Sponsored by: Williams

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-80

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING THE PROFESSIONAL SERVICE AGREEMENT BETWEEN THE CITY AND RS&H, INC., FOR CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE REPLACEMENT OF THE 117TH STREET, 116TH STREET, & 112TH STREET BRIDGES IN AN AMOUNT NOT TO EXCEED $761,344.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Marathon (the "City") issued a Request for Qualification for Construction Engineering and Inspection Services related to the 117th Street, 116th Street, & 112th Street Bridge replacement design-build construction project; and

WHEREAS, on (date) May 14th, 2026, 2 two submittals were received and evaluated by the City's evaluation committee ; and

WHEREAS, RS&H, Inc (the "Consultant") was evaluated as the highest ranked firm; and

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

WHEREAS, the City finds that entering into an agreement for the Project with the Consultants are in the best interest of the City.

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

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

Section 2. The Contract between the City and the Contractor for the construction of the Project in an amount not to exceed $761,344.00, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City Attorney, is hereby approved. The City Manager is authorized to execute the Contract and expend budgeted funds on behalf of the City.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 8th DAY OF SEPTEMBER 2026.

THE CITY OF MARATHON, FLORIDA

Lynny Del Gaizo, Mayor

AYES: Still, Landry, Matlock, Struyf, Del Gaizo
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:

Diane Clavier, City Clerk

(City Seal)

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

Steve Williams, City Attorney

Docusign Envelope ID: 27DE46B6-B8F5-889E-814B-879BC07A7EEA

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MARATHON AND

FOR

Construction Engineering and Inspection (CEI) Services

THIS AGREEMENT is made between RS&H, INC, a corporation or individual, (hereinafter the "Consultant"), and the **CITY OF MARATHON, FLORIDA,** a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Construction Engineering and Inspection Services related to the 117th Street, 116th Street, & 112th Street Bridge replacement design-build construction project (the "Project"); and

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

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

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

1.1 The Consultant shall furnish professional services to the City as set forth in the Scope of Services as specified in Exhibit "A," attached to this Agreement and incorporated herein by this reference.

1.2 The "Scope of Services" includes breakdown of tasks, timelines and deliverables to the City.

2. **Term/Commencement Date.**

2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through February 28, 2028 unless earlier terminated in accordance with Paragraph 8 herein or completion of the project. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Consultant.

2.2 The Consultant agrees that time is of the essence and the Consultant shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

Docusign Envelope ID: 27DE46B6-B8F5-889E-814B-879BC07A7EEA

3. **Compensation and Payment.**

3.1 The Consultant shall be compensated in accordance with Federal cost principals as indicated below:

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

_X__On a time and material/expense basis to complete the Scope of Services, provided, however, that total payments to the Consultant shall not exceed **$761,344.00** as estimated in Exhibit B, without the prior written approval of the City. The Consultant shall submit it's bills in arrears upon the completion of each task or deliverable in accordance with the Project Schedule or on a monthly basis in a form approved by the City. The bills shall show or include: (i) the task(s) performed; (ii) the time devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any.
Expenses not expressly authorized by this Agreement shall not be reimbursed.

_____Specific rates of compensation: Provides for reimbursement on the basis of direct labor hours at specified hourly rates, including direct labor costs, indirect costs, and fee or profit, plus any other direct expenses or costs, subject to an agreement maximum or not to exceed amount. Shall only be used when it is not possible to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy at the time of procurement. This method should be limited to contracts or components of contracts for specialized or support type services where the consultant is not in direct control of the number of hours worked, such as CEI services.

3.2 The City shall pay the Consultant in accordance with the Florida "Prompt Payment Act." FS CH 218 Part VII

3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager, whose decision shall be final.

3.4 The Consultant hereby acknowledges that the computation of all overhead rate and direct salary wages comply with the requirements of 23 USC 112(b)(2)(C)-(D) and 23 CFR 172.7(b).

4. **Subconsultants.**

4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Project.

4.2 Any subconsultants used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

5.1 The City shall furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by the Consultant, in possession of the City.

5.2 The City shall arrange for access to and make all provisions for the Consultant to enter upon real property as required for the Consultant to perform services as may be requested in writing by the Consultant (if applicable).

