



REQUEST FOR QUALIFICATIONS (RFQ)

RFQ # 24-1003-Q-AR917 – Design Professional Services for Eustis High School Addition

Public notice is hereby given that the School Board of Lake County Schools District, Florida has issued RFQ # 24-1003-Q-AR917 seeking to accept submittals from qualified vendors to provide Design Professional Services for **Eustis High School**. The intent of this solicitation is to select one vendor to provide these services. This public notice is pursuant to Chapter 1013, Florida Statutes; the Florida Consultant's Competitive Negotiation Act, Section 287.055 Florida Statutes; State Requirements for Educational Facilities; Rule 6A-2.0010, Florida Administrative Code; and School Board Rules. The RFQ and all submittal requirements are available on Vendorlink and can be accessed at www.myvendorlink.com.

Vendors are specifically directed not to contact any Lake County School District Board member or personnel, other than the Contact Person listed below, for any purpose related to this RFQ. Unauthorized contact of any Lake County School District Board member or personnel may be cause for rejection of a vendor's proposal. All inquiries concerning this RFQ should be directed to the following Contact Person:

Name: Angelita Russell
E-mail: russella3@lake.k12.fl.us
Phone: (352) 253-6763
Address: 29529 CR 561
Tavares, FL 32778

PROJECTED TIMETABLE

The following dates are set forth for information and planning purposes only. These dates may be changed upon notice to prospective proposers.

Release Date:	10/3/2024
Pre-Proposal Conference Date:	10/9/2024 @ 9:00 AM EST
Questions Deadline:	10/11/2024 @ 2:00 PM EST
Due Date/Time:	11/8/2024 @ 2:00 PM EST
Initial Screening for Short-Listing	12/3/2024 @ 9:00 AM EST
Site Visit for Short-Listed Vendors	12/6/2024 @ 9:30 AM EST

Vendors are solely responsible for ensuring timely receipt of their Proposals. All proposals must be signed by an officer or employee having authority to legally bind the vendor. A pre-proposal meeting is scheduled for **10/9/2024 at 9:00 AM** and will be held at 201 WEST BURLEIGH BLVD TAVARES, Tavares, FL 32778 – District's Board Room. Proposers are encouraged to attend the pre-proposal meeting.

A. INSTRUCTION TO VENDORS

1. All proposals must be received no later than **2:00 PM EST**, on **11/8/2024**. Respondent will be responsible for its timely submission of their submittal.
2. All proposals must be signed by an officer or employee having authority to legally bind Respondent. Any corrections of unit prices must be initialed.
3. **IMPORTANT NOTICE TO BIDDERS: The Procurement Services Department of Lake County Schools has partnered with Vendor Link www.myvendorlink.com for the posting, notification, and processing of their bid opportunities. There is NO COST to Respondents to use this service for Lake County Schools bid opportunities.**
4. Bidders who obtain Solicitation Packages from sources other than the Lake County School Board or from www.myvendorlink.com shall be required to register with Vendor Link. Please follow the link www.myvendorlink.com to register with Vendor Link for Lake County Schools. This will place the Bidder on the notification list for any forthcoming addendum or other official communications. Failure to register as a prospective Bidder and/or accept receipt of each document may cause your Submittal Package to be rejected as non-responsive if you have submitted a Submittal Package without Lake County School Board issued forms and/or acknowledgment of issued addenda and/or meet the Solicitation Package requirements as provided by the Lake County School Board. Proposals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the district.
5. Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the district with the services specified in the proposal.
6. **Submittals/Responses shall be accepted only through www.myvendorlink.com.**
7. ON LINE RESPONSES – shall be accepted ONLY until the date and time stated above on www.myvendorlink.com. All submittals not received by the stated date and time will be considered late and therefore unacceptable.
8. Recommended awards will be posted for review by interested parties on www.myvendorlink.com and will remain posted for a period of 72 hours. Since this information is available as outlined above, the Purchasing department will not mail or fax recommendation of award notices to all bidders. All award information will be posted on www.myvendorlink.com. Failure to file a protest within the time prescribes in Section 120.57 (3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida statutes.
9. All questions must be submitted by information cut-off date listed above, questions received after said date will not be considered. Inquiries must be made through www.myvendorlink.com. Those interpretations which may affect the eventual outcome of this proposal will be posted on the on www.myvendorlink.com for all prospective Respondents to view. Only the interpretation or correction so given by the Procurement Services representative, in writing, shall be binding and prospective Respondents are advised that no other source is authorized to give information concerning, or to explain or interpret the RFQ and the selection process. All such interpretations and supplemental instructions will be in the form of written Addenda to the RFQ.
10. Selection committee members, school board members, and school board personnel (except the Procurement Services representative) are not to be contacted prior to the School Board's decision to approve or reject the final recommendation presented by the Superintendent. At the discretion of LCS, failure to comply with this requirement will be grounds for disqualification. Specifically, this **NO-CONTACT PERIOD** shall commence on the initial date of release of the Request for Qualifications and continue through and include the date the Lake County School

Board makes its determination to approve or reject the final recommendations. Failure to meet any of these requirements may disqualify a Respondent from consideration.

11. By submission of a proposal, Respondent understands that award of the solicitation by Lake County Schools, and any subsequent purchase orders and agreements, shall constitute a binding and enforceable contract. Unless otherwise stipulated in the solicitation documents, no other contract documents shall be issued.
12. **RFQ RESPONSE REQUIREMENTS/FORMS:** When submitting a proposal through www.myvendorlink.com, an attachment package of required forms **shall be** included with your submittal.

B. BACKGROUND AND PURPOSE

Lake County Schools (LCS) is the 19th largest public school district in the state of Florida, serving approximately 42,000 students across 51 learning sites (including Lake Virtual School and Lake Technical College) and with more than 5,000 employees. Its Mission is to provide every student with individual opportunities to excel. The Vision of the District is to be dynamic, progressive, and collaborative learning community embracing change and diversity where every student will graduate with the skills needed to succeed in post-secondary education and the work place.

It is the intent of the School Board to select a qualified vendor in accordance with the Consultant's Competitive Negotiations Act, F.S. 287.055 Architectural/Engineering services. Educational Facilities project planning and design for Eustis High School. **As of the approved 2024-2025 Capital Improvements Plan, the project is funded at \$40,480,000.** The project's projected cost breakdown is as follows:

Design Services: \$2,000,000

Construction: \$35,480,000

FF&E: \$3,000,000

The tentative substantial completion date is set for July, 2027.

In determining whether a vendor is qualified, the School Board shall consider such factors as the ability and qualifications of professional personnel; experience and past performance; past litigation; project/task approach and methodology; and references. Corporations must be registered in the State of Florida by the Department of the State, Division of Corporations, at the time of final selection by the Selection Committee. Please include copy of your licenses within the submitted proposal.

C. SERVICES REQUIRED

1. The selected vendor will provide design professional services to the agency for the Eustis High School Addition on the main campus of Eustis High School, located at 1300 E. Washington Avenue, Eustis, FL 32726. The proposed addition will replace the current Eustis High School 9th Grade Center located on Bates Avenue in Eustis.
2. Major design elements of the project, to be located on the existing Eustis High School campus, are an approximately 600 student addition to be located on the current practice field, which may include but not be limited to:
 - a. Senior High Classrooms

- b. Senior High Science Labs
- c. ESE Part-Time Room(s)
- d. ESE Full-Time Room(s)
- e. ESE Vocational Room
- f. ESE Resource Room(s)
- g. PE Weight Room
- h. Technology/Industry Exploration Lab intended to serve the school's aviation program
- i. Large Industrial Lab with associated classroom and space intended to serve the Construction Academy (it is anticipated that this may be in a separate building)
- j. Administrative Office Space for an Assistant Principal or Dean, Guidance, and ESE support staff with associated clerical and support personnel
- k. Outdoor Covered Dining Area

Lake County Schools seeks progressive approaches to:

- Advanced building design
 - Industrialized construction techniques, including cold-formed steel, if appropriate
 - Inclusion of state of the art technology
 - Building flexibility/adaptability
 - 21st Century Learning environment fundamentals
 - Safety and security
 - Classroom/extended learning/learning commons.
 - Health, wellness and sustainability
 - Teaching methods and practices
3. Additional scope of work includes site improvements, which may include but are not limited to:
 - a. Appropriate drainage and stormwater management systems
 - b. Conversion of the existing softball field into a replacement practice field
 - c. Expansion of the existing bus drop-off/pick-up area to accommodate additional buses
 - d. Addition of small parking areas along the Fahnstock Street frontage, where possible
 - e. Evaluation of the existing parking lot north of Washington Street for opportunities to improve access and circulation patterns, especially in the faculty/staff parking
 - f. Exterior walkways and canopies
 - g. Site lighting
 - h. Site signage
 - i. Underground utilities
 - j. Landscaping and irrigation
 4. Challenges at the Eustis High School Main Campus include:
 - a. The site area is small and surrounded by a historic and built-out neighborhood; space for construction is limited
 - b. Occupied campus – although the 9th grade students will remain at the existing Curtright Center for the duration of construction
 - c. A historic campus, with the original building dating to the 1930s, with modernizations and additions as recent as 2003.

- d. Portable classrooms that are required for the population, but will need to be removed after the addition is constructed; the design and logistics plan will need to ensure that a pathway for removing the portables is left open
5. Design Approach may include, but is not limited to the following:
 - a. Existing Facilities Measurements and Testing
 - b. Life Cycle Cost Analyses and Energy Modeling
 - c. Civil Design
 - d. Structural Design
 - e. Landscape Design
 - f. Interior Design
 - g. Food Service Design
 - h. Fire Protection Design
 - i. Building/Systems Commissioning
 - j. Record Drawings
 - k. Theatrical Lighting & Sound Design (if applicable)
 - l. Acoustical Design
 - m. Traffic Signal Design (if required)
 - n. Off-site Road or Utilities Improvement Design (if required)
 - o. Furniture & Equipment Plans
 - p. Furniture & Equipment Specifications
 - q. Documentation and Services

 6. The project will be located at the existing Eustis High School campus (Lake County Alt Keys #1427169 and 2866837). The campus will be occupied during the time of construction, however, the 9th grade students and several special programs will be located at the existing 9th grade center (aka the Curtright Center), so additional portable classrooms and phasing of capacity to accommodate construction is not expected to be required.
 - **Tentative Start Date for Design: Upon Board approval; expected March, 2025**
 - **Tentative Completion: July 2027**

 7. In addition to the design professional services, the selected vendor will work closely with the project's Construction Manager (CM) to ensure integrity of the architectural design submitted. The selected vendor will also be tasked with providing a life cycle cost analysis of alternatives designs.

 8. It is the intention of the School Board to negotiate a professional services fee based upon the above scope incorporating the specifications listed herein.

D. SELECTION PROCESS

1. All Proposals received by the specified deadline will publicly be discussed and scored based on the solicitation's evaluation criteria as stated in **E. EVALUATION CRITERIA**.

2. **Price will not be considered at any time during the evaluation process for the requested services.**
3. After the initial scoring, Procurement Services will short-list the top scoring three (3) vendors and invite them to a presentation before Lake County Schools Board in a Workshop Board session. However, Procurement Services reserves the right to short-list the top five (5) scoring vendors for presentation before Lake County Schools Board in a Workshop Board session.
4. Based on the presentations and Lake County Schools Board direction, Lake County Schools Superintendent will make the final recommendation for selection and present to the Board for final approval.
5. **Tie Bids** (for the purposes of #3 and #4 above)

In the event of tie bids, Procurement Services will:

- Remove the lowest-ranked vendors and then adjust the rankings based on the hierarchy of each member of the evaluation team to determine the highest rank.
- If this still results in a tie, then a coin flip or drawing straws (in case of a 3-way tie) will determine the final ranking.

6. **Local Florida Vendor Preference**

Per Chapter 287 of the Florida Statute, Section 287.084 (1)(a), Preference to Florida Business:

When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent.

This local vendor preference shall not apply to any contracts funded in whole or in part with federal or state funds which do not allow the use of local preferences, or any other contracts which are statutorily or otherwise precluded from the use of local preferences during the evaluation process.

7. The School Board reserves the right to waive minor irregularities or technicalities in proposals, and in its sole discretion, request a clarification regarding a proposal(s), providing such action is in the best interest of the School Board. Minor irregularities are defined as those that have no adverse effect on the School Board's best interests and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.

8. The School Board reserves the right to select the proposal which in its sole judgment best meets the needs of the School District. The final selection of a vendor by the Board, shall be based on any information and criteria the Evaluation Committee and Board consider relevant, which may include criteria not listed in **E. EVALUATION CRITERIA**.
9. All vendors responding to this solicitation will be notified of their selection or non-selection in writing.
10. The School Board representative will notify the proposers in writing of the date the award recommendation is placed on the Boards' agenda.
11. The School Board employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a Proposal. Any person or business entity submitting a proposal who has such a relationship with a LCS School District employee who may be involved in the selection process shall advise Procurement Services of the name of the employee in the proposal.
12. Any person or business entity which engages in practices which might result in unlawful activity relating to the selection process including, but not limited to, kickbacks or other unlawful consideration paid to LCS employees, will be disqualified from the selection process.
13. The process, procedures and evaluation criteria used by LCS in developing and issuing this solicitation and evaluating the proposals received for purposes of making a recommendation to the Board shall be determined in the sole discretion of the School District. Potential proposers shall have no rights whatsoever regarding the processes and procedures used by LCS relating to this solicitation or the manner in which a proposer is selected by the Board, provided their decisions are not arbitrary and capricious, and there is some reasonable basis for the selection(s) made.

E. EVALUATION CRITERIA

Timely submitted responsive proposals will be evaluated by an Evaluation Committee of the District. The Evaluation Committee members will individually score each proposal using the criteria below. Only proposals that meet the compliance requirements will be evaluated.

Evaluation Criteria	Possible Points
Tab 2 – Related Building Experience and References	30
Tab 3 – Qualifications of Proposed Team	25
Tab 4 – Design Approach	20
Tab 5 – Current and Projected Workload	15
Tab 6 – Willingness to Meet Time & Budget Requirements	3
Tab 7 – Certified Minority Firm	2
Tab 8 – Distance to District Office	Up to 5 points
Tab 9 – Confidential Financials	Pass/Fail
TOTAL POINTS	100

F. PROPOSAL FORMAT AND CONTENT

In order to ease comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Failure to provide the required information will affect the evaluation of the proposal and may be grounds for disqualification. Responsive proposals should provide straightforward, concise information that satisfies the requirements noted above. Emphasis

should be placed on skills and experience that respond to the needs of the School Board, the requirements of this solicitation, and completeness and clarity of content.

Tab 1 – Respondent’s Introductory Letter (Non-Scored)

RFQ Submittal Letter signed by authorized agent of the business/corporation with proof of authorization from business. A brief profile of the respondent, including:

- A. A brief history of the business
- B. Organizational structure of business
- C. Ownership interests
- D. Active business venues (counties, states, etc.)
- E. Present status and projected direction of business
- F. Designation of the legal entity by which the business operates and documentation from the appropriate state’s agency confirming respondent’s legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.). For non-Florida businesses, submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the State of Florida.

