of projects
  - b. Size of projects (dollar value square footage of project)
  - c. What were the specific project involvements?
  - d. Education
  - e. Active registration
  - f. Other experience and qualifications that are relevant to this project

#### **B. Project Staff (10 Points)** Describe the ability and experience of staff with specific attention to project related experience. Give brief resumes of key persons to be assigned to the project including the following information.

1. Name and title
2. Current job assignment for other projects
3. Percentage of time to be assigned to this project
4. How many years with this Respondent

5. How many years with other firms
6. Experience, including:
  - a. Types of projects
  - b. Size of projects (dollar value and gross building area of project)
  - c. What were the specific project involvements?
  - d. Education
  - e. Active registration
  - f. Other experience and qualifications that are relevant to this project

**C. Technical Services Capability (10 Points)**

1. Describe the capabilities of your staff to provide the technical services required for:
  - a. Option analysis/value engineering
  - b. Design review and construction analysis
  - c. Budget estimating
  - d. Life cycle cost analysis
  - e. Construction Scheduling
  - f. Quality Control (Design and Construction)
  - g. Cost control
  - h. Change Order negotiation
  - i. Claims management
  - j. Project close-out
  - k. Transition planning

**D. Organizational Chart (10 Points)**

1. Develop a chart of individual staff members to be assigned responsibilities. Show the organizational chart as it relates to the project indicating key personnel and their relationship. It should be understood that it is the intent of the Leon County School Board to insist that those indicated as the project team in the RFQ response actually executes the project.

**Section 4 – Project Approach and Scheduling Methodology**

**A. Project Approach (10 points)**

Explain the Firm's approach to task management including quality assurance, cost control, and reporting to the Owner's Representative and Project Management Team, specifically covering:

1. The Respondent shall present a plan setting forth the approach and program for implementing and carrying-out construction management services to include: information management systems, document control, records management, procurement of equipment and supplies, engaging local contractors to participate in bidding of project, project status reporting and project administrative services.
2. The Respondent shall describe how the proposed organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, and accountability.
3. Detail the Firm's ability to adhere to scope and schedule in effort to ensure the success of the Project.

**B. Scheduling (15 points)**

Estimated Schedule for Performance of the Consultant's services upon Board approval of Short Form Agreement (include approximate commencement date and appropriate substantial completion date);



**C. Small Business Participation (10 points)**

Describe how the respondent will solicit and utilize small business participation in consultants. Set forth the amount of participation for past projects.

**Section 5 – Draft Contract, Miscellaneous Information and Addenda (non-scored)**

All exceptions to the attached Leon County School draft “Agreement Between Owner and Mechanical, Electrical and Plumbing Engineer” must be included in this section. If exceptions to the contract are not included in the submittal, it will be the Leon County School Board understanding that your Respondent will accept the contract as presented in this Request for Qualifications. Any and all addenda shall be acknowledged in this section.

**Section 6 – Qualifications Statement Checklist (non-scored)**

Complete and include a copy of the Qualifications Statement Checklist from Part VI of this package.

**Section 7 – Attachments (non-scored)**

Complete and include the following: Attachments A, B, C, D, E, F, G, H and I signature documents to be submitted with the Qualifications Statement.

- Attachment A – Acknowledgement Form
- Attachment B – Prohibition Against Contingency Fees Form
- Attachment C – Sworn Statement –Jessica Lunsford Act Form
- Attachment D – Conflict of Interest Disclosure Form
- Attachment E – Debarment Question and Answer and Debarment Form
- Attachment F – Certification Regarding Scrutinized Companies List
- Attachment G – E-Verify Affidavit
- Attachment H – Drug-Free Workplace Certification
- Attachment I – Truth –In-Negotiation
- Exhibit 1 – Draft Copy – “Agreement Between Owner and Mechanical, Electrical and Plumbing Engineer”

**Section 8 – Executive Summary (non-scored)**

**Section 9 – Small Business Enterprise (5 Points)**

In solicitations where an award is to be made to the highest scored proposal based on evaluation factors in addition to price, the preference to the SBE is five (5) points, provided the SBE has been certified at least six months prior to the date in which the qualification statements are due.

**Section 10 – Community Involvement and Enrichment (5 Points)**

Leon County Schools is committed to enriching our community through quality education and preparing our students for future employment opportunities. In addition to the County’s public schools, we also support adult students attending Lively Technical College and the Adult & Community Education Center. We are interested in contracting with vendors who share the desire to engage with local stakeholders and promote economic self-sufficiency through community-focused training, apprenticeships, externships, job shadowing, and other work-based programming. The Vendor’s programs should create social value and expand vocational opportunities, especially to disadvantaged groups.

Vendors should include their approach to community enrichment, including any programs specifically related to the goods or services sought in this solicitation, with their Response. Any program or service proposed shall be provided at no additional cost to the Board and shall become part of the resulting Contract.

For more information on current vocational, technical, and work-based programs in Leon County Schools, please visit <https://www.livelytech.com/all-programs/>. Please note, while the Board encourages the inclusion of Leon County Schools students in community involvement programs, it is not required for your program or service to be considered.

