

AGREEMENT FOR GENERAL CONSULTING SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the CITY of Delray Beach, Florida, hereinafter referred to as "CITY", and _____, hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, the CITY has provided notice of the desired professional services and carried out the proper selection process pursuant to and in accordance with the Consultant's Competitive Negotiation Act; and,

WHEREAS, the CITY represents that it is a Florida municipal corporation with the authority to engage the CONSULTANT and accept the obligation for payment for the services desired; and,

WHEREAS, the CITY desires to engage the CONSULTANT to perform certain professional services pertinent to such work in accordance with this AGREEMENT and with SERVICE AUTHORIZATIONS to be issued at the time of or subsequent to execution of this AGREEMENT; and

WHEREAS, this AGREEMENT does not entitle the CONSULTANT to any fees for any particular project without first receiving a Service Authorization; and

WHEREAS, the CONSULTANT desires to provide such professional services in accordance with this AGREEMENT and SERVICE AUTHORIZATIONS.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this AGREEMENT, it is mutually understood and agreed as follows:

I. DEFINITIONS; GENERAL CONDITIONS

- A. THE SCOPE OF WORK is to be implemented in phases as set forth by this Agreement and by SERVICE AUTHORIZATIONS, which are attached hereto and made a part hereof, and as also may be added as approved by the City from time to time.
- B. A SERVICE AUTHORIZATION is a form to be used to authorize work, projects, and services. The form shall be executed by the CITY'S and CONSULTANT'S representatives. A CITY purchase order number shall be identified on the form. The purchase order authorization is established in the CITY Code of Ordinances with provisions for expenditure levels of approval authorizations. A sample from of the service authorization is attached as Exhibit "A" to this AGREEMENT. The projects, work, and services to be performed by the CONSULTANT, and time for completion of the particular phase of the work by CONSULTANT, shall be authorized by a SERVICE AUTHORIZATION. The SERVICE AUTHORIZATION shall include the scope of work to be performed; the budget cost, complete with an itemization of man-hours, wage rates, reimbursable expenses, and other related costs; schedule for completion and name of project manager. The SERVICE AUTHORIZATION shall be signed by the CITY and the

CONSULTANT'S authorized representative. A CITY purchase order shall be issued with authorization identifying funds and amount of expenditures. The terms of this AGREEMENT supersede the terms stated on the purchase order.

- C. PHASES: A phased approach may be utilized. The City and the Consultant shall have the right to negotiate the terms of each phase as contained within each service authorization, and to reject any service authorization, if the parties cannot agree to the terms of the service authorization. In the event the parties cannot agree, the city may select the next ranked proposer or go out for additional proposals in order to complete the subsequent phase(s) of the project. This phased approach shall not waive the City's right to terminate the Consultant's contract during any phase of the project.

II. GENERAL DUTIES OF CONSULTANT

- A. The relationship of the CONSULTANT to the CITY will be that of a professional CONSULTANT, and the CONSULTANT will provide the professional and technical services required under this AGREEMENT in accordance with acceptable professional practices and ethical standards. No employer/employee relationships shall be deemed to be established and the CONSULTANT, its agents, subcontractors, and employees shall be independent contractors at all times.
- B. Professional and Technical Services. It shall be the responsibility of the CONSULTANT to work with the CITY and apprise it of solutions to problems and the approach or technique to be used towards accomplishment of the CITY'S objectives as set forth in SERVICE AUTHORIZATIONS, which will be made a part of this AGREEMENT upon execution by both parties.
- C. The scope of services to be provided shall be covered in detail in SERVICE AUTHORIZATIONS.
- D. The CONSULTANT and its subconsultants shall have no responsibility for the discovery, presence, handling or removal or disposal of or exposure of persons to hazardous materials in any form existing prior to construction at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or any other toxic substances.
- E. The CONSULTANT designates _____, as its representative to act as liaison with the CITY. The representative shall manage and coordinate CITY projects and is hereby authorized to act on behalf of the CONSULTANT to negotiate and approve SERVICE AUTHORIZATIONS and act on any other related matter with respect to performance of services for the CITY in accordance with the AGREEMENT. Any change to name another person shall be requested in writing to the CITY, and shall be approved by the City.
- F. CONSULTANT shall attend all meetings, as specified or as defined in each SERVICE AUTHORIZATION of the City Commission or any City approval Board, where the project is discussed, unless the City's representative declares such attendance and participation is not necessary. In addition, the CONSULTANT shall attend all additional meetings as may be required to facilitate the project.

III. DUTIES OF CONSULTANT:

The following Duties of CONSULTANT are separated into phases of the project, which if approved via SERVICE AUTHORIZATIONS shall be performed by the CONSULTANT. The City may require SERVICE AUTHORIZATIONS, which contain additional requirements applicable to the project. The City must authorize through service authorizations, the commencement of each phase of the work.

- A. Phase I – Study and Report Phase.
N/A
- B. Phase II – Preliminary Design Phase.
N/A
- C. Phase III. Final Design Phase.
N/A
- D. Phase IV – Bidding/Negotiation Phase.
N/A
- E. Phase V – Construction Phase.

If Contract Administration is authorized, the following requirements shall apply:

1. The CONSULTANT shall provide administration of the contract for construction as set forth herein and as contained within the general conditions of the contract for construction and as contained within Exhibit D.
2. The CONSULTANT shall be a representative of and shall advise and consult with the CITY during construction and until final payment to the contractor is due. The CONSULTANT shall have authority to act on behalf of the CITY only to the extent provided in this AGREEMENT and as provided in the contract for construction unless otherwise modified by written instrument.
3. The CONSULTANT shall visit the site at regular intervals appropriate to the stage of construction or as otherwise agreed to by the CITY and the CONSULTANT, in writing, to become generally familiar with the progress and quality of the work completed and shall determine in general if the work is being performed in a manner indicating that the work when completed will be in accordance with the contract documents. The CONSULTANT shall be required to make on-site observations to review the work. The CONSULTANT shall keep the CITY informed of the progress and quality of the work and shall provide certification to the CITY of satisfactory completion of all phases of the work in compliance with the plans, specifications thereto.
4. The CONSULTANT shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures of construction or for

safety precautions and programs in connection with the work, since these are solely the CONTRACTOR'S responsibility under the contract for construction. The CONSULTANT shall make every reasonable effort to ensure that the CONTRACTOR completes the work in accordance with the current approved schedule and carries out the work in accordance with the Contract documents.

5. The CONSULTANT based on observations and evaluations of CONTRACTOR'S applications for payment shall review and certify the amounts due the CONTRACTOR.
6. The CONSULTANT'S certification for payment shall constitute a representation to the CITY, based on the CONSULTANT'S observations at the site as provided herein and on the data comprising the CONTRACTOR'S application for payment, that the work has progressed to the point indicated and that, to the best of the CONSULTANT'S knowledge, information, and belief, the quality and quantity of the work is the accordance with the contract documents. The foregoing representations are subject to an evaluation of the work for conformance with the contract documents upon substantial completion, to results of subsequent tests and inspections, to minor deviations from the contract documents, correctable prior to completion and to specific qualifications expressed by the CONSULTANT. The issuance of the certificate of payment shall further constitute a representation that the CONSULTANT has made observations to review the quality or quantity of the work.
7. The CONSULTANT shall recommend disapproval or rejection of CONTRACTOR'S work to the CITY, which does not conform to the contract documents. The CONSULTANT will have authority to require additional inspection or testing of the work in accordance with the provisions of the contract documents, whether or not work is fabricated, installed or completed.
8. The CONSULTANT shall review and approve or take other appropriate action upon CONTRACTOR'S submittals, such as shop drawings, product data, and samples for the purpose of checking for conformance with information given and the design concept expressed in the contract documents. The CONSULTANT shall evaluate and determine the acceptability of substitute materials and equipment proposed by CONTRACTORS.
9. The CONSULTANT shall prepare change orders and construction change directives with supporting documentation and data if deemed necessary by the CONSULTANT, for the CITY'S approval and execution in accordance with the contract documents, and may authorized minor changes in the work not involving an adjustment in the contract time, which is consistent with the intent of the contract documents.
10. The CONSULTANT shall conduct inspections to determine the date or dates of substantial completion and the date of final completion, shall receive and forward to the CITY for the CITY'S review and records, written warranties and related documents required by the contract documents and assembled by the CONTRACTOR and shall issue a final certificate for payment upon compliance with the requirements of the contract documents.
11. The CONSULTANT shall interpret matters concerning performance of the CITY and CONTRACTOR under the requirements of the contract documents on written request of either the CITY or CONTRACTOR. The CONSULTANT'S response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

