

**FACILITIES AND CONSTRUCTION  
LEON COUNTY SCHOOL BOARD**

**REQUEST FOR QUALIFICATIONS  
RFQ 366-2016**



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**Mechanical Engineer Services for  
Canopy Oaks Elementary School  
Heating, Ventilation and Air Conditioning Project**

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**School Board Members**

Dee Dee Rasmussen, Board Chairperson  
Georgia "Joy" M. Bowen, Vice Chair  
Dee Crumpler, Board Member  
Maggie B. Lewis-Butler, Board Member  
Alva Swafford Striplin, Board Member

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

----March 8, 2016----

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**Part I – Notice and Protest**

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Pursuant to Section 287.055, Florida Statutes, and the Chapter 6A-2.0010, F.A.C. the Leon County School Board, is seeking Mechanical Engineer Services for Canopy Oaks Elementary School, Heating, Ventilation and Air Conditioning Project.

Mechanical Engineer respondents who are interested in providing Mechanical Engineer Services to the Leon County School Board are hereby notified and shall submit six (6) bound Qualification Statements no later than 4:00 pm. Local time on Tuesday, April 5, 2016 to the reception desk of the Leon County School Board, Facilities and Construction, 3420 West Tharpe Street, Suite 100, Tallahassee, Florida 32303, 850-617-5900. Label shall read:

RFQ 366-2016 Mechanical Engineer Services for Canopy Oaks Elementary School, Heating, Ventilation and Air Conditioning Project, Attn: Danny Allbritton, Director of Construction.

**All responses must be submitted in a sealed package and shall be clearly marked on the outside with the solicitation number, date, and time of solicitation opening.** The Leon County School Board, Facilities and Construction Office is not responsible for the premature opening or a delay in the delivery of any solicitation package which is not properly marked. It is the respondent’s responsibility to assure its response is submitted at the place and time indicated in this solicitation. Any response which is not properly marked and delivered to the specified address, which results in its inadvertent premature opening or delayed receipt by the Facilities and Construction Office, may result in its rejection.

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

Instructions for completion and submission of the Qualifications Statement may be obtained on our website at <http://www.leonschools.net/Page/4233> or request assistance from Leon County School Board, Facilities and Construction, 3420 West Tharpe Street, Suite 100, Tallahassee, Florida 32303, 850- 617-5900. Qualification Statements submitted via facsimile or electronic mail will **not** be considered. All changes to the RFQ will be posted on the website. It is the prospective vendor’s responsibility to periodically check the website. Leon County School Board bears no responsibility for any delays, or resulting impacts, associated with a prospective vendor’s failure to obtain the information made available through the website.

The following dates and activities tentatively identify the project milestones:

RFQ Advertisement:	March 8, 15 and 22, 2016
Submittal Deadline:	April 5, 2016 4:00 PM Local Time
Short List Committee:	April 11 - 15, 2016
Short List Contacted:	April 19, 2016
Interview Committee Date:	May 3, 2016
Recommendation to Superintendent:	Shall be placed publicly on Leon County School BoardDocs.
Tentative Recommendation Board Award:	Tuesday, May 24, 2016
Notification to Mechanical Engineers:	After Board approval.

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

The Leon County School Board is an equal opportunity agency.

Published: March 8, 15 and 22, 2016

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

## Protests

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

**Protesting Bid Specifications:** Any person desiring to protest the conditions/specifications in this RFQ or any Addenda thereto, shall file a written notice of protest within 72 hours after receipt of the RFQ or Addendum and shall file a formal written protest within ten days after the date the written notice of protest was filed. Saturdays, Sundays and legal holidays or days during which the School Board administration is closed shall be excluded in the computation of the 72 hour period. If the tenth calendar day falls on a Saturday, Sunday or legal holiday, the formal written protest must be received on or before 4:30 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday, or day during which the School Board administration is closed. **Failure to file a written notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board Policy 6320.02.**

**Protests to Agreement Award:** The School Board shall provide notice of a decision or intended decision concerning a solicitation, Agreement award, or exceptional purchase by electronic posting which can be accessed at the Purchasing Department's website <http://www.leonschools.net/Domain/195>. Any person desiring to protest the intended decision shall file a written notice of protest, within 72 hours after the official posting in the Purchasing Department office of the Notice of Intent to Award concerning this RFQ, and shall file a formal written protest within ten days after filing the notice of protest. Saturdays, Sundays, legal holidays and days during which the School Board administration is closed shall be excluded in the computation of the 72-hour period. If the tenth calendar day falls on a Saturday, Sunday or legal holiday, the formal written protest must be received on or before 4:30 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday or day during which the School Board administration is closed. Section 120.57(3) (b), Florida Statutes, states that "the formal written protest shall state with particularity the facts and law upon which the protest is based." Any person who files an action protesting an intended award shall post with the Purchasing Department, at the time of filing the formal written protest, a bond payable to the Leon County School Board consistent with F.A.C. Rule 28-110.005(2), and School Board Policy 6320.02. The bond shall be conditioned upon the payment of all costs which may be adjudged against protester in an Administrative hearing in which the action is brought and any subsequent appellate court proceeding. **Failure to file a written notice of protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board Policy 6320.02.**

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**Part II – Scope of Services**

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**Project Scope**

The Leon County School Board is seeking Mechanical Engineer Services to work with the Department of Facilities, Planning and Construction on the project described below. The respondent selected shall be responsible for the successful, timely and economical completion of the project.

