



Bridge Factors Factual Report Attachment 17 – FIU Standard Professional Services Agreement, entered into by the Florida International University Board of Trustees and Bolton Perez & Associates (BPA) dated September 23, 2016

Miami, FL

HWY18MH009

(59 pages)

**FLORIDA INTERNATIONAL UNIVERSITY
STANDARD PROFESSIONAL SERVICES AGREEMENT**

THIS STANDARD PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made effective on the latest signature date below, by and between THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES, hereinafter called "FIU", and Network Engineering Services, Inc./dba/ Bolton Perez and Associates Consulting Engineers (F.E.I.D. No. 65-0789352), authorized to conduct business in the State of Florida, hereinafter called the "Consultant". FIU and Consultant agree as follows:

The Consultant and FIU mutually agree to abide by FIU's Standard Professional Services Agreement Terms (the "Standard Professional Services Terms"), which are incorporated by reference and attached hereto and made a part hereof as Exhibit "A" to this Agreement.

1. SERVICES AND PERFORMANCE

A. FIU does hereby retain the Consultant to furnish certain services, as described in Exhibit "B," as amended by Exhibit "B-1," both attached hereto and made a part hereof, in connection with:

BT904-UniversityCity Prosperity Project – Infrastructure Improvements

B. Unless changed by written agreement, the site for inspection of work referenced in Section 1.(J) of the Standard Professional Services Terms will be:

FIU Modesto A. Maidique Campus and adjacent areas to the north on, over and through the right-of-way for State Road 90, South Florida Water Management District Tamiami Canal (C-4) and lands within the City of Sweetwater including those granted to FIU by Sweetwater for the Project.

2. TERM

A. Unless otherwise provided herein or by supplemental agreement or amendment, the provisions of this Agreement will remain in full force and effect through completion of all services required of the Consultant or a **three (3)** year term from the date of execution of this Agreement, whichever occurs first.

Check applicable terms

_____ The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from FIU's Facilities Department, which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within _____ months of the commencement date specified in the notice to proceed or as modified by subsequent amendment or supplemental agreement.

_____ The project services to be rendered by the Consultant for each task assignment will commence upon written notice from FIU's Facilities Department, and will be completed within the time period specified in each task assignment. All services performed under this contract will be completed within _____ months from the date of this Agreement. The total fee for all accumulated task

assignments may not exceed _____.

7 The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from FIU's Facilities Department, which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within **thirty (30) calendar days** following completion of the construction contract(s) with which consultant services are associated. The anticipated length of the consultant services is **twenty five (25) months**.

3. INSURANCE

The amount of liability insurance to be maintained by the Consultant in accordance with Section 4.B. of the Standard Professional Services Terms is **five million (\$5,000,000)**.

4. SUBCONTRACTS

The following subconsultants are authorized under this Agreement in accordance with Section 7.A. of the Standard Professional Services Terms:

The Corradino Group, Inc. – Structural Engineering/Bridge Inspection
AE Engineering, Inc. – Resident Compliance Specialist
C.H. Perez & Associates Consulting Engineers, Inc. – Surveyor
Professional Services Industries, Inc. – Geotechnical Engineering

5. COMPENSATION

FIU agrees to pay the Consultant compensation as detailed in Exhibit "C", attached hereto and made a part hereof.

6. MISCELLANEOUS

- A. Reference in this Agreement to Director will mean the **FIU Director of Facilities Construction**.
- B. The services provided herein do involve the expenditure of federal funds. Because federal funds are involved, Section 9 of the Standard Professional Services Terms is incorporated by reference.
- C. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein.

Exhibit "A" – Standard Professional Services Agreement Terms

Exhibit "B" – Scope of Services

Exhibit "B-1" - Amendment to CEI Comprehensive Scope of Services

Exhibit "C" – Method of Compensation


Exhibit "D" - Local Agency Program Federal-Aid Terms For Professional Service Contracts
(FDOT Form 375-040-84 04/15)

[SIGNATURE PAGE FOLLOWS]

The parties execute this Agreement as of the date written below each signature block and each party executing this Agreement warrants and represents that it is authorized by its respective entity to execute a binding Agreement.


CONSULTANT:

Network Engineering Services, Inc.
dba/ Bolton Perez & Associates

By: 
Name: Joaquin Perez
Title: President
Date: 9/20/2016

FIU:

THE FLORIDA INTERNATIONAL
UNIVERSITY BOARD OF TRUSTEES

By: 
Name: Mark B. Rosenberg
Title: President
Date: _____

Approved as to form and legal sufficiency:
FIU Office of the General Counsel


 9/23/16
Print Name: Isabel Diaz
University Attorney

EXHIBIT "A" TO FLORIDA INTERNATIONAL UNIVERSITY
STANDARD PROFESSIONAL SERVICES AGREEMENT

STANDARD PROFESSIONAL SERVICES AGREEMENT TERMS

[SEE ATTACHED]

Exhibit A

To

FIU

Standard

Professional Services Agreement

Agreement Terms

STANDARD PROFESSIONAL SERVICES AGREEMENT TERMS

1. SERVICES AND PERFORMANCE

- A. Before making any additions or deletions to the work described in the Agreement, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will enter into a supplemental agreement covering such work and compensation. Reference herein to the Agreement will be considered to include any supplemental agreement.
- B. In the performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The Consultant will use due care in performing its services and will have due regard for acceptable engineering standards and principles. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.
- C. The Consultant agrees to project schedule progress reports in a format acceptable to FIU and at intervals established by FIU. FIU will be entitled, at all times, to be advised, at its request, as to the status of work being done by the Consultant and of the details thereof. Coordination will be maintained by the Consultant with representatives of FIU, or of other agencies interested in the project on behalf of FIU. Either party to the Agreement may request and be granted a conference.
- D. All services will be performed by the Consultant to the satisfaction of the Director who will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof. The Director's decision upon all claims, questions and disputes will be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses will be subject to mutual agreement of the parties, and supplemental agreement(s) of such a nature as required will be entered into by the parties in accordance herewith.
- E. In the event that the Consultant and FIU are not able to reach an agreement as to the amount of compensation to be paid to the Consultant for supplemental work desired by FIU, the Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by FIU to be reasonable. In such event, the Consultant will have the right to file a claim with FIU for such additional amounts as the Consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve the Consultant from the obligation to timely perform the supplemental work.
- F. In the event the work covered by this Agreement includes the preparation of construction plans, it is understood that the work may be divided into two or more construction projects by the Director and that, if this is done, the Consultant will supply construction plans for each project.
- G. The Consultant may be authorized to use FIU's computer facilities utilizing FIU programs

required for the performance of the services herein. The Consultant will identify the programs required and submit a written request to the FIU's project manager for approval.

- H. All design work performed by the Consultant for projects where anticipated construction cost is one million dollars (\$1,000,000.00) or more will be subject to value engineering. FIU further reserves the right to subject projects of lesser construction cost to value engineering should FIU deem circumstances are present that warrant such a decision. Value engineering may be performed at any stage of the design process. Unless specifically identified in the Agreement, the Consultant will not be required to perform the value engineering analysis.
- I. The Consultant will not be liable for use by FIU of plans, documents, studies or other data for any purpose other than intended by the terms of this Agreement
- J. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of FIU upon completion or termination without restriction or limitation on its use and will be made available, upon request, to FIU at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to FIU of said document(s), FIU will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this Agreement. FIU will have the right to visit the site for inspection of the work and the products of the Consultant at any time. Additionally, all information and materials prepared in connection with or related in any way to the project (e.g., timesheets, reports, payroll, tests, purchase orders, rentals, reimbursable expenses, etc.) shall be retained by Consultant and made available for five (5) years following completion or termination of this Agreement.