Tab 2 – Related Building Experience and References (30 points)

The Committee will evaluate successful completion of previous projects comparable in design, scope, and complexity. Consideration will be given to respondents with the ability to show similar projects, with school districts of similar size and scope, recent, current and future workload, past performance and the ability to bring in a project on-time and on budget. Vendors should include:

- A. A list of no more than five (5) projects similar in scope and size that best illustrate the experience of the respondent and current staff which is being assigned to this project. These projects shall not be more than ten (10) years old. At a minimum, each project shall include:
 - A letter of reference.
 - Project value and square footage.
 - Start and completion dates of the project.
 - Whether or not the project was completed on schedule.
 - Whether or not the project was on budget.
 - The name of key persons assigned to the project and their role.
- B. Litigation: Submit all litigation of any kind involving firm, its officers or directors with a project owner where the total amount in controversy exceeds \$100,000 within the last five years. If the Firm is a joint venture or partnership submit litigation involving all firms comprising the submitting entity. State the court and location of the litigation.
- C. Claims: Submit all Errors & Omissions and/or Professional Liability claims filed against the firms’ policy in the last two years from the proposal submittal date. The information should include amount and nature of the claim(s).

Tab 3 – Qualifications of Proposed Team (25 points)

Vendors shall provide resumes of key persons to be assigned to the Project including, but not limited to, the following:

- A. Name and title.
- B. Job assignment for other projects.
- C. How many years with this firm. For sub-consultants, list prior projects your firm has worked with sub-consultant.
- D. How many years with other firms.
- E. Experience including types of projects, size of projects (dollar value and square footage of project), and specific project involvement.
- F. Education.
- G. Active registrations (if any).
- H. If submitting as a joint venture or partnership, include the assigned staff for the joint venture or partnership and indicate which of the joint ventures or partners employs the staff member.

The School Board reserves the right to consider the years of experience of the Respondent's Owner, President, Director, or Lead that would be assigned to the District in lieu of the respondent itself having been established for five years.

Tab 4 – Design Approach (20 points)

In no more than four (4) pages, describe your design approach philosophy, focusing on Phase I of the requested services, as it relates to your understanding of:

- A. Knowledge of the Site and Local Conditions
- B. Local Area Demographics
- C. the interrelationship of all parties involved, including the role of the selected Construction Manager

Tab 5 – Current and Projected Workload (15 points)

As part of the evaluation criteria, the Committee will review the firms and their sub-consultants current workload. If the submitting firm is a joint venture, the Committee will review the current workload of each of the firms comprising the submitting entity.

- A. Firms and their sub-consultants shall provide a list of outstanding projects, client names, status of completion, anticipated completion date, original contract amount, remaining contract balance, and overall workload with all owners including LCSB. Furthermore, if the submitting firm is a joint venture they shall also include projects for each firm comprising the joint venture.
- B. Definition of sub-consultant as it relates to this selection process: An individual and/or firm contracted or to be contracted by the submitting entity to provide services related to or part of those which will be required as part of this selection process.

Tab 6 – Willingness to Meet Time & Budget Requirements (3 points)

- A. Include a proposed timeline for the design and construction procedure by the tentative completion date of July, 2027.
- B. This project has limited budgeted funds, therefore cost controls will be important. Please provide methodologies that can be utilized to assure a maximized project within and preferably under budget.

Tab 7 - Certified Minority Firm (2 points)

Vendors must include a State of Florida issued certificate documenting their minority firm status to receive the allocated points for this criterion.

Tab 8 – Distance to District Office (up to 5 points)

In order to receive the location points for the office proposed to perform the majority of the work for this project the proposing firm must have had that office established for one (1) or more years, and staffed with at least one (1) full-time employee during that time period. Indicate below the office where the majority of the work will be performed, including the address and number of years at that location and the number of full time staff. Google Maps (<https://www.google.com/maps>) shall be utilized to assess distance. **A Google Maps printout must be attached to validate distance to site as shown below:**

Points Assigned	Distance from 201 W. Burleigh Blvd Tavares, FL 32778
5	If office is within Lake County Florida
4	0 – 50 miles outside of Lake County, Florida
3	51 - 76 miles
2	77 – 102 miles
1	103 – 128 miles
0	129 or more miles

Location of office where majority of work will be performed:

County: _____

Address: _____

Distance from 201 W. Burleigh Blvd.: _____

Date office established: _____

Number of full time staff: _____

Tab 9 – Confidential Financials (Pass/Fail)

(PLEASE MARK TAB 9 CONFIDENTIAL- and Upload Separately)

Please include your Financial Statement for the firm and/or its equity participants, indicate Working Capital Ratio, Profitability, and Return on Assets Ratio. Include a copy of their most current audited financial statement. If the Firm is a joint venture or partnership all firms comprising the submitting entity will be required to submit the previously requested documentation.

The District will evaluate whether the firm has sufficiently demonstrated that they have the necessary financial resources to provide the services, their capabilities to control costs and their history of working proactively to avoid litigation with Owners.

Tab 10 - Licenses (Non-Scored)

Proposers shall obtain and pay for all necessary licenses, permits, and related documents, required to comply with the proposal. Vendor shall save and hold harmless the district as a result of any infraction of the aforementioned. Proposers must be licensed Architects within the State of Florida at the time of proposal submission.

Tab 11 - Required Attachments (Non-Scored)

The following items, while not assigned points in the Initial Screening process, must be included in order for the proposal to be considered. Failure to provide may result in rejection of proposal.

- Attachment A: Statement Acknowledgement Form
- Attachment B: Federal Debarment Form
- Attachment C: Public Entity Crimes Affidavit
- Attachment D: Non-Collusion Affidavit
- Attachment E: Conflict of Interest Statement
- Attachment F: Draft Agreement Acknowledgement Statement
- Attachment G: Location Table
- Exhibit A Draft: Agreement for Design Professional Services

G. GENERAL TERMS AND CONDITIONS

- 1. SOLICITATION CAVEAT:** The issuance of this solicitation does not constitute an award commitment on the part of LCS, and the District shall not pay for costs incurred in the preparation or submission of Proposals. **LCS reserves the right to reject any or all proposals or portions thereof if LCS determines that it is in its best interest to do so.**

Failure to furnish all information requested or to follow the format requested herein, or the submission of false information, may disqualify the proposer, in the sole discretion of LCS. LCS may waive **any** deviation in a proposal. LCS's waiver of a deviation shall in no way modify the solicitation requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations.

- 2. TIME:** Time and the time limits stated in this document are of the essence of this solicitation.

3. **AWARD:** One contract will be recommended for award to the vendor deemed the most responsive and responsible who achieves the highest points through the proposal evaluation process as outlined later in this document under the Method of Evaluation section. In addition, the School Board at its sole discretion, reserves the right to cancel this solicitation, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the School Board to do so. LCSB reserves the right to negotiate with the highest ranked proposer regarding proposal scope, quality, price and any other issues it considers relevant to successful performance of the services. If an agreement cannot be reached with the highest ranked proposer, LCSB reserves the right to negotiate and recommend award to the next highest proposer or subsequent proposers until an agreement is reached.
4. **AGREEMENT FOR PROFESSIONAL SERVICES:** The School Board reserves the right to negotiate price and contract terms and conditions with the most qualified proposer to provide the requested service as described in this solicitation. If a mutually beneficial agreement with the highest ranked vendor is not reached **within 45 calendar days** of the award, the School Board reserves the right to enter into contract negotiations with the next highest ranked proposer and continue this process until agreement is reached.

No agreement with the School Board is in effect until a contract has been signed by both parties. Attached to this solicitation as **Exhibit "A"** is the standard Agreement for Professional Services which are in substantially the form the successful proposer will be expected to sign. The final agreement may include the contents of the solicitation, any addenda to this solicitation, portions of the successful proposer's proposal and any other modifications determined by the School Board to be necessary prior to its execution by the parties.

Until such time as the Evaluation Committee has completed its deliberative process and the matter has been set for consideration before the School Board, the agreement and all documents and materials relating thereto, the negotiation and execution thereof, including, without limitation, the existence of the Agreement and the negotiations taking place between the parties, shall be confidential.

The standard Agreement for Professional Services included in this solicitation is for informational purposes and should not be returned with the proposal; however, the proposal shall include a statement that the vendor has reviewed the standard Agreement for Professional Services and either i) will agree to and accept the master terms and conditions contained therein if selected, or ii) indicate those specific provisions of the standard Agreement for Professional Services to which the proposer takes exception and why. Raising of significant exceptions in a proposal, as determined in the sole discretion of the School Board, may be cause for rejection of the vendor's proposal.

5. **PROTEST:** Any person who is affected adversely by the decision or intended decision shall file with the Board, through its Purchasing Department, a written notice of protest within 72 hours after the posting or notification. A formal written protest shall be filed within 10 calendar days after filing the notice of protest.

With respect to a protest of the specification contained in an invitation to bid or in a request for proposal, the notice of protest shall be filed in writing within 72 hours after the receipt of the project plans and specification or intended project plans and specification in an invitation to bid or request for proposal (but no later than the time when the bids or responses must be received in order to be considered), and the formal written protest shall be filed within 10 calendar days after the date the notice of protest is filed. The 72 hours period referred to herein shall not include Saturday, Sundays, or holidays. The work "holiday" shall mean any weekday on which the School Board's Administrative Offices are closed. **Failure to file a timely formal written protest shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.**

The formal written protest shall state with particularity the facts and law upon which protest is based. Any person who files an action protesting a decision or intended decision pertaining to a bid pursuant to FS 120.7(3)(b), shall post at the time of filing the formal written protest, a bond payable to the School Board of Lake County in an amount equal to one percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check, or money order will be an acceptable form of security.

If after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all cost and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protester prevails, he or she shall recover from the District all costs and charges which shall be include in the final order of judgment, excluding attorney's fees.

Upon receipt of the formal written protest and protest bond which has been timely filed, the District shall stop the bid solicitation process or the contract award process until the subject of the protest is resolved by final District action, unless the Superintendent sets forth in writing particular facts and circumstances which require the continuance of the bid solicitation process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.

6. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:** In accordance with Section 287.135 of the Florida Statutes, THE SCHOOL BOARD RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE SCHOOL BOARD "A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more." Section 215.473 defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit." By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List, created pursuant to s. 215.473. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify at each renewal of the Contract that that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The School Board may terminate any Contract resulting from this solicitation if respondent or a related entity as defined above is found to have submitted a false certification or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Notwithstanding the preceding, the School Board reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists to be eligible for, bid on, submit a proposal for, or enter into or renew a contract, should the School Board determine that the conditions set forth in Section 287.135(4) are met.

Lake County Schools, FL does not discriminate on the basis of race, religion, color, national origin, gender, genetic information, age, disability or marital status in its educational programs, services or activities, or in its hiring or employment practices. The district also provides equal access to its facilities to the Boy Scouts and other patriotic youth groups, as required by the Boy Scouts of America Equal Access Act. Questions, complaints, or requests for additional information regarding discrimination or harassment may be sent to:

David Meyers
Manager Employee Relations
Lake County Schools
Phone: 352-253-6519
Fax: 352-253-6545
Meyersd@lake.k12.fl.us

An entity or affiliate who has been placed on the discriminatory vendor list, a list published by the State of Florida, may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

7. **PUBLIC ENTITY CRIMES DISCLOSURE:** A 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
8. **DRUG-FREE WORKPLACE:** Whenever two or more RFQs are equal with respect to price, quality, and service, a RFQ received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process. If the Contractor does not maintain a formal "Drug Free Workplace" or does not perform random drugs tests on its employees, then the Contractor's employee must submit to a drug test by the School Board at an additional cost prior to working on the School Board account.

- 9. DAVIS-BACON ACT (34 CFR 80.36(i) (4)) (Where Applicable):** All construction contractors and subcontractors must comply with the Davis- Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by the Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation. Applies to all construction contracts in excess of \$2000 awarded by the District and sub-grantees when required by Federal grant program legislation).
- 10. SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN:** Pursuant to Section 287.135, Florida Statue, the bidder, by affixing its signature to this bid, certifies that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. At the option of the Lake County School Board, a contract is subject to termination if the vendor is found to have submitted a false certification as provide in Section 287.135(5) or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
- 11. EQUAL EMPLOYMENT OPPORTUNITY (Where Applicable):** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60- 1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 12. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Where Applicable):** All contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 13. CLEAN AIR AND WATER POLLUTION ACTS (Where Applicable):** Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

14. DEBARMENT AND SUSPENSION (Where Applicable): SFAs must obtain satisfaction that an FSMC is neither excluded nor disqualified before doing business with the FSMC. The uniform Federal suspension/debarment certification has been abolished and the collection of paper certifications is no longer mandatory. Current rules provide greater flexibility in meeting requirements. An SFA may meet the requirements by any one of three methods. They are:

- A. Checking the Excluded Parties List System. This is available on the internet at <https://www.sam.gov/>
- B. Collecting a certification that the contractor is neither excluded nor disqualified. Since a Federal certification form is no longer available, an entity electing this method must devise its own certification.
- C. Including a clause to this effect in the solicitation/contract.

Example language: The prospective bidder certifies, by submission and signature of this bid, that the bidder complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, part 85, as defined at the 34 CFR part 85, sections 85.105 and 85.110-(ed80-0013).

- A. The prospective lower tier (\$25,000) participant certifies, by submission and of this bid, 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.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this bid.

15. BYRD ANTI-LOBBYING AMENDMENT (Where Applicable): Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

16. FUNDING AGREEMENT (RIGHTS TO INVENTIONS) (Where Applicable): Rights to Inventions made under a contract or agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

17. ENERGY POLICY AND CONSERVATION ACT (Where Applicable): Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

18. RECOVERED MATERIALS (Where Applicable): A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

19. CONTINGENT FEE PROHIBITED: The Proposer warrants that they have not employed or retained any third party other than the Proposer's employee or agent to solicit or secure an award hereunder and that they will not pay a fee, commission, percentage, gift or other consideration to a third party upon or resulting from the award hereunder. Violation shall constitute a breach of contract and termination of agreement and a deduction from any outstanding obligations for the full amount of the fee, commission, percentage, gift or consideration paid.

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

20. PAYMENT TERMS: Respondent shall state on the Proposal Price Sheet the Terms and Conditions it will accept for a payment discount. (i.e.: 2% net 30 days, upon receipt of invoice). The district shall not pay Federal Excise and State taxes on direct purchases of tangible personal property. This exemption does not apply to purchases of tangible personal property made by respondents who use the tangible personal property in the performance of contracts for the improvement of School Board-owned real property as defined in Chapter 192 of the Florida Statutes.

21. INVOICES: The successful bidder will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid purchase order numbers. A separate invoice must be received for each purchase order number.

