

Division of Facilities & Construction  
**LEON COUNTY SCHOOLS**

**RFQ 324-2015**



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**Professional Architectural Consulting Services  
for  
Buck Lake Elementary School,  
New Construction, Remodeling and Renovations &  
Site Improvements Project**

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**School Board Members**

Forrest Van Camp, Board Chairperson  
Maggie B. Lewis-Butler, Vice Chair  
Dee Dee Rasmussen, Board Member  
Dee Crumpler, Board Member  
Georgia "Joy" M. Bowen, Board Member

Jackie Pons,  
Superintendent of Schools  
[www.leonschools.net](http://www.leonschools.net)

----July 9, 2014----

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Division of Facilities & Construction  
3420 West Tharpe Street, Suite 100  
Tallahassee, Florida 32303

**Part I – Notice for RFQ 324-2015 Professional Architectural Consulting Services for Buck Lake ES New Construction, Remodeling & Renovations, & Site Improvements Project**

Pursuant to Section 287.055, Florida Statutes, and the Chapter 6A-2.0010, F.A.C. the School Board of Leon County, Florida, will consider the contracting of a Professional Architectural Consulting Services for the following project: Request for Qualifications #324-2015 Buck Lake Elementary School New Construction, Remodeling and Renovations, and Site Improvements Project.

Architectural firms who are interested in providing Professional Architectural Consulting to the Leon County School Board are hereby notified and shall submit five (5) bound Qualification Statements no later than 4:00 p.m. local time on **Wednesday, July 23, 2014** to the reception desk of the Leon County School Board, Division of Facilities, 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 324-2015, Professional Architectural Consulting Services for Buck Lake Elementary School  
New Construction, Remodeling & Renovations, & Site Improvements Project. Attn: Danny  
Allbritton, Director of Construction.

Instructions for completion and submission of the Qualifications Statement may be obtained on our website at <http://www.leon.k12.fl.us/public/business/purchasing/FacilitiesConstructionRFQ.html> or request assistance from Leon County School Board, Division of Facilities, 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:

Submittal Deadline	July 23, 2014	4:00 PM Local Time
Screening Date (Selection Committee)	July 31, 2014	
Interview Date (Selection Committee)	Aug. 13, 2014	8:00 am – 12:30 pm
Tentative Recommendation to Board	Aug. 14, 2014	
Board Approval	Aug. 27, 2014	

The School Board of Leon County, Florida 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.

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

Publish Dates: **July 1, 8, 15, 2014**

**Note: Addendum No. 1 has revised schedule for submittals, screening and interviews.**

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Division of Facilities & Construction  
3420 West Tharpe Street, Suite 100  
Tallahassee, Florida 32303

## **Part II – Scope of Services**

### **RFQ 324-2015 Professional Architectural Consulting Services for Buck Lake ES – New Construction, Remodeling and Renovations & Site Improvements Project**

#### **Project Scope**

The Leon County School Board is requesting a Professional Architectural Consulting firm to work with the Department of Facilities, Planning and Construction and the selected Architect of Record on the project described below. The firm to be selected shall be responsible for the successful, timely, and economical completion of the project.

The professional architectural consulting services shall include, but not be limited to the following:

1. preconstruction services (to the extent applicable), involving the selected Construction Manager at Risk firm for this project.
2. Coordinating with the Construction Manager at Risk the bidding and contracting with all subcontractors, supervision of the work, coordinating scheduling of the work, and working with the architect and engineer of record on the project.
3. For more detailed information, please refer to the attached draft Agreement Between Owner and Architect, Exhibit A, Exhibit A Deliverables, and Special Terms & Condition Modifications AIA Document B101-2007, Articles 1 through 13 dated July 7, 2014.

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

#### **Project Description**

The selected firm shall provide Professional Architectural Consulting Services for Buck Lake Elementary School

1. **Site Work:** \$1,250,000.00
2. **New Construction:** Add (4) Primary Classrooms, (4) Intermediate/Middle Classrooms, Science Demo, Science Lab, (5) Teacher Planning Offices, Multi-purpose Dining Room, Multi-purpose chair storage room, (10) Materials storage rooms, (5) Male Restrooms, (5) Female Restrooms . 16,705 sq. ft. Budget: \$4,287,876.00.
3. **New Construction Expand Kitchen:** 2,091 sq. ft. Budget \$374,289.00
4. **Remodel Building 5 to expand Kitchen:** 2,200 sq. ft. Budget \$198,000.00  
Total Budget for this project is **\$6,110,165.00.**

Buck Lake Elementary School  
1600 Pedrick Road  
Tallahassee, FL 32317

## **Part II- Scope of Services**

RFQ 324-2015 Professional Architectural Consulting Services for Buck Lake ES New Construction, Remodeling and Renovations & Site Work Project

LCSB will issue building permits, certificate of occupancy, and provide building code inspection.

**Project Schedule**

RFQ Advertisement:	July 1, 8, 15, 2014	
Submittal Deadline:	July 23, 2014	4 PM Local Time
Screening Committee:	July 31, 2014	
Short List Contacted:	July 31/Aug. 1, 2014	
Interview Committee:	August 13, 2014	8 a.m. – 12:30 p.m.
Recommendation to Superintendent:	Aug 14 tentative	
Board Award:	Aug. 26, 2014	
Negotiations may begin:	August 27, 2014	
Contract to the Board	as soon as possible	
Notice to Proceed	as soon as possible	

**Go to Addendum No. 1 dated July 9, 2014 for revised Project Schedule**



Division of Facilities & Construction  
3420 West Tharpe Street, Suite 100  
Tallahassee, Florida 32303

**Part III –Qualifications Statement Procedures**

**RFQ 324– 2015 Architectural Consulting Services for Buck Lake ES New Construction, Remodeling & Renovations, & Site Improvements Project.**