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## **Part VI– Checklist and Scoring Summary**

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|                    |  |                     |
|--------------------|--|---------------------|
| <b>Cover Sheet</b> |  | <b>(non-scored)</b> |
| <b>Section 1</b>   | <b>Introduction</b>                    | <b>5 Points</b>     |
|                    | Executive Summary                      |                     |
|                    | Table of Contents                      |                     |
|                    | Introductory Narrative                 |                     |
| <b>Section 2</b>   | <b>Experience and Past Performance</b> |                     |
|                    | Related project experience             | <b>15 Points</b>    |
| <b>Section 3</b>   | <b>Project Team</b>                    |                     |
|                    | Office Staff                           | <b>10 Points</b>    |
|                    | Project Site Staff                     | <b>10 Points</b>    |
|                    | Technical Services Capability          | <b>10 Points</b>    |
|                    | Organizational Chart                   | <b>10 Points</b>    |

|                   |   |                     |
|-------------------|---|---------------------|
| <b>Section 4</b>  | <b>Project Approach and Scheduling Methodology</b>  |                     |
|                   | Project Approach  | <b>10 Points</b>    |
|                   | Scheduling  | <b>15 Points</b>    |
|                   | Small Business Participation Describe how the firm will solicit and utilize small business participation in sub contracts.  | <b>10 Points</b>    |
| <b>Section 5</b>  | <b>Draft Contract, Miscellaneous Information and Addenda</b>  | <b>(non-scored)</b> |
| <b>Section 6</b>  | <b>Qualifications Statement Checklist</b>   | <b>(non-scored)</b> |
| <b>Section 7</b>  | <b>Attachments</b>  | <b>(non-scored)</b> |
|                   | Attachment A Acknowledgement Form   |                     |
|                   | Attachment B Prohibition Against Contingency Fees Form  |                     |
|                   | Attachment C Sworn Statement –Jessica Lunsford Act Form   |                     |
|                   | Attachment D Conflict of Interest Disclosure Form   |                     |
|                   | Attachment E Debarment Question and Answer and Debarment Form   |                     |
|                   | Attachment F Certification Regarding Scrutinized Companies List   |                     |
|                   | Attachment G E-Verify Affidavit   |                     |
|                   | Attachment H Drug-Free Workplace Certification  |                     |
|                   | Attachment I Truth –In-Negotiation  |                     |
|                   | Exhibit 1 Draft Copy – Agreement Between Owner and Mechanical, Electrical and Plumbing Engineer   |                     |
| <b>Section 8</b>  | <b>Executive Summary</b>  | <b>(non-scored)</b> |
| <b>Section 9</b>  | <b>Small Business Enterprise</b> In solicitations where an award is to be made to the highest scored proposal based on evaluation factors in addition to price, the preference to the SBE is five (5) points, <b>provided</b> the SBE has been certified at least six months prior to the date in which the qualification statements are due. | <b>5 Points</b>     |
| <b>Section 10</b> | <b>Community Involvement and Enrichment</b>   | <b>5 Points</b>     |
|                   | To what extent does the Vendor’s community involvement promote employment opportunities and work-based programs for local stakeholders  |                     |

Each response will be evaluated and scored by the Evaluation Team members based on the criteria listed above. Scores for Small Business Enterprise will be provided to the committee members by the Leon County School Board Procurement Officer. The response’s total score will be the sum of the points for each criterion. The response’s total scores for each committee member will then be ranked. The rankings from each committee member will be totaled for a final ranking for contract award.

## **Part VIII - Attachments & Exhibit**

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The following pages include the applicable Attachments and Exhibit for the Qualification Statement.

|              |   |
|--------------|---|
| Attachment A | – Acknowledgement Form  |
| Attachment B | – Prohibition Against Contingency Fees Form   |
| Attachment C | – Sworn Statement –Jessica Lunsford Act Form  |
| Attachment D | – Conflict of Interest Disclosure Form  |
| Attachment E | – Debarment Question and Answer and Debarment Form  |
| Attachment F | – Certification Regarding Scrutinized Companies List                                      |
| Attachment G | – E-Verify Affidavit  |
| Attachment H | – Drug-Free Workplace Certification   |
| Attachment I | – Truth –In-Negotiation   |
| Exhibit 1    | – Draft Copy – “Agreement Between Owner and Mechanical, Electrical and Plumbing Engineer” |

**ATTACHMENT A**



**LEON COUNTY SCHOOL BOARD  
REQUEST FOR STATEMENTS OF QUALIFICATION  
PROFESSIONAL SERVICES**

|  |  |                                       |  |
|--|--|---------------------------------------|--|
|  |  |                                       |  |
| <b>Request for Qualifications Title:</b>   |  | <b>Request for Qualifications No:</b> |  |
| Professional Mechanical, Electrical and Plumbing Engineering Consulting Services Continuing Contract   |  | RFQ 261-2025                          |  |
| <b>Submittal Deadline:</b> @ 2:00 p.m. on Thursday, April 25, 2024   |  |                                       |  |
| <b>Legal Name of Respondent as registered with the Department of State, Division of Corporations (including any DBA):</b>  |  |                                       |  |
| <b>Respondent Mailing Address:</b>   |  |                                       |  |
| <b>City – State – Zip:</b>   |  |                                       |  |
| <b>Phone Number:</b>   |  |                                       |  |
| <b>Fax Number:</b>   |  |                                       |  |
| <b>Email Address:</b>  |  |                                       |  |
| <b>Federal Employer’s Identification Number (FEID) No.:</b>  |  |                                       |  |
| <b>Type of Business Entity (Corporation, LLC, Partnership, etc.):</b>  |  |                                       |  |
|  |  |                                       |  |
| <b>Respondent Contacts:</b> Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the Request for Qualifications schedule. |  |                                       |  |
| <b>Primary Contact:</b>  |  | <b>Secondary Contact:</b>             |  |
| Name, Title:   |  | Name, Title:                          |  |
| Address:   |  | Address:                              |  |
| Phone Number:  |  | Phone Number:                         |  |
| Fax Number:  |  | Fax Number:                           |  |
| Email Address:   |  | Email Address:                        |  |

Form shall be submitted with the respondents Qualification Statement

**ATTACHMENT B**

**PROHIBITION AGAINST CONTINGENT FEES**

In accordance with Section 287.055(6)(a), F.S. the following statement duly signed and notarized, must be included in each proposal:

The respondent, \_\_\_\_\_, warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or respondent, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement.

