

**CITY OF MARATHON, FLORIDA
RESOLUTION 2014-40**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE PROFESSIONAL SERVICE AGREEMENT BETWEEN THE CITY AND PARSONS BRINKERHOFF, INC. FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES RELATED TO THE REPLACEMENT OF THE 117th STREET BRIDGE IN AN AMOUNT NOT TO EXCEED \$71,904.32; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Marathon (the “City”) issued a Request for Qualifications for Construction Engineering and Inspection Services related to the 117th Street Bridge replacement design-build construction project (the “Project”); and

WHEREAS, two submittals were received and evaluated by the City’s evaluation committee, which ranked the firms and said rankings were approved by the City Council by Resolution 2014-27 on April 8, 2014; and

WHEREAS, Parsons Brinkerhoff, Inc. (“Consultant”) was evaluated as the highest ranked firm; and

WHEREAS, the City negotiated a Service Agreement with the Consultant and recommends the City to execute the agreement with the Consultant; and

WHEREAS, the City Council finds that entering into an agreement for the Project with the Consultant is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The Contract between the City and Consultant for Construction Engineering and Inspection Services in relation to the replacement of the 117th Street Bridge in an amount not to exceed \$71,904.32, a copy of which is attached as Exhibit “A,” together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City Attorney, is hereby approved. The City Manager is authorized to execute the Agreement and expend budgeted funds on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 22th DAY OF APRIL, 2014

THE CITY OF MARATHON, FLORIDA



Dick Ramsay, Mayor

AYES: Bartus, Bull, Keating, Senmartin, Ramsay
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:



Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



City Attorney

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF MARATHON
AND**

FOR

THIS AGREEMENT is made between **Parsons Brinckerhoff, Inc**, a Florida corporation, (hereinafter the “Consultant”), and the **CITY OF MARATHON, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Construction Engineering and Inspection (“CEI”) Services for the 117th Street Bridge Replacement Project (the “Project”); and

WHEREAS, the City desires to engage the Consultant to perform the services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows:

1. **Scope of Services/Deliverables.**

- 1.1 The Consultant shall furnish professional services to the City as set forth in the Scope of Services as specified in Exhibit “A,” attached to this Agreement and incorporated herein by this reference.
- 1.2 The “Scope of Services” includes breakdown of tasks, timelines and deliverables to the City.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through September 30, 2014 unless earlier terminated in accordance with Paragraph 8 herein or completion of the project. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Consultant.
- 2.2 The Consultant agrees that time is of the essence and the Consultant shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

- 3.1 The Consultant shall be compensated in the following manner:

A lump sum amount of \$ _____, regardless of the number of hours or length of time necessary for the Consultant to complete the Scope of Services. The Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, the Consultant shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

 X On a time and material/expense basis to complete the Scope of Services, provided, however, that total payments to the Consultant shall not exceed **\$71,904.32**, without the prior written approval of the City. The Consultant shall submit its bills in arrears upon the completion of each task or deliverable in accordance with the Project Schedule or on a monthly basis in a form approved by the City. The bills shall show or include: (i) the task(s) performed; (ii) the time devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by this Agreement shall not be reimbursed.

- 3.2 The City shall pay the Consultant in accordance with the Florida “Prompt Payment Act.”
- 3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager, whose decision shall be final.
- 3.4 The Consultant hereby acknowledges that the computation of all overhead rate and direct salary wages comply with the requirements of 23 USC 112(b)(2)(C)-(D) and 23 CFR 172.7(b).

4. **Subconsultants.**

- 4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Project.
- 4.2 Any subconsultants used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

- 5.1 The City shall furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by the Consultant, in possession of the City.
- 5.2 The City shall arrange for access to and make all provisions for the Consultant to enter upon real property as required for Consultant to perform services as may be requested in writing by the Consultant (if applicable).

6. **Consultant's Responsibilities.**

- 6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional engineer under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Consultant shall at the Consultant's sole expense, immediately correct the work.
- 6.2 The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

7. **Conflict of Interest.**

- 7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City-related matter.

8. **Termination.**

- 8.1 The City Manager shall have the right at any time to: a) if without cause, terminate this Agreement upon thirty (30) days written notice to the Consultant; b) if with cause, immediately terminate this Agreement.
- 8.2 Upon receipt of the City's written notice of termination, Consultant shall stop work on the Project.

- 8.3 In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4 herein.
- 8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by the City Manager. The underwriter of such insurance shall be qualified to do business in the State of Florida and shall have agents upon whom service of process may be made in the State of Florida. If requested by the City Manager, the insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers. The insurance coverage shall include a minimum of:

- 9.1 Worker's Compensation and Employer's Liability Insurance. If applicable, coverage to apply for all employees at minimum statutory limits as required by Florida Law.
- 9.2 Comprehensive Automobile and Vehicle Liability Insurance. Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than \$500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 9.3 Commercial General Liability. If applicable, commercial general liability coverage with limits of liability of not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. The insurance certificate shall indicate "per occurrence."
- 9.4 Professional Liability: The Consultant shall furnish professional liability errors and omissions insurance coverage in an amount not less than \$2,000,000.
- 9.5 The Consultant shall furnish Certificates of Insurance to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that

not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. If the insurance policies expire during the term of the contract, a renewal certificate shall be furnished to the City thirty (30) days prior to the renewal date.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and shall abide by all Federal and State laws regarding nondiscrimination.

11. **Attorneys' Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

12.1 Consultant shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement.

12.2 The provisions of this section shall survive termination of this Agreement.

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested,

or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Michael Puto, Interim City Manager
City of Marathon, Florida
9805 Overseas Highway
Marathon, Florida 33050

With a Copy to: City Attorney
GrayRobinson, P.A.
401 E. Las Olas Blvd., Suite 1850
Ft. Lauderdale, Florida 33301

For The Consultant: Kenneth B. Spillett, P.E., Sr VP
Parsons Brinckerhoff, Inc
2202 North West Shore Blvd., Suite 300
Tampa, FL 33607

14. **Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Monroe County, Florida, Middle Keys Division of the Circuit Court or the Southern District of Florida.

15. **Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City.

16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this

Agreement, have access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement.

16.3 The City may cancel this Agreement for refusal by the Consultant to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. **Waiver**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

22.1 Any terms or conditions of this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition Of Contingency Fees.**

23.1 The Consultant warrants that it 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 it has not paid or agreed to pay any person(s), 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.

24. **Counterparts**


24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

25. **Miscellaneous**


25.1 The services provided herein do involve the expenditure of federal funds, and Appendixes A through D to the Scope of Services are hereby incorporated into this Agreement as part hereof.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Consultant by and through its Senior VP, whose representative has been duly authorized to execute same.

Attest:


Diane Clavier, City Clerk

CITY OF MARATHON

By: 
Michael H. Puto, Acting City Manager
Date: May 16, 2014

CONSULTANT - PARSONS BRINCKERHOFF, INC.


By:  (F.O.R.)
Kenneth Spillet, P.E.
Its: Senior Vice President
Date: May 5, 2014

EXHIBIT "A"

**CONSTRUCTION ENGINEERING AND INSPECTION
SCOPE OF SERVICES**

**FOR
City of Marathon CEI Contract**

Project Description

117th Street Bridge Deck Replacement CEI

Financial Project ID:

430034-1- 117th Street Bridge Deck Replacement

Federal-Aid Project Number

00B6-005-B

**SCOPE OF SERVICES
CONSTRUCTION ENGINEERING AND INSPECTION**

1.0 PURPOSE: a

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 projects listed below.

2.0 SCOPE:

The Consultant shall be responsible for providing services as defined in this Scope of Services.

The Consultant shall exercise their independent professional judgment in performing 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 City’s Resident Engineer and Project Administrator respectively and shall be interpreted as such. Services provided by the Consultant shall comply with FDOT’s manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the City. Such 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. Other projects developing within the geographical area of the City of Marathon may be added at the City’s discretion. The Consultant must perform to the satisfaction of the City’s representatives for consideration of additional CEI services.

3.0 LENGTH OF SERVICE:

The Consultant’s services for the 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, coordinate closely with the City and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

4.0 **DEFINITIONS:**

- A. **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.
- B. **Contractor:** The individual, firm, or company contracting with the City for performance of work or furnishing of materials.
- C. **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.
- 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. **Construction Training/Qualification Program (CTQP):** The FDOT program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available on the CTQP website.
- F. **Consultant:** The Consulting firm under contract to the City for administration of Construction Engineering and Inspection services, as described in this Agreement.
- G. **Consultant Project Administrator:** The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for the Project.
- H. **Consultant Senior Project Engineer:** The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for the Project. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.
- I. **City's Consultant CEI Manager:** The City employee assigned to administer the Consultant Construction Engineering and Inspection (CCEI) Program in the District. This may be the same as the City's Construction Project Manager.
- J. **Engineer of Record:** The Engineer noted on the construction plans as the responsible person for the design and preparation of the plans.
- K. **Public Information Office:** The City's office assigned to manage the Public Information Program.
- L. **Resident Compliance Specialist:** The employee assigned by the Consultant to oversee project specific compliance functions.

5.0 **ITEMS TO BE FURNISHED BY THE CITY TO THE CONSULTANT:**

The City, on an 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. Specification Package, including approved plans for the bridge replacement.
2. Copy of the Executed Construction Contract.

6.0 ITEMS FURNISHED BY THE CONSULTANT:

6.1 City Documents: N/A

6.2 Office Automation:

The Consultant shall provide all software and hardware necessary to efficiently and effectively carry out its responsibilities under this Agreement.

The Consultant shall provide, as may be required to perform the work under this Agreement, each inspection staff member with a laptop computer running the SiteManager application through a Citrix connection using a Virtual Private Network connection or mobile broadband connection accessible at the jobsite.

All computer coding shall be input by the Consultant using equipment furnished by them.

Ownership, possession and control of computer equipment and related software, which is provided by the Consultant, shall remain at all times with the Consultant. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.

6.3 Office Space:

The City shall provide office space with sufficient room and furnishings for the consultant to effectively carry out their responsibilities under this Scope of Services and this Agreement. The office, with approximately 1,200 square feet of space, is located at the FDOT Marathon Operations Center, 3100 Overseas Highway, Marathon Florida 33050. A conference room is also available at this location for conducting preconstruction conferences.

Routine expenses for operation of the office, such as stamps, postage costs, custodial fees, telephone service, etc., will be the responsibility of the Consultant. Other office expenses will be compensated in accordance with Exhibit B, Method of Compensation.

6.3.1 Field Office:

Any field office, if required, shall be the responsibility of the Consultant.

6.4 Vehicles:

Vehicles shall 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.

6.5 Field Equipment:

The Consultant shall supply, where necessary, survey, inspection, and testing equipment essential to perform the services under this Agreement; such equipment includes non-consumable and non-expendable items.

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

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

The Consultant's handling and storage of nuclear density gauges, if required, 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, calibrated and in operational condition at all times.

6.6 Licensing for Equipment Operations:

The Consultant will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the City, upon request. Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida City of Health.

7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:

For the duration of the Agreement, the Consultant shall keep the City's Construction Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement.

The Consultant shall facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. The Consultant shall maintain accurate records documenting the communication process.

The Consultant shall submit all administrative items relating to Invoice Approval, Personnel Approval, User IDs, Time Extensions, and Supplemental Amendments to the Construction Project Manager for review enough in advance to avoid delays. To avoid expiration of Personnel Approvals and Computer Access Approvals, the Consultant shall track all approvals to ensure sufficient review and submittal time is provided to the Construction Project Manager.

8.0 PERFORMANCE OF THE CONSULTANT:

During the term of this Agreement and all Supplemental Amendments 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, remedial action shall be implemented immediately. City recommendations and Consultant responses/actions are to be properly documented by the Consultant. 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. Immediately replace personnel whose performance has been determined by the Consultant and/or the City to be inadequate.
- 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 OF THE CONSULTANT:

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 contract documents for each of the Construction Contracts.

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

Pursuant to Section 337.11(8)(a), Florida Statutes, the Consultant is hereby designated by the City to negotiate but not approve Supplemental Agreements. The Consultant shall seek input from the Construction Project Manager relating to

all Supplemental Agreement requests. 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 necessary and shall direct all issues which exceed his/her delegated authority to the Construction Project Manager for City action or direction.

The Consultant shall inform the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor prior to directing corrective action by the Contractor.

9.2 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 Project is constructed in reasonable conformity with such documents. The Consultant shall maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the Project. The Consultant shall monitor off-site activities and fabrication unless otherwise stipulated by this Agreement.

The Consultant shall, in addition to the requirements outlined in Article 9.0 above, inspect Construction Contracts that fall under the Witness Points and Hold Points in accordance with Article 5-9.1.1 of the Construction Contract Special Provisions.

The Consultant shall monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the City's procedures. Consultant employees performing such services shall be qualified in accordance with the City's procedures.

9.3 Sampling and Testing:

The Consultant shall witness all 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 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 and perform the sampling and testing of materials and completed work items for verification and acceptance as outlined in FDOT's criteria.

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

The Consultant shall determine 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 observation and independent assurance testing. Sampling, testing and laboratory methods shall be as required by the FDOT 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 during the same week that the construction work is done. The Consultant shall be responsible for transporting samples to be tested in a City laboratory to the appropriate laboratory, appropriate local FDOT facility, or other facility as designated by the City. The Consultant shall make arrangements for standard curing of concrete specimens meeting the City's requirements and ASTM C 31 to store concrete specimens until transportation is provided to the testing laboratory. The facility shall be approved by the Engineer prior to use. The Consultant will provide verification testing information and data to the City. Consultant is to have material certification requirements met no later than 20 days after final acceptance.

9.4 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.

The Consultant services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. The Consultant shall maintain complete, accurate records of all activities and events relating to the Project and properly document all Project changes. The following services shall be performed by the Consultant:

- (1) Attend a pre-service meeting for the Agreement in accordance with CPAM. Provide appropriate staff to attend and participate in the pre-service meeting. At the time of this meeting submit the FDOT Computer Security Access Request for use of FDOT Data Center Facilities and access to the City's computer systems to the Construction Project Manager for approval.

- (2) Schedule and attend a Final Estimate informational meeting with the District Construction Final Estimates Office. Provide appropriate staff to attend and participate in this meeting.
- (3) Schedule and attend a meeting with the District Compliance Manager prior to the Pre-construction Conference. The Resident Compliance Officer shall attend this meeting.

In most cases, the above will take two separate meetings based on experience and knowledge of the particular firm.

- (4) Schedule and attend SiteManager/EDMS informational meeting with the District Construction Office. Provide appropriate staff to attend and participate in this meeting.

Provide personnel proficient in the use of computers and scanner operation to input construction documents into an EDMS. This will require familiarity with the documents and guidelines posted on the City's website for EDMS. Duties will include scanning, attributing and retrieving documents that are to be archived electronically.

- (5) Schedule and conduct a meeting with the District Construction Environmental Liaison prior to the Pre-construction conference and another meeting prior to project final acceptance. The purpose of these meetings is to discuss the required documentation, including as-builts, necessary for permit(s) compliance.
- (6) Schedule and conduct pre-activity meeting for all major MOT installations or changes, signalization, lighting, earthwork, paving and coordinate with all utilities and municipalities.
- (7) 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 Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors." The Consultant's inspector must 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 the City's guidelines.
- (8) Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the

construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule, identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns as detailed in CPAM.

- (9) Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.
- (10) Monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, City's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including City and Local Government owned facilities.
- (11) Identify, review, and track progress of Joint Project Agreements, and/or other City and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.
- (12) 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.
- (13) Prepare and make presentations for meetings and hearings before the Dispute Review Boards in connection with the Project covered by this Agreement.
- (14) Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Construction Contract with regard to payment of predetermined wage rates in accordance with City procedures.
- (15) 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. Assist the District Contract Compliance Manager as requested.

- (16) The City will provide Public Information Services. The Consultant shall provide up-to-date information and assist Public Information Personnel with the preparation of public notices, news releases, lane closure information and Community Action Plans. The Consultant shall coordinate with the Construction Office's Public Information Manager. The Consultant shall assist in coordinating with all public officials, business owners, homeowners, citizens, tourists, and others affected by the construction. Coordination includes providing information, site visits, presentations, documentation and resolution of all inquiries, comments or complaints.
- (17) Prepare and submit to the Construction Project Manager on a monthly basis a Construction Status Reporting System (CSRS) report, in a format to be provided by the City.
- (18) Provide digital video and camera equipment for photographic documentation of pre-construction state and of noteworthy incidents or events during construction. Video tape and photograph the pre-construction conditions throughout the project limits. Provide a digital photo and video log of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy. A digital copy of preconstruction videos, photos and project photographs shall be provided to the Construction Project Manager. These photographs will be filed and maintained on the Consultant's computer using a Digital Photo Management system. Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

10.0 PERSONNEL:

10.1 General Requirements:

The Consultant shall provide 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 to by the City, the City will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator/Project Engineer, Resident Compliance Specialist/Secretary, Contract Support Specialist and Assistant or Associate to any of these positions.

Estimated staffing of personnel to be assigned to this contract is outlined below:

Senior Project Engineer	1
Project Administrator	1
Contract Support Specialists	1
Compliance/Clerk Typist	0
Senior Inspectors	0
Inspectors	1
Inspector Aide	0

10.2 Personnel Qualifications:

The Consultant shall provide 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 résumé 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 the 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 fulfilling 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 and other training relative to the City's procedures, Specifications and Design Standards will be obtained. The District Construction Engineer or designee will have the final approval authority on such exceptions.

CEI SENIOR PROJECT ENGINEER - A Civil Engineering degree and 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 with the exception of PTS projects which require two (2) years of major bridge construction), 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; plan and organize the work of subordinate and staff members; develop and/or review policies, methods, practices, and procedures; and review programs for conformance with City standards. The CEI Senior Project Engineer must also have the following:

QUALIFICATIONS:

FDOT Advanced MOT

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

CERTIFICATIONS:

None

OTHER:

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

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

CEI PROJECT ADMINISTRATOR/PROJECT ENGINEER - 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.

The CEI Project Administrator/Project Engineer shall receive general instructions regarding assignments and is expected to exercise initiative and independent judgment in finding and implementing solutions to work problems. The CEI Project Administrator/Project Engineer shall direct and assign specific tasks to inspectors and shall assist in all phases of the construction project. The CEI Project Administrator/Project Engineer shall be responsible for the progress of the Project and final estimates throughout the Project duration. The CEI Project Administrator/Project Engineer must have the following:

QUALIFICATIONS:

FDOT Advanced MOT
CTQP Final Estimates Level II

CERTIFICATIONS:

None

OTHER:

Attend CTQP Quality Control Manager Course and pass the related examination. Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects)

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

CEI 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., LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering Degree. 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 City'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

CEI RESIDENT COMPLIANCE SPECIALIST/Clerk/Typist: - 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 experience 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 and evaluate data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined to be necessary. 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 staff.

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

Must have the following as required by the scope of work for the project:

QUALIFICATIONS:

CTQP Concrete Field Technician Level I

CTQP Concrete Field Inspector Level II

CTQP Asphalt Roadway Level I

CTQP Asphalt Roadway Level II

CTQP Earthwork Construction Inspection Level I

CTQP Earthwork Construction Inspection Level II

CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)

IMSA Traffic Signal Technician Level I

FDOT Intermediate MOT

CTQP Final Estimates Level I

CERTIFICATIONS:

Nuclear Radiation Safety

Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

OTHER:

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

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.

CEI 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:

Must have the following as required by the scope of work of the Project:

QUALIFICATIONS:

CTQP Concrete Field Inspector Level I
CTQP Asphalt Roadway Level I
CTQP Earthwork Construction Inspection Level I
CTQP Pile Driving Inspection
CTQP Final Estimates Level I
FDOT Intermediate MOT

CERTIFICATIONS:

Nuclear Radiation Safety
Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

OTHER:

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

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 his/her 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.

CEI 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. Must obtain FDOT Intermediate MOT within the first six months of the assignment.

10.3 Staffing:

Once authorized, the Consultant shall establish and maintain appropriate staffing throughout 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 City has received a regular acceptance letter.

Construction engineering and inspection forces will be required of the Consultant 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 a maximum of ten (10) days to demobilize, relocate, or terminate such forces.

The Consultant is required to have a responsible staff member, intermediate MOT or higher qualified, available on site within 45 minutes during non-working hours, holidays and periods of no work.

11.0 QUALITY ASSURANCE (QA) PROGRAM:

11.1 Quality Assurance 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 Assurance Reviews:

Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

C. Quality Assurance Records:

Outline the types of records which will be generated and maintained during the execution of the QA program.

D. Control of Subconsultants and Vendors:

Detail the methods used to control subconsultant 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 City procedures.

11.2 Quality Assurance Reviews:

The Consultant shall conduct semi-annual Quality Assurance Reviews to ensure compliance with the requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the Construction Project Manager in written form no later than one (1) month after the review.

On short duration CCEI projects (nine (9) months or less), 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.

11.3 Quality Records:

The Consultant shall maintain adequate records of the quality assurance actions performed by the 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. All 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 City's Procedures as required by Section 4.1.4 of the Review and Administration Manual. Submit the Final Estimate(s) and one (1) set of final "as-built plans"

documenting the Contractor's work in accordance with the Review and Administration Manual. Revisions to the Certified Final Estimate will be made 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. A duly authorized representative of the Consultant firm will provide a notarized certification on a form pursuant to City's 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 District Final Estimates Office for review. 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 shall provide a Status Report for the Agreement. This report will provide an accounting of the additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant. The Consultant will provide a printout from the Equal Opportunity Reporting System showing the previous month's payments made to subconsultants. Invoices not including this required information may be rejected.
- (2) When the Consultant identifies a condition that will require an amendment to the Agreement, the Consultant will communicate this need to the Construction Project Manager for acceptance. Upon acceptance, the Consultant shall prepare and submit an Amendment Request (AR), and all accompanying documentation to the Construction Project Manager for approval and further processing. The AR is to be submitted at such time 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) The Consultant is responsible for performing follow-up activities to determine the status of each Amendment Request 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 its monthly invoice, the Consultant shall notify the City prior to the due date stating 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).

All charges to the individual project will end no later than thirty (30) calendar days following final acceptance, or where all items of work are complete and conditional/partial acceptance is issued, unless authorized in writing by the City.

A Final Invoice will be submitted to the City no later than the 60th day following Final Acceptance of the individual project or as requested by the City.

14.0 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 Project covered by this Agreement.
- B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.
- C. Provide inspection services in addition to those provided for in this Agreement.
- D. Provide services determined necessary for the successful completion and closure of the Construction Contract.

15.0 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 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 Supplemental Amendment to this Agreement.

16.0 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.

17.0 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.

18.0 CITY AUTHORITY

The City shall be the final authority in considering modifications to the Construction Contract 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.

Appendix A

TERMS FOR FEDERAL AID CONTRACTS

(Appendix I of FDOT Standard Professional Agreement)

The following terms apply to all contracts in which it is indicated in Section 6.B of the Standard Professional Services Agreement that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Florida Department of Transportation (Department) 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 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 of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereafter 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, disability, religion, or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract cover a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontractors, 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 will permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the 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 Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration appropriate, and shall set forth what efforts it has made to obtain the information.

- G. Sanctions for Noncompliance: In the event of the Consultants noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, 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. cancelation, 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 H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or 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 subcontractor or supplier as a result of such direction, the Consultant may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.
- I. 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 there from.
- J. 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 laws of any State.

- K. **Participation by Disadvantaged Business Enterprises:** The Consultant shall agree to abide by the following statement from CFR 26.13(b). This statement 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 49CFR 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.

- L. 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.

- M. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Department 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 Department. 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.

- N. The Department hereby certifies that neither the consultant's representative has been required by the Department, directly or indirectly as an express or implied condition 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, organization, any fee, contribution, donation, or consideration of any kind;

The Department 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, both criminal and civil.

- O. 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 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.

Appendix B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had 1 or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Firm Name:

Date:

Signature:

Printed Name:

Title:

Appendix C

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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.

b. 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 Form to Report Lobbying," in accordance with its instructions.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting his or her bid or 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 recipients shall certify and disclose accordingly.

Firm Name:

Date:

Signature:

Printed Name:

Title:

Appendix D

Disadvantaged Business Enterprise Program

A. DBE Availability Goal Percentage:

The Florida Department of Transportation (Department) has an overall eight point six percent (8.60%) race-neutral DBE goal. Because this is a Federal-aid contract, the Consultant should fully comply with the goal. This means that the State's goal is to spend at least 8.60% of the highway dollars with Certified DBE's as prime Consultant or as subcontractors. Race-neutral means that the Department believes that the 8.60% overall goal can be achieved through the normal competitive procurement process. The Department has reviewed this Project and assigned a DBE availability goal shown on the bid blank/contract front page under "% DBE Availability Goal". Although not a contract requirement, the Department believes that this DBE percentage can realistically be achieved on this Project based on the number of DBE's associated with the different types of work that will be required.

Under 49 Code of Federal Regulations Part 26, if the 8.60% goal is not achieved, the Department may be required to return to a race-conscious program where goals are imposed on individual contracts. The Department encourages all of our Consultants to actively pursue obtaining bids and quotes from Certified DBE's.

B. Anticipated DBE Participation Statement:

The Department is reporting to the Federal Highway Administration the planned commitments to use DBE's. This information is being collected through the Anticipated DBE Participation Statement. This statement shall be submitted to the Department's LAP Administrator or MPO Liaison Officer who will then submit it electronically to the Department's Equal Opportunity Office. Although these statements WILL NOT become a mandatory part of the contract, they will assist the Department in tracking and reporting planned or estimated DBE utilization. These Plans should be mailed to or faxed to:

Florida Department of Transportation
Equal Opportunity Office
605 Suwannee Street, MS 65
Tallahassee, FL 32399-0450
Fax No. (850) 414-4879

Questions concerning the Anticipated DBE Participation Statement may be directed to the Department's Equal Opportunity Office by calling (850) 414-4747.

C. Equal Opportunity Reporting System:

The Consultant is required to report monthly, through the Department's Equal Opportunity Reporting System on the Internet at, <http://www.dot.state.fl.us/equalopportunityoffice/> actual payments, minority status, and the work type of all subcontractors and suppliers. All DBE payments must be reported whether or not the prime initially planned to utilize the company. Each month the prime must report actual payments to all DBE and MBE subcontractors and suppliers. In order for the race neutral DBE Program to be successful, cooperation is imperative.

D. DBE Supportive Services Providers:

The Department has contracted with a consultant, referred to as DBE Supportive Services Provider, to provide managerial and technical assistance to DBE's. This consultant is also required to work with prime Consultant, who have been awarded contracts, to assist in identifying DBE's that are available to participate on the Project. The successful Consultant should meet with the DBE Supportive Services Provider to discuss the DBE's that are available to work on this Project. The current Provider for the State of Florida is serviced by Blackmon Roberts Group and can be reached at (863) 802-1280 in Lakeland or (305) 777-0231 in Coral Gables.

E. DBE Affirmative Action Plan:

A DBE Affirmative Action Plan must be approved and on file with the Department's Equal Opportunity Office prior to award of the contract for each prime Consultant. Update and resubmit the plan every three years. No Contract will be awarded until the Department approves the plan. The DBE Affirmative Action Plan must be on your company's letterhead, signed by a company official, dated and contain all elements of an effective DBE Affirmative Action Plan. These Plans should be mailed or faxed to to:

Florida Department of Transportation
Equal Opportunity Office
605 Suwannee Street, MS 65
Tallahassee, FL 32399-0450
Fax No. (850) 414-4879

Questions concerning the DBE Affirmative Action Plan may be directed to the Equal Opportunity Office by calling (850) 414-4747.

F. Bidders Opportunity List:

The Federal DBE Program requires States to maintain a database of all firms that are participating, or attempting to participate, on USDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on USDOT-assisted projects, including both DBE's and Non-DBE's.

On the Bidders Opportunity Form if the answers to numbers 2, 3, 4, or 5 are not known, leave them blank and the Department will complete the information. This information should be returned with the bid package or proposal package or submitted to the Equal Opportunity Office within three days of submission. It can be mailed to the Department's Equal Opportunity Office at the address above or faxed to (850) 414-4879.

EXHIBIT B
Hourly Rates:

Classification	Rate	Rate Multiplier	Total Rate
Sr Project Engineer	\$69.82	2.82	\$196.89
CEI Project Administrator	\$36.81	2.82	\$103.80
Sr Inspector	\$23.31	2.89	\$67.14