1. This Part shall serve to provide the interested firm with specific information as to the Procedures for the Selection of an Architectural firm where the method of compensation is a Negotiated Fee depending upon the scope of services. Pursuant to Chapter 1013, Florida Statutes, the Florida Consultant's Competitive Negotiation Act (CCNA), Section 287.055 Florida Statutes, and Rule 6A-2.0010, Florida Administrative Code (FAC). Leon County Schools will consider the contracting of the most qualified firm to provide architectural consulting services as outlined in the Scope of Services.
2. Interested firms shall submit five (5) bound qualification statements in the format provided in Section V. Qualification Statements shall be received at the Division of Facilities and Construction, 3420 West Tharpe Street, Suite 100, Tallahassee, Florida 32303 as indicated in Part II- Scope of Services. 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 [rfg.construction@leonschools.net](mailto:rfg.construction@leonschools.net) . All interested firms are hereby cautioned **not** to contact any member of the selection committee, employee of the School Board, or School Board member regarding this solicitation, nor attempt to persuade or promote indirectly, or through other channels.
4. The selection committee will consist of the following: Ronnie Youngblood, Divisional Director for, Maintenance, Transportation and Warehouse; June Kail, Director of Purchasing; Manny Joanos, Divisional Director of Energy, Nutrition Services, & Purchasing; Dexter Martin, Small Business Enterprise Director; Buddy Tricquet, Safety & Security.
5. The Qualification Statements received in response to this RFQ will be evaluated and ranked by the Selection Committee using the Checklist and Scoring Summary provided in Part VI.
6. The Selection Committee will then select at least the top three ranked firms to attend the Presentation/Interview, which is scheduled in Part II – Scope of Services.
7. The Selection Committee will evaluate the firms based on criteria set forth in Part VII. A final ranking shall be established by totaling the sum of the scores (Parts VI and VII) given to each firm by all members of the Selection Committee.

8. The Selection Committee will submit its recommendation to the Superintendent who shall take it to the School Board for review and approval.
9. Once the Leon County School Board has ratified the final rankings, the Leon County School Board, or its designee shall engage the highest ranked firm in negotiations for purposes of negotiating an Agreement Between the Owner and Architect. 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 section 287.055(5).
10. The Leon County School Board shall contain a prohibition against contingent fees as follows: The Architectural firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect 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 Architect 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.
11. 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 Board under any circumstances. Leon County School Board accepts no responsibility for any expenses incurred by those firms offering their services to the Board in the preparation of a response to either this Request for Qualifications or subsequent requests.
12. 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 Professional Architectural Consultant's team.
13. 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.
14. Notwithstanding anything contained herein, the Board may reject any proposals which, in the Board's sole opinion, contain inaccurate information. In addition, the Board shall have the sole discretion to declare a contractor delinquent and to suspend or revoke a prequalification certificate.
15. All Architectural Consulting firms are reminded of screening requirements the legislature enacted in s.1012.467, Florida Statutes, referred to as the "Jessica Lunsford Act".



16. 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.
17. The successful firms shall not be discriminatory towards any person in accordance with federal, state and local law.

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**Division of Facilities & Construction**  
**3420 West Tharpe Street, Suite 100**  
**Tallahassee, Florida 32303**

#### **Part IV – Qualifications Statement Guidelines**

#### **RFQ 324– 2015 Professional Architectural Consulting Services for Buck Lake ES New Construction, Remodeling and Renovations & Site Improvements Project**

1. To facilitate analysis of its qualifications package, the Respondent shall prepare its qualifications package in accordance with the instructions outlined in this Request. If the Respondent's qualifications package deviates from these instructions, such qualifications package may, in the Leon County School Board's sole discretion, be rejected.
2. The Leon County School Board emphasizes that the Respondent concentrate on accuracy, completeness, and clarity of content.
3. To the greatest extent possible, each section shall be written on a standalone basis so that its contents may be evaluated with a minimum of cross referencing to other sections of the qualifications package. Information required for evaluation of qualifications, which is not found in its designated section, will be assumed to have been omitted from the qualifications package.
4. 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 VII 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.

#### **Part IV- Qualifications Statement Guidelines**

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Tallahassee, Florida 32303

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

#### **RFQ 324– 2015 Professional Architectural Consulting Services for Buck Lake ES New Construction, Remodeling and Renovations & Site Improvements Project**

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

The Selection Committee shall meet to review the Qualification Statements for compliance with the requirements and provide an objective evaluation of all interested firms. The Committee's evaluation of interested firms shall be on the basis of the specific Project needs and the professional services offered by the interested firms as stated in the Qualification Statement submitted. The Qualification Statements are reviewed based upon a point system, one hundred (100) points being the total, in accordance with the criteria listed below.

After the firms have been evaluated based on their written applications, as determined by each committee member on the criteria listed below, the points will then be added collectively. The firms will be ranked by totaling the scores given to each firm by all members of the Selection Committee.

The three (3) firms with the highest scores who will be more closely considered through a presentation of their approach to perform these particular projects. Refer to Part VI – Short List Interviews and Presentation for interview guidelines and scoring criteria.

Provide the requested information in the format outlined below;

#### **COVER SHEET**

**(non-scored)**

Provide a cover sheet indicating the following;

1. Firm Name
2. Request for qualifications number: RFQ 324-2015
3. Project title: Buck Lake Elementary School New Construction, Remodeling and Renovations and Site Improvements Project
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
5. project team location,
6. distance project team is from Woodville Elementary School.

**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) projects within the past four (4) years that your firm has provided/is providing Professional Architectural Consulting Services similar in scope to the proposed project at Woodville Elementary School. In no case shall fewer than three projects be submitted. 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 Architect of Record and other key professionals and personnel assigned to this project.
15. What is your firm's current production capacity.

### 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 SF 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 field 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 & 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:

#### Part V- Qualifications Statement Format

- 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 & 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. Include office and on-site staff. 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 DESIGN DOCUMENTS DELIVERY SCHEDULE**

**A. Project Approach**

**(10 points)**

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 Architectural Consulting 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, procurement of equipment and supplies, engaging local contractors to participate in bidding of project, project status reporting and project administrative services.
2. Respondent shall describe their safety program, safety record, and safety litigation record as a contractor and/or construction manager.
3. Respondent shall describe how the proposed organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, and accountability.
4. Detail your Firm's ability to adhere to scope and schedule in effort to ensure the success of the Project.

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

1. Initial Schedule for Performance of the Architect's services (include approximate commencement date, approximate substantial completion date);
2. Schematic Design Phase
  - a. Preliminary Project Evaluation & Analysis;
  - b. Schematic Design Documents;
3. Design Development



4. Construction Documents Phase
5. Construction Phase

**C. Small business Participation**

**(10 points)**

Describe how the firm will meet the requirements for minority and/or 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 LCS draft “Agreement Between Owner and Architect” and the “Exhibit A; Exhibit A Deliverables & Special Terms & Condition Modifications to AIA B101-2007” must be included in this section. If exceptions to the contract are not included in the submittal, it will be the Boards understanding that your Firm will accept the contract as presented in this RFQ. 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 – Exhibits**

**(non-scored)**

Complete and include the following: Exhibits A, B, C, D, & E signature documents to be submitted with the Qualifications Statement.

