



REQUEST FOR QUALIFICATIONS

#03-0-2018/JC Civil Engineering Services

Responses Due: No later than 2:00 p.m. on November 7, 2017

Purchasing Department
Jeff Carver, Director
6055 62nd Avenue
Vero Beach, FL 32967

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

REQUEST FOR QUALIFICATIONS (RFQ) Civil Engineering Services

I. INTRODUCTION

A. Objectives and Scope

1. The purpose of this Request for Qualifications (RFQ) is to award multiple firms to perform site, civil, surveying and other engineering consulting services district wide on an as-needed basis pursuant to School Board Policy 6330, The Florida Consultant's Competitive Negotiation Act (CCNA) F.S. 287-055, Florida Statutes Chapter 1013 and Florida Administrative Code Rule 6A-2.0010.
2. It is the District's intent that work will be equitably distributed to awarded firms throughout the contract period.
3. The individual projects assigned under this contract will be limited to those with an estimated construction cost which does not exceed \$2 million and for study activity fees which do not exceed \$200,000.
4. **Interviews:** The District reserves the right to forgo the interview process. If it is determined that interviews are necessary, the short-listed firm shall be available on November 16, 2017.
5. **General Qualifications:** Professional consultants submitting shall have a certificate of registration under Florida Statute Chapter 471 as a licensed engineering firm in the State of Florida preferably with experience of providing services for K – 12 public school programs.
6. **Agreement for Contracted Services** – it is imperative that you become familiar not only with the terms and conditions of this RFQ solicitation but it is also that you read and corresponding non-negotiable Agreement (**Attachment D**) that the awarded firms must execute with the Facilities Department upon award of a project.
7. **Tentative Schedule**
The School District will attempt to adhere to the following schedule but reserves the right to alter scheduled dates, if necessary.
 - 10.19.17 RFQ released
 - 10.26.17 Written questions due by 5:00 p.m.
 - 11.07.17 Responses due prior to 2:00 p.m. and will be publicly opened.
 - 11.16.17 Interviews to be held if deemed necessary
 - 12.12.17 Award recommendation to the School Board for approval.

B. Submittal Submission Instructions

1. Sealed Submittals

All submittals shall be in a sealed envelope and received before **2:00 p.m. on November 7, 2017**. Late submittals will not be opened or considered.

One original and seven (7) copies to:

Jeff Carver, CPPO
Director of Purchasing
School District of Indian River County
6055 62nd Avenue
Vero Beach, FL 32967

The School Board reserves the right to reject any and all submittals, to waive any informalities or irregularities in any submittals received, to re-advertise, or take any other such actions that may be deemed to be in the best interest of the School Board and the School District.

2. Submittal Response

Each submittal should address all pertinent areas and be specific. Any conditions should be clearly stated. The failure to disclose substantive terms, conditions, and covenants may be considered cause for the proposer's submittal to be rejected by the School Board.

3. Questions and Additional Information

All requests for clarifications or additional information should be directed to the School District of Indian River County at the following address:

Jeff Carver, CPPO
Director of Purchasing
School District of Indian River County
6055 62nd Avenue
Vero Beach, FL 32967
Jeffrey.Carver@indianriverschools.org

***Contacting Board Members or district staff other than the above named individual regarding this Request for Qualifications is not allowable and will result in disqualification of your submittal.**

5. Term of Contract

The term of contract shall be from **December 13, 2017 through December 12, 2018** and may, by mutual agreement between the School Board and the awardee, be renewable for two additional one year periods.

All terms and conditions shall be firm for the term of this contract. The awardee agrees to this condition by signing the RFQ.

II. EVALUATION OF SUBMITTALS - CRITERIA

Submittals will be reviewed by the Evaluation Committee and the School Board in accordance with the requirements of Florida State Statute 287.055. If further information is desired, a Proposer may be requested to make additional written submissions or an oral presentation before the School Board takes action. The School District will base its decision on factors including, but not necessarily limited to, the following:

1. The ability of professional personnel
2. Whether a firm is a certified minority business enterprise
3. Past performance
4. Willingness to meet time and budget requirements
5. Location
6. Recent, current, and projected workload of the firm

III. INFORMATION TO BE INCLUDED WITH SUBMITTAL

A. Letter of transmittal

B. Table of Contents: Include a clear identification of the material by section.

C. Tabs: All proposals must be tabbed into sections containing the following information:

Tab 1: Qualification Statement. Completed SF 330

Tab 2: Proof of Liability Insurance

Tab 3: Proposed Project Team

Tab 4: Related Experience of Firm

Tab 5: Project Management and Cost Control

Tab 6: Licenses, Certificates and References

Tab 7: Current Work Load

Tab 8: Litigation

D. Forms

1. Drug-Free Work Place
2. Certification Regarding Debarment
3. Prohibition Against Contingent Fees
4. SF 330

IV. DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list 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, sub-contractor or consultant under contract with any public entity, and may not transact business with any public entity.

V. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

As per School Board Rule 1113, 3113 and 4113 it is the policy of the School Board that no District officer or employee, including but not limited to, Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship with any business entity or any agency which is doing business with an agency of which s/he is an officer or employee, excluding those organization and their officer who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the District. Furthermore, it is the policy of the Board that no District officer or employee, including but not limited to Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship that will create any conflict whatsoever between his/her private interests and the performance of his/her duties or that would impede the full and faithful discharge of his/her duties. It is the intent of the Board that this policy is interpreted consistent with the Florida Commission on Ethics interpretation.

VI. PUBLIC ENTITY CRIMES

Pursuant to Florida Statutory requirements, potential Respondents are notified:

287.133(2)(a) 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.

287.133(2)(b) A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(b) A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes, nor Section

287.134, Florida Statutes. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes.

VII. PUBLIC RECORDS LAW (not required for design services)

All response documents and/or other material submitted by the proposer in response to this Request for Response shall be open for inspection by any person and in accord with Chapter 119, Florida Statutes. Effective July 1, 2013 Florida Statute 119.0701 requires School Board agreements for services to include compliance with public record laws.

- Vendor must keep and maintain public records ordinarily and necessarily kept by the School Board in order to perform the service(s) awarded.
- Vendor must provide the public with access to public records on the same terms and conditions the School Board would provide the records and at a cost that does not exceed the cost provided in the Public Records Act.
- Vendor must insure public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law.
- Vendor must meet all the requirements for retaining public records and transfer at no cost to the School Board, all public records in the possession of the vendor upon termination of the agreement, and destroy any duplicate public records that are exempt or confidential and exempt, from public records disclosure requirements.

VIII. CANCELLATION / TERMINATION

In the event any of the provisions of this response are violated by the awarded firm(s), the Superintendent or her designee, shall give written notice stating the deficiencies and unless the deficiencies are corrected within ten (10) business days, recommendation will be made to the School Board for immediate cancellation. Upon cancellation hereunder, the School Board of Indian River County, Florida, may pursue any and all legal remedies as provided herein and by law. The School Board of Indian River County, Florida, reserves the right to terminate any contract resulting from this RFQ at any time and for any reason, upon giving ten (10) business days prior written notice to the vendor. If said contract should be terminated for convenience as provided herein, the School Board shall be relieved of all obligations under said contract. The School Board of Indian River County shall only be required to pay to the respondent that amount of the contract actually performed to the effective date of termination.

IX. Insurance Requirements

Pursuant to Board Policy 8710.01, firms providing "professional services," as defined in the Consultants' Competitive Negotiations Act, that are selected by the School Board to complete construction projects or conduct planning activities that exceed the thresholds stated in F.S. 287.055(3)(a)(1) and 287.017 shall carry and maintain the required insurance during the period they are performing such services and thereafter as stipulated below:

A. Professional Liability Insurance

1. Coverage shall be in limits not less than \$1,000,000.00 per occurrence or an annual aggregate limit of \$3,000,000.00 covering negligent errors, omissions, or acts, with a per occurrence deductible not to exceed \$5,000.00 or five percent (5%) of the estimated professional fee or as approved by the Superintendent. Such coverage shall be maintained for a period of three (3) years after the date of final payment to the architect or engineer. If such insurance is based upon a "claims made" policy, prior to the services being performed, the architect or engineer shall provide to the Board satisfactory proof that extended reporting period coverage is available if the architect or engineer should cancel such coverage within three (3) years

after the date of final payment to the architect or engineer. For specific projects, when recommended by the Superintendent, the Board may require higher limits.

2. When in the District's best interest and upon the recommendation of the Superintendent, the architect or engineer may obtain and carry non-cancelable project-specific professional liability insurance during the design and construction of the project and for a three (3) year discovery period thereafter. This insurance shall also provide for the owner's defense, if named with the architect or engineer in any claim covered under the policy.
 - B. Commercial General Liability Insurance (including Blanket Contractual Liability and Completed Operations, Explosion, Collapse, and Underground Hazards) in limits of not less than \$1,000,000.00 per occurrence and a \$3,000,000.00 aggregate, with no deductible, covering personal injury, bodily injury, and property damage. The Products and Completed Operations portions of the general liability shall extend for a period of two (2) years after the final acceptance of the project by the District. The policies shall name the District, its Board members, and staff as additional insured as their interests may appear under this agreement and the insurers shall agree to waive all rights of subrogation against the District and each individual member of the Board and staff. Additional Insured Endorsement CG2026 shall be endorsed naming the Board.
 - C. Comprehensive Automobile Liability Insurance (including hired and owned vehicles, if any) in limits of not less than \$1,000,000.00 per occurrence, covering personal injury, bodily injury, and property damage.
 - D. Worker's Compensation Insurance in compliance with F.S. Chapter 440 with employer's liability coverage of not less than \$1,000,000.00 per occurrence.
 - E. Valuable papers and records insurance in an amount of not less than \$50,000.00 per occurrence, with no deductible, to assure the substantial restoration of any plans, drawings, or other similar data related to the architect's or engineer's services which are in the area, custody, or control of the architect or engineer.
 - F. A Letter of Insurability or Certificate of Insurance evidencing that all of the above insurance is in force shall be furnished to the Board before any services are performed, at all renewal times, and shall require written notification to the Board at least thirty (30) days prior to any cancellation, termination, non-renewal, or modification. All insurance shall be with insurers authorized to do business in Florida and shall be rated at least AV by Best's Key Rating Guide. If the architect or engineer fails to provide or otherwise maintain the required insurance, the Board may purchase the insurance and hold the architect or engineer responsible for the cost thereof.
 - G. The Superintendent may recommend that the Board enter an agreement with lower limits of coverage when the standard coverage required by this policy may be commercially unavailable for a particular undertaking, or when the amount of the professional fee may not justify the extent of coverage otherwise required by this policy. In such cases, the Superintendent or designee will recommend that the specifications and requirements for the project shall include the modified levels of insurance coverage and limits of liability for the specific project that will waive the standard insurance limits specified in this policy.
- X. **DRUG-FREE WORKPLACE**
Preference must be given to vendors submitting a certification with their response certifying they have a drug-free workplace in accordance with Section 287.887, Florida Statutes. This requirement affects all public entities of the State and became effective January 1, 1991. Attached is the Drug-free Workplace Certificate form (**Attachment A**) to be submitted with bid or shall be submitted within five (5) days upon request.

XI. JESSICA LUNSFORD ACT

On September 1, 2005, a new law, known as the Jessica Lunsford Act, involving all school district vendors went into effect. This law requires all individuals who are permitted access on school grounds when students are present, who will have direct contact with children or any student of the District, or who will have access to or control of school funds to be fingerprinted and background checked.

