



**REQUEST FOR QUALIFICATIONS
ANNUAL CONTRACT FOR
ENGINEERING TESTING SERVICES**

**School Board of Volusia County Florida
Facilities Planning and Business Services
3750 Olson Drive, Daytona Beach Florida 32124
(386) 947-8786**

**SUBMITTALS DUE BY:
3:00 ON DECEMBER 12, 2018**

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Legal Notice
Request for Professional Services

Pursuant to Florida Statute 255.103 and 287.055, Consultants' Competitive Negotiations Act (CCNA) and State Requirements for Educational Facilities (SREF), the School Board of Volusia County Florida hereby publicly announces the need to procure Engineering Testing Services.

The School Board may select more than one firm for these services.

To be eligible for consideration, interested firms must be certified by the School Board and shall hold a current Certificate of Qualification prior to the date of submission. Applications are available at: <http://myvolusiaschools.org/planning-business-services/Pages/Consultant-Qualification-Requirements.aspx>

Solicitation information, RFQ and all other relevant documents are available via the Volusia County School District web site at: <http://myvolusiaschools.org/facilities-design/Pages/Consultant-Services.aspx> Documents are in PDF format and may be viewed, printed or saved to your computer.

In order to be considered interested firms must submit one (1) original printed and bound submittal and one (1) CD or flash device of the submittal in combined PDF file format in the same order as the printed submittal with corresponding bookmarks for navigation.

Submittals must be received no later than 3:00 on December 12, 2018. Only responses from firms that have submitted the required information per the RFQ and have a valid Certificate of Qualification by the Volusia County School Board will be considered.

The School Board of Volusia County Florida reserves the right to waive any informality in the selection process and to reject any or all submittals in the best interest of the District.

Address submittal to:

Ms. Janice Lucas
Facilities Planning & Business Services
3750 Olson Drive
Daytona Beach, Florida 32124

The School Board of Volusia County, DeLand Florida
Mrs. Linda Cuthbert, Chairman

GENERAL INFORMATION

This contract shall provide the School Board of Volusia County Florida with continuing services for engineering testing per Florida Statutes. The contract is for continuing services on an annual basis; the School Board having the option of renewing the contract for subsequent annual terms. Engineering testing services under this contract will be determined based upon specific requirements as determined by School Board representatives and/or designated architects/engineers.

For purposes of consistency and simplicity, School Board may also include the School District of Volusia County and/or the Superintendent or designee.

The School Board will select qualified firms under provisions of Florida Statutes to provide annual engineering testing services at various facilities county wide.

The School Board intends to award multiple contracts to provide engineering testing services as deemed to be in the best interest of the School District.

Previous engineering testing experience with occupied school campuses is preferred.

To be eligible for consideration, interested firms must be certified by the School Board pursuant to the Consultants' Competitive Negotiations Act (CCNA) and the regulations of the School Board prior to the date of submission.

Except for the District recipient of submittals as indicated in this RFQ, respondents are cautioned not to contact or discuss with any committee, School Board member, or employee of Volusia County Schools, any matter regarding this solicitation until the School Board has approved the ranking of firms. Failure to do so may be cause for rejection of the firm's submittal and consideration of the firm under this RFQ.

It is the intent of the School District to utilize the internet to disseminate information for this request to include the RFQ, any/all addenda or subsequent information as applicable.

Solicitation information, this RFQ and all other relevant documents are available via the Volusia County School District web site at: <http://myvolusiaschools.org/facilities-design/Pages/Consultant-Services.aspx> Documents are in PDF format and may be viewed, printed or saved to your computer.

SUBMITTAL INSTRUCTIONS

The following submittal format is intended to provide the selection committee with information regarding the qualifications of each prospective engineering firm.

Submit one (1) original printed and bound submittal and one (1) CD or flash device of the submittal in combined PDF format in the same order as the printed submittal with corresponding bookmarks for navigation. Do not use mailing labels on CD, handwrite or use proper CD/DVD type labels; submitted CD's with mailing labels will not be accepted.