Signature: \_\_\_\_\_

Type or Print name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of authorized representative) as \_\_\_\_\_ (position title) for \_\_\_\_\_ (company name).

\_\_\_\_\_  
Notary Signature

(NOTARY SEAL)

\_\_\_\_\_  
Name of Notary (Typed, Printed, or Stamped)

Personally Known ☐ **OR** Produced Identification ☐ Type of Identification \_\_\_\_\_

ATTACHMENT C



SWORN STATEMENT – NEW CONTRACTS SWORN STATEMENT  
PURSUANT TO SECTION 1012.465, FLORIDA STATUTES AS  
AMENDED BY  
HB 1877, THE JESSICA LUNSFORD ACT

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF  
A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to The Leon County School Board, (*hereinafter "Board" or "School Board"*) by \_\_\_\_\_  
(*Print individual's name and title*)  
for \_\_\_\_\_  
(*Print name of entity submitting sworn statement*)  
whose business address \_\_\_\_\_  
is \_\_\_\_\_  
and its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
*If the entity has no FEIN, include the Social Security Number (SSN) of the individual signing this sworn statement and so indicate.*
2. I, \_\_\_\_\_ am duly authorized to make this sworn statement  
(*Print individual's name and title*)  
on behalf of: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(*Print name of entity submitting sworn statement*)
3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (*hereinafter "The Act" or "Act"*) was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.
4. I understand that the Act amends the background screening requirements of section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or **"contractual personnel"** by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass "level 2 background screening," and further I understand the Act defines **"contractual personnel"** to include any vendor, individual, or entity under contract with the Board.
5. I understand that pursuant to section 1012.465, Florida Statutes as amended by the Act, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes.

6. I understand that as \_\_\_\_\_ (eg. a charter bus company)  
(Type of entity)  
all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet Level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with the School Board.
7. I understand that "level 2 screening requirements" as defined in sections 1012.32 and 435.04, Florida Statutes means that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.
8. I understand that the School Board has implemented Board Policy 2.021 to comply with level 2 screening requirements, as defined in sections 1012.32 and 435.04, Florida Statutes. I understand that my company must comply with these local procedures as they are developed or amended from time to time.
9. I understand that any costs and fees associated with the required background screening will be borne by my company.
10. I understand that any personnel of the respondent found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), **shall not be permitted** to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds.
11. I understand that the failure of any of the company's or my affected personnel to meet level 2 screening standards as required by section 1012.465, Florida Statutes, may disqualify my company from doing business with the School Board.
12. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, AND 435.04 OF THE FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE LEON COUNTY SCHOOL BOARD, ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, AND 435.04, FLORIDA STATUTES.

\_\_\_\_\_  
(Signature)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of authorized representative) as \_\_\_\_\_ (position title) for \_\_\_\_\_ (company name).

\_\_\_\_\_  
Notary Signature

(NOTARY SEAL)

\_\_\_\_\_  
Name of Notary (Typed, Printed, or Stamped)

Personally Known ☐ OR Produced Identification ☐ Type of Identification \_\_\_\_\_

**ATTACHMENT D**

**CONFLICT OF INTEREST DISCLOSURE FORM**

1. **I HEREBY CERTIFY** that \_\_\_\_\_ am the  
(Print Name)

\_\_\_\_\_ and the duly authorized representative of the Respondent  
(Title)

whose address is \_\_\_\_\_, and that I possess the legal authority to make this affidavit on behalf of myself and the Respondent for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the Respondent have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project;
3. This proposal is made without understanding, agreement, or connection with any corporation, Respondent, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

**EXCEPTIONS (List)**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Respondent Name: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of authorized representative) as \_\_\_\_\_ (position title) for \_\_\_\_\_ (company name).

\_\_\_\_\_  
Notary Signature

(NOTARY SEAL)

\_\_\_\_\_  
Name of Notary (Typed, Printed, or Stamped)

Personally Known ☐ **OR** Produced Identification ☐ Type of Identification \_\_\_\_\_



## **ATTACHMENT E**

### **FREQUENTLY ASKED QUESTIONS ABOUT DEBARMENT**

#### **What is “Debarment, Suspension, Ineligibility, and Voluntary Exclusion”?**

These terms refer to the status of a person that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must:

- Have had a contract or grant with a federal agency, and
- Have gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency
- Generally, this process occurs where you, the respondent, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

#### **Why am I required to sign this certification?**

You are requesting a contract with Leon County School Board. Federal law (Executive Order 12549) requires Leon County School Board to ensure that persons or companies that contract with Leon County School Board are not prohibited from having federal contracts.

#### **What is Executive Order 12549?**

Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President of the United States and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants.

#### **What does the word “proposal” mean when referred to in this certification?**

Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Leon County School Board.