2. TERM:

- A. Services required after completion of scheduled project services, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the term of this Agreement at written direction of FIU. Supplemental agreements may be negotiated for any post project schedule services needed by FIU after scheduled project services.

In the event it becomes impracticable or impossible for the Consultant to complete the expected services within the term of this Agreement due to delays on the part of FIU or circumstances beyond the control of the Consultant, the Agreement may be extended. An extension of the Agreement must be in writing signed by both parties.

- B. In the event there are delays caused by FIU in approval of any of the materials submitted by the Consultant or if there are delays occasioned by circumstances beyond the control and without fault or negligence of the Consultant which delay the scheduled project completion date, FIU may grant an extension of time equal to the aforementioned project schedule delay, as a minimum and not to exceed the Agreement term, by issuance of a time extension letter. This letter will be for time only and does not include any additional compensation.

It will be the responsibility of the Consultant to ensure, at all times, that sufficient time remains

in the project schedule within which to complete the services on the project. In the event there have been delays which would affect the project completion date, the Consultant will submit a written request to FIU which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. FIU will review the request and make a determination as to granting all or part of the requested extension.

In the event time for performance of the scheduled project services expires and the Consultant has not requested, or if FIU has denied, an extension of the project schedule completion date, partial progress payments will be stopped on the date time expires. No payment shall be made for work performed after the project schedule completion date until a time extension is granted or all work has been completed and accepted by FIU if the Agreement term has not expired.

3. COMPENSATION:

- A. Bills for fees or other compensation for services or expenses will be submitted to FIU in detail sufficient for a proper pre-audit and post-audit thereof. FIU will render approval or disapproval of services within five (5) working days of the receipt of a written progress report unless otherwise stated in the Agreement. The progress report will be accompanied by an appropriate invoice.
- B. The bills for any travel expenses, when authorized by terms of this Agreement and by FIU's project manager, will be submitted in accordance with Section 112.061, Florida Statutes.
- C. Records of costs incurred under terms of this Agreement will be maintained and made available upon request to FIU at all times during the period of this Agreement and for three (3) years after final payment for the work completed pursuant to this Agreement. Copies of these documents and records will be furnished to FIU upon request.
- D. Records of costs incurred will include the Consultant's general accounting records and the project records, together with supporting documents and records, of the Consultant and all subconsultants performing work on the project, and all other records of the Consultant and subconsultants considered necessary by FIU for a proper audit of project costs.
- E. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement will be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, Rule Chapter 14-75, Florida Administrative Code, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State regulations and Federal regulations in that the more restrictive of the applicable regulations will govern.
- F. The Consultant should be aware of the following time frames. As provided by Section 215.422, Florida Statutes, if a warrant in payment of an invoice is not mailed or electronically transmitted by FIU within forty (40) days after receipt of the invoice and receipt, inspection and approval of the services, FIU shall pay to the Consultant, in addition to the amount of the invoice, interest at the rate established by the Florida state comptroller pursuant to Section 55.03, Florida Statutes, on the unpaid balance from the expiration of such 40-day period(s) until such time as the warrant is mailed to the Consultant. These provisions apply only to undisputed amounts for

which payment has been authorized. Invoices or pay requests returned to the Consultant due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice or pay request is provided to FIU. A vendor ombudsman has been established within FIU's Office of Business and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from FIU. The vendor ombudsman may be contacted at 305 348-2101.

- G. Except for issues arising from contract indemnification provisions, FIU will have the right to retain out of any payment due the Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to FIU by the Consultant on any other Agreement between the Consultant and FIU. FIU may withhold payment on any invoice in the event that the Consultant is in default under any provision of this Agreement or any other agreement between the Consultant and FIU as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, FIU will have the right to retain an amount equal to the damages suffered as a result of the default.
- H. It is mutually agreed and understood that the following provision will be applicable to this Agreement if the compensation to be paid to the Consultant, whether by lump sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs provided to FIU to support the compensation are accurate, complete and current as of the date of this Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which FIU determines the Agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such Agreement adjustments must be made within one (1) year following the end of the Agreement. For this purpose, the end of the Agreement is the date of final billing or acceptance of the work by FIU, whichever is later.

- I. FIU, during any fiscal year, will not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. FIU will require a statement from the comptroller of FIU that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained will prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, FIU's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
4. INDEMNITY AND INSURANCE:
- A. The Consultant hereby indemnifies and holds harmless FIU, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the

contract.

The parties agree that 1% of the total compensation to the Consultant for performance of this Agreement is the specific consideration from FIU to the Consultant for the Consultant's indemnity agreement.

- B. The Consultant will have and maintain during the term of this Agreement, a professional liability insurance policy or policies, or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this Agreement in the amount specified in the Agreement.
 - C. Under the terms of this Agreement, the plans, reports and recommendations of the Consultant will be reviewed by FIU for conformity with FIU standards and agreement terms. However, review by FIU does not constitute detailed review or checking of design components and related details, or the accuracy with which designs are depicted on the plans.
 - D. Acceptance of the work by FIU or Agreement termination does not constitute FIU approval and will not relieve the Consultant of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The Consultant shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the Consultant without additional compensation. If these errors and/or omissions are discovered during the construction of the project, they shall be corrected without additional compensation.
5. COMPLIANCE WITH LAWS:
- A. All final plans, documents, reports, studies and other data prepared by the Consultant shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Florida Administrative Rules, and guidelines published by FIU, in effect at the time of execution of this Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of FIU's guidelines, requirements of the Statute and/or Rules shall take precedence.
 - B. The Consultant will comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.
 - C. The Consultant warrants that the Consultant 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 person, company, corporation, individual, or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this Paragraph, FIU shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

D. The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Consultant in conjunction with this Agreement. Specifically, if the Consultant is acting on behalf of a public agency, the Consultant shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by FIU in order to perform the services being performed by the Consultant.
- (2) Provide the public with access to public records on the same terms and conditions that FIU would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to FIU all public records in possession of the Consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to FIU in a format that is compatible with the information technology systems of FIU.

Failure by the Consultant to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by FIU. The Consultant shall promptly provide FIU with a copy of any request to inspect or copy public records in possession of the Consultant and shall promptly provide FIU a copy of the Consultant's response to each such request.

- E. The Consultant agrees that it will make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying FIU and securing its consent in writing. The Consultant also agrees that it will not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information is the property of FIU.
- F. Consultant covenants and agrees that it and its employees will be bound by the standards of conduct provided in applicable Florida Statutes and applicable rules of FIU as they relate to work performed under this Agreement. Consultant further covenants and agrees that when a former state employee is employed by the Consultant, the Consultant will require that strict adherence by the former state employee to Florida Statutes 112.313(9) and 112.3185 is a condition of employment of said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- G. A person or affiliate who has been placed on the convicted vendor list following a conviction

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

- H. FIU will consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement by FIU if the Consultant knowingly employs unauthorized aliens.
- I. DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

6. TERMINATION AND DEFAULT

- A. FIU may terminate this Agreement in whole or in part at any time the interest of FIU requires such termination, as follows:
 - (1) If FIU determines that the performance of the Consultant is not satisfactory, FIU may notify the Consultant of the deficiency with the requirement that the deficiency be corrected within a specified time, but not less than ten (10) days, otherwise the Agreement will be terminated at the end of such time or thirty (30) days whichever is sooner.
 - (2) If FIU requires termination of the Agreement for reasons other than unsatisfactory performance of the Consultant, FIU will notify the Consultant of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement is to be terminated.
 - (3) If the Agreement is terminated before performance is completed, the Consultant will be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the Agreement.
- B. FIU reserves the right to cancel and terminate this Agreement in the event the Consultant or any employee or agent of the Consultant is convicted for any crime arising out of or in conjunction with any work being performed by the consultant for or on behalf of FIU, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, computer files, maps, and data prepared or obtained under this Agreement will immediately be turned over to FIU. FIU reserves the right to terminate or cancel this Agreement in the event

the Consultant will be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. FIU further reserves the right to suspend the qualifications of the Consultant to do business with the FIU upon any such conviction.

