

**AGREEMENT FOR PROFESSIONAL SERVICES
GEOTECHNICAL ENGINEERING, MATERIALS TESTING, AND THRESHOLD
INSPECTION SERVICES**

THIS AGREEMENT FOR GEOTECHNICAL ENGINEERING, MATERIALS TESTING, AND THRESHOLD INSPECTION SERVICES (the "Agreement") is dated as of this ___ day of _____ 20__ by and between **The School Board of Osceola County, Florida**, a body corporate and public (the "Owner" or "School Board"), whose address is 817 Bill Beck Boulevard, Kissimmee, Florida 34744, and _____ (the "GEOTECH Firm," "Consultant" or "GEOTECH Consultant"), a Florida "Profit" corporation, whose address is _____.

WHEREAS, Owner desires to employ the GEOTECH Firm to perform the services described in this Agreement in connection with the _____ (the "Project") located at _____ and GEOTECH Firm desires to be employed by the Owner; and

NOW, THEREFORE, Owner and GEOTECH Firm, for and in consideration of the provisions, mutual promises, covenants, and conditions herein after 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 Agreement.
2. Request for Qualifications (RFQ) # _____ and the Consultant's responses 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. **Contract Documents.** The Contract Documents consist of this Agreement, drawings, specifications, and Addenda issued prior to execution of this Agreement, and the following exhibits:

- Exhibit A- Scope of Services**
- Exhibit B- (Not Used)**
- Exhibit C- Project Schedule**
- Exhibit D- Schedule of Progress Payments and Hourly Rates**
- Exhibit E- Consultant Reimbursable Expense Guidelines**
- Exhibit F- Key Employees**
- Exhibit G- Truth-in-Negotiation Certificate**

Exhibits A-G are incorporated into this Agreement by reference and shall be binding on the GEOTECH Firm. In the event of any inconsistency between this Agreement and the General Terms and Conditions of any RFQ, RFP or ITB related to the Project to which GEOTECH Firm responded, Conditions of the

Firm
Project
RFQ# _____

Firm: _____

Owner: _____

Contract for Construction or Exhibits, the provisions of the Agreement shall govern and control.

4. **Scope of Services.** The GEOTECH Firm agrees to furnish and perform professional services for the Project under the terms of the Contract Documents.
 - A. **Scope of Services.** The GEOTECH Firm agrees to furnish and perform professional services for the Project in accordance with the terms and conditions set forth herein and as described in Exhibit A, Scope of Services (hereinafter “Basic Services”).
 - B. **Additional Services.** The GEOTECH Firm agrees to furnish and perform additional services in connection with the Project. The GEOTECH Firm will perform Additional Services only if those services are requested by the Owner in writing.

5. **Project Schedule.** The GEOTECH Firm shall begin the Basic Services after both parties have executed this Agreement and the GEOTECH Firm has received a written notice to proceed from the Owner. The GEOTECH Firm shall complete the Basic Services in accordance with the Project Schedule attached as Exhibit C.
 - A. The parties agree that time is of the essence to this Agreement.
 - B. The schedule for Additional Services, if any, shall be established by the Owner through written notification to the GEOTECH Firm that Additional Services are requested.
 - C. **Acceleration.** The GEOTECH Firm shall accelerate the performance of Basic Services and Additional Services in the manner directed by the Owner. The Owner has the sole discretion to determine that acceleration is necessary to maintain the Project Schedule. If acceleration is required as a result of delays caused solely by the GEOTECH Firm, the acceleration shall be at no cost to the Owner. If the acceleration is required as a result of delay partially caused by the GEOTECH Firm, the portion of the delay not caused by the GEOTECH Firm shall be treated as an Additional Service and the portion of the delay caused by the GEOTECH Firm shall be treated as a Basic Service at no additional cost to the Owner.

6. **Changes by the Owner.** If the Owner changes the Project Schedule, or any substantial aspect of the Scope of the Project which substantially changes the Scope of Services, the fees and schedule contained in this Agreement shall be renegotiated in good faith.

