

**FACILITIES AND CONSTRUCTION  
LEON COUNTY SCHOOL BOARD**

**RE-ADVERTISEMENT  
REQUEST FOR QUALIFICATIONS  
479-2022**



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**PROFESSIONAL MECHANICAL, ELECTRICAL AND  
PLUMBING ENGINEERING CONSULTING SERVICES  
CONTINUING CONTRACT FOR PROJECTS LESS THAN  
\$1,500,000**

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**School Board Members**

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

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

----June 22, 2021 ----

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**Part I – Notice and Protest**

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Pursuant to Section 287.055, Florida Statutes, and the Chapter 6A-2.0010, F.A.C. the Leon County School Board, is seeking Professional Mechanical, Electrical and Plumbing Engineering Consulting Services Continuing Contract for Projects Less Than \$1,500,000.

Firms who are interested in providing Professional Mechanical, Electrical and Plumbing Engineering Consulting to the Leon County School Board are Tuesday, July 20, 2021 to the reception desk of the Leon County School Board, Facilities and Construction, 3420 West Tharpe Street, Suite 100, Tallahassee, Florida 32303, 850-617-5900. Qualification Statements received after the deadline will not be considered. Label shall read:

RFQ 479-2022 for Professional Mechanical, Electrical and Plumbing Engineering Consulting Services Continuing Contract for Projects less than \$1,500,000, Attn: Danny Allbritton, Director of Construction.

Instructions for completion and submission of the Qualifications Statement may be obtained on our website at <http://www.leonschools.net/Page/4233> or request assistance from Leon County School Board, Facilities and Construction, 3420 West Tharpe Street, Suite 100, Tallahassee, Florida 32303, 850- 617-5900. Qualification Statements submitted via facsimile or electronic mail will **not** be considered.

The following dates and activities tentatively identify the project milestones:

RFQ Advertisement:	June 22, 29 and July 6, 2021	
Submittal Deadline:	July 20, 2021	4:00 PM Local Time
Recommendation to Superintendent:	Shall be placed publicly on Leon County School Board Docs.	
Tentative Recommendation Board Award:	Tuesday, September 14, 2021	
Notification to Construction Managers:	After Board approval.	

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

The Leon County School Board is an equal opportunity agency.

Publish Dates: Publish Dates: June 22, 29 and July 6, 2021

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

## Protests

Any Respondent who desires to file a protest must file a written notice of protest and formal written protest with the Director of Purchasing, Leon County School Board, 3397 West Tharpe Street, Tallahassee, Florida 32303, within the time prescribed in Section 120.57(3), Florida Statutes, and Chapter 28-110, Florida Administrative Code.

**Protesting Bid Specifications:** Any person desiring to protest the conditions/specifications in this RFQ or any Addenda thereto, shall file a written notice of protest within 72 hours after receipt of the RFQ or Addendum and shall file a formal written protest within ten days after the date the written notice of protest was filed. Saturdays, Sundays and legal holidays or days during which the School Board administration is closed shall be excluded in the computation of the 72 hour period. If the tenth calendar day falls on a Saturday, Sunday or legal holiday, the formal written protest must be received on or before 4:30 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday, or day during which the School Board administration is closed. **Failure to file a written notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board Policy 6326.**

**Protests to Agreement Award:** The School Board shall provide notice of a decision or intended decision concerning a solicitation, Agreement award, or exceptional purchase by electronic posting which can be accessed at the Purchasing Department's website <http://www.boarddocs.com/fla/leon/Board.nsf/Public>. Any person desiring to protest the intended decision shall file a written notice of protest, within 72 hours after the official posting in the Purchasing Department office of the Notice of Intent to Award concerning this RFQ, and shall file a formal written protest within ten days after filing the notice of protest. Saturdays, Sundays, legal holidays and days during which the School Board administration is closed shall be excluded in the computation of the 72-hour period. If the tenth calendar day falls on a Saturday, Sunday or legal holiday, the formal written protest must be received on or before 4:30 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday or day during which the School Board administration is closed. Section 120.57(3) (b), Florida Statutes, states that "the formal written protest shall state with particularity the facts and law upon which the protest is based." Any person who files an action protesting an intended award shall post with the Purchasing Department, at the time of filing the formal written protest, a bond payable to the Leon County School Board consistent with F.A.C. Rule 28-110.005(1), and School Board Policy 6326. The bond shall be conditioned upon the payment of all costs which may be adjudged against protester in an Administrative hearing in which the action is brought and any subsequent appellate court proceeding. **Failure to file a written notice of protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board Policy 6326.**

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## **Part II – Scope of Services**

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### **Project Scope**

The Leon County School Board is seeking Professional Mechanical, Electrical and Plumbing Engineering Consulting Services to work with the District on various projects less than \$1,500,000 outlined in the Five-Year Work Plan and/or the Capital Improvements Review Team (CIRT) Report 2012. The selected firm shall be responsible for the successful, timely and economical completion of the project. The Leon County School Board “continuing contracts for minor projects” provides that the Consultant will be available on an as-needed basis beginning on the date of approval by the Leon County School Board, of the Agreement of October 1, 2021, whichever date is later, and remain in effect until June 30, 2023. This Contract Agreement may be renewed for three (3) one-year renewal periods. Renewal of this Agreement shall be in writing and subject to the same terms and conditions of this Contract. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.