22. INDEMNIFICATION / HOLD HARMLESS AGREEMENT: Respondent shall indemnify, defend, and hold harmless Lake County Schools, its board members, employees, representatives from and against all claims, suits, actions, damages, losses, expenses, and/or a cause of action, including but not limited to, economic loss, reasonable attorneys' fees, and expenses, arising out of or in connection with this Agreement, provided that any such claims, suits, actions, damages, losses, expenses, and/or a cause of action, (i) is attributable to any person(s) claiming personal injury, bodily injury, sickness, disease, or death; or damage to tangible property of a third party including the loss of use, (ii) loss of Respondent's tools and equipment used in connection with this

Agreement, and (iii) is caused or incurred in whole or in part by Respondent or any of its subcontractors, agents, or anyone directly or indirectly employed by contractor, subcontractor, agents, regardless if caused in part by Lake County Schools. This indemnification shall not apply to any claims, suits, actions, damages, losses, expenses, and/or a cause of action, arising from Lake County School's sole gross negligence or intentional misconduct.

Nothing in this Agreement shall be deemed to affect the rights, privileges, or be deemed a waiver of, or limitation of Lake County School's sovereign immunity protection and limitations of liability pursuant to Section 768.28, Florida Statutes. Any indemnity or assumption of liability by SBOC hereunder shall be subject to Lake County School's rights to sovereign immunity and any other limitations of liability provided Lake County Schools pursuant to Florida law.

23. INSURANCE: At its sole expense, VENDOR shall maintain the following insurance during the contract term and such insurance will apply to VENDOR, its employees, agents, and subcontractors:

- A. Comprehensive General Liability insurance in the amount of one million dollars (\$1,000,000).
- B. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the VENDOR, in an amount not less than five hundred thousand dollars (\$500,000) combined single limit per occurrence for bodily injury and property damage with the SCHOOL BOARD as an additional named insured.
- C. Professional Liability Insurance in the amount of one million dollars (\$1,000,000).
- D. Workers' Compensation Insurance for all employees of the VENDOR as required by Florida Statutes. A Waiver of Subrogation in favor of The School Board of Lake County, Florida and its members, officers and employees shall be endorsed onto the workers' compensation policy.
- E. The School Board of Lake County, Florida and its members, officers and employees shall be listed as an additional insured on the Comprehensive General Liability insurance coverages/policies.
- F. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the VENDOR.
- G. The VENDOR shall ensure that all insurance policies required by this section are issued by companies with either of the following qualifications:
 - (a) The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company; or
 - (b) With respect only to the Workers' Compensation Insurance, the company may be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.
- H. Neither approval nor failure to disapprove the insurance furnished by the VENDOR to the SCHOOL BOARD shall relieve the VENDOR of the VENDOR'S full responsibility to provide insurance as required under this Agreement.
- I. The VENDOR shall be responsible for assuring that the insurance remains in force for the duration of this Agreement, including any and all option years that may be granted to the

VENDOR. The VENDOR shall be responsible for notifying SCHOOL BOARD within 48 hours upon receipt of any cancellation notice or intent to non-renew. If the insurance is scheduled to expire during the contractual period, the VENDOR shall be responsible for submitting new or renewed certificates of insurance to the SCHOOL BOARD at a minimum of fifteen (15) calendar days in advance of such expiration.

- J. Unless otherwise notified, the certificate of insurance shall be delivered within ten (10) days of execution of agreement.
- K. In the event that VENDOR fails to maintain insurance as described above, paragraph "A" of this Agreement, VENDOR agrees that such failure will constitute a material breach of this Agreement and the SCHOOL BOARD shall have the right to terminate this Agreement without further liability. Further, VENDOR agrees that upon such breach, the SCHOOL BOARD may take any action necessary at law or in equity to preserve and protect SCHOOL BOARD'S rights.

24. INSURANCE CAPACITY VERIFICATION: *It is a requirement of all bidders to prove their capacity to provide the required insurance as specified in this solicitation.* It is required that bidders provide a "Certificate of Liability" (Acord 25) matching the specified requirements with their bid submission. If selected, you will then be required to name the School Board of Lake County, Florida as an additional insured and provide a revised "Certificate of Liability" at the time of contract execution.

25. FUNDING OUT/CANCELLATION: Section 237.161, Florida Statutes, et seq., prohibit school boards from creating obligations in anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year. Therefore, the following "Funding Out" provision is an integral part of this solicitation and must be agreed to by all Respondents: The district may, during the contract period, terminate or discontinue the services covered in this proposal at the end of the district's then current fiscal year upon ninety (90) days' prior written notice to the successful Respondent.

Such prior written notice will state the following: "The lack of appropriated funds is the reason for termination. This includes an agreement not to replace the services being terminated with services similar to those covered in this proposal from another vendor in the succeeding funding period. This written notification will thereafter release the School Board of all further obligations in anyway related to the services covered herein."

The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out."

26. TERMINATION / CANCELLATION OF CONTRACT: The School Board reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice. Termination or cancellation of the contract will not relieve the respondent of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received). Termination or cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract. The Respondent may cancel the resulting contract with one hundred sixty (60) days written notice to the Supervisor OF Procurement Services. Failure to

provide proper notice to the School Board may result in the respondent being barred from future business with the School Board.

27. TERMINATION FOR SCHOOL BOARD'S CONVENIENCE: The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the School Board representative shall determine that such termination is in the best interest of the School Board. Any such termination shall be effected by the delivery to the respondent of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, respondent shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the School Board shall have no other obligations to respondent. Respondent shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

28. TERMINATION FOR DEFAULT: The School Board may terminate all or any part of a subsequent award by giving notice of default to Contractor, if Contractor: refuses or fails to deliver the goods or services within the time specified; fails to comply with any of the provisions of this RFQ, or so fails to make progress as to endanger performances, hereunder, or becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School Board's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination.

29. ACCEPTANCE OF VENDOR RESPONSES: The District reserves the right to accept proposals and to accept or reject portions of a proposal based upon the information requested. Respondents may be excluded from further consideration for failure to fully comply with the requirements of this RFQ solely at the District's discretion.

30. OTHER AGENCIES: In accordance with State Board Rule 6A-1.012 (6), all bidders awarded contracts from this solicitation may, upon mutual agreement with the awarded respondent(s), permit any school board, community college, state university, municipality or other governmental entity, to include Public Charter Schools to participate in the contract under the same prices, terms and conditions.

Further, it is understood that each entity will issue its own purchase order to the awarded respondent(s).

31. NON-EXCLUSIVE AGREEMENT: This RFQ does NOT establish an exclusive arrangement between the District and vendor. The District reserves, but is not limited to, the following rights:

- A. The right to use others to perform work and services described in this RFQ;
- B. The right to request proposals from other Respondents for work described in this RFQ; and
- C. The unrestricted right to bid any work or services described herein.

32. QUALIFICATIONS OF VENDORS: The District expressly reserves the right to reject any proposal if it determines that the business and technical organization, equipment, financial and other resources, or experience of vendor, compared to work proposed, justifies such rejection.

33. E-Verify:

- A. Pursuant to Fla. Stat. § 448.095, effective July 1, 2020, CONTRACTOR shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement.
- B. Subcontractors: CONTRACTOR shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
- C. Subcontractors shall provide CONTRACTOR with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
- D. CONTRACTOR shall provide a copy of such affidavit to the SCHOOL BOARD upon receipt and shall maintain a copy for the duration of the Agreement.
- E. CONTRACTOR shall provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of CONTRACTOR's E-Verify number.
- F. Failure to comply with this provision is a material breach of the Agreement, and SCHOOL BOARD may choose to terminate the Agreement at its sole discretion. CONTRACTOR may be liable for all costs associated with SCHOOL BOARD securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

34. BACKGROUND INVESTIGATIONS. The CONTRACTOR represents and warrants to the SCHOOL BOARD that the CONTRACTOR has read and is familiar with Florida Statute Sections 1012.32, 1012.465, 1012.467, and 1012.468 regarding background investigations. CONTRACTOR covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. 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 this paragraph or Florida Statute Sections 1012.32, 1012.465, 1012.467 and 1012.468.

35. AMENDMENT & CANCELLATION: The District reserves the right to cancel, recall, and/or reissue all, or any part, of this RFQ, at any time.

36. WITHDRAWAL: By written request to the Purchasing Department, vendor may withdraw from the RFQ process at any time before the closing date for the receipt of proposals.

37. PROPOSAL PREPARATION COSTS: The costs of developing proposals are entirely the responsibility of the vendor, and shall not be charged in any manner to the District. This includes, but is not limited to, the direct cost of vendor personnel assigned to prepare vendor's response to the RFQ and any out-of-pocket expense (including, but not limited to, travel, accommodation, supplies) incurred by vendor in preparing the response to the RFQ.

38. SUPPLEMENTAL MATERIALS: Proposals shall meet the requirements and conform to the format prescribed in this RFQ. As additions to this required format, vendor is permitted to submit supplemental materials to the base proposal when vendor determines a need to more fully explain aspects of vendor's solution, applications, or services. Any such additions must be explicitly identified.

- 39. SOLICITATION OF DISTRICT EMPLOYEES:** The District expressly prohibits vendors from making any offer of employment, equivalent offer, or any other offering of value to any Board Member or employee of the District.
- 40. PRESS RELEASES & PUBLICITY:** No announcements or news releases pertaining to the vendor's participation in this RFQ, the selection of proposal or award of contract shall be made by vendor, its representatives, or agents until a final award has been made by the District.
- 41. PRIME CONTRACTOR RESPONSIBILITIES:** The District will consider the selected vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges.
- 42. ASSIGNMENT OF CONTRACT:** The final contract to be awarded and any amounts to be paid thereunder shall not be transferred, pledged, or assigned without the prior written approval of the District.
- 43. SUB-CONTRACTORS:** Respondents must describe in the proposal, all responsibilities that vendor anticipates assigning or subcontracting, identify the subcontractor and also describe how vendor will manage these subcontractors.
- 44. LICENSES & PERMITS:** Respondent shall obtain and pay for all necessary licenses, permits, and related documents, required to comply with the proposal. Respondent shall save and hold harmless the District as a result of any infraction of the aforementioned. Respondent shall provide all applicable licenses as part of the proposal.

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EXHIBIT A

DRAFT

**SUBJECT TO FINAL REVIEW BY SCHOOL BOARD
ATTORNEY**



AGREEMENT FOR DESIGN PROFESSIONAL SERVICES

BETWEEN

THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA

201 W. BURLEIGH BLVD.
TAVARES, FLORIDA 32778

(Hereinafter referred to as the "OWNER")

AND

Insert DESIGN PROFESSIONAL NAME

**Insert Address
City, State, Zip**

(Hereinafter referred to as the "DESIGN PROFESSIONAL")

PROJECT: Insert Project Name

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STANDARD DESIGN PROFESSIONAL SERVICES AGREEMENT (CONSTRUCTION MANAGEMENT EDITION)

THIS AGREEMENT is made and entered into on [REDACTED], by and between **The School Board of Lake County, Florida**, a body corporate existing under the laws of the State of Florida (hereinafter referred to as the "OWNER"), and **Insert Design Professional Name** (hereinafter referred to as the "DESIGN PROFESSIONAL").

WITNESSETH:

WHEREAS, OWNER desires to obtain the professional architectural and/or engineering services of DESIGN PROFESSIONAL concerning certain services for the design of the **INSERT PROJECT NAME** (hereafter referred to as the "Project") located in Lake County, Florida with an estimated construction cost of **INSERT AMOUNT WRITTEN OUT** (\$**INSERT AMOUNT**) ("Construction Budget"), said services being more fully described in Schedule A, "Scope of Services", which is attached hereto and incorporated herein; and

WHEREAS, DESIGN PROFESSIONAL has submitted a proposal for provision of those services; and

WHEREAS, DESIGN PROFESSIONAL represents that it has expertise in the type of professional architectural and/or engineering services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

See Exhibit A for DEFINITIONS AND IDENTIFICATIONS

ARTICLE 1. DESIGN PROFESSIONAL'S RESPONSIBILITY

- 1.1. DESIGN PROFESSIONAL shall provide to OWNER professional architectural and/or engineering services in all phases of the Project to which this Agreement applies. All design services to be provided by DESIGN PROFESSIONAL pursuant to this Agreement shall be in conformance with the Scope of Services described in Schedule A. Any deviation from the Scope of Services must be brought to OWNER'S attention in writing by DESIGN PROFESSIONAL and must be expressly approved by OWNER in writing. OWNER will not be responsible for the costs of such services commenced without its express prior written approval.
- 1.2. The Basic Services to be performed by DESIGN PROFESSIONAL hereunder are set forth in the Scope of Services described in detail in Schedule A. The total compensation to be paid DESIGN PROFESSIONAL by OWNER for all Basic Services is set forth in Article 5 and Schedule B.

- 1.3. DESIGN PROFESSIONAL agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida and in Lake County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by DESIGN PROFESSIONAL pursuant to this Agreement.
- 1.4. DESIGN PROFESSIONAL agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.
- 1.5. DESIGN PROFESSIONAL has employed and hereby designates **Insert Representative Name** to serve as DESIGN PROFESSIONAL'S representative (hereinafter referred to as the "Representative"). So long as the Representative performs in a manner acceptable to OWNER, and remains in DESIGN PROFESSIONAL's employ, the Representative is authorized and responsible to act on behalf of DESIGN PROFESSIONAL with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement. By execution of this Agreement, DESIGN PROFESSIONAL acknowledges that the Representative has full authority to bind and obligate DESIGN PROFESSIONAL on all matters arising out of or relating to this Agreement. DESIGN PROFESSIONAL agrees that the Representative shall devote whatever time is required to satisfactorily manage the services to be provided and performed by DESIGN PROFESSIONAL hereunder. Further, DESIGN PROFESSIONAL agrees that the Representative identified above shall not be removed by DESIGN PROFESSIONAL from the Project without OWNER'S prior approval, and if so removed must be immediately replaced with a person reasonably acceptable to OWNER.
- 1.6. DESIGN PROFESSIONAL agrees that its senior staff, sub-consultants and subcontractors who will perform any services for the Project are subject to OWNER'S reasonable approval. Attached hereto as Schedule E is a listing of DESIGN PROFESSIONAL'S senior staff who have been assigned to the Project, as well as the sub-consultants and subcontractors who will be used by DESIGN PROFESSIONAL on the Project. None of the senior staff, sub-consultants and subcontractors identified in Schedule E shall be removed by DESIGN PROFESSIONAL from the Project without OWNER'S prior written approval (such approval not to be unreasonably withheld), and if so removed shall be immediately replaced with a person or firm reasonably acceptable to OWNER. DESIGN PROFESSIONAL further agrees, within fourteen (14) calendar days of receipt of a written request from OWNER, to promptly remove and replace the Representative, or any other personnel employed or retained by DESIGN PROFESSIONAL, or any sub-consultants or subcontractors or any personnel of any such sub-consultants or subcontractors engaged by DESIGN PROFESSIONAL to provide and perform

services or work pursuant to the requirements of this Agreement, whom OWNER shall request in writing to be removed, which request may be made by OWNER with or without cause.