12. Interpretations of the CONSULTANT shall be consistent with the intent of and reasonably inferable from the contract documents and shall be in writing or in the form of drawings. When making such interpretations, the CONSULTANT shall endeavor to secure faithful performance by both the CITY and the CONTRACTOR.
13. The CITY shall be the final arbiter on matters relating to aesthetics.
14. The CONSULTANT shall review the plans and specifications and continuously provide feedback on any observed constructability issues including solutions.
15. The CONSULTANT shall render written interpretations within a reasonable time on all internal disputes between the CITY and CONTRACTOR relating to the execution of the progress of the work as provided in the contract documents.
16. The CONSULTANT'S interpretations on internal disputes are not binding on the CITY and CONTRACTOR relating to the execution of the progress of the work as provided in the contract documents.
17. Upon completion of construction the CONSULTANT shall provide to the CITY, three sets of record drawings, signed and sealed, plus one set of mylars incorporating as built conditions and other data furnished by contractor(s) to CONSULTANT.
18. In company with the City, the CONSULTANT shall visit the Project to observe any apparent defects In the completed construction, assist the CITY in consultations and discussions with CONTRACTOR(S) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defection work.

F. Phase VI – Resident Project Representative Services Phase

If the Resident Project Representative Services Phase is authorized the following requirements shall apply:

- A. A Resident Project Representative will be assigned to assist CONSULTANT in carrying out his responsibilities to CITY at the site. Resident Project Representative is CONSULTANT'S agent at site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding Resident Representative's actions. Resident Representative's dealing in matters pertaining to the on-site work shall in general be with CONSULTANT and CONTRACTOR keeping the CITY advised as necessary. Resident Project Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. Resident Project Representative shall generally communicate with the CITY with the knowledge of and under the direction of CONSULTANT.
- B. Resident Project Representative shall where applicable:
 1. Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with CONSULTANT concerning its general acceptability.
 2. Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. Working principally through CONTRACTOR'S superintendent, assist CONSULTANT in serving as the City's liaison with CONTRACTOR, when CONTRACTOR'S operations affect the CITY'S on-site operations.
4. Assist in obtaining from the CITY additional details or information, when required for proper execution of the Work.
5. Record date of receipt of Shop Drawings and samples.
6. Receive samples, which are furnished at the site by CONTRACTOR, and notify the CONSULTANT of availability of samples for examination.
7. Advise the CONSULTANT and CONTRACTOR of the commencement of any Work requiring a Shop Drawing, if the submittal has not been approved by the CONSULTANT.
8. Conduct on-site observations of the Work in progress to assist the CONSULTANT in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
9. Report to the CONSULTANT whenever Residential Project Representative believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents; or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made. Advise the CONSULTANT of Work that Resident Project Representative believes should be uncovered for observation, or requires special testing, inspection or approval. Nothing herein shall relieve the CONTRACTOR or the CONSULTANT from the duties imposed by the contract.
10. Verify that tests, equipment and systems startups, and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to the CONSULTANT appropriate details relative to the test procedures and startups.
11. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the CONSULTANT.
12. Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by the CONSULTANT.
13. Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with Resident Project Representative's recommendations to the CONSULTANT. Transmit to CONTRACTOR decisions as issued by the CONSULTANT.
14. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents, including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents
15. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the CONSULTANT.

16. Record all names, addresses and telephone numbers of the CONTRACTOR, all subcontractors and major suppliers of material and equipment.
17. Furnish the CONSULTANT periodic reports as required of progress of the Work of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
18. Consult with the CONSULTANT in advance of schedule major tests, inspections or start of important phases of the Work.
19. Draft proposed Change Orders and Work Directive Changes, obtaining backup materials from CONTRACTOR and recommend to the CONSULTANT, Change Orders, Work Directive Changes, and Field Orders.
20. Report immediately to the CONSULTANT and the CITY upon the occurrence of any accident.
21. Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to the CONSULTANT noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site, but not incorporated in the Work.
22. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the CONSULTANT for review and forwarding to CITY prior to final payment for the Work.
23. Before the CONSULTANT issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
24. Conduct final inspection in the company of the CONSULTANT, the CITY and the CONTRACTOR and prepare a final list of items to be completed or corrected.
25. Observe that all items on final list have been completed or corrected and make recommendations to the CONSULTANT concerning acceptance.

C. The Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment.
2. Exceed limitations of the CONSULTANT'S authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of CONTRACTOR, subcontractors, or CONTRACTOR'S superintendent.
4. Advise on, issue directions regarding or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Accept Shop Drawing or sample submittals, from anyone other than CONTRACTOR.

7. Authorize the CITY to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the CONSULTANT.

IV. DATA AND SERVICES TO BE PROVIDED BY THE CITY

The CITY shall provide the following:

- A. Furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the CONSULTANT and CITY mutually deem necessary and which are under control of the CITY.
- B. Other data and services to be agreed upon in subsequent SERVICE AUTHORIZATIONS.
- C. Pay for all legal advertisements incidental to obtaining bids or proposals from contractors.
- D. The CITY Manager or his designee shall act as the CITY'S representative with respect to the work to be performed under this AGREEMENT. The CITY Manager or his designee shall have the authority to the extent authorized by the CITY Charter and Code of Ordinances to exercise the rights and responsibilities of the CITY provided in this contract. Said authority may include but is not limited to: transmit instructions, stop work, receive information, interpret CITY'S policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this AGREEMENT.
- E. Pay all permit application filing fees.
- F. Provide access to CITY facilities.

V. TIME OF PERFORMANCE

- A. The CONSULTANT will begin work promptly after issuance of a Notice to Proceed.
- B. The CONSULTANT'S services called for under the AGREEMENT shall be completed in accordance with the schedule contained in each SERVICE AUTHORIZATION. If the CONSULTANT'S services are unreasonably delayed by the CITY in excess of 180 days, the time of performance and compensation shall be renegotiated, provided; however, the CONSULTANT as a condition precedent to renegotiations shall notify the City within fifteen (15) calendar days at the end of the delay of CONSULTANT'S proposed additional costs incurred by reason of said delay.

VI. AGREEMENT PERIOD

The agreement shall be for the duration of the construction contract. Any time year renewal will be at the City's discretion. However, the agreement shall extend until construction is complete. The agreement shall delineate a time for completion of the services to be rendered.

VII. COMPENSATION

- A. The CITY will compensate the CONSULTANT for the services performed on each SERVICE AUTHORIZATION in accordance with a not to exceed budgeted amount based on time charges which are based upon hourly rates, plus reimbursable expenses and other related costs as specified in the SERVICE AUTHORIZATION.

TIMES CHARGES/ NOT TO EXCEED BUDGETED AMOUNT

Computation of Time Charges/Not to Exceed Amount. When a service is to be compensated for on a time charge/not to exceed basis, the CONSULTANT will submit a not to exceed budget cost to the CITY for prior approval based on actual time charges which shall not exceed established hourly rates as shown in Exhibit B attached hereto, plus reimbursable expenses and other related costs. The CITY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the not to exceed cost amount.

- a. The CITY agrees to pay the CONSULTANT compensation for services rendered based upon the established raw hourly salary rates as shown in Exhibit B for services rendered on CITY projects multiplied by an overhead factor not to exceed 3.0, which includes profit not to exceed ten percent (10%) and may be subject to audit. The Schedule of hourly rates as set forth in Exhibit B will not be adjusted.

- b. In addition, the CITY shall pay for reimbursable expenses invoiced at the actual cost of expenditures incurred by the CONSULTANT if provided in the SERVICE

AUTHORIZATION as follows:

- (1) Actual expense of transportation and lodging in accordance with CITY policy in effect at the time of travel when traveling in connection with each SERVICE AUTHORIZATION, express courier charges, and permit fees paid for securing approval of authorities having jurisdiction over the project.

