

**MASTER SERVICES AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES
FOR THE SEMINOLE COUNTY ANNEX, PARKING DECK, AND JUVENILE
ASSESSMENT CENTER (JAC) BUILDING ADDITION
(PS-2717-19/RTB)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between _____, duly authorized to conduct business in the State of Florida, whose address is _____, in this Agreement referred to as "CONSULTANT," and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY."

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified consultant to provide construction management services for the Seminole County Annex, Parking Deck, and Juvenile Assessment Center (JAC) Building Addition; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, CONSULTANT is competent, qualified, and desires to provide those services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONSULTANT agree as follows:

Section 1. Services.

(a) COUNTY hereby retains CONSULTANT to provide professional services and perform those tasks as further described in the Scope of Services attached as Exhibit A and made

a part of this Agreement. Required services will be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. CONSULTANT is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONSULTANT's submission in response to this solicitation. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

(b) CONSULTANT may utilize labor categories that are not included in the fee proposal for each Work Order, but that have been approved in the Master Agreement. If a substitution is necessary, the work must be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order amount, and in no event may the Work Order amount be modified as a result of any changes in labor categories. CONSULTANT shall submit a written request to the COUNTY's Project Manager for approval of any substitution prior to the utilization of any labor category for service. The approval of COUNTY's Project Manager of any substitution must take place prior to submission of the invoice. Any approved labor category substitution must be based on the prevailing labor categories and their associated hourly rates established in the Master Agreement that are in effect on the date of COUNTY's approval for any substitution.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years and, at the sole option of COUNTY, may be renewed for three (3) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations of both parties under such Work Orders will remain in effect until completion of the work authorized by the respective Work Order.

Section 3. Authorization for Services. Authorization for performance of professional services by CONSULTANT under this Agreement must be in the form of written Work Orders issued and executed by COUNTY and signed by CONSULTANT. A sample Work Order is attached as Exhibit B. Each Work Order must describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and will incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for COUNTY during the term of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The services to be rendered by CONSULTANT must be commenced as specified in such Work Orders as may be issued under this Agreement and must be completed within the time specified in the respective Work Order.

Section 5. Compensation. COUNTY shall compensate CONSULTANT for the professional services provided for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method". The CONSULTANT will be compensated in accordance with the rate schedule attached as Exhibit C. The CONSULTANT is also required to execute the Truth in Negotiations certificate attached as Exhibit D.

Section 6. Reimbursable Expenses.

(a) If a Work Order is issued on a Fixed Fee or Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Fixed Fee," "Not-to-Exceed," or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONSULTANT, its employees,

or its professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) COUNTY shall reimburse CONSULTANT for the following costs: travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. COUNTY is not obligated to reimburse CONSULTANT for the costs of meals, travel, vehicle mileage, tolls, and parking for the local employees of CONSULTANT, that is, employees located within fifty (50) miles of the job site.

A. Reimbursement for mileage must be at the rate allowable by the federal Internal Revenue Service. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two (2) occupants.

C. Reimbursement for lodging must be at \$100.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals must not exceed:

1. Breakfast:
\$6.00 without receipts
\$10.00 with receipts;
2. Lunch:
\$11.00 without receipts
\$13.00 with receipts;
3. Dinner:
\$19.00 without receipts
\$27.00 with receipts.

E. Reimbursement for airfare must be based on coach rates.

(2) Reimbursement for the expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, COUNTY shall reimburse the cost of other expenditures made by CONSULTANT in the interest of the Project.

(b) Any reimbursable expenses under this Agreement must be supported by a source document such as a receipt or invoice with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses must be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, all as solely determined by COUNTY.

Section 7. Payment and Billing.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order will be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Work Order, but in no event may CONSULTANT be paid more than the negotiated Fixed Fee amount stated in the Work Order.