The Mechanical Engineer services shall include, but not be limited to the following:

1. Provide Plans, Specifications and Construction Administration. For more detailed information, please refer to the attached draft Attachment A, “Agreement between Owner and Mechanical Engineer” (Draft Agreement attached hereto and made a part hereof as Attachment A).

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

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

**Project Description**

Canopy Oaks Elementary School, 3250 Point View Drive Tallahassee Florida 32303

Mechanical Engineer Services for Canopy Oaks Elementary School, Heating, Ventilation and Air Conditioning Project

Replacement of water source heat pumps and add isolation valves in six (6) buildings and the replacement of split direct expansion (DX) systems in Building 1	\$800,000.00
Total Estimated Construction Budget	\$800,000.00

**Number of Awards**

The Leon County School Board anticipates the issuance of one (1) Agreement as a result of this solicitation.

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

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

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

5. The selection process will consist of the following:  
  
Qualifications reviewed and Short List established  
Interviews Conducted  
Award Recommendation  
Board Approval
6. The Qualification Statements received in response to this RFQ will be evaluated and ranked by the Short List Committee using the Checklist and Scoring Summary provided in Part VI.
7. Based on the rankings of the Short List Committee, the District shall identify no fewer than five (5) respondents to make public presentations to an Interview Committee, which is scheduled in Part I – Notice.
8. The Interview Committees will evaluate the respondents based on criteria set forth in Part VII.
9. The Interview Committee will submit its recommendation to the Superintendent who shall take it to the Leon County School Board for review and approval.
10. Once the Leon County School Board has approved the final rankings, the Leon County School Board, or its designee shall engage the highest ranked respondent in negotiations for purposes of negotiating an Agreement. 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. Agreement negotiation shall be conducted in accordance with Florida Statute 287.055(5).

11. Solicitation Acknowledgement Form: The Solicitation Acknowledgement Form, (original copy provided in solicitation package as Attachment B) shall be completed as instructed. If a respondent fails to submit a completed Acknowledgement Form with their response, the LCSB reserves the right to contact the vendor by telephone for submission of this document via fax with follow up via mail. This right shall be exercised when the response has met all other requirements of the solicitation. (Acknowledgement Form attached hereto and made a part hereof as Attachment B)

In the event that respondents submit a bid as a joint venture, each member of the joint venture must complete and sign a separate Acknowledgement Form.

12. Prohibition against Contingent Fees: The Mechanical Engineer respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Mechanical Engineer respondent to solicit or secure this agreement and that it has not been paid or agreed to pay any person, company, corporation, individual, or respondent, other than a bona fide employee working solely for the Mechanical Engineer respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the Breach or violation of this provision, the Leon County School Board shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. (Prohibition Against Contingent Fees form attached hereto and made a part hereof as Attachment C)
13. The costs incurred by interested respondent s in submitting its qualification package are considered an operational cost of the respondent and shall not be passed or borne by the Leon County School Board under any circumstances. Leon County School Board accepts no responsibility for any expenses incurred by those respondent s offering their services to the Leon County School Board in the preparation of a response to either this Request for Qualifications or subsequent requests.
14. To demonstrate capability for performance of the required services, interested respondent s 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 Mechanical Engineer's team.
15. The Leon County School Board reserves the right to waive any informality in the selection process and to reject any or all responses.
16. Notwithstanding anything contained herein, the Leon County School Board may reject any proposals which, in the Leon County School Board sole opinion, contain inaccurate information.
17. All Mechanical Engineers are reminded of screening requirements the legislature enacted in Florida Statute, 1012.467, referred to as the "Jessica Lunsford Act" (Sworn Statement attached hereto and made a part of as Attachment D).

Level 2 Screening Requirements:

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

**Finger Printing and Background Check:**

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

Where: Leon County School Board –Safety & Security Department

2757 W. Pensacola St.

Tallahassee, Florida 32304

When: Monday-Friday

8:00 a.m. – 5:00 p.m.

Point of Contact: Donald Kimbler 850-487-7293

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

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

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

18. The Leon County School Board reserves the right to award a contract to the next most qualified respondent, if an acceptable agreement cannot be negotiated with a higher ranked respondent.
19. Conflict of Interest: The respondent covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under the contract resulting from this solicitation. (Attached hereto and made a part hereof as Attachment E).
20. Debarment, Suspension, Ineligibility and Voluntary Exclusion: The Respondent agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Respondent shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction. The Respondent shall include the language of this section in all subcontracts or lower tier agreements executed to support the Respondent's work under this

Solicitation. (Debarment, Suspension, Ineligibility and Voluntary Exclusion Form attached hereto and made a part hereof as Attachment F)

