

DRAFT AIA[®] Document B101[™] - 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 4th day of February in the year 2021
(In words, indicate day, month and year.)

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

Leon County Research and Development Authority ("LCRDA")
2051 E. Paul Dirac Drive, Suite 100
Tallahassee, FL 32310

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

Architects Lewis + Whitlock, PA ("ALW")
206 W. Virginia Street
Tallahassee, FL 32301

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

North Florida Innovation Labs
1729 W. Paul Dirac Drive
Tallahassee, FL 32310

3.51 acres +/- located within Innovation Park of Tallahassee. The building size will vary in length from 170 ft – 250 ft wide, with a depth of approx. 165 ft for the main office / lab areas. The building will have offices, collaboration space, wet and dry labs, prototyping labs with specialized shared equipment, restrooms, kitchen, conference rooms, welcome entryway, and a secure service / loading area. Approx. 120 parking and 4-5 handicap spaces, sidewalks leading to the entryway will be installed and a proposed entrance plaza with space for outdoor meetings/engagements, and product launches. The remaining space is for a secured service or office/lab area.

The Owner and Architect agree as follows.

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

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

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Basic program requirements are as stated in Exhibit 1 – RFQ for Architectural Services ("RFQ"). Building Program development included as supplemental services scope included in this agreement (See Exhibit 2).

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

See Exhibit 1 – RFQ for Architectural Services

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

(Provide total and, if known, a line item breakdown.)

Building Construction:	\$12,894,720
Site Construction:	1,226,851
Total:	\$14,121,571

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

See Exhibit 5 – Project Schedule

.2 Construction commencement date:

March 17, 2022 or earlier

.3 Substantial Completion date or dates:

30 months from Construction commencement date or earlier

.4 Other milestone dates:

See Exhibit 5, Project Schedule

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None

§ 1.1.6.1 Deleted § 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Ron Miller, Executive Director
LCRDA
2051 E. Paul Dirac Drive, Suite 100
Tallahassee, FL 32310
rmiller@inn-park.com

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

Asa R. Williams, E.I., Civil Engineer/Project Manager
U.S. Department of Commerce
Economic Development Administration
Atlanta Regional Office
401 West Peachtree Street, N.W., Suite 1820
Atlanta, Georgia 30308-3510
awilliams@eda.gov

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

None

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Camden Whitlock, Principal
206 W. Virginia St
Tallahassee, FL 32312
cwhitlock@think3d.net

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Bliss & Nyitray, Inc. (BNI)
227 N. Bronough St, Ste 7300
Tallahassee, FL 32301

.2 Mechanical/Fire Protection/Plumbing/Electrical Engineer:

Affiliated Engineers SE, Inc. (AEI)
12921 SW 1st Road
Gainesville, FL 32669

.3 Lab Planning Consultant
RS&H, Inc.
10748 Deerwood Park Blvd South
Jacksonville, FL 32256

§ 1.1.11.2 Consultants retained under Supplemental Services:

1. Geotechnical Engineer

Environmental and Geotechnical Specialists, Inc. (EGS)
104 N. Magnolia Drive
Tallahassee, FL 32301

2. Civil Engineering and Surveying

Poole Engineering and Surveying, Inc.
2145 Delta Boulevard, Ste 100
Tallahassee, FL 32303

3. Landscape Architect

Tullo Planning Group
1029 Barracuda Drive
Panama City Beach, FL 32411

4. Two-way Radio Testing

H2 Engineering, Inc.
114 East 5th Avenue
Tallahassee, FL 32303

§ 1.1.12 Other Initial Information on which the Agreement is based:

See Exhibit 1 – RFQ for Architectural Services

§ 1.2 The Owner and Architect may reasonably rely on the Initial Information, subject to verification by Architect in accordance with its applicable standard of care set out in Section 2.2. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect may appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation, if there is a direct impact on the delivery of services or services to be provided. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Deleted

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

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

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

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

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

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

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

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Deleted.

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

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

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

§ 2.5.9 The Architect shall comply with all insurance requirements as specified in Exhibit B of the RFQ. The insurance requirements of the RFQ shall supersede the insurance requirements of this agreement.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to reasonably rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

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

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

§ 3.2 Schematic Design Phase Services

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any

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

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

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

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

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

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

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.4 Construction Documents Phase Services

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

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding or Contract Documents permit substitutions, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

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

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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

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

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the

approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to reasonably rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Not provided
§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Not provided
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13 On-site project representation	Architect
§ 4.1.1.14 Conformed documents for construction	Not provided
§ 4.1.1.15 As-designed record drawings	Not provided
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not provided
§ 4.1.1.21 Telecommunications/data design	Architect

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.22 Security evaluation and planning	Not provided
§ 4.1.1.23 Commissioning	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	See Exhibit 2
§ 4.1.1.30 Other Supplemental Services	Not provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)

See Exhibit 2 – Supplemental Services

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

(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

None

§ 4.1.3 Deleted

§ 4.2 Architect’s Additional Services

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

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

- .1 Services necessitated by a material change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;

- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients except as required by the EDA;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Deleted;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto, or Architect's work is implicated in the claim;
- .9 Deleted ;
- .10 Consultation concerning replacement of Work resulting from fire or other force majeure event during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

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

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

- .1 **three (3)** reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 **twenty (20)** visits to the site by the Architect during construction
- .3 **two (2)** inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 **two (2)** inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within **thirty-eight (38)** months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs.

The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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

§ 5.4 Deleted.

§ 5.5 Deleted.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 Deleted. .

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the

Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official

regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

§ 7.6 Indemnification. Architect shall indemnify, defend, and hold harmless Owner, at Architect's sole expense, against any claim, demand, loss, suit, or proceeding against Owner resulting solely from, relating to or arising solely out of a claim against Owner that the Architect's Instruments of Service infringe, contribute to the infringement of, or misappropriate any intellectual property rights of a third party. Architect's obligation to indemnify Owner includes, without limitation, payment of any reasonable costs and expenses incurred by Owner in connection therewith, including, without limitation, reasonably attorneys' fees, expenses, and damages awarded to third parties.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction but only to the limits of compensation actually received by the claiming party from the carrier. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement, except up to the full limits of insurance coverage required by this Agreement. This mutual waiver, as limited above, is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

§ 8.1.4 The Architect shall indemnify and hold harmless the Owner and Owner's board members, officers, and employees harmless from and against damages, losses, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement.

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

Litigation in a court of competent jurisdiction

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred prior to termination.

§ 9.7 Deleted

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

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

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

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

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

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

survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)

Eight hundred ninety-seven thousand, one hundred sixty-four dollars (\$897,164)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See Exhibit 2

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Additional services shall be based on an hourly basis with a not-to-exceed limit based on the effort required to complete the required work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	ten	percent (10	%)
Design Development Phase	twenty-five	percent (25	%)

50% Construction Documents	twenty	percent (20	%)
100% Construction Documents Phase	twenty	percent (20	%)
Procurement Phase (Bid/Permitting)	five	percent (5	%)
Construction Phase	twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 Deleted
§ 11.6.1 Deleted

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

See Exhibit 3

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence (excluding out-of-town based consultants listed § 1.1.11 in traveling to Tallahassee) subject to applicable law;
- .2 Dedicated data and communication services, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Deleted
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures, with Owner’s prior written approval.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Deleted

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.10.1.2 Deleted

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made upon completion of project milestones identified in article 11.5. Construction phase services shall be paid monthly based on the percentage of construction

completion as indicated on the Contractor's Application for Payment. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~thirty~~ (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

one percent (1 %) per month

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Notwithstanding any other provisions of the Agreement, the following special terms and conditions apply:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Architect shall satisfactorily complete and execute the Architect/Engineer Contract Checklist attached as Exhibit 4 (the "Checklist"), and deliver it to Owner within 5 days after execution of this Agreement. Satisfactory completion, execution, and delivery to Owner of the Checklist shall be a mandatory condition precedent to payment.

§ 12.2 Notwithstanding any provision of this Agreement, in the event of any conflict between this Agreement and any requirement of the United States Department of Commerce, Economic Development Administration ("EDA") related to Grant number 04-79-07447 (collectively, the "Grant Requirements"), the terms of the Grant Requirements control.

§ 12.3 Architect represents to Owner that all statements contained in documents or other materials submitted by Architect related to RFQ No. 20-01 remain true and correct as of the execution of this Agreement; Architect shall immediately notify Owner in writing if any statements contained in documents or other materials submitted by Architect related to RFQ No. 20-01 change.

§ 12.4 In addition to the other services provided under the Agreement, the Architect shall provide all services contemplated by the Scope of Services (with Architect as the "successful Offeror") as provided in the Request for Qualifications, RFQ No. 20-01:

The successful Offeror shall be required to provide Architectural Professional Services for the planning, design, and engineering phases of the project. The successful Offer shall provide all services necessary for the successful execution of the Project including consultations, surveys, soil investigations, supervision, travel, "as-built" or record drawings, arrow diagram ("CPM/PERT") where applicable, and incidental costs. The successful Offeror shall be held responsible for making sufficient visits to the project site to ensure that the work proceeds in accordance with the approved plans and specifications.

Examples of services within the scope include, but are not limited to, facility programming, design/construction documents, obtaining permits, civil engineering, bid preparation and evaluation assistance, construction administration, construction inspections, and surveys whether performed directly by the Offeror or subcontracted. The cost of permits is not included in the scope of services.

The successful Offeror shall be required to provide all necessary services as outlined in the scope of services, within the budgeted funds as shall be negotiated in the contract, in an expeditious manner and in consideration of the following dates that are non-negotiable within the terms of the EDA funding:

Construction is required to commence by March 17, 2022.

Construction is required to be completed within 30 months of commencement, or sooner if possible.

§ 12.5 Additional Terms.

§ 12.5.1 The requirements of this Agreement, and any performance pursuant to this Agreement shall comply with 2 CFR Part 200, and the EDA publication “Summary of EDA Construction Standards.”

§ 12.5.2 The lump sum fixed price provided by this Agreement is based on the fee breakdown provided by the Architect during contract negotiation.

§ 12.5.3 The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

§ 12.5.4 Architect’s fee shall not exceed that prevailing for comparable services in the project area. If the total fee is in excess of the prevailing rate because of special services to be performed, these special services must be identified in the Agreement. Such additional charges may be approved for payment if they: (1) Do not duplicate charges for services provided for in the basic fee; (2) Are a proper charge against the project cost; (3) Are reasonable for the extra services to be rendered.

§ 12.5.5 The Agreement and all related fees shall cover all services necessary for the successful execution of the project, including consultation, surveys, soil investigations, supervision, travel, “as-built” or record drawings, arrow diagram (“CPM/PERT”) where applicable, and incidental costs.

§ 12.5.6 Architect shall make sufficient visits to the Project site to ensure that the work proceeds in accordance with the approved plans and specifications.

§ 12.5.7 The applicable portions of Appendix II to 2 C.F.R. part 200 are deemed incorporated as if set forth fully herein.

§ 12.5.8 To the extent that Architect furnishing the services of a construction inspector, Architect agrees to be responsible for any damages arising from any defects in design or negligence in the performance of the construction inspector.

§ 12.5.9 Architect shall supervise any required subsurface explorations such as borings and soil tests to determine amounts of rock excavation or foundation conditions, no matter whether they are performed by the Architect or others paid by the LCRDA.

§ 12.5.10 Architect agrees to attend bid openings, prepare and submit tabulations of bids, and make a recommendation as to contract award.

§ 12.5.11 Architect shall review proof of bidder’s qualifications and recommend approval or disapproval.

§ 12.5.12 Architect certifies that it is not on the Excluded Parties List on the website www.sam.gov

§ 12.5.13 Architect shall execute a copy of the Certification Regarding Lobbying as required by Section 1352, Title 31, of the U.S. Code (the “Certification”) and deliver it to Owner within 5 days after execution of this Agreement. Satisfactory completion, execution, and delivery to Owner of the Certification shall be a mandatory condition precedent to payment.

§ 12.5.14 Architect shall submit a report no less frequently than quarterly to the LCRDA covering the general progress of the project and describing any problems or factors contributing to delay.

§ 12.5.15 Architect shall assist LCRDA to submit a properly executed original of the “Certificate as to Project Site, Rights-Of-Way, and Easements” (Form ED-152) showing all lands, rights-of-way and easements. Part One of the Certificate shall be completed by the Architect. In Section-1, the Architect shall attach a legal description of the project site (marked as Exhibit A) describing the boundaries by metes and bounds or by survey plat including deed book and page number. The project engineer must further state what project element will be constructed thereon. Section-2 of Part One of the Engineering Certificate calls for a description of all easements and rights-of-way needed. The engineer should provide a numbered list of all the required easements and copies of each should be attached as Exhibit B. Section-3 calls for all permits needed. The engineer should provide a numbered list of all the required permits and copies of the actual permits should be attached as Exhibit C (Provide all permits that the LCRDA has obtained . . . Contractor obtained permits are required to be submitted within thirty (30) days of executing a contract with the Contractor).

§ 12.5.16 The Architect shall submit one (1) copy (in addition to other required copies) of the bound final plans and specifications that are sealed by the project architect/engineer and are noted as for construction before advertising for bids. Include a copy of the final construction cost estimate and copies of any local, state or federal approvals. The specifications must include “EDA Contracting Provisions for Construction Project”; EEO Goals; the Buy American clause text “Recipients are hereby notified that they are encouraged, to the greatest extent practicable to purchase American-made equipment and products with funding provided under this award”, as well as the current Davis Bacon wage rates.

§ 12.5.17 Architect shall take the following affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible: (1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

§ 12.5.18 Architect shall provide for surveillance of the project construction to assure compliance with plans, specifications, and all other contract documents.