- C. If the Agreement is for goods or services of \$1 million or more and was entered into or renewed on or after July 1, 2011 and FIU determines that the vendor submitted a false certification under Section 287.135(5), Florida Statutes, or if the vendor has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, FIU shall have the option of (1) terminating the Agreement after it has given the vendor notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

7. ASSIGNMENT

- A. The Consultant will maintain an adequate and competent professional staff so as to enable Consultant to timely perform under this Agreement and must be authorized to do business within the State of Florida and may associate with it such subconsultants, for the purpose of its services hereunder, without additional cost to FIU, other than those costs negotiated within the limits and terms of this Agreement. The Consultant is fully responsible for satisfactory completion of all subcontracted work. The Consultant, however, will not sublet, assign or transfer any work under this Agreement to other than subconsultants specified in the Agreement without the written consent of FIU.

8. MISCELLANEOUS

- A. All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders.
- B. In the event that a court of valid jurisdiction finally determines that any provision of this Agreement is illegal or unenforceable, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.
- C. There are no understandings or agreements except as herein expressly stated.
- D. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.
- E. In any legal action related to this Agreement, instituted by either party, Consultant hereby waives any and all privileges and rights it may have under chapter 47, Florida Statute, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule or case law, including, but not limited to, those grounded on convenience. Any such legal action may be brought in the appropriate Court in any county chosen by FIU and in the event that any such legal action is filed by Consultant, Consultant hereby consents to the transfer of venue to the county chosen by FIU upon FIU filing

a motion requesting the same.

F. Consultant:

- (1) 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 Agreement; and
- (2) shall expressly require any subcontractors performing work or providing services pursuant to the state 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 Agreement term.

9. TERMS FOR FEDERAL AID CONTRACTS:

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 FIU 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 term of the Agreement, 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 Agreement 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 Agreement 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 FIU, 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 FIU, the 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 Agreement, FIU 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 Agreement until the Consultant complies and/or
 - (2) cancellation, termination or suspension of the Agreement, in whole or in part.
- H. **Incorporation of 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 FIU, the 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 subcontractor or supplier as a result of such direction, the Consultant may request FIU to enter into such litigation to protect the interests of FIU, 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 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 U.S.C. § 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 and 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 or delegate to the Congress of the United States will be admitted to any share or part of this Agreement 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 Agreement 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 FIU 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 FIU. 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. FIU hereby certifies that neither the Consultant nor the Consultant's representative has been required by FIU, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, 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;

FIU further acknowledges that this Agreement will be furnished to a federal agency, in connection with this Agreement involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, 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 Agreement;
- (2) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement; 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 FIU, the State of Florida Department of Transportation and a federal agency in connection with this Agreement involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

EXHIBIT "B" TO FLORIDA INTERNATIONAL UNIVERSITY
STANDARD PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

[SEE ATTACHED]

Exhibit B

To

FIU

Standard

Professional Services Agreement

Construction Engineering and Inspection

Scope of Services

(CEI Comprehensive Scope of Services)

CONSTRUCTION ENGINEERING AND INSPECTION

SCOPE OF SERVICES

FOR

UniversityCity Prosperity Project

Financial Project ID(s): 434688-1

Federal Project No.: TGER-002-A

SCOPE OF SERVICES
CONSTRUCTION ENGINEERING AND INSPECTION

1.0 PURPOSE:

This scope of services (“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 Project described below.

The Florida Department of Transportation (the “Department”) has entered into a Local Agency Program (LAP) Agreement with The Florida International University Board of Trustees (FIU) relating to the Project. FIU previously received a USDOT/Federal Highway Administration (FHWA) Transportation Investment Generating Economic Recovery (TIGER) Grant on March 26, 2013 for the funding of the Project.

FIU is requesting the CEI services for the Project. There is no guarantee that any or all of the services described in the Agreement will be assigned during the term of the Agreement. Further, the Consultant is providing these services on a nonexclusive basis. The Department and FIU, each at their option, may elect to have any of the services set forth herein performed by other consultants or Department or FIU staff.

2.0 SCOPE:

The Consultant shall provide services as defined in the Request for Qualifications (RFQ), the Agreement, once awarded, this Scope of Services and the referenced Department manuals and procedures. The Consultant’s scope of services also includes compliance with applicable FIU standards and procedures. An essential CEI service for this project will also be to perform, manage and give administrative support for various compliance activities required as part of the FHWA TIGER funding for this project.

The project for which the services are required is (the “Project”):

Financial Project IDs: 434688-1
Descriptions: UniversityCity Prosperity Project
County: Miami-Dade

Design criteria and other Project information are posted on the FIU Facilities website at: <http://facilities.fiu.edu/projects/BT-904.htm>.

The Consultant shall maintain close coordination with the Department, FIU, and each Contractor in order to minimize rescheduling of the Consultant’s activities due to construction delays or changes in scheduling of the Contractor’s activities.

The Consultant shall exercise its independent professional judgment in performing its obligations and responsibilities. Pursuant to Section 4.1.4 of the Construction Project Administration Manual (CPAM), the authority of the Consultant’s lead person, such as the Consultant Senior Project Engineer and the Consultant Project Administrator, shall be identical to the Department’s Resident Engineer and Department Project Administrator, respectively, and shall be interpreted as such. Similarly, the Consultant Senior Project Engineer and the Consultant Project Administrator shall be identical to the FIU Construction Project Manager.

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

Note: The Consultant shall be FDOT prequalified in the following work categories: Work Type 10.1-Roadway Construction Engineering and Inspection (CEI), Work Type 10.4-Minor Bridge and Miscellaneous Structures CEI, Work Type 10.5-Major Bridge CEI in those 10.5 sub-categories appropriate to the Design-Build bridge proposed for this Project including 10.5.1 – Major Bridge CEI Concrete as well as experience with inspection of suspension or cable-stayed and post-tensioned bridges.

For this Project Categories 10.1 and 10.4 are considered to be the major type of work and 10.5.1 is considered to be the minor type of work. The primary/prime Consultant must be prequalified in the major type of work. The Consultant shall also be prequalified, on its own or through FDOT-approved sub-consultant(s), in the following work categories: 10.5-Major Bridge CEI and Vertical Building Construction and CPTED.

3.0 LENGTH OF SERVICE:

The services for the Construction Contract shall begin upon written notification to proceed by FIU.

The Consultant shall 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 FIU 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 FIU and the designated Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

For estimating purposes, the Consultant will be allowed an accumulation of thirty (30) calendar days to perform preliminary administrative services prior to the commencement of construction for the Project and thirty (30) calendar days to demobilize after final acceptance of the Construction Contract.