- 1.7. DESIGN PROFESSIONAL represents to OWNER that it has expertise in the type of professional architectural and/or engineering services that will be required for the Project. DESIGN PROFESSIONAL agrees that all Services to be provided by DESIGN PROFESSIONAL pursuant to this Agreement shall be subject to OWNER'S reasonable review and approval and shall be in accordance with the OWNER'S Design and Construction Standards, and all applicable laws, statutes, ordinances, codes, rules, regulations (including utility regulations), local and state fire marshal requirements and the Florida Building Code, as well as the requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by DESIGN PROFESSIONAL hereunder. In the event of any conflicts in these requirements, DESIGN PROFESSIONAL shall promptly notify OWNER of such conflict in writing and utilize its best professional judgment to resolve the conflict. OWNER'S approval of the design documents in no way relieves DESIGN PROFESSIONAL of its obligation to deliver complete and accurate documents necessary for successful construction of the Project.
- 1.8. DESIGN PROFESSIONAL agrees not to divulge, furnish or make available to any third person, firm or organization, without OWNER'S prior written consent, or unless incident to the proper performance of DESIGN PROFESSIONAL'S obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by DESIGN PROFESSIONAL hereunder, and DESIGN PROFESSIONAL shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this paragraph.
- 1.9. DESIGN PROFESSIONAL acknowledges that OWNER may be contracting with a construction manager or contractor who, if retained, shall be responsible for the construction of the Project hereinafter referred to as "CM." If CM is retained during the design phase, DESIGN PROFESSIONAL agrees to cooperate with CM with respect to CM'S delivery of services to OWNER.
- 1.10. In addition to any other presentation or meeting requirements placed upon DESIGN PROFESSIONAL elsewhere in this Agreement, DESIGN PROFESSIONAL shall provide the following services with respect to presentations, meetings and technical liaisons as part of its Basic Services and at no additional cost to OWNER:
 - 1.10.1. Prior to the commencement of design activities, OWNER and DESIGN PROFESSIONAL shall conduct a pre-design conference for the purpose of discussing issues relative to the Project, plans preparation and submittal

procedures and to convey to DESIGN PROFESSIONAL such items to be provided by OWNER as may be available at that time.

- 1.10.2. DESIGN PROFESSIONAL shall make presentations to OWNER at any point in the Project development if issues should arise which make additional presentations, other than those listed elsewhere in this Agreement, necessary in OWNER'S best interest. DESIGN PROFESSIONAL may delegate this requirement to a sub-consultant when appropriate and agreed to by the OWNER in writing.
- 1.10.3. DESIGN PROFESSIONAL shall submit to OWNER, not later than the tenth (10th) day of each month, a progress report. The progress report shall reflect Project design and construction status, conditions of the Project and in particular, any deviations from schedule or requirements and reasons therefore, if any, plus a recommendation for obtaining satisfactory progress and construction.
- 1.10.4. DESIGN PROFESSIONAL shall participate in regular Project Conferences with OWNER'S staff. These meetings shall be scheduled by OWNER at a location in Lake County, Florida, to be designated by OWNER.
- 1.10.5. DESIGN PROFESSIONAL shall attend or require the appropriate sub-consultant to attend, as technical advisor to or agent of OWNER and as directed by OWNER, all meetings or hearings conducted by permitting agencies or public bodies in connection with any permit required for the construction of the Project.
- 1.10.6. DESIGN PROFESSIONAL shall keep accurate minutes of all meetings attended by DESIGN PROFESSIONAL and distribute copies to all attending. All meetings shall be coordinated with OWNER'S staff. Meeting minutes shall be distributed within five (5) business days of the meeting date.
- 1.10.7. DESIGN PROFESSIONAL shall coordinate all questions concerning design standards and codes with the appropriate offices and departments of OWNER, as identified by OWNER'S Project Coordinator. DESIGN PROFESSIONAL shall keep OWNER'S Project Coordinator informed of changes or requirements issued by any of those offices or departments.
- 1.11. DESIGN PROFESSIONAL agrees to comply with all of OWNER's rules and regulations with respect to safety and security at the OWNER's facilities, as said rules and regulations may be modified and amended by OWNER from time to time. DESIGN PROFESSIONAL further agrees to require all of its sub-consultants and subcontractors to comply with the OWNER'S rules and regulations.
- 1.12. OWNER may have one or more representatives visit the site of the Project from

time to time, or on a full-time basis, as the construction progresses. DESIGN PROFESSIONAL shall not interfere with the functions of said representatives and will cooperate and work with said representatives. No action or failure to act by a representative shall relieve DESIGN PROFESSIONAL from any of its duties or obligations hereunder.

- 1.13. Review, approval or acceptance of DESIGN PROFESSIONAL's work whether by OWNER or others and whether during Schematic Design Phase, Design Development Phase, Construction Documents Phase, Building Permit Phase, Bidding Phase, Construction Phase, or otherwise, shall not relieve DESIGN PROFESSIONAL from responsibility for errors and omissions in DESIGN PROFESSIONAL's work.
- 1.14. DESIGN PROFESSIONAL shall, at no cost to OWNER, satisfactorily correct any and all errors, omissions, deficiencies, or conflicts in the Construction Documents prepared by DESIGN PROFESSIONAL or DESIGN PROFESSIONAL's sub-consultants promptly upon discovery or notice. The obligations of DESIGN PROFESSIONAL to correct defective or nonconforming work shall not in any way limit any other obligations of DESIGN PROFESSIONAL.

ARTICLE 2. ADDITIONAL SERVICES OF DESIGN PROFESSIONAL

- 2.1. If pre-authorized in writing by OWNER, DESIGN PROFESSIONAL shall furnish or obtain from others Additional Services of the types listed in Article 2 herein. These services will be paid for by OWNER as indicated in Article 5 and Schedule B. The following services, if not otherwise specified in Schedule A as part of basic services, shall be additional services:
 - 2.1.1 Preparation of applications and supporting documents (except those already to be furnished under this Agreement) for private or governmental grants, loans, or advances in connection with the Project.
 - 2.1.2 Services resulting from significant changes in the program, general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER'S schedule or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to and not reasonably anticipated prior to the preparation of such studies, reports or documents.
 - 2.1.3 Providing renderings or models for OWNER'S use.
 - 2.1.4 The preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; and evaluating processes available for licensing and assisting OWNER in obtaining process licensing.
 - 2.1.5 Furnishing services of independent professional associates and consultants for other than the basic contract services to be provided by DESIGN

PROFESSIONAL hereunder.

- 2.1.6 Services which require travel by DESIGN PROFESSIONAL outside of Lake County and any adjacent counties and are expressly directed by OWNER, other than visits to the Project site or OWNER'S offices which shall be part of Basic Services.
 - 2.1.7 Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, except as otherwise provided for herein.
 - 2.1.8 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable contractors to proceed with their work and providing other special field surveys.
 - 2.1.9 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, or other legal or administrative proceeding, involving the Project (except for assistance in consultations which are included as part of the Basic Services to be provided herein).
 - 2.1.10 Additional services rendered by DESIGN PROFESSIONAL in connection with the Project, not otherwise provided for in this Agreement or not customarily furnished in accordance with generally accepted architectural and engineering practice.
 - 2.1.11 Providing detailed construction cost estimates.
 - 2.1.12 Additional services rendered by DESIGN PROFESSIONAL during construction administration for significant increases in submittal reviews or site visits caused by the repeated failure of CM to provide complete and accurate submittals or prepare for required tests or inspections.
- 2.2 Additional Services must be approved in writing in the form of a written and executed amendment to this Agreement prior to starting such services. OWNER will not be responsible for the costs of Additional Services commenced without its express prior written approval. Failure to obtain prior written approval for Additional Services waives DESIGN PROFESSIONAL'S claim that it performed Additional Services and instead such services will be deemed to be part of the Basic Services required of DESIGN PROFESSIONAL hereunder.

ARTICLE 3. OWNER'S RESPONSIBILITIES

3.1. OWNER has employed and hereby designates Kelly Randall, Executive Director of Facilities Construction & Compliance, to serve as Project Coordinator to act as OWNER'S representative with respect to the services to be rendered under this Agreement (hereinafter referred to as the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret, and define OWNER'S policies and decisions with respect to DESIGN PROFESSIONAL'S services for the Project. Further, Project Coordinator is authorized to issue written

orders or instructions to DESIGN PROFESSIONAL that would have the effect of modifying or changing the:

- a. scope of services to be provided and performed by DESIGN PROFESSIONAL hereunder;
 - b. the time DESIGN PROFESSIONAL is obligated to complete all such services; or
 - c. the amount of compensation OWNER is obligated or committed to pay DESIGN PROFESSIONAL.
- 3.2. OWNER shall provide, if available, all criteria and information requested by DESIGN PROFESSIONAL as to OWNER'S requirements for the Project, including design objectives and constraints, space, educational specification, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, which are not addressed within the Scope of Services in Schedule A.
- 3.3. Upon request from DESIGN PROFESSIONAL, OWNER will assist DESIGN PROFESSIONAL by making available to DESIGN PROFESSIONAL all reasonably available information in OWNER'S possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project.
- 3.4. OWNER shall arrange for access to and make all provisions for DESIGN PROFESSIONAL to enter the Project site to perform the services to be provided by DESIGN PROFESSIONAL under this Agreement. DESIGN PROFESSIONAL acknowledges that such access may be provided during times that are not the normal business hours of DESIGN PROFESSIONAL.
- 3.5. OWNER shall provide written notice to DESIGN PROFESSIONAL of any deficiencies or defects discovered by OWNER with respect to the services to be rendered by DESIGN PROFESSIONAL hereunder.
- 3.6. Wherever the terms of this Agreement refer to some action, consent, or approval (excluding approvals of Additional Services or changes to this Agreement) to be provided by OWNER or some notice, report or document is to be provided to OWNER, such reference to "OWNER" shall mean OWNER, OWNER'S staff, or OWNER'S designee, unless otherwise stated.

ARTICLE 4. TIME

- 4.1. Services to be rendered by DESIGN PROFESSIONAL shall be commenced upon written Notice of Authorization from OWNER for all or any designated portion of the Project and shall be performed and completed in accordance with the Master Project Schedule attached hereto and made a part of Schedule C. Time is of the essence with respect to the performance of this Agreement.

- 4.2. Should DESIGN PROFESSIONAL be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of DESIGN PROFESSIONAL, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of OWNER, fires, floods, epidemics or pandemics, quarantine regulations, strikes or lock-outs, then DESIGN PROFESSIONAL shall notify OWNER in writing within seven (7) business days (unless OWNER expressly agrees in writing to a longer period of time) after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which DESIGN PROFESSIONAL may have had to request a time extension. The parties agree to attempt to make reasonable efforts to continue the performance of the Agreement where practicable before noticing any delays.
- 4.3. The term "business day" shall mean all days of the week excluding Saturdays and Sundays and all holidays observed by OWNER'S 12-month employees.
- 4.4. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of DESIGN PROFESSIONAL'S services from any cause whatsoever, including those for which OWNER may be responsible in whole or in part, shall relieve DESIGN PROFESSIONAL of its duty to perform or give rise to any right to damages or additional compensation from OWNER. DESIGN PROFESSIONAL expressly acknowledges and agrees that it shall receive no damages for delay. DESIGN PROFESSIONAL'S sole remedy, if any, against OWNER will be the right to seek an extension of time to its schedule; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault and neglect of DESIGN PROFESSIONAL, the services to be provided hereunder have been delayed for a total of six months during the design phases or three months during the Construction Phase, DESIGN PROFESSIONAL'S compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by DESIGN PROFESSIONAL, if any, as a result of such delays.
- 4.5. Should DESIGN PROFESSIONAL fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and diligent manner, in addition to any other rights or remedies available to OWNER hereunder, OWNER upon seven (7) business day notice may withhold any and all payments due and owing to DESIGN PROFESSIONAL until such time as DESIGN PROFESSIONAL resumes performance of its obligations hereunder in such a manner so as to establish to OWNER'S satisfaction that DESIGN PROFESSIONAL'S performance is or will shortly be back on schedule.

ARTICLE 5. COMPENSATION

- 5.1 Compensation and the manner of payment of such compensation by OWNER for services rendered hereunder by DESIGN PROFESSIONAL shall be as prescribed in Schedule B, entitled "Basis of Compensation", which is attached hereto and made a part hereof.

ARTICLE 6. OWNERSHIP OF DOCUMENTS

- 6.1. Upon the completion or termination of this Agreement, as directed by OWNER, DESIGN PROFESSIONAL shall deliver to OWNER copies or originals of all records, documents, drawings, notes, tracings, plans, electronic drawing files, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by or for DESIGN PROFESSIONAL under this Agreement ("Project Documents") and required by the OWNER'S Published Standards in effect as of the date of this Agreement. OWNER'S standards shall specify whether the originals or copies of such Project Documents are to be delivered by DESIGN PROFESSIONAL. DESIGN PROFESSIONAL shall be solely responsible for all costs associated with delivering to OWNER the Project Documents. DESIGN PROFESSIONAL, at its own expense, may retain copies of the Project Documents for its files and internal use.
- 6.2. Notwithstanding anything in this Agreement to the contrary and without requiring OWNER to pay any additional fees, DESIGN PROFESSIONAL hereby grants to OWNER a nonexclusive, irrevocable license in all of the Project Documents for OWNER's use on the Project. DESIGN PROFESSIONAL warrants to OWNER that it has full right and authority to grant this license to OWNER. Further, DESIGN PROFESSIONAL consents to OWNER'S use of the Project Documents to complete the Project following DESIGN PROFESSIONAL'S termination for any reason or to perform additions to or remodeling or renovations of the Project.

ARTICLE 7. MAINTENANCE OF RECORDS

- 7.1. DESIGN PROFESSIONAL shall keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation shall be retained by DESIGN PROFESSIONAL for a minimum of three (3) years from the date of termination of this Agreement or the date any Project executed under this agreement is completed, or such longer period of time as may be required by law or this Agreement, whichever is later. Records and documentation may be maintained in electronic form.
- 7.2. OWNER, or any duly authorized agents or representatives of OWNER, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the period noted above in which the records are to be retained; provided, however, such activity shall be conducted only during normal business hours.

- 7.3. This is a contract for services as defined in F.S. 119.0701 and is subject to Florida's public records laws. Pursuant to F.S. 119.011, "public records" means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the OWNER. DESIGN PROFESSIONAL'S records may include, but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during the contract term.
- 7.4. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SCHOOL BOARD CUSTODIAN OF PUBLIC RECORDS AT 352-253-6513, ChallengerN@lake.k12.fl.us, 201 West Burleigh Boulevard, Tavares, FL 32778.**
- 7.5. DESIGN PROFESSIONAL shall comply with the Florida Public Records Law, Chapter 119, Florida Statutes, and will:
- a. Keep and maintain public records required by OWNER to perform the service.
 - b. Upon request from the OWNER's custodian of public records, DESIGN PROFESSIONAL shall provide the OWNER with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c. DESIGN PROFESSIONAL shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the DESIGN PROFESSIONAL does not transfer the records to the OWNER.
 - d. Upon completion of this Agreement, DESIGN PROFESSIONAL shall transfer, at no cost, to the OWNER all public records in possession of the DESIGN PROFESSIONAL or keep and maintain public records required by the OWNER to perform the service. If the DESIGN PROFESSIONAL transfers all public records to the OWNER upon completion of the contract, the DESIGN PROFESSIONAL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the DESIGN PROFESSIONAL keeps and maintains public

records upon completion of the contract, the DESIGN PROFESSIONAL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the OWNER by DESIGN PROFESSIONAL, upon request from the OWNER's custodian of public records, in a format that is compatible with the information technology systems of the OWNER.

