

**FACILITIES AND CONSTRUCTION  
LEON COUNTY SCHOOL BOARD**

**REQUEST FOR QUALIFICATIONS  
RFQ 505-2023**



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**Professional Structural Engineering Consulting Services for  
Sabal Palm Elementary, Building 1 Roof Restoration and  
Buildings 2, 3, 4, 7 and 8 Roof Replacements Project**

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School Board Members

Darryl Jones, Board Chairperson  
Alva Swafford Striplin, Board Vice Chair  
Rosanne Wood, Board Member  
Georgia "Joy" M. Bowen, Board Member

Rocky Hanna,  
Superintendent of Schools  
[www.leonschools.net](http://www.leonschools.net)

----October 2,2022 ----

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## **Part I – General Information**

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Pursuant to Section 287.055, Florida Statutes (F.S.), and Chapter 6A-2.0010, Florida Administrative Code (F.A.C.) the Leon County School Board (Board), is seeking Professional Structural Engineering Consulting Services for the Sabal Palm Elementary, Building 1 Roof Restoration and Buildings 2, 3, 4, 7 and 8 Roof Replacements Project.

Qualified Firms shall submit six (6) bound Qualification Statements no later than **2:00 p.m. Eastern Time, on Tuesday, November 1, 2022**. Statements may be mailed, hand-delivered, or sent via express delivery (UPS, FedEx, DHL). The package must be clearly labeled on the outside as listed below:

RFQ 505-2023, Professional Structural Engineering Consulting Services for Sabal Palm Elementary, Building 1 Roof Restoration and Buildings 2, 3, 4, 7 and 8 Roof Replacements Project  
Attn: Debbie Bates, Facilities and Construction Analyst  
Opening: Tuesday, November 1, 2022 at 2:00 p.m.  
Leon County School Board, Facilities and Construction  
3420 West Tharpe Street, Suite 100  
Tallahassee, Florida 32303,

The Board is not responsible for a delay in the delivery or the premature opening of any solicitation package which is not properly marked. It is the Respondent's responsibility to assure its Statements are submitted at the place and time indicated in this RFQ. Any Statements not properly marked and delivered to the specified address may be deemed non-responsive. **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/>.

Qualification Statements submitted via fax or email will **not** be considered. 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.

### **Tentative Project Schedule:**

RFQ Advertisement:	October 2, October 9 and October 16, 2022
Submittal Deadline:	November 1, 2022 2:00 PM Local Time
Short List Committee:	November 2 – November 9, 2022
Short Listed Structural Engineers Contacted:	November 14, 2022
Interview Committee Date:	November 29, 2022
Recommendation to Superintendent:	Shall be advertised publicly on Board Docs
Tentative Recommendation of Board Award:	Tuesday, December 13, 2022
Notification to Structural Engineer:	After Board approval

The Board is an equal opportunity agency.

Tallahassee Democrat Publish Dates: October 2, October 9 and October 16, 2022

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

### **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 Structural Engineering Consulting Services and work with the Department of Facilities, Planning, and Construction to complete the project described below. The Selected Firm shall be responsible for the successful, timely, and economical completion of the project.

The Structural Engineering Consulting services shall include, but not be limited to, the provision of plans, specifications and construction administration. For more detailed information, please refer to the attached draft Attachment A, “Agreement between Owner and Structural Engineer.” The Draft Agreement is incorporated into this RFQ as Attachment A).

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

### **Project Location**

Sabal Palm Elementary School  
2813 Ridgeway Street  
Tallahassee, FL 32310

### **Project Name**

Building 1 Roof Restoration and Buildings 2, 3, 4, 7 and 8 Roof Replacements

### **Number of Awards**

The Board anticipates awarding one Contract to the highest scoring Firm as a result of this solicitation.

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

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1. The Board is procuring these services pursuant to Chapter 1013, and Section 287.055, F.S. “Florida Consultant’s Competitive Negotiation Act (CCNA)”, and Rule 6A-2.0010, F.A.C. The Board intends to contract with the most qualified Firm to provide Structural Engineering Consulting services as outlined in this RFQ.
2. The Respondent shall submit copies of professional licenses from the appropriate State of Florida Board governing the services to show that the Respondent is an Structural Engineer respondent registered in the State of Florida. Corporations must be registered by the Florida Department of the State at the time of submittal.
3. All questions concerning the request for qualifications or procedures to be followed should be directed by email to [rfq.construction@leonschools.net](mailto:rfq.construction@leonschools.net).

**Respondents to this solicitation or persons acting on their behalf may not contact any employee or officer of the Leon County School Board concerning any aspect of this solicitation,** 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, , except in writing to [rfq.construction@leonschools.net](mailto:rfq.construction@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 steps:
  - 1) Qualification Statements are reviewed and Short List is established
  - 2) Interviews Conducted
  - 3) Award Recommendation
  - 4) Board Approval
5. The Qualification Statements received in response to this RFQ will be evaluated and ranked by the Short List Committee using the Checklist and Scoring Summary provided in Part VI.
6. Based on the rankings of the Short List Committee, the Board shall identify no fewer than five (5) respondents to make public presentations to an Interview Committee, which is scheduled in Part I – Notice.
7. The Interview Committee will evaluate the Statements based on criteria set forth in Part VII.
8. The Interview Committee will submit its recommendation to the Superintendent who shall take it to the Leon County School Board for review and approval.
9. Once the Leon County School Board has approved the final rankings and confirmed the Board Decision, the Board shall engage the Awarded Firm in negotiations to finalize a Contract. In so doing, the Board shall determine and negotiate compensation that is fair, competitive, and reasonable for the services to be supplied and conducted in accordance with Section 287.055(5), F.S.
10. Solicitation Acknowledgement Form: The Solicitation Acknowledgement form shall be completed as instructed and returned with the Firm’s Qualification Statements. In the event that multiple Firms

submit Qualification Statements as a joint venture, each Firm included in the joint venture must complete and sign a separate Acknowledgement Form. If a Firm fails to submit a completed Acknowledgement Form with their Statements, the Board reserves the right to contact the Firm by telephone and allow the Firm one (1) business day to submit the Form via email. This right shall only be exercised when the response has met all other requirements of the solicitation. (Acknowledgement Form attached hereto and made a part hereof as Attachment B)