**EXHIBIT A – AFFIDAVIT (SIGNATURE REQUIRED & SUBMIT WITH QUALIFICATION STATEMENT)**

**EXHIBIT B – SWORN STATEMENT – PUBLIC ENTITY CRIME/JESSICA LUNDSFORD ACT (SIGNATURE REQUIRED & SUBMIT WITH QUALIFICATION STATEMENT)**

**EXHIBIT C – CONFLICT OF INTEREST DISCLOSURE FORM (SIGNATURE REQUIRED & SUBMIT WITH QUALIFICATION STATEMENT)**

**EXHIBIT D – PROHIBITION AGAINST CONTINGENCY FEES (SIGNATURE REQUIRED & SUBMIT WITH QUALIFICATION STATEMENT)**

**EXHIBIT E – DEBARMENT Q & A AND DEBARMENT FORM (SIGNATURE REQUIRED & SUBMIT WITH QUALIFICATION STATEMENT)**

**EXHIBIT F – DRAFT COPY – “AGREEMENT BETWEEN OWNER AND ARCHITECT”**

**EXHIBIT G – DRAFT COPY – Exhibit A; Exhibit A Deliverables; and Special Terms & Condition Modifications to AIA Document B101-2007, Articles 1 through 13 dated July 7, 2014.**

**(Submit an Acknowledgement Letter for F & G)**

**Section 8 – Executive Summary**

**(non-scored)**

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**Division of Facilities & Construction**  
**3420 West Tharpe Street, Suite 100**  
**Tallahassee, Florida 32303**

**Part VI– Checklist and Scoring Summary**

**RFQ 324– 2015 Professional Architectural Consulting Services for Buck Lake ES New Construction, Remodeling and Renovations & Site Improvements Project**

<b>Cover Sheet</b>		<b>(non-scored)</b>
<b>Section 1</b>	<b>Introduction</b>	<b>10 Points</b>
	Letter of Introduction	
	Table of Contents	
	Introductory Narrative	
	LCS Prequalification Certificate	
<b>Section 2</b>	<b>Experience and Past Performance</b>	
	Related project experience	<b>15 Points</b>
<b>Section 3</b>	<b>Project Team</b>	
	Office Staff	<b>10 Points</b>
	On Site Staff	<b>10 Points</b>
	Technical Services Capability	<b>10 Points</b>
	Organizational Chart	<b>10 Points</b>
<b>Section 4</b>	<b>Project Approach and Design Documents Delivery Schedule</b>	
	Project Approach	<b>10 points</b>
	Schedule for Delivery of Schematics, DDs, and CDs	<b>15 points</b>
	Small Business Participation	<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>Exhibits</b>	<b>(non-scored)</b>
	EXHIBIT A – AFFIDAVIT	
	EXHIBIT B – SWORN STATEMENT – PUBLIC ENTITY CRIME/JESSICA LUNDSFORD ACT	
	EXHIBIT C – CONFLICT OF INTEREST DISCLOSURE FORM	
	EXHIBIT D – PROHIBITION AGAINST CONTINGENCY FEES	
	EXHIBIT E – DEBARMENT Q & A AND DEBARMENT FORM	
	EXHIBIT F – DRAFT COPY – NEW “AGREEMENT BETWEEN OWNER AND ARCHITECT” AIA DOCUMENT B101-2007	
	EXHIBIT G – DRAFT COPY – NEW “EXHIBIT A – AIA B101-2007;” EXHIBIT A – DELIVERABLES; AND NEW SPECIAL TERMS & CONDITION MODIFICATIONS TO AIA DOCUMENT B101-2007, ARTICLES 1 THROUGH 13 DATED JULY 7, 2015	
<b>Section 8</b>	<b>Executive Summary</b>	<b>(non-scored)</b>
<b>Total</b>		<b>100 points</b>

**Part VI- Checklist**

**RFQ 324-2015 Professional Architectural Consulting Services for Buck Lake ES New Construction, Remodeling and Renovations & Site Improvements Project**

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Division of Facilities & Construction  
3420 West Tharpe Street, Suite 100  
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**Part VII – Shortlist Interview & Presentation Guidelines**

**RFQ 324-2015 Professional Architectural Consulting Services for Buck Lake ES New Construction, Remodeling and Renovations & Site Improvements Project**

A minimum of three (3) firms with the highest scores will be more closely considered through a presentation of their approach to perform this particular project. Time will be allowed for questions and answers after the presentation. It is expected that the person(s) who will be assigned to the project, and any other persons deemed necessary by the firm, will attend. The selected firms will be expected to address the following and will be scored by the committee with a maximum point total of one hundred (100 points) for the presentation and interview:

1. **Ability of Professional Personnel** (30 points)  
The interested firm shall name the actual staff to be assigned to this project, describe their ability and experience and portray the function of each within their organization and their proposed role on this project. The staff should be present at the interview.
  2. **Certified Minority /Small Business Participation** (5 points)  
Show how minority and/or small business participation goals were achieved on previous projects and how they will be achieved on this project.
  3. **Past Performance in Implementing Cost Control/Value Engineering** (25 points)  
The firm should demonstrate their past knowledge and experience, and how that experience may be applied to this project using strategic cost controls and value engineering practices.
  4. **Willingness to Meet Time & Budget Requirements** (15 points)  
The firm shall demonstrate verbally and/or graphically their plan for designing the Woodville Elementary School project documenting the services to be provided and showing the inter-relationship of all parties.
  5. **Florida State Requirements for Educational Facilities (S.R.E.F.)** (5 points)  
Does your firm have a process in place to minimize (S.R.E.F.) mandatory review comments?
  6. **Recent, Current and Projected Workloads of Firm** (15 points)
  7. **Volume of Work Previously Awarded by LCSB** (5 points)  
**(Equitable distribution of contracts)**
  - TOTAL** (100 points)
- F.S. 287.055(4)(b)

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## **Part VIII - Exhibits**

### **RFQ 324-2015 Professional Architectural Consulting Services for Buck Lake ES New Construction, Remodeling and Renovations & Site Improvements Project**