- e. The failure of the DESIGN PROFESSIONAL to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination of this Agreement, with no penalty to the OWNER.

ARTICLE 8. INDEMNIFICATION

- 8.1. DESIGN PROFESSIONAL shall defend, indemnify and hold harmless OWNER, its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees as recoverable by law to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of DESIGN PROFESSIONAL or anyone employed or utilized by the DESIGN PROFESSIONAL in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph 8.1. The DESIGN PROFESSIONAL shall not be obligated to indemnify the OWNER for the OWNER'S own negligence or for the negligence of others not employed or utilized by DESIGN PROFESSIONAL in the performance of the Agreement.

ARTICLE 9. INSURANCE

- 9.1. During the term of this Agreement, DESIGN PROFESSIONAL shall provide, pay for, and maintain, with companies satisfactory to OWNER, the types of insurance specified in Schedule D, "Insurance Coverage", which is attached hereto and made a part hereof.
- 9.2. Before design begins, Certificate(s) of Insurance confirming insurance requirements as specified in Schedule D must be provided to the OWNER for OWNER insurance broker compliance review and acceptance. All Certificate(s) of Insurance must reference project name.
- 9.3. If requested by OWNER, certified, true and exact copies of all insurance policies required shall be provided to OWNER, on a timely basis. These Certificates and policies shall contain provisions that thirty (30) days written notice by registered or certified mail shall be given OWNER of any cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. DESIGN PROFESSIONAL shall also notify OWNER, in a like manner, within twenty- four (24) hours after receipt, of any notices of expiration,

cancellation, non-renewal or material change in coverages or limits received by DESIGN PROFESSIONAL from its insurer, and nothing contained herein shall relieve DESIGN PROFESSIONAL of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by it hereunder, DESIGN PROFESSIONAL shall immediately take steps to have the aggregate limit reinstated to the full extent as specified in Schedule D. All insurance coverages of DESIGN PROFESSIONAL shall be primary to any insurance or self-insurance program carried by OWNER applicable to this Project.

- 9.4. All insurance policies required by this Agreement shall include the following provisions and conditions by endorsement to the policies:
 - 9.4.1. The term "The School Board of Lake County, Florida" shall include the Lake County School Board, a body corporate, the Lake County Public School System and all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices thereof and individual members and employees thereof in their official capacity, and/or while acting on behalf of The School Board of Lake County, Florida.
 - 9.4.2. All insurance policies, other than the Professional Liability policy and the Workers Compensation policy, provided by DESIGN PROFESSIONAL to meet the requirements of this Agreement shall name The School Board of Lake County, Florida, as that name is defined in 9.4.1, above, as an additional insured as to the operations of DESIGN PROFESSIONAL under the Contract Documents and shall contain a severability of interests provisions.
 - 9.4.3. Companies issuing the insurance policy or policies shall have no recourse against OWNER for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of DESIGN PROFESSIONAL.
 - 9.4.4. All insurance coverages of DESIGN PROFESSIONAL shall be primary to any insurance or self-insurance program carried by OWNER applicable to this Project, and the "Other Insurance" provisions of any policies obtained by DESIGN PROFESSIONAL shall not apply to any insurance or self-insurance program carried by OWNER applicable to this Project.
 - 9.4.5. The Certificates of Insurance must identify the specific project name. As applicable, additional insured requirements pursuant to Section 9.4.2 above, must be attached.
 - 9.4.6. All insurance policies shall be fully performable in Lake County, Florida, and shall be construed in accordance with the laws of the State of Florida.
 - 9.4.7. All insurance policies to be provided by DESIGN PROFESSIONAL

pursuant to the terms hereof must expressly state that the insurance company will accept service of process in Lake County, Florida and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court situated in Lake County, Florida.

- 9.5. The acceptance by OWNER of any Certificate of Insurance for this Project evidencing the insurance coverages and limits required in this Agreement does not constitute approval or agreement by OWNER that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Agreement.
- 9.6. DESIGN PROFESSIONAL shall require each of its sub-consultants and subcontractors to procure and maintain, until the completion of that sub-consultant's or subcontractor's services, insurance of the types specified in Schedule D, unless such insurance requirement for the sub-consultant or subcontractor is expressly waived in writing by OWNER. It is the DESIGN PROFESSIONAL'S explicit responsibility to ensure all sub-consultant(s) and/or subcontractor(s) comply with these insurance requirements.
- 9.7. Should at any time DESIGN PROFESSIONAL not maintain the insurance coverages required in this Agreement, OWNER may cancel the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge DESIGN PROFESSIONAL for such coverages purchased. If DESIGN PROFESSIONAL fails to reimburse OWNER for such costs within thirty (30) days after demand, OWNER has the right to offset these costs from any amount due DESIGN PROFESSIONAL under this Agreement. OWNER shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of OWNER to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.
- 9.8. DESIGN PROFESSIONAL, its sub-consultants and OWNER shall waive all rights against each other for damages covered by insurance to the extent insurance proceeds are paid and received by OWNER, except such rights as they may have to the proceeds of such insurance held by any of them.
- 9.9. All insurance companies from whom DESIGN PROFESSIONAL obtains the insurance policies required hereunder must meet the following minimum requirements:
 - 9.9.1. The insurance company must be duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida.
 - 9.9.2. The insurance company must have an A.M. Best policyholder rating of either "A+", "A", or "A-" and be acceptable to OWNER.

- 9.9.3. The insurance company must have a current A. M. Best financial rating of "Class VI" or higher.

ARTICLE 10. SERVICES BY DESIGN PROFESSIONAL'S OWN STAFF

- 10.1. The services to be performed hereunder shall be performed by the DESIGN PROFESSIONAL'S staff and any sub-consultants and subcontractors identified in Schedule E, unless otherwise authorized in writing by OWNER. The employment of, contract with, or use of the services of any other person or firm by DESIGN PROFESSIONAL, as independent consultant or otherwise, shall be subject to the prior written approval of OWNER. No provision of this Agreement shall, however, be construed as constituting an agreement between OWNER and any such other person or firm. Nor shall anything contained herein be deemed to give any such party or any third party any claim or right of action against OWNER beyond such as may otherwise exist without regard to this Agreement. All sub-consultants provided under these services shall be paid by DESIGN PROFESSIONAL. DESIGN PROFESSIONAL is as responsible for the performance of its sub-consultants as it would be if it had rendered these services itself.

ARTICLE 11. WAIVER OF CLAIMS

- 11.1. DESIGN PROFESSIONAL'S acceptance of final payment shall constitute a full waiver of any and all claims by it against OWNER arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by DESIGN PROFESSIONAL as unsettled at the time of the final payment. Neither the acceptance of DESIGN PROFESSIONAL'S services nor payment by OWNER shall be deemed to be a waiver of any of OWNER'S rights against DESIGN PROFESSIONAL.

ARTICLE 12. TERMINATION OR SUSPENSION

- 12.1. DESIGN PROFESSIONAL shall be considered in material default of this Agreement and such default will be considered cause for OWNER to terminate this Agreement, in whole or in part, as further set forth herein, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) of Authorization, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by OWNER, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by DESIGN PROFESSIONAL or by any of DESIGN PROFESSIONAL'S principals, partners, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) otherwise materially breaches this Agreement. OWNER may so terminate this Agreement, in whole or in part, by giving DESIGN PROFESSIONAL five (5) business days written notice.

- 12.2. If, after notice of termination of this Agreement as provided for in paragraph 12.1 above, it is determined for any reason that DESIGN PROFESSIONAL was not in default, or that its default was excusable, or that OWNER otherwise was not entitled to the remedy against DESIGN PROFESSIONAL provided for in paragraph 12.1, then the notice of termination given pursuant to paragraph 12.1 shall be deemed to be the notice of termination provided for in paragraph 12.3 below and DESIGN PROFESSIONAL'S remedies against OWNER shall be the same as and limited to those afforded DESIGN PROFESSIONAL under paragraph 12.3 below.
- 12.3. OWNER shall have the right to terminate this Agreement, in whole or in part, without cause upon five (5) business days written notice to DESIGN PROFESSIONAL. In the event of such termination for convenience, DESIGN PROFESSIONAL'S recovery against OWNER shall be limited to that portion of DESIGN PROFESSIONAL'S compensation earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by DESIGN PROFESSIONAL that are directly attributable to the termination, but DESIGN PROFESSIONAL shall not be entitled to any other or further recovery against OWNER, including, but not limited to, anticipated fees or profit on work not required to be performed.
- 12.4. Upon termination, as set forth in paragraph 6.1 herein, DESIGN PROFESSIONAL shall deliver to OWNER all papers, records, documents, electronic drawing files, drawings, calculations, models, and other materials in DESIGN PROFESSIONAL'S possession or control arising out of or relating to this Agreement.
- 12.5. OWNER shall have the authority to suspend all or any portions of the services to be provided by DESIGN PROFESSIONAL hereunder upon giving DESIGN PROFESSIONAL two (2) business days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, DESIGN PROFESSIONAL'S sole and exclusive remedy shall be to seek an extension of time to its schedule subject to the procedures set forth in Article 4.

ARTICLE 13. SECURING AGREEMENT/PUBLIC ENTITY CRIMES

- 13.1. DESIGN PROFESSIONAL warrants that DESIGN PROFESSIONAL has not employed or retained any company or person, other than a bona fide employee working solely for DESIGN PROFESSIONAL, to solicit or secure this Agreement and that DESIGN PROFESSIONAL has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for DESIGN PROFESSIONAL, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. At the time this Agreement is executed, DESIGN PROFESSIONAL shall sign and deliver to OWNER the Truth-In-Negotiation Certificate attached hereto and made a part hereof as Schedule F. DESIGN PROFESSIONAL'S

compensation shall be adjusted to exclude any sums by which OWNER determines the compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

- 13.2. By its execution of this Agreement, DESIGN PROFESSIONAL acknowledges that it has been informed by OWNER of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

A 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list..

ARTICLE 14. CONFLICT OF INTEREST

- 14.1. DESIGN PROFESSIONAL represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. DESIGN PROFESSIONAL further represents that no persons having any such interest shall be employed to perform those services.

ARTICLE 15. MODIFICATION

- 15.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

ARTICLE 16. NOTICES AND ADDRESS OF RECORD

- 16.1. All notices required or made pursuant to this Agreement to be given by DESIGN PROFESSIONAL to OWNER shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage pre-paid, return receipt requested, addressed to the following address:

Lake County Schools
Attn: Kelly Randall, Executive Director
Facilities Construction & Compliance
220 N. Central Ave.
Umatilla, FL 32784

16.2. All notices required or made pursuant to this Agreement to be given by OWNER to DESIGN PROFESSIONAL shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage pre-paid, return receipt requested, addressed to the following address:

16.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE 17. MISCELLANEOUS

17.1. DESIGN PROFESSIONAL, in representing OWNER, shall promote the best interest of OWNER and assume towards OWNER a fiduciary relationship of the highest trust, confidence, and fair dealing.

17.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

17.3. This Agreement is not assignable, in whole or in part, by DESIGN PROFESSIONAL without the prior written consent of OWNER.

17.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

17.5. The headings of the Articles, Sections, Schedules and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Sections, Schedules and Attachments.

17.6. This Agreement, including any Amendments and referenced Schedules and Attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement. This agreement shall also supersede and nullify the general and special terms and conditions of purchase orders issued in conjunction with this agreement to facilitate OWNER processing of payments.

17.7. Unless the content of the Agreement otherwise clearly requires, references to the plural include the singular, the term "including" is not limiting and the terms "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this

Agreement as a whole and not to any particular provision of this Agreement. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement should not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

- 17.8. All representations and covenants of the parties shall survive the expiration of this Agreement.
- 17.9. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 17.10. Florida Statutes require that all persons or entities entering into Agreements with the School Boards/School Districts who may have personnel who will be on school grounds when students may be present, or who will have contact with students, shall comply with the Level 2 Screening requirements of the Statute and School District Standards. DESIGN PROFESSIONAL shall, at its expense, ensure that all of DESIGN PROFESSIONAL's employees and the employees of DESIGN PROFESSIONAL'S subcontractors meet the background screening requirements of Section 1012.465 Florida Statutes (Jessica Lunsford Act). Any individual who fails to meet the screening requirements shall not be allowed on school grounds. DESIGN PROFESSIONAL's failure to comply with this requirement will constitute a material breach of the Agreement.
- 17.11. The following Schedules are incorporated herein by reference:
 - 17.11.1. Schedule A - Scope of Services
 - 17.11.2. Schedule B - Basis of Compensation
 - 17.11.3. Schedule C - Master Project Schedule Milestones
 - 17.11.4. Schedule D - Insurance Coverage
 - 17.11.5. Schedule E - List of Consultants and Senior Staff
 - 17.11.6. Schedule F - Truth in Negotiation Certificate
 - 17.11.7. Schedule G - Fee Rate Schedule

ARTICLE 18. APPLICABLE LAW

- 18.1. This Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules, and regulations of the United States when

providing services funded by the United States government.

- 18.2. Any litigation between the parties hereto, whether arising out of any claim or arising out of this Agreement or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and OWNER and DESIGN PROFESSIONAL each hereby waives and renounces any and all rights and options which they, or either of them, have or might have to bring to maintain any such litigation or action in the Federal Court system of the United States. Venue of any such litigation between the parties hereto shall lie and be only in the appropriate State courts of the State of Florida's Fifth Judicial Circuit in and for Lake County, Florida, and the parties consent and submit to the jurisdiction of any such court. This Agreement is entered into by the parties hereby in Lake County, Florida.
- 18.3. The OWNER and the DESIGN PROFESSIONAL agree that the DESIGN PROFESSIONAL'S services to be performed pursuant to this agreement shall not subject the architect or consultants to any personal legal exposure for the risks associated with any services performed pursuant to this Agreement. Therefore, and notwithstanding anything to the contrary contained in this Agreement, the OWNER agrees that, as the OWNER's sole exclusive remedy, all claims, demand, and suits shall be directed and/or asserted only against the DESIGN PROFESSIONAL, a Florida corporation, and not against any of the DESIGN PROFESSIONAL's, employees or agents, or the DESIGN PROFESSIONAL's Consultants' employees or agents.
- 18.4. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL OR AGENT OF [Click or tap here to enter text.](#) MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

ARTICLE 19. EQUAL EMPLOYMENT OPPORTUNITY

- 19.1. In performing all services to be provided hereunder, DESIGN PROFESSIONAL shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. DESIGN PROFESSIONAL shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin.