- (2) Actual expense of reproductions, of Drawings and Specifications including duplicate sets of the completion of each SERVICE AUTHORIZATION for the CITY'S review and approval.

- (3) Actual expenses of testing, laboratory services, and field equipment. By consultants.

(4) Actual expense of overtime work requiring higher than regular rates, when authorized by the CITY.

(5) Actual expense of Auto Travel at the established CITY rate per mile for travel outside Palm Beach County.

- B. Subcontractual service shall be invoiced at the actual fees paid by the CONSULTANT, plus an additional ten percent (10%) of the cost of these services to compensate CONSULTANT, for the procuring and management of the sub-consultant, and for the other financial and administrative costs. Subcontractual services shall be approved by the CITY in writing prior to performance of the Subcontractual work.
- C. Total Compensation (including, but not limited to compensation for sub-consultants) for all services and expenses shall not exceed the budget cost listed upon each SERVICE AUTHORIZATION, without written approval.
- D. If the CITY determines that any price for services, however calculated provided by the CONSULTANT, including profit, negotiated in connection with this AGREEMENT or any cost reimbursable under this AGREEMENT was increased by any significant sums because the CONSULTANT or any subcontractor furnished incomplete or inaccurate costs or pricing data, then such price or cost or profit shall be reduced accordingly and the SERVICE AUTHORIZATION shall be reduced accordingly and the SERVICE AUTHORIZATION shall be modified in writing to reflect such reduction.

VIII. PAYMENT

The CITY agrees that it will use its best effort to pay the CONSULTANT within thirty (30) calendar days from presentation of the CONSULTANT'S itemized report and invoice and approval of the CITY'S representative, unless additional time for processing is required for payments for basic services, Subcontractual services, and reimbursable expenses as defined in Section VII. The CONSULTANT shall submit monthly invoices, as required in the SERVICE AUTHORIZATION, which shall include a report of work completed during the respective invoice period. Invoices shall be in a format consistent with those shown in Exhibit C. The report shall be adequate in detail to describe work progress (% complete for each task) and written summaries of work completed. No payment request shall exceed the value of work and services performed by the CONSULTANT under the SERVICE AUTHORIZATION. Payment to the CONSULTANT will be based on the percent of construction completed.

IX. MISCELLANEOUS PROVISIONS

A. Copies of Documents:

The CONSULTANT shall prepare sufficient copies of all documents necessary to obtain approval through the City's processes, as well as other governmental authorities.. The CITY acknowledges that data provided in connection with this Agreement which are provided by the CONSULTANT are not intended for use in connection with any project other than the project for

which such materials are prepared. Any use by the CITY of such materials in connection with a project other than that for which such materials were prepared without prior written consent and adaptation by the CONSULTANT shall be at the CITY'S sole risk, and the CONSULTANT shall have no responsibility or liability therefore.

B. Insurance:

Without limiting any of the other obligations or liabilities of the CONSULTANT, the CONSULTANT shall, at his own expense, provide and maintain in force, until all of its services to be performed under this AGREEMENT have been completed and accepted by the CITY (or for such duration as it otherwise specified hereinafter), the following insurance coverages:

1. Worker's Compensation Insurance to apply to all of the CONSULTANT'S employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws.

A. Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.

2. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements other than ISO Endorsement GL 21 06 (Engineers, Architects, or Surveyors Professional Liability exclusion), as Filed by the Insurance Services Office and must include:

a. Premises and/or Operations

- b. Independent Contractors

c. Products and Completed Operations - CONSULTANTS shall maintain in force until at least three years after completion of all services required under this AGREEMENT, coverage for Products and Completed Operations, including Broad Form Property Damage.

d. Broad Form Property Damage

e. Contractual Coverage applicable to this specific AGREEMENT.

f. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.

3. Business Automobile Liability with minimum limits of three hundred thousand dollars (\$300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- a. Owned Vehicles
- b. Hired and Non-Owned Vehicles
- c. Employers' Non-Ownership

4. Professional Liability Insurance with minimum limits per occurrence applicable to CITY projects as follows:

<u>Construction Cost Range</u>	<u>Limit</u>
a. 0 - 99,000	250,000
b. 100,000 - 299,000	500,000
c. 300,000 - 499,000	750,000
d. 500,000 - Above	1,000,000

Coverage shall be afforded on a form acceptable to the CITY. CONSULTANT shall maintain such professional liability insurance until at least one year after a Certificate of Occupancy is issued. CONSULTANT shall insure that sub-consultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

5. Prior to commencement of services, the CONSULTANT shall provide to the CITY Certificates of Insurance evidencing the insurance coverage specified in the foregoing Paragraphs C1, C2, C3, C4. All policies covered within subparagraphs C1, C2, C3, C4, shall be endorsed to provide the CITY with thirty (30) days notice of cancellation and/or restriction. The CITY shall be named as an additional insured as to CONSULTANT'S liability on policies referenced in subparagraphs C2. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this AGREEMENT and section and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this AGREEMENT. The CONSULTANT shall also make available to the CITY a certified copy of the professional liability insurance policy required by paragraph 4 above for the City's review. Upon request, the CONSULTANT shall provide copies of all other insurance policies.
6. If the initial insurance policies required by this AGREEMENT expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the CITY with thirty (30) days notice of cancellation and/or restriction.
7. The CONSULTANT'S insurance, including that applicable to the CITY as an Additional Insured, shall apply on a primary basis.

D. Litigation Services:

It is understood and agreed that CONSULTANT'S services include reasonable participation in litigation or dispute resolution arising from this AGREEMENT. CONSULTANTS participation shall include up to 30 hours of services related to litigation or dispute resolution. Any such services in excess of 30 hours shall be an extra service.

E. Inspector General:

Consultant is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Consultant and its subcontractors and lower tier subcontractors. Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Consultant or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

F. Public Records:

Consultant shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, Consultant agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the City.
- b) Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the Consultant at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment being made to the Consultant.
- e) If Consultant does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

G. Authority to Contract:

The CITY represents that it is a Florida Municipal Corporation with the authority to engage the CONSULTANT for professional services described in the SERVICE AUTHORIZATIONS and to accept the obligation for payment for the services described in the SERVICE AUTHORIZATIONS.

H. Assignment:

The CITY and the CONSULTANT each binds itself and its successors, legal representatives, and assigns to the other party to this AGREEMENT and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this AGREEMENT subject to budget considerations and requirements of law; and, neither the CITY nor the CONSULTANT will assign or transfer their interest in this AGREEMENT without the written consent of the other.

I. Confidential Information:

During all times that the CONSULTANT is employed on behalf of the CITY and at all times subsequent to the date of this contract, all discussions between the CITY and the CONSULTANT and all information developed or work products produced by the CONSULTANT during its employment and all matters relevant to the business of the CITY not otherwise being a matter of public record shall be deemed to be confidential. All such information and work product shall be protected by the CONSULTANT and shall not be revealed to other persons without the express written permission of the CITY, unless mandated by order of the court.

J. Non-Exclusive Contract:

The CITY reserves the right to award projects to other firms pursuant to the Florida Statutes Consultant's Competitive Negotiations Act during the period of service of the CONSULTANT. The CONSULTANT agrees to cooperate with the CITY and other firms in accomplishing work that may require joint efforts to accomplish the CITY'S goals. This cooperation, when requested by the CITY, will include but not be limited to:

1. Sharing technical information developed under contract with the CITY.
2. Joint meetings for project coordination.
3. Establish lines of communication.

K. Subconsultants:

In the event the CONSULTANT, during the course of the work under this AGREEMENT requires the services of any subcontractors or other professional associates in connection with services covered by this AGREEMENT, CONSULTANT must secure the prior written approval of the CITY.

L. Notices:

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last written, as the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places of giving of notice to wit:

CITY of Delray Beach

CITY MANAGER
City of Delray Beach, Florida
100 NW 1st Avenue
Delray Beach, Florida 33444

CONSULTANT

M. Attachments:

Request for Proposals is hereby incorporated within and made an integral part of this AGREEMENT.