The purpose of this Request for Qualifications (RFQ) is to select the most qualified Firm to provide the requested services.

Leon County School Board will issue building permits, certificate of occupancy, and provide building code inspection.

### **Number of Awards**

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

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

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

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1. This Part shall serve to provide interested firms with specific information as to the Procedures for the Selection of Firms where the method of compensation is a Negotiated Fee depending upon the scope of services. Pursuant to Florida Statutes, Chapter 1013, Florida Statute Section 287.055, Florida Consultant’s Competitive Negotiation Act (CCNA), and Florida Administrative Code (FAC), Rule 6A-2.0010,. Leon County Schools will consider the contracting of the most qualified firm to provide Professional Mechanical, Electrical and Plumbing Engineering Consulting services as outlined in the Scope of Services.
2. Interested firms shall submit six (6) bound qualification statements in the format provided in Section V. Qualification Statements shall be received at the Facilities and Construction, 3420 West Tharpe Street, Suite 100, Tallahassee, Florida 32303 as indicated in Part I- Notice. Submittals received after 4:00 p.m. and those received via facsimile or electronic mail will **not** be considered.
3. All questions concerning the request for qualifications or procedures to be followed should be directed by E-mail to [rfq.construction@leonschools.net](mailto:rfq.construction@leonschools.net). All interested firms are hereby cautioned **not** to contact any member of the selection committee, employee of the Leon County School Board, or Leon County School Board member regarding this solicitation.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays and state holidays, any employee or officer of the Leon County School Board concerning any aspect of this solicitation, except in writing to the E-mail [rfq.construction@leonschools.net](mailto:rfq.construction@leonschools.net). Violation of this provision may be grounds for rejecting a response.

4. The selection process will consist of the following:

Qualifications reviewed  
Recommendation for Contract Award  
Board Approval

5. The Qualification Statements received in response to this RFQ will be evaluated using the Checklist and Summary provided in Part VI.
6. Facilities and Construction will submit its recommendation to the Superintendent who shall take it to the Leon County School Board for review and approval.
7. Once the Leon County School Board has approved the recommendation, the Facilities and Construction will submit continuing contracts to the Superintendent who shall take it to the Leon County School Board for review and approval.
8. The Leon County School Board, or its designee shall (when projects become available) engage to contact a firm for purposes of negotiating an Agreement for each project. In so doing, the Leon County School Board or its designee, shall determine and negotiate compensation that is fair, competitive, and reasonable for the services to be supplied. Contract negotiation shall be conducted in accordance with Florida Statute 287.055(5).
9. The Leon County School Board shall contain a prohibition against contingent fees as follows: The 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 this agreement and that it has not been paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the firm any fee, commission,

percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the Breach or violation of this provision, the Leon County School Board shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

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

**Level 2 Screening Requirements:**

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

**Finger Printing and Background Check:**

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

Where: Leon County School Board –Safety & Security Department

2757 W. Pensacola St.

Tallahassee, Florida 32304

When: Monday-Friday

8:00 a.m. – 5:00 p.m.

Point of Contact: Donald Kimbler 850-487-7293

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

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

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

15. The Leon County School Board reserves the right to award a contract to the next most qualified firm, if an acceptable agreement cannot be negotiated with a higher ranked firm.
16. The successful firms shall not be discriminatory towards any person in accordance with federal, state and local law.
17. Conflict of Interest: The respondent covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under the contract resulting from this solicitation. (Attached hereto and made a part hereof as Attachment D).
18. Prohibition Against Contingent Fees: In accordance with Florida Statute 287.055(6)(a), the respondent, warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bon fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement. (Attached hereto and made a part hereof as Attachment E).
19. Debarment, Suspension, Ineligibility and Voluntary Exclusion: The Respondent agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Respondent shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction. The Respondent shall include the language of this section in all subcontracts or lower tier agreements executed to support the Respondent's work under this Solicitation. (Debarment, Suspension, Ineligibility and Voluntary Exclusion Form attached hereto and made a part hereof as Attachment F)
20. Public Entity Crimes: A Respondent, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid response on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a respondent, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