11. Prohibition against Contingent Fees: The Prohibition Against Contingent Fees form shall be completed as instructed and returned with the Firm's Qualification Statements. This form requires each Firm to certify that it has not employed or retained any company or person, other than a bona fide employee working solely for the Firm to solicit or secure this Project 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 Firm) any fee, commission, gift, or other consideration or item(s) of value contingent upon or resulting from the award of this RFQ. If a Firm violates this provision, the Board shall have the right to terminate any resulting contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, gift, or other consideration or item(s) of value. (Prohibition Against Contingent Fees form attached hereto and made a part hereof as Attachment C)
12. The Board is not liable for any costs incurred by a Firm while responding to this RFQ, including the costs associated with attending site visits, oral presentations, or negotiations, as applicable costs incurred by interested Firms in submitting its Qualification Statements are considered an operational cost of the respondent and shall not be passed on to or borne by the Board under any circumstances. The Board accepts no responsibility for any expenses incurred in the preparation of a response to either this RFQ or subsequent related requests.
13. Qualification Statements shall include sufficient information to demonstrate the Firm's ability to perform the requested services, including:
  - a) Firm's qualifications;
  - b) Information regarding the Firm's relevant experience;
  - c) Samples of brochures and materials which support previous projects of a similar size and scope; and
  - d) Details on the Firm's proposed team, including experience, qualifications, and proposed role in this Project.
14. The Board reserves the right to:
  - a) Withdraw this RFQ at any time, and by doing so assumes no liability to interested firms;
  - b) Reject all Qualification Statements received in response to this RFQ;
  - c) Reject any Qualification Statement that contains a material deviation (deviation that, in the Board's sole discretion, is not in substantial accordance with the requirements of this RFQ, provides a significant competitive advantage to one Firm over other Firms, or has a potentially substantial effect on the quantity or quality of items, services, or costs proposed);
  - d) Waive any minor irregularity in the selection process, when doing so would be in the best interest of the Board; and

- e) Use any ideas, adaptations of any ideas, or recommendations presented by any Firm in response to this RFQ. The award or rejection of the Qualification Statements shall not affect this right.
15. The selected Firm shall comply with the screening requirements in Section 1012.467, F.S., referred to as the “Jessica Lunsford Act.” This compliance shall be confirmed by completing the Sworn Statement Jessica Lunsford Act Form (Sworn Statement attached hereto and made a part of as Attachment D)

#### Level 2 Screening Requirements

##### Finger Printing and Background Check:

The respondent agrees to comply with all requirements of School Board Policy 8475 and Sections 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468, F.S. by certifying that all employees who are permitted access on school grounds when students are present have completed the mandatory background screenings as required and shall provide the Board with proof of compliance. These certifications will be provided to the Board’s Safety & Security Department before the Firm may provide any services related to a resulting contract. The selected Firm will bear the cost of acquiring the background screening and all related fees imposed by the Florida Department of Law Enforcement or the Board. The Firm agrees to indemnify and hold harmless the 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. Upon award and finalization of a resulting contract, the selected Firm shall follow the Board’s procedures for obtaining employees background screening as established by the 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. Any changes made to this policy will automatically become a part of and be incorporated in any resulting contract. It is the responsibility of the selected Firm(s) to be aware of any changes that may occur.

##### Reciprocity of Florida School I.D. Badges:

If staff have Level II clearance with another Florida School Board, they may be able to obtain a Leon County School Board vendor ID badge. The selected Firm should check with the Safety & Security Department, Fingerprint Services Office to verify clearance and obtain a vendor ID badge.

##### Contact with Students:

No employees, delivery personnel, suppliers, subcontractors, or anyone involved in any manner with projects resulting from this RFQ shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offending employee and issuance

of a trespass notice from the Board. The selected Firm shall be responsible for insuring compliance by all employees, subcontractors, or other persons involved in any manner with Projects resulting from this RFQ.

16. If an acceptable agreement cannot be negotiated with the highest-ranked Firm, the Board reserves the right to award a contract to the next highest-ranked Firm.
17. The Board will not and the successful Firm shall not discriminate against faculty, staff, contractors, subcontractors, or students on the basis of age, color, disability, ethnic origin, nationality, genetic information, gender, including gender identity, sexual orientation or gender expression, race, religion, or veteran status, or any other category protected by federal, state, or local law in its educational programs, website accessibility, admission policies, financial aid, employment, or other school administered programs.
18. Conflict of Interest: The Conflict of Interest form shall be completed as instructed and returned with the Firm's Qualification Statements. The form certifies that the Firm 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 resulting contract. (Attached hereto and made a part hereof as Attachment E).
19. Debarment, Suspension, Ineligibility and Voluntary Exclusion: The Debarment, Suspension, Ineligibility and Voluntary Exclusion form shall be completed as instructed and returned with the Firm's Qualification Statements. The Firm 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 Firm 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 language in this section shall be included in all subcontracts or lower tier agreements executed to support the selected Firm's work under this RFQ. (Debarment, Suspension, Ineligibility and Voluntary Exclusion Form attached hereto and made a part hereof as Attachment F)
20. Public Entity Crimes: A firm, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response 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.
21. 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 RFQ 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 Qualification Statements for this RFQ 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 RFQ.