#### **What or who is “lower tier participant”?**

Lower tier participant means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Leon County School Board, OR any subcontractor of a contract with Leon County School Board. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

#### **What is a covered transaction when referred to in this certification?**

Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or received money from Leon County School Board. Covered Transaction does not include mandatory entitlements and individual benefits.

|   |  |                         |                            |
|---|--|-------------------------|----------------------------|
| NAME  |  | DOING BUSINESS AS (DBA) |                            |
| STREET ADDRESS  |  | CITY, STATE, ZIP CODE   | FEDERAL EMPLOYER ID NUMBER |
| This certification is submitted as part of a request to contract. The applicable Procurement or Solicitation Number, if any, is _____   |  |                         |                            |
| <b>Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- -Lower Tier Covered Transactions</b>  |  |                         |                            |
| <b>READ CAREFULLY BEFORE SIGNING THE CERTIFICATION.</b> Federal regulations require respondents and respondents to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.   |  |                         |                            |
| <ol style="list-style-type: none"> <li>1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.</li> <li>2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.</li> <li>3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.</li> <li>4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal and voluntarily excluded as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.</li> <li>5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, I shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.</li> <li>6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- -Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.</li> <li>7. A participant in a covered transition may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the LIST of Parties Excluded from Federal Procurement and Nonprocurement Programs.</li> <li>8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.</li> <li>9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.</li> </ol> |  |                         |                            |
| <b>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- - Lower Tier Covered Transactions</b>  |  |                         |                            |
| <ol style="list-style-type: none"> <li>1. The prospective lower tier participant certifies, by submission of this proposal, 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.</li> <li>2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.</li> </ol>   |  |                         |                            |
| RESPONDENT OR RESPONDENT SIGNATURE  |  |                         | DATE                       |
| PRINT NAME AND TITLE  |  |                         |                            |

## ATTACHMENT F

### CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Name: \_\_\_\_\_  
Respondent's Authorized Representative  
Name \_\_\_\_\_  
Respondent's Authorized Representative  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State Zip Code \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Respondent FEIN \_\_\_\_\_  
Email Address: \_\_\_\_\_

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

#### Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: \_\_\_\_\_, who is  
authorized to sign on behalf of the above referenced company.

Authorized Signature: \_\_\_\_\_  
Print Name and Title: \_\_\_\_\_

**ATTACHMENT G  
E-VERIFY AFFIDAVIT**

- A. Pursuant to Section 448.095, F.S., the Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision.
- B. Subcontractors:
1. The Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
  2. Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, F.S.
  3. Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services.
- D. It is the responsibility of the Contractor to insure compliance with the E-verify requirements, as applicable. To enroll in E-Verify, employers should visit the E-Verify website at <http://www.uscis.gov/e-verify> and follow the instructions. The employer must retain the I-9 Forms for inspection. By affixing an authorized signature below, the Firm is hereby affirming that it will comply with E-Verify requirements throughout the term of the resulting Contract.

|  |  |
|--|--|
| Federal Employer Identification Number (FEIN): |  |
| Name:  |  |
| Address:                                       |  |
| Signature of Affiant                           |  |
| Printed Name                                   |  |
| Date   |  |

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of authorized representative) as \_\_\_\_\_ (position title) for \_\_\_\_\_ (company name).

\_\_\_\_\_  
Notary Signature

(NOTARY SEAL)

\_\_\_\_\_  
Name of Notary (Typed, Printed, or Stamped)

Personally Known ☐ **OR** Produced Identification ☐ Type of Identification \_\_\_\_\_

**ATTACHMENT H**  
**DRUG FREE WORK PLACE CERTIFICATION**

Preference shall be given to Respondents submitting a certification with their bids/response certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. Whenever two or more responses that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids/responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against the employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, F.S., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation, in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Firm Name: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_

Authorized Representative Name: \_\_\_\_\_

Authorized Representative Title: \_\_\_\_\_

ATTACHMENT I

TRUTH-IN-NEGOTIATION CERTIFICATE

I, \_\_\_\_\_, the \_\_\_\_\_  
(Name) (Title)

of \_\_\_\_\_ hereby certify that wage rates and other factual unit costs supporting the compensation to be paid under Leon County School Board Contract for **Continuing Contracts RFQ 261-2025**, are accurate, complete, and current as of the date of execution of the above mentioned Contract.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

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

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

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

EXHIBIT 1

Draft Copy – “Agreement Between Owner and Mechanical, Electrical and Plumbing Engineer”

# DRAFT AIA® Document B101™ – 2017

## ***Standard Form of Agreement Between Owner and Mechanical, Electrical and Plumbing Engineer***

AGREEMENT made as of the 1<sup>st</sup> day of July in the year 2024

BETWEEN the Mechanical, Electrical, Plumbing Engineer client identified as the Owner:

Leon County School Board  
2757 W. Pensacola Street  
Tallahassee, Florida 32304

and the Mechanical, Electrical, Plumbing Engineer:

TBD  
Firm  
Address  
City, State Zip Code  
Phone Number

for the following Project:

Blanket Mechanical, Electrical, Plumbing Engineering Consulting Services for Minor Projects Various site locations in Leon County, Florida as requested by the Leon County School Board Construction Staff

The Leon County School Board (Owner) to implement various Mechanical, Electrical, Plumbing Engineering Consulting services projects as defined in a Short Form Agreement, which becomes a part of this Contract. Projects shall include, but not be limited to: consultations, feasibility studies, new construction, repairs, renovations, alterations, and remodeling

The Owner and Architect agree as follows.

### Term

This Agreement shall begin on the date of Board approval of the Agreement of July 1, 2024, whichever date is later, and remain in effect until June 30, 2026, inclusive. This Agreement may be renewed for three (3) one-year renewal periods. Renewal of this Agreement shall be in writing and subject to the same terms and conditions of this Agreement. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.

**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.

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

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

§ 1.1.1 The Owner's program for the Project:

**Scope of Work:** To be determined upon assigned project and described in a Short Form Agreement as part of this Blanket Contract.

Total Estimated Construction Budget TBD.