Firm submittals shall contain the following information in the order indicated below. Submittals without these documents will be disqualified.

1. Letter of Interest
 - a) Include a paragraph which states the firm's intent to qualify under Florida Statutes Chapter 287.055 (CCNA).
 - b) Include **address, phone and email** of the person designated by the firm as contact for this submittal.
 - c) Letter must be signed by a person legally authorized to bind the firm.
2. Table of Contents
3. Provide a copy of the firm's current Certificate of Qualification as approved by the School Board of Volusia County.
4. Team Organization and Personnel Resumes
 - a) Provide an organizational chart of the proposed firm's team including consultants.
 - b) Provide resumes of key personnel, respective roles, education and their experience in engineering testing. Identify and highlight their experience as related to educational facilities.
5. Professional Registration
 - a) Provide copies of professional registration licenses for the firm.
6. Insurance
 - a) Attach the firm's current certificate of professional liability insurance in the amount of \$1,000,000.
7. Engineering Testing Experience
 - a) Submit the engineering firm's experience documenting four (4) or more projects within the past five (5) years evidence of school engineering testing experience. Identify:
 - 1) Outline specific services provided.
 - 2) Information describing scope and cost.
 - 3) Lead personnel and their respective responsibilities.
 - 4) Client's name and contact person with **address, phone numbers, email**, dates of services performed and any written references. *Please be advised that Orange County Public Schools does not provide references to requests from other school districts.*
 - b) The firm's direct engineering testing experience must be differentiated from individual personnel experience; therefore, if you choose to identify individual's experience gained at other firms, this section should be clearly subdivided as follows:
 - 1) Firm's Experience
 - 2) Individuals' Experience (while employed by other firms)
8. Trade Examples
 - a) Provide graphic examples (photos, etc.) that best represent the firm's ability to provide engineering testing services.

Submittal Instructions

9. Technology Equipment and Resources
 - a) Describe equipment and technology resources available to your firm. Indicate how these resources benefit the District as a potential client.
 - b) Indicate office technologies and web based services the firm currently uses and how you intend to maximize their use for this contract.
10. Availability and Location
 - a) Provide the business addresses, phone numbers and email for the firm's offices from which any part of the work will be administered.
 - b) Explain the status of current workload addressing the availability of lead personnel as it relates to the submittal.
11. Litigation
 - a) Identify all legal action in which the firm has been a party to including litigation, mediation, arbitration, administrative proceedings, etc. during the last five (5) years involving a client for claims in excess of \$100,000.
 - b) Include a brief legal description of the dispute and its current status.
 - c) Describe in detail any projects within the last five (5) years where liquidated damages, penalties, liens, defaults, cancellations of contract or termination of contract were imposed, sought to be imposed, threatened or filed against the firm.
 - d) Identify any disputes or claims in which the firm has been a party and which were resolved without legal action.
12. Appendix
 - a) Additional information deemed necessary by the firm. Indicate any other considerations the firm may wish to highlight or discuss such as awards, company brochures, letters of accommodation, periodical articles, etc.

Submittals are due no later than 3:00 on December 12, 2018 and must be clearly labeled showing the name of the submitting firm.

Address Submittals to:

Ms. Janice Lucas
Facilities Planning & Business Services
3750 Olson Drive
Daytona Beach, Florida 32124

All firms will receive notification via email, to the attention of the person designated by the firm as contact for this submittal, of the firms selected.

SUBMITTAL CONDITIONS

Issuance of this RFQ does not constitute a commitment by the School Board to award a contract. The School Board reserves the right to reject any or all submittals received in response to this RFQ or to cancel this RFQ if it is deemed in the best interest of the district.

The School Board reserves the right to request clarification of information submitted and to request additional information from one or more firms.

Submittals become the property of the School Board and will not be returned.