21. **Public Records Law:** Pursuant to Florida Statutes Chapter 119.071(1), proposals received as a result of this RFQ will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all proposal documents or other materials submitted by all Proposers in response to this RFQ will be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Respondent asserts any portion of its proposal is exempt or confidential from disclosure under Florida's public records, the burden shall be on the Proposer to obtain a protective order from a jurisdictional court protecting such information from disclosure under Florida's public records laws and also timely provide a certified copy of such protective order to the School Board prior to the School Board's release of such information into the public domain.
22. **Local Purchasing Preference:** The local preference policy set forth in Leon County School Board policy 6450 Local Purchasing Preference policy shall not apply to purchases or contracts for professional services procurement of which is subject to the Consultants Competitive Negotiation Act as defined in F.S. 287.055 or subject to any competitive consultant selection policy or procedure adopted or utilized by the Board.
23. **Small Business Development Program:** The local preference set forth in Leon County School Board policy 6325 Small Business Development Program shall apply as follows: In the case of requests for proposals, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, Leon County 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.
24. **Forum Selection and Choice of Law.** The contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of the contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition of invalidity, without invalidating the remainder of such provision or the remaining provisions of this contract. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
25. **Regardless of whether Respondent is selected for award or successfully obtains any contract for work under this Solicitation:**
  - A. Upon receipt by the Department, all material submitted by Respondent in response to the Solicitation shall be and become property of the Department and shall be a public record, as that term is defined in Chapter 119 Florida Statutes. Material submitted in response to the Solicitation shall be subject to disclosure and production by the Department as a public record, upon request of any person entitled thereto, thirty (30) days following the opening of the response or when the notice of intended award is posted, whichever occurs first.
  - B. Submittal of materials by Respondent (including, without limitation, financial, technical, proprietary, and pricing information) shall constitute its waiver of any right or claim of trade secret, copyright, confidentiality or privilege therein and of any right or claim of exemption from disclosure or reproduction of the materials by the Department as a public record.
  - C. Respondent agrees and does by submittal of materials in response to this Solicitation, transfer, convey and assign to the Department, without charge, a perpetual, non-exclusive, unlimited license to use, reproduce, publish or disclose any and all information contained therein; including, but not limited to, the right of the Department to incorporate the materials in any solicitation, negotiation, contract, agreement, purchase order, task order or other document, regardless of whether Respondent is a party thereto.

26. All changes to the RFQ will be posted on the Construction & Facilities Contracting website <http://www.leonschools.net/Page/4233>. It is the prospective vendor's responsibility to periodically check the website. Leon County School Board bears no responsibility for any delays, or resulting impacts, associated with a prospective vendor's failure to obtain the information made available through the website.
27. Post Project evaluations shall be conducted in accordance with School Board Policy 6321 Construction of Educational Facilities, item General requirements for Construction Projects, section G. Post Project Evaluation <http://www.neola.com/leon-fl/>
28. Disqualification. If Contract value exceeds one (1) million dollars, the Contractor shall certify 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. Contractor agrees that the Department may immediately terminate this Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor 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 this Contract, pursuant to Section 287.135(5), F.S. (Attached hereto and made a part hereof as Attachment G).
29. 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. (Attached hereto and made a part hereof as Attachment H).
30. Tie Bid: In accordance to FS 287.087, tie bid preference shall be awarded to Respondents with Drug Free Work Place programs. Whenever two or more are equal with regard to price, quality, and service, a response received from a business that certifies that it has implemented a Drug Free Work Place, program shall be given preference in the award process. In the event both Respondents have a Drug Free Work Place, preference shall be awarded in the following order: Local Vendors as specified in School Board Policy 6450, SBE certified as specified in School Board Policy 6325. If both Respondents meet all requirements, according to standard purchasing practice, the Director of Construction or their designee will flip a coin to break the tie. Respondent's company name closest to the letter "A" will be assigned heads in the coin toss. If applicable, the respondent shall sign and submit the Drug-Free Workplace Certification to certify that the respondent has a drug-free workplace program. (Attached hereto and made a part hereof as Attachment I).
31. In compliance with Florida Statute 286.0113 General exemptions from public meetings – A complete recording shall be made of the presentations. The recording of, and any records presented at, the presentation are exempt from s.119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever occurs earlier.provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever occurs earlier.
32. Florida Lumber In accordance with F.S. 255.2575(4)(a) contractors must use lumber, timber, and other forest products manufactured in Florida, if wood is a component of the public work, and if such products are available and their price, fitness, and quality are equal. This requirement does not apply to plywood specified for monolithic concrete forms, if the structural or service requirements for timber for a particular job cannot be supplied by native species or if construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacturer.

33. Purchases by other public agencies: With the consent and agreement of the Construction Manager Continuing Contracts (under \$1,500,000) named herein, purchases may be made under this agreement by other governmental agencies by the same pricing, terms and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.
  