Awarded vendor(s) and sub-contractors must comply with the Jessica Lunsford Act which requires your business to submit to Level 2 fingerprint screening. The cost is \$81.25 per person. You may make appointments by calling 772-564-3024 between the hours of 8:00 am and 12:00 noon, Monday through Friday. For identification purposes, each employee must provide a driver's license and social security number. This applies to subcontractors as well. For further explanation regarding payment you may contact Nicki Blanton, Fingerprint Specialist, at 772-564-3024.

Once employees are cleared by the Level 2 fingerprint screening, a clearance certificate will be mailed to your business. Individuals coming on an Indian River County School campus must wear the state badge at all times in plain view.

XII. ATTACHMENTS

- A. Drug-Free Workplace
- B. Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- C. Prohibition Against Contingent Fees
- D. Agreement
- E. Architect-Engineer Qualifications SF330
- F. Directions to the Support Service Complex

ATTACHMENT A

DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/response certifying they have a drug-free workplace in accordance with Section 287.887, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. This special condition is as follows:

Identical Tie Bid - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. A business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States of any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Company Name

Vendor's Signature

Date

Must be executed and returned with bid at time of bid opening or within three (3) days of request.

ATTACHMENT B

School District of Indian River County
Purchasing Department

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510 Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

(1) The prospective lower tier participant certifies, by submission of this response, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

RFQ Number _____

Organization's Name _____

Name and Title of Authorized Representative _____

Signature of Authorized Representative _____

Date _____

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this response, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this response is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "response," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this response is submitted for assistance in obtaining a copy of those regulations (13CFR Part 145).
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this response that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT C

PROHIBITION AGAINST CONTINGENT FEES

In accordance with Florida Statute 287.055(6)(a), and School Board of Indian River County Policy 6330 E., the following statement, duly signed and notarized, must be included in each proposal or submitted within three (3) days of request.

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

STATE OF _____

COUNTY OF _____

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

NOTARY PUBLIC - STATE OF _____

Type or print name: _____

Commission No.: _____

(Seal)

Commission Expires _____

ATTACHMENT D

**THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA
AGREEMENT FORM FOR A CONTINUING SERVICE CONTRACT**

CIVIL ENGINEERING SERVICES

THIS CONTINUING SERVICE CONTRACT (the “Contract”), made by and between **THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA**, located at 6500 57th Street, Vero Beach, FL 32967 (hereinafter referred to as “School Board” or “Owner”), and

(hereinafter referred to as “Consultant”), a corporation with its principal office located at

WHEREAS, the School Board desires to obtain Civil Engineering Services for assigned projects within the School District (hereinafter referred to as “Continuing Service Projects”) and issued RFQ # -0-2018/JC to find qualified professionals to fulfill the need for these services pursuant to Section 287.055, Florida Statutes, Consultants’ Competitive Negotiation Act (“CCNA”); and

WHEREAS, the Term of the Contract is one (1) year after School Board approves the Contract, and School Board may, at its option, at a regular or special Board meeting, renew this Contract at the end of the Term for two additional renewal terms of one (1) year each for a maximum term of three (3) years, subject to, among other things, the availability of funds, unless otherwise terminated pursuant to Article 8; and

WHEREAS, School Board retains a Consultant, to perform the services described herein, and other required professional services on an “as needed” basis, as designated, authorized, and assigned by School Board, and School Board agrees to compensate Consultant for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that the Consultant is available to provide professional services, in accordance with prior, mutually agreed-upon conditions, and the School Board has complied with all requirements of the CCNA, in the selection of Consultant and in negotiations for this Contract; and

RFQ # _____

Firm’s Name _____

NOW, THEREFORE, School Board and Consultant, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

ARTICLE 1: GENERAL CONTRACT PROVISIONS

1.1 Recitals. The recitals set forth in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

1.2 Relationship of Parties. The Consultant accepts the relationship of trust and confidence established with the Owner by this Contract, and covenants with the Owner to furnish the Consultant's reasonable skill and judgment to provide professional services required to complete the Continuing Service Projects in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Consultant and other persons or entities employed by the Owner for the Continuing Service Project. Nothing contained in this Contract or the Contract Documents (as defined in ¶ 1.4 below) shall be construed to create a contractual relationship between any other person or entity other than the Owner and Consultant.

1.3 Owner's Project Representative. The Owner hereby designates the Director of Facilities or designee, as its representative with the authority to assign the responsibility of managing the Continuing Service Project to a School District Project Field Representative (hereinafter "Owner's Project Representative"). The Owner's Project Representative is hereby delegated and assumes the Owner's responsibilities and authorities in the administration of this Contract ONLY as noted herein.

1.4 Contract Documents.

1.4.1 The Contract Documents shall consist of this Contract; any addenda issued prior to execution of this Contract; any written modifications issued after execution of this Contract, including any amendments to this Contract; the designs, drawings, and specifications; the Request for Qualifications issued by the Owner and the Consultant's written responses thereto; and the following exhibits attached to this Contract:

Exhibit A – Scope of Services
Exhibit B – Unit Labor Rates
Exhibit C – Truth-in-Negotiation Certificate
Exhibit D – Task Assignment

Exhibits A through D are incorporated into this Contract by reference and shall be binding on the Consultant.

1.4.2 The term "Request for Qualifications Solicitation Document" as used herein refers to the Request for Qualifications ("RFQ") that was advertised by the Purchasing Department and subsequently led to the award of this Contract (-0-2018/JC).

RFQ # _____

Firm's Name _____

1.4.3 Conflicts in the Contract Documents. In the event of any conflict between the relevant Contract Documents, the documents shall be construed, and all conflicts shall be resolved, according to the following priorities:

First Priority	The Task Assignment (Exhibit D)
Second Priority	Amendments to the designs, drawings, and specifications (later date to take precedence)
Third Priority	The Contract
Fourth Priority	Specifications and drawings
Fifth Priority	Consultant's responses to the RFQ
Sixth Priority	The RFQ

However, the parties specifically acknowledge that the terms and conditions in the Contract shall not be amended by any Contract Documents, unless otherwise agreed upon and expressly stated by the parties in writing in a duly-executed amendment to the Contract.

ARTICLE 2: CONSULTANT'S RESPONSIBILITIES AND SCOPE OF SERVICES

2.1 Professional Services. The Consultant agrees to furnish and perform professional services for the Continuing Service Project under the terms of the Contract Documents as follows:

2.1.1 Basic Services. The nature and scope of the Consultant's professional services are specified in Exhibit A – Scope of Services (hereinafter referred to as “Basic Services”). The Consultant agrees to furnish and perform professional services for each Continuing Service Project at a total construction cost to the Owner, which does not exceed the Project Construction Budget as defined in each Task Assignment (Exhibit D). The Consultant shall perform the Basic Services under this Contract to the satisfaction of the Owner's Project Representative.

2.1.2 Additional Services. The Consultant further agrees to furnish and perform professional services not included as Basic Services (hereinafter referred to as “Additional Services”), only if and when such Additional Services are specifically requested and authorized in writing by the Owner's Project Representative. Additional Services may only be performed after the Consultant has received a Purchase Order, fully-executed Task Assignment, or Amendment, and Notice to Proceed for such Additional Services. Consultant's fee for Additional Services will be computed in accordance with the hourly rates described in Exhibit B - Unit Labor Rates. If any Additional Services are provided by the Consultant's sub-consultants, separate consultants, or subcontractors, and such Additional Services consist of services for which the Consultant would be entitled to an additional fee if the Consultant had provided the services itself, then the Owner shall reimburse the Consultant for such actual reasonable amounts paid by Consultant to its sub-consultants, separate consultants, or subcontractors for such Additional Services, and the Consultant shall not be entitled to any additional fee or compensation costs.

2.2 Project Design. The Project shall be designed in accordance with the following:

RFQ # _____

Firm's Name _____

2.2.1 The current edition of the rules of the Florida State Board of Education, Florida Building Code, in effect at the time this Contract is approved or at the time the work is performed, whichever is later.

2.2.2 The School District of Indian River County Educational Specifications or any educational or ancillary specifications, architectural program, design standard or project requirements developed by the Owner specifically for the Project.

2.2.3 The provisions of the Florida Statutes, including but not limited to chapter 1013, which apply to the Project.

2.2.4 All laws, regulations, or codes addressing site water management, water wells, environmental requirements, and sanitation.

2.2.5 The federal requirements of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*).

2.3 Permitting and Approvals. The Consultant shall prepare, file, and coordinate the approval of all permitting actions, document reviews and approvals with any applicable city, county, state, and federal bodies having jurisdiction and authority for the permitting, document reviews, and approvals.

2.4 Subconsultants, Separate Consultants, or Subcontractors. If the Consultant desires to employ subconsultants, separate consultants, or subcontractors in connection with the performance of its services under this Contract, it agrees to comply with the following:

2.4.1 Owner Approval. The Consultant shall submit any proposed subconsultants, separate consultants, or subcontractors to the Owner's Project Representative for prior written approval. The Owner has the sole discretion to withhold its approval. The Owner shall not be liable to the Consultant in any manner whatsoever arising out of the Owner's objection to a proposed subconsultant, separate consultant, or subcontractor.

2.4.2 Consultant Responsibilities. The Consultant shall coordinate the services and work product of any subconsultant, separate consultant, or subcontractor and shall remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant or its subconsultants, separate consultants, or subcontractors. The Consultant shall review and approve any designs, drawings, specifications, shop drawings, submittals, or other items produced or furnished by any subconsultant, separate consultant, or subcontractor prior to submittal to the Owner's Project Representative. The Consultant shall correct or revise any errors or deficiencies it identifies in the designs, drawings, specifications, shop drawings, submittals, or other items or services produced or provided pursuant to this Contract, and the Consultant shall provide the Owner's Project Representative with such corrected or revised designs, drawings, specifications, shop drawings, submittals, or other items at the Consultant's sole cost and expense.

RFQ # _____

Firm's Name _____

2.2.3 Subconsultant, Separate Consultant, or Subcontractor Responsibilities. Any agreements entered into between Consultant and a subconsultant, separate consultant, or subcontractor for services to be completed on Continuing Service Projects shall incorporate the terms of this Contract. To the extent the services are to be performed by the subconsultant, separate consultant, or subcontractor, that third party shall be bound by all provisions in this Contract, and shall assume toward the Consultant all of the obligations which the Consultant by this Contract assumes toward the Owner. The Consultant acknowledges that nothing herein shall in any way relieve the Consultant from any of its duties under this Contract.

2.2.4 Owner Consultants. The Consultant shall cooperate at all times with the Owner and shall cooperate and coordinate with any separate consultant or agent hired by the Owner. The Consultant shall incorporate the work product of any Owner-retained consultant in a manner which is appropriate or necessary to facilitate the design and construction of Continuing Service Projects within the project's budget and schedule. In the event the Owner so elects, and upon written mutual consent as evidenced by a Task Assignment to this Contract, the Consultant shall accept any assignment of any agreement or contract the Owner may have with any Owner-retained consultant.

2.3 Employees/Agents of Owner. The responsibilities of the Consultant for performing services under this Contract and the Construction Documents is not relieved or affected in any respect whatsoever by the presence of, or inspection by, employees or agents of the Owner. The Consultant agrees that its responsibilities for approving and certifying work for payment are not shared by any employee or agent of the Owner.

ARTICLE 3: PROPOSAL REQUIREMENTS, FEES, AND PAYMENT

3.1 Proposal Requirements. Based upon Unit Labor Rates (Exhibit B, Page 28) for a specific Continuing Service Project, the Consultant will provide the Owner's Project Representative with a detailed written proposal, which shall include a total not-to-exceed cost for services with a detailed breakdown of material and labor required to complete the Scope of Services identified in– the Task Assignment (Exhibit D, Page 30). For purposes of this Contract, a Task is identified as a specific service or phase of work to be performed by the Consultant and its subconsultants, separate consultants, or subcontractors, which summarizes the scope of work to be completed and includes the detailed cost to complete.

3.1.1 The Consultant's proposal shall include a list of Tasks that accurately identifies and details the Scope of Services to be performed. All labor, material and equipment costs for each Continuing Service Project shall be broken down by Task, and shall be complete and detailed, and shall include and identify, without limitation, the number of hours of work by title and responsibility of each employee or professional performing each service, while adhering to the Unit Labor Rates (Exhibit B). The title and responsibility of the Consultant's employees must accurately reflect the type of service to be performed.

3.1.2 Schedule. The Consultant shall include in its proposal a comprehensive schedule for the successful and timely completion of its services, as well as those services provided by the Consultant's subconsultants, separate consultants, or subcontractors, for each Continuing

RFQ # _____

Firm's Name _____

Service Project (the "Consultant's Project Schedule"). The Consultant's Project Schedule will be agreed upon by the Owner and Consultant on a project-by-project basis and will be included in the Task Assignment (Exhibit D) for each Continuing Service Project. Once submitted and agreed upon by the Owner's Project Representative and the Consultant, the Consultant and its subconsultants, separate consultants, and subcontractors will be bound by the Consultant's Project Schedule and will not deviate from it without prior written authorization from the Owner's Project Representative. Whether or not deviations from the Consultant's Project Schedule have been authorized by the Owner's Project Representative, the Consultant shall update the Consultant's Project Schedule as necessary to reflect Owner-approved changes or unavoidable deviations, and to indicate the probable impact of those deviations on the performance of the Consultant's services and the Continuing Service Project. However, nothing in this subparagraph is intended to be, nor shall be construed as, a waiver of the Owner's right to obtain full compliance by the Consultant with approved schedules.

3.2 Subconsultants, separate consultants, or subcontractors. The hourly rate(s) for other professional services required by the use of subconsultants, separate consultants, or subcontractors will be negotiated at the time a proposal for such services is required and submitted to the Owner's Project Representative for approval. Subconsultants, separate consultants, and subcontractors are required to provide the same level of detail in their proposals as described in paragraph 3.1 of this Contract.

3.3 Contract Sum. The Owner agrees to pay to the Consultant for Basic Services at a not-to-exceed fixed fee (the "Contract Sum"), as set forth in the Task Assignment (Exhibit D) and approved by the Owner. The Task Assignment shall set forth the appropriate fee structure for each completed Task. The fee structure and hourly rates may be revised only by written amendment to this Contract, duly-executed by both parties.

3.4 Reimbursable Expenses. The Owner shall pay the Consultant for certain reimbursable expenses (the "Reimbursable Expenses") as set forth in the Task Assignment (Exhibit D). Each request for reimbursement shall be accompanied by detailed, credible, and legible documentation indicating the project-related nature of the expense and the actual costs incurred.

3.5 Payment for Services Performed. For each Continuing Service Project, the Consultant shall be paid upon successful completion of each Task identified under the Schedule of Progress Payments in the Task Assignment (Exhibit D) and Purchase Order or, for Tasks that will take longer than one month to complete, by monthly payments based on the percentage of services completed for each Task at the time the Payment Application is submitted to the Owner's Project Representative.

3.5.1 Payment Applications must match the detailed description provided on the original proposal, the Purchase Order, and the Task Assignment (Exhibit D); shall be in a format approved by the Owner's Project Representative (Facilities Division Payment Requisition Form); and shall reflect in detail the services completed.

3.5.2 Payment Applications shall be invoiced either upon successful completion of each Task or, for Tasks that will take longer than one month to complete, monthly based on the

RFQ # _____

Firm's Name _____

percentage of services completed at the time the Payment Application is submitted to the Owner's Project Representative. To the extent that there is any disagreement between the Consultant and the Owner's Project Representative with respect to the percentage of services completed for any given Task represented on the Consultant's monthly Payment Application, then the Owner's Project Representative and the Consultant will negotiate and agree upon the percentage of services completed without delaying the Consultant's work on the Continuing Service Project.

3.5.3 The Consultant expressly waives any right to payment for any Additional Services (as defined in paragraph 2.1.2 above) performed if the Consultant has not received prior written authorization for such services by the Owner's Project Representative, which would have resulted in the Consultant receiving a Purchase Order, a fully executed Task Assignment or Amendment and Notice to Proceed.

3.5.4 Final payment to the Consultant shall not be made by the Owner until the Original Work Product (as defined in paragraph 5.1.3 below) has been received and accepted by the Owner's Project Representative.

3.5.5 Payment will not be due from the Owner for any work that is performed without specific written authorization signed and approved by the Owner in the manner provided by this Contract, or other applicable rules, regulations, or law. The Owner shall not be responsible to pay for any services that are performed pursuant to the direction of a representative or employee of the School District of Indian River County if the amount charged exceeds the authority granted to that District employee or agent pursuant to the rules and procedures of the School Board of Indian River County, or Florida law.

3.5.6 The Unit Labor Rates (Exhibit B) may be revised only by written amendment to this Contract, agreed to and executed by both parties to this Contract.

ARTICLE 4: PROJECT CONSTRUCTION BUDGET, CONSULTANT'S PROJECT SCHEDULE AND PROJECT MANAGEMENT

4.1 Project Construction Budget. The Consultant acknowledges that the Owner has provided a Project Construction Budget, identified for each Continuing Service Project in the Task Assignment (Exhibit D). The Project Construction Budget is defined as the total budget identified for the construction of the Project. As identified in the Task Assignment (Exhibit D), the total Project Construction Budget consists of site development, building shells and interiors, site improvements, and any equipment that is included in the construction of the Project. The Consultant's work product, including without limitation, any designs, plans, and drawings, shall be designed to be constructed within the Project Construction Budget.

4.1.1 Redesign. If bids received on the Project are not within the Project Construction Budget, the Consultant shall perform all redesign work, which is reasonable and necessary to redesign the Project so that bids are received within the Project Construction Budget, as a part of its Basic Services. In the event that the redesigned work is necessitated solely by the error or omissions of the Owner, then the Consultant shall perform such redesign work as Additional Services.

RFQ # _____

Firm's Name _____

4.1.2 Cost Consultant. Although the Consultant is responsible for developing a design that meets the Project Construction Budget, the Owner may hire a Cost Consultant to verify costs on the Project. The Consultant shall cooperate with the Owner's Cost Consultant by providing all necessary information for the preparation and updating of all estimates of construction costs throughout all phases of the Project.

4.2 Schedule. The Consultant shall commence Basic Services after both parties have executed this Contract and the Consultant has received a Purchase Order, fully-executed Task Assignment (Exhibit D), and Notice to Proceed issued by the Owner. The Consultant shall complete its services in accordance with the Consultant's Project Schedule, set forth in, and incorporated into this Contract by, Task Assignment (Exhibit D).

4.2.1 The parties agree that time is of the essence for each Task Assignment. The following is a sample of Schedule Milestones that will be negotiated and must be included with the Consultant's Proposal for each Continuing Service Project:

- a. First Design Meeting with Facilities Division Staff.
- b. 60% drawings and specifications submitted to Code Compliance for Plan Review.
- c. 100% drawings and specifications submitted to Code Compliance for Plan Review.
- d. Conformed Documents Complete.
- e. Construction Start
- f. Substantial Completion
- g. Final Completion
- h. 11 Month Warranty Walkthrough

4.2.2 Any changes to the Consultant's Project Schedule shall be agreed upon by the Consultant and the Owner's Project Representative and confirmed by a duly-executed written amendment to the Task Assignment.

4.2.3 The schedule for Additional Services, if any, shall be established by the Owner's Project Representative and included in a fully-executed amendment to this Contract.

4.2.4 Acceleration. The Consultant shall accelerate performance of Basic Services and Additional Services, if any, in the manner directed by the Owner's Project Representative. The Owner's Project Representative has the sole discretion to determine that acceleration is necessary to maintain the Consultant's Project Schedule. If acceleration is required due to delays caused solely by the Consultant, the acceleration shall be at no cost to the Owner. If acceleration is required due to delays partially caused by the Consultant, the portion of the delay not caused by the Consultant will be treated as an Additional Service, and the portion of the delay caused by the Consultant will be treated as a Basic Service at no additional cost to the Owner. Additional Services required due to delay not caused by the Consultant must be requested and authorized in writing by the Owner's Project Representative.

RFQ # _____

Firm's Name _____

ARTICLE 5: DOCUMENTS

5.1 Ownership of Documents. All plans, drawings, specifications, sketches, models, designs, artwork, programs, software, reports, photographs, or other tangible work product produced, originally-developed, or submitted to the Owner's Project Representative by Consultant pursuant to this Contract (hereinafter referred to as the "Original Work Product") are and shall remain the sole property of the Owner. Original Work Product shall include, but not be limited to, all computer-generated electronic documents (Computer-Aided Design Documents (CADD) and specifications).

5.1.1 Owner's Rights. The Owner shall have the right to use any and all Original Work Product. Consultant shall maintain a set of reproducible record prints of the Original Work Product. If subsequent usage by the Owner shall require further evidence of sealing requirements, Consultant shall make appropriate arrangements with the Owner for this purpose. The Owner shall have an irrevocable license or right to use, reproduce or make derivative works from these documents for any renovations, maintenance or remodeling of the Project. The Owner shall also have an irrevocable right to use and reproduce the image of the Project designed by the Consultant and to reproduce documents and data within the documents.

5.1.2 To the extent the services performed under this Contract produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the Owner as the author, creator, or inventor thereof upon creation, and the Owner shall have all rights therein including, without limitation, the right of reproduction, with respect to such copyrightable or patentable Original Work Product. The Consultant agrees to cooperate fully with the Owner in filing the appropriate application with the U.S. Patent and Trademark Office to obtain a patent or patents, at the option, and in the sole discretion, of the Owner. The Consultant further agrees to assign to the School Board all rights to any patent or patents obtained and any copyrighted Original Work Product. If the Owner elects its right to insist that a patent application will be filed, then the Owner will be responsible to pay all required, reasonable and necessary costs and fees associated with the preparation of the application for a patent or patents, filing of the application, prosecution of the application, and assignment of rights to the Owner. The Consultant acknowledges that the provisions herein are a significant factor in the Owner's decision to enter into this Contract with the Consultant.

5.1.3 Delivery of Original Work Product. After final completion of each Continuing Service Project, the Consultant shall retrieve from the Contractor the as-built documents, created from field data collected during the course of the Continuing Service Project. The Consultant shall review the as-built documents for accuracy and then incorporate the original drawings, site changes and information taken from the as-built drawings into Record Drawings. The Consultant shall deliver the Original Work Product to the Owner's Project Representative upon Final Completion of the Continuing Service Project, unless, in the Owner's Project Representative's sole discretion, it is necessary for Consultant to retain possession of the Original Work Product for a longer period of time. CADD Record Drawings shall match the final printed as-built files to include all markups, notes, and revisions. Upon early termination of the Consultant's services, the Consultant shall deliver all Original Work Product to the Owner's Project Representative, complete or incomplete, within ten (10) calendar days of the effective date of the early termination.

RFQ # _____

Firm's Name _____

5.1.4 The Consultant shall retain copies of all Original Work Product for its permanent records; however, the same cannot be used for purposes other than Continuing Service Projects under this Contract without the Owner's prior written consent. The Consultant agrees not to recreate any designs, or any other tangible work product contemplated by or originally-developed under this Contract, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the Original Work Product developed by the Consultant under this Contract.

5.1.5 The Consultant shall provide the Original Work Product and all documentation required for project closeout before final payment is approved by the Owner.

5.2 Documents and Copies. For each Continuing Service Project, the Consultant shall provide the Owner's Project Representative with copies of all reports and other documents (except correspondence) prepared by the Consultant under this Contract. The copies shall be furnished as requested by the Owner's Project Representative, and as they are prepared and completed by the Consultant. The Consultant shall promptly furnish the copies to the Owner's Project Representative, along with a detailed invoice showing the Consultant's copy expenses, and the Owner shall pay the reasonable and agreed-upon cost for the reproduction.

5.3 Accounting Records and Owner's Right to Audit. The Consultant shall establish and maintain a reasonable accounting system to keep full and detailed accounts and to exercise such cost controls as may be necessary for proper financial management under this Contract. The accounting and cost control systems shall be satisfactory to the Owner, as necessary to audit and verify the completeness and accuracy of all costs incurred and contained in the Consultant's invoices, proposals, and monthly Payment Applications. The Owner and the Owner's accountants or other duly-authorized representatives or agents shall be afforded access to all of the Consultant's financial and other related records. The Consultant shall maintain its direct personnel expense records, subconsultant expense records, and other expense records, which pertain to the Continuing Service Project, as well as its record of accounts between the Consultant and the Owner, which pertain to the Continuing Service Project. The records shall be available to the Owner or its authorized representatives, during regular business hours for inspection and copying. The Consultant shall maintain accurate time records, to within the nearest quarter of an hour for each time entry for all work performed by the employees of the Consultant under this Contract.

5.3.1 "Records," as referred to in this Contract, shall include without limitation any and all information, materials and data of every kind and character, including, without limitation, documents, recordings, agreements, purchase orders, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the Owner's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Documents. Such records shall include (hard copy, as well as computer-readable data if it can be made available), written policies and procedures; time sheets; payroll registers; expense records; cancelled checks; subconsultant, separate consultant, and subcontractor files; original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); and any other Consultant records which may have a bearing on matters of interest to the Owner in connection with the Consultant's dealings with the Owner

RFQ # _____

Firm's Name _____

(all foregoing hereinafter referred to as "records") to the extent necessary to permit evaluation and verification of: a) the Consultant's compliance with Contract requirements, b) compliance with the Owner's business ethics policies, and c) compliance with provisions for pricing amendments to this Contract and invoices or claims submitted by the Consultant or his payees.

5.3.2 The Consultant shall make it a condition of all subcontracts related to the rendering of professional services under this Contract that any and all subconsultants, separate consultants, and subcontractors will keep accurate records of costs incurred and items billed in connection with their work, and that such records shall be open to audit by the Owner or its authorized representatives during performance of such services and until five (5) years after its completion, in accordance with this Article 5.3 and all related subparagraphs. If the Consultant receives notification of a dispute or the commencement of litigation regarding any services performed for Continuing Service Projects under this Contract within this five-year period, then the Consultant shall notify any and all subconsultants, separate consultants, and subcontractors to continue to maintain all project records in accordance with this Article, and all related subparagraphs, until final resolution of the dispute or litigation or until the expiration of the five-year period, whichever is later

5.3.3 Upon seven (7) calendar days' written notice, from the date of this Contract to the last date described in this Article, the Consultant shall provide to the Owner or its authorized representative(s) all records covered in paragraph 5.3.1 above that are requested by the Owner. If the provided records require further review or support, the Owner and its authorized representative(s) shall be entitled to inspect, examine, review and copy the Consultant's records at the Owner's reasonable expense, with adequate workspace at the Consultant's facilities. Such rights to inspect, examine, review and copy shall extend to the records and documentation of subconsultants, separate consultants, and subcontractors. Failure by the Consultant to supply substantiating records shall be reason to exclude or recover the related costs from amounts which might otherwise be payable by the Owner to the Consultant pursuant to this Contract.

5.3.4 Retention of Documentation. The Consultant shall retain all such records as described in this Article, including without limitation those records identified in subparagraph 5.3.1 above, and any records required under any state or federal rules, regulations or laws respecting audit, for a period of five (5) years after the Owner has made final payment and all services have been performed under this Contract, or for such longer period as may be required by law. If the Consultant receives notification of a dispute or the commencement of litigation regarding any services performed for Continuing Service Projects under this Contract within this five-year period, then the Consultant shall continue to maintain all project records in accordance with this Article, and all related subparagraphs, until final resolution of the dispute or litigation or until the expiration of the five-year period, whichever is later.

5.3.5 This Article 5.3, "Accounting Records and the Owner's Right to Audit," and all related subparagraphs, including all access, inspection, copying, auditing, reimbursement and repayment rights shall survive the termination of this Contract.

RFQ # _____

Firm's Name _____

ARTICLE 6: INSURANCE REQUIREMENTS

- 6.1 Pursuant to Board Policy 8710.01, firms providing "professional services," as defined in the Consultants' Competitive Negotiations Act, that are selected by the School Board to complete construction projects or conduct planning activities that exceed the thresholds stated in F.S. 287.055(3)(a)(1) and 287.017 shall carry and maintain the required insurance during the period they are performing such services and thereafter as stipulated below:

A. Professional Liability Insurance

1. Coverage shall be in limits not less than \$1,000,000.00 per occurrence or an annual aggregate limit of \$3,000,000.00 covering negligent errors, omissions, or acts, with a per occurrence deductible not to exceed \$5,000.00 or five percent (5%) of the estimated professional fee or as approved by the Superintendent. Such coverage shall be maintained for a period of three (3) years after the date of final payment to the architect or engineer. If such insurance is based upon a "claims made" policy, prior to the services being performed, the architect or engineer shall provide to the Board satisfactory proof that extended reporting period coverage is available if the architect or engineer should cancel such coverage within three (3) years after the date of final payment to the architect or engineer. For specific projects, when recommended by the Superintendent, the Board may require higher limits.
2. When in the District's best interest and upon the recommendation of the Superintendent, the architect or engineer may obtain and carry non-cancelable project-specific professional liability insurance during the design and construction of the project and for a three (3) year discovery period thereafter. This insurance shall also provide for the owner's defense, if named with the architect or engineer in any claim covered under the policy.

- B. Commercial General Liability Insurance (including Blanket Contractual Liability and Completed Operations, Explosion, Collapse, and Underground Hazards) in limits of not less than \$1,000,000.00 per occurrence and a \$3,000,000.00 aggregate, with no deductible, covering personal injury, bodily injury, and property damage. The Products and Completed Operations portions of the general liability shall extend for a period of two (2) years after the final acceptance of the project by the District. The policies shall name the District, its Board members, and staff as additional insureds as their interests may appear under this agreement and the insurers shall agree to waive all rights of subrogation against the District and each individual member of the Board and staff. Additional Insured Endorsement CG2026 shall be endorsed naming the Board.

- C. Comprehensive Automobile Liability Insurance (including hired and owned vehicles, if any) in limits of not less than \$1,000,000.00 per occurrence, covering personal injury, bodily injury, and property damage.

- D. Worker's Compensation Insurance in compliance with F.S. Chapter 440 with employer's liability coverage of not less than \$1,000,000.00 per occurrence.
- E. Valuable papers and records insurance in an amount of not less than \$50,000.00 per occurrence, with no deductible, to assure the substantial restoration of any plans, drawings, or other similar data related to the architect's or engineer's services which are in the area, custody, or control of the architect or engineer.
- F. A Letter of Insurability or Certificate of Insurance evidencing that all of the above insurance is in force shall be furnished to the Board before any services are performed, at all renewal times, and shall require written notification to the Board at least thirty (30) days prior to any cancellation, termination, non-renewal, or modification. All insurance shall be with insurers authorized to do business in Florida and shall be rated at least AV by Best's Key Rating Guide. If the architect or engineer fails to provide or otherwise maintain the required insurance, the Board may purchase the insurance and hold the architect or engineer responsible for the cost thereof.
- G. The Superintendent may recommend that the Board enter an agreement with lower limits of coverage when the standard coverage required by this policy may be commercially unavailable for a particular undertaking, or when the amount of the professional fee may not justify the extent of coverage otherwise required by this policy. In such cases, the Superintendent or designee will recommend that the specifications and requirements for the project shall include the modified levels of insurance coverage and limits of liability for the specific project that will waive the standard insurance limits specified in this policy.

ARTICLE 7: CONSULTANT'S REPRESENTATIONS

7.1 Representations. The Consultant hereby represents to the Owner that:

7.1.1 It has the experience and skill to perform the services required to be performed by this Contract. It shall provide and employ, in connection with the performance of such services, personnel qualified and experienced in their profession; it being understood that the Owner's Project Representative may at any time require the Consultant to remove, and the Consultant and shall immediately remove, any person employed in connection with the performance of services under this Contract who in the opinion of the Owner's Project Representative or the Owner is unfit for the proper performance of his/her duties.

RFQ # _____

Firm's Name _____

7.1.2 It shall design to and comply with applicable federal, state, and local laws, rules, regulations and codes, including, without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Contract, and shall, if requested by the Owner, provide certification of compliance with all registration and licensing requirements.

7.1.3 All professional services rendered by the Consultant will be conducted by persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Prior to any services being rendered under this Contract, the Consultant will provide to the Owner's Project Representative Proof of certification for each individual providing services under this Contract.

7.1.4 It shall perform said services in accordance with generally-accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the Owner.

7.1.5 It is adequately financed to meet any financial obligations it may be required to incur under this Contract.

7.1.6 The work product of the Consultant shall not call for the use of, nor infringe any, patent, trademark, service mark, copyright, or other proprietary interest claimed or held by any person or business entity absent prior written consent from the Owner and such other person or business entity.

7.1.7 The work product of the Consultant shall not call for the use of, nor infringe any, patent, trademark, service mark, copyright, or other proprietary interest claimed or held by any person or business entity absent prior written consent from the Owner and such other person or business entity.

7.1.8 The Consultant's services will meet the highest professional standards in preparation of all Construction Documents.

7.2 Errors and Omissions. The Consultant shall be obligated and responsible to the Owner for, and the Consultant shall promptly and forthwith pay to the Owner upon the demand of the Owner, reasonable damages and additional costs and/or expenses in connection with construction of or delay in construction of Continuing Service Projects or otherwise incurred, sustained, and/or paid by the Owner on account of or growing out of: (1) any and all errors and/or omissions made by the Consultant in the preparation of any plans, specifications, drawings and/or other documents pursuant to this Contract and the Continuing Service Project's Scope of Services; and (2) any and all negligent acts or omissions on the part of the Consultant in preparing any plans, specifications, drawings, or other documents or in the performance of any other services under this Contract and the Continuing Service Project's Scope of Services. It is the intent of the parties hereto that the Consultant be held to and accountable for a degree of professionalism that is customary in the industry and commercially reasonable and for accuracy in the performance of the services of the Consultant under this Contract. The Consultant shall promptly advise the Owner in writing when it is aware of any conflicts, error and/or omissions in the Construction documents or defects in construction of the Continuing Service Project. The

Owner will be a third party beneficiary of any subconsultant or subcontractor contract, and all third party contracts will require the same professional error and omissions insurance, and commercial general liability insurance required of the Consultant.

7.3 Indemnity and Hold Harmless. The Consultant shall hold harmless and indemnify the Owner, its agents, and employees from and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses, or expenses of any nature whatsoever arising directly or indirectly from or out of any negligent act or omission of the Consultant, its subconsultants, separate consultants, or subcontractors and their officers, directors, agents, or employees, any failure of the Consultant to perform its services under this Contract in accordance with generally-accepted professional standards, any breach by the Consultant of its obligations and duties to perform under this Contract, any breach of the Consultant's representations made in this Contract, and the failure of performance of any product or service furnished by the Consultant under this Contract. This hold harmless and indemnification provision shall include a duty to defend the Owner and to pay all reasonable attorneys' fees and expenses, including administrative and on appeal, incurred by the Owner in the defense of any matter covered by this provision. This hold harmless and indemnity is made notwithstanding the Owner's ownership of, and rights to, the Original Work Product. The provisions of this paragraph shall survive the termination or expiration of this Contract. The parties acknowledge that the Contract Sum includes \$100.00 to be paid by the Owner to the Consultant as part of the Owner's first payment to the Consultant as consideration for this indemnification. This indemnity shall not be deemed to include matters which may be caused or result from an act or omission of the Owner. Nothing in this Contract shall be interpreted or construed as an agreement on the part of the Owner to indemnify or hold harmless any party, including, but not limited to, the Consultant, its employees, agents, representatives, the Architect, Construction Manager, subconsultants, subcontractors, trade contractors, or all other lower tier contractors (sub-subcontractors). Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Contract is intended to be, nor shall be construed as, an extension of liability beyond the statutory limitations of liability set forth in Section 768.28, Florida Statutes.

7.4 Prohibition against Contingent Fees. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that the Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm other than bona fide employees working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the Owner shall have the right to terminate this Contract without liability and, at its discretion, deduct from the Contract Sum, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

7.5 Conflict of Interest. The Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Continuing Service Project.

RFQ # _____

Firm's Name _____

ARTICLE 8: TERMINATION, SUSPENSION, AND ABANDONMENT

8.1 **Termination.** Either party may terminate this Contract for failure of the other party to substantially perform in accordance with the requirements of this Contract through no fault of the party initiating the termination. Further, the Owner has the absolute right to suspend or terminate this Contract without cause at any time upon thirty (30) days prior written notice to the Consultant.

8.1.1 Notwithstanding anything to the contrary in the preceding paragraph, except in an emergency circumstance, before terminating the Contract for breach, the party who claims the other is in breach or default of the Contract requirements shall serve written notification on the other party that identifies the alleged breach or breaches of the Contract. The party receiving notice shall have thirty (30) days from receipt of notice in which to cure the breach or default before the Contract is terminated.

8.1.2 In the event of an emergency that threatens the safety or security of the assets or personnel of the School District of Indian River County, Florida, or which threatens the safety or security of the students or other third parties, termination may be made immediately upon notice to the Consultant and the Consultant shall immediately vacate the premises. Failure to timely pay an invoice will not be deemed an emergency, but shall instead be governed by the provisions of Florida's Local Government Prompt Payment Act (Sections 218.70-218.80, Florida Statutes).

8.1.3 If the Continuing Service Project is suspended or terminated without cause, the Owner shall pay to the Consultant only that portion of the Contract Sum which has become due and payable to the Consultant under the Contract. In the event that the Contract is suspended or terminated before the Consultant has completed all services under an identified Task, then the Owner shall pay to the Consultant a negotiated fee taking into consideration the percentage of services completed under that Task, with the understanding that no payment made to the Consultant shall exceed the total fee that would have become due and payable to the Consultant had the Task been completed prior to suspension or termination of the Contract.

8.1.4 Upon receipt of a termination notice without cause, the Consultant and the Owner's Project Representative shall meet and determine the work that is necessary to be performed during the 30-day termination notice period. In no event will the Consultant unreasonably or unnecessarily accelerate the work during the 30-day written notice termination period but, in all events, the Consultant shall identify that work which in its professional opinion should be completed to protect the interests of the Owner, including the promotion of an efficient and cost-effective delivery of the Original Work Product. Unless the Owner authorizes the Consultant in writing, the Consultant shall not perform any further services and shall not be entitled to receive payment from the Owner on account of any such services performed during the period of suspension or after termination.

8.2 **Abandonment or Suspension.** If the Owner suspends or abandons the Continuing Service Project, the Owner shall pay all fees and Reimbursable Expenses which have become due and payable to the Consultant pursuant to the related Task Assignment (Exhibit D). The Consultant shall not be entitled to lost profits for uncompleted work. Payment shall be made for that portion of the work that the Consultant completed prior to the abandonment or suspension, and the Owner

shall have no further obligation to the Consultant for the payment of any other fees, unless and until the Continuing Service Project is resumed by the Owner.

8.3 Resumption. If the Owner chooses to resume the Continuing Service Project, the Consultant, at the option of the Owner, shall complete its services under the Task Assignment (Exhibit D), and it shall be entitled to payment of any remaining unpaid fees in accordance with the terms of this Contract to be payable at the times and in the manner specified in this Contract. In no event will any fee or part thereof become due or payable to the Consultant unless and until the Consultant has attained and completed that stage of work where the same would be due and payable under the terms of this Contract. When the Consultant receives a notice from the Owner that the suspension has been canceled, the Consultant shall perform all services remaining under the related Task Assignment and, by amendment to the Task Assignment, it shall be entitled to an extension of time equal to the period of the suspension. If the Continuing Service Project is resumed within 365 days of the date it was abandoned or suspended, the fees payable to the Consultant shall be equal to the amounts due under the Task Assignment not previously paid by the Owner to the Consultant and shall be based on the amounts provided in Unit Labor Rates (Exhibit B). If the Continuing Service Project is resumed more than 365 days after the date of its abandonment or suspension, then, upon the Consultant's written request, the Task Assignment may be amended to reflect any escalation in the cost of equipment, material or labor. Any adjustments to the Contract Sum based on equipment, material, or labor escalations will be negotiated between the Consultant and the Owner's Project Representative, and will be submitted to the Owner for approval of the amendment to the Task Assignment.

ARTICLE 9: SPECIAL PROVISIONS

9.1 Consultants' Competitive Negotiation Act. If the total fee paid to the Consultant exceeds the threshold amount provided in Section 287.017 for CATEGORY FOUR, the following provisions of the CCNA, Section 287.055(5)(a), Florida Statutes, shall apply:

9.1.1 The Consultant shall execute and furnish to the Owner's Project Representative a "Truth-in-Negotiation Certificate," stating the wage rates and other factual unit costs supporting compensation are accurate, complete, and current at the time of executing this Contract and any amendment to this Contract. The original price and any additions thereto shall be adjusted to exclude any significant sums by which the District determines the Contract amount was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs, and that such original Contract adjustments shall be made within one year following the end of the Contract and any amendment to this Contract.

9.1.2 The "Truth-in-Negotiation Certificate" is Exhibit C, Page 29.

9.1.3 The Contract Sum and any additions thereto shall be adjusted to exclude any significant sums by which the Owner determines the Contract Sum was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

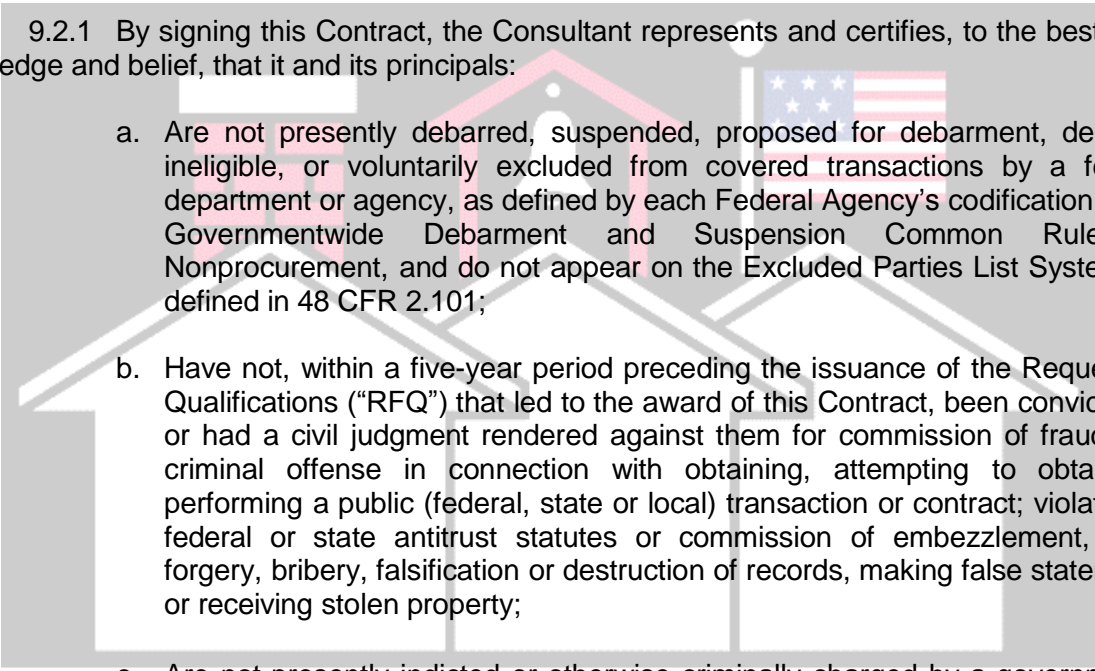
9.2 Public Entity Crime Information Statement and Debarment. Section 287.133(2)(a) of the Florida Statutes states: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a

RFQ # _____

Firm's Name _____

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 the 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 following the date of being placed on the convicted vendor list.”

9.2.1 By signing this Contract, the Consultant represents and certifies, to the best of its knowledge and belief, that it and its principals:

- 
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency, as defined by each Federal Agency’s codification of the Governmentwide Debarment and Suspension Common Rule for Nonprocurement, and do not appear on the Excluded Parties List System, as defined in 48 CFR 2.101;
 - b. Have not, within a five-year period preceding the issuance of the Request for Qualifications (“RFQ”) that led to the award of this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c. Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b);
 - d. Have not, within a five-year period preceding the issuance of the RFQ that led to the award of this Contract, had one or more public transactions (federal, state or local) terminated for cause or default; and
 - e. Are not presently, nor have been within the last three (3) years, listed on the convicted vendor list.

9.2.2 In addition to any other requirements of law, the Consultant shall notify the Owner within 30 days after the occurrence of any of the events, actions, debarments, suspensions, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in paragraphs (a) through (e) above, with respect to the Consultant or its principals.

9.3 Background Check. The Consultant agrees to comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct

RFQ # _____

Firm’s Name _____

contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the Owner. This background screening will be conducted by the Owner in advance of the Consultant or its personnel providing any services under the conditions described in the previous sentence. The Consultant shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Consultant and its personnel. The parties agree that the failure of the Consultant to perform any of the duties described in this section shall constitute a material breach of this Contract entitling the Owner to terminate immediately with no further responsibilities or duties to perform under this Contract. The Consultant agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from the Consultant's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. The Consultant shall require each of the Consultant's subconsultants, separate consultants, and subcontractors on the Continuing Service Projects to agree, in writing, to the provisions of this paragraph.

9.4 Conduct While on School Property. The Consultant acknowledges that its agents, employees and representatives must behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board policies and subject to the discretion of the site administrator or the Owner. It will be considered a breach of this Contract for any agent, employee, or representative of the Consultant to behave in a manner which is inconsistent with good conduct or decorum, or to behave in any manner which will disrupt the educational program or constitute any level of threat to safety, health, and well-being of any student or employee of the Owner. The Consultant agrees to immediately remove any agent, employee, or representative if directed to do so by the site administrator, its designee or the Owner's Project Representative.

9.5 Compliance with Federal Grant Requirements. If made applicable by the use of Federal Grant Funds in the Continuing Service Project or any other requirement as set out below, the Consultant and its subconsultants, separate consultants, and subcontractors shall comply with all applicable Federal rules, regulations and orders, including but not limited to:

- a. Executive Order 11246 of September 24, 1965, entitle "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees.)
- b. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented in Department of Labor regulations (29 CFR part 3).
- c. Davis-Bacon Act (40 U.S.C. 3141 et seq.), as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation.)

RFQ # _____

Firm's Name _____

- d. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.)
- e. All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.)
- f. 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 (Pub. L. 94-163, 89 Stat. 871).

9.6 Public Records Act/Chapter 119 Requirements. The Consultant agrees to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided, by doing the following:

- a. The Consultant and its subconsultants, separate consultants, or subcontractors shall keep and maintain public records that ordinarily and necessarily would be required by the School Board in order to perform the service;
- b. The Consultant and its subconsultants, separate consultants, or subcontractors shall provide the public with access to such public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. The Consultant and its subconsultants, separate consultants, or subcontractors shall ensure that public records that are exempt or that are confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law; and
- d. The Consultant and its subconsultants, separate consultants, or subcontractors shall meet all requirements for retaining public records and transfer to the School Board, at no cost, all public records in possession of the Consultant and its subconsultants, separate consultants, or subcontractors upon termination of the Contract and shall destroy any duplicate public records that are exempt or that are confidential and exempt from the public records disclosure requirements. All records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.

The parties agree that if the Engineer and its subconsultants, separate consultants, or subcontractors fail to comply with the above requirement shall result in the immediate termination of this Contract without penalty to the School Board. Further, the Engineer shall fully indemnify and hold harmless the School Board, its officers, agents and employees from any liability and/or

RFQ # _____

Firm's Name _____

damages, including attorney's fees through any appeals, resulting from Engineer's failure to comply with these requirements.

ARTICLE 10: MISCELLANEOUS PROVISIONS

10.1 Defining Terms. Unless otherwise defined herein, the terms used in this Contract shall have their ordinary and customary meanings as used in the industry.

10.2 Gender. Unless the context clearly indicates to the contrary, pronouns having a neuter, masculine, or feminine gender shall be deemed to include the others.

10.3 Singular and Plural. Unless the context of this Contract otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, the term "including" is not limiting, and the terms "hereof," "hereunder," and similar terms in the Contract Documents refer to the Contract Documents as a whole and not to any particular provision thereof, unless explicitly stated otherwise.

10.4 Computation of Time. All references to any number of days shall mean calendar days unless the term "business days" is specifically included with the reference.

10.5 Captions. The captions used for sections in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or the intent of this Contract or any Article or Section thereof.

10.6 Entire Agreement. This Contract and the Contract Documents incorporated herein by reference constitute the entire and integrated Contract between the parties with respect to the matters covered by this Contract. All prior negotiations, representations, and agreements not incorporated in this Contract are cancelled. This Contract can be modified or amended only by a written document duly-executed by the parties or their duly-appointed representatives.

10.7 Right to Enter Into this Contract. Each party warrants and represents, with respect to itself, that neither the execution of this Contract nor the performance of its obligations under this Contract shall violate any legal requirement, result in or constitute a breach or default under any indenture, contract, or other commitment or restriction to which it is a party or by which it is bound. Each party also warrants and represents, with respect to itself, that the execution of this Contract and the performance of its obligations under this Contract shall not require any consent, vote, or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Contract the full right and authority to enter into this Contract and to perform its obligations under this Contract. Upon written request, each party agrees to supply the other party with evidence of its full right and authority.

10.8 Binding Effect. Each and all of the covenants, terms, provisions, and agreements contained in this Contract shall be binding upon and inure to the benefit of the parties and their respective assigns, successors, subsidiaries, affiliates, holding companies and legal representatives, as allowed in this Contract.

10.9 No Construction Against Drafter. Each of the parties has been represented by legal counsel who have had ample opportunity to, and have, participated in the drafting of this Contract. Therefore, this Contract shall not be construed more favorably or unfavorably against any party.

10.10 Further Assurances. The parties agree to execute any and all further instruments and documents, and take all such action as may be reasonably required by any party to effectuate the terms and provisions of this Contract and the transactions contemplated in this Contract.

10.11 Severability. In the event any of the provisions of this Contract are determined by a court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Contract, and the remainder of this Contract shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision shall materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Contract in its entirety.

10.12 Waiver. No consent or waiver, express or implied, by either party to this Contract to or of any breach or default by another in the performance of any obligations shall be deemed or construed to be consent or waiver to or of any other breach or default by that party. Except as otherwise provided in this Contract, failure on the part of any party to complain of any act or failure to act by another party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of that party.

10.13 Cumulative Remedies. All rights, powers, remedies, benefits, and privileges available under any provision of this Contract to any party is in addition to and cumulative of any and all rights, powers, remedies, benefits, and privileges available to such party under all other provisions of this Contract, at law or in equity.

10.14 No Partnership or Joint Venture. It is understood and agreed that nothing contained in this Contract shall be deemed or construed as creating a partnership or joint venture between the Owner and the Consultant or any other party, or cause either party to be responsible in any way for the debts and obligations of the other party.

10.15 Third-Party Beneficiaries. This Contract has been made and entered into for the sole protection and benefit of the Owner and the Consultant, and their respective successors, and no other person or entity shall have any right or action under this Contract against either the Owner or the Consultant.

10.16 No Assignment. This Contract is for the personal services of the Consultant and it may not be assigned by the Consultant in any manner, whether by operation of law, or by any conveyance, including without limitation, transfer of stock in the Consultant firm, without the prior written consent of the Owner. The Owner may withhold its written consent in its sole discretion.

10.17 Owner Transfer of Interest. If the Owner conveys its interest in the Continuing Service Projects to a third party, any rights which the Owner may have against the Consultant arising from or in connection with this Contract shall automatically transfer to such third party without the necessity of a written document or consent from the Consultant.

RFQ # _____

Firm's Name _____

10.18 Dispute Resolution. Prior to initiating any litigation related to this Contract, the parties agree to submit the dispute to nonbinding mediation by a mediator who is certified in Florida in an effort to resolve disputes in an expedient manner. Each party shall bear their own attorneys' fees and the costs incurred by such mediation.

10.19 Governing Law and Venue. This Contract shall be governed by and construed under the laws of the State of Florida. Except for a suit in Federal Court, Indian River County, Florida, shall be the proper place of venue for all suits to enforce this Contract. Any legal proceedings arising out of or in connection with this Contract shall be brought in the Circuit Courts of INDIAN RIVER County, Florida, or, if appropriate, the United States District Court for the Southern District of Florida. Notwithstanding any other provision of the Contract Documents, the Owner does not agree to, nor shall the parties, arbitrate in any matter whatsoever any issue arising out of this Contract, the Contract Documents, or the performance thereof. The Owner does not agree to pay attorneys' fees to the prevailing party in connection with any dispute arising out of this Contract or the Contract Documents.

10.20 Waiver of Jury Trial. The parties expressly waive the right to a jury trial for any claims or disputes arising out of, and in connection with, this Contract and the performance of services in accordance with the Contract Documents.

10.21 No Waiver of Sovereign Immunity. Nothing in this Contract is intended to serve, nor should be construed, as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Agreement is intended to be, nor shall be construed as, an extension of liability beyond the statutory limitations of liability set forth in Section 768.28, Florida Statutes.

10.22 Limitation of Liability. The Owner shall be liable, if at all, only to the extent of its interest in the Continuing Service Project, and no officer, director, partner, agent or employee of the Owner shall ever be personally or individually liable with respect to this Contract or the performance of services under this Contract. Any subcontract entered into by the Consultant shall include the foregoing limitation of liability, which shall be effective in the event the Owner ever succeeds to the Consultant's rights and obligations under a subcontract.

10.23 Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, sexual orientation, or national or ethnic origin.

10.24 Approvals. Whenever any review or approval is required by any party, such party agrees that such review or approval shall be promptly and expeditiously prosecuted to conclusion.

10.25 Force Majeure. With regard to performance under this Contract, a party shall not be deemed to be in default of this Contract, or have failed to comply with any term or conditions of this Contract, if, for reasons beyond the parties reasonable control, including, without limitation acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, easements, permits or other compliance with applicable laws, rules and regulations, such performance is not reasonably possible within such

RFQ # _____

Firm's Name _____

time periods. In the event that any such reasons or conditions occur making performance not reasonably possible within the time periods set forth in this Contract, then the time for such performance shall be extended until removal of such reasons beyond the parties reasonable control, provided that the party commences such performance as soon as reasonably possible thereafter and diligently pursues such performance.

10.26 Evaluations. The Consultant will be evaluated by the Owner's Project Representative during the Contract Term at intervals established by the Chief Facilities Officer and at the end of each assigned Continuing Service Project. The evaluation results may be considered in measuring the Consultant's past performance and may be included in the review process for future solicitations for the consultant services. A copy of the evaluation(s) will be provided to the Consultant upon request.

10.27 Notices. All notices shall be in writing, and all payments shall be by check, and may be served by (a) depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or certified with return receipt requested, (b) transmitting by facsimile to the numbers set forth below for each party, or (c) delivering the same in person to such party by (i) personal delivery or (ii) overnight courier. Notice deposited in the mail shall be deemed to have been given on the third day next following the date postmarked on the envelope containing such notice, or when actually received, whichever is earlier. Notice given in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties shall be sent to or delivered at the addresses or facsimile numbers set forth below:

Owner: School Board of Indian River County, FL
Attn: Superintendent, Mark J. Rendell, Ed.D
6500 57th Street
Vero Beach, FL 32967

Consultant: Firm Name _____
Contact Name _____
Address _____
Telephone: _____
Fax: _____

By giving the other party at least 15 days written notice, each party shall have the right to change its address and specify as its new address any other address in the United States of America.

RFQ # _____

Firm's Name _____

IN WITNESS WHEREOF, the above parties have executed this instrument by their undersigned representatives pursuant to the authority of their governing bodies as of the approval date set forth in this Contract.

		<u>The School Board of Indian River County</u>	
By:	_____	_____	_____
	Name of Firm		
	_____	_____	_____
	Signature	Signature of Chairman	
	_____	_____	_____
	Printed Name	Typed/Printed Name of Chairman	
_____	_____	_____	
Date	Date		
_____	_____	_____	_____
Address	6500 57 th Street		
_____	Vero Beach, FL 32967		

_____	Telephone		
_____	Fax		
_____	Email		
_____	FEIN		
_____	SS# Individual		

RFQ # _____

Firm's Name _____

THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA
CONTINUING SERVICE CONTRACT FOR CIVIL ENGINEERING SERVICES

EXHIBIT A

DESCRIPTION OF SERVICES

The Consultant shall provide the School Board of Indian River County with Civil Engineering Services for Projects Valued Less than \$2,000,000.00 and for Studies when Professional Service Fees do not exceed \$200,000.00. Anticipated services may include, but not be limited to the following:

The scope of work will be identified on a project basis and will vary depending on project needs. The scope may involve all phases of project development and may include and not be limited to the following:

1. Preliminary Services

- a. Confirm School District's goals and objectives through meetings/workshops.
- b. Conduct field survey to evaluate non-concealed conditions and concealed conditions to fullest extent possible without performing destructive activities.
- c. Prepare site plans in latest version of AutoCAD, preliminary layouts, estimates of probable costs and alternatives as requested.
- d. Support School Board in obtaining geotechnical services and survey services necessary for the required scope of work. In some cases survey may be provided by the School Board.
- e. Review existing plans and/or As-Built Documents archived by School Board.
- f. Review maintenance logs and interview appropriate School Board staff.
- g. Prepare engineering and/or architectural details and calculations.
- h. Present alternatives and provide recommendations and analyses of the advantages and/or disadvantages of each.
- i. Deliverables as identified by individual task orders.

2. Schematic Design through Construction Documents

- a. Prepare engineering/architectural designs, calculations, plans, specifications, cost estimate and contract bidding documents in compliance with the most recent edition of the School Board Design Criteria.
- b. Prepare Specifications and general provisions in Microsoft Word fully coordinated with the School District Design Criteria, Owner/Contractor Contract and related Bid/Front End Documents to be utilized bidding and construction.
- c. Undertake coordination with local ordinances municipal agreements/requirements, and authorities having jurisdiction over project.
- d. Further develop field survey documentation to evaluate non-concealed conditions and concealed conditions to fullest extent possible without performing destructive activities.
- e. The School Board shall typically review the work product and Construction Documents at the preliminary stage, sixty percent (60%); ninety percent (90%) and final stage, or as specified by specific task order or as is deemed necessary by the School Board.
- f. All project calculations, supporting/reference information, correspondence, photos, Microsoft Office files, etc. shall be provided to School Board with the final submittal or upon request.
- g. Drawings shall be prepared in standard engineering/architectural scale using the latest version of AutoCAD or as directed by the School Board.
- h. Coordinate phasing delineations and requirements with Construction Manager/Contractor.

RFQ # _____

Firm's Name _____

- i. Work with Construction Manager/Contractor to develop schematic phase, design development phase and Final Construction Document phase Opinions of Construction Value.
- j. All project AutoCAD files (i.e. drawing, x-refs, blocks, fonts, pen styles, etc.) shall be provided to the School Board on CD, DVD format or via email at the discretion of the School Board.
- k. Deliverables at each phase as identified by individual task orders.

3. Permits

- a. Assist the School Board in obtaining necessary approvals and permits as required.
- b. Deliverables as identified by individual task orders.

4. Bidding Construction Documents

- a. Assist the School Board in answering bidder's questions, attend pre-bid conferences, job walks, and perform constructability review of own plans and specifications at the discretion of School Board Staff.
- b. Develop addenda to address required changes to bid documents.
- c. Assist Owner/Construction Manager with bid review and recommendation for contract awards.

5. Construction Administration

- a. Attend pre-construction meeting and project progress meetings at the discretion of School Board staff.
- b. Assist the School Board and Construction Manager/Contract Administrator with interpretation of plans and specifications, analysis of changed conditions, development of corrective action, review of shop drawings and provide "peer review" of other submittals at the discretion of School Board Staff.
- c. Provide periodic problem solving.
- d. Provide periodic construction observations/inspections.
- e. Review and approve Contractor Application for Payment
- f. Develop substantial completion punch list.
- g. Perform final inspection and punch list completion verification.
- h. Assist owner with obtaining and review all project closeout documentation.
- i. Undertake post-occupancy warranty walk through at time frame identified by owner.

Project scopes may include activities and tasks relating to new and existing site improvements and modifications for projects entailing new construction, remodeling, renovation, playgrounds, storm water, utilities, bus/vehicle ramps and circulation, life safety, fire access, and maintenance/repair projects.

RFQ # _____

Firm's Name _____

THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA
**CONTINUING SERVICE CONTRACT FOR CIVIL ENGINEERING
SERVICES EXHIBIT B**

UNIT LABOR RATES

The Consultant shall list all Unit Labor Rates to be referred to when proposing services for each Continuing Service Project assigned by the School Board of Indian River County, Florida. The Unit Labor Rates shall include, but not be limited to, services required to support the Scope of Services identified in Exhibit A and shall correspond with the detailed Tasks set forth in Exhibit D – Task Assignment.

Fees for Basic Services and, when approved in writing by the Owner's Project Representative, for Additional Services shall be inclusive of all overhead of the Consultant, and shall be reimbursed at the following hourly rates:

Title

Hourly Rate

The hourly rate(s) for other professional services, required by the use of subconsultants, separate consultants or subcontractors will be negotiated at the time a proposal for such service is required and submitted for approval. Subconsultants, separate consultants or subcontractors are required to provide the same level of detail in their proposals as described in this Contract.

RFQ # _____

Firm's Name _____

THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA
CONTINUING SERVICE CONTRACT FOR CIVIL ENGINEERING SERVICES

EXHIBIT C
TRUTH-IN-NEGOTIATION CERTIFICATE

The wage rates and other factual unit costs supporting the compensation under the Contract between the **School Board of Indian River County, Florida** and _____ dated, 20__ are accurate, complete and current as of the time of entering into the Contract. This Certificate is executed in Compliance with Section 287.055 (5) (a) of the Florida Statutes. DATED this _____ day of, 20__.

By: _____ (affiant's signature)

STATE OF FLORIDA)

ss:

COUNTY OF INDIAN RIVER) BEFORE ME, the undersigned authority, personally appeared

(Name of affiant and title)

of _____ who, after first being duly
(Name of Consultant)

sworn, deposes and says that the foregoing Truth-In-Negotiation Certificate is true and correct to the best of his/her knowledge, information and belief.

SWORN TO AND SUBSCRIBED before me on this __ day of, 20__

By: _____ [name of affiant].

He/she is personally known to me_; or has produced

_____ as identification.

NOTARY'S SIGNATURE AND SEAL

Type or Print Name

COMMISSION SEAL/NUMBER

RFQ # _____

Firm's Name _____

THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA
CONTINUING SERVICE CONTRACT FOR CIVIL ENGINEERING SERVICES

EXHIBIT D

TASK ASSIGNMENT

I. PURPOSE

This is a Task Assignment to the **Continuing Service Contract for Civil Engineering Services** dated _____, 20 _____ between the **School Board of Indian River County, Florida** and _____ (Consultant), and is hereby made a part thereof. The purpose of this Task Assignment is to specify the required services of the Consultant to provide Civil Engineering Services when and as authorized by the Owner's Project Representative, when deemed necessary.

II. PROJECT/LOCATION

Project Name _____. Performance of services will be for _____ located at _____, Florida .

III. PROJECT CONSTRUCTION BUDGET

The Project Construction Budget as defined in Article 4.1 of the Contract is \$ _____

IV. METHOD OF COMPENSATION

The Consultant shall provide to the Owner's Project Representative a written proposal with a total not-to-exceed cost for services, to include a detailed breakdown of material and labor required to complete the Scope of Services detailed in this Task Assignment. All labor and material costs for each Continuing Service Project shall be complete and detailed, and shall include and identify, without limitation, the number of hours of work by title and responsibility of the workers/professionals performing the services, while adhering to the Unit Labor Rates in Exhibit B to this Continuing Service Contract.

- A. Fees.** Compensation for all services, material, supplies, training and any other items or requirements necessary to complete the work shall be governed by the terms and conditions of the Contract Documents. For this Continuing Service Project, the Consultant

RFQ # _____

Firm's Name _____

shall be paid a total not-to-exceed fee of Dollars (\$0.00) payable at the rates set forth in Exhibit B to this Continuing Service Contract and based on the Schedule of Progress Payments listed below. This total-not-to-exceed fee shall include Dollars (\$0.00) for Basic Services and an additional Dollars (\$0.00) for reimbursable expenses, as set forth in subparagraph B below. At no time shall fees exceed the amount of compensation set forth in this paragraph without a written and executed amendment to this Task Assignment or the Continuing Service Contract.

B. Schedule of Progress Payments.

(Sample Only- The Schedule of Progress Payments is to be negotiated)

- a. **Task 1-** Design Development- \$ _____
- b. **Task 2-** Construction Documents- \$ _____
- c. **Task 3-** Permitting and Bidding- \$ _____
- d. **Task 4-** Construction Administration- \$ _____
- e. **Task 5-** Project Closeout- \$ _____
- f. Reimbursable Expenses- \$ _____

- C. Reimbursable Expenses.** Reimbursable Expenses are in addition to compensation for Basic Services and Additional Services, if any, and include expenses incurred by the Consultant and the Consultant's employees. The reimbursable dollar amount is a not-to-exceed lump sum dollar allowance to cover printing costs, permitting, investigations, other costs associated with administering the Continuing Service Project, and for any additional the Owner requested design modifications not covered in the Scope of Services set forth in Exhibit A. To the extent that travel expenses constitute a Reimbursable Expense under the Contract, all expenses related to travel, including, without limitation, train tickets, mileage, and airfare, shall be subject to all laws, policies, and guidelines for the State of Florida, and shall be subject to the eligibility requirements and monetary limitations of this Contract. For the purpose of this Contract, the Consultant, including, without limitation, its subconsultants, separate consultants, subcontractors, agents, employees or representatives shall be deemed to be limited to the same extent as a School Board employee by the affirmations, laws, regulations, and rules that govern eligibility for travel reimbursement and amount of reimbursement.

V. SCOPE OF SERVICES

The Consultant's proposal, attached to this Task Assignment as Attachment 1, shall include a detailed Scope of Services specific to this Task Assignment. If the Scope of Services is precisely and correctly detailed in the Consultant's proposal, and the parties will rely on that description, then the description of the Scope of Services to be performed contained in the Consultant's attached proposal shall be deemed to be incorporated in this Task Assignment and made a part of this Contract.

RFQ # _____

Firm's Name _____

VI. TASKS

The Consultant's proposal shall include a detailed description of each Task to be completed under this task Assignment. If the Tasks are precisely and correctly detailed in the Consultant's proposal, and the parties will rely on that description, then the Tasks to be performed contained in the Consultant's attached proposal shall be deemed to be incorporated in this Task Assignment and made a part of this Contract.

VII. CONSULTANT'S PROJECT SCHEDULE

This Task Assignment shall commence upon receipt of a Purchase Order, fully executed Task Assignment, and Notice to Proceed issued by the Owner and shall continue until the Scope of Services is completed in accordance with the Contract Documents and has been accepted by the Owner's Project Representative, and the Owner has approved final payment to the Consultant. The projected date for completion of services, per the Consultant's Project Schedule, is ~~xx/xx/xxxx~~. The Consultant shall maintain the Consultant's Project Schedule based on the Schedule Milestones listed in Article 4.2.1 of the Contract, and as agreed-upon by the Consultant and Owner for this Continuing Service Project, which is attached to this Task Assignment as Attachment 1 (Consultant's Proposal). If the Consultant's Project Schedule is altered due to unforeseen delays, then the Consultant shall notify the Owner's Project Representative immediately in writing. Any extension to the Consultant's Project Schedule shall be negotiated, agreed-upon, and confirmed by a duly-executed written amendment to the Task Assignment signed by the Consultant and the Chief Facilities Officer, or higher authority, on behalf of the Owner. Failure to meet the scheduled completion date for the services to be rendered under this Contract may be grounds for termination for default. The inclusion of a projected or scheduled completion date is not intended to be, nor shall be construed as, an expiration date for this Task Assignment, and the Consultant shall be bound by the terms of the Contract and this Task Assignment until satisfactory completion of all required services in accordance with the Contract Documents.

VIII. WARRANTY

In addition to the representations set forth in Article 7 of the Contract, the Consultant warrants that the services identified in this Task Assignment will be performed with reasonable care in a diligent and competent manner and in accordance with generally-accepted professional standards. By this warranty, the Consultant agrees, and is obligated, to correct any services or deliverables provided that are not in conformance with the Contract Documents. If the Consultant cannot correct the non-conformance, the Consultant will refund to the Owner the amount paid to the Consultant for the portion of the services or deliverables that does not conform to this warranty and the Contract Documents. Pursuant to this warranty, the Owner will give the Consultant written notice within thirty (30) days after the nonconforming services are performed or, if applicable, the nonconforming deliverables are delivered. The notice will specify and detail the non-conformance and will designate a reasonable amount of time for the Consultant to correct the nonconformance, based on its severity and complexity. The Consultant does not warrant, and is not responsible for, any third-party products or services unless such third party is the Consultant's subconsultant, separate consultant, subcontractor, agent or affiliate.