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

Construction Contract Estimate

Activity	Start Date	End Date
Design-Build Firm Selected By FIU and Concurred by FHWA/FDOT:	November 5, 2015	November 16, 2015
Design-Build Notice of Construction Award:	November 16, 2015	N/A
Planned Notice to Proceed for Design-Build:	January 14, 2016	N/A
Planned Start Construction of Infrastructure Improvements:	December 16, 2016	N/A
Planned Project Construction Substantial Completion & Open to Traffic:	N/A	July 18, 2018
Planned Final Construction:	N/A	August 28, 2018
Planned Close-Out Documentation:	July 18, 2018	October 9, 2018

4.0 **DEFINITIONS:**

- A. **Agreement:** The Standard Professional Services Agreement between FIU 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 design-build firm contracting with FIU for performance of work or furnishing of materials under the Construction Contract.
- C. **Construction Contract:** The written design-build agreement between FIU 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 FIU employee assigned to manage the Agreement and represent FIU during the performance of the services covered under this Agreement.
- E. **Construction Training/Qualification Program (CTQP):** The Department program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at CTQP website.
- F. **Consultant:** The consulting firm under contract with FIU for administration of CEI services.
- G. **Consultant Project Administrator:** The Consultant's administrator assigned by the Consultant to be in charge of providing Construction Contract administration services for the Project.
- H. **Consultant Senior Project Engineer:** The leading engineer assigned by the Consultant to be in charge of providing Construction Contract administration for the Project.
- I. **Department Local Agency Program (LAP) Administrator:** The Department employee responsible for coordinating the TIGER program between the District offices and sections and with the local agency (FIU) to develop and deliver the project through this program. The District LAP Administrator works closely with planning, project development, environmental, design, right of way acquisition, and construction staff in the District to obtain all approvals, assurances, and certifications required for those respective areas. All project specific responsibilities are included throughout the FDOT LAP Manual (FDOT Form 525-010-300). Any changes in project schedule, budget and/or scope will need to be approved by Administrator prior to commencement of work.
- J. **Department Production Project Coordinator:** Project manager responsible for the coordination between the FIU, FDOT and FHWA for the design review and approval from the different disciplines. Also responsible for overseeing contract compliance with Federal regulation and approval for any contract modification.
- K. **District:** Florida Department of Transportation District Six.
- L. **District Construction LAP Compliance Auditor:** Department employee in charge of auditing, reviewing and providing oversight assistance with contract compliance of Equal Employment Opportunity (EEO), Affirmative Action (AA), Disadvantage Business

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Enterprise (DBE), federal Wage rate provisions, On-the-Job-Training Program and other civil rights related areas, as applicable to Florida Statutes and FHWA funding.

- M. District Construction Engineer: The administrative head of the District's Construction Offices.
- N. District Contract Compliance Manager: The administrative head of the District Contract Compliance Office.
- O. District Construction LAP Auditor: Department employee assigned by the Construction Unit to provide construction oversight of the Construction Contract Administration of the project.
- P. District Consultant CEI Manager (or CCEI): The Department employee assigned to administer the Consultant Construction Engineering and Inspection (CCEI) Program in the District.
- Q. District Construction Manager/Construction LAP Coordinator: Administrative head of the District Construction Department assigned to manage overall construction oversight of LAP Contracts in the District.
- R. District Professional Services Administrator: The Administrative Head of the Professional Services Office.
- S. District Secretary: The Chief Executive Officer in each of the Department's eight (8) Districts.
- T. Operations Engineer: The engineer assigned to a particular County or area to administer construction and maintenance contracts for the Department.
- U. Public Information Office: The Department's office assigned to manage the Public Information Program.
- V. Resident Compliance Specialist: The employee assigned by the Consultant to oversee project specific compliance functions.
- W. Resident Engineer: The engineer assigned to a particular County or area to administer Construction Contracts for the Department.
- X. Supplemental Agreement: A written agreement modifying the Construction Contract.

5.0 ITEMS TO BE FURNISHED BY FIU/DEPARTMENT TO THE CONSULTANT:

- A. The Department and FIU, on an as needed basis, will furnish the following Construction Contract documents for the Project. These documents may be provided in either paper or electronic format.
 - 1. Construction Plans
 - 2. Special Provisions (if any)
 - 3. Copy of the executed Construction Contract

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- B. The Department will allow connection to the FDOT Network by the Consultant through either dialup communications, authorized Virtual Private Network (VPN) or approved leased lines. Appropriate approvals must be received from the Department prior to their use.
- C. The Department will furnish and support the software packages for SiteManager and Site Pad.
- D. Contract documents for the Project will be furnished by FIU.
- E. The Department and/or FIU may furnish to the Consultant an adequate supply of all sampling containers to be used in carrying out inspection services under this Agreement. Some of these are, but not limited: disposable type molds for casting concrete test cylinders, sample cartons, sample bags, and other expendable type testing supplies.
- F. All test report forms, report forms, and all other forms necessary for Project documentation will be furnished by the Department and/or FIU.
- G. Field office space shall be required to perform services authorized under this Agreement. See below for further information regarding the field office space to be provided to Consultant.

6.0 ITEMS TO BE FURNISHED BY THE CONSULTANT:

6.1 Department Documents:

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

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

<http://www.dot.state.fl.us/construction/>

<http://facilities.fiu.edu/>

6.2 Office Automation:

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

The Consultant shall provide each inspection staff with a laptop computer running SiteManager application through Citrix connection using a mobile broadband connection at the jobsite.

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

Ownership and possession 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 the Agreement. Field office equipment should be maintained and operational at all times.

Current technical specifications for office automation can be viewed at:
<http://www.dot.state.fl.us/Construction/DesignBuild/ConsultantCEI/OfficeAutomation.shtm>

6.3 Field Office:

Engineer's Field Office (hereinafter defined) will be included in the Construction Contract as a per day pay item. The Contractor shall obtain all necessary permits for setting up the field office and making connections to city, county or local facilities and the cost of such permits shall be included in the pay item for construction field office. The field office will be furnished and will meet the requirements of the Construction Contract.

Field Office expenses will be compensated in accordance with Exhibit C to the Agreement, "Method of Compensation."

A 900 square-foot "Engineer's Field Office" for the Consultant's use is to be provided by the Contractor in accordance with FDOT Special Provision Section 109. The Consultant shall provide all furnishings, equipment, software and supplies necessary for the Consultant's operations at this field office not otherwise required to be provided by the Contractor under Section 109. The Contractor will maintain the office except that the Consultant shall provide janitorial services. FIU will reimburse the Contractor for Engineer's Field Office utility costs, including wired telephone/telecommunications service.

6.4 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.

6.5 Field Equipment:

The Consultant shall supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes 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.

6.6 Licensing for Equipment Operations:

The Consultant will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. The Consultant shall make the license and supporting documents available to the Department and to FIU 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 RESPONSIBILITY OF THE CONSULTANT:

The Consultant shall keep FIU's 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.

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 to document the communication process.

The Consultant shall serve as liaison between the Contractor and FIU, permitting agencies, South Florida Water Management District, the City of Sweetwater, Miami-Dade County, homeowners' associations and other applicable entities where such liaison is required for purposes of public information relations.

The Consultant shall submit all administrative items relating to invoice approval, personnel approval, user ids, time extensions, and Supplemental Agreements to the Construction Project Manager for review and approval.

8.0 PERFORMANCE OF THE CONSULTANT:

During the term of this Agreement and all supplemental amendments thereof, the Department and/or FIU 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 representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. 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.

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- B. Replace personnel whose performance has been determined by the Consultant, FIU and/or the Department 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.

Consultant "Quality Evaluations" will be conducted by the Department and/or FIU during the Consultant's performance of the work using FDOT Forms 375-030-08A through 8Z, as applicable, and FDOT Form 375-030-08X in particular.