21. **Public Entity Crimes:** A Respondent, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid response on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a respondent, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
22. **Public Records Law:** Pursuant to Florida Statutes Chapter 119.071(1), proposals received as a result of this RFQ will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all proposal documents or other materials submitted by all Proposers in response to this RFQ will be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Respondent asserts any portion of its proposal is exempt or confidential from disclosure under Florida's public records, the burden shall be on the Proposer to obtain a protective order from a jurisdictional court protecting such information from disclosure under Florida's public records laws and also timely provide a certified copy of such protective order to the School Board prior to the School Board's release of such information into the public domain.
23. **Local Purchasing Preference:** The local preference policy set forth in Leon County School Board policy 6450 Local Purchasing Preference policy shall not apply to purchases or contracts for professional services procurement of which is subject to the Consultants Competitive Negotiation Act as defined in F.S. 287.055 or subject to any competitive consultant selection policy or procedure adopted or utilized by the Board.
24. **Small Business Development Program:** The local preference set forth in Leon County School Board policy 6325 Small Business Development Program shall apply as follows: In the case of requests for proposals, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, Leon County Small Business Enterprise (LSBE) shall be assigned an additional five percent (5%) of the total evaluation points, provided the LSBE is certified and located within the local market area at least six (6) months prior to the date upon which a request for sealed bids or proposals is issued.
25. **Governing Law and Venue:** All legal proceedings brought in connection with this agreement shall only be brought in a state or federal court located in the state of Florida. Venue in state court shall be in Leon County, Florida. Venue in federal court shall be in the United States District Court, Northern District of Florida, Tallahassee Division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

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

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

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

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

The Selection Committee shall meet to review the Qualification Statements for compliance with the requirements and provide an objective evaluation of all interested respondents. The Committee's evaluation of interested respondents shall be on the basis of the specific Project needs and the professional services offered by interested respondents 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 respondents 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 respondents will be ranked by totaling the scores given to each respondent by all members of the Selection Committee.

At a minimum the five (5) respondents 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)**

- A.** Provide a cover sheet indicating the following;
1. Respondent Name
  2. Request for qualifications number: RFQ 366-2016
  3. Project title: Mechanical Engineer Services for Canopy Oaks Elementary School Heating, Ventilation and Air Conditioning 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 respondent 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 LCS Project Site and the Division of Facilities & Construction Office.

**B. Table of Contents**

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

**C. Introductory Narrative**

Provide a brief introductory narrative 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 your respondent has provided/is providing Mechanical Engineer Services similar in scope to the proposed RFQ 366-2016 Mechanical Engineer Services for Canopy Oaks Elementary School, Heating, Ventilation and Air Conditioning Project. In no case shall fewer than three (3) 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 Mechanical Engineer.
4. Size of project - gross area of construction, number of facilities, etc.
5. Owners Construction Budget.
6. Negotiated Fee.
7. Final construction value and cost per square foot.
8. Indicate the number of change orders on the project and include the following detail;
  - a. Change order increase/decrease amount
  - b. Reason for change order (owner driven / error or omission, or other)
9. Contracted substantial and final completion dates.
10. Actual substantial completion and final completion dates. (if the project is not complete, indicate the percent complete and whether or not it is on schedule)
11. Project type - Heating, Ventilation and Air Conditioning Project.
12. Work those respondents staff was responsible for.
13. Present project status - percentage of completion.
14. Listing of Project Manager and other key professionals and personnel assigned to this project.

## Section 3 – Project Team

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

### A. Office Staff

(10 Points)

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

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



**B. Project Staff****(10 Points)**

Describe the ability and experience of staff with specific attention to project related experience. Give brief resumes of key persons to be assigned to the project including the following information.

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

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

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

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

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

**Section 4 – Project Approach and Scheduling Methodology****A. Project Approach****(15 points)**

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

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

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

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

**C. Small Business Participation (5 points)**

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

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

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

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

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

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

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

- Attachment A – Draft Copy – “Agreement Between Owner and Mechanical Engineer”
- Attachment B – Acknowledgement Form
- Attachment C – Prohibition Against Contingency Fees Form
- Attachment D – Sworn Statement – Jessica Lundsford Act Form
- Attachment E – Conflict of Interest Disclosure Form
- Attachment F – Debarment Question and Answer And Debarment Form

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

**Part VI– Checklist and Scoring Summary**

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<b>Cover Sheet</b>		<b>(non-scored)</b>
<b>Section 1</b>	<b>Introduction</b>	<b>10 Points</b>
	Letter of Introduction	
	Table of Contents	
	Introductory Narrative	
<b>Section 2</b>	<b>Experience and Past Performance</b>	<b>15 Points</b>
	Related project experience	
<b>Section 3</b>	<b>Project Team</b>	<b>10 Points</b>
	Office Staff	<b>10 Points</b>
	Onsite Site Staff	<b>10 Points</b>
	Technical Services Capability	<b>10 Points</b>
	Organizational Chart	<b>10 Points</b>
<b>Section 4</b>	<b>Project Approach and Scheduling Methodology</b>	
	Project Approach	<b>15 Points</b>
	Scheduling for Delivery of Schematics, Design Documents and Construction Documents	<b>15 Points</b>
	Small Business Participation	<b>5 Points</b>
<b>Section 5</b>	<b>Draft Contract, Miscellaneous Information and Addenda</b>	<b>(non-scored)</b>
<b>Section 6</b>	<b>Qualifications Statement Checklist</b>	<b>(non-scored)</b>
<b>Section 7</b>	<b>Attachments</b>	<b>(non-scored)</b>
	Attachment A – Draft Copy – “Agreement Between Owner and Mechanical Engineer”	
	Attachment B – Acknowledgement Form	
	Attachment C – Prohibition Against Contingency Fees Form	
	Attachment D – Sworn Statement – Jessica Lundsford Act Form	
	Attachment E – Conflict of Interest Disclosure Form	
	Attachment F – Debarment Question and Answer and Debarment Form	
<b>Section 8</b>	<b>Executive Summary</b>	<b>(non-scored)</b>
<b>Total</b>		<b>100 points</b>