34. Truth –In-Negotiation: The selection of professional service providers for construction projects policy set forth in Leon County School Board policy 6330 B. (8) shall apply as follows: For any lump-sum or cost-plus-a-fixed-fee professional service contract over \$175,000, the District shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within one (1) year following the end of the contract. (Attached hereto and made a part hereof as Attachment J).

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

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

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**Part V - Qualification Statement Format**

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The following format is intended to provide Facilities and Construction 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.

Facilities and Construction shall review the Qualification Statements for compliance with the requirements and provide an objective evaluation of all interested firms.

Facilities and Construction will submit its recommendation of firms for continuing contract to the Superintendent who shall take it to the Leon County School Board for review and approval.

Provide the requested information in the format outlined below;

**COVER SHEET**

**(non-scored)**

- A. Provide a cover sheet indicating the following;
  - 1. Firm Name
  - 2. Request for qualifications number: RFQ 479-2022
  - 3. Project title: Professional Mechanical, Electrical and Plumbing Engineering Consulting Services Continuing Contract
  - 4. Submittal date and time as indicated in Part II – Scope of Services

**SECTION 1 - INTRODUCTION**

**A. Letter of Introduction**

**(10 Points)**

Provide a brief profile of the responding firm addressed in a letter to the Director of Construction, not to exceed 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

**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 highlighting the overall qualifications contained in the total qualification package, maximum one single sided page.

**SECTION 2 - EXPERIENCE AND PAST PERFORMANCE**

**A. Related project experience**

**(15 Points)**

List three (3) **K-12 Educational Facilities** projects your firm has provided/is providing Professional Mechanical, Electrical and Plumbing Engineering Consulting Services similar in scope to projects less than \$1,500,000. In no case shall fewer than three (3) **K-12 Educational Facilities** projects be submitted. Firms submitting fewer than three (3) **K-12 Educational Facilities** projects will be deemed nonresponsive and rejected. In determining which projects are more related, consider: related size and complexity; how many members of the proposed team worked

on the listed project; and how recently the project was completed. List the projects in priority order, with the most related project listed first. For each of the listed projects, provide the following information:

1. Name and location of the project.
2. Project Owner's representative name, address and phone number.
3. The name, address and telephone number of the project architect.
4. Size of project - gross area of construction, number of facilities, etc.
5. Owners Construction Budget.
6. Negotiated Fee.
7. Final construction value and cost per square foot.
8. Indicate the number of change orders on the project and include the following detail:
  - a. Change order increase/decrease amount
  - b. Reason for change order (owner driven / error or omission, or other)
9. Contracted substantial and final completion dates.
10. Actual substantial completion and final completion dates. (if the project is not complete, indicate the percent complete and whether or not it is on schedule)
11. Project type - new construction, addition, remodeling, renovation, re-use.
12. Work those respondents staff 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.
15. Why was Construction Management chosen for each project?

### **SECTION 3 – PROJECT TEAM**

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

#### **A. Office Staff**

**(10 Points)**

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

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

#### **B. On Site 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. How many years with other firms
6. 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 your staff to provide the technical services required for:
  - a. Option analysis/value engineering
  - b. Design review and construction analysis
  - c. Budget estimating
  - d. Life cycle cost analysis
  - e. Construction Scheduling
  - f. Quality Control (Design and Construction)
  - g. Cost control
  - h. Change Order negotiation
  - i. Claims management
  - j. Project close-out
  - k. Transition planning

**D. Organizational Chart**

**(10 Points)**

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

**SECTION 4 – PROJECT APPROACH AND SCHEDULING METHODOLOGY**

**A. Project Approach  
Points)**

**(10**

Explain your firm’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 and program for implementing and 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 Firm’s ability to adhere to scope and schedule in effort to ensure the success of the Project.

**B. Delivery of Documents**

**(15 Points)**

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

**C. Small Business Participation**

**(10 Points)**

Describe how the firm will solicit and utilize small business participation in sub contracts. Set forth the amount of participation for past projects.

**Section 5 – Draft Contract, Miscellaneous Information and Addenda**

**(non-scored)**

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

**Section 6 – Qualifications Statement Checklist**

**(non-scored)**

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

**Section 7 –Attachments**

**(non-scored)**

Complete and include the following: Attachment 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 Mechanical, Electrical and Plumbing Engineer”
Attachment B	–	Acknowledgement Form
Attachment C	–	Sworn Statement –Jessica Lundsford Act Form
Attachment D	–	Conflict of Interest Disclosure Form
Attachment E	–	Prohibition Against Contingency Fees Form
Attachment F	–	Debarment Question and Answer And Debarment Form
Attachment G	–	Certification Regarding Scrutinized Companies List
Attachment H	–	E-Verify Affidavit
Attachment I	–	Drug-Free Workplace Certification
Attachment J	-	Truth –In-Negotiation