ARTICLE 20. DISPUTE RESOLUTION

- 20.1. Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by

representatives of DESIGN PROFESSIONAL with full decision-making authority and by OWNER'S staff person who would make the presentation of any settlement reached during negotiations to OWNER'S board for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of DESIGN PROFESSIONAL with full decision-making authority and by OWNER'S representative who would make the presentation of any settlement reached at mediation to OWNER for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under Florida Statutes Section 44.102.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

“OWNER”

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

By: _____
Insert Chairperson Name, Chairperson

Date: _____

Approved as to form:

Attest: _____
Diane S. Kornegay, Superintendent

School Board Attorney

“DESIGN PROFESSIONAL”

**INSERT DESIGN PROSSIONAL COMPANY
NAME**

By: _____
Insert Design Professional Name
Insert Design Professional Title

Date: _____

EXHIBIT A - DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

- 1.1 *Agreement.* Means this document between the OWNER and the DESIGN PROFESSIONAL dated [REDACTED] and any duly authorized and executed Amendments to Agreement.
- 1.2 *As-builts. (As-built Drawings and Specifications).* The term "As-builts" shall mean the record copy of the Contract Documents prepared by the CM/Contractor to record as-built conditions, current changes, and selections made during construction.
- 1.3 *Certificate for Payment.* A statement by DESIGN PROFESSIONAL based on observations at the site and on review of documentation submitted by the Contractor that by its issuance recommends that OWNER pay identified amounts to the Contractor for services performed by the Contractor at the Project.
- 1.4 *Change Order.* A written order to the Contractor, addressing modifications to the Contract Documents, and establishing the basis of payment and contract time adjustment, if any, for the work affected by such modifications. DESIGN PROFESSIONAL may review and make recommendations to the OWNER on any proposed Change Orders, for approval or other appropriate action by the OWNER.
- 1.5 *Construction Budget (or OWNER'S Budget or Project Construction Budget).* The term "Construction Budget" or "OWNER'S Budget" or "Project Construction Budget" shall mean OWNER's written statement of funds available to pay for the cost of construction.
- 1.6 *Construction Cost Estimate (or Project construction cost estimates).* The term "Construction Cost Estimate" shall mean DESIGN PROFESSIONAL's written estimate in the form specified by OWNER (SCHEDULE A), of the total Construction Cost of the Project at the various stages of the design process.
- 1.7 *Construction Documents.* Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.
- 1.8 *Construction Manager At-Risk Mode of Contracting.* The term "Construction Manager At-Risk Mode of Contracting" shall mean the contracting mode used by the OWNER to construct the Project. Under the Construction Manager At-Risk Mode of Contracting, the OWNER will select a CM/Contractor through competitive bidding. The CM/Contractor will be responsible, within the limits prescribed in its contract, to provide both pre-construction and construction services (these services may overlap when portions of the design are being developed concurrently with ongoing construction). Pre-construction services will include using the Construction Documents prepared by DESIGN PROFESSIONAL to solicit bids from Subcontractors; entering into Subcontracts with such Subcontractors consistent with competitive bidding laws applicable to the OWNER; and utilizing the Subcontractors to whom such Subcontracts have been awarded to complete the Project within the Contract Time.
- 1.9 *Contract Documents.* The term "Contract Documents" shall mean the Advertisement for Bids, Instruction to Bidders, Supplementary Instructions to Bidders, Bid Form, Agreement,

General Conditions, Supplementary Conditions, Exhibits to the Construction Documents, Specifications, List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders, Notice of Completion and all other items identified as contract documents in the Construction Contract Agreement between the OWNER and the CM/Contractor.

- 1.10 *Coordination*. The term "Coordination" shall mean that the documents shall be consistent and in conformance each part with all other parts.
- 1.11 *Design Professional*. The term "Design Professional" shall mean the specific OWNER-approved DESIGN PROFESSIONAL (DESIGN PROFESSIONAL) named in this Agreement.
- 1.12 *Design Professional's Representative (or Representative)*. The term "Design Professional" shall mean the specific OWNER-approved DESIGN PROFESSIONAL Representative ("Representative") named in this Agreement who is the DESIGN PROFESSIONAL's designated principal or staff member in charge of providing all services required by this Agreement pursuant to paragraph 1.5.
- 1.13 *Error*. A mistake in design, plans and/or specifications by the DESIGN PROFESSIONAL that incorporates into those documents an element that is incorrect and is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes mistakes in design, plans, specifications and/or shop drawings review by the DESIGN PROFESSIONAL that lead to materials and/or equipment being ordered and/or delivered where additional costs are incurred.
- 1.14 *Omission*. A scope of work missed by DESIGN PROFESSIONAL that is necessary for the Project, including a quantity miscalculation, which was later discovered and added by Change Order and which is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes design that was wrong, but was corrected after award to the CM, but before the construction process was materially affected.
- 1.15 *OWNER*. The term "OWNER" shall mean The School Board of Lake County, Florida.
- 1.16 *OWNER's Project Coordinator (or Project Coordinator)*. The term "OWNER's Project Coordinator" or "Project Coordinator" shall mean the individual acting as OWNER's Project Coordinator pursuant to paragraph 1.10.7.
- 1.17 *Project Scope (or Project)*. This refers to the location and/or an agreed scope of work for accomplishing a specific plan or development. This may include, but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by the DESIGN PROFESSIONAL shall be as defined in this Agreement and further detailed in Schedule A – Scope of Services.
- 1.18 *Program*. The term "Program" or "Program Documents" is a written statement of OWNER's design objectives, constraints, and criteria, including space requirements and relationships, flexibility and expendability, special equipment and systems, and Project site requirements.
- 1.19 *Project Schedule*. The term "Project Schedule" shall mean the schedule prepared by OWNER showing project milestones, funding, design, design review, construction, and other

deadlines applicable to the Project. The OWNER may make reasonable changes to the Project Schedule, consistent with the Construction Manager At-Risk Mode of Contracting, which may include adding or adjusting timelines for preparing plans and specifications for discrete portions of the Work to be incorporated into separate Bid Packages that may be awarded concurrently with other subcontracts or individually, at different points in time, and which may result in DESIGN PROFESSIONAL completing portions of the design after commencement of construction of the Project and/or providing Construction Phase services before completion of all design phase services. See Schedule C.

SCHEDULE A — SCOPE OF SERVICES

1. DESCRIPTION OF PROJECT

- 1.1. This Project is located in Lake County, Florida.
- 1.2. This Project consists of, but is not limited to, architectural and engineering services for planning, design, construction documents, construction phasing plans, and construction contract administration. The project may require phased construction planning under one or more sets of documents, which include demolition, site work, landscaping and irrigation, improvement of existing parking areas, construction of new parking areas, and the renovation of existing underground utilities. Work may also include interior demolition, renovations, and remodeling of selected existing campus buildings and systems, and the construction of new buildings. Except as indicated below, DESIGN PROFESSIONAL is to provide as part of its Basic Services hereunder all professional architectural and engineering services required to support delivery to the Owner by CM a safe, finished, and usable Project.

SERVICE	OWNER	CM	DESIGN PROFESSIONAL	NOTES
Environmental Studies and Reports	X			
Existing Facilities Survey and Assessment	X			
Existing Facilities Measurements and Testing			X	As required
Life Cycle Cost Analyses and Energy Modeling			X	Only as required for code compliance
Land Survey Services	X			
Geotechnical Services		X		Preliminary and Final Geotech Investigation
Civil Design			X	
Structural Design			X	
Landscape Design			X	
Interior Design			X	
Food Service Design			X	
Fire Protection Design			X	
Building/Systems Commissioning			X	
Threshold Inspection		X		
Building Code Inspection	X			
Record Drawings			X	
Theatrical Lighting & Sound Design			X	As needed

Acoustical Design			X	As needed
Traffic Analysis/Report	X			
Traffic Signal Design (if required)			X	
Environmental Mitigation – Wetland or Species (if required)	X			
Off-site Road or Utilities Improvement Design			X	Utility & road connection to be included
Detailed Cost Estimating		X		
Furniture & Equipment Plans			X	
Furniture & Equipment Specifications			X	
Furniture & Equipment Procurement Process			X	
Documentation and Services			X	
Building Envelope Consulting Services	X			

- 1.3. DESIGN PROFESSIONAL acknowledges and agrees that as part of its Basic Services hereunder, DESIGN PROFESSIONAL is to perform its design not only to comply with the requirements of Section 1.2 above, but also to adapt that design to the Project site.

- 1.4. During the various design phases of this Agreement, CM may provide OWNER with value engineering and other services with respect to DESIGN PROFESSIONAL’S design. Those services may include but are not limited to the preparation of construction cost estimates and comments concerning the constructability of the design. DESIGN PROFESSIONAL agrees to incorporate all suggestions or recommendations made by CM with respect to the Project design whenever practicable, consistent with good design and determined by DESIGN PROFESSIONAL and OWNER to be in the OWNER’S best interest. Construction cost estimates prepared by CM do not relieve DESIGN PROFESSIONAL from the responsibility to determine whether in DESIGN PROFESSIONAL’S best judgment as a design professional familiar with the construction industry that the Project can be designed and successfully constructed within the limits of the OWNER’S budget. DESIGN PROFESSIONAL shall review construction cost estimates provided by CONSTRUCTION CONTRACTOR and attempt to reach agreement with CM with respect to adequacy of the Project budget.

- 1.5. The various design phases of this Agreement may be combined or omitted at the OWNER’S discretion. Design phases required for this agreement are identified in the Master Project Schedule Milestones included at Schedule

C.

- 1.6. As used herein, the term "Construction Documents" refers to all documents to be prepared by and for DESIGN PROFESSIONAL pursuant to this Agreement with respect to the construction of the Project, including, but not limited to, all drawings, specifications, bid documents, contract conditions, Addenda and all other items identified as contract documents in the Construction Contract Agreement between the OWNER and the CM.

2. PROGRAM VERIFICATION

- 2.1. DESIGN PROFESSIONAL shall review the OWNER's design criteria and/or program documents to ascertain the requirements of the Project and shall either meet the design requirements set forth therein or DESIGN PROFESSIONAL shall submit a written request for variance, identifying specific exceptions. OWNER may, at its discretion, accept or reject the request for variance. DESIGN PROFESSIONAL shall prepare and submit a report on the program for OWNER'S review and approval.
- 2.2. DESIGN PROFESSIONAL shall review the Owner's budget and any applicable construction cost estimates as compared to the OWNER's design criteria and/or program documents. The DESIGN PROFESSIONAL shall confirm in writing to the OWNER whether the Project can be designed and successfully constructed within the limits of the OWNER's budget and program constraints.

3. PHASE I - SCHEMATIC DESIGN

- 3.1. Based upon the mutually agreed-upon Project program, schedule and budget by OWNER and DESIGN PROFESSIONAL, and after taking into consideration the comments and recommendations from CM when available, DESIGN PROFESSIONAL shall prepare Phase I - Schematic Design Documents in compliance with the design criteria and OWNER'S standards for such documents for approval by OWNER. OWNER'S acceptance of Phase I - Schematic Design Documents in no way relieves DESIGN PROFESSIONAL of its obligation to deliver complete and accurate documents necessary for successful construction of this Project.
- 3.2. DESIGN PROFESSIONAL shall work with the Project Coordinator, Maintenance Department, and other users of the Project to meet design requirements and identify the areas within the facility design which offer the greatest potential for the elimination of unnecessary costs. Requirements of the OWNER'S standards and requests shall not be eliminated as value engineering items.
- 3.3. DESIGN PROFESSIONAL shall consult with CM when available with

respect to (1) CM'S development of Project construction cost estimates, (2) CM'S development of an overall Project schedule and (3) CM'S comments and recommendations concerning the Project design. DESIGN PROFESSIONAL shall approve or provide written comments within ten (10) business days of receipt of CM'S comments and recommendations.

- 3.4. DESIGN PROFESSIONAL'S final Phase I - Schematic Design submittal and presentation shall include, but not be limited to OWNER'S design and program criteria provided to DESIGN PROFESSIONAL.
- 3.5. All Phase I - Schematic Design Documents prepared by or for DESIGN PROFESSIONAL are subject to OWNER'S review and approval. At completion of the Schematic Design Phase, DESIGN PROFESSIONAL shall submit the Phase I Schematic Design Documents to the Project Coordinator for review and comment. DESIGN PROFESSIONAL shall respond in writing to the review comments within the time specified by the Master Project Schedule. Responses shall be forwarded directly to the OWNER'S Project Coordinator. DESIGN PROFESSIONAL shall revise the Phase I - Schematic Design Documents as required by OWNER in order to obtain OWNER'S written approval and authorization to proceed to the Phase II - Design Development Phase.
- 3.6. As part of Basic Services, DESIGN PROFESSIONAL will be required to provide OWNER with a construction cost estimate as part of the Phase I - Schematic Design Documents, together with a written explanation for all variances between that construction cost estimate and OWNER'S approved Project construction budget. The construction cost estimate format shall be subject to OWNER's approval and may require electronic submission of construction cost estimate information. If DESIGN PROFESSIONAL'S construction cost estimate or any other estimate prepared by or for Owner based upon the Phase I - Schematic Design Documents indicate that construction costs will exceed OWNER'S approved Project construction budget, DESIGN PROFESSIONAL shall revise the Phase I - Schematic Design Documents to bring them within OWNER'S approved Project construction budget. DESIGN PROFESSIONAL shall be solely responsible for all costs and expenses which it may incur in revising the Phase I - Schematic Design Documents to bring them within OWNER'S approved Project construction budget. If OWNER requires a detailed construction cost estimate from DESIGN PROFESSIONAL, such estimate shall be provided as an additional service.

4. PHASE II - DESIGN DEVELOPMENT PHASE

- 4.1. After OWNER'S review and approval of the Phase I - Schematic Design Documents and issuance of OWNER'S written authorization to proceed, DESIGN PROFESSIONAL shall commence the Phase II - Design Development services as described herein.

- 4.2. DESIGN PROFESSIONAL shall develop design documents and specifications meeting the OWNER'S Published Standards for Phase II - Design Development.
- 4.3. DESIGN PROFESSIONAL shall identify and properly coordinate the requirements of the various utility services that have an impact upon the Project Design. Drainage investigations and drainage designs shall be coordinated with storm water management district and any other entities having jurisdiction on the site.
- 4.4. DESIGN PROFESSIONAL shall consult with CM when a contract has been executed with the CM and the NTP for preconstruction services has been issued with respect to (1) CM'S development of Project construction cost estimates, (2) CM'S development of an overall Project schedule, and (3) CM'S comments and recommendations concerning the Project design. DESIGN PROFESSIONAL shall approve or provide written comments within ten (10) business days of receipt of CM'S comments and recommendations.
- 4.5. DESIGN PROFESSIONAL shall work with the OWNER'S Project Coordinator, Maintenance Department, and other users of the Project to meet design requirements and identify the areas within the facility design which offer the greatest potential for the elimination of unnecessary costs. Requirements of the OWNER'S Published Standards shall not be eliminated as value engineering items.
- 4.6. Working in concert with the CM when a contract has been executed with the CM and the NTP for preconstruction services has been issued and OWNER, DESIGN PROFESSIONAL will generate alternative ideas to provide the identified primary function for the Project. Not later than the time specified in the Master Project Schedule or fifteen (15) business days after approval of the Phase I - Schematic Design Documents, whichever is later, DESIGN PROFESSIONAL must submit a life-cycle cost analysis of mutually agreed alternatives in accordance with the OWNER'S Published Standards.
- 4.7. All Phase II - Design Development Documents prepared by or for DESIGN PROFESSIONAL are subject to OWNER's review and approval. At completion of the Design Development Phase, DESIGN PROFESSIONAL shall submit the Phase II - Design Development Documents to the Project Coordinator for review and comment. DESIGN PROFESSIONAL shall respond in writing to the review comments within the time specified by the Master Project Schedule. Responses shall be forwarded directly to the OWNER'S Project Coordinator. DESIGN PROFESSIONAL shall revise the Phase II Design Development Documents as required by OWNER in order to obtain OWNER's written approval and authorization to proceed to the Phase III - Construction Documents Phase.