7. **Term.** Unless this Agreement is terminated in accordance with Paragraph 10, it shall remain in effect from the date of this Agreement:

- A. If construction is commenced, for a period which may reasonably be required for the design, award of contracts, and construction of the Project, including extra work and any required extension of the Project Schedule; or
- B. If the construction is not commenced, for a period of twelve (12) months after the completion of the Basic Services called for in the last phase of the work authorized by the Owner, unless otherwise agreed to in writing by the parties.

8. **Fees and Payment.**

- A. **Contract Sum.** Owner agrees to pay GEOTECH Firm a not-to-exceed, fixed fee of _____ **Dollars (\$0.00)** (the “Contract Sum”) for Basic Services. Fees for the specific phases of work shall be made in accordance with Exhibit D, Schedule of Progress Payments and Hourly Rates.
- B. **Additional Services.** The fees for Additional Services shall be established in accordance with the hourly rates described in Exhibit D.
- C. **Progress Payments.** Progress Payments shall be made no more frequently than on a monthly basis, in accordance with Exhibit D, and the Local Government Prompt Payment Act (Florida Statutes Sections 218.70 – 218.80).
- D. **Reimbursable Expenses.** The Owner shall pay the GEOTECH Firm for certain reimbursable expenses (the “Reimbursable Expenses”) as set forth on Exhibit E. GEOTECH Firm hereby waives all rights to payment by the Owner for otherwise Reimbursable Expenses when (a) the expense was incurred more than ninety (90) days before the date on which the Owner receives the first valid invoice from GEOTECH Firm requesting payment for that expense; (b) the first invoice for that expense is not accompanied by detailed, credible, and legible documentation indicating the project-related nature of the expense; or (c) that evidence is produced in a form that is inconsistent with the form of the invoice.
- E. Final payment by Owner shall not be construed as acceptance of defective work or services.

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 coverages:

1. Professional liability insurance (including coverage for the Schedule of Fees and Services to be performed under this Contract), 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 policy shall contain a maximum deductible of \$25,000.00. 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.
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 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 subconsultants, and their officers, directors, agents, and employees.
3. Automobile liability insurance with minimum limits of \$1,000,000.00 per occurrence and \$1,000,000.00 per annual aggregate liability.
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 defend (if required by School Board), 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. **Termination, Suspension, or Abandonment.**

- A. **Termination.** Either party may terminate this Agreement for failure of the other party to substantially perform in accordance with the requirements of the Agreement through no fault of the party initiating the termination. Further, the Owner has the absolute right to suspend or terminate this Agreement without cause for convenience at any time upon thirty (30) days prior written notice to the GEOTECH Firm.
- B. **Abandonment or Suspension.** If the Owner suspends or abandons the Project, the Owner shall pay all fees and Reimbursable Expenses which have become due and payable to the GEOTECH Firm pursuant to Exhibit E. The GEOTECH Firm shall not be entitled to lost profits for uncompleted work. Payment shall be made for that portion of the work that the GEOTECH Firm completed prior to the abandonment or suspension and the Owner shall have no further obligation to the GEOTECH Firm for the payment for any other fees, unless the Project is resumed by the Owner.
- C. **Resumption.** If the Owner chooses to resume the Project, the GEOTECH Firm shall complete its services under this Agreement and it shall be entitled to payment of any remaining unpaid fees in accordance with the Agreement. When it receives a notice from the Owner that the suspension has been canceled, the GEOTECH Firm shall perform all services remaining under this Agreement and it shall be entitled to an extension of time equal to the period of the suspension. If the Project is resumed within 365 days of the date it was abandoned or suspended, the fees payable to the GEOTECH Firm shall be equal to the amounts due under this Agreement which had not been paid by the Owner to the GEOTECH Firm. If the Project is resumed more than 365 days after the date of its abandonment or suspension, then the amounts due to the GEOTECH Firm shall be equal to the amounts due under this Agreement which had not been paid by the Owner to the GEOTECH Firm and shall be adjusted upward or downward in a direct ratio to any increase or decrease in the cost of living in the United States of America (as reflected by the Consumer Price Index kept by the U.S. Department of Labor) between the date of the abandonment or suspension of the Project and the date of the resumption of the Project.
- D. **Payment.** If the Project is suspended or terminated without cause, the Owner shall pay to the GEOTECH Firm only the portion of the Contract Sum which has become due and payable. The remainder of the Contract Sum shall be canceled. Unless the Owner authorizes the GEOTECH Firm in writing, the GEOTECH Firm shall not perform any further services and

shall not be entitled to receive payment from the Owner during a period of suspension.