The School Board operates under the public disclosure laws required of governmental agencies as part of its normal procedures. Proprietary information must be identified and will be protected to the greatest extent possible; however, there can be no guarantees.

By making a submittal the firm agrees to comply with all applicable federal, state and local statutes and regulations.

Cost of developing the submittal, attendance at an oral interview or any other such costs are entirely the responsibility of the firm and shall not be reimbursed in any manner by the School Board.

The School Board reserves the right to proceed to interview without further discussion of submittals received, operating strictly under the Consultants' Competitive Negotiations Act (CCNA).

In the event shortlisted firms are invited for interview, the person(s) who will be assigned to the contract must attend the interview as well as any others deemed necessary by the applicant. In accordance with CCNA the School Board reserves the right to conduct or not conduct interviews at its sole discretion.

The final selection shall be based on the written submittal, responses of references and (if applicable) the interview. Firms shall be ranked in accordance the CCNA provisions.

In accordance with CCNA, the School Board shall negotiate agreements with the top ranked firms until an agreement has been reached or until impasse.

Successful firms shall obtain approval from the School Board prior to reassigning any key personnel involved in the performance of any project. Approval will not unreasonably be withheld. The School Board may require removal of any contracted employee who the School Board deems unacceptable.

News releases pertaining to this procurement or contract shall not be made without prior written approval from the Superintendent or designee.

REQUIRED SERVICES AND FIRM SELECTION PROCESS

Required Services

Successful firms shall be responsible for all services as set forth in FAC Document 621B, Standard Form of Agreement for Engineering Testing Services, attached to this RFQ for reference. The School Board has the right to require the selected Firm to sign the contract as attached or negotiate contract language prior to execution, at its discretion.

Firm Selection Process

This Request for Qualifications (RFQ) is the first step in the selection process. A selection committee will evaluate the submittals of interested firms. A "short list" of firms will be identified. Short listed firms may be asked to present their qualifications and design approach by interview to the selection committee as part of the selection process. A final ranking will be established by the selection committee which shall constitute its recommendation to the School Board to negotiate with the top ranked firms to provide engineering testing services.

The Selection Committee shall be composed of a minimum of five representatives. Committee members shall include representatives from the District Facilities Department which may include but not necessarily limited to the Planning Director, Maintenance & Operations Director, and Construction Coordinator. Additional representatives may include a Volusia County School Board member, a member of the Finance Department, school based personnel and a private citizen.

In general, the evaluation criteria are based on:

1. Experience and qualification of the firm.
2. Experience and qualifications of proposed team members to be assigned to the contract.
3. Experience and performance of the firm on school projects.
4. Project management and contract administration approach, including cost management and quality control procedures.
5. Technology use and equipment resources.
6. Availability to perform services and references.
7. Location of firm.
8. Responsiveness to the RFQ instructions.

All firms will receive notification via email, to the attention of the person designated by the firm as contact for this submittal, of the firms selected for further consideration and interview. It is currently anticipated that a shortlisting will occur on or around January 18, 2019.

ATTACHMENT A



FAC Document 621B
SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA

STANDARD FORM OF AGREEMENT BETWEEN OWNER and ENGINEER
for Engineering Testing Services
Various Projects County Wide on a One-Year Term

AGREEMENT

made as of the day of in the year of

BETWEEN the OWNER:

The School Board of Volusia County Florida

200 North Clara Avenue

DeLand, Florida 32720

Document mailing address: 3750 Olson Drive, Daytona Beach Florida 32124

and the ENGINEER:

(Name and address)

for the following SERVICE:

Engineering Testing

Various Projects County Wide

One-Year Term

The Owner and Engineer agree as set forth below.

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ARTICLE 1 CONTRACT

1.1 OWNER'S INTENT

1.1.1 The Owner desires to obtain from the Engineer professional services necessary for engineering testing and lab services and Phase I environmental audits required by the Owner for various projects from time to time for the duration of this Agreement in Volusia County Florida.