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

- EXHIBIT A – AFFIDAVIT
- EXHIBIT B – SWORN STATEMENT – PUBLIC ENTITY CRIME/JESSICA LUNDSFORD ACT
- EXHIBIT C – CONFLICT OF INTEREST DISCLOSURE FORM
- EXHIBIT D – PROHIBITION AGAINST CONTINGENCY FEES
- EXHIBIT E – DEBARMENT Q & A AND DEBARMENT FORM
- EXHIBIT F – DRAFT COPY – “AGREEMENT BETWEEN OWNER AND ARCHITECT” – AIA DOCUMENT B101-2007
- EXHIBIT G – DRAFT COPY – NEW “EXHIBIT A – AIA B101-2007;” EXHIBIT A – DELIVERABLES; AND NEW SPECIAL TERMS & CONDITION MODIFICATIONS TO AIA DOCUMENT B101-2007, ARTICLES 1 THROUGH 13 DATED JULY 7, 2014

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# AIA<sup>®</sup> Document B101<sup>™</sup> – 2007

**DRAFT**

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the    day of    in the year 2014  
(In words, indicate day, month and year.)

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

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

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

To be determined after Consultant's Competitive Negotiations Act process and recommendation goes to the board to begin negotiations.

for the following Project:  
(Name, location and detailed description)

Buck Lake Elementary School  
1600 Pedrick Road  
Tallahassee, FL 32317  
New Construction, Remodeling and Renovations and Site Improvements Project

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

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

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

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### EXHIBIT A INITIAL INFORMATION

#### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

Information from the 2011-2016 Five-Year Work Plan and the CIRT Report 2012 for Buck Lake Elementary School Project.

#### Scope of Work:

1. **New Construction:** Add (4) Primary Classrooms, (4) Intermediate/Middle Classrooms, Science Demo, Science Lab, (5) Teacher Planning Offices, Multi-purpose Dining Room, Multi-purpose chair storage Room, (10) Material Storage Rooms, (5) Male Restrooms, (5) Female Restrooms. **16,705 sq. ft.; Budget \$4,287,876.00;**
2. **Site Improvements: Budget \$1,250,000.00**
3. **New Construction: Expand Kitchen – 2,091 sq. ft.; Budget \$374,289.00;**
4. **Remodel Building 5 to Expand Kitchen – 2,200 sq. ft.; Budget \$198,000.00**

**Total Budget for this project: \$6,110,165.00**

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**Owners designated representatives:** Director of Construction, Project Coordinator(s) and Inspector(s) as assigned; LCSB Maintenance Department Personnel, as applicable for various MEP and other miscellaneous items; ADA Coordinator, as applicable; Tallahassee Police Department, as applicable; Tallahassee Fire Department, as applicable; School Principal/Facilities personnel, as applicable; and Director of Nutrition Services, as applicable.

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

**Schedule:** 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.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

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

.2 Substantial Completion date:

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

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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

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

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

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

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

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

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

.2 Automobile Liability

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Bodily injury - One Million and no/100 US Dollars (\$1,000,000.00) each accident;  
Property Damage -- One Million and no/100 US Dollars (\$1,000,000.00) each accident.

**.3 Workers' Compensation**

Statutory Limits.

**.4 Professional Liability**

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

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

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

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

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

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

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

**§ 3.2 SCHEMATIC DESIGN PHASE SERVICES**

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

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

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating

environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

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

§ 3.2.5.1 The Architect shall consider environmentally responsible 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 other environmentally responsible design services under Article 4.

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

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

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

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and 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 Architect shall update the estimate of the Cost of the Work.

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

### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

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

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and 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)

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the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

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

## § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

### § 3.5.1 GENERAL

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

### § 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 Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 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 Architect 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 Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction 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; and
- .3 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 Architect 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 Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

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

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

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

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

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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

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

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to



payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

#### § 3.6.4 SUBMITTALS

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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

#### § 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize 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 the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

#### § 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.



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

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

#### ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™-2007)		
§ 4.1.6 Building Information Modeling (E202™-2008)		
§ 4.1.7 Civil engineering		
§ 4.1.8 Landscape design		
§ 4.1.9 Architectural Interior Design (B252™-2007)		
§ 4.1.10 Value Analysis (B204™-2007)		
§ 4.1.11 Detailed cost estimating		
§ 4.1.12 On-site Project Representation (B207™-2008)		
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As-Designed Record drawings		
§ 4.1.15 As-Constructed Record drawings		
§ 4.1.16 Post occupancy evaluation		
§ 4.1.17 Facility Support Services (B210™-2007)		
§ 4.1.18 Tenant-related services		
§ 4.1.19 Coordination of Owner's consultants		
§ 4.1.20 Telecommunications/data design		
§ 4.1.21 Security Evaluation and Planning (B206™-2007)		
§ 4.1.22 Commissioning (B211™-2007)		
§ 4.1.23 Extensive environmentally responsible design		
§ 4.1.24 LEED® Certification (B214™-2012)		
§ 4.1.25 Fast-track design services		

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§ 4.1.26	Historic Preservation (B205™–2007)		
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Additional Services shall be submitted on LCS Amendment to Professional Services form located on LCS website at Forms online at <http://www.forms.leon.k12.fl.us/index.asp?Type=Y&Alpha=A> -- Amendment to Professional Services. This is to submit three (3) originals along with detailed backup information of the request.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .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 data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

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- .6 To the extent the Architect'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.

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

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twelve ( 12 ) visits to the site by the Architect over the duration of the Project during construction
- .3 Two ( 2 ) 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 Two ( 2 ) inspections for any portion of the Work to determine final completion

**TOTAL REVIEWS AS OUTLINED ABOVE SHALL BE INCLUDED IN PHASED PROJECTS, TOO.**

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

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

§ 5.2 The Owner shall establish and periodically update 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. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and 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 but are not limited to 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 coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in

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this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 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.

§ 5.8 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.