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**Part VII – Interview and Presentation Guidelines**

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Based on the rankings of the Short List Committee, the District shall identify no fewer than five (5) ranked respondents to make public presentations to an Interview Committee. The respondents will be more closely more closely considered through a presentation of their approach to perform these particular projects. 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 respondent, will attend. The selected respondents will be expected to address the following as established by Florida Statute 287.055(4)(b) 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 respondent shall name the actual staff to be assigned to this project, describe their ability and experience and portray the function of each within their organization and their proposed role on this project. The staff should be present at the interview.
  
2. **Certified Minority /Small Business Participation** (5 points)  
Show how minority and/or small business participation was achieved on previous projects and how it will be incorporated on this project.
  
3. **Past Performance in Implementing Cost Control/Value Engineering** (25 points)  
The respondent should demonstrate their past knowledge and experience, and how that experience may be applied to this project using strategic cost controls and value engineering practices.
  
4. **Willingness to Meet Time and Budget Requirements** (20 points)  
The respondent shall demonstrate verbally and/or graphically their plan :
  - Staying within the specified budget
  - Meeting the required timelines
  - Incorporating owner design input
  - The respondents approach to Construction Administration
  
5. **Location** (5 points)  
Office Location to the site
  
6. **Recent, Current and Projected Workloads of Respondent** (10 points)
  
7. **Volume of Work Previously Awarded by Leon County School Board** (5 points)  
(Equitable distribution of contracts)
  
- TOTAL** (100 points)

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**Part VIII - Attachments**

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

Attachment A – Draft Copy – “Agreement Between Owner and Mechanical Engineer”

Attachment B – Acknowledgement Form

Attachment C - Prohibition Against Contingency Fees

Attachment D – Sworn Statement –Jessica Lundsford Act

Attachment E – Conflict Of Interest Disclosure Form

Attachment F - Debarment Question and Answer and Debarment Form

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**ATTACHMENT A**

DRAFT COPY – “AGREEMENT BETWEEN OWNER AND MECHANICAL ENGINEER”

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# DRAFT AIA Document B101™ - 2007

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_

BETWEEN the Mechanical Engineer's client identified as the Owner:

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

and the Mechanical Engineer:

TBD

for the following Project:

Canopy Oaks Elementary School  
3250 Point View Drive  
Tallahassee, Florida 32303

Mechanical Engineer Services for Canopy Oaks Elementary School, Heating,  
Ventilation and Air Conditioning Project

Replacement of water source heat pumps and add isolation valves in six (6) buildings and the replacement of split direct expansion (DX) systems in Building 1 \$800,000.00

Total Estimated Construction Budget \$800,000.00

The Owner and Mechanical Engineer agree as follows.

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

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

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### 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:

**Scope of Work:** Information from the 2014-2019 Five-Year Work Plan and the 2012 Capital Improvements Review Team (CIRT) Report for Canopy Oaks Elementary School, 3250 Point View Drive Tallahassee, Florida 32303 Mechanical Engineer Services for Canopy Oaks Elementary School, Heating, Ventilation and Air Conditioning Project, Replacement of water source heat pumps and add isolation valves in six (6) buildings and the replacement of split direct expansion (DX) systems in Building 1. The Total Estimated Construction Budget for this project is as follows: \$800,000.00.

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

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

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

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

§ 1.2 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 the Design Documents and Construction Documents.

- .2 Substantial Completion date:

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

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

## ARTICLE 2 MECHANICAL ENGINEER'S RESPONSIBILITIES

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

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

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

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

§ 2.5 The Mechanical Engineer shall maintain the following insurance for the duration of this Agreement:

- .1 General Liability

Commercial General Liability on an 'occurrence' basis, including:  
Bodily Injury – One Million and no/100 US Dollars (\$1,000,000.00) each occurrence  
Property Liability – One Million and no/100 US Dollars (\$1,000,000.00) each

- .2 Automobile Liability

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

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

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

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

§ 3.1.2.1 Permits as required.

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

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

§ 3.1.5 The Mechanical Engineer 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 Mechanical Engineer shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

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

**§ 3.1.7 Basic Services:**


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

**§ 3.2 SCHEMATIC DESIGN PHASE SERVICES**

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

§ 3.2.2 The Mechanical Engineer 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 Mechanical Engineer shall

notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Mechanical Engineer 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 Mechanical Engineer 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 Mechanical Engineer shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Mechanical Engineer shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital 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 Mechanical Engineer 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 Mechanical Engineer shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

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

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

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

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

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

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

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

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

#### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Mechanical Engineer shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Mechanical Engineer 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 Mechanical Engineer shall review in accordance with Section 3.6.4.