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 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. The Consultant shall identify discrepancies, report significant discrepancies to FIU, 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 District Secretary to negotiate and approve Supplemental Agreements within the thresholds established in the CPAM. However, the Consultant must seek input from the Operations Engineer and the Construction Project Manager. All such Supplemental Agreements must be determined to be in accordance with Florida law by the Department and FIU 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 Department and to FIU, which the Department and/or FIU may accept, modify or reject upon review. The Consultant shall consult with the Operations Engineer and with the Construction Project Manager, as it deems necessary, and shall direct all issues, which exceed its delegated authority, to the Operations Engineer and to the Construction Project Manager for Department and FIU 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:**

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 measurements 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.

Any questions or requests for "Waiver of Survey" should be directed to the District Final Estimates Manager.

9.3 **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 work. The Consultant will also monitor off-site activities and fabrication unless otherwise stipulated by this Agreement.

Traditional Florida Building Code Inspections and State Fire Marshall Inspections for enclosed and semi-enclosed spaces, service and utility rooms, elevators and stairs shall be performed by FIU or other consultants in accordance with FIU's standard procedures, the costs for which shall be borne by FIU. The Consultant shall maintain primary responsibility for inspection of structural portions of the Project related to bridge foundations and supports and structures spanning State and Federal highways or within highway right-of-way and for elements that are required to meet FDOT standards, the costs for which inspections shall be borne by the Consultant.

The Consultant shall perform underwater bridge construction inspections of bridges with permanently submerged structural members, including retaining walls, in compliance with CPAM Section 10.6, Underwater Bridge Construction Inspection.

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 Department's procedures. Consultant employees performing such services shall be qualified in accordance with the Department's procedures.

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 Department'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 and perform the sampling and testing of materials and completed work items for verification and acceptance.

The Department and/or FIU will perform inspection and sampling of materials and components at locations remote from the Project site and the Department and/or FIU 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, department of DOT label, DOT stamp, etc.

The Department and/or FIU 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 Department's standard specifications, supplemental specifications, FIU specifications and/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 Department laboratory to the appropriate laboratory or appropriate local FDOT facility.

The Consultant will input verification testing information and data into the Department's database using written instructions provided by the Department.

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 Department or FIU for failure of such parties to follow written direction issued by the Consultant.

Services shall 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 Project changes. The following services shall also be performed:

- (1) If required, attend a pre-service conference for the Project in accordance with the Department's and FIU's procedures. The Consultant shall provide appropriate staff to attend and participate in the pre-service meeting.

Likewise, if required, 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 of the conference. 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 of the meeting.

- (2) If requested, attend a final estimate informational meeting with the District Construction Final Estimates Office. The Consultant shall provide appropriate staff to attend and participate in this meeting.
- (3) If requested, attend a meeting with the District Compliance Officer prior to the pre-construction conference. The Operations Engineer, Department Project Administrator and 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) Prepare and submit to the Operations Engineer for approval, within thirty (30) days after the pre-service meeting, a hard copy of the applicable documents for use of DOT Data Center Facilities and access to the Department's computer systems.
- (5) If requested, attend Local Agency Program Information Tool (LAPIT) informational meeting with the District construction office. The Consultant shall 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 LAPIT. This will require familiarity with the documents and guidelines posted on the Department's website for LAPIT. Duties will include scanning, attributing and retrieving documents that are to be archived electronically.

- (6) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the Project. If the Project requires the use of the National Pollutant Discharge Elimination System (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 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 Stormwater Discharges from Construction Sites" and guidelines developed by Department.
- (7) Analyze problems that arise on the Project and proposals submitted by the Contractor, endeavor to resolve such issues, and process the necessary paperwork.
- (8) Produce reports, verify quantity calculations, field measure for payment purposes as needed to prevent delays in Contractor operations and ensure prompt processing of such information in order for FIU to make timely payment to the Contractor.
- (9) If requested, prepare and make presentation before dispute review boards and/or other boards/committees in connection with the Project covered by this Agreement.
- (10) 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 Department and FIU procedures, if requested.
- (11) 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 and FIU as requested.

- (12) Provide Public Information Services and be proactive in keeping the community aware of the status and traffic impacts of the referenced project. With approval from the Department's and FIU's designee, prepare and disseminate information to the public, elected officials and the media of any upcoming events, which will affect traffic flow. Produce and distribute all publications (letters, flyers, brochures and news releases) necessary for this contract. Prior to release, the Department's and FIU's designee will approve all responses, letters, news releases and the like. Provide timely, professional responses to project inquiries including emails, telephone calls, etc. Coordinate general public information meetings, open houses, community meetings as directed by the Department's and FIU's representatives. Notify Florida 511 of lane closures and detours and notify TeleAtlas of permanent roadway changes.
- (13) The Consultant shall have a digital camera for photographic documentation of noteworthy incidents or events to cover the following areas:
- (a). Pre-construction photographs
 - (b). Normal and exceptional progress of work
 - (c). Critical path activities
 - (d). Accidents showing damage
 - (e). Unsafe working conditions
 - (f). Unusual construction techniques
 - (g). Damaged equipment or materials
 - (h). Any activity, which may result in claims

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 FIU Construction Project Manager and the Department at an interval determined by the Department Project Administrator and the Operations Engineer.

The taking of the photographs shall begin the day prior to the start of construction and continue regularly throughout the Project. Photographs shall be taken the days of conditional, partial and/or final acceptance.

9.6 Geotechnical Engineering:

The Consultant shall become familiar with the existing site conditions and the contract documents. The Consultant shall observe and record the progress and quality of foundation work to determine that the foundations are constructed at the correct location and elevation, identify discrepancies, submit monthly progress reports to the District Geotechnical Engineer (DGE) and to FIU, and direct the Contractor to correct such observed discrepancies. The Consultant shall attend the preconstruction conference and/or special geotechnical meeting for the Construction Contract. All services under this section will be performed in accordance to FDOT Specification Section 455. The Geotechnical Engineer (defined below) working on behalf of the Consultant will provide

the following services with the assistance of a qualified inspector who has completed the FDOT Drilled Shaft/Pile Driving Qualification Courses:

1) Drilled Shafts:

- a) Review the drilled shaft installation plan submitted by the Contractor for materials, methods, equipment, etc., and provide recommendations to the Department and to FIU within five (5) working days of the Contractor's submission.
- b) Observe installation of test hole (methods shaft(s)) such that it is constructed in accordance with the plans, specifications, and special provisions for the Construction Contract. The Consultant shall report on the adequacy of the Contractor's methods within three (3) working days of completion of the test hole (methods shaft(s)) construction.
- c) Observe construction of test holes, load test shafts, and production shafts. This includes review of testing of drilling slurry, core drilling and core logs, and other procedures as required.
- d) Inspect the bottom of the shafts for cleanliness using manual soundings or shaft inspection device as required in the contract documents.
- e) Provide all necessary forms and keep a log of all inspections made of the shafts. These logs made during the shaft inspections shall be turned over to the Department and to FIU within three (3) working days after completion of any shaft. Logs shall be signed and sealed by the Consultant's Geotechnical Engineer.
- f) Provide a written report of all test shaft installations to the DGE and to FIU within three (3) working days of shaft completion.
- g) When conditions occur which are different from those indicated on the plans, the Consultant's Geotechnical Engineer shall immediately report them to the Department Project Administrator, the DGE, and to the Construction Project Manager. Recommend adjustments to the authorized depths as necessary to obtain the shaft capacity to the DGE and FIU for approval.
- h) Hire a specialty engineer to perform non-destructive integrity testing of drilled shafts as required to estimate shaft uniformity and to detect possible shaft defects.
- i) Review concrete placement records to identify possible causes of shaft integrity problems.
- j) Evaluate problems encountered during construction, and coordinate with the Department Project Administrator, Construction Project Manager, and DGE to resolve such problems.