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

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

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

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

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, 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 may 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, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

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

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, 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. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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

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

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in

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any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

## § 8.2 MEDIATION

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the 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. If the Owner and Architect do not select a method of binding dispute resolution below, 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.)*

☐ [ NO ] Arbitration pursuant to Section 8.3 of this Agreement

☐ [ N/A ] Litigation in a court of competent jurisdiction

☒ [ XX ] Other (Specify) **MEDIATION.**

## § 8.3 ARBITRATION DELETE IN ITS ENTIRITY

*(Paragraphs deleted)*

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**§ 8.3.4 CONSOLIDATION OR JOINDER DELETE IN ITS ENTIRITY.**

*(Paragraphs deleted)*

**ARTICLE 9 TERMINATION OR SUSPENSION**

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

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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

**§ 9.6** In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

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

**§ 9.8** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located, except that 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 A201-2007, General Conditions of the Contract for Construction.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

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

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

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

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

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

## ARTICLE 11 COMPENSATION

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

*(Insert amount of, or basis for, compensation.)*

To be negotiated and submitted to Board for approval.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Shall be incorporated into the proposal to be submitted to the Board for approval.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

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

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



§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the 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	Forty	percent (	40	%)
<b>**10% TO BE HELD ON DOCUMENT PHASES UNLESS ALL MANDATORIES HAVE BEEN MET BY FDOE &amp; LCS CERTIFIED BUILDING OFFICIAL!</b>		percent (		
Bidding or Negotiation Phase	Five	Percent	5	%
(Row deleted)				
Construction Phase	See below	percent (	See below	
*Upon 25% Construction	Five	Percent	5	%
*Upon 50% Construction	Five	Percent	5	%
*Upon Final Completion FC	Eight	Percent	8	%
*Upon FC & Close out Docs Received	Two	percent	2	%
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work 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, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

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

#### Employee or Category Rate

List Employees and their rates to be included in the proposal submitted to the Owner for review and approval by the board.

#### § 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

- .1 Transportation and authorized out-of-town travel and subsistence; **Per LCSB Policy 6550, Travel Mode, B. Automobile.**
- .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.**

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- .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 Architect'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 Architect's consultants; **Must be in writing with prior approval by Owner.**
- .9 All taxes levied on professional services and on reimbursable expenses; N/A
- .10 Site office expenses; and **Must be in writing with prior approval by Owner.**
- .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 Architect and the Architect's consultants plus One and One-tenth percent ( 1.10 %) of the expenses incurred.

#### § 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

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

#### § 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of One Hundred Dollars (\$ 100.00 ) 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.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable **thirty business days after receipt of** the Architect's invoice. **If the invoice has to be returned to the consultant for corrections and returned again to LCSB, the invoice will be handled as if it was just received by LCSB Project Coordinator and accounting office.** Amounts unpaid ZERO ( 0 ) days after the invoice date shall bear **NO** interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

0.00 % ZERO

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

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

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

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

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

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

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

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 Other documents:  
*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*

- (1.) Special Terms & Condition Modifications to AIA Documents B101-2007,  
Articles 1 through 13 dated July 7, 2014.
- 2 Exhibit A – B101-2007;  
Exhibit A – Deliverables
3. Signature Page

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

**OWNER**

**ARCHITECT**

Go to added Signature Page.

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# Document B101™ – 2007 Exhibit A

## Initial Information

### for the following PROJECT:

*(Name and location or address)*

Buck Lake Elementary School  
1600 Pedrick Road  
Tallahassee, FL 32317

### THE OWNER:

*(Name, legal status and address)*

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

### THE ARCHITECT:

*(Name, legal status and address)*

To be determined after Consultant's Competitive Negotiations Act process and recommendation goes to the board to begin negotiations

### ADDITIONS AND DELETIONS:

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

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

This Agreement is based on the following information.

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

## ARTICLE A.1 PROJECT INFORMATION

### § A.1.1 The Owner's program for the Project:

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

Information from the 2011 – 2016 Five-Year Work Plan and the CIRT Report of 2012 for Buck Lake Elementary School Project

### § A.1.2 The Project's physical characteristics:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

Information from CIRT Report 2012 – Buck Lake Elementary School

#### Scope of Work:

1. Site Work: \$1,250,000.00
2. New Construction: Add (4) Primary Classrooms, (4) Intermediate/Middle Classrooms, Science Demo, Science Lab, (5) Teacher Planning Offices, Multi-purpose Dining Room, Multi-purpose chair storage room, (10) Material storage rooms, (5) Male Restrooms, (5) Female Restrooms. **16,705 sq. ft., Budget \$4,287,876.00;**

3. **New Construction Expand Kitchen – 2,091 sq. ft. Budget \$374,289.00**
4. **Remodel Building 5 to expand Kitchen – 2,200 sq. ft., Budget \$198,000.00.**

**Total Budget for this project. \$6,110,165.00.**

**§ A.1.3** The Owner's budget for the Cost of the Work, as defined in Section 6.1:  
*(Provide total, and if known, a line item break down.)*

The estimated construction budget will be used as a basis for determining the Architect's fee for all Work designed or specified by the Architect, including labor, materials, and built-in equipment, shall be determined as follows, with precedence in the order listed:

- a. For completed construction, the total cost of all such work;
- b. Estimated cost approximately \$6,110,165.00 for the Work listed in **§A.1.2.**

**§ A.1.4** The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

To be determined once Design Documents are submitted.

**§ A.1.5** The Owner intends the following procurement or delivery method for the Project:  
*(Identify method such as competitive bid, negotiated contract, or construction management.)*

Construction Manager at Risk services using the Consultant's Competitive Negotiation Act process and recommendation to the board to begin negotiations

**§ A.1.6** Other Project information:  
*(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)*

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

## **ARTICLE A.2 PROJECT TEAM**

**§ A.2.1** The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address and other information.)*

Danny Allbritton, Director of Construction, 3420 W. Tharpe St., Tallahassee, FL 32303, 850-617-5907  
Robert Metcalf, Certified Building Official, 3420 W. Tharpe St., Tallahassee, FL 32303, 850-617-1838  
Russ Waters, Project Coordinator, 3420 W. Tharpe St., Tallahassee, FL 32303, 850-933-1352  
Greg Grace and/or assigned LCS Inspector(s); 3420 W. Tharpe St., Tallahassee, FL 32303, 850-033-4535  
Lorenzo Hillman, Industrial Hygienist, 3420 W. Tharpe St., Tallahassee, FL 32303, 850-933-6843  
Others, as assigned

**§ A.2.2** The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
*(List name, address and other information.)*

The assigned Architectural Selection Committee members.

**§ A.2.3** The Owner will retain the following consultants and contractors:  
*(List discipline and, if known, identify them by name and address.)*

Geotechnical/Environmental Engineer(s) for Construction materials testing and such

**§ A.2.4** The Architect identifies the following representative in accordance with Section 2.3:

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

| Insert appropriate information here.