**Section 8 – Executive Summary**

**(non-scored)**

**Section 9 – 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 approved vendors.

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**Part VI– Checklist and Scoring Summary**

<b>Cover Sheet</b>		<b>(non-scored)</b>
<b>Section 1</b>	<b>Introduction</b> Letter of Introduction Table of Contents Introductory Narrative	<b>10 Points</b>
<b>Section 2</b>	<b>Experience and Past Performance</b> Related <b>K-12 Educational Facilities</b> project experience	<b>15 Points</b>
<b>Section 3</b>	<b>Project Team</b> Office Staff On Site 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 Architect” Attachment B – Acknowledgement Form Attachment C – Sworn Statement – Jessica Lundsford Act Form Attachment D – Conflict of Interest Disclosure Form Attachment E – Prohibition Against Contingency Fees Form Attachment F – Debarment Question and Answer and Debarment Form Attachment G – Certification Regarding Scrutinized Companies List Attachment H - E-Verify Affidavit Attachment I - Drug-Free Workplace Certification Attachment J - Truth –In-Negotiation	<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> 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 approved vendors.	<b>5 Points</b>
	<b>Total</b>	<b>105 Points</b>

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## **Part VII – Selection of Firms for Specific Projects Guidelines**

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Once the contract(s) resulting from this solicitation are in place, Facilities and Construction will utilize the following criteria, as defined in Chapter 287.055, Florida Statutes, to select firms for specific projects:

1. **Ability of Professional Personnel**

The interested respondent 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. The staff should be present at the interview.

2. **Small Business Participation**

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**

The respondent 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**

The respondent shall demonstrate verbally and/or graphically their plan :

- Staying within the specified budget
- Meeting the required timelines
- Incorporating owner design input
- The respondents approach to Construction Administration

5. **Location**

Office Location to the site

6. **Recent, Current and Projected Workloads of Respondent**

7. **Volume of Work Previously Awarded by Leon County School Board**

**(Equitable distribution of contracts)** Dollar value and number of projects awarded in the previous three (3) years to the Respondent by Leon County Schools

8. **Small Business Development Program**

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 approved vendors.

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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 Mechanical, Electrical and Plumbing Engineering Engineer”
Attachment	B -	Acknowledgement Form
Attachment	C -	Sworn Statement –Jessica Lundsford Act
Attachment	D -	Conflict Of Interest Disclosure Form
Attachment	E -	Prohibition Against Contingency Fees
Attachment	F -	Debarment Question and Answer and Debarment Form
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# DRAFT Attachment A

## AIA<sup>®</sup> Document B101<sup>™</sup> – 2017

### *Standard Form of Agreement Between Owner and Engineer*

AGREEMENT made as of the 1<sup>st</sup> day of October in the year 2021

BETWEEN the Engineer's client identified as the Owner:

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

and the Engineer:

TBD

for the following Project:

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

The Leon County School Board (Owner) to implement various Mechanical, Electrical  
and Plumbing Engineering Consulting services projects as defined in a Short Form  
Agreement, which becomes a part of this Contract. Projects shall include, but not be  
limited to: consultations, feasibility studies, new construction, repairs, renovations,  
alterations, and remodeling not to exceed \$1,500,000.00.

The Owner and Engineer agree as follows.

#### Term

This Agreement shall begin on the date of Board approval of the Agreement of October 1,  
2021, whichever date is later, and remain in effect until June 30, 2023, inclusive. This  
Agreement may be renewed for three (3) one-year renewal periods. Renewal of this  
Agreement shall be in writing and subject to the same terms and conditions of this  
Agreement. All renewals are contingent upon satisfactory performance by the Contractor  
and the availability of funds.

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

This document has important  
legal consequences.  
Consultation with an  
attorney is encouraged with  
respect to its completion  
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## TABLE OF ARTICLES

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7	COPYRIGHTS AND LICENSES
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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:

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

Total Estimated Construction Budget TBD.

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

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

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

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

§ 1.1.2 The Project's physical characteristics:

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

The Leon County School Board (Owner) to implement various Mechanical, Electrical and Plumbing Engineering Consulting services projects as defined in a Short Form Agreement, which becomes a part of this Contract. Projects shall include, but not be limited to: consultations, feasibility studies, new construction, repairs, renovations, alterations, and remodeling not to exceed \$1,500,000.00.

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

The Total Estimated Construction Budget will be used as a basis for determining the Engineer's fee for all work designed or specified by the Engineer, including labor, materials and built-in equipment, shall be determined as follows:

a. Listed above is the estimated cost in 1.1.1 and 1.1.2 .

§ 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

To be determined upon completion of the Design Documents and Construction Documents.

§ 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:

Not Applicable

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and 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 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 and 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
Assigned Project Coordinator	3420 West Tharpe Street, Suite 100 Tallahassee, Florida 32303	850-617-5900
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 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/Environmental Engineer(s) for Construction materials testing and Test and Balance.