§ 12.5.19 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, DESIGN PROFESSIONALS EMPLOYED BY THE ARCHITECT OR AN AGENT OF THE ARCHITECT IS NOT INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THE AGREEMENT IF (I) THE ARCHITECT MAINTAINS ANY PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THE AGREEMENT, AND (II) ANY DAMAGES ARE SOLELY ECONOMIC IN NATURE AND THE DAMAGES DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THE AGREEMENT.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 Deleted
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

1. RFQ No. 20-01: Request for Qualifications
Architectural Professional Services
North Florida Innovation Labs Building »

2. Supplemental Services

3. Hourly Rate Sheets

4. Architect/Engineer Contract Checklist

5. Project Schedule

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

None

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

OWNER (Signature)

Kimberly Moore, Chair
(Printed name and title)

ARCHITECT (Signature)

C. Camden Whitlock, President
(Printed name, title, and license number, if required)

Exhibit 1

RFQ Number 20-01: Architectural Professional Services: North Florida Innovation Labs Building

Leon County R&D Authority

Submission Deadline: December 9, 2020, 2:00pm



REQUEST FOR QUALIFICATIONS
ARCHITECTURAL PROFESSIONAL SERVICES
NORTH FLORIDA INNOVATION LABS BUILDING
RFQ NO. 20-01

STATEMENT OF QUALIFICATIONS DUE DATE
DECEMBER 9, 2020

RFQ Number 20-01: Architectural Professional Services: North Florida Innovation Labs Building

Leon County R&D Authority

Submission Deadline: December 9, 2020, 2:00pm

**REQUEST FOR QUALIFICATIONS (“RFQ”)
ARCHITECTURAL PROFESSIONAL SERVICES
November 19, 2020**

The Leon County Research and Development Authority (“LCRDA”) is requesting Statements of Qualification (“SOQ”) from qualified firms (Offerors) for the provision of Architectural Professional Services for the new North Florida Innovation Labs Building in Innovation Park (“Project”), 1729 W. Paul Dirac Drive, Tallahassee, FL 32310 and adjoining parcel (“Project Site”).

By submitting a SOQ, the Offeror represents that it has carefully read the terms and conditions of this RFQ and all Attachments and Addenda and agrees to be bound by them. The LCRDA intends to competitively negotiate a contract with the most qualified firms submitting a SOQ to the LCRDA for the Project in accordance with §287.055, Florida Statutes.

The LCRDA will receive all SOQs. The Board of Governors (“Board”) will establish an Evaluation Committee to evaluate all SOQs and make recommendations to the Board for award of the contract.

Background:

The Leon County Research and Development Authority was created by the Leon County Board of County Commissioners pursuant to County Ordinance No. 80-68 (Code Sec 2-56) in accordance with §159.703, Florida Statutes. LCRDA, a Dependent Special District of Leon County, was created for the purpose of promoting scientific research and development in affiliation with and related to the research and development activities of one or more state-based, accredited, public or private institutions of higher education; for the purpose of financing and refinancing capital projects related to the establishment of a research and development park in affiliation with one or more institutions of higher education, including facilities that complement or encourage the complete operation thereof, as defined by and in the manner provided by the Florida Industrial Development Financing Act; and for the purpose of fostering the economic development and broadening the economic base of a county in affiliation with one or more institutions of higher education.

LCRDA is governed by an 11-member Board of Governors with one member each appointed by the Presidents of Florida State University, Florida A&M University, and Tallahassee Community College, and the Mayor of Tallahassee. The Leon County Board of County Commissioners appoints one Commissioner and six private sector members to the Board. Additional information about LCRDA and the Park can be obtained at <http://innovation-park.com>.

For additional information and updates, see the Innovation Park website at: <http://innovation-park.com/opportunities/>. RFQ 20-01 details can be found at <https://innovation-park.com/rfq-20-01/>.

A. Overview of Project

1. General

LCRDA intends to solicit proposals for the construction of the Project. This Project will provide for the construction of a new one-story high-tech business incubator approximately 40,000 GSF in size sited on 3.51 acres +/- located within Innovation Park of Tallahassee. The building size will vary in length from 170 ft – 250 ft wide, with a depth of approx. 165 ft for the main office / lab areas. The building will have offices, collaboration space, wet and dry labs, prototyping labs with specialized shared equipment, restrooms, kitchen, conference rooms, welcome entryway, and a secure service / loading area. Approx. 120 parking and 4-5 handicap spaces, sidewalks leading to the entryway will be installed and a proposed entrance

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plaza with space for outdoor meetings/engagements, and product launches. The remaining space is for a secured service or office/lab area. The Project will help further LCRDA's mission by providing space for early stage companies to commercialize new technologies and create jobs. See Exhibit A for site location and conceptual layout images.

The project is funded in part by the United States Department of Commerce, Economic Development Administration ("EDA"). As such, this procurement and completion of the project must comply with U.S. Code of Federal Regulations Title 2 Part 200, and the EDA publication "Summary of EDA Construction Standards".

The maximum total budget for the project is \$17,000,000 including budgeted architectural services of \$1,460,000 as further defined in the Scope of Services below.

The objective of this RFQ is to identify and seek a competitive proposal in accordance with §287.055, Florida Statutes from a qualified Architectural Professional ("AP") to provide architectural services related to the design and construction of the Project more particularly described in Section 2 below.

2. Scope of Services

The successful Offeror shall be required to provide Architectural Professional Services for the planning, design, and engineering phases of the project. The successful Offer shall provide all services necessary for the successful execution of the Project including consultations, surveys, soil investigations, supervision, travel, "as-built" or record drawings, arrow diagram ("CPM/PERT") where applicable, and incidental costs. The successful Offeror shall be held responsible for making sufficient visits to the project site to ensure that the work proceeds in accordance with the approved plans and specifications.

Examples of services within the scope include, but are not limited to, facility programming, design/construction documents, obtaining permits, civil engineering, bid preparation and evaluation assistance, construction administration, construction inspections, and surveys whether performed directly by the Offeror or subcontracted. The cost of permits is not included in the scope of services.

The successful Offeror shall be required to provide all necessary services as outlined in the scope of services, within the budgeted funds as shall be negotiated in the contract, in an expeditious manner and in consideration of the following dates that are non-negotiable within the terms of the EDA funding:

Construction is required to commence by March 17, 2022.

Construction is required to be completed within 30 months of commencement, or sooner if possible.

3. Minimum Qualifications of Offeror

- a. The Offeror shall be a firm which holds a current certificate of registration under chapter 481, Florida Statutes to practice architecture or a firm which holds a current certificate as a registered engineer under chapter 471, Florida Statutes to practice engineering.

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- b. The Offeror shall have a minimum of five (5) years previous experience in AP Services (or comparable services) for projects of similar size prior to the date the SOQ is submitted.
- c. The Offeror must demonstrate financial capability and capacity, and is required to submit as a part of its SOQ the following items:
 - i. A letter from the Offeror's relationship bank or accountant stating the financial capability to handle this contract.
 - ii. Proof of insurance capacity by completion of the Insurance Certification form contained in this RFQ as Attachment 5.

4. General Terms of Contract

Final terms of the contract will be negotiated with the selected Offeror. The following include minimum requirements of the negotiated contract:

- a. This procurement and terms of the contract must comply with the procurement standards set forth in U.S. 2 CFR Part 200, and in accordance with the EDA publication "Summary of EDA Construction Standards". Links to this information is provided on the Innovation Park website at: <http://innovation-park.com/opportunities/>.
- b. Fees for basic services will be either a lump sum fixed price or a cost reimbursement with an agreed maximum and shall be based on the fee breakdown to be provided by the selected Offeror during contract negotiation as described in Section B(1)(e) below.
- c. The contract will contain prohibitions against contingent fees as required by §287.055(6), Florida Statutes.
- d. The basic fee shall not exceed that prevailing for comparable services in the project area. If the total fee is in excess of the prevailing rate because of special services to be performed, these services must be identified in the contract. Such additional charges may be approved for funding under the EDA grants if they: (1) Do not duplicate charges for services provided for in the basic fee; (2) Are a proper charge against the project cost; and (3) Are reasonable for the extra services to be rendered.
- e. The contract shall provide for all services required by LCRDA for the planning, design and engineering phases of the project. Appropriate standards or guidance developed by professional organizations, such as the American Consulting Engineers Council ("ACEC"), American Society of Civil Engineers ("ASCE"), National Society of Professional Engineers ("NSPE"), and/or the American Institute of Architects ("AIA"), will be used to develop the agreement. The agreement and related fees shall cover all services necessary for the successful execution of the project including consultations, surveys, soil investigations, supervision, travel, "as-built" or record drawings, arrow diagram ("CPM/PERT") where applicable, and incidental costs.
- f. Regardless of who furnishes the construction inspector, the Offeror shall be held responsible for making sufficient visits to the project site to ensure that the work proceeds in accordance with the approved plans and specifications.

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- g. In addition to other provisions required by the EDA and LCRDA, in accordance with 2 C.F.R. § 200.326, the contract must contain the applicable provisions set out in Appendix II to 2 C.F.R. part 200, which address various contractual requirements including remedies, termination for cause and convenience, Equal Employment Opportunity, the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, rights to inventions, environmental quality, energy efficiency, debarment and suspension, the Byrd Anti-Lobbying Amendment, and procurement of recovered materials. See Appendix II to 2 C.F.R. part 200 for a full explanation of these requirements.
- h. The contract shall state a specific timetable for: (1) Completing preliminary plans and associated cost estimates; (2) Completing final plans, specifications, and cost estimates; (3). Securing required State and local approvals; and (4) Completing proposed contract documents sufficient for soliciting bids.
- i. The contract shall provide for surveillance of project construction to assure compliance with plans, specifications, and all other contract documents. If the Offeror serves as the project inspector, the requirements for inspection services shall be clearly defined and the amount the LCRDA is required to pay for such services shall be stated.
- j. The Offeror shall agree to be responsible for any damages arising from any defects in design or negligence in the performance of the construction inspector if the inspector is furnished by the Offeror. EDA recommends that the firm take insurance, when available, to cover liability for such damages.
- k. The Offeror shall agree to supervise any required subsurface explorations such as borings and soil tests to determine amounts of rock excavation or foundation conditions, no matter whether they are performed by the Offeror or by others paid by the LCRDA.
- l. The Offeror shall agree to attend bid openings, prepare and submit tabulation of bids, and make a recommendation as to contract award.
- m. The Offeror shall agree to review proof of bidder's qualifications and recommend approval or disapproval.
- n. The Offeror shall certify that it is not on the Excluded Parties List on the website www.sam.gov.
- o. The Offeror shall submit an executed copy of the Certification Regarding Lobbying as required by Section 1352, Title 31, of the U.S. Code.
- p. The Offeror shall agree to submit a report not less frequently than quarterly to the LCRDA covering the general progress of the job and describing any problems or factors contributing to delay.
- q. The Offeror shall agree to assist LCRDA to submit a properly executed original of the "Certificate as to Project Site, Rights-Of-Way, and Easements" (Form ED-152) showing all lands, rights-of-way and easements. Part One of the Certificate shall be completed by the Offeror. In Section-1, the Offeror shall attach a legal description of the project site (marked as Exhibit A) describing the boundaries by metes and bounds or by survey plat including deed book and page number. The project engineer must

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further state what project element will be constructed thereon. Section-2 of Part One of the Engineering Certificate calls for a description of all easements and rights-of-way needed. The engineer should provide a numbered list of all the required easements and copies of each should be attached as Exhibit B. Section-3 calls for all permits needed. The engineer should provide a numbered list of all the required permits and copies of the actual permits should be attached as Exhibit C (Provide all permits that the LCRDA has obtained...Contractor obtained permits are required to be submitted within thirty (30) days of executing a contract with the Contractor.

- r. The Offeror shall submit one (1) copy (in addition to other required copies) of the bound final plans and specifications that are sealed by the project architect/engineer and are noted as for construction before advertising for bids. Include a copy of the final construction cost estimate and copies of any local, state or federal approvals. The specifications must include “EDA Contracting Provisions for Construction Project”; EEO Goals; the Buy American clause text “Recipients are hereby notified that they are encouraged, to the greatest extent practicable to purchase American-made equipment and products with funding provided under this award”, as well as the current Davis Bacon wage rates.
- s. The Offeror shall take the following affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- t. Insurance - Attention is directed to the insurance requirements in Exhibit B. Offerors should confer with their respective insurance carriers or brokers to determine in advance of SOQ submission the availability of insurance certificates and endorsements as prescribed and provided herein. Offerors who fail to comply strictly with the insurance requirements may be disqualified from award of the contract. Offerors must complete Attachment 5 Insurance Certification.

B. RFQ Process

1. Process Overview

- a. This procurement will follow the process outlined in §287.055(4) and (5), Florida Statutes. NO COMPENSATION INFORMATION WILL BE REQUESTED, NOR SHALL IT BE PROVIDED BY OFFERER UNTIL COMPETITIVE NEGOTIATION BEGINS FOLLOWING SELECTION OF THE MOST QUALIFIED FIRM. Firms must be prepared to enter into negotiations immediately following the conclusion of presentations, and the selection of the most qualified firm. Offerors not prepared to enter into negotiations may be eliminated from consideration.

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- b. The LCRDA shall evaluate statements of qualifications and performance data submitted by firms regarding the proposed project, and shall conduct discussions with, and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.
- c. The LCRDA shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the LCRDA shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the LCRDA, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms.
- d. The LCRDA shall negotiate a contract with the most qualified firm for professional services at compensation which the LCRDA determines is fair, competitive, and reasonable. In making such determination, the LCRDA shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity.
- e. The firm shall provide a fee breakdown in sufficient detail that LCRDA can perform its analysis and make the required determination. Compensation for basic services must be a fixed price or a cost reimbursement with an agreed maximum to be eligible for EDA participation. The fee breakdown shall provide that compensation is based on completion of specific milestones. (Preliminary design, final design, construction management, etc.)
- f. Should the LCRDA be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at compensation the LCRDA determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The LCRDA shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the LCRDA must terminate negotiations. The LCRDA shall then undertake negotiations with the third most qualified firm.
- g. Should the LCRDA be unable to negotiate a satisfactory contract with any of the selected firms, the LCRDA shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until a contract is reached.

2. Mandatory Project Information Conference

A mandatory Project Information Conference meeting will be held via Zoom, and at 2051 E. Paul Dirac Drive, Tallahassee, Florida, at 10:00 AM on November 30, 2020 with Ron Miller. Additional meeting information including Zoom meeting links will be provided on the Authority's website at <http://innovation-park.com/opportunities/> prior to the meeting.