11. **No Assignment.** This Agreement is for the personal services of the GEOTECH Firm and it may not be assigned by the GEOTECH Firm in any manner, whether by operation of law, or by any conveyance, including without limitation, transfer of stock in the GEOTECH Firm, without the prior written consent of the Owner. The Owner may withhold its written consent in its sole discretion.
12. **Governing Law and Venue.** This Agreement shall be governed by and construed under the laws of the state of Florida. Osceola County, Florida shall be the proper place of venue for all suits to enforce this Agreement. Any legal proceedings arising out of or in connection with this Agreement shall be brought in the circuit courts of Osceola County, Florida. The parties consent to the jurisdiction of the court and to the service of process outside the state of Florida pursuant to the requirements of the court in any manner submitted to it.
13. **Waiver of Jury Trial.** The parties expressly waive the right to a jury trial.
14. **Dispute Resolution.** Prior to initiating any litigation related to this Agreement, the parties agree to submit the dispute to nonbinding mediation by a mediator who is certified in Florida in an effort to resolve disputes in an expedient manner. Each party shall bear their own attorneys' fees and the costs incurred by such mediation shall be split between the parties.
15. **Subconsultants, Separate Consultants, or Subcontractors.** If the GEOTECH Firm desires to employ subconsultants, separate consultants, or subcontractors in connection with the performance of its services under this Agreement, it agrees to comply with the following:
 - a. **Owner Approval.** The GEOTECH Firm shall submit any subconsultants, separate consultants, or subcontractors to the Owner for prior written approval. The Owner has the sole discretion to withhold its approval. The Owner shall not be liable to the GEOTECH Firm in any manner whatsoever arising out of the Owner's objection to a proposed subconsultant, separate consultant, or subcontractor.
 - b. **GEOTECH Firm Responsibilities.** The GEOTECH Firm shall coordinate the work product of any subconsultant, separate consultant, or subcontractor and shall remain fully responsible for the professional quality, technical accuracy, and the coordination of all services furnished by the GEOTECH Firm or its subconsultants, separate consultants, or subcontractors. The GEOTECH Firm shall review or approve items

produce or furnished by any subconsultant, separate consultant, or subcontractor prior to submittal to the Owner.

- c. Subconsultant, Separate Consultant, or Subcontractor Responsibilities. Any agreements between the GEOTECH Firm and a subconsultant, separate consultant, or subcontractor for work on the Project shall reflect the terms of this Agreement. To the extent the services are to be performed by the subconsultant, separate consultant, or subcontractor, that third party shall assume the obligations of the GEOTECH Firm towards the Owner. The GEOTECH Firm acknowledges that this does not relieve the GEOTECH Firm from any of its duties under this Agreement.

16. Owner Consultants. The GEOTECH Firm shall cooperate at all times with the Owner and shall cooperate and coordinate with any separate consultant or agent hired by the Owner. The GEOTECH Firm shall incorporate the work product of any Owner consultant in a manner which is appropriate to facilitate the construction of the Project within the Project Construction Budget and Project Schedule.
17. Key Employees. The Owner has relied upon and hired the GEOTECH Firm because of the involvement of certain individuals employed by the GEOTECH Firm who are identified on Exhibit F (the “Key Employees”). The GEOTECH Firm agrees that the Key Employees shall be assigned to the Project. The GEOTECH Firm shall not remove any Key Employee from the Project without the prior written consent of the Owner, for any reason other than termination of the Key Employee’s employment by the GEOTECH Firm. The GEOTECH Firm represents and warrants that it possesses a high level of experience and expertise in rendering services with respect to projects of similar or like size, complexity, and nature as the Project. The GEOTECH Firm warrants, acknowledges, and represents that the Owner is relying on the GEOTECH Firm’s representation that it possesses sufficient skill, knowledge, experience, and ability to perform fully the services described in this Agreement and it will assign professionals to the Project as needed to guarantee that quality of performance.
18. Consultants’ Competitive Negotiation Act. If the total fee paid to the GEOTECH Firm exceeds the threshold amount provided in Section 287.017, for CATEGORY FOUR, the following provisions of the Consultants’ Competitive Negotiation Act, section 287.055(5)(a), Florida Statutes apply:
- A. The GEOTECH Firm shall execute and furnish to the Owner a “Truth-in-Negotiation Certificate,” stating the wage rates and other factual unit costs supporting compensation are accurate, complete, and current at the time of executing this Agreement.