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

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

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

§ 3.4.3 During the development of the Construction Documents, the Mechanical Engineer 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) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Mechanical Engineer shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

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

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

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

#### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

##### § 3.5.1 GENERAL

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

##### § 3.5.2 COMPETITIVE BIDDING

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



§ 3.5.2.2 The Mechanical Engineer 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 Mechanical Engineer shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 NEGOTIATED PROPOSALS

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

§ 3.5.3.2 The Mechanical Engineer 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 Mechanical Engineer shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 CONSTRUCTION PHASE SERVICES

#### § 3.6.1 GENERAL

§ 3.6.1.1 The Mechanical Engineer 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 Mechanical Engineer's services under this Agreement unless the Owner and the Mechanical Engineer amend this Agreement.

§ 3.6.1.2 The Mechanical Engineer shall advise and consult with the Owner during the Construction Phase Services. The Mechanical Engineer shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Mechanical Engineer shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Mechanical Engineer be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Mechanical Engineer shall be responsible for the Mechanical Engineer's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

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

#### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Mechanical Engineer 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 Mechanical Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Mechanical Engineer 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 Mechanical Engineer has the authority to reject Work that does not conform to the Contract Documents. Whenever the Mechanical Engineer considers it necessary or advisable, the Mechanical Engineer shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Mechanical Engineer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Mechanical Engineer 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 Mechanical Engineer shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Mechanical Engineer's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

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

### **§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR**

**§ 3.6.3.1** The Mechanical Engineer shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Mechanical Engineer's certification for payment shall constitute a representation to the Owner, based on the Mechanical Engineer's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Mechanical Engineer'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 Mechanical Engineer.

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

### **§ 3.6.4 SUBMITTALS**

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

**§ 3.6.4.2** In accordance with the Mechanical Engineer-approved submittal schedule, the Mechanical Engineer shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or

performance of equipment or systems, which are the Contractor's responsibility. The Mechanical Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Mechanical Engineer, of any construction means, methods, techniques, sequences or procedures. The Mechanical Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Mechanical Engineer shall specify the appropriate performance and design criteria that such services must satisfy. The Mechanical Engineer 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 Mechanical Engineer. The Mechanical Engineer 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 Mechanical Engineer shall review and respond to requests for information about the Contract Documents. The Mechanical Engineer shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Mechanical Engineer's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Mechanical Engineer shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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

### **§ 3.6.5 CHANGES IN THE WORK**

**§ 3.6.5.1** The Mechanical Engineer 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 Mechanical Engineer shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Mechanical Engineer shall maintain records relative to changes in the Work.

### **§ 3.6.6 PROJECT COMPLETION**

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

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

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

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

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

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

#### ARTICLE 4 ADDITIONAL SERVICES

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

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)	Not Provided	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Mechanical Engineer	4.2
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building Information Modeling (E202™-2008)	Not Provided	
§ 4.1.7 Civil engineering	Included in Basic Services	
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Mechanical Engineerural Interior Design (B252™-2007)	Not Provided	
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Mechanical Engineer	4.2
§ 4.1.12 On-site Project Representation (B207™-2008)	Not Provided	
§ 4.1.13 Conformed construction documents	Mechanical Engineer	4.2
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Mechanical Engineer	4.2
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Mechanical Engineer	4.2
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22 Commissioning (B211™-2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™-2012)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

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

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

Additional Services included in this Contract as part of \_\_\_\_\_ Mechanical Engineer name, proposal dated \_\_\_\_\_, includes the following:


**§ 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 Mechanical Engineer, any Additional Services provided in accordance with this Section 4.3 shall entitle the Mechanical Engineer to compensation pursuant to Section 11.3 and an appropriate adjustment in the Mechanical Engineer's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, 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 Mechanical Engineer 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 Mechanical Engineer.

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

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Mechanical Engineer;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Mechanical Engineer's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

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

- .1 Reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor as required.
- .2 Visits to the site by the Mechanical Engineer over the duration of the Project during construction as required
- .3 Inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents as required
- .4 Inspections for any portion of the Work to determine final completion as required

**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 Mechanical Engineer, extension of the Mechanical Engineer'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 Mechanical Engineer, the Owner shall furnish the requested information as necessary and relevant for the Mechanical Engineer 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 Mechanical Engineer. The Owner and the Mechanical Engineer shall thereafter agree to a corresponding change in the Project's scope and quality.

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

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and 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 Mechanical Engineer. Upon the Mechanical Engineer's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Mechanical Engineer to furnish them as an Additional Service, when the Mechanical Engineer 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 Mechanical Engineer if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Mechanical Engineer'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 Mechanical Engineer's consultants through the Mechanical Engineer about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Mechanical Engineer of any direct communications that may affect the Mechanical Engineer's services.

**§ 5.11** Before executing the Contract for Construction, the Owner shall coordinate the Mechanical Engineer's duties and responsibilities set forth in the Contract for Construction with the Mechanical Engineer's services set forth in this Agreement. The Owner shall provide the Mechanical Engineer 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 Mechanical Engineer access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Mechanical Engineer 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 Mechanical Engineer and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Mechanical Engineer, 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 Mechanical Engineer, represent the Mechanical Engineer's judgment as a design professional. It is recognized, however, that neither the Mechanical Engineer nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Mechanical Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Mechanical Engineer.