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3. Contact Information

- a. Each Offeror shall examine the RFQ documents carefully. Questions concerning the RFQ terms, conditions and technical specifications will be accepted in writing through 2:00 PM, December 2, 2020. Requests must be transmitted via email. No Offeror may rely upon any oral responses. Answers to such questions will be posted on the LCRDA's website. Such written questions and requests shall be directed to the following LCRDA Contact person:

LCRDA Contact:

Ron Miller, Executive Director

Leon County R&D Authority

rmiller@inn-park.com

- b. All registered Offerors will be sent any addenda or clarifications issued in response to this RFQ. It is the responsibility of the Offeror to register its name and contact information with Mr. Miller using RFQ Attachment 8, prior to December 9, 2020, in order to receive said addenda or clarifications.
- c. Only communications from the Offeror which are in writing and signed by a person(s) authorized to contractually bind such Offeror will be recognized by the Board as duly authorized expressions on behalf of the Offeror.
- d. From the time this RFQ is issued until a final decision is made by the Board as to the award of a contract to an Offeror, Offerors are instructed to:
- i. Only contact the LCRDA Contact, identified hereinabove, regarding this RFQ, the Offeror's SOQ or another Offeror's SOQ in writing; provided any such contact shall be limited to questions regarding the process of this RFQ and shall not relate to the merits of the Offeror's SOQ or another Offeror's SOQ; and
 - ii. Other than discussions held during the MANDATORY Project Information Conference and public meetings of the Board, or of the Evaluation Committee, no contact or communication in person, by telephone, e-mail, through an intermediary, or otherwise with any member of the Board or any other representative of the LCRDA, other than LCRDA Contact, regarding this RFQ, the Offeror's SOQ or another Offeror's SOQ shall occur.
- e. Any contact or communication in violation of the provisions above shall be cause for rejection of the Offeror's SOQ.

4. SOQ Deadline

SOQs must be received by the LCRDA by 2:00 PM, December 9, 2020 ("Submission Deadline"). SOQs may be mailed to the address below:

Mail to:

Leon County R&D Authority

Attn: Ron Miller

2051 E. Paul Dirac Drive

Tallahassee, FL 32310

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Mark on the outside of the envelope and on any carrier's envelope: "20-01 SOQ FOR ARCHITECTURAL PROFESSIONAL SERVICES, December 9, 2020, 2:00PM".

Due to COVID-19 related office closures, hand-delivered SOQs will only be accepted at the above address on the day of the Submission Deadline after 9:00am and before 2:00pm, or by appointment only if on days prior to the Submission Deadline. Please email rmiller@inn-park.com to make an appointment.

5. Submission of SOQ

- a. SOQs must arrive at the above address no later than Submission Deadline to be considered.
- b. It is the Offeror's responsibility to assure that their SOQ is delivered to the proper location no later than the Submission Deadline.
- c. The Opening of SOQs will take place in the LCRDA's offices located at the Collins Building, located at Innovation Park, at 2051 E. Paul Dirac Drive, Tallahassee, Florida, 32310. The Opening of SOQs is open to the public, but attendance by Offerors is not required. Only the names of Offerors will be listed and published on the LCRDA website until such time as a Notice of Intent to Award is posted.
- d. SOQs received prior to the Opening of SOQs will be secured unopened.
- e. The LCRDA Contact, whose duty it is to open the SOQs, will open the SOQs as soon as practicable after the established Submission Deadline.
- f. SOQs received later than the Submission Deadline will not be considered, will be marked "Too Late" and may be returned unopened to the Offeror.
- g. The LCRDA is not responsible for the premature opening of a SOQ not properly addressed and identified by the RFQ title and submission deadline on the outside of the envelope/package.
- h. The Offeror shall submit an ORIGINAL and three (3) copies of the SOQ, **along with an electronic version in PDF format on a USB flash drive**, on or before the Submission Deadline. The Original SOQ must be clearly marked "Original" on its face and must contain an original, manual signature of an authorized representative of the responding Offeror; all other copies may be photocopies. SOQs will be retained as the property of the LCRDA. USB Flash drives will be returned upon request.
- i. Offeror Registration - Potential Offerors **MUST** officially register, prior to December 9, 2020, in order to be placed on the Registered Offerors list for the solicitation. This list is used for communications to prospective Offerors. The registration form is Attachment 8 and includes submission instructions. **Earliest possible submission of the registration form is HIGHLY RECOMMENDED.** Also, Offerors should be aware that solicitation documents obtained from sources other than the LCRDA Contact may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register as a prospective Offeror may cause an Offeror's SOQ to be rejected as non-responsive.

- j. Special Accommodation - Any person requiring a special accommodation at the Opening of SOQs because of a disability should inform the LCRDA Contact no less than three (3) workdays prior to the SOQ deadline.
- k. All expenses associated with the submittal of a SOQ will be borne solely by the Offerors.

6. General Conditions

- a. Offerors must be available for interviews by the Evaluation Committee, and/or the Board if required.
- b. The contents of the SOQ of the successful Offeror will become part of the contractual obligations except as may be modified by subsequent written agreement.
- c. SOQs must be typed or printed in ink. All corrections made by the Offeror to their SOQ prior to the Opening of SOQs must be initialed and dated by the Offeror. No corrections will be allowed to be made to SOQs after the Opening of SOQs.
- d. The LCRDA reserves the right to waive any minor irregularity, technicality or omission if the LCRDA determines that doing so will serve the LCRDA's interests. The LCRDA may reject any SOQ not submitted in the manner specified in the solicitation document.
- e. The LCRDA reserves the right to reject any or all SOQs, in whole or in part, when such rejection is in the best interest of the LCRDA. Further, the LCRDA reserves the right to withdraw this solicitation at any time prior to the final award of the contract.
- f. Equal Opportunity/Affirmative Action Requirements - The Offeror shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief. For federally funded projects, in addition to the above, the Offeror shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein. In addition to completing Attachment 2, the Equal Opportunity Statement, the Offeror shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.
- g. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - The Offeror must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency and meet all other responsibility matters as contained in the certification form attached as Attachment 3.
- h. Fictitious Name Registration - If the Offeror is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the SOQ.

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- i. Unauthorized Alien(s) - The Offeror shall be responsible for assuring that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The LCRDA shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of the contract entered into by the LCRDA as a result of this RFQ. As part of the response to this RFQ, please complete and submit Attachment 4 -- the "Affidavit Certification Immigration Laws."
- j. Addenda to Specifications - If any addenda are issued after the initial specifications are released, the LCRDA will post the addenda on the LCRDA's website at <http://innovation-park.com/opportunities/>
- k. It is the responsibility of the Offeror prior to submission of any SOQ to check the above website or contact the LCRDA Contact rmiller@inn-park.com to verify any addenda. The receipt of all addenda must be acknowledged on the SOQ sheet.

7. Schedule

The following table lists the important dates/times and actions relative to this solicitation. If the Board finds it necessary to make changes to the actions, dates, and/or times, such changes will be accomplished by written addendum to this solicitation and posted on the LCRDA's website. All times are local times in Tallahassee, Florida.

<u>Events</u>	<u>Date/Time</u>
Release/Issuance of RFQ	November 19, 2020
Mandatory Project Information Meeting	November 30, 2020 at 10:00AM
Questions for Clarification Deadline	December 2, 2020 at 2:00 PM
Offeror Registration PRIOR TO	December 9, 2020 (earlier recommended)
Submission Deadline	December 9, 2020 at 2:00 PM
Evaluation Committee: short list meeting *	December 10, 2020 (date/time TBD)
Evaluation Committee: presentation meeting *	December 17, 2020 (date/time TBD)
Competitive Negotiation Completion	January 11, 2021
Approval of contract by Executive Committee of the LCRDA Board of Governors	January 19, 2021
Ratification of contract approval by Board of Governors of LCRDA/Contract Execution	February 4, 2021
* Notice of meetings of the Evaluation Committee will be posted on the LCRDA's website at http://innovation-park.com/opportunities/ . Committee meeting dates subject to change. Depending on the number of responses received, the Evaluation Committee chair may elect to forego the short list meeting allowing all Offerors to present.	

8. Evaluation

a. Preliminary Evaluation for Short Listing

The Evaluation Committee will use a point formula during the review process to score and rank SOQs. Staff will first report responsiveness to the Request for

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Qualifications by making sure all terms of the Request for Qualifications were followed. Any SOQ determined not to be responsive by a majority of the committee will be eliminated from further consideration.

For those SOQs determined to be responsive, each member of the Evaluation Committee will score each SOQ using the criteria described below. Firms will be ranked based on each member's scores. These rankings will be combined for all members to determine the recommended ranking of the top three firms. In the event of a tie for first, second, or third position, the affected ranking will be determined by a vote of the committee.

Short-listed firms will be invited to make oral presentations and to be interviewed in the final selection meeting. By vote of the Evaluation Committee, more than three (3) firms, but no more than five (5) firms, may be chosen for oral presentation and interviews in the final selection meeting. All Offerors are notified via email and on the LCRDA's website of the firms which were short-listed. Short-listed firms are provided with the following: a list of the final interview evaluation criteria; the time, date and location of the interview and the length of time allotted for the interview. The firm should bring a summary of its presentation to leave with the committee members.

b. SOQ Short List Evaluation Criteria

i. Qualifications & Experience of Offeror-25 points maximum

The Committee reviews each Offeror's relevant experience and qualifications in conjunction with the proposed consultants. Considerations may include areas such as:

- (1) Length of time company has operated; length of time providing both Architectural Professional Services similar to those required in the SOQ; extent of Offeror current and prior similar contracts; location(s) of Offeror's office(s); and current and past project references.
- (2) Company has experience performing services funded by an EDA grant award, and/or other Federally funded projects.
- (3) Company has considerable and readily quantified experience in providing similar Architectural Professional Services.
- (4) Company has adequate organizational size, structure, and qualified key personnel to be assigned to this project.

ii. Design Ability-10 points maximum

The Committee reviews each Offeror's proposal to determine its design ability. The committee will consider examples of the Offeror's prior work and its design philosophy, as well as the Offeror's prior projects, their sensitivity to site and surroundings and their aesthetic appeal.

iii. Work in Progress-5 points maximum

This rating is based on the dollar amount per person with a score range of 0-5.

Rating Table: 0 – 4,999=5; 5,000 – 14,999=4; 15,000 – 29,999=3; 30,000 – 49,999=2; 50,000 – 74,999=1; 75,000 and greater=0.

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iv. Local Preference in Purchasing and Contracting-5 points maximum

- (1) Preference in Requests for SOQs. In letting of contracts for procurement of contractual services for which a Request for Qualifications is developed with evaluation criteria and the application of which shall leave an appropriate number of qualified firms, given the nature and size of the project, to compete for the project, additional points shall be added to the total score for a local preference, as follows:
 - (a) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of five (5) points.
 - (b) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three (3) points.
- (2) Local business definition. For purposes of this section, "local business" shall mean a business which:
 - (a) Has had a fixed office located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or Request for Qualifications by LCRDA; and
 - (b) Holds any business license required by Leon County and, if applicable, the City of Tallahassee; and
 - (c) Is the principal Offeror who is a single Offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
- (3) Certification. Any vendor claiming to be a local business as defined shall so certify in writing to LCRDA. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed (Attachment 7). LCRDA shall not be required to verify the accuracy of any such certifications and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

v. Minority, Women and Small Business Enterprise (MWSBE) Preference

- (1) Preference in Requests for SOQs. In letting of contracts for procurement of contractual services for which a Request for Qualifications is developed with evaluation criteria, a preference of five (5) points shall be added to the total score for a vendor who is a certified MWSBE. If vendor is not a certified MWSBE, then preference of one (1) to three (3) points will be awarded based on the extent of use of certified MWSBE consultants.
- (2) Certification. Any vendor, or consultant on the vendors' team, claiming to be an MWSBE shall attach evidence of certification from the Tallahassee-Leon County Office of Economic Vitality, or the State of Florida.

c. Final Evaluation-Presentations and Interviews

Short-listed firms will make oral presentations and will be interviewed at the final evaluation meeting of the committee. Reference checks will be completed and

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documented by staff and presented to the committee for its consideration during the interview. Following the presentation, a time may be set aside for questions and answers.

Immediately following the interviews, the committee meets to score the presentations, totals the points for each Offeror interviewed, and determines the recommended ranking. In the event of a tie, a majority vote of the committee prevails.

Interviewed firms will be notified of the committee's ranking, and the contract negotiation phase will begin with the top ranked firm. All selections and contracts are subject to the approval of the Board of Governors of the Leon County R&D Authority.

d. SOQ Final Evaluation Criteria

i. Understanding of the Program and Project Requirements-20 points maximum

The Offerors are evaluated on their understanding of the requirements and needs of the project as demonstrated by their project teams, including consultants. The Offerors are rated on the completeness of their understanding of the factors which are unique to the project, including the thoroughness demonstrated in analyzing and investigating the scope of the project and in preparing for the interview.

ii. Approach and Method-20 points maximum

The committee evaluates the Offerors' and their consultants' approaches to the project and methods proposed for planning, designing and administration of the project. The Offerors are asked to identify by name the key personnel of their proposed teams: project manager, project architect, project construction administrator and other key staff members to be assigned to the job. The Offeror should also identify those responsible in areas such as: civil engineering, electrical engineering, landscape design, mechanical engineering, structural engineering, etc.

iii. Ability to Provide Service-20 points maximum

The committee evaluates the Offerors' ability to meet the owner's required timetable and to provide for the special or unique requirements of the project, including a projected timeline of activities through project completion. The Offerors will be asked to discuss their ability to fulfill each project requirement and to describe all other projects on which team members are currently involved. Results of the reference checks are considered in this category.

9. SOQ Format

In order to maintain comparability and simplify the review and evaluation process, all SOQs submitted are required to be organized in the following manner. Failure to comply with the prescribed organization may, at the discretion of the Evaluation Committee, result in the elimination of the SOQ from consideration. SOQs shall contain concise written material that enables a clear understanding and evaluation of the capabilities of the Offeror. Clarity and completeness are essential. The LCRDA, at its sole discretion, may reject any SOQ which is unclear in any way. SOQs are to be submitted in three ring binders or bound by binder clips only. **No manner of plastic, comb or wire bindings or staples are acceptable.**

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Please type. The entire proposal must be limited to 40 single-sided 8½x11 pages (or 20 pages front and back), including all required attachments and any additional information, but excluding cover sheets and divider pages (as long as such pages do not include any promotional material, such as proposal language, pictures of past projects, etc.) Number each page consecutively.