1.1.2 The Owner does hereby contract with the Engineer for a term of one year, expiring June 30th of the following year from the date above, to perform the above-described services, and other required professional services on an as-needed basis, as designated, authorized and or assigned by the Owner, and the Owner agrees to compensate the Engineer for such services in accordance with the provisions contained in this Agreement.

1.1.3 The Owner may, at the Owner's option at a regular or special board meeting, renew this Agreement.

1.1.4 It is understood that the primary intent of this document is to assure that the Owner has the Engineer "on call" with prior, mutually agreed upon conditions of service, and that the Owner has complied with all requirements of the Consultants Competitive Negotiations Act, in the selection of the Engineer and in negotiations for this Agreement.

1.1.5 The Engineer acknowledges that it has a professional duty of care in the performance of its duties under this Agreement.

ARTICLE 2 SCOPE OF ENGINEER'S BASIC SERVICES

2.1 BASIC SERVICES

2.1.1 The Engineer's basic services consist of: all services necessary to provide engineering testing services and Phase I Audit services as assigned in writing by the Owner. Such services shall include, but not be limited to, mobilization and demobilization; testing; investigations; inspections; observations; personnel services; reviews and reporting; and documentary reports.

2.1.2 The following services are required to verify that materials and workmanship, used on various

construction projects, meet the design architect's and engineer's plans and specifications.

- .1 Engineering Testing
 - .1 Asphalt Inspection – Paving Plant and Job Inspection
 - .2 Asphalt Testing – Extraction and Gradations
 - .3 Concrete Masonry Units – Compression and Absorption
 - .4 Masonry prism assemblies - Construction
- .2 Compression Testing
 - .1 Concrete Cylinders – Compression Test
 - .2 Concrete Coring and Compression Test
 - .3 Soil Borings – Standard Penetration Boring (ASD1.586) Rock Cores, Auger Borings and Shelby.
- .3 Tube Sampling
 - .1 Soil Cement Stabilization – Design Mixes and Inspection
 - .2 Soil Mechanics Tests – Atterburg Limits, Florida Bearing Value, Particle Size Analysis, Limerock Bearing Ratio, Moisture-Density Test, Moisture Determination, In-Place Density Test and Percolation Test
- .4 Welding Inspection
- .5 Structural Bolted Connections – Torque Testing

2.1.3 The following services are required to verify that due diligence has been used in the inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice in an effort to minimize liability for potential contamination of the property.

- .1 Phase I Environmental Audits
 - .1 Historical Review
 - .1 Soils Survey and Geotechnical Reports
 - .2 U.S.G.S. Maps
 - .3 Aerial Photographs
 - .4 Ownership
 - .5 Regulatory Files
 - .2 Site Reconnaissance
 - .1 Contamination Sources
 - .2 Vegetation Stress
 - .3 Wildlife Diversity
 - .4 Adjacent Property
 - .5 Interviews
- .2 Report of Site Evaluation Recommendation
- .3 Other Environmental Services as needed

2.1.4 The Engineer shall prepare written reports of investigative results, testing results, observations, inspections, and research. These written reports shall include, but not be limited to, testing results and recommendations, and shall be signed and sealed by a licensed Engineer. These services shall determine whether the materials and workmanship tested or inspected comply with the project's plans and specifications, Florida State Board of Education, State Requirements for Educational Facilities (SREF), Administration Rules, Section 1013 of the Florida Statutes, and all other applicable laws, regulations or codes.

2.1.5 The Engineer shall distribute written reports to the Owner in a timely manner.

2.1.6 The Engineer's area of responsibility may include any of the Owner's existing and future facilities located within Volusia County Florida.