N. Truth-In-Negotiation Certificate:

Signature of this AGREEMENT by CONSULTANT shall act as the execution of a truth in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this AGREEMENT are accurate, complete, and current. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the CITY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

O. Records:

Records of all expenses relative to each SERVICE AUTHORIZATION shall be kept on a generally recognized accounting basis and shall be available to the CITY or its authorized representative at mutually convenient times.

P. Personnel:

The CONSULTANT represents that it has or will secure, at its own expense, qualified personnel required in performing the services under this AGREEMENT. All work shall be performed under the direction of a professional, registered under the State of Florida in the field for which he is responsible for performing such services.

The project manager shall be approved by the CITY under each SERVICE AUTHORIZATION. Key project personnel will be identified for each project and expected to perform the work assignment as can reasonably be expected.

Q. Equal Opportunity Employment:

CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all CONSULTANT'S subcontractors and it is the responsibility of CONSULTANT to ensure subcontractor's compliance.

R. Prohibition Against Contingent Fees:

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT.

S. Termination:

This AGREEMENT may be terminated by either party by seven (7) calendar days prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. The CITY shall have the right to terminate this AGREEMENT for convenience at any time by thirty (30) calendar days written notice to the consultant. In the event the project described in any SERVICE AUTHORIZATION, or the services of the CONSULTANT called for under any SERVICE AUTHORIZATION, is or are suspended, canceled, or abandoned by the CITY, the CONSULTANT shall be given five days prior written notice of such action and shall be compensated for the professional services provided and reimbursable expenses incurred up to the date of suspension, cancellation or abandonment. The CONSULTANT agrees to provide all documents to the CITY (specifically those referenced in paragraph IX.A. Further, prior to the CONSULTANT'S destruction of any of

the above referenced documents, the CITY shall be notified and allowed a reasonable period to gain access to and make copies of any such documents. Upon any termination of this AGREEMENT, the CONSULTANT agrees that it shall use its best efforts to work harmoniously with any successor who enters an AGREEMENT to provide services for the CITY in order to provide for a smooth transition period.

T. Interest of the Consultant:

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any Project to which this AGREEMENT pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The CONSULTANT further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed.

U. Compliance with Laws:

- a. The CONSULTANT shall comply with the applicable requirements of State and applicable County laws and all Codes and Ordinances of the CITY OF DELRAY BEACH as amended from time to time, and that exist at the time of building permit issuance.
- b. For SERVICE AUTHORIZATIONS involving work under Federal or State Grantors or Approving Agencies, the CITY and the CONSULTANT shall review and approve the applicable required provisions or any other supplemental provisions as may be included in each SERVICE AUTHORIZATIONS.

V. Jurisdiction; Venue:

The CONSULTANT hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Beach County, Florida. Any dispute between CONSULTANT and the CITY shall be governed by the laws of Florida with venue in Palm Beach County.

W. Internal Dispute Between Owner and Consultant:

The City Manager shall be the final decision maker regarding internal disputes between CITY and CONSULTANT.

X. Extent of Agreement:

This AGREEMENT represents the entire integrated AGREEMENT between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or AGREEMENTS, written or oral. This AGREEMENT does entitle the CONSULTANT to receive a fee as stated in this AGREEMENT and no additional fee unless first being issued a Service Authorization. This AGREEMENT does not provide that a CONSULTANT is entitled to receive any Service Authorization. This AGREEMENT may not be amended, changed, modified, or otherwise altered in any way, at any time after the execution hereof, except by approval of the CITY Commission.

IN WITNESS WHEREOF, the CITY has caused these presents to be executed in its name by its Mayor, and attested and its official Seal to be hereunto affixed by its CITY Clerk, and the CONSULTANT has hereunto set its hand and Seal the day and year first written above.

CITY OF DELRAY BEACH, FLORIDA

By: _____
Cary D. Glickstein, Mayor

ATTEST:

City Clerk

Approved as to Form:

CITY Attorney

CONSULTANT _____

_____ By: _____
Witness

_____ Title: _____
Name Printed

(Seal)

Witness

Name Printed

ACKNOWLEDGEMENT IF CORPORATION

State of Florida
County of Palm Beach

BEFORE ME, the foregoing instrument, this _____ day of _____, 200_, was acknowledged by _____, on behalf of the Corporation and said person executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and seal in the County and State aforesaid this _____ day of _____, 200_.

Notary Public

(SEAL)

My Commission Expires:

ACKNOWLEDGEMENT IF AN INDIVIDUAL

State of Florida
County of Palm Beach

I HEREBY CERTIFY that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, personally appeared _____, known to me to be the person in and who executed the foregoing instrument, and acknowledged before me that he/she executed the same.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 200_.

Notary Public

My Commission Expires:

ACKNOWLEDGEMENT IF A PARTNERSHIP

State of Florida
County of Palm Beach

I HEREBY CERTIFY that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, personally appeared _____, known to me to be the person in and who executed the foregoing instrument as a partner of _____, a partnership. He/She acknowledged before that he/she executed the same as the act and deed of said partnership for the uses and purposes therein mentioned.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 200_.

Notary Public
My Commission Expires:_____

EXHIBIT A (SAMPLE)
CONSULTING SERVICE AUTHORIZATION

DATE: _____

CONSULTANT: _____

SERVICE AUTHORIZATION NO. _____ FOR CONSULTING SERVICES

CITY P.O. NO. _____ CITY EXPENSE CODE _____

CITY PROJECT NO. _____ CONSULTANT PROJECT NO. _____

TITLE: _____

This Service Authorization, when executed, shall be incorporated in and shall become an integral part of the “Agreement for General Consulting Engineering Services” Contract.

I. PROJECT DESCRIPTION

II. SCOPE OF SERVICES

Phase I – Study and Report Phase (N/A)
Phase II – Preliminary Design Phase (N/A)
Phase III – Final Design Phase (N/A)
Phase IV – Bidding/Negotiating Phase (N/A)
Phase V – Construction Administration
Other – Permitting
Other – Surveying
Other – Geotechnical
Other – Field Verification

III. TIME OF PERFORMANCE

IV. COMPENSATION

Engineering Services	Estimated Fees
Phase I – Study and Report Phase	\$(N/A)
Phase II – Preliminary Design Phase	\$(N/A)
Phase III – Final Design Phase	\$(N/A)
Phase IV – Bidding/Negotiating Phase	\$(N/A)
Phase V – Construction Administration	\$
Other – Permitting	\$
Other – Surveying	\$
Other – Geotechnical	\$
Other – Field Verification	\$
Out-of-Pocket Expenses	\$ _____

Total Project Cost \$

Notes: Out -of-Pocket Expenses include the following: printing/reproduction/ postage

.

This service authorization is approved contingent upon the City's acceptance of and satisfaction with the completion of the services rendered in the previous phase or as encompassed by the previous service authorization. If the City in its sole discretion is unsatisfied with the services provided in the previous phase or service authorization, the City may terminate the contract without incurring any further liability. The CONSULTANT may commence work on any service authorization approved by the City to be included as part of the contract without a further notice to proceed.

Approved by:

CITY OF DELRAY BEACH:

CONSULTANT:

Date _____

Date _____

Cary D. Glickstein, Mayor

By: _____

Witness (Signature)

Witness (Printed)

Attest: _____

Approved as to Legal Sufficiency

City Attorney

BEFORE ME, the foregoing instrument, this _____ day of _____, 201____, was acknowledged by _____ on behalf of the Corporation _____, and said person executed the same free and voluntarily for the purpose there-in expressed.

Witness my hand and seal in the County and State aforesaid this _____ day of _____, 201____.

Notary Public
State of Florida

My Commission Expires:

Engineers • Planners

NE 2nd Avenue Seacrest Beautification Project -- From NE 4th Street to George Bush Boulevard -- FM No. 431650-1-58-01													
Name / Position	2016							2017		Man Months (MM)	Man Hours (MH)	Rate	Total Cost by Dollars
	Jun	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb				
David Romano - Sr. Project Engineer	0.071	0.071	0.071	0.071	0.071	0.071	0.071	0.071	0.071	0.64	105	163	\$17,115.00
Stacy Sookdew Sing - Project Administrator / Contract Compliance	1.0	0.8	0.5	0.5	0.5	0.5	0.8	1.0	0.3	5.9	973.5	82	\$79,827.00
Octavio Urdaneta - Contract Support Specialist / Sr. Inspector	0.5	1.0	1.0	1.0	1.0	1.0	1.0	0.5		7	1155	75	\$86,625.00
SubTotal	1.571	1.871	1.571	1.571	1.571	1.571	1.871	1.571	0.371	13.5	2233.5		\$183,567.00
Geotechnical Laboratory Testing Services (Universal Engineering Sciences)													\$8,000.00
Total													\$191,567.00

EXHIBIT C (page 1)

CONSULTING SERVICES INVOICE FORMAT

Bill To: City of Delray Beach
434 S. Swinton Ave.
Delray Beach, FL 33444

Invoice # _____

Invoice Date: _____

Service Auth. # _____

Remit To: _____

City Purchase Order # _____

City Project Number: _____

City Project Title: _____
For Professional Services for Period Ending: _____

Project Status Summary Paragraph (Description of Services Provided): _____

Insert Status Summary / Description of Services

LABOR

<u>Class</u>	<u>Name</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Principal				\$0.00
Sr. Engineer				\$0.00
Engineer				\$0.00
Cadd Designer				\$0.00
Sr. Engineering Tech				\$0.00
Sr. Inspector				\$0.00
Clerical				\$0.00
Subtotal Labor				\$0.00

SUBCONSULTANTS (Must attach copies of backup invoices)

	<u>Amount</u>
Insert Name of Subconsultant	\$0.00
Insert Name of Subconsultant	\$0.00
Subtotal Subconsultants	\$0.00

REIMBURSABLE/OUT-OF-POCKET EXPENSES (Must attach copies of backup)

	<u>Amount</u>
Postage	\$0.00
Printing	\$0.00
Subtotal Expenses	\$0.00

TOTAL AMOUNT DUE THIS INVOICE:	\$0.00
---------------------------------------	---------------

EXHIBIT C (page 2)

<u>Bill To:</u>	City of Delray Beach 434 S. Swinton Ave. Delray Beach, FL 33444	Invoice # _____
<u>Remit To:</u>	_____	Invoice Date: _____
	_____	Service Auth. # _____
	_____	City Purchase Order # _____
		City Project Number: _____

City Project Title: _____
For Professional Services for Period Ending: _____

<u>COST SUMMARY</u> (Must match cost breakdown in Service Authorization)		
<u>Phase or Task Number</u>	<u>Phase or Task Description</u>	<u>Amount</u>
Phase I or Task 1	(Insert Description of Phase or Task)	
	Contract Amount	\$0.00
	Amount Earned This Period	\$0.00
	Amount Previously Earned	\$0.00
	Amount Remaining	\$0.00
Phase II or Task 2	(Insert Description of Phase or Task)	
	Contract Amount	\$0.00
	Amount Earned This Period	\$0.00
	Amount Previously Earned	\$0.00
	Amount Remaining	\$0.00
Phase III or Task 3	(Insert Description of Phase or Task)	
	Contract Amount	\$0.00
	Amount Earned This Period	\$0.00
	Amount Previously Earned	\$0.00
	Amount Remaining	\$0.00
Phase IV or Task 4	(Insert Description of Phase or Task)	
	Contract Amount	\$0.00
	Amount Earned This Period	\$0.00
	Amount Previously Earned	\$0.00
	Amount Remaining	\$0.00
Phase V or Task 5	(Insert Description of Phase or Task)	
	Contract Amount	\$0.00
	Amount Earned This Period	\$0.00
	Amount Previously Earned	\$0.00
	Amount Remaining	\$0.00

EXHIBIT C (page 3)

<u>Bill To:</u>	City of Delray Beach 434 S. Swinton Ave. Delray Beach, FL 33444	Invoice # _____
<u>Remit To:</u>	_____ _____ _____	Invoice Date: _____ Service Auth. # _____ City Purchase Order # _____ City Project Number: _____

City Project Title: _____
For Professional Services for Period Ending: _____

<u>Phase or Task Number</u>	<u>Phase or Task Description</u>	<u>Amount</u>
Phase VI or Task 6	(Insert Description of Phase or Task)	
	Contract Amount	\$0.00
	Amount Earned This Period	\$0.00
	Amount Previously Earned	\$0.00
	Amount Remaining	\$0.00
Phase VII or Task 7	(Insert Description of Phase or Task)	
	Contract Amount	\$0.00
	Amount Earned This Period	\$0.00
	Amount Previously Earned	\$0.00
	Amount Remaining	\$0.00
Phase VIII or Task 8	(Insert Description of Phase or Task)	
	Contract Amount	\$0.00
	Amount Earned This Period	\$0.00
	Amount Previously Earned	\$0.00
	Amount Remaining	\$0.00
<u>TOTAL CONTRACT COSTS</u>		
	Total Contract Amount	\$0.00
	Total Amount Earned This Period	\$0.00
	Total Amount Previously Earned	\$0.00
	Total Amount Remaining	\$0.00

EXHIBIT "D"

CONSTRUCTION ENGINEERING AND INSPECTION

SCOPE OF SERVICES

FOR

Project Description: NE 2ND Avenue Seacrest Beautification

Financial Project ID(s): 431650-1-58-01

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SCOPE OF SERVICES
CONSTRUCTION ENGINEERING AND INSPECTION

1.0 PURPOSE:

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction project listed below.

2.0 SCOPE:

The Consultant shall be responsible for providing services as defined in this Scope of Services, the referenced FDOT manuals, and procedures.

The projects for which the services are required are:

Financial Project IDs:	431650-1-58-01
Descriptions:	NE 2ND Avenue Seacrest Beautification
County:	Palm Beach

The Consultant shall exercise their independent professional judgment in performing their obligations and responsibilities under this Agreement. Pursuant to Section 4.1.4 of the Construction Project Administration Manual (CPAM), the authority of the Consultant's lead person, such as the Senior Project Engineer, and the Consultant's Project Administrator shall be identical to the FDOT's Resident Engineer and Project Administrator respectively and shall be interpreted as such.

Services provided by the Consultant shall comply with FDOT manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the City. Such FDOT manuals, procedures, and memorandums are found at the State Construction Office's website.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both the City and the Contractor either directly or indirectly.

3.0 LENGTH OF SERVICE:

The Consultant's services for each Construction Contract shall begin upon written notification to proceed by the City.

The Consultant Senior Project Engineer will track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the City has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, the Consultant shall coordinate closely with the City and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

Financial Project ID (s): 431650-1-58-01

The anticipated letting schedules and construction times for the projects are tabulated below:

Construction Contract Estimate			
Financial Project ID	Letting Date (Mo/Day/Yr)	Start Date (Mo/Day/Yr)	Duration (Days)
436550-1-58- 01	11/10/2016	TBD	180

4.0 DEFINITIONS:

- A. District Construction Engineer: The administrative head of the District's Construction Offices.
- B. District Contract Compliance Manager: The administrative head of the District Contract Compliance Office.
- C. Resident Engineer: The Engineer assigned to a particular County or area to administer Construction Contracts for the Department.
- D. Construction Project Manager: The City employee assigned to manage the Construction Engineering and Inspection Contract and represent the City during the performance of the services covered under this Agreement.
- E. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.
- F. Consultant: The Consulting firm under contract to the City for administration of Construction Engineering and Inspection services.
- G. Agreement: The Professional Services Agreement between the City and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- H. Consultant Senior Project Engineer: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.
- I. Consultant Project Administrator: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.
- J. Resident Compliance Specialist: The employee assigned by the Consultant to oversee project specific compliance functions.

- K. Contractor: The individual, firm, or company contracting with the City for performance of work or furnishing of materials.
- L. Construction Contract: The written agreement between the City and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.

5.0 ITEMS TO BE FURNISHED BY THE CITY TO CONSULTANT:

- A. The City, on as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.
 - 1. Construction Plans,
 - 2. Special Provisions,
 - 3. Copy of the Executed Construction Contract, and
 - 4. Utility Agency's Approved Material List (if applicable).

6.0 ITEMS FURNISHED BY THE CONSULTANT:

6.1 City Documents:

All applicable FDOT documents referenced herein shall be a condition of this Agreement. All FDOT documents, directives, procedures, and standard forms are available through the FDOT's Internet website. Most items can be purchased through the following address. All others can be acquired through the District Office or on-line at FDOT's website.

Florida Department of Transportation
Maps and Publication Sales
605 Suwannee Street, MS 12
Tallahassee, Florida 32399-0450
Telephone No. (850) 488-9220

6.2 Field Office:

The Consultant shall provide a field office with sufficient room and furnishings to effectively carry out their responsibilities under this Scope of Services.

Routine expenses for operation of the office, such as stamps, postage costs, custodial fees, telephone service, etc., will be the responsibility of the Consultant and will not be compensated by the City.

6.3 Vehicles:

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the

name and phone number of the consulting firm visibly displayed on both sides of the vehicle.

6.4 Field Equipment:

The Consultant shall supply survey, inspection and testing equipment, essential in order to carry out the work under this Agreement. Such equipment includes those non-consumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement.

Hard hats shall have the name of the consulting firm visibly displayed.

Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

The Consultant's handling of nuclear density gauges shall be in compliance with their license.

The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

6.5 Licensing for Equipment Operations:

The Consultant will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. The Consultant shall make the license and supporting documents available to the City for verification, upon request.

Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

7.0 LIAISON:

The Consultant shall keep the Construction Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement, and seek input from the Construction Project Manager in order for the Construction Project Manager to oversee the Consultant's performance.

Agreement administrative duties relating to Invoice Approval Requests, Personnel Approval Requests, User ID Requests, Time Extension Requests, and Supplemental Amendment Requests shall be reviewed and approved by the Construction Project Manager.

8.0 PERFORMANCE OF THE CONSULTANT:

During the term of this Agreement and all supplements thereof, the City will review various phases of Consultant operations, such as construction inspection, materials

sampling and testing, and administrative activities, to determine compliance with this Agreement. The Consultant shall cooperate and assist City representatives in conducting the reviews. If deficiencies are indicated, the Consultant shall implement remedial action immediately upon the approval of the Construction Project Manager. City recommendations and Consultant responses/actions are to be properly documented by the Senior Project Engineer. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
- B. Replace personnel whose performance has been determined by the City to be inadequate. Personnel whose performance has been determined to be unsatisfactory shall be removed immediately.
- C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- D. Increase the scope and frequency of training of the Consultant personnel.

9.0 REQUIREMENTS:

9.1 General:

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

The Consultant shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the City, and direct the Contractor to correct such observed discrepancies.

All Supplemental Agreements must be determined to be in accordance with Florida law by the City prior to approval by the Consultant. For any Supplemental Agreement, which exceeds the thresholds, the Consultant shall prepare the Supplemental Agreement as a recommendation to the City, which the City may accept, modify or reject upon review. The Consultant shall consult with the Construction Project Manager, as it deems necessary and shall direct all issues, which exceed its delegated authority to the Construction Project Manager for City action or direction.

The Consultant shall advise the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. Work provided by the Consultant shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

9.2 Survey Control:

9.3 The Consultant shall check or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) make and record such measurements as are necessary to calculate and document quantities for pay items, (2) make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys. On-site Inspection:

The Consultant shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. The City will monitor all off-site activities and fabrication. The Consultant shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

Consultant shall be responsible for monitoring and inspection of Contractor's Work Zone Traffic Control Plan and review of modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the FDOT's procedures. Consultant employees performing such services shall be qualified in accordance with the FDOT's procedure.

9.4 Sampling and Testing:

The Consultant shall perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the FDOT's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, the Consultant shall provide daily surveillance of the Contractor's Quality Control activities at the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance.

The City will perform inspection and sampling of materials and components at locations remote from the vicinity of the project and the City will perform testing of materials normally done in a laboratory remote from the project site.

The Consultant shall be specifically responsible for job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

The City will monitor the effectiveness of the Consultant's testing procedures through surveillance and obtaining and testing independent assurance samples.

Sampling, testing and laboratory methods shall be as required by the FDOT's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.

Documentation reports on sampling and testing performed by the Consultant shall be submitted to responsible parties during the same week that the construction work is done.

9.5 Engineering Services:

The Consultant shall coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the City for failure of such parties to follow written direction issued by the Consultant.

Services include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract, maintaining complete, accurate records of all activities and events relating to the project, and properly documenting all significant project changes. The Consultant shall perform the following services:

- (1) Schedule and attend, within ten (10) days after the Notice to Proceed, a pre-service conference for the project in accordance with City's procedure. The Consultant shall provide appropriate staff to attend and participate in the pre-service meeting.

The Consultant shall record a complete and concise record of the proceedings of the pre-service meeting and distribute copies of this summary to the participants and other interested parties within seven (7) days. The Consultant shall submit Action Request packages for Personnel Approval for immediate staff needs and a copy/computer file of the final negotiated staffing to the Construction Project Manager, either at this meeting or within seven (7) days.

- (2) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Storm water, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm water Discharges from Construction Sites" and guidelines developed by FDOT.

- (3) Analyze problems that arise on a project and proposals submitted by the Contractor, work to resolve such issues, and process the necessary paperwork.
- (4) Monitor, inspect and document utility construction for conformance with Utility Agency's Water and Sewer Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, City's staff and contractors in execution of the work. Identify potential utility conflicts and assist in the resolution of utility issues.
- (5) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the City to make timely payment to the Contractor.
- (6) Monitor each Contractor and subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with FDOT procedures.
- (7) Provide a Resident Compliance Specialist for surveillance of the Contractor's compliance with Construction Contract requirements. The Resident Compliance Specialist is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review; and assist the District Contract Compliance Manager as requested.
- (8) The City will provide Public Information Services.
- (9) Prepare and submit to the Construction Project Manager monthly, a Construction Status Reporting System (CSRS) report, in a format to be provided by the City.
- (10) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.
- (11) The Consultant shall have a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.

These photographs will be filed and maintained on the Consultant's computer using the LYNX Digital Photo Management system or equivalent. Copies of photographs will be electronically transferred to the CPM at an interval determined by the Senior Project Engineer and the Construction Project Manager.

The taking of the photographs shall begin the day prior to the start of construction and continue regularly throughout this project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

9.6 Utility Coordination:

It shall be the responsibility of the Consultant to monitor utility coordination such that it is in reasonable conformance to Plans and City and FDOT standards, policies, procedures, and design criteria. The Department's Standards, policies, procedures, and design criteria are contained in the current adopted Design Standards, Standard Specifications for Road and Bridge Construction, Rule 14-46.001 (Utility Accommodation Manual), Utility User's Guide, and any Supplemental Specification, Provision, or Agreement.

The Consultant may employ more than one individual or utility engineering consultant to provide utility coordination. However, the Consultant shall employ and identify a single full time dedicated person responsible for managing all utility coordination. This person shall be contractually referred to as the Utility Coordinator and shall be identified in the Consultant's proposal.

The Utility Coordinator shall be responsible for, but not limited to, the following:

1. Making sure Utility Coordination is conducted in accordance to the City and FDOT standards, policies, procedures, and design criteria.
2. Scheduling utility meetings, keeping and distribution of minutes of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
3. Distributing all plans, conflict matrixes and changes to affected utility owners and making sure this information is properly coordinated.
4. Identifying and coordinating the completion of any Department or utility owner agreement that is required for reimbursement, or accommodation of the utility facilities associated with the construction project.
5. Assisting the Engineer of Record and the Contractor with resolving utility conflicts.
6. Reviewing of all Utility Work Schedules.
7. Handling reimbursable issues inclusive of betterment and salvage determination.

10.0 PERSONNEL:

10.1 General Requirements:

The Consultant shall staff the project with the qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. Method of compensation for personnel assigned to this project is outlined in Exhibit "B."

Unless otherwise agreed by the City, the City will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator, Contract Support Specialist, and Associate Contract Support Specialist.

10.2 Personnel Qualifications:

The Consultant shall utilize only competent personnel, qualified by experience, and education. The Consultant shall submit in writing to the Construction Project Manager the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum salary, education, and experience. The Consultant Action Request form for personnel approval shall be submitted to the Construction Project Manager at least two weeks prior to the date an individual is to report to work.

Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from City. Staff that has been removed shall be replaced by the Consultant within one week of City notification.

Before the project begins, all project staff shall have a working knowledge of the current CPAM and must possess all the necessary qualifications/certifications for obtaining the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the City and should occur as workload permits. Visit the training page on the State Construction Office website for training dates.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided, all other requirements for such positions are met and the Consultant submits a training plan detailing when such qualifications/certifications will be obtained and other training to familiarize with FDOT's procedures, Specifications and Design Standards. The District Construction Engineer or designee will have the final approval authority on such exceptions.

SENIOR PROJECT ENGINEER - A Civil Engineer degree and be registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience [(two (2) years of which are in major road or bridge construction)] or [(five (5) of which are in major bridge construction) - for Complex Bridge Projects], or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with FDOT standards. Also must have the following:

Qualification:

FDOT Advanced MOT

Pass the CTQP examination covering the training video “Grouting of Bridge Post-tensioning Tendons” (If applicable)

Attend the CTQP Quality Control Manager course and pass the examination.

Certifications:

None

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

PROJECT ADMINISTRATOR - A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

For CC2 bridge structures, be a registered professional engineer in the State of Florida (or if registered in another state, have the ability to obtain registration in Florida within six (6) months) and have a Civil Engineering degree plus five (5) years, or be non-registered with eight (8) years, of general bridge construction experience of which two (2) years for registered project administrators, or four (4) years for non-registered project administrators, must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. Additionally, a minimum of twelve (12) months of experience as the Project Administrator in primary control of the type of CC2 construction project for which CEI services are being provided by this scope. To be in primary control, a Project Administrator must have supervised two or more inspectors as well as two or more support staff (Office Manager, Compliance Officer, and Secretary) and must have been directly responsible for all CEI services assigned.

CPTS years of experience must have included a minimum of twelve (12) months experience in each of the following areas: (1) casting yard operations

and related surveying; (2) segment erection and related surveying, post-tensioning (PT) of tendons and grouting of prestressing steel.

CPTCB years of experience must include monitoring of the following: girder erection, safe use of girder erection cranes, stabilization of girders after erection, false work for temporary girder support, and PT and grouting operations.

MB years of experience must have been in MB mechanical and/or electrical construction.

Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

Qualifications:

FDOT Intermediate MOT

Pass the CTQP examination covering the training video "Grouting of Bridge Post-tensioning Tendons" (If applicable)

CTQP Final Estimates Level II

Certifications:

SSPC course: C-3 Supervisor/Competent Person Training for Deleading of Industrial Structures (If applicable)

Other:

Attend CTQP Quality Control Manager Course and pass the examination.

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

CONTRACT SUPPORT SPECIALIST - A High School diploma or equivalent and four (4) years of road & bridge construction engineering inspection (CEI) experience having performed/assisted in project related duties (i.e., CQR/LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering. Should exercise independent judgment in planning work details and making technical decisions related to the office aspects of the project. Should be familiar with the FDOT's Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties. Shall become proficient in Multi-Line and Engineering Menu.

Qualifications:

CTQP Final Estimates Level II

ASSOCIATE CONTRACT SUPPORT SPECIALIST - High school graduate or equivalent plus three (3) years of secretarial and/or clerical experience including two (2) years experience in construction office management having performed project related duties (i.e., CQR, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.). Ability to type at a

rate of 35 correct, words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Assists the Project Administrator in office related duties (i.e., CQR, progress, and final estimates, EEO compliance, Processing Construction Contract changes, etc.) Project specific. Work under the general supervision of the Senior Project Engineer and staff. Note: This position will not be used if a Contract Support Specialist is utilized.

RESIDENT COMPLIANCE SPECIALIST - Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction project or two (2) years of assisting the compliance officer in monitoring the project. Should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluates data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary.

SENIOR INSPECTOR/SENIOR ENGINEER INTERN – High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection with the exception of Complex Category 2 (CC2) bridge structures.

For CC2 bridge structures, be a high school graduate or equivalent and have five (5) years of general bridge construction experience of which two (2) years must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. Additionally, a minimum of twelve (12) months of experience as the Senior Inspector in primary control of the type CC2 construction project for which CEI services are being provided by this scope. To be in primary control, a Senior Inspector must have supervised two or more inspectors and must have been directly responsible for all inspection requirements related to the construction operations assigned.

CPTS years of experience must have included a minimum of twelve (12) months of inspection experience in one or both of the following depending on which area the inspector is being approved for: (1) casting yard inspection; (2) erection inspection. In addition, two (2) years of geometry-control surveying experience is required for inspectors that perform or monitor geometry control surveying in a casting yard.

CPTCB years of experience must include monitoring and inspection of the following: girder erection, safe use of girder erection cranes, girder stabilization after erection, false work for temporary girder support, and PT and grouting operations.

MB years of experience must have included the inspection of MB mechanical components for machinery inspectors and MB electrical components/systems for electrical inspectors.

Must have the following:

Qualifications:

CTQP Concrete Field Inspector Level I
CTQP Concrete Transportation Construction Inspector (CTCI) Level II (all bridges)
CTQP Asphalt Roadway Level I (If applicable)
CTQP Asphalt Roadway Level II (If applicable)
CTQP Earthwork Construction Inspection Level I
CTQP Earthwork Construction Inspection Level II
CTQP Pile Driving Inspection (If applicable)
CTQP Drilled Shaft Inspection (If applicable – required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)
CTQP Grouting Technician Level I (If applicable)
CTQP Post-Tensioning Technician Level I (If applicable)
FDOT Intermediate MOT
CTQP Final Estimates Level I

Certifications:

Nuclear Radiation Safety

SSPC course: C-3 Supervisor/Competent Person Training for Deleading of Industrial Structures (If applicable)

or a Civil Engineering degree and one (1) year of road & bridge CEI experience with the ability to earn additional required qualifications within one year. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.)

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

INSPECTOR/ENGINEER INTERN - High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, plus the following:

Qualifications:

CTQP Concrete Field Inspector Level I
CTQP Asphalt Roadway Level I (If applicable)
CTQP Earthwork Construction Inspection Level I
CTQP Pile Driving Inspection (If applicable)
CTQP Drilled Shaft Inspection (If applicable– required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)
CTQP Final Estimates Level I

Certifications:

Nuclear Radiation Safety

Or a Civil Engineering degree with the ability to earn additional required qualifications within one year. (Note: Engineer Intern classification requires E.I.T. certificate.)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

ASPHALT PLANT INSPECTOR - High School graduate or equivalent plus one (1) year experience in the surveillance and inspection of hot mix asphalt plant operations and the following:

Qualifications:

CTQP Asphalt Plant Level I

CTQP Asphalt Plant Level II

CTQP Final Estimates Level I

Certifications:

None

INSPECTORS AIDE - High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors.

SURVEY PARTY CHIEF - High School graduate plus four years of experience in construction surveying (including two (2) years as Party Chief). Experienced in field engineering and construction layout, making and checking survey computations and supervising a survey party. Work is performed under general supervision of Project Administrator.

INSTRUMENT-MAN - High school graduate plus three (3) years of experience in construction surveying one (1) year of which shall have been as instrument-man. Responsible for performing assignments in assisting Party Chief in the performance of their duties. Receives general supervision from Party Chief who reviews work while in progress.

ROD-MAN/CHAIN-MAN - High school graduate with some survey experience or training preferred. Receives supervision from and assists Party Chief who reviews work while in progress.

SECRETARY/CLERK TYPIST - High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and their staff.

ENVIRONMENTAL SPECIALIST - A bachelors degree with a major in one of the physical or natural sciences or engineering and two (2) years of professional experience in environmental protection, regulation or health; one of the physical or natural sciences; or engineering; or a Masters degree in one of the physical or natural sciences or engineering and one (1) year of professional experience described above; or a Doctorate degree in one of the physical of natural sciences or engineering or one (1) year of experience as an Environmental Specialist I with the State Of Florida. Receives general instruction regarding assignments and is expected to exercise initiative, and independent judgment in the solution of work problems. Must have knowledge of the terminology, principles, data collection, and analytical techniques and procedures of the physical or natural sciences. Also must have ability to collect, evaluate, analyze, and interpret scientific or technical data.

CASTING YARD ENGINEER/MANAGER - CONCRETE POST-TENSIONED SEGMENTAL BOX GIRDER BRIDGES (CPTS) - Be a registered Professional Engineer in the State of Florida (or if registered in another state, have the ability to obtain registration in Florida within 6 months) with a minimum of one (1) year, or non-registered with a minimum of three (3) years, of experience with the use of geometry control computer programs and with the performance of surveying procedures required for the production of precast concrete box segments at a casting yard.

UTILITY COORDINATOR - High school graduate or equivalent and be knowledgeable of FDOT's Standards, policies, procedures, and agreements and shall have a minimum of 4 years of experience performing utility coordination in accordance with FDOT's Standards, policies, procedures, and agreements.

10.3 Staffing:

Once authorized, the Consultant shall establish and maintain an appropriate staff through the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the appropriate Construction Contract has been paid off.

Construction engineering and inspection forces will be required of the Consultant at all times while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately.

In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

11.0 QUALITY ASSURANCE (QA) PROGRAM:

11.1 Quality Reviews:

The CCEI shall perform an initial QA review within the first two (2) months of the start of construction.

On asphalt projects, the CCEI shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CCEI staff.

11.2 QA Plan:

Within thirty (30) days after receiving award of an Agreement, the Consultant shall furnish a QA Plan to the Construction Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the City approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

A. Organization:

A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

B. Quality Reviews:

The Consultant QA shall detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

C. Quality Records:

The Consultant will outline the types of records, which will be generated and maintained during the execution of his QA program.

D. Control of Sub-consultants and Vendors:

The Consultant will detail the methods used to control sub-consultants and vendor quality.

E. Quality Assurance Certification:

An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, and FDOT procedures.

11.3 Quality Records:

The Consultant shall maintain adequate records of the quality assurance actions performed by his organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to the City, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

12.0 CERTIFICATION OF FINAL ESTIMATES:

12.1 Final Estimate and As-Built Plans Submittal:

Prepare documentation and records in compliance with the Agreement, Statewide Quality Control (QC) Plan, or Consultant's approved QC Plan and the FDOT's Procedures.

Submit the Final Estimate(s) and one (1) set of final "as-built plans" documenting Contractor's work (one record set with two copies) as follows:

- (a) Within thirty (30) calendar days of final acceptance; or
- (b) Where all items of work are complete and conditional/partial acceptance is utilized (Lighting, Plant establishment, etc.) for a period exceeding thirty (30) calendar days, the final estimate(s) will be due on the thirtieth (30th) day after conditional/partial acceptance.

The Consultant shall be responsible for making any revisions to the Certified Final Estimate at no additional cost to the City.

12.2 Certification:

Consultant personnel preparing the Certified Final Estimate Package shall be CTQP Final Estimates Level II.

Duly authorized representative of the Consultant firm will provide a notarized certification on a form pursuant to FDOT procedures.

12.3 Offer of Final Payment:

The Consultant shall prepare the Offer of Final Payment package as outlined in Chapter 14 of the Review and Administration Manual. The package shall accompany the Certified Final Estimates Package submitted to the DFEO. The

Consultant shall be responsible for forwarding the Offer of Final Payment Package to the Contractor.

13.0 AGREEMENT MANAGEMENT:

13.1 General:

- (1) With each monthly invoice submittal, the Consultant Senior Project Engineer will provide a reviewed and approved Status Report for the Agreement. This report will provide the Consultant Senior Project Engineer's accounting of the additional Agreement calendar days allowed to date, an estimate of the additional Agreement calendar days anticipated to be added to the original Agreement schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per Agreement schedule for the prime Consultant and for each sub-consultant.
- (2) When the Consultant identifies a condition that will require an Amendment Request (AR) to the Agreement, the Consultant Project Principal or Consultant Senior Project Engineer will communicate the need to the Construction Project Manager for an approval in concept. Once received, the Consultant shall prepare and submit the AR, and all accompanying documentation to the Construction Project Manager for approval and further processing. The Consultant shall submit ARs to allow the City 12 weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the City.
- (3) When the Consultant identifies a condition that will require a Supplemental Amendment Request (SAR) to the Agreement, the Consultant Project Principal or Consultant Senior Project Engineer will communicate this condition/need to the Construction Project Manager and request approval in concept. Once received, the Consultant shall prepare and submit the SAR, and all accompanying documentation to the Construction Project Manager for approval and further processing. The Consultant shall submit SARs to allow the City 12 weeks to process, approve, and execute the SAR. The content and format of the SAR and accompanying documentation shall be in accordance with the instructions and format to be provided by the City.
- (4) The Consultant Project Principal or Consultant Senior Project Engineer for the project shall be responsible for performing follow-up activities to determine the status of each AR and SAR submitted to the City.

13.2 Invoicing Instructions:

Monthly invoices shall be submitted to the City in a format and distribution schedule defined by the City, no later than the 20th day of the following month.

If the Consultant cannot submit their monthly invoice on time, the Consultant shall notify the City, prior to the due date the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer shall notify the Construction Project Manager via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

All invoices shall be submitted to the City in electronic and hard copy formats in accordance with District Construction and Consultant Invoice Transmittal System (CITS) procedures. The Construction Project Manager must receive hard copy documentation within three (3) workdays of electronic submittal or the electronic submittal will be rejected. (Saturday, Sunday, and City holidays are not considered workdays).

A Final Invoice will be submitted to the City no later than the 30th day following Final Acceptance of the individual project or as requested by the City.

14.0 SUBCONSULTANT SERVICES

Upon written approval by the Construction Project Manager and the City, and prior to performance of work, the Consultant may subcontract for engineering surveys, materials testing, or specialized professional services.

15.0 OTHER SERVICES:

Upon written authorization by the City or designee, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the City to supplement the Consultant services under this Agreement.

- A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- B. Provide qualified engineering witnesses and exhibits for any litigation or hearings in connection with the Agreement.
- C. Provide on- and off-site inspection services in addition to those provided for in this Agreement.

16.0 POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, the Consultant shall, upon execution by the City and the Consultant of an Amendment to this Agreement providing for compensation for such services, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplement to this Agreement.

17.0 CONTRADICTIONS:

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

18.0 THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

19.0 CITY AUTHORITY

The City shall be the final authority in considering contract modification of the Contractor for time, money or any other consideration except matters agreed to by the Contractor through contract changes negotiated by the Consultant, as authorized in Section 9.1 herein

Financial Project ID (s): 431650-1-58-01

EXHIBIT "E"

**FDOT Required Consultant Forms and Local Agency
Program Federal-Aid Terms for Professional Services Contracts**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CONFLICT OF INTEREST CERTIFICATION
FOR CONSULTANT/CONTRACTOR**

375-030-50
PROCUREMENT
01/12

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department.

Contract No./Project Description(s): _____

Financial Project Number(s): _____

Each undersigned individual hereby attests that he/she has no conflicts of interest related to the contract(s) identified above.

Printed Names

Signatures

Date

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER
COVERED TRANSACTIONS
FOR FEDERAL AID CONTRACTS**
(Compliance with 49 CFR, Section 29.511)
(Appendix B Certification]

375-030-32
PROCUREMENT
03/15

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant:

By _____ Date: _____
Authorized Signature

Title: _____

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction*, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which the transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By: _____ Date: _____ Authorized Signature

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
04/14

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: _____ _____ _____ Congressional District, if known: 4c _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____
6. Federal Department/Agency: _____ _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

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TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
 - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 - 2. cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through I in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- I. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment

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of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- O. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
 - 1. employ or retain, or agree to employ or retain, any firm or person, or
 - 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws,

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both criminal and civil.

P. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.