Be sure to follow and clearly mark each section of your SOQ according to the sections below.

Tab 1 – Title Page – The Title Page should contain the following:

- The RFQ title
- The name of the proposing Offeror
- The name, address, telephone, e-mail address and fax number of the primary contact person
- Organizations Federal ID Number, Professional License No., and Florida Corporate Charter Number

Tab 2 – Table of Contents

The table of contents should include a clear identification of the material included in the SOQ, by section and by page number.

Tab 3 – Services to be Provided.

Include a list of services to be provided by discipline with names, registration numbers and number of projects worked with that consultants. Include disciplines: Architecture, Mechanical Engineering, Electrical Engineering, Civil Engineering, Structural Engineering, Landscape Architecture, Cost Estimating, etc.

For the disciplines listed, note which are being provided as part of basic services by entering the name of the firm providing the services. If services are to be provided by the Offeror, so indicate. If a consultant is to provide the service, list the consultant's name and professional license number from the appropriate Florida licensing board. Use names and license numbers of the firms as a whole, rather than of individuals in the firms. Include the number of previous projects on which the Offeror has worked with each listed consultant.

Tab 4 – Work in Progress and Staffing

- a) Work in Progress. Provide list of work in progress by project name with a column for fee remaining, and a column for fees related to work on hold. Provide grand total of fees remaining for all work in progress.

Include in the list each project currently under contract, including contracts as a consultant to another firm. If the Offeror's office is providing services for a contract held by another office location of the same firm, include a representative proportion of fee based on man-hour records. NOTE: For projects for which the fee is \$20,000 or less, the entry may be combined onto one line. (Ex.: 3 studies, 4 small projects Fee Remaining = \$84,200.)

For all projects, enter the total amount of fee remaining (unearned), including fees for additional service authorizations, but excluding fees payable to

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consultants in the "Fees Remaining" column. **Failure to list all work in progress will be penalized.**

For projects under contract, but on hold for a long or indefinite period of time, enter the amount of fee remaining as described above in the "On Hold" column, and provide a letter from the owner verifying that the project is on hold. Typically projects on hold due to temporary funding issues or projects simply awaiting approvals to proceed into the next phase are not considered to be on hold. If a letter from the owner is not provided, then that project will be considered to be active, and will be factored into the total Work in Progress amount. Also include projects awarded to the Offeror firm, but not yet under contract in this column with an estimated fee amount.

- b) Professional and Technical Staff. Provide NUMBER of professional and technical staff (excluding consultants) by category including registered architects, registered engineers, technical staff, drafters (including CADD operators).

Exclude secretarial and marketing staff and any staff members whose technical duties comprise less than 70% of their responsibilities. Only employees assigned to the office location where the work is to be done shall be included. If an employee works part-time or divides his/her work between the Offeror's office and another office location, use an appropriate fraction.

- c) Fee per Person. Provide the average fee per person for professional and technical staff (divide total fee in 4a by total staff in 4b.)
- d) Employee List. List all permanent employees included in total in 4b including name, title, time w/firm, and city of residence.

Tab 5 – Related Experience.

Provide a list of related experience (no more than 10 projects) of comparable type, size, and complexity.

DO NOT LIST PROJECTS ACCOMPLISHED BY ANOTHER BRANCH OFFICE, UNLESS AN INDIVIDUAL ON THIS PROJECT TEAM WAS INVOLVED IN THE PROJECT, in which case the project is listed as "Individual Experience".

Provide the following information about each project: project name, public or private client; completion date (actual or anticipated); project location; construction cost (or fee amount if the project was a study), role in project, and whether or not EDA funded.

Below each project, list the individual members of the team proposed for this project, including consultants, who were involved on the listed project and their role in that project. A brief description may be provided to demonstrate the components of the project which are comparable to this project. Provide only the requested information-- do not attach a project list on any other agency's form. Do not provide detailed project information anywhere else throughout the proposal for any other than the ten (10) projects listed in this section.

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For the column headed "Role in Project", provide the following:

- "Principal" if the project was accomplished by the "Offeror" firm office location where the Offeror will perform the work (if the project was done by a different office location, refer to "IE" below);
- "Consultant" if the project was accomplished by the firm as a consultant to another firm; and
- "IE" (individual experience) if the project represents experience of an individual on the Project Team while working for another firm or another branch of the Offeror firm (in such cases, identify the individual by name and indicate what role the individual played in the project, e.g., project manager, principal-in-charge, project architect, etc.).

Related experience of the Offeror's consultants may be provided as information on a separate sheet and clearly marked as "Experience of (Name of Consultant)." No more than ten (10) projects may be listed for all consultants combined.

Tab 6 – Proposed Project Team.

Provide a list of key members of proposed team by name, their role, if they are registered, the disciplines of their registration or training, city of residence and attach resumes. Provide a separate list with the same information for each consultant.

Tab 7 – References.

For the projects listed in Tab 5, provide the project name, the owner and the name and telephone number of the owner's representative. Provide the estimated or actual information for the "Completion Date" and "Construction Cost" columns. References for consultants may be requested at the option of the selection committee.

Tab 8 – Examples of Offeror's Design Ability

Provide examples of the Offeror's prior work and its design philosophy, as well as the Offeror's prior projects, their sensitivity to site and surroundings and their aesthetic appeal.

Tab 9 – Required Forms

(1) Include the following completed forms:

- Attachment 1 – SOQ Form
- Attachment 2 – Equal Opportunity/Affirmative Action Statement;
- Attachment 3 – Certification Regarding Debarment, Suspension and Other Responsibility Matters;
- Attachment 4 – Affidavit Certification Immigration Laws;
- Attachment 5 – Insurance Certification Form; and
- Attachment 6 – Drug-Free Work Place Form.
- Attachment 7 – Local Vendor Certification
- Attachment 8 – Offeror Registration Form (as submitted prior to December 9, 2020)

(2) Copies of required licenses, registrations, and certifications.

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ATTACHMENT 1

SOQ FORM

Architectural Professional Services:
North Florida Innovation Labs Building

Leon County R&D Authority
2051 E. Paul Dirac Drive
Tallahassee, FL 32310

SOQ Due Date: December 9, 2020 at 2:00 PM

SOQ of _____ hereinafter-called OFFEROR, a corporation organized and existing under the laws of the State of _____, or a partnership, a company, or an individual doing business as _____.

To the Leon County Research and Development Authority, hereinafter referred to as “LCRDA”.

The OFFEROR, in compliance with the Request for Qualifications 20-01 for Architectural Professional Services: North Florida Innovation Labs Building (RFQ), having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions of the proposed work, including the availability of materials and labor, hereby proposes to furnish all labor, material and supplies and at the compensation to be negotiated if selected as a most qualified firm. The compensation to be negotiated will cover all expenses incurred in performing the work required under the SOQ documents, of which this SOQ is a part. The compensation will be firm and shall not be subject to adjustment provided this SOQ is accepted and compensation negotiated within ninety (90) days after the time set for receipt of SOQs.

OFFEROR hereby agrees to commence work under this contract on or before a date to be specified in a written “Notice to Proceed” to be issued by the LCRDA.

Upon receipt of the Notice of Award, OFFEROR will expeditiously negotiate a formal contract on or before January 11, 2021, for approval by the LCRDA Board of Governors, and deliver Insurance Certificates as required.

The undersigned hereby declares that only the persons or firms interested in the SOQ as principal or principals are named herein, and that no other persons or firms than are herein mentioned have any interest in this SOQ or in the contract to be entered into; that this SOQ is made without connection with any other person, company, or parties likewise submitting a SOQ; and that it is in all respects for and in good faith, without collusion or fraud.

DEVIATIONS FROM SPECIFICATIONS IF ANY:

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I have read all of the specifications and requirements and do hereby certify that all items submitted meet specifications.

COMPANY: _____ AGENT NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____

Respectfully submitted,

Attest:

By: _____ By: _____

Print Name _____ Print Name _____

Date _____ Title _____

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ATTACHMENT 2

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The Offeror hereby agrees to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The Offeror agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Offeror: _____

Address: _____

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ATTACHMENT 3

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

- 1) The Offeror 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 any Federal department or agency;
 - b) Have not within a three-year period preceding this date 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 under a public transaction; 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 for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/Proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the Offeror is unable to certify to any of the statements in this certification, such Offeror shall attach an explanation to this Proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Date

Offeror's name

Address

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ATTACHMENT 4

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

The LCRDA will not intentionally award LCRDA contracts to any Offeror who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) (Section 274a(e) of the Immigration and Nationality Act).

The LCRDA may consider the employment by any Offeror of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Offeror of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by the LCRDA.**

OFFEROR ATTESTS THAT IT IS FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____ Title: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20__.

Personally known _____
NOTARY PUBLIC

OR Produced identification _____
Notary Public - State of

(Type of identification) My commission expires:

Printed, typed, or stamped
commissioned name of notary public

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

THE LCRDA RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

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ATTACHMENT 6

DRUG FREE WORK PLACE FORM

Drug-Free Work Place: Yes _____ N/A _____

If **Yes**, please complete the remainder of this form.

The undersigned Offeror hereby certifies that _____ (Name of Business) does:

Publish 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.

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.

Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

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 novo contender to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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.

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.

Offeror's Signature

Date

*This form **must** be completed, signed and returned with your response to fulfill the requirements of this RFQ*

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ATTACHMENT 7
LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a Local Business. For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or Request for Qualifications by the Leon County R&D Authority; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name:	
Current Local Address:	Phone: Fax:
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address:	
Home Office Address:	Phone: Fax:

Signature of Authorized Representative

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__.

By _____, of _____,
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a _____ corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)

or has produced _____ as identification.
(type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

Return Completed form with supporting documents to:

**Leon County R&D Authority, Ron Miller
2051 E. Paul Dirac Drive, Suite 100
Tallahassee, Florida 32310**

ATTACHMENT 8

OFFEROR REGISTRATION FORM

Distribution of Solicitation Documents – Documents related to the subject RFQ are being distributed via the LCRDA’s website, <http://innovation-park.com/opportunities/>.

Official Registration - Companies must officially register, before December 9, 2020, in order to be placed on the Offeror registration list for this solicitation. This list is used for communications to prospective companies.

- To register as an Offeror, complete the following information in its entirety and email the completed registration form to Ron Miller at rmiller@inn-park.com.
- Potential Offerors to the RFQ are responsible for reviewing the complete RFQ documents and for collecting all addenda prior to submitting their response. Addenda and revisions will not be forwarded automatically. Potential Offerors are advised to check the LCRDA’s website <http://innovation-park.com/opportunities/> periodically and prior to submitting their response.

Name of the Company:		
Company’s Mailing Address:		
City:	State:	Zip Code:
Telephone:	Fax:	E-Mail:
Primary Contact Person for the Company:		
Contact Person’s Mailing Address:		
City:	State:	Zip Code:
Telephone:	Fax:	E-Mail:

Questions & Answers - Questions concerning the RFQ, required submittals, evaluation criteria, response schedule, or selection process, and requests for interpretations or corrections of any or actual or perceived ambiguity, inconsistency or error which the company may discover shall be directed in writing to Ron Miller. Such written questions and requests shall be: (1) received by Ron Miller no later than December 2, 2020 at 2:00 p.m. EST; (2) signed by a person authorized to contractually bind such company; and (3) directed to Ron Miller by the company by e-mail. Answers to such questions will be posted on the LCRDA’s website <http://innovation-park.com/opportunities/>.

Communication Prohibition - Prospective Offerors are cautioned not to contact any officials other than Ron Miller concerning this RFQ.

Contact Information for Ron Miller –

- E-mail: rmiller@inn-park.com

Submit completed registration form to Ron Miller via email at rmiller@inn-park.com.

EXHIBIT A

SITE LOCATION AND CONCEPTUAL LAYOUT



Site Location



Note: This draft work is conceptual and prepared for informational purposes only. It is not to be used for construction or other purposes without the necessary approvals of the appropriate authorities.



Conceptual Layout

EXHIBIT B
INSURANCE

NOTE: "Contractor", as used herein, shall mean the selected Offeror.