**Owner's designated representatives:** Danny Allbritton, Director of Construction, Project Coordinator(s) and Inspector(s) as assigned Leon County School Board Maintenance Department personnel, as applicable for various mechanical, electrical and plumbing (MEP) and other miscellaneous items; ADA Coordinator, as applicable; Tallahassee Police Department, as applicable; Tallahassee Fire Department; as applicable; School Principal/Facilities personnel, as applicable; and Director of Nutrition Services, as applicable..

**Financial:** Capital Outlay Budget for projects as approved by the Board, including any budget amendments. Other funding as approved (i.e. Half-Penny Sales Tax).

**Schedule:** To be determined after the design documents have been developed.

**Employee's Rates:** List of Employees and their rates to be included in the proposal submitted to the Owner for review and approval to submit for Board approval.

§ 1.1.2 The Project's physical characteristics:

Blanket Mechanical, Electrical, Plumbing Engineering Consulting Services for Minor Projects

Various site locations in Leon County, Florida as requested by the Leon County School Board Construction Staff

The Leon County School Board (Owner) to implement various Mechanical, Electrical, Plumbing Engineering Consulting services projects as defined in a Short Form Agreement, which becomes a part of this Contract. Projects shall include, but not be limited to: consultations, feasibility studies, new construction, repairs, renovations, alterations, and remodeling

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

TBD

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

TBD

- .2 Construction commencement date:

TBD

- .3 Substantial Completion date or dates:

TBD

- .4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

Construction Manager at Risk Services using the Consultant's Competitive Negotiations Act process and recommendation to the board to begin negotiations.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

If there is any energy, or environmental, or historic preservation issues they are to be handled accordingly to the requirements set forth in any local laws, ordinances, statutes, or other legal documents and information presented by the agencies or Owner.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

| Name             | Title                            | Address  | Phone Number |
|------------------|----------------------------------|--|--------------|
| Danny Allbritton | Director of Construction         | 3420 West Tharpe Street, Suite 100<br>Tallahassee, Florida 32303 | 850-617-5900 |
| Rod McQueen      | Certified Building Official      | 3420 West Tharpe Street, Suite 100<br>Tallahassee, Florida 32303 | 850-617-1838 |
| To Be Assigned   | Project Coordinator              | 3420 West Tharpe Street, Suite 100<br>Tallahassee, Florida 32303 | 850-617-5900 |
| To Be Assigned   | Leon County Schools<br>Inspector | 3420 West Tharpe Street, Suite 100<br>Tallahassee, Florida 32303 | 850-617-1838 |

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

Not Applicable

§ 1.1.9 The Owner shall retain the following consultants and contractors:

- .1 Geotechnical Engineer:
- .2 Construction Materials Testing:
- .3 Test and Balance

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

| Name | Title | Address | Phone Number |
|------|-------|---------|--------------|
|      |       |         |              |
|      |       |         |              |
|      |       |         |              |
|      |       |         |              |

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:  
**TBD**
- .2 Mechanical Engineer:  
**TBD**

§ 1.1.11.2 Consultants retained under Supplemental Services:

- .1 Structural Engineer:  
**TBD**
- .2 Mechanical Engineer:  
**TBD**
- .3 Geotechnical Engineering  
**TBD**
- .4 Civil Engineering and Landscape Design:  
**TBD**
- .5 Topographic Survey:  
**TBD**
- .6 Hazardous material design and monitoring  
**TBD**

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.1.12.1 LEVEL 2 SCREENING REQUIREMENTS:

The following provisions which implement the requirements of Leon County School Board Policy 8475, Florida Statute Sections 1012.315, 1012.32, 1012.465 (Jessica Lundsford Act), 1012.467 and 1012.468 are included as additional terms and conditions of the contract:

**FINGER PRINTING AND BACKGROUND CHECK:** The vendor/contractor agrees to comply with all requirements of Board Policy 8475 and Florida State Statutes Sections 1012.315, 1012.32, 1012.465 (Jessica Lundsford Act), 1012.467 and 1012.468 by certifying that any/all employees have completed the mandatory background screenings as required by the referenced policy and statutes and shall provide the School Board with proof of compliance. These certifications will be provided to the Leon County School Board, Safety & Security Department in advance of vendor/contractor providing any/all services required herein. The vendor/contractor will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the District to maintain the fingerprints provided with respect to vendor/contractor and its employees. Contractor agrees to indemnify and hold harmless the School Board, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the Contractor's failure to comply with the requirements of these cited policies and statutes. The vendor/contractor will follow procedures for obtaining employees background screening as established by the Leon County School Board, Safety & Security Department.

**Where:** Leon County School Board – Safety & Security Department.  
2757 W. Pensacola Street  
Tallahassee, Florida 32304

**When:** Monday – Friday  
8:00 a.m. – 5:00 p.m.

**Point of Contact:** Donald Kimbler @ 850-487-7293

#### § 1.1.12.2 APPROPRIATE SIGNATURE BLOCK ON DRAWINGS:

**Schematics:** Danny Allbritton, Director of Facilities and Construction; Martha Chauncey, Capital Outlay Specialist; Principal of School; assigned Project Coordinator and Butch Watkins, Director of Maintenance.

**80% Construction Documents:** Danny Allbritton, Director of Facilities and Construction; Martha Chauncey, Capital Outlay Specialist; Principal of School; assigned Project Coordinator and Butch Watkins, Director of Maintenance.

**100% Construction Documents:** Danny Allbritton, Director of Facilities and Construction; Martha Chauncey, Capital Outlay Specialist; Director of Schools (applicable school); Director of Nutrition Services; Director of Safety & Security; Director of Transportation (if applicable); Principal of School; assigned Project Coordinator, Butch Watkins, Director of Maintenance; and Fire Inspector (if applicable).