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.  
*(List discipline and, if known, identify them by name, legal status, address and other information.)*

§ A.2.5.1 Consultants retained under Basic Services:

.1 Structural Engineer

| Insert appropriate information here.

.2 Mechanical Engineer

| Insert appropriate information here.

.3 Electrical Engineer

| Insert appropriate information here.

§ A.2.5.2 Consultants retained under Additional Services:

| Insert appropriate information here.

§ A.2.6 Other Initial Information on which the Agreement is based:  
*(Provide other Initial Information.)*

1. LEVEL 2 SCREENING REQUIREMENTS: The following provisions which implement the requirements of 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 vendor/contractor agrees to comply with all requirements of Board Policy 8475 and Florida Statute Sections 1012.315, 1012.32, 1012.465 (Jessica Lunsford 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 the vendor/contractor providing any/all services as 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

Init.

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 St.  
Tallahassee, Florida 32304

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

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

## 2. APPROPRIATE SIGNATURE BLOCK ON DRAWINGS:

**80% Schematics:** Danny Allbritton, Director of Construction; Martha Chauncey, Capital Outlay Specialist; (insert name) Principal of (insert name) School; (insert name) Project Coordinator;

**100% Construction Documents:** Danny Allbritton, Director of Construction; Barbara Wills, Assistant Superintendent; Cathy Reed, Director of Nutrition; John Hunkiar, Director of Safety & Security; Robert Metcalf, Certified Building Official; Principal of School; Project Coordinator; Steve Shelton, Director of Maintenance; and Tallahassee Fire Department.

## 3. DELIVERABLES: Attached to Exhibit A.

## 4. ARTICLE 6 COMPENSATION, 6.5 – Note: 10% of fee to be held on design phases until design documents have satisfied all FDOE mandatories, plus the LCSB Certified Building Official has accepted these satisfied mandatories as well.



AFFIDAVIT  
DIVISION OF FACILITIES & CONSTRUCTION  
LEON COUNTY SCHOOLS

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I hereby declare and affirm that I am the \_\_\_\_\_  
(Title)

of \_\_\_\_\_,  
(Company)

that I am duly authorized to execute the foregoing Contractor Prequalification Certification Application, and that the contents of said document(s) are complete, true, and correct to the best of my knowledge and belief. I hereby certify that the application and supporting documents include all of the material information necessary to validate the status of the company for prequalification purposes. Further, the undersigned is notified of his/her responsibility to notify the Board within fifteen (15) days and provide a notarized statement whenever a change occurs in the ownership, management, or financial condition of the company. Any prequalification applicant, including its principal(s), director(s), and any affiliate, who is a party to any misrepresentation to obtain business or contracts with the District, pursuant to Florida State statutes, State administrative rules, and School Board rule shall be declared delinquent and have its certificate suspended or revoked and will be subject to debarment and any other penalties prescribed by law.

(Corporate Seal), if appropriate

\_\_\_\_\_  
Name of Owner or Officer (Printed)

\_\_\_\_\_  
Owner or Officer (Signature)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of  
(name) (title)

\_\_\_\_\_  
(firm)

(Affix Notary Stamp or Seal)

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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**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 School Board of Leon County, Florida (*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 SCHOOL BOARD OF LEON COUNTY, FLORIDA 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)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_ is personally known to me ☐ OR produced identification ☐

by showing \_\_\_\_\_  
(Type of Identification)

Notary Public – State of \_\_\_\_\_ My commission expires on: \_\_\_\_\_

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

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

## 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 \_\_\_\_\_, 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 \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by

\_\_\_\_\_ who is personally known to me or who has

produced \_\_\_\_\_ as identification.

(SEAL)

NOTARY PUBLIC – STATE OF \_\_\_\_\_

Type or print Name: \_\_\_\_\_

Commission No: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

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## 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.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of 20\_\_ by \_\_\_\_\_,  
\_\_\_\_\_, who is personally known to me or who has produced  
\_\_\_\_\_ as identification.

(seal)

NOTARY PUBLIC-STATE OF \_\_\_\_\_

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

Commission No: \_\_\_\_\_

Commission Expires \_\_\_\_\_

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## 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 LCSB. Federal law (Executive Order 12549) requires LCSB to ensure that persons or companies that contract with LCSB 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 LCSB.

### 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 LCSB, OR any subcontractor of a contract with LCSB. 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 LCSB. 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 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.</li> <li>6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- -Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.</li> <li>7. A participant in a covered transition may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the LIST of Parties Excluded from Federal Procurement and Nonprocurement Programs.</li> <li>8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.</li> <li>9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.</li> </ol>			
<b>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- - Lower Tier Covered Transactions</b>			
The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently			
<ol style="list-style-type: none"> <li>1. debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.</li> </ol>			
Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective			
<ol style="list-style-type: none"> <li>2. participant shall attach an explanation to this proposal.</li> </ol>			
BIDDER OR CONTRACTOR SIGNATURE			DATE
PRINT NAME AND TITLE			

**SPECIAL TERMS & CONDITION MODIFICATIONS  
TO  
AIA DOCUMENTS B101-2007 Articles 1 through 13  
(Updated July 7, 2014)**

**Article 2 Architect's Responsibilities**

**ADD 2.5.5.1:** Professional Liability Insurance. In recognition of the relative risks, rewards and benefits of the project to both the Owner and the Architect, the risks have been allocated so that the Owner agrees that, to the fullest extent permitted by law, the Architect's total liability to the Owner, for injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement, from any cause or causes, shall not be less than an amount of \$1,000,000.00, or the amount of the Architect's fee (whichever is greater). Such causes include, but are not limited to, the Architect's negligence, professional errors or omissions, strict liability or breach of contract.

**Article 3, Scope of Architect's Services**

**ADD: 3.1.2.1** Professional consultants registered in the State of Florida, and acceptable to the Architect and the Owner shall be retained by the Architect, at his expense, as his agents for the air conditioning, mechanical and electrical portions incidental to the project, if in the Architect's judgment, their services are required. This also includes any necessary civil engineering services for environmental regulations either for the **Northwest Florida Water Management District**, or the City of Tallahassee, or Leon County.

**ADD 3.1.7:** 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, incomplete, or unsatisfactory work has been corrected.

**Article 3 Schematic Design Phase Documents**

**ADD 3.2.8 Add:** The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner. Only written directives, memoranda, instructions, and School Board policies furnished to the Architect and falling within our scope of services shall be followed.