- B. The “Truth-in-Negotiation Certificate” form is attached to this Agreement as Exhibit G.
- C. The Contract Sum and any additions thereto shall be adjusted to exclude any significant sums when the Owner determines the Contract Sum was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.
19. **Gender.** Unless the context clearly indicates to the contrary, words singular or plural in number shall be deemed to include the other, and pronouns having a neuter, masculine, or feminine gender shall be deemed to include the others.
20. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the matters covered by this Agreement. All prior negotiations, representations, and agreements not incorporated in this Agreement are canceled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representatives.
21. **Right to Enter this Agreement.** Each party warrants and represents, with respect to itself, that neither the execution of this Agreement nor the performance of its obligations under this Agreement, shall violate any legal requirement, result in or constitute a breach or default under any indenture, contract, or other commitment or restriction to which it is a party or by which it is bound. Each party also warrants and represents, with respect to itself, that the execution of this Agreement and the performance of its obligations under this Agreement shall not require any consent, vote, or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Agreement the full right and authority to enter into this Agreement and to perform its obligations under this Agreement. Upon written request, each party agrees to supply the other parties with evidence of its full right and authority.
22. **Binding Effect.** Each and all of the covenants, terms, provisions, and agreements contained in this Agreement shall be binding upon and inure to the benefit of the parties and their respective assigns, successors, subsidiaries, affiliates, holding companies and legal representatives, as allowed in this Agreement.
23. **Notices.** All notices shall be in writing, and may be served by (a) depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or certified with return receipt requested, (b) by delivering the same in person to such party, by (i) personal delivery, or (ii) overnight courier, or (c) by facsimile transmission provided that a copy is sent on the same day, by 5 p.m., by either of the methods described in (a) or (b). Notice deposited in the mail shall be deemed to have been given on the third day next following the date postmarked

on the envelope containing such notice, or when actually received, whichever is earlier. All notices to be given to the parties shall be sent to or delivered at the addresses or facsimile numbers set forth below:

If to School Board: Attention: Bob Nanni, Chief Facilities Officer
Facilities Division
School District of Osceola County, Florida
809 Bill Beck Boulevard
Kissimmee, FL 34744
Telecopy: (407) 343-8603

If to GEOTECH Firm: Attention:
Telecopy: (000)

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

- 24. **Waiver.** No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by another in the performance of any obligations shall be deemed or construed to be consent or waiver to or of any other breach or default by that party. Except as otherwise provided in this Agreement, failure on the part of any party to complain of any act or failure to act by another party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of that party.
- 25. **Captions.** The captions used for the Sections in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or the intent of this Agreement or any Article or Section hereof.
- 26. **Severability.** In the event any of the provisions of this Agreement are determined by a court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision shall materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.
- 27. **Cumulative Remedies.** All rights, powers, remedies, benefits, and privileges available under any provision of this Agreement to any party is in addition to and cumulative of any and all rights, powers, remedies, benefits, and privileges

available to such party under all other provisions of this Agreement, at law or in equity.