2) Piles:

- a) Review Contractor's Pile Installation Plan and provide comments to the Consultant Senior Project Engineer, the Construction Project Manager, and to the DGE within five (5) working days of the Contractor's submittal.
- b) Perform Wave Equation Analysis for Piles (WEAP) to determine suitability of hammer driving system for the Project. Provide results (check stresses, design capacity, and ultimate capacity) to the DGE and the Construction Project Manager within five (5) working days of the Contractor's submittal.
- c) Ensure dynamic testing performed (per the contract documents and when deemed necessary by the DGE and/or by the Construction Project Manager) during initial driving and re-drives.

- d) When monitoring the test pile driving process, determine proper fuel settings, thickness of pile cushions and when they need changing. Record all pertinent information that is needed to determine the driving criteria such as jetting, preforming, pre-drilling, reference elevation, hammer serial number hammer cushion material and thickness, pile cushion material and thickness, etc. This information shall be provided to the DGE and to the Construction Project Manager within 24 hours after the test pile driving process is completed. In most cases this information will be requested immediately following test pile completion. Submit electronic Pile Driving Analyzer (PDA) files within 24 hours after the test pile is completed.
- e) Ensure Case Pile Wave Equation Analysis (CAPWAP) is performed on test pile data for selected blows, using the latest version. At a minimum, CAPWAP shall be performed on initial drive data where required resistance is obtained below the minimum tip elevation and on set-check data (if any). If requested, the end of drive CAPWAP will be performed in the field upon completion of the drive, otherwise it shall be completed within 24 hours of driving the instrumented pile.
- f) Analyze the test data and available soils data as required to establish production pile lengths and driving criteria. The analysis must include WEAP utilizing CAPWAP results, to determine the driving criteria that will correlate accurately with driving resistance, blows per foot, energy, stresses and capacity. Submit preliminary report(s) recommending production pile lengths and driving criteria to the DGE and the Construction Project Manager for approval within four (4) working days after the test pile program is completed, unless requested sooner. The preliminary report shall include CAPWAP and WEAP printed & plotted outputs, and all raw data obtained by the PDA and CAPWAP solutions on DVD or CD computer disks.
- g) Furnish final written letters, signed and sealed, in the agreed format for production pile lengths and the driving criteria. The driving criteria letter must include blow count criteria, special requirements and limitations on settings (strokes/energy) to limit the stresses per the specifications. Include recommendations as to what to consider firm driving when applicable, to obtain the required minimum penetration.
- h) For projects with Embedded Data Collectors (EDCs), provide personnel proficient in operation of EDC monitoring equipment for data collection, interpretation and analysis. Utilize the most current version of Smart-Structures software along with antenna, workstation and stand. Provide qualified personnel capable of making accurate determination of pile acceptability in real time. Pack and submit the collected EDC data to the District geotechnical office and to FIU within 24 hours of driving each pile.

9.7 CEPTED Evaluation:

The Consultant shall review, and provide written evaluation of each of the two Crime Prevention Through Environmental Design (CPTED) submittals that are required as part of the Design-Build review documents with 90 percent and Final Component Plans. The Consultant shall observe and record the progress and quality of the work to determine that the project is constructed in accordance with the final accepted CPTED provisions. Submit reports with documentation of any discrepancies to FIU, and direct the Contractor to correct such observed discrepancies.

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 C to the Agreement.

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 the Department and/or FIU. Staff that have been removed shall be replaced by the Consultant within one week of Department and FIU 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 Department or FIU 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. The District Construction Engineer or designee and FIU will have the final approval authority on such exceptions.

NOTE: Refer to the following in reviewing the minimum qualifications for the Consultant personnel referenced below:

Complex Category Two (CC2) Bridge Structures: Bridge structures that are complex and require advanced designs and construction engineering and inspection. The following structures are classified as CC2 bridge structures:

- Concrete Post-Tensioned Segmental Box Girder (CPTS)
- Concrete Post-Tensioned Continuous Beam (CPTCB)
- Movable Bridges (MB)
- Post-tensioned Substructures (PTS)

ADVANCED CPTED PRACTITIONER - Completed the coursework, training, instruction and examinations required by the Florida Crime Prevention Training Institute

for Advanced CPTED as evidenced by an award and designation from the State of Florida Attorney General's Office.

ARCHITECT- Registered as an architect in accordance with Florida Statute 481 and four years of experience as a registered architect. Qualifications include the ability to communicate effectively, review architectural plans and specifications. Plans and organizes staff; develops and reviews policies and reviews programs for conformity with Department standards. A master's degree may be substituted for two years experience. (This position is not eligible for straight or premium overtime pay.)

CASTING YARD ENGINEER/ MANAGER- (Concrete Post-Tensioned Segmental Box Girder Bridges (CPTS)) Must be a registered Professional Engineer in the State of Florida (or if registered in another state, have the ability to obtain registration in Florida with 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.

GEOTECHNICAL ENGINEER for Category I Bridge Pile Foundations- 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) plus four (4) years of experience as a Geotechnical Engineer in responsible charge of geotechnical work, including at least two Category I bridges with pile foundations. Experienced in performing, analyzing and interpreting the results of: non-destructive testing of pile foundations, dynamic and static load testing, the Pile Driving Analyzer (PDA), CAPWAP and WEAP as appropriate.

GEOTECHNICAL ENGINEER for Category I Bridge Drilled Shaft Foundations- 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) plus four (4) years of experience as a Geotechnical Engineer in responsible charge of geotechnical work, including at least two Category I bridges with drilled shaft foundations. Experienced in performing, analyzing and interpreting the results of: the Shaft Inspection Device, non-destructive tests of drilled shaft foundations and load tests as appropriate.

GEOTECHNICAL ENGINEER for Category II Bridge Pile Foundations- 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) plus five (5) years of experience as a Geotechnical Engineer in responsible charge of geotechnical work, including at least one Category II bridge with pile foundations. Experienced in performing, analyzing and interpreting the results of: non-destructive testing of pile foundations, dynamic and static load testing, the Pile Driving Analyzer (PDA), CAPWAP and WEAP as appropriate.

GEOTECHNICAL ENGINEER for Category II Bridge Drilled Shaft Foundations- Registration in the State of Florida Board as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) plus five (5) years of experience as a Geotechnical Engineer in responsible charge of geotechnical work, including at least one Category II bridge with drilled shaft foundations. Experienced in performing, analyzing and interpreting the results of: the Shaft Inspection Device, non-destructive tests of drilled shaft foundations and load tests as appropriate.

CEI ENVIRONMENTAL SPECIALIST- A Bachelor's Degree in Environmental Science and three (3) years of professional experience and general background and knowledge in wetlands ecology, environmental permitting, wildlife surveys, wetland assessment, mitigation and management, management and erosion control practices, and/or hazardous waste and oil spill remediation, site restoration, environmental audits, contamination assessments, soil and groundwater remediation, and underground storage tank services as appropriate for the project. For project work involving management and erosion control practices, the individual shall be a qualified FDEP Stormwater Management Inspection.

QUALIFICATIONS:
NPDES FDEP Qualified

CERTIFICATIONS:
FDEP

PUBLIC INFORMATION OFFICER- High School Graduate or equivalent and be knowledgeable in public information and/or advertising involving mass circulation or distribution of literature, mass advertising or other similar activities and performed such work for at least three (3) years.