§ 1.1.12.3 **Truth –In-Negotiation:** The selection of professional service providers for construction projects policy set forth in Leon County School Board policy 6330 B. (8) shall apply as follows: For any lump-sum or cost-plus-a-fixed-fee professional service contract over \$175,000, the District shall require the firm receiving the award to execute a truth in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within one (1) year following the end of the contract.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 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.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement.

### § 2.5.1 General Liability

Commercial General Liability on an 'occurrence' basis, including:

Bodily Injury – One Million and no/100 US Dollars (\$1,000,000.00) each occurrence

Property Liability – One Million and no/100 US Dollars (\$1,000,000.00) each

### § 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect

Bodily Injury – One Million and no/100 US Dollars (\$1,000,000.00) each accident

Property Damage: One Million and no/100 US Dollars (\$1,000,000.00) each accident

Two Million and no/100 US Dollars (\$2,000,000.00) annual aggregate

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services One Million and no/100 US Dollars (\$1,000,000.00)

Two Million and no/100 US Dollars (\$2,000,000.00) annual aggregate

§ 2.5.6 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The

additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.7 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The 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. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 Basic Services:

| Basic Services  | Fee |
|---|-----|
| Basic Services  |     |
| <b>Basic Services Sub-Total</b>                       |     |
| Basic Services Reimbursable                           |     |
| <b>Basic Services Reimbursable Sub-Total</b>          |     |
| <b>Total Basic Service Fee for this scope of work</b> |     |

§ 3.1.8 Permits as required.

§ 3.1.9 One month prior to expiration of the Warranty period, conduct a walk-through with the Owner and General Contractor or Construction Manager at Risk to insure that all warranty work has been corrected.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.



§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.2.7.1 The Architect/Engineer shall furnish **two (2)** sets of prints of Phase I Schematic Plans to the Owner; **plus one (1) set of 11" x 17" with cover including title and signature lines, Article 3.2., "Schematics."** This cost shall be borne by the Architect/Engineer.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.3.4 The Architect/Engineer shall submit samples of major materials, to be incorporated into the project, to the Owner for review prior to inclusion in specification documents. **These materials for example may be: flooring, paint, partitions, special glass, etc.** These shall be provided during the Design Development Phase.

§ 3.3.5 The Architect/Engineer, at Phase II of Design Development, shall give an estimated updated cost projection of the project to the Owner's representative in writing for review. The Architect/Engineer shall furnish **three (3) sets** of prints of Phase II Drawings to the Owner; **plus one (1) set of 11" x 17" with cover including title and signature lines**. This cost shall be borne by the Architect/Engineer.

#### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.2.1 The Architect/Engineer is required to submit the following OEF Forms with the 100% Construction Documents.

- **OEF Form 110A Project Implementation Information** – (Projects Over \$300,000.00) --  
Note: Code Enforcement Office requires **three (3) originals** Form 110A.
- **OEF Form 208 – Letter of Transmittal**  
Note: Code Enforcement requires **three (3) originals** Form 208.  
**OEF Form 208A – Facility Space Chart** – completed and signed by Architect/Engineer or engineer. The Leon County School Board Construction Accounting Department obtains funding info.  
Note: Code Enforcement Office requires **three (3) originals** Form 208A.
- **OEF LCCA - Life Cycle Cost Analysis**, if applicable. Note: Code Enforcement Office requires **three (3) originals** OEF LCCA.

§ 3.4.2.2 The Architect/Engineer shall submit copies of completed construction documents for the approval of the Owner, State Department of Education, and other governmental agencies having jurisdiction over the project. Submittal to the State Department of Education shall be pursuant to the requirements confirmed in State Requirements for Education Facilities (SREF).

- The Architect/Engineer shall furnish **four (4) sets** of prints of the Construction Documents; **plus one (1) set of 11" x 17" with cover including title and signature lines as stated in the Standard Form of Agreement Between the Owner and Architect/Engineer B101-2007, Article 3.4.1, "Construction Documents (80%)."** Submit to the department and/or school services office for their review. This cost shall be borne by the Architect/Engineer.
- The Architect/Engineer shall furnish six (6) sets of prints of Phase III 100% Construction Documents to the Owner, including Drawings and Specifications; **plus one (1) set of 11" x 17" with cover including title and signature lines as stated in the Standard Form of Agreement Between the Owner and Architect/Engineer B101-2007, Article 3.4.1, "Construction Documents (100%)."**

This cost shall be borne by the Architect/Engineer. **These six sets MUST be signed sealed by the Architect/Engineer and/or Engineer(s) of record.** CADD system shall be implemented as applicable. Drawing Files are to be submitted in CADD format 2010 or earlier and forwarded to the Department of Construction/Vault. If you have any questions, please call 850-617-1825 or 850-617-5900.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms. This section is applicable for hard bid projects.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.



§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 Note: 10% of construction design phase fee will be held until all design documents have satisfied all code mandatories and the Leon County School Board Certified Building Official also accepts them.

## § 3.5 Procurement Phase Services

### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction. This section is applicable for hard bid projects.

### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents. This section is applicable for hard bid projects.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders. This section is applicable for hard bid projects.

### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the

Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from

Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

#### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.6.6.6 The Architect/Engineer shall, upon completion of the Project, including correction by the Contractor of any discrepancies on the punch list, prepare a Department of Education, Office of Education:

- **Three (3) original OEF 209 Certificates of Final Inspection,**
- **Three (3) original AIA Documents G704-2000, Certificate of Substantial Completion,**
- **Three original (3) OEF 110B Certificates of Final Occupancy and submit it to the Owner/Code Enforcement Office.**

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

| Supplemental Services  | Responsibility<br>(Architect, Owner, or not provided) |
|--|---|
| § 4.1.1.1 Programming  |   |
| § 4.1.1.2 Multiple preliminary designs   |   |
| § 4.1.1.3 Measured drawings  |   |
| § 4.1.1.4 Existing facilities surveys  |   |
| § 4.1.1.5 Site evaluation and planning   |   |
| § 4.1.1.6 Building Information Model management responsibilities               |   |
| § 4.1.1.7 Development of Building Information Models for post construction use |   |
| § 4.1.1.8 Civil engineering  |   |
| § 4.1.1.9 Landscape design   |   |
| § 4.1.1.10 Architectural interior design                                       |   |
| § 4.1.1.11 Value analysis  |   |
| § 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3        |   |
| § 4.1.1.13 On-site project representation                                      |   |
| § 4.1.1.14 Conformed documents for construction                                |   |
| § 4.1.1.15 As-designed record drawings   |   |
| § 4.1.1.16 As-constructed record drawings                                      |   |
| § 4.1.1.17 Post-occupancy evaluation   |   |
| § 4.1.1.18 Facility support services   |   |
| § 4.1.1.19 Tenant-related services   |   |
| § 4.1.1.20 Architect's coordination of the Owner's consultants                 |   |
| § 4.1.1.21 Telecommunications/data design                                      |   |
| § 4.1.1.22 Security evaluation and planning                                    |   |
| § 4.1.1.23 Commissioning   |   |
| § 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3              |   |
| § 4.1.1.25 Fast-track design services  |   |
| § 4.1.1.26 Multiple bid packages   |   |
| § 4.1.1.27 Historic preservation   |   |
| § 4.1.1.28 Furniture, furnishings, and equipment design                        |   |
| § 4.1.1.29 Other services provided by specialty Consultants                    |   |
| § 4.1.1.30 Other Supplemental Services   |   |

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

Supplemental Services shall be submitted on Leon County School Amendment to Professional Services Form located on Leon County School website at forms online at <http://www.leonschools.net/Page/282>. Submit three (3) originals with signature/seal to the Project Coordinator for processing for Board approval. Appropriate backup information shall be submitted with each original.



Supplemental Services included in this Contract as part of \_\_\_\_\_, proposal dated \_\_\_\_\_, includes the following:

| Supplemental Services                                 | Fee |
|---|-----|
| Supplemental Services Sub-Total                       |     |
| Supplemental Services Reimbursables Sub-Total         |     |
| Total Supplemental Service Fee for this scope of work |     |
|   |     |

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 visits to the site by the Architect during construction
- .3 inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

§ 4.2.6 The retained design professional shall specifically require any authorized professional consultant to visit the work under construction as often as necessary to keep informed as to the progress and quality of the work and endeavor to guard against defects and deficiencies in construction of the work for which he or she is responsible.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 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.

§ 5.10 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.

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

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.



§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. 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.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, 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. 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.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and 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 AIA Document A201-2017, General Conditions of the Contract for Construction. 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.

§ 8.1.3 The Architect and 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 of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 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 binding dispute resolution. 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 binding dispute resolution.

§ 8.2.2 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 administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution 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. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 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.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### § 8.3 Arbitration This section applies if indicated in section 8.2.4

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 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.

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

### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. 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.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 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, the Architect shall give

seven days' written notice to the Owner before suspending services. 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 Owner shall pay the Architect 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.

§ 9.2 If the Owner suspends the Project, 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.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement 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.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

\$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

\$0.00

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to 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 a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 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. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 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.

§ 10.6 Unless otherwise required in this Agreement, the Architect 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.

§ 10.7 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. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 If the total for any single project paid to the project Architect/Engineer's consultant exceeds \$50,000.00, the following provisions shall apply:

- a. The Architect/Engineer shall execute and furnish to the Board a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting.
- b. The original contract price and any additions thereto shall be adjusted to exclude any significant sums when the Board determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual costs. All such contract adjustments shall be made within one (1) year following end of contract.
- c. The Architect/Engineer (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Architect/Engineer, (or registered surveyor and mapper, landscape Architect/Engineer, or professional engineer, as applicable) 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



Architect/Engineer, (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

§ 10.11 It is understood that this is a Contract for Professional Services of the Architect/Engineer hereinafter named or his/her qualified representatives. If, for any reason, the Architect/Engineer is unable to perform the services under this contract, the Owner shall have the right either to name or approve, another Architect/Engineer without prejudice.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

Basic Service Fees listed in Article 3, 3.1.7

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

Supplemental Service Fees listed in Article 4.1.1

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

The parties involved shall meet and determine if the situation/issue follows under the original scope of work, or hourly fee for services, or if it is an addition to the original scope of work. Once the determination is made the Architect/Engineer shall submit three (3) original Amendment to Professional Services forms including their detailed proposal with appropriate backup information attached to each one. The Amendment to Professional Services form shall be submitted for Leon County School Board approval.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus One and two-tenths percent (1.20%), or as follows:

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

|   |                       |
|---|-----------------------|
| Schematic Design Phase  | Fifteen percent (15%) |
| Design Development Phase  | Twenty percent (20%)  |
| Construction Documents Phase <b>**10% to be held on Document Phases unless all Mandatories have been met by Florida Department of Education and Leon County Schools</b> | Forty percent (40%)   |
| Bidding or Negotiation Phase  | Five percent (5%)     |
| Construction Phase See Below  |                       |
| * Upon 25% Construction   | Five percent (5%)     |
| * Upon 50% Construction   | Five percent (5%)     |
| * Upon Final Completion FC  | Eight percent (8%)    |
| * Upon FC and Closeout Docs received  | Two percent (2%)      |
| Total Basic Compensation  | 100%                  |