28. **Approvals.** Whenever any review or approval is required by any party, such party agrees that such review or approval shall be promptly and expeditiously prosecuted to conclusion.
29. **Further Assurances.** The parties agree to execute any and all further instruments and documents, and take all such action as may be reasonably required by any party to effectuate the terms and provisions of this Agreement and the transactions contemplated in this Agreement.
30. **No Partnership or Joint Venture.** It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the School Board and GEOTECH Firm or any other party, or cause either party to be responsible in any way for the debts and obligations of the other party.
31. **Third Party Beneficiaries.** This Agreement has been made and entered into for the sole protection and benefit of the School Board and GEOTECH Firm, and their respective successors, and no other person or entity shall have any right or action under this Agreement.
32. **No Construction Against Drafter.** Each of the parties has been represented by legal counsel who have had ample opportunity to, and have, participated in the drafting of this Agreement. Therefore, this Agreement shall not be construed more favorably or unfavorably against any party.
33. “The GEOTECH Firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the GEOTECH Firm to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the GEOTECH Firm 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 his discretion, to deduct from the Basic Services Compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.”
34. **Public Entity Crime Information Statement and Debarment** – “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.”

By signing this Agreement, GEOTECH Firm certifies, to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

(b) Have not, within a five-year period preceding the issuance of RFQ # _____ been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

(c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

(d) Have not within a five-year period preceding the issuance of RFQ # _____ had one or more public transactions (federal, state or local) terminated for cause or default.

GEOTECH Firm agrees to notify School Board within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs (a) – (d) above, with respect to GEOTECH Firm or its principals.

35. **Background Check.** The GEOTECH Firm agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the

School Board. This background screening will be conducted by the School Board in advance of the GEOTECH Firm or its personnel providing any services under the conditions described in the previous sentence. The GEOTECH Firm shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the GEOTECH Firm and its personnel. The parties agree that the failure of the GEOTECH Firm to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this agreement. The GEOTECH Firm agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from GEOTECH Firm's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

36. **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.
37. **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.
38. **Access to Documentation.** GEOTECH Firm shall, concurrently with performance of its services, prepare substantiating records regarding services rendered, and shall retain in its records copies of all written communications, and any memoranda of verbal communications, related to the Project. The School Board, the Federal grantor agency (if federal grant moneys use in whole or in part), the Comptroller General of the United States (if federal grant moneys used in whole or in part), the Auditor General, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of GEOTECH Firm which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. Upon seven calendar days' written notice, from the date first above written to the latest date described in paragraph 39 below, GEOTECH Firm shall make its records available during normal business hours to the School Board or any of the entities mentioned in the first sentence of this paragraph. Such entities shall be entitled to inspect, examine, review and copy the records within adequate work space at the GEOTECH Firm's facilities. Without limitation and not in derogation of any other provision of law or provision of this Agreement, failure of GEOTECH Firm to supply substantiating records shall be reason to

exclude the related costs from amounts which might otherwise be payable by School Board to GEOTECH Firm pursuant to this Agreement.

39. **Retention of Documentation.** GEOTECH Firm shall retain all such records as described in paragraph 40 above, and records required under any state or federal rules, regulations or laws respecting audit, for a period of four years after the School Board has made final payment and all services have been performed under this agreement.
40. **Compliance with Federal Grant Requirements.** If made applicable by the use of federal grant funds in the Project and any other requirement as set out below, GEOTECH Firm shall comply with the following enactments, rules, regulations and orders:

Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3).

Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation).

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 701 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7606), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be executed as of the day and year first above written.

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: _____

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT A

SCOPE OF SERVICES

This General Scope of Services has been developed to assist the Consultant in identifying what its total responsibilities are under this contract.

GENERAL

Anticipated services could include but are not limited to the following:

1. Design services for selected construction projects listed, which pertain to the Geotechnical portion of the project. (i.e. If soil borings indicate design changes are needed, Geotech Firm will provide recommendations for possible corrections).
2. Review and comment on educational specifications, design submittals, and construction documents prepared by other Consultants.
3. Review, inspect, and report on specific areas of construction as requested.
4. Provide support with school site analysis, educational specification preparation, construction project budgeting, etc. (i.e. If changes are needed to the original design, the Geotech Firm shall provide cost comparisons for the various recommendations they offered on how to correct the situation).
5. The Geotech Firm will be required to investigate, identify, analyze, and make recommendations with costs for specific school facility problems or needs assigned on selected project(s).
6. Geotech Firm will be required to provide technical support by the use of other Consultants when specialized areas of expertise are needed.
7. Provide technical support in architectural matters to the Facilities Division.