CEI RESIDENT COMPLIANCE SPECIALIST- High School Graduate or equivalent with one (1) year of experience as a resident compliance specialist on a construction project or two (2) years of assisting the compliance specialist in monitoring the project. Should have prior experience in both State 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, evaluate data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as well as spend time at the District Compliance office as determined necessary.

CEI SENIOR INSPECTOR BUILDING STRUCTURES - High School Graduate plus eight (8) years of experience in construction inspection with four (4) years of experience in performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting fields tests. Senior Building Structures Inspector must be fully knowledgeable of all aspects of the building construction to include masonry work and familiarization with the local and State building codes and ordinances. Work is performed under the general supervision of the Project Engineer.

CEI BUILDING INSPECTOR/ ELECTRICAL - High School Graduate plus five (5) years experience as a qualified building inspector or general contractor. Experience shall be actual field experience as a qualified building inspector or job superintendent. Inspector must be fully knowledgeable of all local and State building codes and ordinances.

CEI UTILITY COORDINATOR- High School Graduate or equivalent and be knowledgeable of Department's Standards, policies, procedures, and agreements and shall have a minimum of four (4) years of experience performing utility coordination in accordance with Department's Standards, policies, procedures and agreements.

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

Financial Project ID (s): 434688-1

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
FDOT Intermediate MOT
IMSA Traffic Signal Inspector Level I

Certifications:

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

GEOTECHNICAL TECHNICIAN- Knowledge in the use and provisions of the PDA system, WEAP and CAPWAP computer programs to analyze concrete/steel/timber piling in conjunction with dynamic load tests with a minimum of three (3) years of experience on at least two (2) Department bridge projects.

Qualifications:

CTQP Pile Driving Inspection
CTQP Drilled Shaft Inspection

SENIOR ITS INSPECTOR- High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in ITS construction inspection, plus the following:

Qualifications:

Fiber Installation Inspection and OTDR Fiber Testing
DMS Operation and Testing
Controller Operation and Testing
CCTV Installation, Operation and Testing
Familiarity with Existing Communication Equipment and Switches

Certifications:

IMSA Level II
Or a Civil Engineering degree and one (1) year of ITS CEI experience.

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.

ITS INSPECTOR- High school graduate or equivalent plus two (2) years' experience in construction inspection, one (1) year of which shall have been in ITS construction inspection, plus the following:

Qualifications:

Fiber Installation Inspection and OTDR Fiber Testing
DMS Operation and Testing
Controller Operation and Testing
CCTV Installation, Operation and Testing
Familiarity with Existing Communication Equipment and Switches

Certifications:

None
Or a Civil Engineering degree.

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.

CEI LANDSCAPE INSPECTOR- High School Graduate or equivalent plus five (5) years of commercial or roadway landscape construction experience or F.D.L.C. Certification plus two (2) years of commercial or roadway landscape construction experience or a degree in a related field plus three (3) years of commercial or roadway landscape construction experience. The individual must be skilled at plant identification, classification, and grades and standards for nursery plants as established by the manual "Grades and Standards for Nursery Plants" by the Florida Department of Agriculture and Consumer Services. The individual must be knowledgeable of current industry standards for landscape installation, including plans reading and irrigation system construction. The individual must have the ability to read and interpret contract documents. The individual will receive general supervision from the Senior Inspector who reviews work while in progress.

GEOTECHNICAL TECHNICIAN for Pile Foundations- Qualified CTQP Pile Driving Inspector, knowledgeable in pile installation in conjunction with dynamic load tests with a minimum of three (3) years of experience on at least two (2) Department bridge projects: for projects with Embedded Data Collectors (EDCs), certified EDC monitoring equipment operator.

GEOTECHNICAL TECHNICIAN for Drilled Shaft Foundations- Qualified CTQP Drilled Shaft Inspector, knowledgeable in drilled shaft installation with a minimum of three (3) years of experience on at least two (2) Department bridge projects.

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.

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 as directed by the Department and/or FIU.

11.0 QUALITY ASSURANCE (QA) PROGRAM:

11.1 Quality Assurance Reviews:

The Consultant shall conduct semi-annual reviews to ensure compliance with the requirements of the Agreement and in this Scope of Services. Quality Assurance (QA) reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of the Agreement. QA reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in the 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.

11.2 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 Department and/or FIU 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:

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

C. Quality Assurance Records:

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

D. Control of Subconsultants and Vendors:

The Consultant will 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 FIU and Department procedures.

11.3 Quality Records:

The Consultant shall maintain adequate records of the QA 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 Department and/or FIU, 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 AGREEMENT MANAGEMENT:

12.1 General:

- (1) With each monthly invoice submittal, the Consultant will provide a reviewed and approved status report for the Agreement. This report will provide the Consultant's 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.
- (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 a Supplemental Amendment Request (SAR) and all accompanying documentation to the Construction Project Manager for approval and further processing. The SAR is to be submitted at such time to allow the Department and/or FIU 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 Department and/or FIU. Any changes to the Consultant's work documented in an amendment to the Agreement as contemplated herein shall be made in accordance with the original scope of work identified under Section 2.0 of this Scope of Services.
- (3) The Consultant is responsible for performing follow-up activities to determine the status of each SAR submitted to the Department and/or FIU.

12.2 Invoicing Instructions:

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

If the monthly invoice cannot be submitted on time, the Consultant shall notify FIU prior to the due date stating the reason for the delay and the planned submittal date. Once

submitted, the Consultant 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 FIU 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 FIU and Department holidays are not considered workdays).

All charges to the 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 Department and FIU.

A final invoice will be submitted to FIU no later than the 60th day following final acceptance of the Project or as requested by the Department and/or FIU.

13.0 SUBCONSULTANT SERVICES:

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

14.0 OTHER SERVICES:

Upon written authorization by FIU, the District Construction Engineer 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 Department and/or FIU 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 arbitration hearings or litigation in connection with the Agreement.
- C. Provide on and off-site 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 DEPARTMENT AUTHORITY:

The Department and/or FIU 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.

EXHIBIT "B-1" TO FLORIDA INTERNATIONAL UNIVERSITY
AMENDMENT TO STANDARD PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

[SEE ATTACHED]

Exhibit B-1
To
FIU
Standard
Professional Services Agreement

Amendment to
CEI Comprehensive Scope of
Services

Exhibit "B-1"

Amendment to
CEI Comprehensive Scope of Services

This Amendment to CEI Comprehensive Scope of Services (the "Amendment") hereby modifies and becomes a part of the CEI Comprehensive Scope of Services ("Original CEI Scope of Services") attached as Exhibit "B" to the Standard Professional Services Agreement (the "CEI Agreement"). If there is any conflict between the terms of this Amendment and the Original CEI Scope of Services, the terms of this Amendment shall control. Capitalized terms used herein and not otherwise defined herein, unless the context otherwise requires, shall have the meanings set forth in the Original CEI Scope of Services.

The following changes are hereby made to the Original CEI Scope of Services attached as Exhibit "B" to the CEI Agreement:

1. The Consultant shall not be responsible for any Public Information Officer duties on the Project.
2. The Consultant shall not be responsible for any review, evaluation or inspection regarding Crime Prevention Through Environmental Design (CPTED) features of the Project.

EXHIBIT "C" TO FLORIDA INTERNATIONAL UNIVERSITY
STANDARD PROFESSIONAL SERVICES AGREEMENT

METHOD OF COMPENSATION

[SEE ATTACHED]

EXHIBIT "C"
METHOD OF COMPENSATION

**Construction Engineering and Inspection Services for
UniversityCity Prosperity Project**

Project/Proposal Number:

Financial Project Number: 434688-1

Federal Project No.: TGER-002-A

1.0 PURPOSE:

This Exhibit defines the limits and method of compensation to be made to the Contractor for services set forth in Exhibit "B" and the method by which payments shall be made.

2.0 ASSIGNMENT OF WORK:

Services to be provided on each task assignment/project will be initiated and completed as directed by the Department's Project Manager (his/her designee). A "Letter of Authorization" will be issued for each task assignment/project scheduled.

3.0 COMPENSATION:

Funds will be encumbered for each "Letter of Authorization."

The Department will authorize services based on need and availability of budget. Execution of this Agreement does not guarantee that the work will be authorized.

4.0 Payment will not be made to the Vendor until the products have been delivered and/or the specified services have been satisfactorily performed and accepted by the Department.

5.0 ESTABLISHMENT OF LETTER OF AUTHORIZATION AMOUNT:

For each "Letter of Authorization" (LOA)/Task Assignment, the contractor, following the Scope of Services as set forth in Exhibit "B", Scope of Services, shall prepare an estimate of work and price based on the rates established in the Price Proposal, and allowable expenses. Once an acceptable Maximum Amount has been agreed upon by the Contractor and the Department's Project Manager, a "Letter of Authorization" (LOA)/Task Assignment" shall be issued by the Project Manager. All work authorizations shall be completed within the terms of this Agreement.

The Department's Project Manager shall obtain fund approval for each authorization by an approved encumbrance prior to issuing the "Letter of Authorization" (LOA)/Task Assignment".

6.0 PROGRESS PAYMENTS:

The Contractor shall submit monthly invoices in a format acceptable to the Department. Payment shall be made at the unit billing rates established in the Price Proposal, for services provided as approved by the Department. The contract unit rates shall include costs of salaries, overhead, fringe benefits, operating margin, labor, travel, administrative expenses, materials, equipment, profit, insurance, bonding and all other incidentals required for the work. The Contractor shall also submit a Department Contract Completion Report (Form#:575-060-07) with each invoice.

For the satisfactory performance of the services detailed in each "Letter of Authorization/Task Assignment," the Contractor shall be paid up to the Maximum Amount. Payment for expenses shall

be made on the basis of actual allowable cost incurred as authorized and approved by the Department.

Invoices shall be submitted to: Florida International University

Facilities Construction Services
Attn: Alberto Delgado
Project Manager, CSC 251
11555 SW 17TH ST
Miami, Florida 33199

The Vendor has certified that 80% MBE/DBE utilization would be achieved for this contract. If MBE utilization was certified by the Vendor, an MBE payment certification form shall be submitted with each invoice to verify the MBE utilization.

If DBE utilization was certified, DBE payments are to be input each month at the following link:
<https://www3.dot.state.fl.us/EqualOpportunityOffice/bizweb/>

New users reporting DBE payments will need to contact the FDOT Service Desk at FDOT.ServiceDesk@dot.state.fl.us to get a BizWeb user ID and password to access the application.

7.0 DETAILS OF UNIT RATES:

Details of Unit Rates are contained in the Price Proposal, attached hereto and made a part hereof, for the performance of the Contractor's services set forth in Exhibit "B".

8.0 TANGIBLE PERSONAL PROPERTY:

This contract does not involve the purchase of State-Owned Tangible Personal Property, as defined in Chapter 273.05, Florida Statutes.

FIU Pedestrian Bridge - University City Prosperity Project / BT-904

CONSTRUCTION ENGINEERING & INSPECTION STAFF	Months																				TOTAL HRS
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
	Construction																				
FIU Lead Bridge & Structures	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	1485
Sr. Project Engineer - BPA	0.5	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	3094
Proj. Administrator / CSS - BPA	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.4	0.4	0.4	0.4	0.4	0.4	1551
Resident Compliance Specialist - AEE	0.5	0.8	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	3093
Sr. Bridge Inspector - BPA	1	1	1	1	1	1	1	0.5	0.5	0.5	0.5	1	1	1	1	0.5	0.5	0.5	0.5	0	1155
Sr. Bridge Inspector - TCG																					1155
Bridge / Rdwy / Bldg Insp. - BPA																					0
Public Information Officer - TCG																					0

CONSTRUCTION ENGINEERING & INSPECTION STAFF	TOTAL HRS	Company	Actual Rate on 7/1/18 Percentile Cap	Loaded	OM	OT	Total Hours	Unloaded			FCM	Expense	OM	Examined	Total
								BPA	TCG	AEE					
Sr. Project Engineer - BPA	1485	BPA	\$ 64.00	\$ 71.42	\$ 25.60	0	1485	\$ 95,940.00	\$ 86,429.38	\$ 0.173	\$ 19,560.73	\$ 38,016.00	\$ 29,111.684	\$ 111,606.00	
Proj. Administrator / CSS - BPA	3094	BPA	\$ 43.27	\$ 48.29	\$ 17.13	0	3094	\$ 133,877.38	\$ 121,748.09	\$ 115.13	\$ 27,538.58	\$ 53,550.05	\$ 318,830.13	\$ 214,076.00	
Resident Compliance Specialist - AEE	1551	AEE	\$ 21.75	\$ 33.92	\$ 5.22	0	1551	\$ 33,724.25	\$ 37,178.32	\$.	\$ 15,426.67	\$ 6,094.42	\$ 9,435.66	\$ 155,046.00	
Sr. Bridge Inspector - BPA	3093	BPA	\$ 31.80	\$ 35.40	\$ 12.72	305.3	3358	\$ 106,793.94	\$ 97,118.41	\$ 93.84	\$ 21,867.51	\$ 42,717.58	\$ 248,669.28	\$ 101,892.64	
Sr. Bridge Inspector - TCG	1155	TCG	\$ 31.69	\$ 38.24	\$ 9.10	115.5	1271	\$ 40,282.15	\$ 45,430.41	\$ 109.93	\$ 4,014.14	\$ 11,676.02	\$ 76,216.64	\$ 76,216.64	
Bridge / Rdwy / Bldg Insp. - BPA	1155	BPA	\$ 24.00	\$ 26.78	\$ 9.60	115.5	1271	\$ 30,487.08	\$ 32,428.04	\$ 26.27	\$ 6,272.10	\$ 12,836.80	\$ 76,216.64	\$ 76,216.64	
Public Information Officer - TCG	0	TCG	\$ 31.25	\$ 38.77	\$ 9.68	0	0	\$.	\$.	\$.	\$.	\$.	\$.	\$ 1,117,681.19	

Company	TOTAL	%
BPA	\$ 921,352.89	82%
TCG	\$ 101,892.64	9%
AEE	\$ 94,435.66	8%
	\$ 1,117,681.19	

Surveys Between Personnel = \$ 10,000.00

GRAND TOTAL
\$ 1,117,681.19

EXHIBIT "D" TO FLORIDA INTERNATIONAL UNIVERSITY
STANDARD PROFESSIONAL SERVICES AGREEMENT

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For
PROFESSIONAL SERVICE CONTRACTS

(Note: The Attached FDOT Form 375-040-84 04/15 duplicates Terms Set Forth in "Exhibit A" Agreement
Terms, 9. Terms for Federal Aid Projects)

[SEE ATTACHED]

Exhibit D
To
FIU
Standard
Professional Services Agreement

LOCAL AGENCY PROGRAM FEDERAL-AID
TERMS
For
PROFESSIONAL SERVICE CONTRACTS
(FDOT Form 375-040-84 04/15)

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

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TERMS FOR FEDERAL AID CONTRACTS (APPENDIX II):

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

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

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 Transactions" 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,

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

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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.