ARTICLE 3 ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 When approved by the Owner in writing the Engineer may perform additional services under this Agreement.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 Unless otherwise included in Basic Services, the following services are considered to be additional services and are not included in the basic services:

- .1 Land surveys and topographical drawings.
- .2 Phase II – Preliminary contamination assessment.
- .3 Testing of soil for contamination.
- .4 Installation of monitoring wells to test for ground water and subsurface contamination.
- .5 Consultation concerning resolution of any contamination reported in Phase I audit.
- .6 Provisions of services of consultants, which have been approved in advance by the Owner, for other than engineering testing, specified in this Agreement services.
- .7 Provision of additional services made necessary by changes in the scope of work as directed by the Owner, provided such changes are not made necessary because of Engineer's errors or omissions.
- .8 Preparing to serve or serving as an expert witness when requested by the Owner in connection with any public hearing or legal proceeding.
- .9 Providing consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing services as may be required in connection with the replacement of such work.
- .10 Additional standby time of personnel and equipment.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information regarding its requirements for engineering testing services for each Project or investigation.

4.2 In order to avoid unreasonable delay in the Engineer's work, the Owner shall render decisions within fourteen (14) days pertaining to written requests, submissions or proposals of the Engineer.

4.3 The Owner shall furnish information required as expeditiously as possible for the orderly progress of the work.

4.4 The Owner shall have the option to employ or retain inspectors or independent consultants as deemed appropriate. The Engineer shall cooperate and provide information to the inspectors and consultants. The retention of such consultants and inspectors shall not relieve or modify the Engineer's responsibilities and shall be solely for the benefit of the Owner.

ARTICLE 5 TIME AND ORDER OF ENGINEER'S SERVICES

5.1 GENERAL

5.1.1 The Engineer shall provide the required services with necessary documentation in such sequence and at such times as may be necessary for the prompt execution of the work for each Project.

5.1.2 The Engineer may be evaluated by the Owner after each Project, and or at the end of the term of this agreement, at the Owner's discretion. The results of the evaluation may be considered at future Engineering Testing firm selections. A copy of the evaluation will be available to the Engineer after its completion.

ARTICLE 6 PAYMENTS TO THE ENGINEER

6.1 GENERAL

6.1.1 Fees for Basic Services shall be the unit prices itemized below and shall include all mobilization, demobilization, testing, investigations, inspections, observations, personnel services, reviews and reporting, and documentary reports. The Owner shall pay the Engineer for the Engineer's services as provided under this Agreement.

6.2 ENGINEER'S FEE

6.2.1 Engineering Testing

- .1 Asphalt Testing
 - .1 Asphalt Concrete Extraction & Gradations \$ _____ /sample
- .2 Concrete Masonry Units – Concrete Compression
 - .1 Individual Units \$ _____ /unit
 - .2 Absorption & Unit Weight \$ _____ /unit
- .3 Masonry Prism Assembly (Sets of 5)

.1	Assembly, transporting and compression testing	\$ _____	/set of 5
.4	Concrete Cylinders – Make & Compression		
.1	Test Cylinders (set of 4)	\$ _____	/cyl
.5	Concrete Coring – Testing of Cores, Compression		
.1	Test (trim, cap & break)	\$ _____	/core
.6	Soil Borings – Standard Penetration Boring (ASTM D1586)		
.1	Borings 0-50	\$ _____	/ft
	51-100	\$ _____	/ft
	101-150	\$ _____	/ft
	Minimum charge (plus equipment rental)	\$ _____	
.2	Auger Boring (ASTM D1452) 10' max. for water table	\$ _____	/ft
.3	Field Permeability	\$ _____	/test
.4	Grouting Bore holes	\$ _____	/LF
.5	Mobilize Truck-mount Drill Equipment (mobilization)	\$ _____	/ea
.7	Soil Mechanics Tests		
.1	Atterburg Limits – ASTM	\$ _____	/ea
.2	Florida Bearing Value		
.1	Individual Samples	\$ _____	/sample
.2	Determination of Blend	\$ _____	/sample
.3	Particle Size Analysis	\$ _____	/sample
.4	Lime rock Bearing Ratio	\$ _____	/sample
.5	Moisture-Density Tests (AASHTO, ASTM OR FAA)	\$ _____	/test
.6	Permeability Test: Falling		
.1	Head, Lab Test	\$ _____	/test
.7	Moisture Determination	\$ _____	/sample
.8	In-Place Density Test: Local Area (min/3)	\$ _____	/test
.9	Percolation Test	\$ _____	/test
.8	Welding Inspection – Visual	\$ _____	/hour
.9	Bolted Connection - Torque Tests	\$ _____	/hour