**ADD 3.2.9:** ...as required by the Owner's educational specifications and/or State Requirements for Educational Facilities (SREF), for approval by the Owner and the State Department of Education.

The Architect shall furnish **TWO (2)** sets of prints of Phase I Schematic to the Owner; **plus one (1) set of 11" x 17" with cover including title and signature lines as stated in the Standard Form of Agreement Between the Owner and Architect B101-2007, Article 3.2.7.1, "Schematics."** This cost shall be borne by the Architect.

### Article 3.3 Design Development Phase Documents

**ADD 3.3.1.1:** The Architect shall comply with all written directives, memoranda and instructions for designing Architects issued by the Owner's designated representatives and shall hereby be incorporated into the terms of this Agreement.

The Architect shall comply with the requirements of the law and all applicable rules and regulations, including but not limited to the School Board Policies and SREF, State Board of Education Regulations for approval by the Owner and State Department of Education. **This includes the Florida Building Code (FBC); Florida Fire Prevention Code (FFPC); and the Florida Building Accessibility Code (FBAC) - Chapter 11 of FBC.**

**ADD 3.3.4:** The Architect 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.

**ADD 3.3.5:** The Architect shall prepare site improvement designs required which may include, but not be limited to, sprinklers, parking, driveways, exterior lighting, site drainage, play courts, landscaping, and fencing.

**ADD 3.3.6:** The Architect shall submit outline specifications for review by the Owner and as required by State Requirements for Educational Facilities (SREF), or regulations in effect at the time of project commencement.

**ADD 3.3.7:** The Architect, at Phase II of Design Development, shall give an estimated updated cost projection of the project to the Owner's representative in writing for review. The Architect 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 as stated in the Standard Form of Agreement Between the Owner and Architect B101-2007, Article 3.2.7.1, "Schematics."** This cost shall be borne by the Architect.

### Article 3.4 Construction Documents Phase Services

Note: 10% of construction design phase fee will be held unless all FDOE mandates are satisfied and the LCSB Certified Building Official also accepts them.

**ADD 3.4.2.1** The Architect is required to submit the following OEF Forms with the 100% Construction Documents to be submitted to the Department of Education (DOE).

- **OEF Form 110A Project Implementation Information** – (Projects Over \$300,000.00) --

*Note: Permitting Department requires **three (3) originals** Form 110A.*

- **OEF Form 208 – Letter of Transmittal**

*Note: Permitting Department requires **three (3) originals** Form 208.*

**OEF Form 208A – Facility Space Chart** – completed and signed by architect or engineer. The LCS Construction Accounting Department obtains funding info.

*Note: Permitting Department requires **three (3) originals** Form 208A.*

- **OEF LCCA - Life Cycle Cost Analysis, if applicable.** *Note: Permitting Department requires three (3) originals OEF LCCA.*

**ADD 3.4.2.1.1:** The Architect on the Owner's behalf shall be responsible for filing documents required for the approval of governmental authorities having jurisdiction over the project.

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

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

**ADD 3.4.6:** The Architect shall determine the duration of the construction contract as required by the provisions of State Requirements for Educational Facilities (SREF).

### **Article 3.5.2 Competitive Bidding**

**ADD 3.5.2.4:** ... as required by the State Requirements for Educational Facilities (SREF) Section 4, Prequalification of General Contractors; Chapter 489.125, Florida Statutes – Prequalification of certificate holders; and School Board Policy 6Gx37-5.17 Prequalification of Contractors for Educational Facilities Construction; and those General Contractors that have been Board approved and Prequalified.

### **Article 3.6.1 Construction Phase Services**

**ADD 3.6.1.4:** When the Architect is required by the Owner to furnish a full-time Project Representative, at the compensation to be agreed upon at a later date, the project representative shall, during the course of construction, submit daily written Progress Reports to the Owner or his designated representative.

### **Article 3.6.2 Evaluations of the Work:**

**ADD 3.6.2.1.1:** The Architect shall advise the Owner in writing of any known omissions, substitutions, defects, and deficiencies noted in the Work of the Contractors and steps to be taken by the Contractor to correct same.

**ADD 3.6.2.2.1:** The Architect shall also have the authority to require the Contractor to reject work whenever, in his reasonable opinion, it may be necessary for the proper performance of the contract.

### **Article 3.6.5 Changes in the Work:**

**ADD 3.6.5.3:** The Architect shall agree to be present at plan review meetings, and School Board meetings *when requested* by the Leon County School Board, Division of Facilities to present change orders.

### **Article 3.6.6 Project Completion:**

**ADD 3.6.6.6:** The Architect 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,**
- **plus three (3) original AIA Documents G704-2000, Certificate of Substantial Completion,**
- **plus three original (3) OEF 110B Certificates of Final Occupancy\_ and submit it to the Owner/Permitting Department.**

**ADD 3.6.6.7:** The Architect shall, at completion of the Project, Certify that, to the best of his or her knowledge, information and belief the Project has been constructed in accordance with the Contract Documents.

### **Article 4 Additional Services:**

**ADD 4.3.3:** The retained design professional shall specifically require an 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 to endeavor to guard against defects and deficiencies in construction of the Work for which he is responsible.

### **Article 8.3 Arbitration**

- 8.3.1 DELETE in its entirety.
- 8.3.1.1 DELETE in its entirety.
- 8.3.2 DELETE in its entirety.
- 8.3.3 DELETE in its entirety.
- 8.3.4 DELETE in its entirety.
- 8.3.4.1 DELETE in its entirety.
- 8.3.4.2 DELETE in its entirety.
- 8.3.4.3 DELETE in its entirety.

## **Article 10 Miscellaneous Provisions**

**ADD 10.2.:** DELETE the word in the first sentence: AIA Document A201-2007, General Conditions and REPLACE it with LCSB General Conditions 2014.

**ADD 10.3.1:** Consultant's Competitive Negotiations Act. This Agreement shall comply with the provisions of the Consultant's Negotiations Act, Chapter 287.055, Florida Statutes, as amended.

**ADD 10.3.2:** If the total for any single project paid to the project Architect's consultant exceeds \$50,000.00, the following provisions shall apply:

- a. The Architect shall execute and furnish to the Board a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting.
- b. The original contract price and any additions thereto shall be adjusted to exclude any significant sums when the Board determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual costs. All such contract adjustments shall be made within one (1) year following end of contract.
- c. The Architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect, (or registered surveyor and mapper, landscape architect, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Architect, (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**ADD: d.** The Architect of Record shall obtain a Certificate for attending the State Requirements for Educational Facilities (S.R.E.F.) course within TWELVE (12) months of the date of this contract. After this date, the Architect of Record shall continue to have a current S.R.E.F. Certificate to design projects for LCSB.