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

Name and Title	Address	Phone Number
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§ 1.1.11 The Engineer shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:
- .2 Mechanical Engineer:
- .3 Electrical Engineer:
- .4 Civil Engineer

§ 1.1.11.2 Consultants retained under Supplemental Services:

- 1 Structural Engineer
- .2 Mechanical Engineer
- .3 Electrical Engineer
- .4 Civil Engineer
- .5 Landscape Architecture

§ 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); Cathy Reed, Director of Nutrition; John Hunkiar, Director of Safety & Security; LaRoderick McQueen, Certified Building Official; Michael Moore, 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.

§ 1.1.12.4 The Owner and 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 Engineer shall appropriately adjust the Engineer's services, schedule for the Engineer's services, and the 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.

§ 1.1.12.5 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.

§ 1.1.12.5.1 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 ENGINEER'S RESPONSIBILITIES

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

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

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

§ 2.5.1 Commercial General Liability with policy limits of not less than **one million dollars** (\$1,000,000.00) for each occurrence and two **million dollars** (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Engineer with policy limits of not less than **one million dollars** (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The 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 Employers' Liability with policy limits not less than **one million dollars** (\$1,000,000.00) each accident, **one million dollars** (\$1,000,000.00) each employee, and **one million dollars** (\$1,000,000.00) policy limit.



§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the 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 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.

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

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

§ 3.1 The 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 Engineer shall manage the 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 Engineer shall coordinate its services with those services provided by the Owner and the Owner's consultants. The 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 Engineer shall provide prompt written notice to the Owner if the Engineer becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2.1 Permits as required.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Engineer shall submit for the Owner's approval a schedule for the performance of the 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 Engineer or Owner. With the Owner's approval, the Engineer shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The 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 Engineer's written approval.

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

§ 3.1.6 The 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:

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

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

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

§ 3.2.7.1 The 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 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 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 architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. 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 Engineer shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

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

§ 3.4.2.1 The 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 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 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 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 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 Engineer.
- The 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 Engineer B101-2007, Article 3.4.1, “Construction Documents (100%).”** This cost shall be borne by the Engineer. **These six sets MUST be signed sealed by the 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 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 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 Engineer shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The 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 Engineer shall assist the Owner in establishing a list of prospective contractors. Following the Owner’s approval of the Construction Documents, the 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 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 The Engineer shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall 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 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 The Engineer shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall 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 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 Engineer’s services under this Agreement unless the Owner and the Engineer amend this Agreement.

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

#### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The 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 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 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 Engineer has the authority to reject Work that does not conform to the Contract Documents. Whenever the Engineer considers it necessary or advisable, the 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 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 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 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 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 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 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 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 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 Engineer shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Engineer's certification for payment shall constitute a representation to the Owner, based on the 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 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 Engineer.

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

### § 3.6.4 Submittals

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

§ 3.6.4.2 The 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 Engineer's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The 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 Engineer shall specify the appropriate performance and design criteria that such services must satisfy. The 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 Engineer. The 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 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 Engineer shall review and respond to requests for information about the Contract Documents. The 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 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 Engineer shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

### § 3.6.6 Project Completion

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

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

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

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



Supplemental Services	Responsibility (Engineer, Owner, or not provided)
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 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 Engineer's responsibility is provided below.

Additional 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.

Additional Services included in this Contract as part of Hoy + Stark Engineers, P.A. dba HoyStarkHagan Engineers, proposal dated **February 5, 2021**, includes the following:

Additional Services Consultants	Fee
<b>Additional Services Consultants Sub-Total</b>	
<b>Additional Services Reimbursables</b>	
Reimbursable Expenses	
<b>Additional Services Reimbursable Sub-Total</b>	
<b>Total Additional Service Fee for this scope of work</b>	

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

Not Applicable

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

§ 4.2 Engineer's Additional Services

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

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

§ 4.2.2 To avoid delay in the Construction Phase, the 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 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 Engineer of the Owner's determination. The Owner shall compensate the Engineer for the services provided prior to the Engineer's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the 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.
- .6 To the extent the Engineer's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

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

**Reviews as outlined above shall be included in phased projects too.**

§ 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 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 Engineer, extension of the 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 Engineer. The Owner and the 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 Engineer's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the 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 Engineer. Upon the 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 Engineer in this Agreement, or authorize the Engineer to furnish them as an Additional Service, when the 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 Engineer if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Engineer's Instruments of Service.

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

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Engineer's duties and responsibilities set forth in the Contract for Construction with the Engineer's services set forth in this Agreement. The Owner shall provide the 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 Engineer access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the 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 Engineer, the Owner shall furnish the requested information as necessary and relevant for the 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 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 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 Engineer, represent the Engineer's judgment as a design professional. It is recognized, however, that neither the 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 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 Engineer.