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee's wages computed as a multiple of 3.0 x Employee's Direct Personnel Expense (EDPE) not-to-exceed the rate of Principal(s) at \$150.00 per hour.

| Employee or Category | Rate     |
|----------------------|----------|
| Principal            | \$150.00 |
|                      |          |
|                      |          |
|                      |          |

#### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence; **Is not authorized**
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets; **Must be in writing with prior approval by owner;**
- .3 Permitting and other fees required by authorities having jurisdiction over the Project; **Must be in writing with prior approval by owner;**
- .4 Printing, reproductions, plots, and standard form documents; **Must be in writing with prior approval by owner;**
- .5 Postage, handling, and delivery; **Must be in writing with prior approval by owner;**
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner; **Must be in writing with prior approval by owner;**
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project; **Must be in writing with prior approval by owner;**
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants; **Must be in writing with prior approval by owner;**
- .9 All taxes levied on professional services and on reimbursable expenses; **Not Applicable**
- .10 Site office expenses; **Must be in writing with prior approval by owner;**
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and, **Must be in writing with prior approval by owner;**
- .12 Other similar Project-related expenditures. **Must be in writing with prior approval by owner;**

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus one and one-tenth percent (1.10 %) of the expenses incurred.

| Reimbursable Expenses  | Fee |
|--|-----|
| Reimbursable Expenses (Basic Services) Listed in Article 3, 3.1.7        |     |
| Reimbursable Expenses (Additional Services) Listed in Article 4, 4.1.2.2 |     |
| <b>Total Reimbursable Expenses for Basic and Additional Services</b>     |     |

#### § 11.9 Payments to the Architect

##### § 11.9.1 Initial Payments

§ 11.9.1.1 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 in the final invoice.

§ 11.9.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of **zero (\$0.00)** shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

#### § 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable **thirty business days after receipt** of the Architect/Engineer's invoice. **If the invoice has to be returned to the consultant for corrections and re-submitted to Leon County School Board, the invoice will be handled as if it was just received by Leon County School Board project coordinator and accounting office.** Amounts unpaid **Zero (0)** days after the invoice date shall bear **NO** 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/Engineer.

0.00% Zero

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 11.9.2.4 The Architect/Engineer shall submit three (3) 'original' Leon County School Board Architect/Engineer's Form for Invoicing "forms" for payment according to milestones set forth in Article 11 Compensation.

### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1.1 **Payment:** The Architect/Engineer shall submit three (3) original LCSB Architect/Engineer's Form for Invoicing "forms" for payment according to milestones set forth in Article 11 Compensation..

§ 12.1.2 **Change Orders:** Any change order, which results from errors and/or omissions by the Architect/Engineer, shall require that the Architect/Engineer contribute all costs identified as being above first costs.

§ 12.1.3 **First Costs:** "First Costs" of change orders caused by design errors and/or omissions by the Architect/Engineer as those costs which would reasonably have been incurred as part of the original bid.

§ 12.1.4 Upon completion of the project, all CADD system drawing files (civil, structural, Architect/Engineer, mechanical, plumbing, electrical and landscape drawings) shall be submitted to the Owner in Auto CADD 2010 and forward it to the Department of Construction/Vault. It is understood and agreed that CADD systems drawing files, furnished to the Owner by the Architect/Engineer, shall be for the Owner's use only, for the express purpose of maintaining and updating their in-house record drawings; the CADD system drawing files furnished to the Owner shall not be released by the Owner for use by other Architect/Engineers and/or Engineers; the Architect/Engineer shall not be liable for changes, additions, modifications, and/or deletions made by the Owner and/or their representatives to CADD system drawing files.

§ 12.1.5 As-Builts shall be provided to the Architect/Engineer by the contractor. The Architect/Engineer shall convert and transmit the as-builts to the Owner in Auto CADD 2010 or earlier, and shall include a set of 24" x 36" or 36" x 48" reproducible drawings.

§ 12.1.6 As-Builts shall be transmitted by the Architect/Engineer to the Owner in Auto CADD format 2010 or earlier, and reproducible.



§ 12.1.7 The Architect/Engineer shall furnish one (1) complete sets of reduced 11" x 17" drawings to the Owner, **one (1) complete set of plans and specifications in PDF format, and AutoCAD format 2010 or earlier files for the complete project in DWG format.**

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 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 the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)  
  
[ ☐ ] Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)  
  
☐
- .3 Other documents:

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, this Contract has been fully executed on behalf of the parties hereto by its duly authorized representatives as of the date first written above.

**PROFESSIONAL MECHANICAL, ELECTRICAL, PLUMBING ENGINEER FIRM**  
Name:

(SEAL)

ATTEST:

\_\_\_\_\_  
Name of Company:

\_\_\_\_\_  
By:  
Name and Title:

\_\_\_\_\_  
Secretary of Company

**THE SCHOOL BOARD OF LEON COUNTY, FLORIDA  
OWNER**

**Attest:**

By: \_\_\_\_\_  
Name and Title:

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

**As Witnessed by:**

\_\_\_\_\_

\_\_\_\_\_

**LEON COUNTY SCHOOL BOARD**

By: \_\_\_\_\_  
Rosanne Wood, Board Chair

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

By: \_\_\_\_\_  
Rocky Hanna, Superintendent

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

By: \_\_\_\_\_  
Via BoardDocs  
School Board Attorney