**ADD 10.3.1 Successors and Assigns:** It is understood that this is a Contract for Professional Services of the Architect hereinafter named or his/her qualified representatives. If, for any reason, the Architect is unable to perform the services under this contract, the Owner shall have the right either to name or approve, another Architect without prejudice.

## **Article 11.8 Compensation for Reimbursable Expenses**

**ADD 11.8.1.2:** Reimbursable Expenses: Expenses set forth in paragraph 11.8.2 and all other reimbursable expenses shall be authorized in advance and in writing by the Owner.

## **Article 11.9 Compensation for Use of Architect's Instruments of Service**

**ADD 11.9.1: Use of Architect's Instruments of Service .... other documents:** The exception to this is when the Owner commissions an Architect to design a prototype design. The Owner then owns the documents and has the rights to assign contract administration of them to the Architect or another Professional Architect provided the designated Architect assumes full liability of said documents and has mutual release from the design Architect. This does not waive any of the Architect's rights.

**ADD 11.9.2: Re-use of Design:** When the Owner authorizes the re-use of drawings and specifications in their own School District, payments to the Architect shall be made as follows:

- .1) For any regular re-use of drawings and specifications, a negotiated sum or a negotiated percentage up to 20 percent, if applicable, of the Basic Fee computed upon a reasonable estimated Project cost.
- .2) In addition to the above, the Architect shall be paid:
  - a) For necessary changes, as requested by the Owner, or as necessitated by site, program, or any other conditions, for the re-use of the drawings and specifications and for additions, deletions, and/or modifications to the project, the costs incurred for such changes under Article 11.2 Additional Services Page 16 in the AIA Document B101-2007.
  - b) For printing costs associated with drawings and specifications, the reimbursable costs thereof as set forth in Article 11.8.2 Reimbursable Expenses AIA Document B101.2007.
- .3) After bidding and before award of Contract, a sum sufficient to increase payment to 25%, as set forth in Article 3.5.2 Competitive Bidding Page 6 in the AIA Document B101-2007.
- .4) For the administration of the construction contract, a sum to increase total payments to 45% of the Basic Rate Fee, based on the project cost as defined in Article 3.6.1. Page 6 in the AIA Document B101-2007.

## **Article 11.10 Payments to the Architect**

**ADD 11.10.2.2: Interest:** Notwithstanding the Architect's compliance with the claim or dispute resolution terms of this contract, the Architect shall not be entitled to any interest on payments which may be due and unpaid by the Owner, nor shall the Architect be entitled to any prejudgment interest on any damages awarded to the Architect in any civil action or any arbitration award, even if the Owner is found to have breached the contract.

**ADD 11.10.2:** Payments shall be due and payable within thirty (30) calendar days from the Date of Receipt of the invoice(s) and provided there is an **existing open** Purchase Order. However, there may be delays due to the following:



- a) Incorrect figures: Architect to be notified and the incorrect figures are to be revised accordingly. If using the same forms, the revisions are to be initialed by the Architect or their authorized representative.
- b) If a Purchase Order has been closed out, a new one will need to be issued through Board approval. (At least a two to four week delay).
- c) If (Additional Services) an **Amendment to Professional Services Agreement** is submitted, and there isn't an existing open Purchase Order that was originated from a Contract or Short Form Agreement that had been board approved, then the Architect cannot submit an Amendment to Professional Services. A new Short Form or Contract will need to be created and board approved.
- d) If submitting Amendment to Professional Services Agreement for payment prior to Board approval date, then they will be denied. The Professional can only submit an Amendment to Professional Services Agreement for payment after the Board approval date.
- e) Presenting an invoice for payment prior to the Board approval date.
- f) Designated 4-day work week (summer only), holiday schedules. Notification of revised pay cycles is available upon request.

**ADD 11.10.2.2: Optional Amendment to Professional Services Agreement:** Providing planning surveys, site evaluation, environmental studies or comparative studies of prospective sites, and preparing special surveys and studies.

**ADD 11.10.2.3:** Providing services in connection with the work of a Construction Manager at Risk.

## **Article 12 Special Terms & Conditions**

### **Closing Out a Project:**

**ADD 12.6:** The Architect shall, at the completion of the Project, prepare and furnish to the contractor, one (1) set of reproducible **record prints (working drawings)**. The contractor shall show significant changes in the project work made during construction based on mark-up prints, drawings and other data furnished by the Contractor. Changes and modifications to the project work recorded by the Contractor on marked-up prints, drawings, and other data shall be kept current by the Contractor. The Architect shall monitor on a timely basis the contractor's record drawing to ensure compliance.

**ADD 12.7:** Upon completion of the project, any CADD system drawing files shall be submitted to the Owner in Auto CADD 2010 and forward it to the Department of Construction/Vault. It is understood and agreed that CADD systems drawing files, furnished to the Owner by the Architect, 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 Architects and/or Engineers; the Architect shall not be liable for changes, additions, modifications, and/or deletions made by the Owner and/or their representatives to CADD system drawing files.

**ADD 12.8:** The Architect shall assemble manuals at the completion of the Project, upon transmittal to the Architect from the General Contractor prior to final payment being authorized.

**ADD 12.9:** As-Builts shall be provided to the Architect by the contractor. The Architect shall convert and transmit the as-builts to the Owner in Auto CADD 2010 or earlier, and shall include a set of reproducible drawings.

**ADD 12.10:** AS-Builts shall be transmitted by the Architect to the Owner in Auto CADD format 2010 or earlier, and reproducibles.

**ADD 12.11:** The Architect shall furnish **four (4)** complete sets of reduced 11" x 17" drawings to the Owner, **one (1) complete set of plans in PDF format, and AutoCAD files for the complete project in DWG format.**

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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.

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

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

Board Chair or Vice Chair

(SEAL)

ATTEST: \_\_\_\_\_

Board Secretary

**Professional Architectural Consulting Firm**

(SEAL)

ATTEST: \_\_\_\_\_

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

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

Name and Title

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

Approved as to Form: \_\_\_\_ Via Board Docs \_\_\_\_\_

School Board Attorney