SITE WORK SERVICES

The Geotech Firm will be responsible for clearing and grubbing observations prior to proofrolling and filling operations, observing proofrolling operations for compliance, and conducting laboratory tests for moisture density relationship and classification.

The Geotech Firm will be required to conduct subgrade and fill soil density tests on each foot of lift of fill. Pipe backfill density test will be performed in accordance with Standard Test Frequencies. (1 test per 300 lf per 12" lift of backfill and 1 test per 12" lift at structures, unless otherwise specified)

The Geotech Firm's asphalt base and wearing surface construction monitoring will consist of temperature tests (one for every 5 trucks), sampling for classification (one for every 500 tons), and core samples (one for every 300 lf) for thickness and density testing. The Geotech Firm will also be required to note any irregularities in the construction techniques utilized. The School District Representative(s) must be notified immediately of any irregularities in the construction techniques utilized.

Site concrete testing will include subgrade soil in-place density tests, one (1) set of 3 cylinders for every 1,000 lf of curb and sidewalk and one for every 50 cubic yards for all other site concrete. (unless otherwise

specified)

Retaining walls will have in-place density tests conducted within footing excavations.

Foundation wall, grade beam backfill soil density tests will be conducted for every foot of fill for each 100 LF.

FOUNDATIONS

The Geotech Firm will be required to perform in-place density tests on foundation soil subgrade at a frequency of 1 test for every third column pad and 1 test for every 100 lf of footing unless otherwise specified. The Geotech Firm will be required to inspect reinforcement and footing size per project approved drawings.

CONCRETE

The Geotech Firm's personnel performing concrete testing must have a minimum ACI Level I certification with a minimum of two years experience.

The Geotech Firm will review concrete mix design submittals for compliance within the Contract documents. All concrete placement will be monitored by the Geotech Firm to verify that air temperature at the point of placement in the structure are within acceptable limits outlined in the project specifications, inspect concrete upon arrival to verify that the proper concrete mix number, type of concrete, and concrete strength is being placed at the proper location, record any water added and note if it exceeds that allowed in the mix design. The Geotech Firm must report any irregularities that occur with the concrete at the job site to the School District Representative(s).

The Geotech Firm will record the slump, temperature and air content at the beginning of concrete placement for each batch and for each set of test cylinders made: one (1) set of four (4) test cylinders will be molded at frequencies no less than the following (unless otherwise specified):

Foundation walls - one (1) set for each 150 cubic yards or fraction thereof.

Grade Beams/Pile Caps - one (1) set for each 100 cubic yards or fraction thereof.

Floors - one (1) set for each 5,000 square feet or floor area.

Columns - one (1) set for each 100 cubic yards or fraction thereof with a minimum of two (2) sets per floor.

Cylinders will be tested for compressive strength; 1 at 7 days, 2 at 28 days and 1 hold cylinder. In addition, one (1) additional cylinder per set will be molded for formed slab and pan joist floors to evaluate the concrete strength at the time of form stripping. The Geotech Firm will be required to inspect proper welding of precast panel connection to structure for size, type, and quality.

Firm
Project
RFQ# _____

Firm: _____

Owner: _____

MASONRY

Prism Tests-

Prism tests in accordance with ASTM E-447 will be conducted for each 5,000 square foot of wall. The compressive strength prism will be assembled by the Geotech Firm with the actual materials planned in the work.

Mortar Tests-

Mortar tests (ASTM C-780) will be run for each 5,000 square foot of load bearing masonry but not less than one (1) strength test for each day's operations for each class of wall. (unless otherwise specified)

Grout Prisms-

Grout prisms will be molded for each 50 cubic yards of grout but not less than one (1) set for each day's operation and tested for compressive strength, (1 at 7 days and 2 at 28 days). (unless otherwise specified)

STEEL

Geotech Firm's personnel performing testing and inspection for structural steel shall be an AWS Certified Weld Inspector (CWI) for visual inspection and have the appropriate certifications for non-destructive testing.