6.2.2 Phase I Environmental Audits

.1 The Engineer's fee for Phase I Environmental Audits shall be a fixed fee:

Parcel Size	Cost
0 ± 20 acres	\$ _____
20 ± 60 acres	\$ _____
60 ± acres	\$ _____

6.2.3 The Engineer's fee for services rendered shall be paid upon presentation to the Owner of written reports and original invoices.

6.3 REIMBURSABLE EXPENSES

6.3.1 Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Engineer in the interest of each Project:

- .1 Fees paid by the Engineer to governmental authorities having jurisdiction over each Project for securing required approval or permitting of each Project or any phase or portion of it.
- .2 The costs for hand delivery couriers and overnight deliveries shall not be reimbursed by the Owner without advance written approval from the Owner.
- .3 The Engineer's printing expense, beyond basic services, shall be reimbursed to the Engineer

at the direct cost of printing. The Engineer shall submit copies of the printing invoices along with the Engineer's invoice.

6.3.2 No type of travel or mileage expenses will be paid by the Owner.

6.3.3 All reimbursable expenses shall be itemized separately from services invoiced for the Engineer's fee.

6.3.4 Prior to incurring any of the aforesaid reimbursable expenses or any reimbursable expense not mentioned in this agreement, the Engineer must obtain the written approval and authorization of the Owner. No costs will be paid by the Owner to the Engineer for any such reimbursable expenses unless written approval and authorization is obtained by the Engineer from the Owner before such expenses are incurred. The Engineer shall specify in detail in writing to the Owner the nature and estimated amount and cost of such proposed reimbursable expenses and the need therefore.

6.4 ADDITIONAL SERVICES

6.4.1 Fees for additional services, if required, shall be in writing and shall indicate the number of professional hours of service by job category plus any additional charge.

6.4.2 Fixed hourly rates:

.1	Principal / Expert Witness	\$ _____
.2	Sr. Engineer	\$ _____
.3	Project Engineer	\$ _____
.4	Staff Engineer	\$ _____
.5	Engineering Assistant	\$ _____
.6	Sr. Technician	\$ _____
.7	Technician	\$ _____
.8	Draftsman	\$ _____
.9	Clerical	\$ _____

Modify the list of potential additional services above to reflect actual staffing.

6.4.3 Environmental testing rates shall be agreed to by the Owner and Engineer at the time the work is requested. Rates shall be approved by the Owner, in writing, prior to the commencement of the work.

ARTICLE 7 CONSULTANTS' COMPETITIVE NEGOTIATION ACT (CCNA)

7.1 If the total fee paid to the Engineer exceeds the threshold amount provided in Florida Statute 287.017(1)(d), Category Four, the following provisions of the Consultants' Competitive Negotiation Act, Section 287.055(5)(a), Florida Statutes, shall apply:

- .1 The Engineer shall execute and furnish to the Owner a "Truth-in-Negotiation Certificate", stating that wage rates and other factual unit costs supporting compensation are accurate, complete, and current at the time of executing this Agreement.
- .2 The Owner will furnish the "Truth-in-Negotiation Certificate" form to the Engineer upon request.
- .3 Should the Owner determine the contract amount was increased due to inaccurate, incomplete or non-current wage rates and other factual costs, the original contract amount and any additions thereto shall be adjusted to exclude any such sums.

ARTICLE 8 CONTRACT REPRESENTATIVES

8.1 OWNER'S REPRESENTATIVES

8.1.1 The Owner's representative is the Superintendent or designee. The designee is authorized to act in the Owner's behalf, herein referenced as the Owner, with respect to each Project.

8.2 ENGINEER'S REPRESENTATIVE

8.2.1 The Engineer's authorized representative is _____. Any change in representation must be approved by the Owner.

ARTICLE 9 OWNERSHIP OF DOCUMENTS

All final documents prepared by Engineer shall be the property of the Owner.

ARTICLE 10 INSURANCE

10.1 The Engineer shall provide professional liability insurance in the amount of \$1,000,000 to protect the Owner against errors and omissions. The term of the policy shall be in force upon the date of execution of this Agreement and shall extend as long as the Engineer is providing services under the Agreement. These policies shall provide protection for the Owner for the maximum time period during which a claim may be filed under applicable statues of limitation. The Engineer shall provide to the Owner, upon execution of this Agreement, a certificate of insurance providing for the coverage required above. The certificate shall state that the insurance company shall notify the Owner’s representative in the event of cancellation, termination, non-renewal or material changes in these policies, including, but not limited to, any reduction in the aggregate coverage provided by the policy.

10.2 Declining balance for defense cost Errors and Omissions insurance policies shall not be allowed. Should the Engineer or a Consultant desire to submit a declining balance for defense cost policy, said policy will only be acceptable provided it is for double the coverage amounts provided herein, at no extra charge. Deductibles shall not exceed \$50,000.00.

10.3 The Engineer shall purchase and maintain the following insurance for the life of this contract.

10.3.1 Worker’s Compensation

- .1 Statutory

10.3.2 General Liability

- .1 Bodily Injury:
\$100,000.00 per Claimant
\$300,000.00 per Incident
- .2 Property Damage:
\$100,000.00 per Claimant
\$300,000.00 per Incident
- .3 Personal Injury, with Employment Exclusion deleted: \$1,000,000 annual aggregate

10.3.3 Automobile Liability

- .1 Bodily Injury:
\$300,000.00 per Claimant
\$500,000.00 per Incident
- .2 Property Damage:
\$100,000.00 per Claimant
- .3 The insurance carrier shall provide the Owner with a certificate evidencing that all of the specified insurance is in force.

ARTICLE 11 ENGINEER’S RESPONSIBILITIES

11.1 The Engineer shall provide copies of all contracts and insurance certificates with the Engineer’s consultants to the Owner on an as requested basis. The Engineer further agrees to provide copies of additions or revisions, as they occur, to the contracts and insurance certificates.

11.2 The Engineer shall be acting as an independent contractor at all times during the performance of Engineer’s services. No provision of this Agreement shall create an employment or agent relationship between the parties.

11.3 INDEMNITY

11.3.1 The Engineer hereby indemnifies and holds harmless the Owner, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and persons employed or utilized by the Engineer in the performance of this contract.

ARTICLE 12 PROHIBITION AGAINST CONTINGENT FEES

The Engineer warrants that the Engineer has not employed or retained any company or person, other than a

bonafide employee working solely for the Engineer, to solicit or secure this Agreement and that the Engineer has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the Engineer, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Owner shall have the right to terminate this Agreement without liability and, at Owner's discretion, to deduct from this Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 13 TERMINATION

13.1 Time is of the essence in this Agreement. Upon failure of the Engineer to perform services herein provided or within the time limits herein provided or subsequently agreed upon, the Owner may terminate this agreement provided written notice of such failure is first given to the Engineer and such failure is not corrected within ten (10) days thereafter. The Engineer shall be paid for services performed to the date of receipt of notification of termination. However, the Owner shall not be required in such case to pay for work done on plans not completed and provided in a timely manner. The inclusion of this termination right in this agreement shall not bar the Owner from seeking other remedies, including damages, due to the Engineer's failure to perform.

13.2 The Owner may terminate this Agreement upon not less than seven (7) days written notice to the Engineer for the Owner's convenience and without cause.

13.3 If this Agreement is terminated by the Owner for any reason other than failure of the Engineer to comply with the Agreement stipulations, then payment shall be made to the Engineer for all work performed to date of termination.

ARTICLE 14 LITIGATION AND MEDIATION

Claims, disputes or other matters in question between the parties to this Agreement shall be first subject to presuit mediation prior to the filing of any legal claims or litigation. Completion of presuit mediation is a condition precedent to litigation. The obligation to mediate is a material and essential provision of this Agreement. Failing agreement of the parties on the selection of a mediator and the date of mediation, mediation shall be conducted pursuant to the Mediation Rules of the American Arbitration Association. The laws of the State of Florida shall govern this Agreement. Any legal actions arising from disputes, claims or other matters in question between the parties to this Agreement shall be brought to a state court located in Volusia County Florida, for their resolution. **THE PARTIES HEREBY EXPRESSLY WAIVE VENUE IN THE FEDERAL COURTS OF THE UNITED STATES AND WAIVE TRIAL BY JURY.**

ARTICLE 15 EXTENT OF AGREEMENT

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

ARTICLE 16 ENGINEER'S RECORDS

Records and Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of hourly rates and all records and documents prepared or received by Engineer related to each Project shall be available to the Owner or the Owner's authorized representative at mutually convenient times for at least five years after Substantial Completion of the Project.

ARTICLE 17 OTHER TERMS, CONDITIONS OR SERVICES

17.1 PUBLIC RECORDS COMPLIANCE

17.1.1 If the Engineer has questions regarding the application of Chapter 119, Florida Statutes, to the Engineer's duty to provide public records relating to this contract, contact the Custodian of Public Records at (386) 734-7190 extension 20119, custserv@volusia.k12.fl.us or 200 North Clara Avenue, DeLand Florida 32720.

17.1.2 The Engineer shall:

- .1** Keep and maintain public records required by the school district to perform the service;
- .2** Upon request from the school district's custodian of public records, provide the school district with a copy of the requested records or allow the records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Engineer does not transfer the records to the school district; and

.4 Upon completion of the contract, transfer, at no cost, to the school district all public records in possession of the Engineer or keep and maintain public records required by the school district to perform the service. If the Engineer transfers all public records to the school district upon completion of the contract, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Engineer keeps and maintains public records upon completion of the contract, the Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the school district, upon request from the school district's custodian of public records, in a format that is compatible with the information technology systems of the school district.

17.1.3 Failure of the Engineer to abide by the terms of this provision shall be deemed a material breach of this agreement and the School District of Volusia County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive termination or expiration of the contract.

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Engineer for use in the administration of the Contract, and the remainder to the Owner.

THE SCHOOL BOARD OF VOLUSIA COUNTY FLORIDA

WITNESS (Signature)

(Printed name)

CHAIRMAN (Signature)

(Printed name)

WITNESS (Signature)

(Printed name)

SECRETARY (Signature)

(Printed name)

WITNESS (Signature)

(Printed name)

ENGINEER (Signature)

(Printed name and title)

ATTACHMENT B



Facilities Services
 3750 Olson Drive, Daytona Beach Florida

**ENGINEERING TESTING SELECTION FOR
 CONTINUING SERVICES**

**Committee Meeting
 Rating Sheet to Short-List
 [Insert date]**

Committee Members: (initial after your name)
 [Insert committee members for this selection]

	PROFILE		RATING				SCORE
	(A)	(B)	(C)	(D)	(E)	(F)	
Firms	Distance from Firm to School (miles)	Volume of Work with VCS (last 5 years)	Experience 1 - 5	Past Performance 1 - 5	Schedule Adherence 1 - 5	Budget Adherence 1 - 5	TOTAL

Volume of Work:
 \$0 - \$250,000 = Low
 \$251,000 - \$750,000 = Medium
 \$751,000 + = High

Rating Items (C) – (G):
 point values = 1 poor; 3 average; 5 outstanding