- 4.8. As part of Basic Services, DESIGN PROFESSIONAL will be required to further develop and update the construction cost estimate as part of the Phase II — Design Development Documents and bring to OWNER'S attention in writing any variances between that updated construction cost estimate and OWNER'S approved Project construction budget. Construction cost estimate format shall be subject to OWNER's approval and may require electronic submission of construction cost estimate information. If DESIGN PROFESSIONAL'S updated construction cost estimate or any other estimate prepared by or for OWNER based upon the Phase II - Design Development Documents indicate that construction costs will exceed OWNER'S approved Project construction budget, OWNER may elect to modify its budget and/or require DESIGN PROFESSIONAL to revise the Phase II - Design Development Documents to bring them within OWNER'S approved Project construction budget. DESIGN PROFESSIONAL shall be solely responsible for all costs and expenses which it may incur in revising the Phase II Design Development Documents to bring them within OWNER'S approved Project construction budget.

5. PHASE III - CONSTRUCTION DOCUMENTS

- 5.1. After OWNER'S review and approval of the Phase II - Design Development Documents and issuance of OWNER'S written authorization to proceed, DESIGN PROFESSIONAL shall commence the Phase III - Construction Documents services as described herein.
- 5.2. DESIGN PROFESSIONAL shall prepare final Construction Documents setting forth in detail each discipline's requirements into a cohesive whole based upon the DESIGN PROFESSIONAL'S consultations with CM when available, and OWNER'S Project Coordinator. Pursuant to the Master Project Schedule set forth in Schedule C, Design Professional shall provide the Construction Documents to OWNER at sixty percent (60%) completion and one hundred percent (100%) completion.
- 5.3. DESIGN PROFESSIONAL shall complete the Project Manual in accordance with the OWNER'S Published Standards.
- 5.4. DESIGN PROFESSIONAL shall consult with CM when available with respect to (1) CM's development of Project construction costs estimates, (2) CM'S development of an overall Project schedule and (3) CM'S comments and recommendations concerning the Project design. DESIGN PROFESSIONAL shall approve or provide written comments within fourteen (14) calendar days of receipt of CM'S comments and recommendations.
- 5.5. DESIGN PROFESSIONAL shall prepare and file all applications, data and documents required to obtain the approval of all authorities having

jurisdiction over the Project, including any applicable storm water management districts and State and local fire marshals. To ensure the timely approval of all permits necessary for the construction of the Project, including all environmental permits, DESIGN PROFESSIONAL shall advise OWNER and schedule the necessary contacts and liaison with all authorities having permit jurisdiction over the Project, and shall furnish, on a timely basis, such plans, data and information as may be necessary to secure approval of the required permits. DESIGN PROFESSIONAL shall, at no additional cost to OWNER, make all reasonable and necessary revisions to the Construction Documents required to obtain the necessary permit approvals for construction of the Project.

- 5.6. All Phase III - Construction Documents prepared by or for DESIGN PROFESSIONAL are subject to OWNER's review and approval. At completion of both the 60% and 100% Construction Documents Phase, DESIGN PROFESSIONAL shall submit the Phase III - Construction Documents to the Project Coordinator for review and comment. DESIGN PROFESSIONAL shall respond in writing to the review comments within the time specified by the Master Project Schedule. Responses shall be forwarded directly to the OWNER'S Project Coordinator. DESIGN PROFESSIONAL shall revise the 100% Phase III - Construction Documents as required by OWNER to obtain OWNER's written approval of such documents.
- 5.7. If DESIGN PROFESSIONAL'S previous updated budget estimates provided pursuant to Article 3 and Article 4 of this Schedule A or any other estimate prepared by or for OWNER based upon the Phase III - Construction Documents indicate that construction costs will exceed OWNER'S approved Project construction budget, OWNER may elect to modify its budget and/or require DESIGN PROFESSIONAL to revise the Phase III - Construction Documents to bring them within OWNER'S approved Project construction budget. DESIGN PROFESSIONAL shall be solely responsible for all costs and expenses which it may incur in revising the Phase III - Construction Documents to bring them within OWNER'S approved Project construction budget.

6. BUILDING PERMIT PHASE

- 6.1. DESIGN PROFESSIONAL is responsible for cooperating with and aiding OWNER and CM with respect to the applicable building permit application process and the issuance of all necessary and required permits for the Project.
- 6.2. As part of the building permit application package, the DESIGN PROFESSIONAL shall provide the applicable building permit office with the number of complete sets of signed and sealed Construction Documents and

all other bidding documents prepared by the DESIGN PROFESSIONAL as indicated in the OWNER'S Published Standards. Each of the drawings and the cover sheet of the Project Manual shall be signed, sealed, and dated by the DESIGN PROFESSIONAL per Florida Statutes.

- 6.3. As part of the building permit application process, the Building Official shall review and provide comments to the DESIGN PROFESSIONAL on the submitted Construction Documents. DESIGN PROFESSIONAL shall revise the Construction Documents through Addenda prior to receipt of bids or establishment of a Guaranteed Maximum Price (GMP) or by Supplemental Instructions, Contingency Adjustment or Change Order post bidding or GMP, incorporating necessary revisions to address mandatory inclusions made by the Project Coordinator and the office of the Building Officials reviewing the Construction Documents. Revisions shall be signed and sealed by the DESIGN PROFESSIONAL and distributed in accordance with the OWNER'S Published Standards.

7. BIDDING PHASE

- 7.1. It is anticipated that the Bidding Phase may commence prior to the completion of one hundred percent (100%) Construction Documents. Accordingly, in such event, DESIGN PROFESSIONAL shall cooperate with and assist OWNER and CM during the Bidding Phase as hereafter provided.
- 7.2. Dependent upon the Project schedule, the Bidding Phase may take place prior to or concurrently with code review of the Construction Documents. Accordingly, DESIGN PROFESSIONAL may be required, as directed by OWNER, to provide CM with design documents and other bidding documents prior to one hundred percent (100%) final approved Construction Documents.
- 7.3. DESIGN PROFESSIONAL shall assist OWNER in reviewing, evaluating, and advising OWNER regarding subcontractor bids and CM'S final Project schedule and Guaranteed Maximum Price proposal. DESIGN PROFESSIONAL shall attend the pre-bid conferences and shall be responsible for developing and providing to OWNER any addenda to the Contract Documents that result from those conferences. The DESIGN PROFESSIONAL shall make a written recommendation to the OWNER with respect to the OWNER entering an agreement with the CM at the amount of the proposed Guaranteed Maximum Price.
- 7.4. DESIGN PROFESSIONAL shall prepare any required addenda to the Construction Documents, submit addenda for Building Permit approval through CM, and distribute all required copies to all necessary parties as determined by the OWNER. DESIGN PROFESSIONAL shall respond only to questions or requests for clarifications concerning the Construction

Documents submitted in writing by OWNER or CM. Written questions by bidders and subcontractors during bidding shall be answered by the DESIGN PROFESSIONAL through the issuance of an Addenda.

8. CONSTRUCTION PHASE

- 8.1. DESIGN PROFESSIONAL shall keep OWNER apprised of all contacts and/or communications between DESIGN PROFESSIONAL and CM that have the effect of interpreting, clarifying or modifying the contract documents. OWNER shall be copied on all correspondence other than required submittals between DESIGN PROFESSIONAL and CM. All contacts and/or communications between DESIGN PROFESSIONAL and the various trade subcontractors shall be routed through CM.
- 8.2. During the Construction Phase, DESIGN PROFESSIONAL shall:
 - 8.2.1. Prepare a list of required submittals for shop drawings, product data, samples, warranties, and other submittals required by Contract Documents, in tabular form which will indicate specification section number and section name (CSI Format) per Project Manual Table of Contents.
 - 8.2.2. Process, review, respond and distribute shop drawings, product data, samples, material and equipment orders for direct purchase, substitutions and other submittals required by the Construction Documents within ten (10) business days.
 - 8.2.3. Maintain a master file of all submittals, including submittal register, made to DESIGN PROFESSIONAL, with duplicates for OWNER. OWNER'S copy shall be in electronic format and submitted at time of Substantial Completion.
 - 8.2.4. Provide construction field observation services consisting of visits to the Project site as frequently as necessary, but not less than once every week unless otherwise agreed to in writing by the OWNER, to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Construction Documents. When DESIGN PROFESSIONAL discovers portions of the Work which do not conform to the Construction Documents, DESIGN PROFESSIONAL shall have the authority and duty to advise the Project Coordinator in writing.
 - 8.2.5. Provide a written report of each visit, within five (5) business days from the DESIGN PROFESSIONAL'S site visit, to the OWNER'S Project Coordinator. This field observation requirement shall apply to any sub-consultants or subcontractors of DESIGN PROFESSIONAL

at appropriate construction points.

- 8.2.6. Advise and consult with OWNER as representative of OWNER during construction. Through its on-site observations of the Work in progress and field checks of materials and equipment, DESIGN PROFESSIONAL shall endeavor to provide protection for OWNER against defects and deficiencies in the Work of CM and the various trade subcontractors of CM.
- 8.2.7. Review the CM'S Schedule of Values and recommend adjustments. Based on such observations at the site and on the Applications for Payment submitted by the CM, DESIGN PROFESSIONAL shall recommend the amount owing to CM and shall acknowledge the Certificates of Payment initially completed by the CM for such amounts, within five (5) business days of the CM'S Application. The issuance of Certificate of Payment shall constitute a representation by DESIGN PROFESSIONAL to OWNER that: (i) the Work has progressed to the point indicated; (ii) that to the best of DESIGN PROFESSIONAL'S knowledge, information and belief, the quality of the Work is in accordance with the Construction Documents subject to minor deviations from the Construction Documents correctable prior to completion, and to any specific qualifications stated in the Certificate of Payment; and (iii) CM is entitled to payment in the amount certified.
- 8.2.8. Review claims for extra compensation or extensions of time from CM, make written recommendations to OWNER within ten (10) business days concerning validity, and prepare responses for OWNER.
- 8.2.9. Interpret the first instance the requirements of the Construction Documents and render opinions on all claims of CM relating to the execution and progress of the Work and on all other matters or questions related thereto. DESIGN PROFESSIONAL'S decisions in matters relating to artistic effect shall be final if consistent with the intent of the Construction Documents, subject to OWNER'S concurrence. DESIGN PROFESSIONAL shall review for comment all proposal requests, supplemental information, substitutions, value engineering suggestions, change orders and directives, and contingency adjustments.
- 8.2.10. Prepare, reproduce, and distribute supplemental drawings, specifications, and interpretations in response to requests for clarification by CM or OWNER as required by construction exigencies. DESIGN PROFESSIONAL'S response to any such request must be received by OWNER and CM within ten (10) business days. DESIGN PROFESSIONAL will review and respond

to all submittals from CM, including but not limited to shop drawings, within a reasonable period of time so as not to delay the progress of the Work, but in no event, more than ten (10) business days, unless OWNER expressly agrees otherwise in writing. Review of CM'S submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of CM as required by the Contract Documents. DESIGN PROFESSIONAL'S review shall not constitute approval of safety precautions or, unless otherwise specifically stated by DESIGN PROFESSIONAL, of any construction means, methods, techniques, sequences or procedures. DESIGN PROFESSIONAL'S approval of a specific item shall not indicate approval of an assembly of which the item is a component.

- 8.2.11. Reject Work which DESIGN PROFESSIONAL determines does not conform to the Construction Documents. Whenever, in its reasonable opinion, DESIGN PROFESSIONAL considers it necessary or advisable to insure the proper implementation or the intent of the Construction Documents, subject to OWNER'S prior written approval, DESIGN PROFESSIONAL shall require special inspection or testing of any Work in accordance with the provisions of the Construction Documents whether or not such Work be then fabricated, installed or completed.
- 8.2.12. Review and provide written comments on all Change Orders or Contingency Adjustments requested by the CM, as well as any construction cost estimate associated with such requests and prepared by CM. Upon agreement by the OWNER, the DESIGN PROFESSIONAL shall prepare and provide Change Orders, Construction Change Directives or Contingency Adjustments to the OWNER for approval and issuance to the CM and revise the Construction Documents accordingly.
- 8.2.13. Submit to the applicable building permit office the number of sets of drawings and/or documents reflecting the approved changes in the Work as may be required by that office. Code compliance issues must be approved by the applicable building permit office prior to inspection of the subject Work.
- 8.2.14. Review the CM'S schedule, schedule(s) of shop drawing submittals and schedule(s) of values prepared by CM and advise and/or recommend in writing to OWNER concerning their acceptability.
- 8.2.15. Attend meetings with CM, such as preconstruction conferences,

progress meetings, job conferences, pre- closeout meetings and other Project-related meetings, and provide the official meeting minutes for these meetings. The DESIGN PROFESSIONAL'S official meeting minutes will be in addition to any meeting agenda, or meeting minutes prepared by the CM.

- 8.2.16. Receive notice from CM if other work related to the Project by OWNER'S own forces, by utility owners, or by other direct contractors will involve additional expense to CM or require additional time and advise OWNER.
- 8.2.17. Advise OWNER of facts known to DESIGN PROFESSIONAL which may constitute an event of default on the part of the CM under the Contract Documents, and advise and make recommendations to the OWNER with respect to the remedies available to the OWNER under the Contract Documents.
- 8.2.18. Review and comment upon, without assuming any liability for, CM'S quality control program.
- 8.2.19. Review the Work to confirm that the plans and facility comply with the applicable Florida Building Code. Report any discrepancies observed or noted to OWNER. Prepare and distribute the Certificate of Occupancy at the appropriate time.
- 8.2.20. Upon notice from CM, and with the assistance of OWNER, DESIGN PROFESSIONAL shall conduct the Substantial Completion inspection and if appropriate issue the Certificate of Substantial Completion on the form specified by the OWNER. DESIGN PROFESSIONAL shall review and comment upon, and supplement as appropriate, the punch lists to be prepared by CM and notify CM in writing of work not complete.
- 8.2.21. Upon notice from CM, conduct final inspections and assist OWNER in final acceptance of Project. If appropriate, issue the Certificate of Final Inspection on the form specified by the OWNER.
- 8.2.22. Evaluate all testing results and make recommendations to OWNER.
- 8.2.23. Assist OWNER and CM in the training of the facility operation and maintenance personnel with respect to the proper operations, schedules, procedures and inventory controls for the various Project equipment and systems. Such assistance shall include assisting OWNER in arranging for and coordinating the instruction and training on operations and maintenance of the Project's equipment and systems in conjunction with the various manufacturer

representatives.