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

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

## ARTICLE 7 COPYRIGHTS AND LICENSES

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

§ 7.3 The Engineer grants to the Owner a nonexclusive license to use the 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 Engineer shall obtain similar nonexclusive licenses from the 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 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 Engineer and 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 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 Engineer. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Engineer and the 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 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 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 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 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 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 Engineer's services, the 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 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 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 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 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 Engineer in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Engineer's option, cause for suspension of performance of services under this Agreement. If the Engineer elects to suspend services, the Engineer shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the 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 Engineer all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Engineer's services. The Engineer's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Engineer shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Engineer shall be compensated for expenses incurred in the interruption and resumption of the Engineer's services. The 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 Engineer, the 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 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 Engineer terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Engineer for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the 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 Engineer terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Engineer the following fees:

.1 Termination Fee:

Compensation for use of Engineer's Instruments of Services shall be negotiated between Owner and Engineer.

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

Compensation for use of Engineer's Instruments of Services shall be negotiated between Owner and Engineer.

§ 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 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 Engineer, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the 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 Engineer by the Owner prior to the assignment.

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



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

## ARTICLE 11 COMPENSATION

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

Basic Services Fees listed in Article 3, 3.1.7

§ 11.2 For the 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 Engineer as follows:

Additional Services Fees listed in Article 4, 4.1.2.1

§ 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 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 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 Engineer's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Engineer plus One and Two-Tenths percent (1.20%)

§ 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%)
<hr/> Total Basic Compensation	<hr/> One hundred percent (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 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 Engineer and the Engineer's consultants are set forth below. The rates shall be adjusted in accordance with the Engineer's and Engineer's consultants' normal review practices.

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.

<b>Employee or Category</b>	<b>Rate</b>
-----------------------------	-------------

§ 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 Engineer and the 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 Fees paid for securing approval of authorities having jurisdiction over the Project; **Must be in writing with prior approval by owner;**
- .4 Printing, reproductions, plots, 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, models, mock-ups, professional photography, and presentation materials requested by the Owner; **Must be in writing with prior approval by owner;**
- .8 Engineer's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such

- insurance in excess of that normally carried by the Engineer's consultants; **Must be in writing with prior approval by owner;**
- .9 All taxes levied on professional services and on reimbursable expenses; **Must be in writing with prior approval by owner; Not Applicable**
  - .10 Site office expenses; **Must be in writing with prior approval by owner;** and
  - .11 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 Engineer and the Engineer's consultants plus **one and one-tenth percent (1.10%)** of the expenses incurred.

<b>Reimbursable Expenses</b>	<b>Fee</b>
Reimbursable Expenses (Basic Services) Listed in Article 3, 3.1.7	
Reimbursable Expenses (Additional Services) Listed in Article 4, 4.2	
<b>Total Reimbursable Expenses for Basic and Additional Services</b>	

§ 11.9 Payments to the Engineer

§ 11.9.1 Initial Payments

§ 11.9.1.1 An initial payment of **zero dollars** (\$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 Engineer of **zero dollars** (\$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 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 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 Engineer.

§ 11.9.2.2 The Owner shall not withhold amounts from the Engineer's compensation to impose a penalty or liquidated damages on the Engineer, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the 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 Engineer shall submit three (3) 'original' Leon County School Board 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 Special terms and conditions that modify this Agreement are as follows:

§ 12.1.1 **Payment:** The Engineer shall submit three (3) original LCSB 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 Engineer, shall require that the 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 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, architectural, 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 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 Engineer; the 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 Engineer by the contractor. The 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 Engineer to the Owner in Auto CADD format 2010 or earlier, and reproducible.

§ 12.1.7 The 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 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 Engineer.

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

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Engineer
- .2 Other documents:

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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 MECHANICAL, ELECTRICAL AND PLUMBING  
ENGINEERING 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

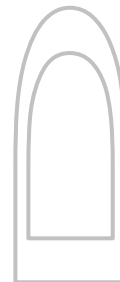
(SEAL)

ATTEST:

Board Secretary



Approved as to Form: Via Board Docs  
School Board Attorney




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**ATTACHMENT B**

**ACKNOWLEDGEMENT FORM**

	<b>LEON COUNTY SCHOOL BOARD</b> <b>REQUEST FOR PROFESSIONAL MECHANICAL, ELECTRICAL AND PLUMBING ENGINEERING CONSULTING SERVICES CONTINUING CONTRACT FOR PROJECTS LESS THAN \$1,500,000</b>		
<b>Request for Qualifications title:</b> Professional Mechanical, Electrical and Plumbing Engineering Consulting Services Continuing Contract for Projects Less Than \$1,500,000	<b>Request for Qualifications No:</b> RFQ 479-2022		
<b>Submittal Deadline:</b> @ 4:00 p.m. on Tuesday, July 20, 2021			
<b>Legal Name of Vendor as registered with the Department of State, Division of Corporations (including any DBA):</b>			
<b>Vendor Mailing Address:</b>			
<b>City – State – Zip:</b>			
<b>Phone Number:</b>			
<b>Fax Number:</b>			
<b>Email Address:</b>			
<b>Federal Employer’s Identification Number (FEID) No.:</b>			
<b>Type Of Business Entity (Corporation, LLC, Partnership, etc.):</b>			
<b>Vendor Contacts:</b> Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the Request for Qualifications schedule.			
<b>Primary Contact:</b>		<b>Secondary Contact:</b>	
Name, Title:		Name, Title:	
Address:		Address:	
Phone Number:		Phone Number:	
Fax Number:		Fax Number:	
Email Address:			

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**ATTACHMENT C  
SWORN STATEMENT**



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

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

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

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

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

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

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

STATE OF FLORIDA  
COUNTY OF

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_.  
Day Month Year Name of person acknowledging

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of Notary Public)

Personally Known or Produced Identification

Type of Identification Produced:

**ATTACHMENT D**

**CONFLICT OF INTEREST DISCLOSURE FORM**

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

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

\_\_\_\_\_, whose address is \_\_\_\_\_,  
(Firm Name) (Address)

and that I possess the legal authority to make this affidavit on behalf of myself and the Firm for which I am acting;  
and,

2. Except as listed below, no employee, officer, or agent of the Firm 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, Firm, 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: \_\_\_\_\_

Firm 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 \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_.  
Day Month Year Name of person acknowledging

\_\_\_\_\_  
*Signature of Notary Public*

\_\_\_\_\_  
*(Printed, typed or stamped commissioned name of Notary Public)*

Personally Known or Produced Identification

Type of Identification Produced:

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**ATTACHMENT E**

**PROHIBITION AGAINST CONTINGENT FEES**

In accordance with Florida Statute 287.055(6)(a), the following statement duly signed and notarized, must be included in each proposal:

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

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

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

STATE OF FLORIDA  
COUNTY OF

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_.

Day

Month

Year

Name of person acknowledging

\_\_\_\_\_  
*Signature of Notary Public*

\_\_\_\_\_  
*(Printed, typed or stamped commissioned name of Notary Public)*

Personally Known or Produced Identification

Type of Identification Produced:

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## ATTACHMENT F

### DEBARMENT QUESTION AND ANSWER AND DEBARMENT FORM

#### 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 contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

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

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

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

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

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

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

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

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

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

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

NAME		DOING BUSINESS AS (DBA)	
STREET ADDRESS		CITY, STATE, ZIP CODE	FEDERAL EMPLOYER ID NUMBER
This certification is submitted as part of a request to contract. The applicable Procurement or Solicitation Number, if any, is _____			
<b>Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- -Lower Tier Covered Transactions</b>			
<b>READ CAREFULLY BEFORE SIGNING THE CERTIFICATION.</b> Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.			
<ol style="list-style-type: none"> <li>1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.</li> <li>2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.</li> <li>3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.</li> <li>4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal and voluntarily excluded as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.</li> <li>5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, I shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CRF 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>			

**Certification Regarding Debarment, Suspension, Ineligibility and  
Voluntary Exclusion- - Lower Tier Covered Transactions**

- 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.
- 1.

- Where the prospective lower tier participant is unable to certify to any of the statements in this certification,
2. such prospective participant shall attach an explanation to this proposal.

BIDDER OR CONTRACTOR SIGNATURE	DATE
PRINT NAME AND TITLE	



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**ATTACHMENT G**  
**CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

Respondent Name: \_\_\_\_\_

Respondent's Authorized Representative Name and Title: \_\_\_\_\_

\_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Respondent FEIN: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

**Certification:**

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

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

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

Print Name and Title: \_\_\_\_\_

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**ATTACHMENT H  
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 \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_.

Day                      Month                      Year                      Name of person acknowledging

\_\_\_\_\_  
*Signature of Notary Public*

\_\_\_\_\_  
*(Printed, typed or stamped commissioned name of Notary Public)*

Personally Known or Produced Identification

Type of Identification Produced:

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**ATTACHMENT I  
DRUG FREE WORK PLACE CERTIFICATION**

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against the employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 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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ATTACHMENT J

**TRUTH-IN-NEGOTIATION CERTIFICATE**

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

of **Firm Name** hereby certify that wage rates and other factual unit costs supporting the compensation to be paid under Leon County School Board Contract for **Continuing Contracts RFQ 479-2022**, are accurate, complete, and current as of the date of execution of the above mentioned Contract.

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

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

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

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

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



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