The Geotech Firm 'specialized steel inspector will be required to perform shop and field inspections in accordance with the project specifications, as required.

Shop inspections will be performed at designated fabrication shops for designated periods of time determined in consultation with the Architect, Engineer, and the School District's Representative.

The Geotech Firm will perform field inspection testing in accordance with the following:

1. Obtain the planned erection procedure, and review with the Erectors supervisory personnel.
2. Verify field welding procedures and obtain welder certificates.
3. Check steel as received in the field for possible shipping damage, workmanship, and piece marking.
4. Check joint preparation and fit up, backing strips, and run-out plates for welded moment connections and column splices.
5. Check preheating to assure proper temperature, uniformity, and thoroughness through the full material thickness.
6. Review welding sequence.
7. Visually inspect all field welding for size, length, and quality.

8. Perform bolt torque tests on at least 10% of the high strength bolted connections but not less than two (2) bolts selected at random in the connection and visual; inspect all bearing type bolts to verify that the bolts are snug tight.
9. Perform visual inspections on deck welds and screw placement in accordance with the project's documents.
10. Verify proper bearing at joist supports.

ROOFING INSTALLATION INSPECTION

During the insulating and membrane construction, the Geotech Firm will be required to have a full-time Level III roofing inspector on-site to verify construction in accordance with the project documents. During flashing installation, providing the roofing contractor is providing quality work, the Geotech Firm will be required to provide part-time inspection.

ADDITIONAL AREAS OF TESTING

The Geotech Firm will be required to mold cubes in accordance with ASTM C-109 on the non-shrink grout for base plates and bearing plates. One (1) set of four (4) cubes will be made for every ten (10) base plates and bearing plates but not less than one (1) set for each days operation. In addition, one (1) set will be made for each days operation of grouting wall panels.

The Geotech Firm will provide thickness measurements, in accordance with UL design specifications, on the sprayed-on fireproofing and sample the material at each floor, for each days operation, and verify oven dry density.

SPECIAL INSPECTION (THRESHOLD INSPECTION) SERVICES

All threshold inspection services will be provided in accordance with Florida Statute 553.

Threshold inspection services will be in strict accordance with the project's threshold inspection plan.

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT C

PROJECT SCHEDULE

Owner has entered into a GMP Agreement with the Construction Manager for a total Project schedule, including an opening of **XXXXX, 20XX**. Geotech Firm will coordinate with the Owner and CM to complete the Basic Services and any Additional Services within the schedule parameters.

Project Schedule: SDOC plans for an xxxxxxx (XX) month construction period and a 60 day period from substantial completion to final completion.

Start Date: XXXX, 20XX

Substantial Completion Date: XXXX, 20XX

DRAFT

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT D

SCHEDULE OF PROGRESS PAYMENTS AND HOURLY RATES

Not to Exceed Fee for Basic Services shall be established and paid in accordance with the Contract and this Exhibit as follows:

Billing and Payment shall be at completion phases of work established by Purchase Order or Work Order, and per the Project Proposal (Attachment 1), on a monthly basis. Geotech Firm shall invoice on Purchase Orders issued by Owner.

DRAFT

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT E

CONSULTANT REIMBURSABLE EXPENSE GUIDELINES

The Fee as described in the Agreement for Professional Services (Section 8, Fees and Payment) is all-inclusive and fixed.

No other expenses or costs will be reimbursed, without prior written authorization received from the Owner.

DRAFT

Firm
Project
RFQ# _____

Firm: _____

Owner: _____

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT F

KEY EMPLOYEES

Identify team members responsible for this project and their areas of responsibility.

Member

Title

Responsibility

(To be completed before final contract execution)

DRAFT

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT G

TRUTH IN NEGOTIATION CERTIFICATE

The wage rates and other factual unit costs supporting the compensation under the Contract between the School Board of Osceola County, Florida and _____ dated _____

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:

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____ as its _____, 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 this ____ day of _____, 20__, by _____ (type/print name of affiant).

Notary Public (printed name)

Personally known to me _____; or has produced identification
Type of identification produced:
