

**CONTINUING SERVICE CONTRACT
ARCHITECTURAL AND ENGINEERING SERVICES**

THIS CONTINUING SERVICE CONTRACT (the "Contract"), made this ____ day of _____ 20__, between THE SCHOOL BOARD OF OSCEOLA COUNTY (hereinafter referred to as "School Board" or "Owner"), and _____ (hereinafter referred to as "Consultant"), a corporation with its principal office located at _____.

WHEREAS, School Board desires to obtain architectural and/or engineering services from Consultant for assigned projects in Osceola County, Florida (hereinafter referred to as "Continuing Service Projects") and issued RFQ# SDOC-10-Q-002-KR-FPC to find qualified professionals to fulfill the need for these services. Pursuant to Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act (CCNA), the total construction cost of each individual project shall not exceed \$2,000,000.00; and the cost for studies shall not exceed \$200,000.00. Although the primary professional service sought by the contract is for architectural and engineering services, this Contract may cover other professional services if Consultant possesses the professional licensing and registration to legally perform these services. Further, Consultant may hire others who are properly licensed to perform professional services; and

WHEREAS, the Term of Contract is three (3) years after School Board approves the Contract, and School Board may, at its option, at a regular or special Board meeting, renew this Contract at the end of the Term for an additional, renewal term of two (2) years for a maximum term of five years; and

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

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

WHEREAS, the School Board has approved a Local Business Preference and Training Initiative to encourage local business participation.

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

1. **Recitals.** The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.
2. Request for Qualifications (RFQ) SDOC-10-Q-002-KR-FPC and the Consultant's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this Contract, second looking to the Consultant's response and third looking to the RFQ.
3. **Scope of Services.**
 - (a) Consultant agrees to furnish and perform professional services for Continuing Service Projects in accordance with the terms and conditions set forth herein and for design and construction of Continuing Service Projects at a total construction cost to School Board

which does not exceed the Project Construction Budget. The scope of services (hereinafter referred to as "Basic Services") to be performed by Consultant under this Contract, to the satisfaction of School Board, shall be identified in Exhibit A- Scope of Services. Consultant agrees to furnish and perform Basic Services and construction phase services as may be required in the specific scope of work and enumerated and described in Exhibit A- Scope of Services, in connection with Continuing Service Projects. Consultant further agrees to furnish and perform professional services not included as Basic Services (hereinafter referred to as "Additional Services"), when and if such Additional Services are requested and authorized by School Board, in writing. The Unit Labor Rates for Basic and Additional Services is found in Exhibit C- Unit Labor Rates. No Additional Services shall be furnished by Consultant unless specifically requested and authorized by School Board.

(b) Continuing Service Projects shall be designed in accordance with:

1. The Florida Statutes and the current edition of rules of the Florida State Board of Education, SREF Administrative Rules, and Educational Facilities in effect at the time this Contract is approved or the work is performed.
2. Any educational or ancillary specifications, program, design standard and project requirements developed by the School Board, specifically for Continuing Service Projects, including the Professional Services General Terms and Conditions.

(c) The Administration of the Contract as attached as Exhibit E- Administration of the Contract, and incorporated by reference. Unless this Contract provides otherwise, the parties will abide by these General Terms.

4. **Project Construction Budget.** Consultant shall be provided with an individual Project Construction Budget. Consultant acknowledges that Project Construction Budget is of the essence of this Contract. Consultant agrees that its work product, including without limitation, any designs, plans, and drawings to be provided under this Contract shall be designed to be constructed within the agreed Scope of Work (Exhibit F, Attachment 1) and Project Construction Budget identified for each specific project.

(a) Consultant shall perform any and all redesign work as part of its Basic Services, that may be required if the bid amount is not within 10% of the Project Construction Budget, provided that such redesign work is not necessitated solely by negligent acts or omissions of School Board. In the event any such redesign work is necessitated solely by the negligent acts or omissions of the School Board, then Consultant shall perform any such redesign work as Additional Services.

(b) Although School Board looks to Consultant for the responsibility of design meeting School Board's Project Construction Budget, School Board may hire a cost consultant to verify costs on specific projects. Consultant shall cooperate with the School Board's cost consultant by providing all necessary information for the preparation and updating of all estimates of construction costs throughout all phases of Continuing Service Projects.

(c) The Construction Budget shall be defined as the total budget identified for the construction of Continuing Service Projects. The total Project Construction Budget consists of site development, building shell and interiors, site improvements, and any

items of furniture and equipment that are included in construction of Continuing Service Projects.

5. **Time of Completion.** Consultant shall commence Basic Services upon receipt of the Notice to Proceed and a purchase order issued by School Board. Consultant shall include in its proposal a schedule for the successful and timely completion of the project. Project schedule shall include the proposed start date, substantial completion date, and final completion date. The schedule will be agreed upon on a project by project basis. Consultant shall complete work in accordance with the schedule, it being understood that time is of the essence in this Contract. Consultant shall accelerate performance of Basic Services and Additional Services in the manner directed by School Board, in the event School Board, in its sole discretion, determines that such acceleration is necessary to maintain the Schedule. If acceleration is required as a result of delays caused solely by Consultant, acceleration shall be at no cost to School Board. If acceleration is required as a result of delays partially caused by Consultant, the School Board will not compensate Consultant for the delay caused by Consultant; however, the portion of any such delay not caused by Consultant shall be compensated as an Additional Service.

6. **Fees.** School Board agrees to pay to Consultant for Basic Services, as set forth in Exhibit A- Scope of Services, a fixed fee based upon an approved written proposal for the work, plus reimbursable expenses as set forth in Exhibit D- Consultant Reimbursable Expense Guidelines. Based upon Exhibit C- Unit Labor Rates for a specific project, Consultant will give School Board a detailed written proposal for the work, which shall be in the format described in Exhibit F- Task Assignment, and shall identify the number of hours of work by category of workers performing the service. The categories must accurately reflect the type of service to be performed, not merely the job description of the employee performing the service. No additional fee or compensation shall be payable to Consultant under this Contract for said services if the actual cost of construction or work to be designed by Consultant exceeds the proposal or budget.
 - (a) Initiation of services shall be upon receipt of the Notice to Proceed and a purchase order basis, referencing a written proposal for services related to this Contract.
 - (b) Invoices received by the Facilities Department on or before the 20th of any month will be submitted for check release on or before the 25th of the following month.
 - (c) The responsibility of Consultant for performing its obligation under this Contract and under the construction contract(s) is not relieved or affected in any respect by the presence of or inspection by employees or agents of School Board. Consultant agrees that the responsibility assumed by it for approving and certifying work for payment is not shared by an employee of School Board.
 - (d) Reimbursable expenses shall include only the actual and necessary costs and expenses reasonably and properly incurred by Consultant in connection with the services rendered under this Contract, as identified in Exhibit D- Consultant Reimbursable Expense Guidelines. Consultant shall provide any documentation required by School Board in connection with reimbursable expenses incurred. Such reimbursements, if any, shall be paid to Consultant in accordance with Section 6(b) of this Contract.
 - (e) Consultant's fee for Additional Services will be computed in accordance with hourly rates as described in Exhibit C- Unit Labor Rates. If any additional services are rendered or furnished by professional consultants engaged by Consultant, and such additional services consist of normal services for which Consultant would be entitled to an

additional fee if it had furnished the services, then School Board shall reimburse Consultant for such actual reasonable amounts paid by Consultant to such consultants for such additional services, and Consultant shall not be entitled to any additional fee or compensation.

- (f) Additional services which require no work on the part of Consultant, other than administering the work of a consultant, that is, securing the services, approving the work, and invoicing on behalf of the consultant, the Consultant may request five percent (5%) markup on the consultant's fee to cover its administrative costs.
- (g) Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract, and that Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm other than bona fide employees working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, School Board shall have the right to terminate this Contract without liability and, at its discretion, deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.
- (h) The fee structure and hourly rates may be revised only by written Task Assignment, agreed to by both parties to this agreement.

7. **Ownership of Documents.** Consultant shall make available to School Board all reproducible copies of plans, drawings, specifications, ideas, concepts, designs, sketches, models, artwork, programs, software, reports, or other tangible work product produced, originally developed, or submitted to School Board by Consultant pursuant to this Contract (hereinafter referred to as the "Original Work Product").

- (a) Consultant shall deliver reproduced copies of all Original Work Product to School Board upon completion, unless it is necessary for Consultant, in School Board's sole discretion, to retain possession for a longer period of time. Upon early termination of Consultant's services, Consultant shall deliver all Original Work Product, whether complete or not. School Board shall have the right to use any and all work product. Consultant shall retain copies for its permanent records; however, the same cannot be used without School Board's prior express written consent. Consultant agrees not to recreate any designs, or any other tangible work product contemplated by or originally developed under this Contract, or portions thereof, which if constructions or otherwise materialized, would be reasonably identifiable with the tangible work product originally developed by Consultant. If said work product is used by School Board for any purpose other than that purpose which is intended by this Contract, the School Board shall indemnify Consultant from any and all claims and liabilities which may result from such reuse, in the event Consultant does not consent to such reuse.
- (b) School Board exclusively retains all ownership and manufacturing rights to all materials or designs developed under this Agreement. To the extent the Services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for School Board as the author, creator, or inventor thereof upon creation, and School Board shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Consultant shall assign to School Board, all rights without limitation, including the

copyright with respect to such work. The Consultant acknowledges that Owner is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