**§ 6.3** In preparing estimates of the Cost of Work, the Mechanical Engineer shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to 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 Mechanical Engineer'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 Mechanical Engineer 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 Mechanical Engineer submits the Construction Documents to the Owner, through no fault of the Mechanical Engineer, 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 Mechanical Engineer's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Mechanical Engineer shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Mechanical Engineer in making such adjustments.

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

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

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Mechanical Engineer, 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 Mechanical Engineer's modification of the Construction Documents shall be the limit of the Mechanical Engineer's responsibility under this Article 6.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Mechanical Engineer and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Mechanical Engineer 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 Mechanical Engineer and the Mechanical Engineer's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Mechanical Engineer and the Mechanical Engineer's consultants.

**§ 7.3** Upon execution of this Agreement, the Mechanical Engineer grants to the Owner a nonexclusive license to use the Mechanical Engineer's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Mechanical Engineer shall obtain similar nonexclusive licenses from the Mechanical Engineer'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 Mechanical Engineer rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.



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

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

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 GENERAL**

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

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

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

### **§ 8.2 MEDIATION**

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

**§ 8.2.2** The Owner and Mechanical Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of 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:

- [N/A] Arbitration pursuant to Section 8.3 of this Agreement
- [XX] Litigation in a court of competent jurisdiction
- [N/A] Other

#### ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 In the event of termination not the fault of the Mechanical Engineer, the Mechanical Engineer 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 Mechanical Engineer's services and include expenses directly attributable to termination for which the Mechanical Engineer is not otherwise compensated, plus an amount for the Mechanical Engineer's anticipated profit on the value of the services not performed by the Mechanical Engineer.

§ 9.8 The Owner's rights to use the Mechanical Engineer'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 the Agreement between Owner and Construction Manager at Risk Leon County School Board Projects.

§ 10.3 The Owner and Mechanical Engineer, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Mechanical Engineer shall assign this Agreement

without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

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

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

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

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

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

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

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

**§ 10.8** If the Mechanical Engineer 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 Mechanical Engineer's Basic Services described under Article 3, the Owner shall compensate the Mechanical Engineer as follows:

Basic Services Fess listed in Article 3, 3.1.7

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

Additional Services Fess listed in Article 4, 4.2

§ 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 Mechanical Engineer as follows:

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

§ 11.4 Compensation for Additional Services of the Mechanical Engineer's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Mechanical Engineer plus One and Two-Tenths 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 <b>**10% to be held on Document Phases unless all Mandatories have been met by Florida Department of Education and Leon County Schools</b>	Forty percent (40%)
Bidding or Negotiation Phase	Five percent (5%)
Construction Phase	See Below
* Upon 25% Construction	Five percent (5%)
* Upon 50% Construction	Five percent (5%)
* Upon Final Completion FC	Eight percent (8%)
* Upon FC and Closeout Docs received	Two percent (2%)
<hr/> Total Basic Compensation	<hr/> One hundred percent (100%)

§ 11.6 When compensation 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 Mechanical Engineer shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Mechanical Engineer and the Mechanical Engineer's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Mechanical Engineer's and Mechanical Engineer's consultants' normal review practices.

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

<b>Employee or Category</b>	<b>Rate</b>
List of 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 Mechanical Engineer and the Mechanical Engineer's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence, **Is not authorized;**
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets; **Must be in writing with prior approval by owner;**
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project; **Must be in writing with prior approval by owner;**
- .4 Printing, reproductions, plots, standard form documents; **Must be in writing with prior approval by owner;**
- .5 Postage, handling and delivery; **Must be in writing with prior approval by owner;**
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner; **Must be in writing with prior approval by owner;**
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner; **Must be in writing with prior approval by owner;**
- .8 Mechanical Engineer's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Mechanical Engineer's consultants; **Must be in writing with prior approval by owner;**
- .9 All taxes levied on professional services and on reimbursable expenses; **Must be in writing with prior approval by owner; Not Applicable**
- .10 Site office expenses; **Must be in writing with prior approval by owner;** and
- .11 Other similar Project-related expenditures. **Must be in writing with prior approval by owner.**

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

Reimbursable Expenses (Basic Services) Listed in Article 3, 3.1.7	
Reimbursable Expenses (Additional Services) Listed in Article 4, 4.2	
Total Reimbursable Expenses for Basic and Additional Services	

**§ 11.9 COMPENSATION FOR USE OF MECHANICAL ENGINEER'S INSTRUMENTS OF SERVICE**

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

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

**§ 11.9.2** The exception to this is when the Owner commissions an Mechanical Engineer to design a prototype design. The Owner then owns the documents and has the rights to assign contract administration of them to the Mechanical Engineer or another Professional Mechanical Engineer provided the designated Mechanical Engineer assumes full liability of said documents and has mutual release from the design Mechanical Engineer. This does not waive any of the Mechanical Engineer's rights.

**§ 11.10 PAYMENTS TO THE MECHANICAL ENGINEER**

**§ 11.10.1** An initial payment of zero dollars (\$0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.2** 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 Mechanical Engineer's invoice. **If the invoice has to be returned to the consultant for corrections and re-submitted to Leon County School Board, the invoice will be handled as if it was just received by Leon County School Board project coordinator and accounting office.** Amounts unpaid Zero (0) days after the invoice date shall bear **NO** interest at the rate entered

below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Mechanical Engineer.

0.00% Zero

§ 11.10.3 The Owner shall not withhold amounts from the Mechanical Engineer's compensation to impose a penalty or liquidated damages on the Mechanical Engineer, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Mechanical Engineer 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.

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

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

## ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Mechanical Engineer
- .2 AIA Document B101™-2007, Exhibit A

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

**PROFESSIONAL MECHANICAL ENGINEERURAL CONSULTING FIRM**

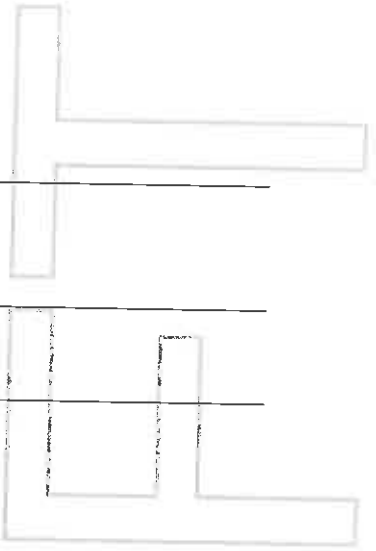
(SEAL)

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

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

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

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



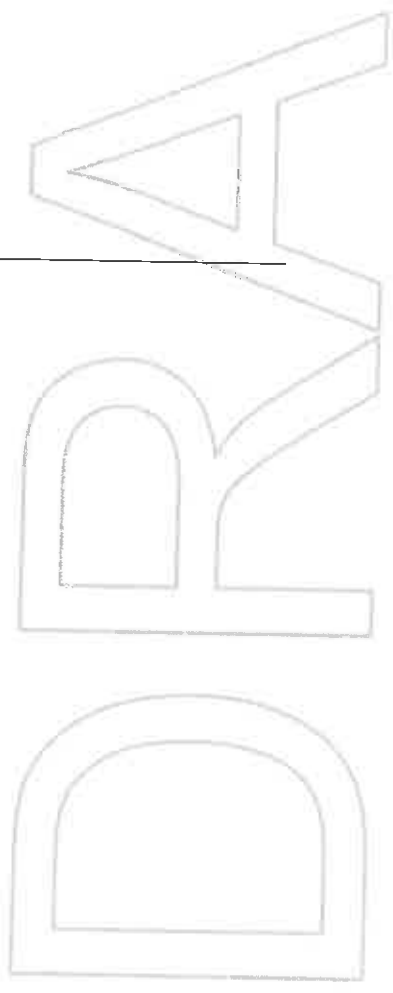
**LEON COUNTY SCHOOL BOARD  
OWNER**

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

(SEAL)

ATTEST: \_\_\_\_\_  
Board Secretary

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



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# DRAFT AIA Document B101™ - 2007 Exhibit A

## Initial Information

### for the following PROJECT:

Canopy Oaks Elementary School  
3250 Point View Drive  
Tallahassee, Florida 32303

Mechanical Engineer Services for Canopy Oaks Elementary School, Heating, Ventilation and Air Conditioning Project

Replacement of water source heat pumps and add isolation valves in six (6) buildings and the replacement of split direct expansion (DX) systems in Building 1

### THE OWNER:

LEON COUNTY SCHOOL BOARD  
2757 West Pensacola Street  
Tallahassee, Florida 32304

### THE MECHANICAL ENGINEER:

TBD

This Agreement is based on the following information.

### ARTICLE A.1 PROJECT INFORMATION

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

Information from the 2014-2019 Five-Year Work Plan and the 2012 Capital Improvements Review Team (CIRT) Report for Canopy Oaks Elementary School.

The Total Estimated Construction Budget for this project is as follows: \$800,000.00

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

TBD

#### § A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

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

- a. For completed construction, the total cost of such work;
- b. Listed above is the estimated cost.

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

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

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

**ELECTRONIC COPYING** of any portion of this AIA Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

To be determined once Design Documents are submitted.

**§ A.1.5** The Owner intends the following procurement or delivery method for the Project:

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

**§ A.1.6** Other Project information:

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

## ARTICLE A.2 PROJECT TEAM

**§ A.2.1** The Owner identifies the following representative in accordance with Section 5.3:

Name and Title	Address	Phone Number
Danny Allbritton, Director of Construction	3420 West Tharpe Street, Suite 100 Tallahassee, Florida 32303	850-617-5900
Rod McQueen, Certified Building Official	3420 West Tharpe Street, Suite 100 Tallahassee, Florida 32303	850-617-1838
Assigned Project Coordinator	3420 West Tharpe Street, Suite 100 Tallahassee, Florida 32303	850-617-5900
Leon County Schools Inspector	3420 West Tharpe Street, Suite 100 Tallahassee, Florida 32303	85.0-617-1838

**§ A.2.2** The persons or entities, in addition to the Owner's representative, who are required to review the Mechanical Engineer's submittals to the Owner are as follows:

Not Applicable.

**§ A.2.3** The Owner will retain the following consultants and contractors:

Geotechnical/Environmental Engineer(s) for Construction materials testing and Test and Balance.

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

To be determined after Consultant's Competitive Negotiations Act process and recommendation to Leon County School Board to begin negotiations.

**§ A.2.5** The Mechanical Engineer will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.

To be determined after Consultant's Competitive Negotiations Act process and recommendation to Leon County School Board to begin negotiations.

**§ A.2.5.1** Consultants retained under Basic Services:

.1 Structural Engineer

To be determined after Consultant's Competitive Negotiations Act process and recommendation to Leon County School Board to begin negotiations.

.2 Mechanical Engineer

To be determined after Consultant's Competitive Negotiations Act process and recommendation to Leon County School Board to begin negotiations.

.3 Electrical Engineer

To be determined after Consultant's Competitive Negotiations Act process and recommendation to Leon County School Board to begin negotiations.

**.4 Civil Engineer**

To be determined after Consultant's Competitive Negotiations Act process and recommendation to Leon County School Board to begin negotiations.

**§ A.2.5.2 Consultants retained under Additional Services:**

To be determined after Consultant's Competitive Negotiations Act process and recommendation to Leon County School Board to begin negotiations.

**§ A.2.6 Other Initial Information on which the Agreement is based:**

**§ A.2.6.1 LEVEL 2 SCREENING REQUIREMENTS:**

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

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

**Where:** Leon County School Board – Safety & Security Department.

2757 W. Pensacola Street  
Tallahassee, Florida 32304

**When:** Monday – Friday

8:00 a.m. – 5:00 p.m.

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

**§ A.2.6.2 APPROPRIATE SIGNATURE BLOCK ON DRAWINGS:**

**Schematics:** Danny Allbritton, Director of Construction; Martha Chauncey, Capital Outlay Specialist; Jim Connell, Chief of Facilities and Construction, Principal of School; assigned Project Coordinator.

**80% Construction Documents:** Danny Allbritton, Director of Construction; Jim Connell, Chief of Facilities and Construction; Principal of School; assigned Project Coordinator.


**100% Construction Documents:** Danny Allbritton, Director of Construction; Martha Chauncey, Capital Outlay Specialist; Jim Connell, Chief of Facilities and Construction, Division Director of Schools (applicable school) Cathy Reed, Director of Nutrition; John Hunkiar, Director of Safety & Security; LaRoderick McQueen, Certified Building Official; Michael Moore, Director of Transportation (if applicable); Principal of School; assigned Project Coordinator, Steve Shelton, Director of Maintenance; and Tallahassee Fire Department.

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**ATTACHMENT B**

**Acknowledgement Form**

		<b>LEON COUNTY SCHOOL BOARD</b> <b>REQUEST FOR STATEMENTS OF QUALIFICATION</b> <b>PROFESSIONAL SERVICES</b>	
<b>Request for Qualifications title:</b>		<b>Request for Qualifications No:</b>	
Mechanical Engineer Services for Canopy Oaks Elementary School, Heating, Ventilation and Air Conditioning Project		RFQ 366-2016	
<b>Submittal Deadline:</b> @ 4:00 p.m. on Tuesday, April 5, 2016			
<b>Legal Name of Respondent as registered with the Department of State, Division of Corporations (including any DBA):</b>			
<b>Respondent Mailing Address:</b>			
<b>City – State – Zip:</b>			
<b>Phone Number:</b>			
<b>Fax Number:</b>			
<b>Email Address:</b>			
<b>Federal Employer’s Identification Number (FEID) No.:</b>			
<b>Type Of Business Entity (Corporation, LLC, Partnership, etc.):</b>			
<b>Respondent Contacts:</b> Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the Request for Qualifications schedule.			
<b>Primary Contact:</b>		<b>Secondary Contact:</b>	
Name, Title:		Name, Title:	
Address:		Address:	
Phone Number:		Phone Number:	
Fax Number:		Fax Number:	
Email Address:			

Form shall be submitted with the respondents Qualification Statement

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**ATTACHMENT C**

**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 respondent, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement.

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 \_\_\_\_\_

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

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

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

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

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ATTACHMENT D



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

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

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

(Type of entity)

all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet Level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with the School Board.

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

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

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

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



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)

**ATTACHMENT E**

**CONFLICT OF INTEREST DISCLOSURE FORM**

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

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

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

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

2. Except as listed below, no employee, officer, or agent of the Firm have any conflicts of interest, real or  
apparent, due to ownership, other clients, contracts, or interests associated with this project;

3. This proposal is made without understanding, agreement, or connection with any corporation, Firm, or person  
submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

**EXCEPTIONS** (List)

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

Printed Name: \_\_\_\_\_

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

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

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

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.

NOTARY PUBLIC – STATE OF \_\_\_\_\_

(seal)

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

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

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

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

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## ATTACHMENT F

### FREQUENTLY ASKED QUESTIONS ABOUT DEBARMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared in eligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

RESPONDENT OR RESPONDENT SIGNATURE	DATE
PRINT NAME AND TITLE	

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