(b) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, CONSULTANT shall perform all work required by the Work Order, but in no event may CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Limitation of Funds amount. CONSULTANT is not authorized to exceed that amount without the prior written approval of COUNTY. This approval, if provided

by COUNTY, must indicate a new Limitation of Funds amount. CONSULTANT shall advise COUNTY whenever CONSULTANT has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Work Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders that are One Hundred Thousand and No/100 Dollars (\$100,000.00) and over in value issued on a Fixed Fee Basis. COUNTY shall pay CONSULTANT one hundred percent (100%) of the approved amount on Work Orders under One Hundred Thousand and No/100 Dollars (\$100,000.00) in value issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event may the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders that are One Hundred Thousand and No/100 Dollars (\$100,000.00) and over in value issued on a Time Basis Method with a Not-to-Exceed amount. COUNTY shall pay CONSULTANT one hundred percent (100%) of the approved amount on Work Orders under One Hundred Thousand and No/100 Dollars (\$100,000.00) in value issued on a Time Basis Method with a Not-to-Exceed amount.

(f) Each Work Order that is One Hundred Thousand and No/100 Dollars (\$100,000.00) and over in value issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount

must be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may release the retainage or any portion of it at COUNTY's sole and absolute discretion.

(g) For Work Orders issued on a Time Basis Method with a Limitation of Funds amount, CONSULTANT may invoice the amount due for services actually performed and completed. COUNTY shall pay CONSULTANT one hundred percent (100%) of the approved amount on Work Orders issued on a Time Basis Method with a Limitation of Funds amount.

(h) The original invoice must be sent to:
Director of County Comptroller's Office
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A copy of the invoice must be sent to:

Public Works Department
Attn: Engineering Division
100 East 1st Street
Sanford, Florida 32771

(i) Upon review and approval of CONSULTANT's invoice, COUNTY shall pay CONSULTANT the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 8. General Terms of Payment and Billing.

(a) Upon satisfactory completion of work required under this Agreement and upon acceptance of the work by COUNTY, CONSULTANT may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement and less any amount already paid by COUNTY. COUNTY shall pay CONSULTANT within thirty (30) days of receipt of a proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONSULTANT at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONSULTANT and COUNTY. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONSULTANT. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives must have access to any books, documents, papers, and records of CONSULTANT that are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSULTANT shall maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONSULTANT shall make such materials available at CONSULTANT's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 9. Responsibilities of CONSULTANT.

(a) CONSULTANT is responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following, which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature provided by CONSULTANT under this Agreement. CONSULTANT shall correct or revise, without additional compensation, any errors or deficiencies in CONSULTANT's plans, analysis, data, reports, designs, drawings, specifications and any and all other services of whatever type or nature.

(b) COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONSULTANT is and will remain liable to COUNTY, in accordance with applicable law, for all damages to COUNTY caused by CONSULTANT's performance of any services or provision of any materials under this Agreement.

Section 10. Ownership of Documents. All deliverable analysis, reference data, survey data, plans, reports, and any other form of written instrument or document that may result from CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement will become the property of COUNTY after final payment is made to CONSULTANT.

Section 11. Termination.

(a) By written notice to CONSULTANT, COUNTY may terminate this Agreement or any Work Order issued under this Agreement, in whole or in part, at any time, either for

COUNTY's convenience or because of the failure of CONSULTANT to fulfill its obligations under this Agreement. Upon receipt of such notice:

(1) CONSULTANT shall immediately discontinue all services affected unless the notice directs otherwise; and

(2) CONSULTANT shall deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT will be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT will be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement, as determined solely and conclusively by COUNTY.

(c) If the termination is due to the failure of CONSULTANT to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONSULTANT will be liable to COUNTY for all reasonable additional costs associated with CONSULTANT's failure to fulfill its obligations under this Agreement.

(d) CONSULTANT will not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of CONSULTANT. CONSULTANT will be responsible and liable for the actions of its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONSULTANT include, but are not limited to, acts of God or of the public enemy,

acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but, in every case, the failure to perform must be beyond the control and without the fault or negligence of CONSULTANT.

(e) If after notice of termination for CONSULTANT's failure to fulfill its obligations under this Agreement, it is determined that CONSULTANT did not so fail, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 12. Agreement and Work Order in Conflict. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement will prevail.

Section 13. Equal Opportunity Employment. CONSULTANT shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability. CONSULTANT shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 14. No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or

agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY has the right to terminate this Agreement, at its sole discretion and without liability, and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 15. Conflict of Interest.

(a) CONSULTANT shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONSULTANT to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 16. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and only by a document of equal dignity with this Agreement.

Section 17. Subcontractors. CONSULTANT shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONSULTANT will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 18. Indemnification of COUNTY. CONSULTANT shall indemnify and hold harmless COUNTY, its commissioners, officers, and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT and other persons employed or utilized by CONSULTANT in the performance of this Agreement.

Section 19. Insurance.

(a) General. CONSULTANT shall procure and maintain insurance required under this Section at CONSULTANT's own cost.

(1) CONSULTANT shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONSULTANT shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide COUNTY with a renewal or replacement

Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONSULTANT shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONSULTANT will relieve CONSULTANT of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employers' Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall immediately notify COUNTY as soon as CONSULTANT has knowledge

of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONSULTANT's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONSULTANT and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONSULTANT to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONSULTANT is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONSULTANT and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida

Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONSULTANT's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONSULTANT shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. CONSULTANT shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONSULTANT's insurance must cover CONSULTANT for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONSULTANT. In the event CONSULTANT does not own automobiles, CONSULTANT shall maintain coverage for hired and non-owned auto liability for autos used by CONSULTANT, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONSULTANT must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	\$1,000,000.00
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(d) Coverage. The insurance provided by CONSULTANT pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONSULTANT.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence

rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONSULTANT, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 20. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5540, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONSULTANT hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONSULTANT had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve

disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 21. Representatives of COUNTY and CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise. Upon request by CONSULTANT, COUNTY shall designate and advise CONSULTANT in writing of one or more COUNTY employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONSULTANT shall designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of CONSULTANT and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually advised of such designation.

Section 22. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this Agreement. Accordingly, it is agreed that no deviation from the terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

Section 23. Modifications, Amendments or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective

unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 24. Independent Contractor. Nothing in this Agreement is intended or may be construed as, in any manner, creating, or establishing a relationship of co-partners between the parties or as constituting CONSULTANT, including its officers, employees, and agents as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONSULTANT is and will remain an independent CONSULTANT with respect to all services performed under this Agreement.

Section 25. Employee Status. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement will have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

Section 26. Services Not Provided For. No claim for services provided by CONSULTANT not specifically provided for in this Agreement will be honored by COUNTY.

Section 27. Public Records Law.

(a) CONSULTANT acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONSULTANT shall provide COUNTY with all requested public records in CONSULTANT's possession, or shall allow COUNTY to inspect or

copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONSULTANT specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes with regard to public records and shall perform the following:

(1) CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement.

(2) CONSULTANT shall provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONSULTANT shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONSULTANT shall transfer, at no cost to COUNTY, all public records in possession of CONSULTANT, or keep and maintain public records required by COUNTY under this Agreement. If CONSULTANT transfers all public records to COUNTY upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains the public records upon completion of this Agreement, CONSULTANT must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONSULTANT. CONSULTANT may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONSULTANT MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

Section 28. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 29. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will

constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

Section 30. Patents and Royalties. Unless otherwise provided, CONSULTANT is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONSULTANT, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONSULTANT. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONSULTANT. If such a claim is made, CONSULTANT shall use its best efforts to promptly purchase for COUNTY any infringing products or services or procure a license at no cost to COUNTY that will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY shall return the article on request to CONSULTANT and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 31. Notices. Whenever either party desires to give notice to the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Public Works Department
Attn: Engineering Division
100 East 1st Street
Sanford, Florida 32771

For CONSULTANT:

Section 32. Rights At Law Retained. The rights and remedies of COUNTY provided under this Agreement are in addition to any other rights and remedies provided by law.

Section 33. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

, Secretary

By: _____
, President

(CORPORATE SEAL)

Date: _____

[Balance of this page intentionally blank; signatory page continues on Page 25.]

NOT FOR EXECUTION

SEMINOLE COUNTY, FLORIDA

Witness

By: _____
BETSY COHEN, Acting Purchasing and
Contracts Manager

Print Name

Date: _____

Witness

Print Name

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
2019, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

DGS/dre

8/28/19

Attachments"

Exhibit A - Scope of Services

Exhibit B - Sample Work Order

Exhibit C - Rate Schedule

Exhibit D - Truth in Negotiations Certificate

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Scope of Work for Construction Management Services for the Annex, Parking Deck, and Juvenile Assessment Center (JAC) buildings

1. GENERAL

The Construction Management Team (CM-T) will provide services in support of Seminole County Public Works Department (Owner) staff during project construction of this design build projects. Acting as Owners Representative the CM-T will participate in the following phases:

- Pre-Bid
- Bid
- Construction Administration
- Construction Close Out

The Owner will contract directly with the construction Contractor and will be actively involved in the construction process to make decisions, provide recommendations, and perform other actions necessary for the completion of the construction.

The Construction Management Team must be knowledgeable of all Seminole County delivery Standards, Specifications and General Conditions. The CM-T will review the Design Criteria and scope of construction for the design build projects and be knowledgeable of them to assure the Owner that the design documents, shop drawings, all submittals and the construction of the buildings are all in alignment and consistent with the Design Criteria and the Scope of Construction.

2. PERSONNEL

Provide competent personnel qualified by experience and education. Submit to the owner the names of personnel proposed for assignment to the project, including a detailed resume for each containing education and similar experience.

Construction Manager

The Construction Manager must have a Bachelor's degree in Civil Engineering, Architectural, Construction Management or closely related field with 6 years of similar experience managing similar construction projects. The Construction Manager must be a Registered Architect or a Registered Professional Engineer in the State of Florida.

The Construction Manager is responsible for management and oversight of the construction project or projects that he/she is assigned. The Construction Manager responsibilities are as follows:

- Field administration and coordination of construction contracts.
- Moderate and participate in construction meetings during each phase of the design build construction contract.
- Manage CM-T inspectors assigned to his/her project.
- Monitor contractor compliance with Plans and Specifications.
- Review recommendations made to contract modifications and pay requests.
- Act as liaison for construction related issues between Seminole County Public Works and Contractor.
- Prepare and review construction project documentation deliverables as required by this work order.
- Review project closeout and final record documents and provide recommendations.
- Review change orders received from the contractor, prepares estimates as needed for the owner and assist in negotiating with the contractor.
- Review and provide approval or rejection recommendation of Contractor pay applications.

Design Review Team

The Design Review Team must have a Registered Architect in the State of Florida capable of reviewing architectural plans and specifications to assure the Owner that the plans are addressing all project needs and that the plans are in alignment and consistent with the Design Criteria and scope of construction. The Architect must have 4 years of experience designing or reviewing similar projects.

The Design Review Team must have a Registered Professional Engineer(s) in the State of Florida capable of reviewing all project documents, plans and specifications, shop drawings, submittals, etc. The Registered Professional Engineer(s) must be capable of reviewing all engineering disciplines such as but not limited to (Civil, structural, electrical, mechanical, HVAC, plumbing, fire suppression system, etc.). The engineers must have 4 years of experience designing or reviewing similar projects.

- The review team will review all disciplines of the plans, specifications and submittals provided by the Contractor to make sure that they are in alignment and consistent with the project Design Criteria and scope of construction.
- The review team will review all disciplines of the plans for all disciplines, specifications and submittals provided by trades, suppliers and support resources contributing to the delivery of the project.
- The review team will review all shop drawings to make sure the construction is in alignment and consistent with the Design Criteria, scope of construction and the project design plans.

Inspector / Senior Inspector

Inspector / Senior Inspector must have 4 years of similar experience in inspecting similar construction projects.

- Inspect construction for conformance with the contract documents.
- Record construction activities on a daily basis.
- Notify Construction Manager of any observed deficiencies or deviations from contract specifications.
- Monitor witness testing, as required, for quality assurance.
- Monitor contractor materials testing procedures.
- Observe/report to CM on contractor non-compliance with safety requirements.
- Conduct inspections of all trades and support functions participating in the delivery of the project.

Office Engineer/Document Controls/Project Assistant

Office Engineer/Document Controls/Project Assistant must have 4 years of similar construction experience.

- Coordinate administrative works that include processing and reviewing of progress payments for contractors.
- Coordinate distribution and review of contract submittals.
- Prepare correspondence and documents related to project.
- Prepare, file and distribute documents for CM-T and Owner as related to the construction contract.
- Prepare project records with details such as field progress, field conditions, equipment use and corrective actions.
- Prepare monthly report on progress of assigned project with assistance of schedules, costs spreadsheets and perform analysis on same.
- Coordinate compilation, archiving and distribution of close out document, as-builts and record drawings.

3. CONSTRUCTION MANAGEMENT SERVICES

Services During Bid, Construction and Close Out Phases

The CM-T will provide services administering the contract for construction, monitoring the contractor's performance, processing design and technical submittals, and closing out the contract for construction. The CM-T will coordinate with the contractor and will keep the Owner advised of the progress of the construction.

Bid Phase

- The CM-T will assist with the planning of and participate in one pre-bid meeting and one pre-award meeting.
- The CM-T will plan and facilitate one pre-construction conference with the Contractor and Owner to review the project communication policy, coordination of documentation submittals, requirements and format of contractor schedule submittals and discuss the Contractor's general work-plan and requirements for the project.

Construction Phase

- The CM-T will facilitate weekly progress meetings with the Contractor and Owner staff. Weekly meetings will be attended by the CM-T construction manager. Meeting minutes will be prepared and distributed by the CM-T.
- The CM-T will receive and log communications from the Contractor and will coordinate communications between Owner and Contractor.
- The CM-T will distribute County-approved field instructions, orders or similar documents, during construction.
- The CM-T will confirm that the required permits have been obtained and submitted by the Contractor. The CM-T will monitor the status of permit applications and document completion of permit close-out.
- The CM-T will receive and review the Contractor's requests for payment. The CM-T will determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the contract for construction.
- The CM-T will provide reports of project progress as required to meet Owner's reporting requirements.
- CM-T will review the Contractor's construction schedules and verify that they are consistent with the requirements of the plans and specifications and the Project Master Schedule. CM-T will advise the Contractor of any areas where the schedules are not in compliance with the plans and specifications. CM-T will provide comments to the County to assist the County in approving, accepting or taking other action on the Contractor's schedule, in accordance with the plans and specifications.
- CM-T will review the Contractor's periodic schedule updates or other schedule submissions. CM-T will advise the Contractor if the updates or other submissions are not in accordance with the plans and specifications. CM-T will provide comments to the County regarding the updates or other submissions.
- CM-T will review information submitted by the Contractor regarding the effect of proposed or issued Change Orders upon the construction schedule, duration and completion date. The CM-T will gather information on these changes in order to provide

an analysis of this data to the County. CM-T will advise the County as to the potential impact of proposed or issued Change Orders. CM-T shall assist the County in discussions with the Contractor concerning the potential impact of proposed Change Orders.

- CM-T will provide weekly reports to the County as to the status of the construction schedule, date of completion, contract price, retainage, pending changes to the contract price or completion date and other issues material to the cost and time for completion of the construction. These reports will be combined with the monthly change order reports.
- CM-T shall request from the Contractor a schedule of values that allocates the contract price to the activities of the Contractor's construction schedules. CM-T shall review the schedule of values for reasonableness and conformance with the contractor's schedule of work.
- CM-T will provide data to the Owner to update the Project Budget, Cost Control system and Cash Flows during the construction. Such updates shall include all progress, payments, approved and pending changes during the project.
- CM-T shall monitor and report on potential changes, claims and other identified matters that may have an impact on the contract price and project budget.
- CM-T will verify that the Contractor is preparing as-built drawings, and other as-built or record documents by reviewing these documents each month at the time the Contractor submits their pay request. When transmitted by the Contractor, CM-T will review these for completeness and shall transmit these to the County.
- CM-T will coordinate, monitor and report on all requests and activities initiated by agencies and other stakeholder holding a vested interest in the project. CM-T will coordinate with all Seminole County departments and other agencies and utility owners as needed.
- The CM-T will provide a letter(s) to the owner assuring that the construction is in alignment and consistent with the Design Criteria, Scope of Construction and according to the design plans and specifications.
- The CM-T will assure that the plans and construction activities meet all jurisdiction requirements and building code.

Construction Phase – Design Support

- The CM-T will coordinate and assist with submittal reviews, processing of requests for information, processing of change requests and design of necessary changes during construction.
- The CM-T will review submittals, shop drawings, requests for information and associated documents for compliance with intent of construction documents, compliance with Seminole County standards, alignment and consistent with the Design Criteria and Scope of construction.
- The CM-T will assist with certification of completion for permits.

- The CM-T will assist with review of the as-built drawings.
- CM-T will obtain from the Contractor a proposed shop drawing and submittal schedule, which shall identify all shop drawings, samples and submittals required by the plans and specifications, along with the anticipated dates for submission.
- The CM-T will provide a letter(s) to the owner assuring that the design is in alignment and consistent with the Design Criteria and Scope of Construction.
- The CM-T will review the design documents, provide comments, review contractor's responses, follow up on comment responses until they are resolved.

Construction Close Out Phase

- CM-T will assist the County in closing out the plans and specifications and commencement of the County's use of the completed work.
- CM-T will assist the County in issuing documents for substantial and final completion and acceptance of the work.
- CM-T will advise the County on final payment, release of retention, and release of insurance and bonds.
- CM-T will coordinate with the Construction Contractor for submission and review of required manuals for operation and maintenance provided by the Contractor and for training of the Owner's staff by the Contractor.
- CM-T will coordinate with the Construction Contractor for the submission of required warranties, guarantees, lien releases and other similar documents as required by the plans and specifications.
- CM-T will advise the County as to the acceptability and compliance of these documents with the plans and specifications.
- CM-T will assist with the recording of project documents and records. These shall include as-built drawings, final cost report, as-built schedule and a project close-out report.

4. FIELD INSPECTION

Field Office

- CM-T will staff a field office provided by the Contractor on the project site during construction working hours.

Review of Work

- CM-T will monitor the Contractor's compliance with the quality control requirements in their plans and specifications.
- CM-T will conduct daily on-site inspections of the Contractor's work for the purposes of determining if the work generally conforms to the plans and specifications and that the

integrity of the design concept as reflected in the plans and specifications has been implemented and preserved by the Contractor.

- CM-T will supervise field inspection staff, who will prepare written reports, diaries or other records of their observations.
- CM-T's inspection staff will arrange for monthly photographs of the work in progress by the Contractor, which will be made available to the County.
- CM-T will accompany Construction Contractor Design Engineer during periodic reviews of project site. Notes and observation of the inspection will be recorded by the CM-T.

Deficient and Non-conforming Work

- Should CM-T discover or believe that any work by the Contractor is not in accordance with the plans and specifications, or is otherwise defective, not conforming to requirements of the contracts or applicable rules and regulations, CM-T shall bring this to the attention of the Contractor, Site Manager and the Owner. CM-T shall thereupon monitor the Contractor's corrective actions and shall advise the County as to the acceptability of the corrective actions.

Factory and Performance Testing

- CM-T will coordinate with the Contractor, and the County, to provide factory and performance testing of equipment and materials off-site, as specified in the plans and specifications. The cost for staff to attend and witness factory testing for a one-week period will be included in the CM-T's cost to perform the work.

Regulatory and Third-Party Testing and Inspections

- CM-T will monitor the Contractor's coordination of inspection and testing by regulatory and third-party agencies that have jurisdiction over the project and assure appropriate Owner staff are notified in advance when equipment is to be tested.

Substantial and Final Completion

- CM-T will assist the County with inspections at substantial and final completion, in accordance with the plans and specifications. CM-T will prepare up to two (2) separate punch lists of items requiring completion or correction. CM-T shall make recommendations to the County regarding acceptance of the work based upon the results of the final inspection.

Specialty Inspections

- As an additional service CM-T will provide Specialty (Threshold) inspections as needed.

Independent Testing, Inspection and Survey Services

- The CM-T will monitor Contractor provided testing, inspection and survey services and will file testing reports as received from the Contractor.

5. CHANGE MANAGEMENT

Minor Variations in the Work

- CM-T, with the approval of the Owner, may facilitate minor variations in the work which do not involve an adjustment in the Contractor's contract price nor time for construction and are not inconsistent with the intent of the contract documents as directed by the Owner.

Review of Contractor's Requested Changes

- The CM-T will review all Contractor requested changes to the contract for construction. The CM-T will make recommendations to the Owner regarding the acceptability of the Contractor's request and, upon approval of the Owner, assist the Owner in negotiations of the requested change. Upon agreement and approval, the CM-T will coordinate with Contractor to prepare final change order documents.
- CMT-T will provide monthly reports to the County about the status of Proposals and Change Orders. The report shall include proposed Change Orders, issued Change Orders, pending Change Orders, and Change Order amounts.

Claims and Disputes

The CM-T will receive, log, and notify the County about letters and notices from the Contractor concerning claims or disputes between the Contractor and the County pertaining to the acceptability of the work or the interpretation of the requirements of the contract for construction. The CM-T will review all such letters and notices and will discuss them with the Contractor as necessary to understand each such claim or dispute. The CM-T will advise the County regarding the Contractor's compliance with the contract requirements for such claims and disputes. CM-T will assist the County in discussions with the Contractor to resolve claims and disputes.

CM-T will undertake review, investigation and analysis of Contractor claims and disputes and provide written responses to the County in accordance with the claims and disputes procedures in outlined in the County General Conditions.

6. SERVICES DURING CLOSEOUT PHASE

Substantial and Final Completion

- The CM-T will assist the Owner with inspections at substantial and final completion. The CM-T shall make recommendations to the County regarding acceptance of the work based upon the results of the final inspection. The CM-T services will include the following:
 - Preparation and distribution of a punch list identifying items which are required to be completed before issuance of substantial completion.
 - Preparation and distribution of a punch list identifying items which are required to be completed before issuance of final completion and acceptance of the work.

- Monitor the progress of the Contractor as-built drawings and submittal of Seminole County construction closeout forms. Coordination with the Contractor for the submission of required manuals provided by equipment suppliers for operation and maintenance.
- Coordination with the Contractor for the submission of required warranties, guarantees, lien releases and other similar documents as required by the contract for construction.

7. SAFETY

- The CM-T will manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations.
- The CM-T will notify affected personnel of any site conditions posing an imminent danger to them which the CM-T observes.

8. DELIVERABLES

- The CM-T will provide the following deliverables for each construction project identified in this work order.
 - Monthly progress report
 - Preconstruction Meeting Agenda and Minutes
 - Weekly Construction meeting agenda, minutes and status report including schedule and financial detail.
 - Written reports, diaries or other records of inspections.
 - Documents, forms, reports or letters prepared by the CM-T which document specific instruction or agreement with Owner, Contractor or other agency which is of significance to the completion of the contract for construction
 - Substantial and Final completion punch lists.

9. ADDITIONAL SERVICES

- CM-T will furnish the following services upon authorization of the Owner and agreement on compensation.
 - Threshold /Special Inspection services for structures
 - Material / Geotechnical Testing and Analysis
 - Construction and Design survey services
 - Services necessary due to the default of the Contractor.
 - Services for participation in litigation or alternative dispute resolution of claims.

- Miscellaneous and supplemental services related to the project as requested by the County.
- Services as requested by the County in addition to those currently defined under the scope for operation and use of the completed project.

Board of County Commissioners
SEMINOLE COUNTY, FLORIDA

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____
 Master Agreement Title: _____
 Project Title: _____

Consultant:
 Address: _____

ATTACHMENTS TO THIS WORK ORDER:

- ☐ drawings/plans/specifications
☐ Scope of services
☐ special conditions
☐ _____

METHOD OF COMPENSATION:

- ☐ fixed fee basis
☐ time basis-not-to-exceed
☐ time basis-limitation of funds
☐ retainage shall be withheld

TIME FOR COMPLETION: The services to be provided by the CONSULTANT will commence upon execution of this Work Order by the parties, and must be completed by _____ from the effective date of this Work Order. Failure to meet the completion time will be grounds for Termination of both the Work Order and the Master Agreement for Default.

Work Order Amount:
 (\$ _____)

IN WITNESS WHEREOF, the parties have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated in this Work Order.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST/WITNESS:

_____, Secretary

By: _____, President

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
 SEMINOLE COUNTY, FLORIDA

WITNESSES:

 (Procurement Analyst)

By: _____
 Diane Reed, Procurement Administrator

 (Procurement Analyst)

Date: _____
 As authorized by Section 3.554 Seminole
 County Administrative Code.

OC # _____

OM # _____

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY serves as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This Work Order will take effect on the date of its execution by the COUNTY and expires upon final delivery, inspection, acceptance, and release of the final payments and encumbrances of the last approved amount of this Work Order, unless terminated earlier in accordance with the termination provisions set forth in the Master Agreement.
- c) The CONSULTANT shall provide the services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable), which is incorporated in this Work Order by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement will prevail.
- e) If the METHOD OF COMPENSATION is based on:
 - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. The work to be performed by the CONSULTANT must be based on the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project. In no event will the CONSULTANT be paid more than the Fixed Fee Amount.
 - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an Amendment to this Work Order. The CONSULTANT's compensation will be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project.
 - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation will be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
- f) The CONSULTANT may utilize labor categories that are not included in the attached fee proposal, but that have been approved in the Master Agreement. If a substitution is necessary, the work must be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order Amount, and in no event may the Work Order Amount be modified as a result of any changes in labor categories. The CONSULTANT shall submit a written request to the County's Project Manager for approval of any substitution prior to the utilization of any labor category for service, and the County Project Manager's approval of any substitution must take place prior to submission of the invoice. Any approved labor category substitution will be based on the prevailing labor categories and their

associated hourly rates established in the Master Agreement that are in effect on the date of the County's approval for any substitution.

- g) County shall make payment to the CONSULTANT in strict accordance with the payment terms of the referenced Master Agreement.
- h) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order, if it is determined that to do so is in the best interest of the COUNTY.
- i) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.
- j) FLORIDA PUBLIC RECORDS ACT.
 - (i) Consultant must allow public access to all documents, papers, letters or other material, whether made or received in conjunction with this Work Order which are subject to the public records act, Chapter 119, *Florida Statutes* and as stated in the Master Services Agreement.

EXHIBIT "C"

RATE SCHEDULE

EXHIBIT D

"Truth in Negotiations" Certificate

This is to certify that, to the best of my knowledge and belief, the wage rates and other factual unit costs supporting the compensation (as defined in section 287.055 of the Florida Statutes (otherwise known as the "Consultants' Competitive Negotiations Act" or CCNA) and required under CCNA subsection 287.055 (5) (a)) submitted to Seminole County Purchasing and Contracts Division, Contracts Section, either actually or by specific identification in writing, in support of PS-_____ * are accurate, complete, and current as of _____ (Date)**.

This certification includes the wage rates and other factual unit costs supporting any Work Orders or Amendments issued under the Agreement between the Consultant and the County.

Firm: _____

Signature: _____

Name: _____

Title: _____

Date of execution***: _____

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., PS No.).

** Insert the day, month, and year when wage rates were submitted or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on compensation.

*** Insert the day, month, and year of signing.

(End of certificate)