- a. **CONTRACTOR'S INSURANCE.** Contractor shall, at its sole cost, maintain limits no less than the following throughout the Term:
- i. **General Liability.** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage with a \$2,000,000 annual aggregate. Contractor's insurance shall include Authority as an additional insured as provided herein below.
 - ii. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage for non-owned, hired automobile. Contractor's insurance shall include Authority as an additional insured as provided herein below. The requirements of this provision may be waived upon submission by Contractor of a written statement that no automobiles are used to conduct business.
 - iii. **Worker's Compensation and Employers Liability:** Insurance covering all employees meeting statutory requirements in compliance with the applicable state and federal laws. In lieu of naming Authority as an additional insured, Contractor shall provide to Authority a waiver of all rights of subrogation against Authority with respect to losses payable under such workers' compensation policy(ies).
- b. **AMENDED INSURANCE REQUIREMENTS.** Authority reserves the right to reasonably amend the insurance requirements to standards reasonable and customary for the size and type of business being conducted by Contractor by the issuance of a notice in writing to Contractor. The Contractor shall provide any other insurance or security reasonably required by Authority.
- c. **DEDUCTIBLES AND SELF-INSURED RETENTIONS.** Any deductibles or self-insured retentions applicable to any of Contractor's policies required above shall be declared to and approved by Authority. Thereafter, at the request of Authority, Contractor shall cause its insurer to reduce or eliminate such deductibles or self-insured retentions as they may apply to Authority, its agents, officers, officials, employees and volunteers or, in lieu of such reductions or eliminations, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.
- d. **AUTHORITY AS ADDITIONAL INSURED.** Authority, its agents, officers, officials, employees, and volunteers are to be named and covered as additional insureds, with no limitations on the scope of protection afforded, in all of Contractor's insurance policies, other than workers' compensation policies, that include coverage for the following:
- i. liability arising from, or in connection with, activities performed by, or on behalf of, Contractor;
 - ii. products and completed operations of Contractor;
 - iii. premises owned, occupied, or used by Contractor; or
 - iv. automobiles owned, leased, hired, or borrowed by Contractor.
- e. **CONTRACTOR'S INSURANCE AS PRIMARY.** With regard to claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by Contractor, its agents, representatives, employees, and/or subcontractors of the rights, duties and responsibilities pursuant to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Authority, its agents, officers, officials, employees, and volunteers. As such, any insurance or

- self-insurance maintained by Authority, its agents, officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it. In such instances when Contractor's insurance coverage is primary, Contractor hereby waives all rights of subrogation against Authority with respect to losses payable under such insurance coverage.
- f. CERTIFICATES OF INSURANCE. Contractor shall furnish Authority with certificates of insurance and with any original endorsements evidencing the coverages described above. Such certificates shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Authority prior to the commencement of Contractor's services under this Agreement. Authority reserves the right to require complete, certified copies of all Contractor's required insurance policies at any time. Each of Contractor's required insurance policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Authority. All of Contractor's required insurance policies shall be placed with insurers with a Best's rating of no less than A:VII and which are licensed in the state of Florida.
- g. OTHER ENDORSEMENTS REQUIREMENTS FOR CONTRACTOR'S INSURANCE. Each of Contractor's required insurance policies shall contain endorsements for, or otherwise provide, the following:
- i. that any failure to comply with the reporting provisions of the policies shall not affect coverage provided to Authority, its agents, officers, officials, employees, or volunteers;
 - ii. that, to the extent of insurer's limits of liability, Contractor's insurance coverage shall apply separately to each insured against whom claims are made or suit is brought; and
 - iii. that the companies issuing the insurance policy(ies) shall have no recourse against Authority for payment of premiums or assessments for any deductibles which are the sole responsibility and risk of Contractor.

**Exhibit 2 – Supplemental Services Schedule
North Florida Innovation Labs**

	<u>Description</u>	<u>Lump Sum Fee</u>
AS1	Programming Provides for development of building program for the project. Design team will lead programming workshops to discuss building program elements and develop building space and equipment requirements based on owner input. At the conclusion of the programming phase, the design team will provide a building program that describes the space requirements, general equipment requirements, construction budget, and schedule. (See ALW and RSH fee schedule)	\$26,950
AS2	Geotechnical Investigation See attached proposal from EGS for description and fee schedule.	\$15,000
AS3	Geophysical Investigation See attached proposal from EGS for description and fee schedule.	\$20,000
AS4	Topographic Survey See attached proposal from Poole Engineering for description and fee schedule.	\$7,500
AS5	Structured Cable Provides for design of structured cable system for building. (See AEI fee schedule).	\$16,600
AS6	Record Documents Provides for updating cadd files to reflect contractor record set changes at the conclusion of the project. UAS1dated cadd files will be turned over to the owner upon completion. (See ALW and AEI fee schedule)	\$8,800
AS7	Life Cycle Cost Analysis Provides for development of a Life Cycle Cost Analysis to determine predicted energy usage of potential primary mechanical systems proposed for building to aid in selection from a life cycle cost perspective. (See AEI fee schedule)	\$7,000
AS8	Detailed Cost Projection Provides for development of detailed cost projections during the following design phases: design development, 50% construction documents, and 100% construction documents. (See ALW and AEI fee schedule)	\$26,925
AS9	Building Code Required Commissioning Provides for building code required commissioning of the project. (See AEI fee schedule)	\$39,900
AS10	RF Testing Provides for NFPA code required radio frequency testing within the new building. (Maximum not-to-exceed, see H2 fee schedule)	\$16,200

EXHIBIT 2

AS11 Furniture and Equipment Planning	25,000
Provides for furnishings and loose equipment selection. This service does not include loose laboratory equipment, artwork selection, or interior graphics design or coordination. (See ALW fee schedule)	
AS12 Audio Visual Systems	\$12,600
See attached proposal from AEI.	
AS13 EDA Grant Administration	\$15,000
Provides for administrative tasks and reporting associated with the EDA Grant. (See ALW fee schedule)	
AS14 Enhanced Field Observation	\$244,810
Provides for on-site representation and additional reporting during construction. ALW will provide a qualified field agent on-site for 20 hours per week for 70 weeks. The field agent will log daily site progress, noting progress and any discrepancies with construction documents. A weekly report will be provided summarizing the weeks daily logs. Additional reporting is provided by BNI and AEI during construction of disciplines of relative responsibility. (See ALW, AEI, and BNI fee schedules)	
AS15 Site Design, Engineering and Permitting	\$77,100
Provide for required architectural site design and administration, civil engineering, site permitting applications and supporting data, site bid assistance, and site construction administration services. (See ALW fee schedule and Poole Engineering Proposal)	
AS16 Printing Allowance	\$10,000
Provides for a printing allowance to be invoiced as a reimbursable. Printing rates are indicated on the ALW Rate Sheet.	

Exhibit 2

ALW FEE SCHEDULE

North Florida Innovation Labs
January 29, 2021

Note:
Gray highlighted areas indicate basic services.
Red highlighted areas indicate supplemental service.

Basic Services	Hours	Hourly Rate	Total
1. Schematic Design	334	125	\$41,772
2. Design Development	1037	125	\$129,681
3. 50% Construction Documents	643	125	\$80,345
4. 100% Construction Documents	684	125	\$85,445
5. Bid / Permitting Phase	288	125	\$35,941
6. Construction Administration (to be billed monthly)	876	125	\$109,494
Total Basic Services**			\$482,678

Supplemental Services	Hours	Hourly Rate	Total
AS1 - Programming	108	125	\$13,500.00
AS6 - Record Drawings	40	125	\$5,000.00
AS8 - Detailed Cost Projection	125	125	\$15,625.00
AS11 - Furniture and Equipment Selection	200	125	\$25,000.00
AS13 - EDA Grant Administration (4hr/month x 30 months)	120	125	\$15,000.00
AS14 - Enhanced Field Observation (4 hrs/day x 70 weeks)	1400	125	\$175,000.00
AS15 - Site Design, Engineering, and Permitting	350	125	\$43,750.00
AS16 - Printing of plans and specifications for distribution at DD, 50% CD, and 100% CD.			\$10,000.00

***Proposal based on blended rate of \$125. See hourly rate schedule included herein for rates by role category.*

Reynolds Smith & Hill

Fee Schedule

**Supplemental Service No. 1
Programming**

Leon County Incubator Laboratory		7-Jan-21					
RS&H Fee Calculations	Hours	Blended Rate	Fee	Expenses	Total	Notes	Trip Calculations
Lab Planning Services							
Programming	80	\$ 150.00	\$ 12,000.00	\$ 1,450.00	\$ 13,450.00	Lab Data Sheets Projected Equipment Lists Space Summary Sheet Brief Lab Narrative	1 trip / One person
Basic Services							
Schematic Design 22%	120	\$ 150.00	\$ 18,000.00	\$ 1,450.00	\$ 19,450.00	Initial Lab Modular Design Collaboration on Floor Plan Input on Structural Grid	1 trip / One person
Design Development 41%	220	\$ 150.00	\$ 33,000.00	\$ 1,450.00	\$ 34,450.00	Initial Lab Furnishing Plans Typical Lab Details Typical Lab Elevations Draft Specs - Casework, Fume hoods	1 trip / One person
50% CDs 6%	32	\$ 150.00	\$ 4,800.00		\$ 4,800.00	No drawings - review LW drawings	
100% CDs 6%	32	\$ 150.00	\$ 4,800.00		\$ 4,800.00	No drawings - review LW drawings	
Bidding 3%	16	\$ 150.00	\$ 2,400.00		\$ 2,400.00	Assist in Bid questions	
Construction Administration 7%	40	\$ 150.00	\$ 6,000.00	\$ 4,350.00	\$ 10,350.00	3 site observations / check lab shop drawing review	3 trips / 1 person
	540		\$ 81,000.00	\$ 8,700.00	\$ 89,700.00		

ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.

EGS Proposal No.: 100-098-20

January 8th, 2021

Architects Lewis + Whitlock

206 West Virginia Street,
Tallahassee, Florida 32301



ATTN: C. Camden Whitlock, AIA, LEED AP
Project Manager

SUBJECT: Cost Proposal for Geotechnical and Geophysical Services
RFQ No. 20-01 – North Florida Innovation Labs Building
Leon County, Florida

Dear Cam:

Attached is the Cost Estimate for Environmental and Geotechnical Specialists, Inc. (**EGS**) to perform the requested geotechnical design services (**TASK A**) and geophysical screening services (**Optional TASK B**) at the above-mentioned Project. As requested, the below cost estimate is based on the following Scope of Services;

TASK A - Geotechnical Investigation – One (1) Building and One (1) Parking Facility

- Perform the Scope of Services, as outlined in the Attached Cost Proposal, in accordance with the Terms and Conditions that will be agreed to for this Contract;

Optional TASK B – Geophysical Survey – Perform Electrical Resistivity Imaging (ERI) of the Proposed Site (See Attached Figure)

- Perform the Scope of Services, as outlined in the Attached Cost Proposal, in accordance with the Terms and Conditions that will be agreed to for this Contract;

The attached Scope of Services and costs are based on the following understandings:

- Environmental and Geotechnical Specialists, Inc. (**EGS**) will have access to the soil boring locations and has permission to be on site;
- Bid assumes that **EGS** can perform the work between the normal business hours of Monday through Friday, 7:00am to 5:00pm;
- **EGS** is not responsible for obtaining necessary permits (excluding utility locate ticket), should they be required, for the proposed site; and,

ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.

- Costs have not been included for design services other than those outlined in the above Scope of Services;
- Costs have not been included to design a remediation plan for a karst feature, should one be encountered;
- Costs have been included to evaluate shallow foundations and/or deep foundations, based on the most cost-effective foundation option available, based on the soil conditions and the building loads;
- Foundation design of the proposed building is to be performed by others; and,
- All work will be conducted in accordance with the Contract that will be agreed to for this Project, should it be approved.

EGS estimates it can complete the attached Scope of Services in six (6) weeks from Notice-To-Proceed, for a Lump Sum amount as follows:

• TASK A: Geotechnical Investigation:	\$15,000.00
• Optional TASK B: Geophysical Investigation:	\$20,000.00
• TOTAL: TASK's A & B:	\$35,000.00

Environmental and Geotechnical Specialists appreciates the opportunity to provide the attached Cost Estimate. Authorization of this Cost Proposal can be accomplished by providing **EGS** a Contract for our review and signature.

If you have any questions concerning the costs, please call me. Thank you again for considering EGS for this Project.

Sincerely,

Environmental and Geotechnical Specialists, Inc.

Tom Hayden

Thomas H. Hayden, P.E.
Vice President

Attachment: **EGS Cost Proposal (1-8-2021)**
 Figure – Soil Boring Location Plan
 Figure – Leon County Mapped “Karst” Feature Inventory

ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.
PROJECT ESTIMATE - TASK A

PROJECT: RFQ No. 20-01 - NORTH FLORIDA INNOVATION LABS BUILDING **DATE:** 1/8/2021
LOCATION: LEON COUNTY, FLORIDA **PROPOSAL:** 100-098-20

CLIENT: ARCHITECTS LEWIS + WHITLOCK

TASK A: **GEOTECHNICAL INVESTIGATION - NORTH FLORIDA INNOVATION LABS BUILDING**
ONE (1) SHALLOW/DEEP FOUNDATION BUILDING AND ONE (1) PARKING FACILITY

Scope of Services:

Field
Mobilize on Site
Building Investigation
Install 6-20 Feet Deep SPT Borings In Footprint of the Proposed Building (120 Feet)
Install 2-60 Feet Deep SPT Borings In Footprint of the Proposed Building (120 Feet)
Parking Facility Investigation
Install 5-5 Feet Deep Hand Auger Borings In Footprint of the Proposed Parking Facility (25 Feet)
Laboratory (Classification and Uniformity)
Particle Size Analysis Every 10 Feet (26 Tests)
Plastic Limit and Liquid Limit Ever 20 Feet (13 Tests)
Organic Test Every 20 Feet (13 Tests)
Report
Prepare a Geotechnical Report, Including:
Subsurface Materials Encountered
Measured Groundwater and Estimated "Normal" Seasonal High Groundwater
Geotechnical Design Paramaters For Shallow OR Deep Foundations, Depending On Most Cost
Effective Foundation Design
Building Pad Preperation Recommendations for Proposed Building
Over-excavation Recommendations for Proposed Parking Facility
Geotechnical Recommendations for Proposed Parking Facility
Geotechnical Plan Sheet in AutoCAD or Microstation Format

Page 1 of 2

	UNITS	NO. OF UNITS	COST/UNIT	COST
LABOR CATEGORY				
Senior Engineer	Hour	4	\$233.96	\$935.84
Engineering Intern	Hour	40	\$99.33	\$3,973.20
CADD / Computer Technician	Hour	24	\$86.03	\$2,064.72
Total Labor			\$6,973.76	
FIELD CATEGORY				
MOBILIZATION				
Drill Rig - Truck Mounted	Each	1	\$480.00	\$480.00
DRILLING				
Hand Auger With Static Cone Penetrometer (SCP)	LF	25	\$16.00	\$400.00
SPT - Truck - 0-50 Ft	LF	220	\$13.00	\$2,860.00
SPT - Truck - 50-100 Ft	LF	20	\$15.50	\$310.00
Grout Boreholes - Truck - 0-50 Ft	LF	220	\$5.00	\$1,100.00
Grout Boreholes - Truck - 50-100 Ft	LF	20	\$6.00	\$120.00
Extra SPT Samples - Truck - 0-50 Ft	Each	44	\$34.00	\$1,496.00
Extra SPT Samples - Truck - 50-100 Ft	Each	4	\$39.00	\$156.00
Total Field			\$6,922.00	
LABORATORY CATEGORY				
Particle Size Anlys AASHTO T88 (No Hydrometer)	Test	26	\$60.00	\$1,560.00
Liquid Limit AASHTO T89	Test	13	\$50.00	\$650.00
Plastic Limit & Plasticity Index AASHTO T90	Test	13	\$50.00	\$650.00
Organic Content Ignition FM 1 T-267	Test	13	\$37.00	\$481.00
Total Laboratory			\$3,341.00	
SUBTOTAL				\$17,236.76
LUMP SUM TOTAL - TASK A:				\$15,000.00

NOTE: ALL WORK WILL BE PERFORMED IN ACCORDANCE WITH THE TERMS AND CONDITIONS
AGREED TO FOR THIS CONTRACT.

ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.
PROJECT ESTIMATE - OPTIONAL TASK B

PROJECT: RFQ No. 20-01 - NORTH FLORIDA INNOVATION LABS BUILDING **DATE:** 1/8/2021
LOCATION: LEON COUNTY, FLORIDA **PROPOSAL:** 100-098-20

CLIENT: ARCHITECTS LEWIS + WHITLOCK

TASK B: GEOPHYSICAL SURVEY - PERFORM ELECTRICAL RESISTIVITY IMAGING (ERI) OF SITE FOOTPRINT (500 FT x 500 FT) TO EVALUATE PRESENCE OF KARST FEATURES

Scope of Services:

Field
Mobilize on Site
Geophysical Survey
Based on Performing ERI Scans on 25 Feet Spacing Throughout Site Footprint
500 Feet / 25 Feet = 20 Scans
Based on Performing 4 ERI Scans Per Day
20 Scans / 4 Scans Per Day = 5 Days
Based on 5 Days of Senior Engineering Technician Time To Perform Scans
Senior Engineering Technician = 8 Hrs/Day x 5 Days = 40 Hrs
Laboratory (Classification and Uniformity)
N/A
Report
Update the Geotechnical Report Outlined in **TASK A** With:
Subsurface Materials Encountered
Plan Profile Sheet of ERI Results
2-Dimensional Locations of possible karst features overlaid on Aerial of Property
(If Karst Features Are Encountered) Geotechnical Discussion / Recommendations as to the Cost Effectiveness of Remediating (or Avoiding) Discovered Karst Features
NOTE: Costs Have Not Been Included To Design Remedial Option, Should Karst Features Be Encountered. If Encountered (and Requested), EGS Can Provide Costs For That Service At A Later Date.

Page 1 of 2

	UNITS	NO. OF UNITS	COST/UNIT	COST
LABOR CATEGORY				
Senior Engineer	Hour	8	\$233.96	\$1,871.68
Engineering Intern	Hour	40	\$99.33	\$3,973.20
Senior Engineering Technician	Hour	8	\$130.83	\$1,046.64
CADD / Computer Technician	Hour	40	\$86.03	\$3,441.20
Total Labor			\$10,332.72	
FIELD CATEGORY				
MOBILIZATION				
Electrical Resistivity Imaging (ERI) Equipment	Each	1	\$400.00	\$400.00
GEOPHYSICAL				
Electrical Resistivity Imaging (ERI Equipment Only)	Hour	40	\$235.00	\$9,400.00
Total Field			\$9,800.00	
SUBTOTAL				\$22,959.72
LUMP SUM TOTAL - TASK B:				\$20,000.00
LUMP SUM TOTAL - TASK's A & B:				\$35,000.00

NOTE: ALL WORK WILL BE PERFORMED IN ACCORDANCE WITH THE TERMS AND CONDITIONS AGREED TO FOR THIS CONTRACT.

January 6, 2021

EXHIBIT 2

SUPPLEMENTAL SERVICE NO. 4 & 15

Mr. Cam Whitlock
Architects Lewis + Whitlock
206 West Virginia Street
Tallahassee, FL 32301

RE: Proposal for Professional Services
Innovation Lab RFQ 20-01
Innovation Park
Leon County, Florida

Dear Cam,

Poole Engineering and Surveying appreciates the opportunity to provide a proposal for professional engineering and surveying services for development of a research lab at the subject location. The parcel is currently vacant within an unrecorded subdivision. The plan is to develop the within the limits of the available parcel area utilizing the existing stormwater pond and utilities.

Scope of Work

Poole Engineering and Surveying will provide the engineering and surveying services typically required for site related construction approvals and permits with specific services provided as follows:

Design Services

- | | | |
|-------------|---|------------|
| AS4 | 1. Boundary, topographic, tree, utility, and existing conditions survey. Includes research of the preliminary plat documents and other survey information available from the owner.
Estimate of survey personnel requirements to accomplish the work:

1. 3-man survey crew – 3 days total at 8 hours per day = 8 x \$150/hour x 3 days = \$3,600;
2. Senior Surveyor & Mapper (PLS) at 5 hours = 5 x \$140/hr = \$700; and
3. Survey Tech at 40 hours = 40 x \$80/hr = \$3,200. | \$7,500.00 |
| AS15 | 2. Preliminary Engineering – preparation of several preliminary site plans based on the client's input and development space per City of Tallahassee's ordinance and the requirements of Innovation Park, obtain the Land Use Compliance Certificate, conduct a pre-application conference with the City, and client consultations.
Estimate of engineering personnel requirements to accomplish the work:

1. Project Engineer at 10 hours= 10 x \$175/hour = \$1,750; and | \$3,510.00 |

AS15

	2. CAD Designer at 22 hours = 22 x \$80/hr = \$1,760.	
3.	Natural Features Inventory application with the City. Estimate of administrative personnel requirements to accomplish the work: 1. Administrative Assistant at 8 hours= 8 x \$30/hour = \$240; and 2. Project Management at 2 hours = 2 x \$135/hr = \$270.	\$510.00
4.	Type A Site Plan Review and Concurrency Applications, including development plans prepared to the Innovation Park PUD requirements and City Code requirements, stormwater management plans, utility service plan, and attendance of the Leon County Research and Development Authority Review Meeting. Estimate of engineering and administrative personnel requirements to accomplish the work: 1. Project Engineer at 4 hours= 4 x \$175/hour = \$700; 2. CAD Designer at 60 hours = 60 x \$80/hr = \$4,800; 3. Administrative Assistant at 6 hours= 6 x \$30/hour = \$180; and 4. Project Management at 3 hours = 3 x \$135/hr = \$405.	\$6,085.00
5.	Response to site plan comments and coordination of final sign-off by the Leon County Research and Development Authority Estimate of engineering personnel requirements to accomplish the work: 1. Project Engineer at 3 hours= 3 x \$175/hour = \$525; and 2. CAD Designer at 24 hours = 24 x \$80/hr = \$1,920.	\$2,445.00
6.	City of Tallahassee Environmental Management Permit Application, including hydraulic calculations for the conveyance pipes, construction plans, site specifications, details, coordinate with the landscape architect on the Code landscape design and conceptual irrigation system for permitting compliance and response to staff comments Estimate of engineering personnel requirements to accomplish the work: 1. Project Engineer at 18 hours= 18 x \$175/hour = \$3,150; and 2. CAD Designer at 40 hours = 40 x \$80/hr = \$3,200.	\$6,350.00
7.	NWFWMD ERP Permitting process Estimate of engineering personnel requirements to accomplish the work:	\$2,425.00

AS15

1.	Project Engineer at 7 hours= 7 x \$175/hour = \$1,225; and	
2.	CAD Designer at 15 hours = 15 x \$80/hr = \$1,200.	
8.	NPDES Stormwater Pollution Prevention Plan Estimate of engineering personnel requirements to accomplish the work:	\$1,575.00
1.	Project Engineer at 9 hours= 9 x \$175/hour = \$1,575	
9.	Incidental Costs for Reimbursement such as prints, fire hydrant testing, etc.	\$1,000.00

Total Design Professional Fees

\$31,400.00

AS15

Construction Services		
1.	Assist in the review of bid prices and cost estimates for Site Work Estimate of engineering personnel requirements to accomplish the work:	\$1,575.00
1.	Project Engineer at 9 hours= 9 x \$175/hour = \$1,575	
2.	Site construction management assistance, as requested or required, including assistance with site construction, preconstruction conference, site observations, and responses to site related construction (30 hours maximum for engineer) Estimate of engineering personnel requirements to accomplish the work:	\$5,250.00
1.	Project Engineer at 30 hours= 30 x \$175/hour = \$5,250	
3.	Stormwater compliance report, update Stormwater Pond Operating permit and assistance with final site related punch-list Estimate of engineering personnel requirements to accomplish the work:	\$2,625.00
1.	Project Engineer at 15 hours= 15 x \$175/hour = \$1,575	
Total Construction Services Fees		\$9,450.00

Fees do not include application fees or services not indicated above. Stormwater as-built survey required by City of Tallahassee Growth Management to be provided by contractor.

TERMS AND CONDITIONS

Poole Engineering & Surveying, Inc. ("Poole") shall perform the services for the Client as outlined in this agreement for the stated fee agreement.

EXHIBIT 2

Supplemental Services 5, 6, 7, 8, 9 and 14



January 7, 2021

Mr. Camden Whitlock, AIA | LEED AP
Principal
Architects Lewis + Whitlock
206 West Virginia Street
Tallahassee, Florida 32301

Affiliated Engineers SE, Inc.
12921 SW 1st Road
Gainesville, FL 32669
Tel 352.376.5500 • Fax 352.375.3479
www.aeieng.com

**RE: North Florida Innovation Laboratories Incubator
Fee Proposal for Engineering Services
REVISION ONE**

Dear Mr. Whitlock,

We are excited to be involved in this project and especially with you and your team at ALW! Our understanding of the project is based upon the original project solicitation and the information you have provided via email since project award. The project will be constructed at the Innovation Park of Tallahassee and will be a hard-bid construction delivery.

Project Approach

We propose to provide the design of the mechanical, electrical, plumbing and fire protection for this facility. Our efforts will include support during the construction phase of the project. We anticipate the opportunity to work and coordinate with the project team to identify economies and efficiencies in development of the documentation and delivery of the project.

Scope of Systems

The systems anticipated to be designed for this project include:

HVAC Systems

1. Rooftop direct expansion administrative AHUs
2. Rooftop direct expansion laboratory AHUs
3. Laboratory fume exhaust
4. Laboratory general exhaust
5. Integral RTU electric or natural gas heating
6. Electric terminal heat and reheat or HHW plant and distribution system
7. Stand-alone cooling plant is excluded from these services.

Electrical Systems

1. Normal power including utility distribution w/single facility meter (Multi-tenant metering excluded.)
2. Life Safety – Code-required
3. Optional stand-by power – Single packaged generator and transfer switch with integral fuel tank and enclosure

Mr. Camden Whitlock, AIA
RE: **North Florida Innovation Labs**
Page 2 of 7
Revision One



4. Lighting – basic services lighting design includes a well-coordinated design with non-proprietary fixtures, using good engineering practices, code-required controls and applying typical work plane horizontal illumination calculations.
5. Fire alarm
6. Tele-data pathways only

Plumbing Systems

1. Domestic cold and hot water
2. Sanitary waste and vent
3. Basic laboratory gases – CO₂, Vacuum, Air
4. Storm water drainage
5. Pure/Soft water excluded
6. Process systems excluded
7. Sanitary waste-neutralization and waste-kill excluded

Fire Protection – Performance Specification

1. Automatic wet-pipe sprinkler
2. Fire pump – not anticipated and excluded from scope of work
3. Special systems excluded (dry-pipe, clean-agent, etc.)

Site

1. Electric utility interface at utility-provided transformer
2. Site basic lighting
3. Connections to domestic water within five feet of building boundary
4. Connections to fire protection water within five feet of building boundary
5. Connections to sanitary water within five feet of building boundary
6. Connections to storm water within five feet of building boundary
7. Site-located cooling and heating plant excluded
8. Site-located waste-kill system excluded
9. Site-located contaminated waste storage facility excluded

Shelled spaces - minimal, code-required accommodations only

1. Fire protection zoning
2. Fire alarm
3. Egress lighting
4. HVAC - Freeze-protection and basic conditioning

Scope of Work

Schematic Design

1. Basis of Design
2. Drawings – Fire protection zoning, Plumbing, HVAC, Electrical
 - a. Initial Floor Plans
 - b. Initial Systems riser diagrams

Mr. Camden Whitlock, AIA
RE: **North Florida Innovation Labs**
Page 3 of 7
Revision One



- c. Standard details
- d. Controls diagrams

Design Development

- 1. Basis of Design
- 2. Drawings – Fire protection zoning, Plumbing, HVAC, Electrical
 - a. Floor Plans
 - b. Systems riser diagrams
 - c. Standard details
 - d. Controls diagrams, points
 - e. Schedules

50% Construction Documents

- 1. Basis of Design
- 2. Drawings – Fire protection zoning, Plumbing, HVAC, Electrical
 - a. Floor Plans
 - b. Systems riser diagrams
 - c. Standard details
 - d. Controls diagrams, points, and sequences of operation
 - e. Schedules
- 3. Specifications

100% Construction Documents

- 1. Basis of Design
- 2. Drawings – Fire protection zoning, Plumbing, HVAC, Electrical
 - a. Floor Plans
 - b. Systems riser diagrams
 - c. Standard details
 - d. Controls diagrams, points, and sequences of operation
 - e. Schedules
- 3. Specifications
- 4. Energy Code Compliance Documentation (FLACOM) OR LEED Energy Model

Conformance Documents

- 1. Basis of Design
- 2. Drawings – Fire protection zoning, Plumbing, HVAC, Electrical
 - a. Floor Plans
 - b. Systems riser diagrams
 - c. Standard details
 - d. Controls diagrams, points, and sequences of operation
 - e. Schedules
- 3. Specifications

Mr. Camden Whitlock, AIA
RE: **North Florida Innovation Labs**
Page 4 of 7
Revision One



Bid and Negotiation Phase

1. Support contractor questions
2. Negotiation is excluded

Construction Phase

1. Field Services
 - a. Construction Observation – up to eighteen (18) single-person site visits including final completion.
2. Consultation
 - a. Document Interpretation (RFIs)
 - b. Shop Drawing Review – includes one resubmittal review
3. Revised Basis of Design document at project completion

Schedule

We anticipate that the following durations work well with our planned deliverables:

Schematic Design (ASD)	two weeks
Design Development (DD)	twelve weeks
50% Construction Document Submittal (50% CD)	ten weeks
100% Construction Document Submittal (100% CD)	twelve weeks
Bid Phase	four weeks
Construction	18 months

Significant changes to the schedule may result in additional fees upon re-initiation of the project. This included prolonged negotiation periods and project pauses. Duration beyond above construction phase shall require additional services.

Compensation

We propose to provide the deliverables outlined above **for a lump-sum fee of \$266,800.00 excluding expenses**. Expenses will be billed at cost plus 10%. Hourly estimates for each discipline for each phase are included as an attachment within this fee proposal.

Schematic Design	\$ 21,400.00
Design Development	\$ 42,600.00
50% Construction Documents	\$ 79,900.00
100% Construction Documents	\$ 74,800.00
Bid Phase	\$ 2,800.00
Construction Administration (18 months)	\$ 45,300.00

Options for additional services not included above which are necessary to provide for a complete project:

Site Lighting	\$ 6,500.00
Site Electrical Connection w/ Utility	\$ 4,100.00
AS5 Structured Cable Pathways	\$ 5,900.00
AS6 Record Documents	\$ 3,800.00

Mr. Camden Whitlock, AIA
 RE: **North Florida Innovation Labs**
 Page 5 of 7
 Revision One



Options for additional services not included above which may provide significant value to the project:

	Energy Modeling (Publish up to three reports)	\$ 12,100.00
AS8	Cost Estimating (MEP only – up to two estimates)	\$ 11,300.00
	Cost Estimating (up to two estimates)	\$ 27,000.00
AS7	LCCA (up to three scenarios)	\$ 7,000.00
AS5	Structured cable design (excludes equipment selection)	\$ 10,700.00
	LEED Certified	\$ 12,300.00
	LEED Silver	\$ 17,700.00
	LEED Gold	\$ 22,900.00
	LEED Platinum	\$ 29,200.00
AS14	Enhanced Construction Administration **	\$ 37,800.00
	Monthly CA (beyond 18 months)	\$ 2,900.00
	Additional site visits (beyond 18 w/in base 18 mo.)	\$ 1,200.00
	Commissioning (Cx) (MEP only)	\$ 76,600.00
AS9	Commissioning – Code requires	\$ 39,900.00
	Cx support (if owner hires 3rd party Cx)	\$ 7,700.00
	Audio / Visual	\$ TBD
	Survey of existing equipment	\$ TBD
	Early release package	\$ TBD
	Training	\$ TBD

** - Enhanced Construction administration provides for an additional three site visits per month for 14 months of the projected 18-month construction duration.

We anticipate working together with the client to determine the scope for entries above which are noted as TBD to ensure best value for a yet-to-be-determined scope which fully meets their needs and budget.

Cam, we sincerely look forward to working on this project with you and believe we have identified the scope required for a complete project. Please contact me directly with questions and comments or if you would like to further refine this proposal.

Very best regards,

Affiliated Engineers SE, Inc.

Marc LeBrun, PE
 Project Manager

Cc: Tyler Dykes, PE
 Scott Robinson, PE
 File

North Florida Innovation Labs		Basic Services				
Phase		Hours	Mechanical	Plumbing	Electrical	Total
Schematic Design	8%	171	72	41	58	\$ 21,323.95
Design Development	16%	342	144	82	116	\$ 42,647.89
50% Construction Documents	30%	640	269	154	218	\$ 79,964.80
100% Construction Documents	28%	598	251	144	203	\$ 74,633.81
Bid	1%	22	9	5	7	\$ 2,665.49
Construction Administration	17%	363	152	87	123	\$ 45,313.39
Sub-Total Fee	100%	2136	897	513	726	\$266,549

* - Based upon blended rate of \$125 per hour. See rate schedule included herein for rates by role category.

		Additional Services - not included in base fee				
Service		Hours	Mechanical	Plumbing	Electrical	Grand Total
Site lighting		51			33	\$6,400
Site electrical connection w/Utility		32			33	\$4,000
AS5 Structured cable pathways		47			33	\$5,900
AS6 Record Documents		30	13	7	10	\$3,800

* - Based upon blended rate of \$125 per hour. See rate schedule included herein for rates by role category.

		Additional Services - not included in base fee				
Service		Hours	Mechanical	Plumbing	Electrical	Grand Total
Energy Modeling		96	40	23	33	\$ 12,000.00
AS8 Cost Estimating (MEP only - Two estimates)		90				\$ 11,200.00
Cost Estimating (Two estimates)		216				\$ 27,000.00
AS7 LCCA		56	24	13	19	\$ 7,000.00
AS5 Structured Cable Design		86	0	0	86	\$ 10,700.00
LEED Certified		98	41	24	33	\$ 12,300.00
LEED Silver		141	59	34	48	\$ 17,600.00
LEED Gold		184	77	44	63	\$ 23,000.00
LEED Platinum		235	99	56	80	\$ 29,400.00
AS14 Enhanced Construction Administration		302	127	73	103	\$ 37,800.00
Monthly CA (beyond 18 months)		22	9	5	8	\$ 2,800.00
Building Commissioning		552	304	110	138	\$ 69,000.00
AS9 Building Commissioning - Code-required		319	176	64	80	\$ 39,900.00
Building Commissioning Support		62	34	12	15	\$ 7,700.00
Audio / Visual						TBD
Survey - Existing Lab Equipment						TBD
Early Release Package						TBD
Training						TBD

* - Based upon blended rate of \$125 per hour. See rate schedule included herein for rates by role category.

EXHIBIT 2

SUPPLEMENTAL SERVICE NO.12



February 1, 2021

Mr. Camden Whitlock, AIA | LEED AP
Principal
Architects Lewis + Whitlock
206 West Virginia Street
Tallahassee, Florida 32301

Affiliated Engineers SE, Inc.
12921 SW 1st Road
Gainesville, FL 32669
Tel 352.376.5500 • Fax 352.375.3479
www.aeieng.com

**RE: North Florida Innovation Laboratories Incubator
Fee Proposal for Audio/Visual Engineering Services
REVISION TWO**

Dear Mr. Whitlock,

We propose to provide the design of basic audio/visual systems for this facility. Our efforts will include support during the construction phase of the project. We anticipate the opportunity to work and coordinate with the project team to identify economies and efficiencies in development of the documentation and delivery of the project.

Scope of Systems

- Audio / Visual Systems

Scope of Work

Develop the audiovisual systems design for the project, including the following.

- Prepare drawings and specifications for audio, video presentation, and related control systems, describing the contractual responsibilities for provision and installation of the systems, suitable for competitive bidding.
- Identify and locate devices (displays, projectors, speakers, controls, rack-mounted or podium-housed equipment, etc.) and interface panels (HDMI, VGA, etc.).
- Delineate pathways for wiring and cabling and coordinate with the Architect and other sub-consultants. Conduit, cable tray, and other infrastructure for distribution will be documented and specified within the electrical systems drawings.
- The documents will include:
 - Floor plans and reflected ceiling plans showing locations of all AV devices for reference and coordination.
 - AV system diagrams showing functional connections.
 - System installation details of interface panels, equipment rack elevations, and finish mounting details.
 - Specifications and equipment list for equipment and materials describing system operations, installation guidelines, system testing, and final system adjustments.

Mr. Camden Whitlock, AIA
RE: **North Florida Innovation Labs**
Page 2 of 2
Revision Two



Notes/Assumptions:

- This fee includes the design of three (3) independent room types (i.e. small conference room, large conference room and lobby/public gathering space).
- Analysis of the construction methods, interior room treatments, air handling and other noise/vibration-generating mechanical systems, resulting in recommended measures needed to meet the acoustical goals of the project will be provided by others (i.e. acoustical engineer).

Schedule

We anticipate that the following durations work well with our planned deliverables and parallels the current projected project schedule:

Schematic Design (ASD)	two weeks
Design Development (DD)	twelve weeks
50% Construction Document Submittal (50% CD)	ten weeks
100% Construction Document Submittal (100% CD)	twelve weeks
Bid Phase	four weeks
Construction	18 months

Significant changes to the schedule may result in additional fees upon re-initiation of the project. This included prolonged negotiation periods and project pauses.

Compensation

AS12

We propose to provide the deliverables outlined above **for a lump-sum fee of \$12,600.00 excluding expenses.** Expenses will be billed at cost plus 10%. Hourly estimates for each phase for our AV specialist are included below based upon a blended rate of \$125.00 per hour.

Project Phase	Est. Hrs.	Fee
Schematic Design	10	\$ 1,260.00
Design Development	10	\$ 1,260.00
50% Construction Documents	20	\$ 2,530.00
100% Construction Documents	45	\$ 5,690.00
Bid Phase	5	\$ 600.00
Construction Administration (Final Site Visit)	10	\$ 1,260.00

Cam, we sincerely look forward to working on this project with you and believe we have identified the scope required for a complete project. Please contact me directly with questions and comments or if you would like to further refine this proposal.

Very best regards,

Affiliated Engineers SE, Inc.

Marc LeBrun, PE
Project Manager

Cc: Tyler Dykes, PE
File

EXHIBIT 2
SUPPLEMENTAL SERVICE NO.14



BLISS & NYITRAY, INC.
STRUCTURAL
ENGINEERS

BLISS & NYITRAY, INC.
January 6, 2021

Project Name: North Florida Innovation Labs Building

ACTIVITY	PERCENT	PRINCIPAL		PROJ. ENGINEER		ENGINEER		SR. CADD OPERATOR		SITE REP		Clerical		MANHRS BY ACTIVITY	TOTAL ACTIVITY FEE
		MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY RATE		
			\$225.00		\$150.00		\$120.00		\$85.00		\$80.00		\$55.00		
Administration															
Schematic Design		24	\$5,400.00					20	\$1,700.00					44	\$7,100.00
Design Development		31	\$6,975.00			60	\$7,200.00	40	\$3,400.00					131	\$17,575.00
50% Construction Documents		24	\$5,400.00			58	\$6,960.00	24	\$2,040.00					106	\$14,400.00
Construction Documents		24	\$5,400.00			58	\$6,960.00	24	\$2,040.00					106	\$14,400.00
Bidding		8	\$1,800.00			16	\$1,920.00							24	\$3,720.00
Construction Administration		24	\$5,400.00			60	\$7,200.00	20	\$1,700.00					104	\$14,300.00
Special Foundations		6	\$1,350.00			16	\$1,920.00	8	\$680.00			1	\$55.00	31	\$4,005.00
Special Inspections AS14		48	\$10,800.00							250	\$20,000.00	22	\$1,210.00	320	\$32,010.00
TOTAL:		189	\$42,525.00			268	\$32,160.00	136	\$11,560.00	250	\$20,000.00	23	\$1,265.00	866	\$107,510.00
TOTAL ACTIVITIES FEE															\$107,510.00
TOTAL FEE =															\$107,510.00

*Red shaded box indicates additional service.

Exhibit 3 - Hourly Rate Sheets North Florida Innovation Labs



2020 Hourly Rates and Reimbursement Schedule

Staff Role	Rate
Principal	\$195
Sr. Project Manager	\$165
Project Manager	\$155
Architect/Designer III	\$145
Architect/Designer II	\$120
Architect/Designer I	\$110
Interior Designer	\$120
Technical Coordinator	\$120
Intern	\$90
Clerical Support	\$60

Reimbursable Expenses	Cost
<u>Plans</u>	
24"x36" plan sheets (b/w)	\$1.50/page
24"x36" plan sheets (color)	\$4.00/page
30"x42" plan sheets (b/w)	\$2.00/page
30"x42" plan sheets (color)	\$5.00/page
36"x42" plan sheets (b/w)	\$2.50/page
36"x42" plan sheets (color)	\$6.00/page
<u>Specification Printing</u>	
8.5"x11" (b/w)	.13/page
8.5"x11" (color)	.15/page
8.5"x11" cardstock (b/w)	.50/page
8.5"x11" cardstock (color)	\$1.22/page
Spiral/Tape Binding	\$ 3.00/book
<u>Presentation Books</u>	
11"x17" (b/w)	.26/page
11"x17" (color)	.50/page
11"x17" cardstock (b/w)	.75/page
11"x17" cardstock (color)	\$1.50/page



10748 Deerwood Park Boulevard S
Jacksonville, Florida 32256

☎ 904-256-2500
☎ 904-256-2501
rsandh.com

February 1, 2021

Cam Whitlock

Architects Lewis + Whitlock
206 West Virginia Street
Tallahassee, Florida, 32301

RE: Leon County Science Incubator Laboratory Project

Dear Mr. Whitlock,

RS&H Rates as requested are as follows:

RS&H Hourly Rates

Project Officer	\$175 - \$210
Project Manager	\$150 - \$175
Sr. Laboratory Architect	\$150 - \$180
Laboratory Architect	\$120 - \$150
Intern Architect	\$90 - \$120
Technician	\$70 - \$100
Senior Engineer	\$150 - \$175
Project Engineer	\$ 120 - \$150
Intern Engineer	\$90 - \$120
Administrative Support	\$ 65 - \$85

Sincerely,

RS&H, Inc.

Michael P. Vascellaro, AIA, NCARB
Vice President



November 24, 2020

AEI Staff Hourly Rates

Principal/Director	\$ 210.00
Senior Project Manager	\$ 190.00
Senior Project Engineer	\$ 170.00
Senior Commissioning Agent	\$ 155.00
Project Manager	\$ 150.00
Cost Estimator	\$ 150.00
Project Engineer	\$ 140.00
Building Performance Consultant	\$ 140.00
IT Designer/RCDD	\$ 140.00
Commissioning Agent	\$ 135.00
Graphic Designer	\$ 135.00
Software Programmer	\$ 120.00
Staff Engineer	\$ 120.00
Senior Designer	\$ 120.00
BIM Specialist	\$ 110.00
Designer	\$ 90.00
Project Coordinator/Admin. Support	\$ 70.00
Senior I&C Engineer	\$ 180.00
I&C Engineer	\$ 160.00
I&C Senior Designer	\$ 130.00
Senior Process Engineer	\$ 190.00
Process Engineer	\$ 170.00
I&C Process Senior Designer	\$ 140.00

Sincerely,

AFFILIATED ENGINEERS SE, INC.

A handwritten signature in blue ink that reads 'Joseph A. Limpert'. The signature is written in a cursive, flowing style.

Joseph A. Limpert
Principal



BLISS & NYITRAY, INC.
STRUCTURAL
ENGINEERS

Hourly Billing Rate Schedule
North Florida Innovation Labs Building
Design Services
2/1/2021

+

<u>Title</u>	<u>Hourly Billing Rate</u>
Principal	\$225/Hour
Associate Principal	\$170/Hour
Project Engineer	\$150/Hour
Engineer	\$120/Hour
CAD Manager	\$115/Hour
Senior CAD Operator	\$85/Hour
CAD Operator	\$65/Hour
Clerical	\$55/Hour

Exhibit 4

**ECONOMIC DEVELOPMENT ADMINISTRATION
 ARCHITECT/ENGINEER CONTRACT CHECKLIST**

EDA Award Number: _____ Date: _____

Recipient: _____

Co-Recipient(s): _____

Recipient's Authorized Representative: _____

Name & Phone Number

Project/Contract Description	Contract Award Date	Total Contract Amount	EDA Funded Amount	* Non-EDA Funded Amount
		\$	\$	\$

** Design services of project components not part of the EDA Grant Project and do not include EDA funds nor local match funds.*

1. The Recipient's Architect/Engineer (A/E) contract is in compliance with the Recipient's written procurement procedures. The firm was selected in accordance with the procurement standards set forth in 2 CFR Part 200, and according to the EDA publication "Summary of EDA Construction Standards."
2. The A/E was selected competitively by sealed bids (formal advertising) or by competitive proposals. If not, attach an explanation of the selection method and the reason(s) for using that method.
3. Requests for qualifications were publicized and all evaluation factors and their relative importance were identified therein. Any response to publicized requests for qualifications was honored to the maximum extent practical.
4. Qualifications were solicited from an adequate number of qualified sources (normally it is sufficient to secure at least three proposals from qualified sources.) If less than 3 qualified proposals were secured, submit an explanation to the EDA Engineer with this checklist.
5. The Recipient has an objective method for conducting technical evaluations of proposals received, selecting the best proposal, and consideration of other factors.
6. The Recipient determined the responsible firm whose proposal was most advantageous to the program, with other factors considered. Competitor's qualifications were evaluated and the most qualified competitor was selected, subject to negotiation of fair and reasonable compensation.
7. The A/E agreement provides for all services required by the Recipient for the planning, design, and construction phase of the proposed project. Appropriate standards or guides developed by such professional organizations as the American Consulting Engineers Council (ACEC), American Society of Civil Engineers (ASCE), National Society of Professional Engineers (NSPE), and/or the American Institute of Architects (AIA) may be used where the Recipient does not have standard contract documents.

	NA
--	-----------

	NA
--	----

8. The A/E's fee for basic services is either a fixed price or a cost reimbursement with an agreed maximum. (The amount of EDA participation will be based on a determination, subject to audit, that the fee compensation is reasonable.)
9. The A/E contract compensation is not based on the use of the cost-plus-a-percentage-of- cost or percentage of construction cost form of compensation. (These forms of compensation are not eligible for EDA participation.)
10. The A/E has provided a breakdown of the fee and it has been reviewed to be reasonable.
11. The A/E provided fee breakdown provides that compensation is based on completion of specific milestones. (Preliminary design, final design, construction management, etc.)
12. The A/E's fee covers all services necessary for the successful execution of the project, including consultations, surveys, soil investigations, supervision, "as- built" drawings, arrow diagram (CPM/PERT, for example) where applicable, and incidental costs.
13. The basic fee does not exceed that prevailing for comparable services in the project area. If the total fee is in excess of the prevailing rate because of special services to be performed, these services are identified in the agreement. Such additional charges may be approved for funding under the EDA grants if they:
 - a. Do not duplicate charges for services provided for in the basic fee;
 - b. Are a proper charge against the project cost; and
 - c. Are reasonable for the extra services to be rendered.
14. Regardless of who furnishes the construction inspector, the agreement requires the A/E to make sufficient visits to the project site to determine, in general, if the work is proceeding in accordance with the construction contract.
15. The required federal contract provisions included (Refer to Appendix II to 2 CFR Part 200 - Contract Provisions for Non-Federal Entity Contracts under Federal Awards.)
16. The A/E Agreement states a specific timetable for:
 - a. Completing preliminary plans and associated cost estimates;
 - b. Completing final plans, specifications, and cost estimates;
 - c. Securing required State and local approvals; and
 - d. Completing proposed contract documents sufficient for soliciting bids.

	NA
--	----

17. The A/E agreement provides for surveillance of project construction to assure compliance with plans, specifications, and all other contract documents. If the Recipient chooses the A/E as the project inspector, the requirements for inspection services shall be clearly defined and the amount the Recipient is required to pay for such services shall be stated.
18. The A/E agrees to be responsible for any damages arising from any defects in design or negligence in the performance of the construction inspector, if the inspector is furnished by the A/E. (EDA recommends that the A/E take insurance, when available, to cover liability for such damages.)
19. The A/E agrees to supervise any required subsurface explorations such as borings and soil tests to determine amounts of rock excavation or foundation conditions, no matter whether they are performed by the A/E or by others paid by the Recipient.
20. The A/E agrees to attend bid openings, prepare and submit tabulation of bids, and make a recommendation as to contract award.
21. The A/E agrees to review proof of bidder's qualifications and recommend approval or disapproval.
22. The Recipient has checked the website www.SAM.gov and has verified that the A/E does not appear on the Excluded Parties List.
23. For contracts over \$100,000, an executed copy of the Certification Regarding Lobbying has been submitted from the contractor as required by Section 1352, Title 31, of the U.S. Code.
24. The A/E agrees to submit a report not less frequently than quarterly to the Recipient covering the general progress of the job and describing any problems or factors contributing to delay.
25. The executed A/E Contract has been reviewed by the Recipient's Attorney.

The company/firm name and address of the Architect/Engineer is:

If the Architect/Engineer *will not be performing project inspection services*, the firm name and address that will provide inspection services is listed below and was selected in accordance with the procurement standards set forth in 2 CFR Part 200; or the in-house employee name and department conducting construction inspection services is listed below:

The contract price for basic A/E services is	\$
The contract price for other/extra A/E services is	\$
The estimate for reimbursable expenses is (if applicable)	\$
The contract price for inspection services is	\$

Prepared By (Name & Title)

Prepared By (Signature)

Date

EXHIBIT 5

North Florida Innovation Labs

PROJECT SCHEDULE

January 28, 2021

2021

Feb	04	LCRDA Contract Approval
	11	Architects NTP / Programming Kick-Off (2 weeks) Site Survey Start
	12	Programming Workshop 2
	26	Draft Program Submittal
	26	Schematic Design (CSD) Kick-Off (4 weeks)
Mar	04	SD Workshop 2
	11	Survey Complete
	18	Schematic Design Workshop 3
	26	SD Design Submittal/ Owner Review
Apr	01	Design Development (DD) Kick-Off (12 weeks)
Jun	24	DD Submittal / Owner Review Submit COT for Conceptual Site Plan Approval
Jul	08	Owner Review Complete
	29	50% Construction Document Submittal (50% CD) Kick-Off (10 weeks) COT Conceptual Site Plan Approval Submit NFI and Concurrency Application (COT)
Aug	26	NFI and Concurrency Application Approval (COT) Submit LCRDA Committee Application
Sep	16	50% CD submittal / Owner Review
	30	Owner Review Complete 100% Construction Document Submittal (100% CD) Kick-Off (10 weeks)
Oct	26	LCRDA Committee Approval Submit COT Environmental Permit and NFWWMD
Dec	09	100% CD Submittal / Owner Review
Dec	13	Submit for Building Permit (8 weeks) COT Environmental Permit and NFWWMD Approval

2022

Feb	07	Building Permit Approval (estimated)
Mar	01	Notice to Proceed w/ Construction (18 months)

2023

Jun	30	Substantial Completion (estimated)
Sep	01	Final Completion (estimated)

North Florida Innovation Labs

Estimated Construction Cost:		12,894,720
Gross Fee: (Florida Department of Management Services Fee Calculator-Complexity Group B)	6.96%	897,223

Basic Services		<u>%</u>	<u>Total Fee</u>
Schematic Design		10.00%	89,722
Design Development		25.00%	224,306
50% Construction Documents		20.00%	179,445
100% Construction Documents		20.00%	179,445
Bid / Permitting		5.00%	44,861
Construction Administration	20.00%	20.00%	179,385
Basic Services Total:		100.00%	<u>897,164</u>

Supplemental Services:

AS1	Programming	ALW/RSH/AEI	26,950
AS2	Geotechnical Investigation	EGS	15,000
AS3	Geophysical Investigation	EGS	20,000
AS4	Topographic Survey	Poole	7,500
AS5	Structured Cable	AEI	16,600
AS6	Record Documents	ALW/AEI	8,800
AS7	Life Cycle Cost Analysis	AEI	7,000
AS8	Detailed Cost Projection	ALW/AEI	26,925
AS9	Building Code Required Commissioning	AEI	39,900
AS10	RF Testing	H2	16,200
AS11	Furniture and Equipment Planning	ALW	25,000
AS12	Audio Visual Systems	AEI	12,600
AS13	EDA Grant Administration	ALW	15,000
AS14	Enhanced Field Observation	ALW/AEI/BNI	244,810
AS15	Site Design, Engineering and Permitting		77,100
AS16	Printing Allowance		10,000
	Supplemental Services Total		<u>569,385</u>

Total		<u>\$ 1,466,549</u>
-------	--	----------------------------

[Skip to Main Content](#)

Department of Management Services

[Florida Department of Management Services](#) > [Business Operations](#) > [Real Estate Development and Management](#) > [R Building Construction](#) > [Forms and Documents](#) > [Design Professional Fee Guidelines](#) > Fee Guide Calculator For AE Services

Fee Guide Calculator For AE Services

Instructions: Fill in probable construction cost at left and the calculations will automatically appear in the corresponding cells.

Project Name							
CONSTRUCTION COST FOR BUILDING (Sitework Not Included)	COMPLEXITY GROUP - PERCENTAGE						
	A	B	C	D	E	F	G
\$ 12,894,720	7.41%	6.96%	7.70%	6.58%	6.07%	5.68%	6.69%
CALCULATED FEE R	\$55,396	\$897,223	\$992,465	\$838,683	\$782,345	\$725,627	\$863,131

GROUP DEFINITIONS

"A" - CONSIDERABLY MORE THAN AVERAGE COMPLEXITY: Complex Laboratories, Medical Hospitals

"B" - MORE THAN AVERAGE COMPLEXITY: Average Laboratories, Mental Hospitals, Simple Medical Hospitals, Clinics, Court Houses, Theatres, Complex University Buildings, Special Purpose Classrooms, Laboratory Classrooms, Libraries, Auditoriums, Museums, Air Terminals, Food Service Facilities, Specialized Detention Areas, Detention-Treatment Areas, Residences, Emergency Management Centers

"C" - REPAIRS AND RENOVATIONS: Miscellaneous Repairs and Renovations, Alterations to Office Space or Dormitory Space, Fire Code Corrective Work

"D" - AVERAGE COMPLEXITY: General Office Space, General Teaching Space, Gymnasiums, General Detention Living Facilities, Factory Buildings

"E" - LESS THAN AVERAGE COMPLEXITY: Apartment Buildings, Dormitory Buildings, Service Garages, Stadiums, Repetitive Design Facilities, Office Buildings With Undefined Interior Space (open for later partitioning), Specialized Parking Structures

"F"- CONSIDERABLY LESS THAN AVERAGE COMPLEXITY: Warehouses, Parking Garages, Storage Facilities

"G" -BUILDING ENGINEERING SERVICES: Mechanical, Electrical and Structural not exceeding \$1,000,000 in construction (Not including Site Civil)

ADDITIONAL SERVICES & EXPENSES:

The following services are considered Additional to Basic Services and are not included within the basic fee represented by the fee guides:

- | | |
|---|---|
| <ul style="list-style-type: none"> • Feasibility Studies/ Analysis R • Facility Programming | <ul style="list-style-type: none"> • LEED Consultation • Graphic and Signage Design R |
|---|---|

- | | |
|---|---|
| <ul style="list-style-type: none"> • Master Planning R • Soils Investigations/Reports • Surveys -Topographic/Boundary <ul style="list-style-type: none"> ◦ Vegetation/Improvements/Utilities • Measured Drawings of Existing Facilities • Existing Facilities Analysis • Toxic Substance Mitigation Surveys and Consultation • Site Environmental Assessments • Site DRI, PUD, Site Plan Review and/or Zoning Modifications • Traffic Analysis and Traffic Signal Warrant Studies • Civil Engineering Design including Paving/Grading/Utilities/Drainage/Storm-water R Management/Environmental & All Site Permitting R • Existing Site Utility Infrastructure Improvements • Site Lighting Design • Landscape Architectural & Irrigation Design • Specialty Consultants <ul style="list-style-type: none"> ◦ Voice/Data Communications; Electronic/Audio Visual; Food Service Equipment; Hazardous Material; Hospital/Laboratory; Interior Design; R Indoor Air Quality; Quality Control; Theater/Acoustical; Security • Life Cycle Cost (ROI) and/or Federal DOE Energy Analysis | <ul style="list-style-type: none"> • Special Code Reviews including ACHA • Detailed Cost Estimates • Documents Prepared For: <ul style="list-style-type: none"> ◦ Alternate Bids Exceeding Contract Scope ◦ Excessive Change Orders ◦ Multiple Construction Contracts ◦ Record Documents/As Bults • Prolonged Construction Contract Administration Services • Structural Threshold Inspections • Project Representation During Construction Beyond Bi-Monthly Administration • Additional Construction Contract <ul style="list-style-type: none"> ◦ Administration Services for Multiple Contracts • Building Commissioning and Training Services • Post Occupancy Inspections/ Evaluations • Renderings/ Models • Substantive Changes to Scope, Size or Complexity • Owner Requested Changes to Approved Documents • Reimbursable Expenses* <ul style="list-style-type: none"> ◦ Including, but not limited to, reproduction/printing costs, travel expenses, and special mail service expenses |
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* As defined in the Division of Real Estate Development and Management Form of Agreement Between Owner and Architect - Engineer. R

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