8. Reuse/Repeated Design.

- (a) A specific project, as designed by Consultant under this Contract, may be reused or repeated within Osceola County by School Board at School Board's option or discretion at any time or times, and in connection therewith Consultant agrees to make available to School Board all plans, specifications, designs, drawings, notes, and other documents prepared by Consultant under this Contract.
- (b) Indemnity. Notwithstanding the right of the School Board to reuse the plans and the ownership of the work product, all indemnification agreements, warranties (both expressed and implied), and contract obligations of Consultant shall remain in full force and effect. Notwithstanding School Board's rights in the work product, Consultant agrees to hold harmless and indemnify School Board and School Board's agents, employees, and successors, from and against any and all loss, harm, or damage, including attorneys' fees incurred in the defense of any such matter, including appeals, where such loss, harm, or damage arises from or is related to, in any manner whatsoever, any act or omission of the Consultant, its subcontractors, agents, employees, or consultants in connection with the work product of Consultant performed as a result of or under this Contract, or in any way or manner whatsoever related to any duty imposed on Consultant related to, occurring during, or arising from the design, development, construction, and/or subsequent occupancy of Continuing Service Projects. This hold harmless and indemnification provision shall be in addition to all other obligations of Consultant under any agreement or at law to indemnify and hold harmless School Board.
- (c) Future Services. Upon any reuse, it is anticipated that additional Consulting services will be required, which will include, but not be limited to, site adaptation, redesign necessitated by changes in applicable codes or laws, and services required during the construction document, bidding, and construction phases of such project. School Board agrees that it will attempt, in good faith, to negotiate with Consultant (assuming that Consultant remains in existence as the same entity which has entered into this Contract) for a contract to perform such services. There shall be no obligation on either School Board or Consultant to enter such an agreement for future work in the event of a reuse or repeat, and School Board shall be free, in its sole discretion, to enter an agreement for such work with another party.

9. Insurance.

- (a) Consultant shall, through the performance of its services pursuant to this Contract, maintain and provide to School Board within 10 days after the date of this Contract a certificate of insurance proving it has the following described insurance coverage's:
 - 1. Professional liability insurance (including coverage for the Schedule of Fees and Services to be performed under this Agreement), for protection from negligent acts, errors, and omissions of Consultant from or in connection with the performance of Consultant's services. Consultant must maintain a comprehensive liability policy, including errors and omissions coverage, issued to Consultant as the insured. Said

policy shall be issued and underwritten by a licensed insurer, licensed as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of Consultant in a minimum amount of \$1,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of either "A-," "A," or "A," and (2) a financial size category rating of Class IV or higher. If Consultant maintains "claims-made" policies, Consultant shall obtain and pay for a reporting endorsement or "tail" coverage that shall extend coverage for a period of four (4) years after the termination of this Agreement or any extension thereof.

2. Commercial general liability insurance (including broad form contractual coverage), with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 per annual aggregate (per policy year) liability for protection from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Consultant's services hereunder or from or out of any act or omission of Consultant, its sub consultants, and their officers, directors, agents, and employees.
 3. Automobile liability insurance with minimum limits of \$1,000,000.00 per accident bodily injury and property damage.
 4. Workers' compensation insurance as required by applicable Florida law, or employer's liability insurance with respect to any employee not covered by workers' compensation with minimum limits of \$1,000,000.00 per accident.
- (b) All such insurance required in paragraph (a) shall be with companies and on forms acceptable to School Board, shall name School Board, School Board's representatives, and its agents, employees, and assigns as additional insured, except as otherwise provided by law. The policies shall provide that the coverage may not be reduced or canceled unless 30 days' prior written notice is furnished to School Board. Certificates of insurance and copies of all policies shall be furnished to School Board within 10 days of the date of this Contract. In the event of any cancellation or reduction of coverage, Consultant shall obtain substitute coverage as required hereunder, without any lapse of coverage to School Board whatsoever.
- (c) Consultant shall indemnify and hold School Board, School Board's representatives, its agents, employees, and assigns each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses, or expenses of any nature whatsoever (including attorneys' fees) arising directly or indirectly from or out of any negligent act or omission of Consultant, its sub consultants, and their officers, directors, agents, or employees, any failure of Consultant to perform its services hereunder in accordance with generally accepted professional standards, any material breach of Consultant's representations as set forth in this Contract or any other failure of Consultant to comply with the obligations on its part to be performed hereunder. The provisions of this paragraph shall survive the expiration or termination of this Contract.
- (d) Consultant will provide to School Board, within 10 days after the date of this Contract, (1) the original of the policy evidencing the existence of such insurance coverage, which School Board shall copy and return to Consultant within 7 days, (2) proof acceptable to School Board that the premium for such policy for a period ending no earlier than 6

months after the date of this Contract has been paid in full by Consultant, and (3) a certificate of the insurer addressed to School Board evidencing the existence of such insurance coverage. Consultant will promptly renew, will keep and maintain in full force and effect, and will pay all premiums becoming due on said policy of insurance, and without request or demand Consultant will promptly provide proof thereof to School Board. If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, Consultant agrees to keep and maintain same in full force and effect for a period expiring not earlier than 12 months after construction of Continuing Service Projects is completed, and each such policy, or renewal or replacement policy, shall provide coverage for the acts and omissions of Consultant for all times subsequent to the date of this Contract.

10. **Representations.** Consultant hereby represents to School Board that:

- (a) It has the experience and skill to perform the services required to be performed by this Contract.
- (b) It shall provide and employ, in connection with the performance of such services, personnel qualified and experienced in their profession; it being understood that School Board may at any time require Consultant to remove, and Consultant shall immediately remove, any person employed in connection with the performance of the services who in the sole opinion of School Board is unfit for the proper performance of his/her duties.
- (c) It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Contract, and shall, if requested by School Board, provide certification of compliance with all registration and licensing requirements.
- (d) It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of School Board.
- (e) It is adequately financed to meet any financial obligations it may be required to incur under this Contract.
- (f) The designs, plans, drawings, specifications, or other work product of Consultant shall not call for the use of nor infringe any patent, trademark, service mark, copyright, or other proprietary interest claimed or held by any person or business entity absent prior written consent from School Board and such other person.

11. **Documents and Copies.** Consultant agrees to furnish and provide to School Board, for each project, a minimum three (3) copies of all plans, specifications, drawings, project manuals, and other documents (except correspondence) prepared by Consultant under this Contract, at its own expense. The copies shall be furnished as they are prepared and completed by Consultant, and if School Board requires additional copies, Consultant shall promptly furnish the copies to School Board at a reasonable cost for the reproduction.

12. **Expense Records.** Consultant agrees to keep and maintain all of its direct personnel expense records, consultant expense records and other expense records, pertaining to Continuing Service Projects, and its record of accounts between Consultant and School Board pertaining to

Continuing Service Projects, on a general recognized and acceptable accounting basis, and the same shall be available to School Board or its authorized representatives at all reasonable times for inspection and copying. The records and documentation shall be retained by Consultant for a minimum of three (3) years from the date of termination of this Agreement or the date the Task Authorization is completed, or such longer period of time as may be required by this Agreement or law, whichever is later. Consultant agrees to keep and maintain accurate time records to within the nearest one-tenth of an hour for each time entry, of all work performed by employees of Consultant, and same shall be available to School Board or its authorized representatives at all reasonable times for inspection and copying.

13. **Termination, Suspension, Disputes, or Abandonment.** Either party may terminate this Contract for failure of the other party to substantially perform this Contract. School Board shall have the absolute right and option to suspend or terminate this Contract without cause provided that 30 days written notice is provided to Consultant.

(a) If Continuing Service Projects are abandoned or suspended by School Board, School Board shall pay Consultant all fees which have become due and payable to Consultant for that portion of the work of Consultant completed prior to such abandonment or suspension, and School Board shall have no further obligation to Consultant for payment to Consultant of the remainder of its fees, unless and until Continuing Service Projects are resumed by School Board. Consultant, at the option of School Board, shall complete the services of Consultant under this Contract upon resumption by School Board of Continuing Service Projects, and Consultant shall in that event be entitled to payment of the remaining unpaid fees which become payable to it under this Contract, same to be payable at the times and in the manner specified in this Contract. In no event will any fee or part thereof become due or payable to Consultant under this Contract unless and until Consultant has attained and completed that stage of work where the same would be due and payable. If Continuing Service Projects are resumed by School Board within 365 days after it was abandoned or suspended, the fees and compensation payable by School Board to Consultant for the work of Consultant hereunder subsequent to such resumption shall be the amounts provided in Exhibit C- Unit Labor Rates, not previously paid by School Board to Consultant. If Continuing Services Projects are resumed by School Board subsequent to 365 days after its abandonment or suspension, the unpaid balance of the fees and compensation payable by School Board to Consultant pursuant to the provisions of Exhibit C- Unit Labor Rates shall be adjusted upward or downward in direct ratio to any increase or decrease in the cost of living in the United States of America, between the date of such abandonment or suspension of Continuing Service Projects and the date of such resumption thereof, as reflected by the Consumer Price Index for all items prepared and kept by the U.S. Department of Labor.

(b) In the event of any such suspension or termination without cause, School Board shall pay to Consultant only that portion of the fee and compensation hereunder for the Basic Services of Consultant which has become due and payable to Consultant under the provisions of this Contract, and the remainder of Consultant's fees under this Contract shall be cancelled. Unless School Board authorizes Consultant to the contrary, Consultant shall not perform any services and shall not be entitled to receive payment from School Board on account of any such services performed during the period of suspension or after termination. Upon receipt of notice from School Board that the suspension has been canceled, Consultant shall perform its remaining services in accordance with the terms of this Contract and Consultant shall be entitled to time extension equal to the period of suspension.

14. **Assignability.** This Contract is for the personal services of Consultant and may not be assigned by Consultant in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Consultant, without the prior written consent of School Board, which consent School Board may withhold in its sole discretion.

15. **Errors and/or Omissions.** Consultant shall be obligated and responsible to School Board for, and Consultant shall promptly and forthwith pay to School Board upon the demand of School Board, reasonable damages and additional costs and/or expenses in connection with construction of or delay in construction of Continuing Service Projects or otherwise incurred, sustained, and/or paid by School Board on account of or growing out of (1) any and all errors and/or omissions made by Consultant in the preparation of any plans, specifications, drawings and/or other documents pursuant to this Contract and the project's Scope of Services for Consultant, and (2) any and all negligent acts or omissions on the part of Consultant in preparing any plans, specifications, drawings, or other documents or in the performance of any other services under this Contract and the project's Scope of Services for Consultant. It is the intent of the parties hereto that Consultant be held to and accountable for a degree of professionalism that is customary in the industry and commercially reasonable and for accuracy in the performance of the services of Consultant under this Agreement. School Board will hold Consultant harmless for any loss or claim related to an error or omission caused solely by the negligence of the School Board.

16. **Subconsultants/Separate Consultants.**

A. The Consultant shall set local business participation goals and submit reports to the School Board to ensure accountability. Local business participation goals will be established for each Task Assignment and will be agreed upon by both parties. The local business participation report to be provided by Consultant shall be in an excel spreadsheet format and shall include but not be limited to the following fields as approved and provided by the School Board: Company Name, Street Address, City, State, Zip, Trade Category, Dollar Amount Spent, and Local Business Category. A local business participation report will be due at the completion of each Task Assignment. The local business participation report shall include businesses that meet one of the following local business categories as outlined in the RFQ:

1. To qualify as an "Osceola County Business" a firm must meet the following criterion:
 - (a) Has its headquarters, manufacturing facility, or locally-owned franchise located within the legal boundaries of Osceola County and
 - (b) Maintains a required business license by a jurisdiction located in Osceola County.
2. To qualify as a "Regional Business" a firm must meet the following criterion:
 - (a) Has its headquarters, manufacturing facility, or locally-owned franchise located within the legal boundaries of Orange County, Seminole County, Brevard County, Lake County, Polk County, or Volusia County and
 - (b) Maintains a required business license by at least one of the jurisdictions listed in Section 2 (a).
3. To qualify as a "Florida Business" a firm must meet the following criterion:
 - (a) Has its headquarters, manufacturing facility, or locally-owned franchise located within Florida and

- (b) Maintains a required business license by at least one of the jurisdiction in Florida.
 - B. Any proposed sub consultants shall be submitted to School Board for approval prior to Consultant entering into a subconsultant agreement. Such approval by School Board shall not be unreasonably withheld. School Board shall not be liable to Consultant in any manner whatsoever arising out of the School Board's objection to a proposed subconsultant.
 - C. Consultant shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by Consultant or its subconsultants, and Consultant shall review and approve any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to School Board. Consultant shall correct or revise any of its errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide School Board with such corrected or revised designs, drawings, or specifications incorporating such corrections or revisions at its sole cost and expense.
 - D. Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward Consultant all the obligations which Consultant by this Contract assumes toward School Board, it being understood that nothing herein shall in any way relieve Consultant from any of its duties under this Contract.
 - E. Consultant shall cooperate at all times with School Board, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Service Projects within the project's budget and schedule. In the event School Board so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Task Assignment to this Contract, Consultant shall accept any assignment of any agreement or contract School Board may have with any separate consultant.
17. **Key Employees.** School Board has relied upon and hired Consultant because of the involvement of certain individuals employed by Consultant identified on Exhibit B- Key Employees attached hereto and incorporated herein by reference, and Consultant agrees that the persons (Key Employees) listed on Exhibit B shall be assigned to Continuing Service Projects. Consultant shall not remove any Key Employee from Continuing Service Projects absent prior written consent of School Board for any reason other than termination of employment.
18. **Governing Law.** This Contract shall be construed in accordance with, and be governed by, the laws of the State of Florida, and any dispute, difference, claim or counterclaim between School Board and Consultant arising out of or in connection with this Contract which cannot be amicably resolved by the parties shall be submitted to the Circuit Court in and for Osceola County, Florida (or if the Circuit Court does not have jurisdiction over the subject matter, then to the court sitting in Osceola County which has subject matter jurisdiction) for trial and determination by the court sitting without jury. The parties agree and are encouraged to submit such disputes to non-binding mediation by a mediator who is certified in Florida in an effort to

resolve issues in an expedient manner. The parties consent to the jurisdiction of such court and to the service of process outside the State of Florida pursuant to the requirements of such court, and they expressly waive the right to a jury trial.

19. **Consultant's Competitive Negotiation Act.**

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

1. Consultant shall execute and furnish to School Board a "Truth-in-Negotiation Certificate" (Exhibit F, Attachment 5) stating the wage rates and other factual unit costs supporting compensation are accurate, complete, and current at the time of executing each Task Assignment.
2. The original contract amount and any additions thereto shall be adjusted to exclude any significant sums when School Board determines the contract amount was increased due to inaccurate, incomplete, or non-current wage rates and other factual costs.

20. **Entire Agreement.** This Contract represents the entire and integrated agreement between School Board and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both School Board and Consultant.

21. **Evaluation.** Consultant will be evaluated by School Board during the Contract period, at intervals established by School Board, and at the end of the construction of Continuing Service Projects. The results of each evaluation will be considered as tools for the measurement of Consultant's past performance and may be included in the review process for future solicitations for consultant services. A copy of the evaluation(s) will be provided to Consultant upon request.

22. **Exhibits.** The Exhibits, A-F, are incorporated herein by reference and shall be binding on the Consultant. In the event of any inconsistency between the Exhibits, the provisions of this Contract shall govern and control. Similarly, the Continuing Service Project's Manual is incorporated herein by reference, and in the event of any inconsistency in the Continuing Service Project's Manual and the terms of this Contract, this Contract shall control.

IN WITNESS THEREOF, the above parties have executed this instrument, the name of each party being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

OWNER:
School Board of Osceola County, Florida

By: _____
John McKay, Chairman

Date Approved: _____

ATTEST:

By: _____
Michael A. Grego, ED.D., Superintendent

CONSULTANT:

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Print Name: _____

Title: _____

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT A- SCOPE OF SERVICES

Consultant shall provide Continuing Architectural/Engineering Services to the School District of Osceola County's Facilities Department for projects less than \$2,000,000 and studies less than \$200,000 in fee.

Consultant will represent the School District as their consultant in architectural and engineering matters. A general description of the scope of professional services required may include but not be limited to the following:

1. Design services for construction projects estimated to be less than \$2,000,000 and studies less than \$200,000 in fee.
2. Represent the School District as the Architect of Record and provide construction administration services, as needed.
3. Provide complete Architectural and Engineering services and related services to include schematic, design development, and construction documents.
4. Schedule and orchestrate meetings with District Staff.
5. Provide investigation, identification, analysis, and recommendation associated with bidding, GMP negotiations, value engineering, and cost change evaluation.
6. Work with the District's selected Construction Manager and District Staff to ensure completion of a successful project.
7. Design approach to include possible phasing of construction activity to coincide with coordinated schedule for unoccupied spaces.
8. Review and comment on Educational Specifications, design submittals, and construction documents prepared by other consultants.
9. Review, inspect, and report on specific areas of construction when requested.
10. Provide support with regard to the development of new and existing school sites, to included but not be limited to site analysis, educational specification preparation, construction project budgeting.
11. Investigation, identification, analysis, and recommendation with costs for specific school facility problems or needs assigned on a "project by project" basis.
12. Provide technical support by obtaining professional services through the use of subconsultants when specialized areas of expertise are needed.
13. Provide technical support in architectural matters to Facilities Department.

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT B- KEY EMPLOYEES

Consultant shall provide the **name**, **title**, and **responsibility** for each of the Consultant's employees proposed to be responsible for any project authorized under the Agreement.

(Consultant to attach list of Key Employees)

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT C- UNIT LABOR RATES

Consultant shall list a complete fee schedule to be referred to when proposing services for each project assigned by the School District of Osceola County. The Fee Schedule shall include but not be limited to services required to support the Scope of Services, as so stated in Exhibit A.

Fees, which shall be inclusive of all overhead of Consultant, for basic services and additional services (only when approved in writing by the School Board), be reimbursed at the following hourly rates:

(Consultant to attach list of Unit Labor Rates to include "Title" and "Rate")

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT D- CONSULTANT REIMBURSABLE EXPENSE GUIDELINES

A not to exceed lump sum dollar amount shall be determined during the negotiation period for the purposes hereof, the term "reimbursable expenses" shall be deemed to include the following:

1. All necessary fees paid by Consultant to governmental authorities, having jurisdiction over any Project specified in a Task Assignment (Exhibit F), for securing required approval of the Project or any part of it.
2. Travel expenses incurred or paid by the Consultant for necessary travel by any principal or employee of Consultant outside of Osceola and Orange County, Florida, in connection with the performance of the Scope of Services. No travel or wages will be allowed from the Consultant's office to the project site or school district offices unless authorized in advance by the School Board. For the purpose of this Agreement the Consultant, including sub-consultants, agents, representatives, and employees, shall be deemed to be limited to the same extent as a school board employee, by the affirmations, laws, and regulations that govern eligibility for travel reimbursement and amount of reimbursement.
3. The direct reasonable cost to Consultant for copying, reproduction of plans and other documents required in connection with any Project specified in the Task Assignment except as provided in paragraph 11 of the Contract.
4. Consultant shall obtain the prior approval of School Board before incurring any of the aforesaid reimbursable expenses, and absent such prior approval, no expenses incurred by Consultant will be deemed to be a reimbursable expense.
5. Consultant shall bear and pay all overhead and other expenses, except for the reimbursable expenses specified and defined above, incurred by Consultant in the performance of the Services.
6. Prior to authorizing Consultant to provide any Services or to incur any reimbursable expenses under a Task Assignment pursuant to this Agreement, School Board shall request that Consultant in writing advise School Board of (i) the estimated time of Consultant's personnel and the estimated fees thereof for the proposed work to be specified in the Task Assignment; and (ii) the estimated charge to School Board for the reimbursable expenses applicable to the contemplated Services to be performed by Consultant under the proposed Task Assignment. Consultant shall promptly supply such estimate to School Board based on Consultant's good faith analysis.

THE SCHOOL DISTRICT OF OSCEOLA COUNTY

EXHIBIT E- ADMINISTRATION OF THE CONTRACT

1 ARCHITECT/ENGINEER

1.1 The ARCHITECT/ENGINEER is the person lawfully licensed to practice ARCHITECTURE/ENGINEERING or an entity lawfully practicing ARCHITECTURE/ENGINEERING identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "ARCHITECT/ENGINEER" means the ARCHITECT/ENGINEER or the ARCHITECT/ENGINEER'S authorized representative.

2 ARCHITECT'S/ENGINEER'S ADMINISTRATION OF THE CONTRACT

2.1 The ARCHITECT/ENGINEER will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period. The ARCHITECT/ENGINEER will advise and consult with the Owner. The ARCHITECT/ENGINEER will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument in accordance with other provisions of the Contract.

2.2 The ARCHITECT/ENGINEER will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the ARCHITECT/ENGINEER will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work. On the basis of on site observations as an ARCHITECT/ENGINEER, the ARCHITECT/ENGINEER will keep the Owner informed of progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.

2.3 The ARCHITECT/ENGINEER will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The ARCHITECT/ENGINEER will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The ARCHITECT/ENGINEER will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.4 **Communications Facilitating Contract Administration.** Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the ARCHITECT/ENGINEER. Communications by and with the ARCHITECT/ENGINEER'S consultants shall be through the ARCHITECT/ENGINEER. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

2.5 Based on the ARCHITECT/ENGINEER'S observations and evaluations of the Contractor's Applications for Payment, the ARCHITECT/ENGINEER will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

2.6 The ARCHITECT/ENGINEER will have authority to reject Work which does not conform to the Contract Documents. Whenever the ARCHITECT/ENGINEER considers it necessary or advisable for

implementation of the intent of the Contract Documents, the ARCHITECT/ENGINEER will have authority to require additional inspection or testing of the Work, whether or not such Work is fabricated, installed or completed.

ARCHITECT/ENGINEER nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the ARCHITECT/ENGINEER to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

2.7 The ARCHITECT/ENGINEER will 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. The ARCHITECT/ENGINEER'S action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the ARCHITECT/ENGINEER'S professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The ARCHITECT/ENGINEER'S review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the ARCHITECT/ENGINEER, of any construction means methods, techniques, sequences or procedures. The ARCHITECT/ENGINEER'S approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.8 The ARCHITECT/ENGINEER will prepare Change Orders and Construction Change Directives as requested by the Owner.

2.9 The ARCHITECT/ENGINEER will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

2.10 If the Owner and ARCHITECT/ENGINEER agree, the ARCHITECT/ENGINEER will provide one or more project representatives to assist in carrying out the ARCHITECT/ENGINEER'S responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

2.11 The ARCHITECT/ENGINEER will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor. The ARCHITECT/ENGINEER'S response to such requests will be made with reasonable promptness and within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of the ARCHITECT/ENGINEER shall be furnished in compliance with this Paragraph 2, then delay shall not be recognized on account of failure by the ARCHITECT/ENGINEER to furnish such interpretations until 15 calendar days after written request is made for them.

2.12 Interpretations and decisions of the ARCHITECT/ENGINEER will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings.

3 CLAIMS AND DISPUTES

3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

3.2 Claims arising prior to final payment or the earlier termination of the Contract shall be referred initially to the ARCHITECT/ENGINEER for action as provided in Paragraph 4.

3.3 Time Limits on Claims. Claims by either party must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes or should have recognized the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. Any change or addition to a previously made Claim shall be made by written notice in accordance with this subparagraph 3.3.

3.4 Continuing Contract Performance. Pending final resolution of a Claim including litigation, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

3.5 The making of final payment shall not constitute a waiver of claims by the Owner

3.6 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The ARCHITECT/ENGINEER will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the ARCHITECT/ENGINEER determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the ARCHITECT/ENGINEER shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the ARCHITECT/ENGINEER has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the ARCHITECT/ENGINEER for initial determination, subject to further proceedings pursuant to Paragraph 4.

3.7 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the ARCHITECT/ENGINEER, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the ARCHITECT/ENGINEER, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with the procedure established herein.

3.8 Claims for Additional Time

3.8.1 If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor shall have the burden of demonstrating the effect of the claimed delay on the Contract Time, and shall furnish the ARCHITECT/ENGINEER with such documents relating thereto as the ARCHITECT/ENGINEER may reasonably require. In the case of a continuing delay only one Claim is necessary.

3.8.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

3.9 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Subparagraphs 3.7 or 3.8.

4 REVIEW OF CLAIMS BY ARCHITECT/ENGINEER

4.1 The ARCHITECT/ENGINEER shall review Claims and may (1) defer any action with respect to all or any part of a Claim and request additional information from either party; (2) decline to render a decision for any reason which he deems appropriate (including but not limited to the fact that the Claim involves allegations of fault on the part of the ARCHITECT/ENGINEER; or (3) render a decision on all or a part of the Claim within ten (10) days from the date of the Claim. The ARCHITECT/ENGINEER shall notify the parties in writing of his disposition of such Claim. If the ARCHITECT/ENGINEER renders a decision or declines to render a decision, either party may proceed in accordance with Paragraph 5. If the ARCHITECT/ENGINEER decides that the Work relating to such Claim should proceed regardless of his disposition of such Claim, the ARCHITECT/ENGINEER shall issue to the Contractor a written order to proceed.

4.2 If a Claim has been resolved, the ARCHITECT/ENGINEER will prepare or obtain appropriate documentation.

4.3 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect/Engineer, the Architect/Engineer will notify the parties in writing that the Architect/Engineer's decision will be made within seven (7) calendar days. Upon expiration of such time period, the Architect/Engineer will render to the parties the Architect/Engineer's written decision relative to the claim, including any recommended change in the contract sum or contract time, or both.

5 LITIGATION

5.1 Either party may pursue any Claim against the other in any court having jurisdiction in Osceola County, Florida, provided the party has first complied with the provisions of Paragraph 3 and 4 with respect to such Claim

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT F- TASK ASSIGNMENT

I. PURPOSE

This is a Task Assignment to the Continuing Service Architectural and Engineering Services Contract dated _____, 200__ between The School Board of Osceola County, Florida and _____ (CONSULTANT) and made a part thereof. The purpose of this Task Assignment is to specify the required services of the CONSULTANT to provide Architectural/Engineering services when and as authorized by the School Board's representative, when deemed necessary.

II. METHOD OF COMPENSATION

Payment shall be in accordance with the Continuing Service Contract No. _____ for Architectural/Engineering Services. Compensation for all services, material, supplies, training and any other items or requirements necessary to complete the work as described herein, shall not exceed _____ DOLLARS (\$0.00) allowing an additional _____ DOLLARS (\$0.00) for reimbursable expenses for a total not-to-exceed fee of _____ DOLLARS (\$0.00) payable at the rates attached hereto. At no time shall work fees exceed said amount of compensation herein without a written and executed Task Assignment.

III. WARRANTY

The CONSULTANT warrants that the plans, specifications, and studies produced as a result of this Task Assignment are complete, correct, and suitable for the purpose intended.

IV. PROCESS

The following Task Assignment Process shall be followed when Architectural and/or Engineering Services are required. The Architectural and Engineering Services Consultant shall provide a complete and detailed proposal to include material and labor, and shall submit its proposal in the following format to School Board for review, revision, and approval.

The Architectural/ Engineering Services Consultant, at minimum, shall be required to provide the following detail in their proposal:

- Attachment 1- Scope of Work
- Attachment 2- Project Schedule
- Attachment 3- Consultant's Project Team Members
- Attachment 4- Total Cost for Services
- Attachment 5- Truth In Negotiation Certificate (*as required per Florida Statutes*)

All Attachments to this Exhibit F are required for a complete Task Assignment to the Continuing Service Contract for Architectural/Engineering Services.

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT F- TASK ASSIGNMENT

ATTACHMENT 1- SCOPE OF WORK

All terms used herein shall have the same meaning as defined in the Agreement unless otherwise noted herein. In consideration of the mutual covenants and agreements set forth in Attachments 1 through 5, School Board and Consultant agree, by signature, to the details negotiated in this Task Assignment.

(Consultant shall provide a complete and detailed written scope of work for the project.)

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT F- TASK ASSIGNMENT

ATTACHMENT 2- PROJECT SCHEDULE

This Task Assignment shall commence upon Notice to Proceed and continue until the scope of work is completed and accepted by the District. Said project shall maintain schedule as provided. If schedule is altered due to unforeseen delays the District's Project Manager shall be notified at once. Failure to meet the scheduled completion date may be grounds for Termination for Default.

School Board's Project Manager and Consultant shall negotiate a proposed schedule for the successful and timely completion of the project. Project schedule shall include the proposed start date, substantial completion date, and final completion date.

The date of Substantial Completion for the Work established by this Task Assignment shall be on or before **XX/XX/XXXX**. Accordingly, the contract period for the Work is established as **XX** calendar days from the Notice to Proceed document (based on **XX/XX/XXXX**). The date of Certificate of Final Inspection for the work established by this Task Assignment shall be on or before **XX/XX/XXXX**. Accordingly, the contract period for the work is established as **XX** calendar days from Substantial Completion to Certificate of Final Inspection.

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT F- TASK ASSIGNMENT

ATTACHMENT 3- CONSULTANT'S PROJECT TEAM MEMBERS

Consultant shall provide the **name**, **title**, and **responsibility** for each of the Consultant's employees proposed to complete the Scope of Work identified in Attachment 1 of this Task Assignment. Consultant shall also provide the contact information for the Consultant's Project Engineer assigned to this project.

(Consultant to attach list of project team members for this project)

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT F- TASK ASSIGNMENT

ATTACHMENT 4- TOTAL COST FOR SERVICES

Consultant shall provide a proposal with a total not-to-exceed cost for services, to include a detailed breakdown of material and labor required to complete the Scope of Work detailed in Exhibit F, Attachment 1. All labor and material costs for each project shall be complete and detailed, and shall, without limitation, include and identify the number of hours of work by category of workers/professionals performing the service, while adhering to the Unit Labor Rates in Exhibit C to the Continuing Service Contract.

(Consultant to attach proposal)

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT F- TASK ASSIGNMENT

ATTACHMENT 5- TRUTH IN NEGOTIATION CERTIFICATE

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

DATED this _____ day of _____, 20__.

By: _____ (affiant's signature)

STATE OF FLORIDA
COUNTY OF OSCEOLA

BEFORE ME, the undersigned authority, personally appeared _____ [*name of affiant and title*] of _____ [*name of Consultant*] who, after first being duly sworn, deposes and says that the foregoing Truth In Negotiation Certificate is true and correct to the best of his/her knowledge, information and belief.

SWORN TO AND SUBSCRIBED before me on this _____ day of _____, 2009

By: _____ [*name of affiant*].

He/she is personally known to me _____; or has produced _____ as identification .

NOTARY'S SIGNATURE AND SEAL

Type or Print Name

COMMISSION SEAL/NUMBER:

Signature

IN WITNESS THEREOF, the above parties have executed this instrument, the name of each party being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body

OWNER:
The School Board of Osceola County, Florida

CONSULTANT:

By: _____
John McKay, Chairman

By: _____

Date Approved: _____

Print Name: _____

ATTEST:

By: _____
Michael A. Grego, Ed.D, Superintendent

Title: _____

Date: _____

ATTEST:

By: _____

Print Name: _____

Title: _____