22. Local Purchasing Preference: Per Board Policy 6450, the Local Purchasing Preference does not apply to the procurement of professional services as defined in 287.055, F.S., "Consultants Competitive Negotiation Act."
23. Small Business Participation: Per Board Policy PO6325, Small Business Enterprise, certified small businesses shall be assigned an additional five (5) points. Certified firms should note its status in its Qualification Statements.
24. Certification Regarding Scrutinized Companies List: The Certification Regarding Scrutinized Companies List form, shall be completed as instructed and returned with the Firm's Qualification Statements, 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, F.S. Pursuant to Section 287.135(5), F.S., the selected Firm shall agree that the Board may immediately terminate the contract resulting from this RFQ for cause if the selected Firm is found to have submitted a false certification or if the selected Firm 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 any resulting contract. (Certification Regarding Scrutinized Companies List form attached hereto and made a part hereof as Attachment G)
- 25.
26. Governing Law and Venue: The resulting contract, plus any conflict of law issue, shall be governed by the laws of the State of Florida. The venue for any legal proceedings will be Leon County, Florida.
27. Regardless of whether a Respondent is selected for award or successfully obtains any contract for work under this RFQ:
  - a) Upon receipt by the Board, all material submitted by a Firm in response to this solicitation shall be and become property of the Board and shall be a public record, as defined in Chapter 119, F.S. Material submitted in response to the solicitation shall be subject to disclosure by the Board as a public record in accordance with Chapter 119, F.S.

- b) If a Firm 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 Firm must also simultaneously provide the Board with a separate redacted copy of its Qualification 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 Firm on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Board at the same time the Firm submits its Qualification Statements, and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Firm 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 Firm shall protect, defend, and indemnify the Board for any and all claims arising from or relating to the Firm's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Firm 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 Firm 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.
28. Post-Project evaluations shall be conducted in accordance with Board Policy PO6321, Construction of Educational Facilities.
29. Per Board Policy PO6330, any lump-sum or cost-plus-a-fixed-fee professional service contract over \$175,000, requires the selected Firm 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. Additionally, the original contract price and any additions thereto will be adjusted to exclude any contract price increases 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 H).
30. Pursuant to Section 448.095, F.S., all firms 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 the resulting contract and must, upon request, provide evidence of compliance with this provision. The E-Verify Affidavit form shall be completed as instructed and returned with the Firm's Qualification Statements. (Attached hereto and made a part hereof as Attachment I).
31. Tie Bid: In accordance to with Section 287.087, F.S., in the case of two (2) equally scored Qualification Statements, the RFQ shall be awarded to the Firm with a Drug-Free Work Place program, as evidenced by the submittal of the completed Attachment J. In the event both equally scored Firms have a Drug-Free Work Place, preference shall be awarded in the following order: Local Vendors as defined in Board Policy PO6450, SBE certified vendors as defined in Board Policy PO6325. If, after applying these listed preferences, both responding Firms remain equal, the Director of Construction, or designee,

in the presence of at least two (2) witnesses, will flip a coin to break the tie. The Firm with a 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 J).

32. Florida Lumber: In accordance with Section 255.2575, F.S., Firms must use lumber, timber, and other forest products produced and 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.

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. The Board is 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 its Qualification Statements. 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.

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

1. Interested Firms shall prepare Qualification Statements in accordance with the instructions included in this RFQ.
2. Firms should concentrate on accuracy, completeness, and clarity of content when preparing their Qualification Statements.
3. To the greatest extent possible, each section shall be written so that its contents may be evaluated with a minimum of cross referencing to other sections of the Qualification Statements.
4. Qualifications Statements should follow the format in Part V of this RFQ and shall not exceed **60 pages** (including any tables, organization, project team charts, or pictures). Submittal items in Section VII will not be counted toward the **60-page limit**.
5. Statements shall be single-spaced, using a minimum text size of 11-point font, with no less than 1” margins on the top and bottom and 3/4” margins on either side. All pages shall be 8.5” x 11”, not including foldouts. Pages shall be numbered sequentially by section.
6. Legible tables, charts, graphs, and figures shall be used wherever practical to depict organizations, systems, layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible, and shall not exceed 11” x 17” in size. 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, not for pages of text.
7. The Qualification Statements shall be bound, including all sections, separated using section tabs, which shall permit the Statements to lie flat when opened. Staples shall not be used.
8. Selection Committee Review: The Selection Committee shall meet to review the Qualification Statements for compliance with the requirements and provide an objective evaluation of all responsive Statements. The Committee’s evaluation shall be based on the specific Project needs and the professional services offered by each responsible Firm. After the responsible Firms submitting responsive Statements have been evaluated, using the criteria included in this RFQ, the points given by each Committee member will be added collectively. The Firms will be ranked from highest to lowest using the sum of the scores given to each Firm by all members of the Selection Committee.

The five (5) highest-scoring Firms will be invited to present its recommended approach to providing the services sought in this RFQ. Refer to Part VI – Short List Interviews and Presentation for interview guidelines and scoring criteria.

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

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The following format is intended to provide the Selection Committee with a uniform and consistent format for reviewing and evaluating the qualifications of each interested Firm. Interested Firms 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 Selection Committee shall meet to review the Qualification Statements for compliance with the requirements and provide an objective evaluation. The Committee's evaluation of Qualification Statements shall be on the basis of the specific Project needs and the professional services proposed, as stated in the Qualification Statements. The Qualification Statements are reviewed using the point system described below.

After Qualification Statements have been evaluated by each committee member using the criteria listed below, the points will then be added collectively. The Firms will be ranked by totaling the scores given to each by all members of the Selection Committee.

At a minimum, the five (5) Firms with the highest scores will be invited to provide a presentation to the Selection Committee of their approach to this Project. Refer to Part VI – Short List Interviews and Presentation for interview guidelines and scoring criteria.

Provide the requested information in the format outlined below:

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

Provide a cover sheet indicating the following:

1. Firm Name
2. Request for Qualifications #: RFQ 505-2023
3. Project Title: Professional Structural Engineering Consulting Services for Sabal Palm Elementary, Building 1 Roof Restoration and Buildings 2, 3, 4, 7 and 8 Roof Replacements Project
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 and a high-level summary of the Firm, 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; and
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 overall qualifications.

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

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

List at least three (3) projects the Firm has completed or is in the process of completing providing construction management services similar in scope to this RFQ. In determining which projects are more related, consider project 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 Structural Engineer.
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 -Building 7, Remodeling and Renovations Project
12. Work each staff member was responsible for.
13. Present project status - percentage of completion.
14. Listing of Project Manager and other key professionals and personnel assigned to this project.

## **Section 3 – Project Team (40 points, as detailed below)**

Describe the proposed organizational structure for this Project, indicating key personnel and their proposed role on this Project, and organizational relationship to 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 Firm 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 the Firm
5. How many years with other firms
6. Experience:
  - a. Types of projects
  - b. Size of projects (dollar value and square footage)
  - c. Their specific project involvement
  - 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 Firm
5. Experience
  - 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 the proposed 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)**

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 Board that those indicated as the project team in the Qualification Statements actually execute the Project.

#### **Section 4 – Project Approach and Scheduling Methodology (35 points, as detailed below)**

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

Explain your respondent's approach to task management to include, but not be limited to quality assurance, cost control, and reporting to the Owner's Representative and/or Project Management Team.

1. Respondent shall present a plan setting forth the approach for carrying-out services to include: information management systems, document control, records management, project status reporting and project administrative services.
2. Respondent shall describe how the proposed organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, and accountability.
3. Detail your Respondent's ability to adhere to scope and schedule in effort to ensure the success of the Project.
4. Respondent shall describe how they will adhere to owner guidance.

##### **B. Scheduling for Delivery of Schematics, Design Documents, and Construction Documents (15 points)**

1. Initial Schedule for Performance of the Structural Engineer's services (include approximate commencement date and appropriate substantial completion date);
2. Schematic Design phase
  - a. Preliminary Project Evaluation and Analysis;
  - b. Schematic Design Phase
3. Design Development
4. Construction Document Phase
5. Construction Phase.

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

Describe how the respondent will solicit and encourage small business participation in accordance with Board Policy PO6325. Detail the amount of participation for past projects.

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

All exceptions to the Board's draft "Agreement Between Owner and Structural Engineer" (Attachment A) must be included in this section. If exceptions to the contract are not included in the submittal, it will be the Board's understanding that the Firm has no exceptions and will accept the contract as presented in this RFQ.

#### **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 B, C, D, E, F, G, H, I and J signature documents to be submitted with the Qualifications Statement.

- |              |   |                                                                |
|--------------|---|----------------------------------------------------------------|
| Attachment A | – | Draft Copy – "Agreement Between Owner and Structural Engineer" |
| Attachment B | – | Acknowledgement Form                                           |
| Attachment C | – | Prohibition Against Contingency Fees Form                      |

- Attachment D – Sworn Statement –Jessica Lunsford Act Form
- Attachment E – Conflict of Interest Disclosure Form
- Attachment F – Debarment Question and Answer and Debarment Form
- Attachment G – Certification Regarding Scrutinized Companies List
- Attachment H – Truth In Negotiations Certificate
- Attachment I – E-Verify Affidavit
- Attachment J – Drug-Free Workplace Certification

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

### **Section 9 – Small Business Development Program (5 Points)**

Certified Local Small Business Enterprise (LSBE) shall be assigned an additional five (5) points of the total evaluation points, provided the LSBE is certified and located within the local market area at least six (6) months prior to the date upon which a request for sealed bids or proposals is issued. Points for the Small Business Development Program element of the evaluation will be awarded by the Facilities and Construction Office upon review of the Small Business Enterprise approved vendors.

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

Scores based on the social value and vocational opportunities provided in the Firm's Statements. 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> Letter of Introduction Table of Contents Introductory Narrative	<b>5 Points</b>
<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 Project (Onsite) Staff Technical Services Capability Organizational Chart	<b>10 Points</b> <b>10 Points</b> <b>10 Points</b> <b>10 Points</b>
<b>Section 4</b>	<b>Project Approach and Scheduling Methodology</b> Project Approach Scheduling for Delivery of Schematics, Design Documents and Construction Documents Small Business Participation Describe how the firm will solicit and utilize small business participation in sub contracts.	<b>10 Points</b> <b>15 Points</b> <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> Attachment A, Draft Copy – “Agreement Between Owner and Structural Engineer” Attachment B, Acknowledgement Form Attachment C, Prohibition Against Contingency Fees Form Attachment D, Sworn Statement –Jessica Lunsford Act Form Attachment E, Conflict of Interest Disclosure Form Attachment F, Debarment Question and Answer and Debarment Form Attachment G, Certification Regarding Scrutinized Companies List Attachment H, Truth in Negotiation Certificate Attachment I, E-Verify Affidavit Attachment J, Drug-Free Workplace Certification	<b>(non-scored)</b>
<b>Section 8</b>	<b>Executive Summary</b>	<b>(non-scored)</b>
<b>Section 9</b>	<b>Small Business Development Program</b> Certified small businesses	<b>5 Points</b>
<b>Section 10</b>	<b>Community Involvement and Enrichment</b> To what extent does the Vendor’s community involvement promote employment opportunities and work-based programs for local stakeholders?	<b>5 Points</b>
	<b>Total</b>	<b>105 Points</b>

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## **Part VII – Interview and Presentation Guidelines**

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Based on the rankings of the Selection Committee, the Board shall identify no fewer than five (5) ranked Firms to make public presentations to an Interview Committee. The selected Firms will present a detailed review of its approach to perform the requested services. Time will be allowed for questions and answers after the presentation. It is expected that the person(s) who will be assigned to the Project, and any other persons deemed necessary by the Firm, will attend. The Firms shall address the following as established by Section 287.055, F.S. and will be scored by the Interview Committee with a maximum point total of 105 points for the presentation and interview:

- 1. Ability of Professional Personnel** **20 Points**  
The Firm shall name the actual staff to be assigned to this project, describe their ability and experience and portray the function of each within their organization and their proposed role on this project. Key staff should be present at the interview.
- 2. Small Business Participation** **5 Points**  
Show how small business participation was achieved on previous projects and how it will be incorporated on this Project.
- 3. Past Performance in Implementing Cost Control/Value Engineering** **20 Points**  
The Firm should demonstrate their past knowledge and experience, and how that experience may be applied to this Project using strategic cost controls and value engineering practices.
- 4. Willingness to Meet Time and Budget Requirements** **15 Points**  
The Firm shall demonstrate verbally or graphically its plan to:
  - Stay within the specified budget
  - Meet the required timelines
  - Incorporate owner's design input
  - The overall approach to Construction Administration
- 5. Location** **5 Points**

<b>Office Location to the Site</b>	<b>Points</b>
0 - 50 miles	5.0
51 -100 miles	4.0
101-150 miles	3.0
151-200 miles	2.0
201-250 miles	1.0
Over 251miles	0
- 6. Recent, Current, and Projected Workloads of Respondent** **10 Points**
- 7. Volume of Work Previously Awarded by Leon County School Board (equitable distribution of contracts)** **5 Points**  
Dollar value and number of projects awarded by the Board in the previous three (3) years
- 8. Small Business Development Program** **5 Points**  
Local Small Business Enterprise (LSBE) shall be assigned an additional five percent (5%) of the total evaluation points, provided the LSBE is certified and located within the local market area at least six (6) months prior to the



date upon which a request for sealed bids or proposals is issued. Points for the Small Business Development Program element of the evaluation will be awarded by the Facilities and Construction Office upon review of the Small Business Enterprise certified vendors.

- |            |                                                                                                                                        |                   |
|------------|----------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| <b>9.</b>  | <b><u>Community Involvement and Enrichment</u></b>                                                                                     | <b>5 Points</b>   |
|            | To what extent does the Vendor's community involvement promote employment opportunities and work-based programs for local stakeholders |                   |
| <b>10.</b> | <b><u>Project-Specific Design and Concept</u></b>                                                                                      | <b>15 Points</b>  |
|            | The Firm should demonstrate their project-specific designs and concepts for the Project, including any potential project challenges.   |                   |
|            | <b>TOTAL</b>                                                                                                                           | <b>105 Points</b> |

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## **Part VIII - Attachments**

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

- Attachment A – Draft Copy – “Agreement Between Owner and Structural Engineer”
- Attachment B – Acknowledgement Form
- Attachment C – Prohibition Against Contingency Fees Form
- Attachment D – Sworn Statement –Jessica Lunsford Act Form
- Attachment E – Conflict of Interest Disclosure Form
- Attachment F – Debarment Question and Answer and Debarment Form
- Attachment G – Certification Regarding Scrutinized Companies List
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## **ATTACHMENT A**

**DRAFT COPY – “AGREEMENT BETWEEN OWNER AND STRUCTURAL ENGINEER”**

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# DRAFT AIA® Document B101™ – 2017

## Standard Form of Agreement Between Owner and Structural Engineer

**AGREEMENT** made as of the « » day of « » in the year « »  
(In words, indicate day, month and year.)

**BETWEEN** the Structural Engineer's client identified as the Owner:

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

and the Structural Engineer:  
(Name, legal status, address and other information)

To be Determined

for the following Project:

Sabal Palm Elementary School  
2813 Ridgeway Street  
Tallahassee, FL 32310

Building 1 Roof Restoration and Buildings 2, 3, 4, 7 and 8 Roof Replacements

Total Estimated Construction Budget to be determined.

The Owner and Structural Engineer agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	STRUCTURAL ENGINEER'S RESPONSIBILITIES
3	SCOPE OF STRUCTURAL ENGINEER'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
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11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### 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:

Sabal Palm Elementary School Building 1 Roof Restoration and Buildings 2, 3, 4, 7 and 8 Roof Replacements

Total Estimated Construction Budget to be determined.

**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:

New Construction, Remodeling, Renovations and Site Improvements Classroom Redesign Project

Total Estimated Construction Budget to be determined.

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

Total Estimated Construction Budget to be determined.

**§ 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 Structural Engineer 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 Structural Engineer 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 Tallahassee, Florida 32303	850-617-5900
Rod McQueen	Certified Building Official	3420 West Tharpe Street, Suite 100 Tallahassee, Florida 32303	850-617-1838
To Be Assigned	Project Coordinator	3420 West Tharpe Street, Suite 100 Tallahassee, Florida 32303	850-617-5900
To Be Assigned	Leon County Schools Inspector	3420 West Tharpe Street, Suite 100 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 Structural Engineer'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 Structural Engineer identifies the following representative in accordance with Section 2.3:

Name	Title	Address	Phone Number

§ 1.1.11 The Structural Engineer shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

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- .2 Mechanical Engineer:

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- .3 Electrical Engineer:

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§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 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 Construction; Martha Chauncey, Capital Outlay Specialist; Principal of School; assigned Project Coordinator.

**80% Construction Documents:** Danny Allbritton, Director of Construction; Principal of School; assigned Project Coordinator.

**100% Construction Documents:** Danny Allbritton, Director of Construction; Martha Chauncey, Capital Outlay Specialist; Division Director of Schools (applicable school); Director of Nutrition; John Hunkiar, Director of Safety & Security; LaRoderick McQueen, Certified Building Official; James Cole Director of Transportation (if applicable); Principal of School; assigned Project Coordinator, Butch Watkins, Director of Maintenance; and Tallahassee Fire Department.

**§ 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 Structural Engineer 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 Structural Engineer shall appropriately adjust the Structural Engineer's services, schedule for the Structural Engineer's services, and the Structural Engineer'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 STRUCTURAL ENGINEER'S RESPONSIBILITIES

§ 2.1 The Structural Engineer shall provide professional services as set forth in this Agreement. The Structural Engineer 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 Structural Engineer shall perform its services consistent with the professional skill and care ordinarily provided by Structural Engineers practicing in the same or similar locality under the same or similar circumstances. The Structural Engineer 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 Structural Engineer shall identify a representative authorized to act on behalf of the Structural Engineer with respect to the Project.

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

§ 2.5 The Structural Engineer shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Structural Engineer normally maintains, the Owner shall pay the Structural Engineer as set forth in Section 11.9.

### § 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 Structural Engineer

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 Structural Engineer 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 Structural Engineer 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 Structural Engineer'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 Structural Engineer shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

**ARTICLE 3 SCOPE OF STRUCTURAL ENGINEER'S BASIC SERVICES**

**§ 3.1** The Structural Engineer'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 Structural Engineer shall manage the Structural Engineer'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 Structural Engineer shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Structural Engineer 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 Structural Engineer shall provide prompt written notice to the Owner if the Structural Engineer 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 Structural Engineer shall submit for the Owner's approval a schedule for the performance of the Structural Engineer'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 Structural Engineer or Owner. With the Owner's approval, the Structural Engineer shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Structural Engineer 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 Structural Engineer's written approval.

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

**§ 3.1.6** The Structural Engineer 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 Structural Engineer shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Structural Engineer's services.

§ 3.2.2 The Structural Engineer 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 Structural Engineer 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 Structural Engineer shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Structural Engineer 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 Structural Engineer 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 Structural Engineer 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 Structural Engineer 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 Structural Engineer 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 Structural Engineer shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.2.7.1 The Structural Engineer/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 Structural Engineer/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 Structural Engineer 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 Structural Engineer, 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 Structural Engineer shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Structural Engineer 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 Structural Engineer/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 Structural Engineer/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 Structural Engineer/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 Structural Engineer/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 Structural Engineer 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 Structural Engineer 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 Structural Engineer shall review in accordance with Section 3.6.4.

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

§ 3.4.2.1 The Structural Engineer/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 Structural Engineer/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 Structural Engineer/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 Structural Engineer/Engineer shall furnish **four (4)** sets of prints of the Construction Documents at the 80%

completion stage; **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 Structural Engineer/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 Structural Engineer/Engineer.

- The Structural Engineer/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 Structural Engineer/Engineer B101-2007, Article 3.4.1, "Construction Documents (100%)."**

This cost shall be borne by the Structural Engineer/Engineer. **These six sets MUST be signed sealed by the Structural Engineer/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 Structural Engineer 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 Structural Engineer 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.

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

**§ 3.4.5** The Structural Engineer 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 Structural Engineer shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Structural Engineer 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.

#### **§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Structural Engineer 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 Structural Engineer shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 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 Structural Engineer 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 Structural Engineer 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 Structural Engineer 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 Structural Engineer's services under this Agreement unless the Owner and the Structural Engineer amend this Agreement.

§ 3.6.1.2 The Structural Engineer shall advise and consult with the Owner during the Construction Phase Services. The Structural Engineer shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Structural Engineer 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 Structural Engineer be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Structural Engineer shall be responsible for the Structural Engineer'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 Structural Engineer's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Structural Engineer issues the final Certificate for Payment.

#### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Structural Engineer 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 Structural Engineer 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 Structural Engineer 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 Structural Engineer has the authority to reject Work that does not conform to the Contract Documents. Whenever the Structural Engineer considers it necessary or advisable, the Structural Engineer 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 Structural Engineer 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 Structural Engineer to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Structural Engineer shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Structural Engineer'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 Structural Engineer 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 Structural Engineer 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 Structural Engineer'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 Structural Engineer 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 Structural Engineer shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Structural Engineer's certification for payment shall constitute a representation to the Owner, based on the Structural Engineer'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 Structural Engineer'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 Structural Engineer.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Structural Engineer 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 Structural Engineer shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.6.4 Submittals**

**§ 3.6.4.1** The Structural Engineer shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Structural Engineer'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 Structural Engineer's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Structural Engineer 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 Structural Engineer's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Structural Engineer'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 Structural Engineer shall specify the appropriate performance and design criteria that such services must satisfy. The Structural Engineer 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 Structural Engineer. The Structural Engineer'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 Structural Engineer 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 Structural Engineer shall review and respond to requests for information about the Contract Documents. The Structural Engineer 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 Structural Engineer's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Structural Engineer shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Structural Engineer 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 Structural Engineer 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 Structural Engineer 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 Structural Engineer shall maintain records relative to changes in the Work.

### **§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Structural Engineer 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 Structural Engineer's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Structural Engineer'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 Structural Engineer 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 Structural Engineer 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 Structural Engineer shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.6.6.6 The Structural Engineer/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 Structural Engineer shall provide the listed Supplemental Services only if specifically designated in the table below as the Structural Engineer's responsibility, and the Owner shall compensate the Structural Engineer as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Structural Engineer is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. *(Designate the Structural Engineer's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Structural Engineer 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 (Structural Engineer, 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 Structural Engineer 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 Structural Engineer'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	

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Structural Engineer, Owner, or not provided)</i>
§ 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 Structural Engineer'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 **Structural Engineer/Engineer Name**, proposal dated **XXX X, XXXX**, includes the following:

<b>Supplemental Services</b>	<b>Fee</b>
<b>Supplemental Services Sub-Total</b>	
<b>Supplemental Services Reimbursables Sub-Total</b>	
<b>Total Supplemental Service Fee for this scope of work</b>	

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Structural Engineer 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 Structural Engineer as provided in Section 11.2.

#### § 4.2 Structural Engineer's Additional Services

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

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Structural Engineer shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Structural Engineer shall not proceed to provide the following Additional Services until the Structural Engineer 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 Structural Engineer 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 Structural Engineer.

§ 4.2.2 To avoid delay in the Construction Phase, the Structural Engineer 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 Structural Engineer's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Structural Engineer of the Owner's determination. The Owner shall compensate the Structural Engineer for the services provided prior to the Structural Engineer's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Structural Engineer;
- .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 Structural Engineer shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Structural Engineer 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 Structural Engineer 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 Structural Engineer 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 Structural Engineer, extension of the Structural Engineer'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 Structural Engineer. The Owner and the Structural Engineer 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 Structural Engineer's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Structural Engineer'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 Structural Engineer. Upon the Structural Engineer'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 Structural Engineer in this Agreement, or authorize the Structural Engineer to furnish them as an Additional Service, when the Structural Engineer 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 Structural Engineer if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Structural Engineer's Instruments of Service.

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

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Structural Engineer's duties and responsibilities set forth in the Contract for Construction with the Structural Engineer's services set forth in this Agreement. The Owner shall provide the Structural Engineer 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 Structural Engineer access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Structural Engineer access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Structural Engineer, the Owner shall furnish the requested information as necessary and relevant for the Structural Engineer 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 Structural Engineer 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 Structural Engineer; 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 Structural Engineer, represent the Structural Engineer's judgment as a design professional. It is recognized, however, that neither the Structural Engineer 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 Structural Engineer 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 Structural Engineer.

§ 6.3 In preparing estimates of the Cost of Work, the Structural Engineer 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 Structural Engineer'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 Structural Engineer shall provide such an estimate, if identified as the Structural Engineer's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Structural Engineer, the Procurement Phase has not commenced within 90 days after the Structural Engineer 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 Structural Engineer's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Structural Engineer 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 Structural Engineer 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 Structural Engineer, 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 Structural Engineer 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 Structural Engineer 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 Structural Engineer could not reasonably anticipate, the Owner shall compensate the Structural Engineer for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Structural Engineer's services for modifying the Construction Documents shall be without additional compensation. In any event, the Structural Engineer's modification of the Construction Documents shall be the limit of the Structural Engineer's responsibility under this Article 6.

## **ARTICLE 7    COPYRIGHTS AND LICENSES**

§ 7.1 The Structural Engineer 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 Structural Engineer and the Structural Engineer'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 Structural Engineer and the Structural Engineer's consultants.

§ 7.3 The Structural Engineer grants to the Owner a nonexclusive license to use the Structural Engineer'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 Structural Engineer shall obtain similar nonexclusive licenses from the Structural Engineer'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 Structural Engineer 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 Structural Engineer and Structural Engineer'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 Structural Engineer 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 Structural Engineer. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Structural Engineer and the Structural Engineer'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 Structural Engineer 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 Structural Engineer 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 Structural Engineer 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 Structural Engineer, 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 Structural Engineer 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 Structural Engineer's services, the Structural Engineer 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 Structural Engineer 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 Structural Engineer 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

§ 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 Structural Engineer 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 Structural Engineer 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 Structural Engineer in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Structural Engineer's option, cause for suspension of performance of services under this Agreement. If the Structural Engineer elects to suspend services, the Structural Engineer shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Structural Engineer 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 Structural Engineer all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Structural Engineer's services. The Structural Engineer's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Structural Engineer shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Structural Engineer shall be compensated for expenses incurred in the interruption and resumption of the Structural Engineer's services. The Structural Engineer'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 Structural Engineer, the Structural Engineer 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 Structural Engineer 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 Structural Engineer terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Structural Engineer for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Structural Engineer'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 Structural Engineer terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Structural Engineer 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 Structural Engineer'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 Structural Engineer'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 Structural Engineer, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Structural Engineer 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 Structural Engineer by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Structural Engineer to execute certificates, the proposed language of such certificates shall be submitted to the Structural Engineer for review at least 14 days prior to the requested dates of execution. If the Owner requests the Structural Engineer to execute consents reasonably required to facilitate assignment to a lender, the Structural Engineer shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Structural Engineer for review at least 14 days prior to execution. The Structural Engineer 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 Structural Engineer.

§ 10.6 Unless otherwise required in this Agreement, the Structural Engineer 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 Structural Engineer shall have the right to include photographic or artistic representations of the design of the Project among the Structural Engineer's promotional and professional materials. The Structural Engineer shall be given reasonable access to the completed Project to make such representations. However, the Structural Engineer's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Structural Engineer in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Structural Engineer 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 Structural Engineer 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 Structural Engineer/Engineer's consultant exceeds \$50,000.00, the following provisions shall apply:

- a. The Structural Engineer/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 Structural Engineer/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 Structural Engineer/Engineer, (or registered surveyor and mapper, landscape Structural Engineer/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 Structural Engineer/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 Structural Engineer/Engineer hereinafter named or his/her qualified representatives. If, for any reason, the Structural Engineer/Engineer is unable to perform the services under this contract, the Owner shall have the right either to name or approve, another Structural Engineer/Engineer without prejudice.