RFQ # _____

Firm's Name _____

IX. CONSULTANT'S PROJECT TEAM MEMBERS

The Consultant shall provide the name, title, and responsibility for each of the Consultant's and subconsultants', separate consultants' or subcontractors' employees proposed to complete the Scope of Services and Tasks identified in this Task Assignment.

All personnel listed in this Task Assignment or on the Consultant's attached proposal (Attachment 1) must be cleared before entering School Board property, pursuant to Sections 1012.465 and 1012.467, Florida Statutes. The Consultant's Project Team Members must cooperate with school personnel to provide suitable identification to demonstrate the prior approval of the Human Resource Department before entering any campus.

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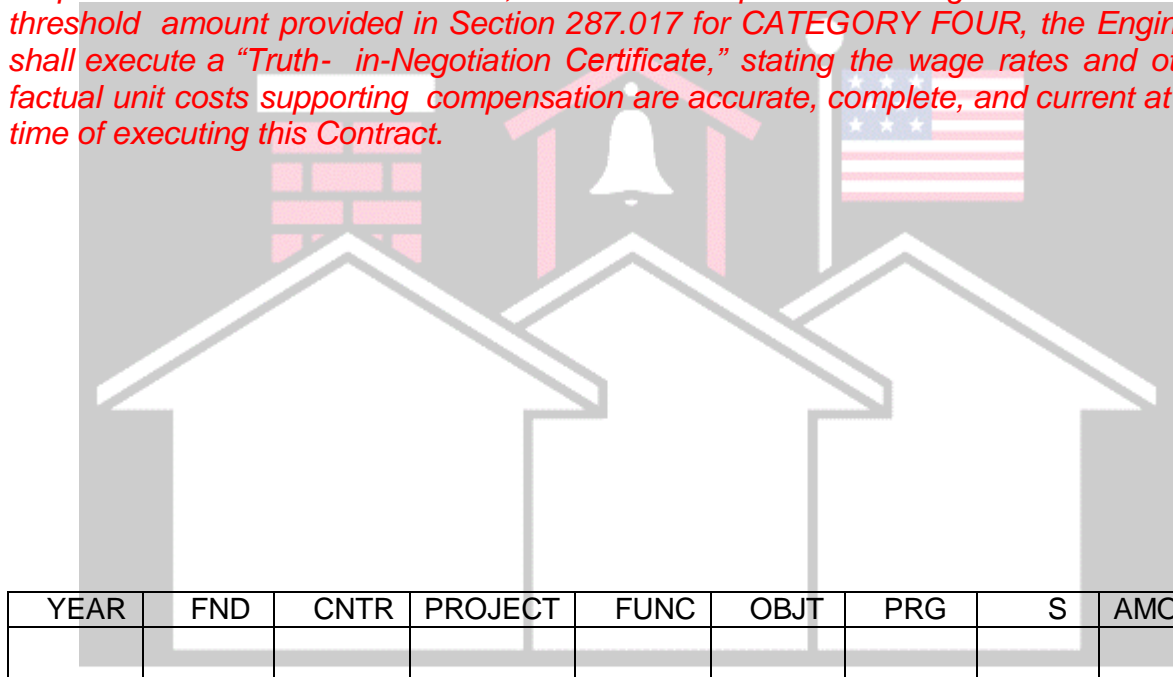
RFQ # _____

Firm's Name _____

IN WITNESS WHEREOF, the above parties have executed this instrument by their undersigned representatives pursuant to the authority of their governing bodies as of the approval date set forth in this Task Assignment.

(Insert appropriate signature block based on cost of Work to be completed.)

As per Article 10.1 of the Contract, if the total fee paid to the Engineer exceeds the threshold amount provided in Section 287.017 for CATEGORY FOUR, the Engineer shall execute a "Truth- in-Negotiation Certificate," stating the wage rates and other factual unit costs supporting compensation are accurate, complete, and current at the time of executing this Contract.



YEAR	FND	CNTR	PROJECT	FUNC	OBJT	PRG	S	AMOUNT

Send required insurance certificates to the Purchasing Department.

New Vendors: Send completed Vendor Certification, W-9, and Vendor Information Forms to the Accounts Payable Department.

Consultant Contact Name: _____

Email Address: _____

Phone Number: _____

Fax Number: _____

RFQ # _____

Firm's Name _____

ARCHITECT-ENGINEER QUALIFICATIONS

OMB No.: 9000-0157
Expires: 11/30/2017

PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average 29 hours (25 hours for part 1 and 4 hours for Part 2) per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0157, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of

pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)".) Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for This Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in This Contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number Self-explanatory.

24. Brief Description of Project and Relevance to This Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with This Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in This Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mech. Engineer	X	X	X	X						
Tara C. Donovan	Chief Elec. Engineer	X	X		X						

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport RI

Part II - General Qualifications

See the " **General Instructions** " on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. DUNS Number. Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number. See FAR Part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR Part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was

effective and the associated DUNS Number. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines (Function Codes)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (Profile Codes)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Nav aids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
		E13	Environmental Testing and Analysis
B01	Barracks; Dormitories		
B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
		F02	Field Houses; Gyms; Stadiums
C01	Cartography	F03	Fire Protection
C02	Cemeteries (<i>Planning & Relocation</i>)	F04	Fisheries; Fish ladders
C03	Charting: Nautical and Aeronautical	F05	Forensic Engineering
C04	Chemical Processing & Storage	F06	Forestry & Forest products
C05	Child Care/Development Facilities		
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C07	Coastal Engineering	G02	Gas Systems (Propane; Natural, Etc.)
C08	Codes; Standards; Ordinances	G03	Geodetic Surveying: Ground and Air-borne
C09	Cold Storage; Refrigeration and Fast Freeze	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C10	Commercial Building (<i>low rise</i>) ; Shopping Centers		
C11	Community Facilities	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C12	Communications Systems; TV; Microwave		
C13	Computer Facilities; Computer Service	G06	Graphic Design
C14	Conservation and Resource Management		
C15	Construction Management	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C16	Construction Surveying	H02	Hazardous Materials Handling and Storage
C17	Corrosion Control; Cathodic Protection; Electrolysis	H03	Hazardous, Toxic, Radioactive Waste Remediation
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting		
C19	Cryogenic Facilities	H04	Heating; Ventilating; Air Conditioning
		H05	Health Systems Planning
D01	Dams (<i>Concrete; Arch</i>)	H06	Highrise; Air-Rights-Type Buildings
D02	Dams (<i>Earth; Rock</i>); Dikes; Levees	H07	Highways; Streets; Airfield Paving; Parking Lots
D03	Desalinization (<i>Process & Facilities</i>)		
D04	Design-Build - Preparation of Requests for Proposals	H08	Historical Preservation
D05	Digital Elevation and Terrain Model Development	H09	Hospital & Medical Facilities
D06	Digital Orthophotography	H10	Hotels; Motels
D07	Dining Halls; Clubs; Restaurants	H11	Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>)
D08	Dredging Studies and Design	H12	Hydraulics & Pneumatics
		H13	Hydrographic Surveying

List of Experience Categories (Profile Codes)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage	R01	Radar; Sonar; Radio & Radar Telescopes
J01	Judicial and Courtroom Facilities	R02	Radio Frequency Systems & Shieldings
L01	Laboratories; Medical Research Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (Parks, Marinas, Etc.)
L03	Landscape Architecture	R05	Refrigeration Plants/Systems
L04	Libraries; Museums; Galleries	R06	Rehabilitation (Buildings; Structures; Facilities)
L05	Lighting (Interior; Display; Theater, Etc.)	R07	Remote Sensing
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R08	Research Facilities
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M03	Metallurgy	R11	Rivers; Canals; Waterways; Flood Control
M04	Microclimatology; Tropical Engineering	R12	Roofing
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA Studies
M06	Mining & Mineralogy	S02	Security Systems; Intruder & Smoke Detection
M07	Missile Facilities (Silos; Fuels; Transport)	S03	Seismic Designs & Studies
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S04	Sewage Collection, Treatment and Disposal
N01	Naval Architecture; Off-Shore Platforms	S05	Soils & Geologic Studies; Foundations
N02	Navigation Structures; Locks	S06	Solar Energy Utilization
N03	Nuclear Facilities; Nuclear Shielding	S07	Solid Wastes; Incineration; Landfill
O01	Office Buildings; Industrial Parks	S08	Special Environments; Clean Rooms, Etc.
O02	Oceanographic Engineering	S09	Structural Design; Special Structures
O03	Ordnance; Munitions; Special Weapons	S10	Surveying; Platting; Mapping; Flood Plain Studies
P01	Petroleum Exploration; Refining	S11	Sustainable Design
P02	Petroleum and Fuel (Storage and Distribution)	S12	Swimming Pools
P03	Photogrammetry	S13	Storm Water Handling & Facilities
P04	Pipelines (Cross-Country - Liquid & Gas)	T01	Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>)
P05	Planning (Community, Regional, Areawide and State)	T02	Testing & Inspection Services
P06	Planning (Site, Installation, and Project)	T03	Traffic & Transportation Engineering
P07	Plumbing & Piping Design	T04	Topographic Surveying and Mapping
P08	Prisons & Correctional Facilities	T05	Towers (<i>Self-Supporting & Guyed Systems</i>)
		T06	Tunnels & Subways

List of Experience Categories (Profile Codes)

Code	Description
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

List of Experience Categories (Profile Codes)

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	PARTNER	SUBCON-TRACTOR			
a.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☐ *(Attached)*

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
15. FIRM NAME AND LOCATION <i>(City and State)</i>			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		
		<input type="checkbox"/> Check if project performed with current firm	
b.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		
		<input type="checkbox"/> Check if project performed with current firm	
c.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		
		<input type="checkbox"/> Check if project performed with current firm	
d.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		
		<input type="checkbox"/> Check if project performed with current firm	
	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/>	

e.	(3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE	Check if project performed with current firm
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F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION <i>(If applicable)</i>	
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
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[illegible]

20. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1		6	
2		7	
3		8	
4		9	
5		10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

1. SOLICITATION NUMBER (If any)

(If a firm has branch offices, complete for each specific branch office seeking work.)

[illegible]

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work		1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work		2. \$100,00 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work		3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

The foregoing is a statement of facts.

a. SIGNATURE	b. DATE
c. NAME AND TITLE	



Please note: a GPS does not provide accurate directions to this address. Please follow these directions:

I-95

Coming from the north I-95

Exit 156 at Fellsmere (SR 512) and travel east

Turn right on SR 510

Travel several miles and turn right on 66th Avenue

Turn left on 57th Street

Turn left on 62nd Avenue and travel to the end of the road. Our complex is on the left. The 3rd driveway is the visitor's entrance. The front door is by the flag.

Coming from the south I-95

Exit 147 Vero Beach (State Road 60) and travel east.

Turn left on 66th Avenue

Travel north and turn right on 57th Street.

Turn left on 62nd Avenue and travel to the end of the road. Our complex is on the left. The 3rd driveway is the visitor's entrance. The front door is by the flag.

US1

Turn west on 53rd Street.

Turn right on 58th Avenue (Kings Highway).

Left on 57th Street

Right on 62nd Avenue and travel to the end. Our complex is on the left. The 3rd driveway is for visitors. Front door by flag.

Storm Grove Middle School is directly south of our complex. If you would like to use their address for mapping purposes their address is 6400 57th Street, Vero Beach FL 32967.