- 8.2.24. Review for compliance with CM'S obligation under the Contract Documents all operation and maintenance manual submittals, prior to submittal to OWNER.
- 8.2.25. Coordinate with OWNER and visit the facility with OWNER and CM at initial occupancy and at six (6) and eleven (11) months after issuance of the Certificate of Substantial Completion. During each facility visit, DESIGN PROFESSIONAL shall observe and advise in the operation of building systems. This shall not relieve DESIGN PROFESSIONAL of its obligation to make other visits to the facility based on need should specific issues arise.
- 8.2.26. After CM provides DESIGN PROFESSIONAL with its marked-up "As-Built" drawings and specifications, DESIGN PROFESSIONAL will revise the final approved Construction Documents to incorporate all "As-Built" information contained in the CM'S marked-up "As-Built" drawings and specifications, as well as to reflect all addenda, contract changes and field changes (sometimes referred to herein as the "Record Documents"). Documents shall conform to the OWNER'S Published Standards. Throughout the Construction Phase, DESIGN PROFESSIONAL shall review CM'S marked-up "As- Built" drawings and Project Manual/Specifications, on a regular basis, and at least monthly, prior to certification of CM'S monthly payment application.
- 8.2.27. Consult with, and recommend solutions to, OWNER during the duration of warranties in connection with inadequate performance of equipment, materials, or systems under warranty.
- 8.2.28. Document noted defects or deficiencies and assist OWNER in preparing instructions to CM for correction of noted defects.
- 8.2.29. Upon final acceptance of the Project, shall issue and sign the Certificate of Final Inspection on the form specified by the OWNER.

9. SERVICES RELATING TO ALL PHASES

- 9.1. The DESIGN PROFESSIONAL shall assist in the preparation of data as required by the Florida Department of Education, Florida Inventory of School Houses (FISH) and the OWNER'S Published Standards.
- 9.2. DESIGN PROFESSIONAL'S design documents shall be consistent with OWNER'S program (including Education Specifications and Guidelines) and published document and submittals standards at all phases of design

unless expressly authorized otherwise in writing by OWNER.

9.3. DESIGN PROFESSIONAL shall submit to OWNER design notes and computations to document the design conclusions reached during the development of the Project design as requested by OWNER.

9.3.1. The design notes and calculations include, but are not limited to, the following data as the scope of the Project may require:

- 9.3.1.1. Design criteria used for the Project
- 9.3.1.2. Lighting calculations
- 9.3.1.3. Structural calculations
- 9.3.1.4. Drainage calculations
- 9.3.1.5. Acoustical calculations
- 9.3.1.6. HVAC calculations
- 9.3.1.7. Security and communications calculations
- 9.3.1.8. Calculations as required by provisions of the Florida Energy Conservation Standards Act, latest revision
- 9.3.1.9. Calculations as required by provisions of the Florida Thermal Efficiency Code, latest revision
- 9.3.1.10. Calculations as required by provisions of the Florida Building Energy-Efficiency Rating Act, latest revision
- 9.3.1.11. Life Cycle Costs Analyses
- 9.3.1.12. Calculations showing probable cost comparisons of various alternatives considered
- 9.3.1.13. Documentation of decisions reached resulting from meetings, telephone conversations or site visits
- 9.3.1.14. Other Project related correspondence as appropriate

9.4. OWNER in no way obligates itself to check DESIGN PROFESSIONAL'S work, and further, is not responsible for maintaining the Master Project Schedule.

9.5. DESIGN PROFESSIONAL'S attendance at any partnering sessions with CM is mandatory and included within Basic Services.

9.6. DESIGN PROFESSIONAL acknowledges that OWNER has established a construction budget of thirty-six million dollars (\$36,000,000.00), which may be subject to adjustments as approved by OWNER in writing. DESIGN PROFESSIONAL agrees to perform professional services for the Project, in accordance with the terms and conditions set forth herein, for design of the Project at a total construction cost to OWNER which does not exceed the OWNER'S budget. Evaluations of the Project budget and any estimates of construction cost prepared, reviewed or agreed to by DESIGN PROFESSIONAL represent DESIGN PROFESSIONAL'S best judgment as a design professional familiar with the construction industry. DESIGN

PROFESSIONAL cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared, reviewed or agreed to by DESIGN PROFESSIONAL.

9.6.1. The scope of work upon which the construction budget and design fees are based includes:

1. Project scope includes professional architectural and engineering design services for the re-use of the Four Corners K8 Prototype School on the Clermont Middle School site. This prototype is a compact three-story 168,000 SF K-8 school.
2. The existing school site will be cleared under a separate contract of all existing buildings except for the Auditorium Building prior to the commencement of our work.
3. The existing Auditorium will remain and be remodeled and incorporated into the new campus Master Plan and the overall work.
4. The site development will include integration of the remodeled auditorium into the campus as well as parent drop-offs, bus drop-offs, playfields, tracks and other site improvements.
5. Updating and creating new guidelines, systems & maintaining materials consistency for the new Clermont K-8 as well future projects.
6. Master Plan the site prior to commencing site adaptation.

9.7. DESIGN PROFESSIONAL shall be responsible for reviewing any geological reports provided with respect to the Project. DESIGN PROFESSIONAL'S design documents shall be consistent and coordinated with the information set forth in all such geological reports. In the event DESIGN PROFESSIONAL has any questions or concerns about the contents of any such reports, DESIGN PROFESSIONAL shall notify OWNER in writing within ten (10) business days of DESIGN PROFESSIONAL'S receipt of any such geological reports. DESIGN PROFESSIONAL and OWNER will attempt to mutually resolve any such questions or concerns.

SCHEDULE B – BASIS OF COMPENSATION

1. COMPENSATION TO DESIGN PROFESSIONAL

1.1. For the Basic Services provided for in this Agreement, OWNER agrees to pay and make monthly payments to DESIGN PROFESSIONAL in accordance with the fee schedule stated in the table below. Monthly payments shall be in proportion with the completion of the work, except that payments for construction administration services shall be made in equal monthly amounts through substantial completion of the project.

Lump Sum Fee For:	% of Fee	Fee
1) Design Development & Site Adaption	NA	
2) 100% Construction Drawings	NA	
3) Bidding	NA	
4) Construction Phase	NA	
5) Close-out Documents	NA	
Total Lump Sum Base Fee		
Supplemental Services Master Planning FF&E Services (Specs/ Install Coordination) Total Supplemental Services		
TOTAL NOT-TO-EXCEED FEE		

1.2. The fees noted in Section 1.1. Constitute the NOT-TO-EXCEED FEE of **Insert NTE Fee (\$X,XXX,XXX.XX)** to be paid to DESIGN PROFESSIONAL for the performance of the Basic Services, including any Reimbursable Expenses.

1.3. For the Additional Services provided for under Article 2 of the Agreement, OWNER agrees to pay DESIGN PROFESSIONAL a negotiated total fee based on the services to be provided. There shall be no overtime pay on Additional Services without OWNER’S prior written approval.

2. SCHEDULE OF PAYMENTS

2.1. DESIGN PROFESSIONAL shall submit monthly invoices for fees earned in the performance of Basic Services and Additional Services. DESIGN PROFESSIONAL may submit separate invoices for Basic Services, Reimbursable Expenses, and each Additional Service.

2.2. DESIGN PROFESSIONAL shall submit these monthly billings, identified by

the specific project name in a timely manner for all salary costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Project Coordinator is required for Reimbursables, a copy of said approval shall accompany the billing for such Reimbursables. The statement shall show a summary of salary costs and Reimbursables with accrual of the total and credits for portions paid previously. External Reimbursables and sub-consultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for the DESIGN PROFESSIONAL to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate DESIGN PROFESSIONAL'S cost accounting forms with a summary of charges by category. When requested, DESIGN PROFESSIONAL shall provide backup for past and current invoices that records hours and salary costs by employee category, Reimbursables by category, and sub-consultant fees on a task basis as outlined in section 1.1, as applicable, so that total hours and costs by task may be determined. The statement shall show a summary of salary costs and Reimbursables with accrual of the total and credits for portions paid previously. External Reimbursables and sub-consultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for the DESIGN PROFESSIONAL'S to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate DESIGN PROFESSIONAL'S cost accounting forms with a summary of charges by category. When requested, DESIGN PROFESSIONAL shall provide backup for past and current invoices that records hours and salary costs by employee category, Reimbursables by category, and sub-consultant fees on a task basis, so that total hours and costs by task may be determined.

- 2.3. All invoices shall be submitted electronically or mailed to the attention of OWNER'S Facilities Construction & Compliance Office at:

Lake County Schools
Attn: Kelly Randall, Executive Director
Facilities Construction & Compliance
220 N. Central Ave Umatilla, FL 32784

- 2.4. Invoices not properly prepared (mathematical errors, billing not reflecting actual work done, no signature, etc.) shall be returned to DESIGN PROFESSIONAL for correction.
- 2.5. DESIGN PROFESSIONAL agrees that, with respect to any sub-consultant or subcontractor to be utilized by DESIGN PROFESSIONAL, DESIGN PROFESSIONAL shall be limited to a maximum Fee Rate of what is allowable on the Schedule G — Fee Schedule form.
- 2.6. Reimbursable Expenses must be submitted at cost and shall consist only of the following items:
 - 2.6.1.1. Cost for reproducing documents in the quantities specified by this Agreement.
 - 2.6.1.2. Mileage outside of Lake County up to 30 miles from the project location and only if pre-approved in writing by OWNER.
 - 2.6.1.3. Permit Fees required by the Project.
 - 2.6.1.4. Other items on request and approved in writing by the OWNER.

SCHEDULE C — MASTER PROJECT SCHEDULE MILESTONES

Design Notice to Proceed	<u>XX/XX/XXXX</u>
Master Plan Submission	<u>XX/XX/XXXX</u>
Design Development/Site Adapt	<u>XX/XX/XXXX</u>
100% Construction Documents	<u>XX/XX/XXXX</u>

DESIGN PROFESSIONAL shall make formal submittals as required herein to the OWNER in each phase as follows:

1. Schematic Design at 50% complete, 95% complete and fully complete
2. Design Development at 50% complete, 95% complete and fully complete
3. Construction Documents at 50% complete, 95% complete, fully complete and final (with back check comments incorporated)

SCHEDULE D — INSURANCE COVERAGE

1. **Limits.** During the term of the Contract, DESIGN PROFESSIONAL and each Subcontractor shall, at their own expense, purchase and maintain the following insurance in companies properly licensed or authorized to do business in Florida and reasonably satisfactory to the OWNER for the following amounts, or greater, if required by law.
 - a. Workers' Compensation including Occupation Disease and Employer's Liability Insurance.
 - (1) Statutory - Amount and coverage as required by Chapter 440, Florida Statutes.
 - (2) Employer's Liability Each accident/disease Per Occurrence - \$500,000.00.
 - (3) Employer's Liability General Aggregate - \$1,000,000.00.
 - (4) Applicable Federal (e.g. Longshoreman's Statutory).
 - b. Commercial General Liability Insurance, which may include Premises Operation; Independent DESIGN PROFESSIONAL's Protective; Product Liability and Completed Operations coverage; Broad Form Property Damage; Written Contractual Liability; Aggregate Limit Per Project Endorsement. If the commercial general liability policy does not include all of the coverage's listed in this section a separate policy must be in place to include all of the items listed in this section. Evidence of the coverage required in this section must be fully described and explained on the DESIGN PROFESSIONALS certificate of insurance as required in Article 9 of the Agreement.
 - (1) Negligence including Bodily Injury Liability and Property Damage
\$1,000,000 Per Occurrence
\$2,000,000 General Aggregate
 - (2) Product Liability and/or Completed Operations Insurance
\$1,000,000 Negligence including Bodily Injury and Property Damage
\$2,000,000 Products – Completed Operation Aggregate
 - (3) Personal Injury with Employment Exclusion deleted
\$1,000,000 Per Occurrence
\$2,000,000 General Aggregate
 - (4) Regarding Completed Operations and Products Liability, continue Coverage in force for five year after completion of the Work.
 - c. Comprehensive Automobile Liability Insurance including coverage for owned, non- owned and hired vehicles - with limits stated below,

or greater if required by law.

- (1) Negligence including Bodily Injury and Property Damage
\$500,000 Per Claim
\$1,000,000 Per Occurrence
- (2) Combined Single Limit (each Accident)
\$1,000,000.00 Each Accident

d. Professional Liability Insurance (Errors and Omissions):

- (1) Maximum Limits for services, goods, and/or projects that will not exceed \$1,000,000.00 in values over a year shall be:

Per Claim \$ 250,000
Per Occurrence \$ 500,000

- (2) For services, goods, and/or projects that will exceed \$1,000,000 in values over a year shall be:

Each claim \$ 3,000,000
Annual Aggregate \$5,000,000

Sub-consultants:
Each claim \$ 1,000,000
Annual Aggregate \$2,000,000

Professional liability coverage must be maintained for a three-year period following completion of the contract.

- e. Umbrella Excess Liability Excess of policies detailed in sections (a) through (c) above at a minimum of \$4,000,000 over primary insurance, subject to aggregate limits where applicable.

2. **Waiver of Subrogation.** The parties agree to hold mutual waivers of subrogation for all policies except item (d) listed above.

SCHEDULE E — LIST OF CONSULTANTS AND SENIOR STAFF

Insert Consultant Company, Consultant Contact Name

SCHEDULE F — TRUTH IN NEGOTIATION CERTIFICATE

Project Name: **Insert Project Name**

Amount of Contract: **\$X,XXX,XXX.XX**

Certificate of Truth in Negotiations

This is to certify that to the best of my knowledge and belief, all wage rates and other factual unit costs supporting the compensation negotiated for the referenced contract are accurate, complete, and current at the time of contracting as defined in Florida Statutes Section 287.055 (5) (a) and represented to The School Board of Lake County, Florida or their representative (s) in support of:

Project Name: **Insert Project Name**

Are accurate, complete and current as of **Insert Date**.

Firm: **Insert Design Professional Name**

Signature

Insert Design Professional Name
Insert Design Professional Title

Sworn to and subscribed before me this **XXth day of Month XXXX**.

Personally, Known or Produced Identification

Signature of Notary Public

Date

Reference: Florida Statutes 287.055

SCHEDULE G — FEE RATE SCHEDULE

Architectural Principal	\$XXX.XX
Educational Programmer	\$XXX.XX
Project Manager	\$XXX.XX
Project Designer / Architect	\$XXX.XX
Interior Designer	\$XXX.XX
Professional Support	\$XXX.XX
Clerical	\$XXX.XX
Construction Administration	\$XXX.XX
Senior Engineer	\$XXX.XX
Engineer	\$XXX.XX
All Principal Engineers	\$XXX.XX