## ARTICLE 11 COMPENSATION

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

Basic Service Fees listed in Article 3, 3.1.7

§ 11.2 For the Structural Engineer'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 Structural Engineer 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 Structural Engineer 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 Structural Engineer/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 Structural Engineer's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Structural Engineer 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 Structural Engineer 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 Structural Engineer and the Structural Engineer's consultants are set forth below. The rates shall be adjusted in accordance with the Structural Engineer's and Structural Engineer'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

## § 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 Structural Engineer and the Structural Engineer'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 Structural Engineer'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 Structural Engineer'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 Structural Engineer and the Structural Engineer'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 Structural Engineer

### § 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 Structural Engineer 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 Structural Engineer'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 Structural Engineer/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 Structural Engineer/Engineer.

0.00% Zero

§ 11.9.2.2 The Owner shall not withhold amounts from the Structural Engineer's compensation to impose a penalty or liquidated damages on the Structural Engineer, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Structural Engineer 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 Structural Engineer/Engineer shall submit three (3) 'original' Leon County School Board Structural Engineer/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 Structural Engineer/Engineer shall submit three (3) original LCSB Structural Engineer/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 Structural Engineer/Engineer, shall require that the Structural Engineer/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 Structural Engineer/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, Structural 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 Structural Engineer/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 Structural Engineer/Engineers and/or Engineers; the Structural Engineer/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 Structural Engineer/Engineer by the contractor. The Structural Engineer/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 Structural Engineer/Engineer to the Owner in Auto CADD format 2010 or earlier, and reproducible.

§ 12.1.7 The Structural Engineer/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 Structural Engineer 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 Structural Engineer.

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

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Structural Engineer

.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.)*

☐ ☐

.4 Other documents:

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

☐ ☐

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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 STRUCTURAL ENGINEER CONSULTING FIRM**

**Name:**

(SEAL)

ATTEST:

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

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

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

**LEON COUNTY SCHOOL BOARD  
OWNER**

\_\_\_\_\_  
By:  
Board Chair or Vice Chair

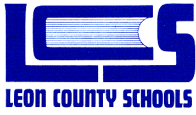
(SEAL)

ATTEST:  
Board Secretary

Approved as to Form: Via Board Docs  
School Board Attorney

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**ATTACHMENT B**



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

<b>Request for Qualifications title:</b>		<b>Request for Qualifications No:</b>	
Professional Structural Engineering Consulting Services for Sabal Palm Elementary, Building 1 Roof Restoration and Buildings 2, 3, 4, 7 and 8 Roof Replacements Project		RFQ 505-2023	
<b>Submittal Deadline:</b> Tuesday, November 1, 2022 at 2:00 p.m., Eastern Time			
<b>Legal Name of responding Firm as registered with the Florida Department of State, Division of Corporations (including any DBA):</b>			
<b>Firm Mailing Address:</b>			
<b>City – State – Zip:</b>			
<b>Phone Number:</b>			
<b>Email Address:</b>			
<b>Federal Employer’s Identification Number (FEID):</b>			
<b>Type of Business Entity (Corporation, LLC, Partnership, etc.):</b>			
<b>Authorized 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 RFQ schedule.			
<b>Primary Contact:</b>		<b>Secondary Contact:</b>	
Name, Title:		Name, Title:	
Address:		Address:	
Phone Number:		Phone Number:	
Email Address:		Email Address:	

Form shall be submitted with the Firm’s Qualification Statements.

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## ATTACHMENT C

### PROHIBITION AGAINST CONTINGENT FEES

In accordance with Section 287.055(6)(a), F.S. the following statement shall be duly signed and notarized, and included with each submitted Qualifications Statement:

The responding Firm, \_\_\_\_\_, warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Firm to solicit or secure the services sought in this RFQ and that it has not paid or agreed to pay any person, company, corporation, individual, or respondent, other than a bona fide employee working solely for the Firm any fee, commission, gift, or other consideration or item(s) of value contingent upon or resulting from the award of this RFQ.

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

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

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

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  
\_\_\_\_\_

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ATTACHMENT D



SWORN STATEMENT – 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)

a duly authorized representative 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.

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 LUNS福德 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 E

### 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 \_\_\_\_\_

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## **ATTACHMENT F**

### **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>			
<p><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.</p>			
<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>			

<p style="text-align: center;"><b>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- - Lower Tier Covered Transactions</b></p> <p>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 in eligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.</p> <p>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.</p>	
RESPONDENT OR RESPONDENT SIGNATURE	DATE
PRINT NAME AND TITLE	

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## ATTACHMENT G

### 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:**

I hereby certify that I am authorized to sign on behalf of the company identified above and that the company 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. 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:**

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

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# TRUTH-IN-NEGOTIATION CERTIFICATE

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**ATTACHMENT I  
E-VERIFY AFFIDAVIT**

- A. As of January 1, 2021, pursuant to Section 448.095, Florida Statutes, 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. As of January 1, 2021, 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, Florida Statutes.
  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 vendor/contractor to insure compliance with E-verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<http://www.uscis.gov/e-verify>) and follow the instructions. The employer must retain the I-9 Forms for inspection. By affixing your signature below you hereby affirm that you will comply with E-Verify requirements.

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 \_\_\_\_\_

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**ATTACHMENT J**  
**DRUG-FREE WORKPLACE 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 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: \_\_\_\_\_  
Vendor's Signature: \_\_\_\_\_  
Print Name and Title: \_\_\_\_\_

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