6. **Consultant's Responsibilities.**

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a Professional Consultant under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Consultant shall at the Consultant's sole expense, immediately correct the work.

6.2 The Consultant shall utilize the U.S. Department of Homeland Security's **E-Verify** system to verify the employment eligibility of all new employees hired by the Consultant during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

Docusign Envelope ID: 27DE46B6-B8F5-889E-814B-879BC07A7EEA

6.3 The Consultant shall comply with the terms and provisions of the "Local Agency Program Federal-Aid Terms for Professional Services Contract, form # 375-040-84, **Exhibit C** attached.

6.4 The Consultant shall provide cooperation with the Inspector General required by section 20.055(5) FS and LAP Agreement 17.o.

6.5 The CONSULTANT shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the CONSULTANT or its subconsultants, or both. The Consultant shall comply with the requirements of section 337.015, F.S. Claims against the Consultant for time overruns and substandard work products not in conformance with contract specifications shall be vigorously pursued.

6.7 No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

7. **Conflict of Interest.**

7.1 Neither the City nor any of its consultants or their sub-consultants shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the City or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the City, the City, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the City or the locality relating to such contract, subcontract or arrangement. Consultant shall abide with the provisions of 23 CFR 1.33 and 23 CFR 172.7(b)(4)

7.2 No member, officer or employee of the City or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

7.2 The consultant shall execute FDOT form 375-030-50, attached to the RFQ, and said form shall be incorporated into this agreement.

8. **Termination.**

8.1 In the event that the CONSULTANT shall be found to be negligent in any aspect of service, the CITY shall have the right to terminate this agreement after five days written notification to the CONSULTANT.

Docusign Envelope ID: 27DE46B6-B8F5-889E-814B-879BC07A7EEA

8.2 Either of the parties hereto may cancel this Agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

Upon receipt of the City's written notice of termination, the Consultant shall stop work on the Project.

8.3 Termination for Cause and Remedies: In the event of breach of any contract terms, the CITY retains the right to terminate this Agreement. The CITY may also terminate this agreement for cause with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, prior to termination, the CITY shall provide CONSULTANT with five (5) calendar days' notice and provide the CONSULTANT with an opportunity to cure the breach that has occurred. If the breach is not cured, the Agreement will be terminated for cause. If the CITY terminates this agreement with the CONSULTANT, CITY shall pay CONSULTANT the sum due the CONSULTANT under this agreement prior to termination, unless the cost of completion to the CITY exceeds the funds remaining in the contract; however, the CITY reserves the right to assert and seek an offset for damages caused by the breach. The maximum amount due to CONSULTANT shall not in any event exceed the spending cap in this Agreement. In addition, the CITY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation.

8.4 Termination for Convenience: The City may terminate this Agreement for convenience, at any time, upon sixty (60) days' notice to CONSULTANT. If the CITY terminates this agreement with the CONSULTANT, CITY shall pay CONSULTANT the sum due the CONSULTANT under this agreement prior to termination, unless the cost of completion to the CITY exceeds the funds remaining in the contract. The maximum amount due to CONSULTANT shall not exceed the spending cap in this Agreement. In addition, the CITY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation.

8.5 In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.3 herein.

8.6 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

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

9.1 Worker's Compensation and Employer's Liability Insurance. If applicable, coverage to apply for all employees at minimum statutory limits as required by Florida Law for Worker's Compensation, and the following limits for Employer Liability Insurance:

Each Accident $100,000
Disease - Each Employee $100,000
Disease - Policy Limit $500,000

9.2 Comprehensive Automobile and Vehicle Liability Insurance. Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than $1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

9.3 Commercial General Liability. If applicable, commercial general liability coverage with limits of liability of not less than $1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. The insurance certificate shall indicate "per occurrence."

Body Injury Per Person	$500,000
Per Occurrence	$1,000,000
Property Damage per Occurrence	$1,000,000

9.4 Professional Liability: The Consultant shall furnish professional liability errors and omissions insurance coverage in an amount not less than $2,000,000.

9.5 The Consultant shall furnish Certificates of Insurance to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. If the insurance policies expire during the term of the contract, a renewal certificate shall be furnished to the City thirty (30) days prior to the renewal date.

10. **Nondiscrimination.**

10.1 The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT will take affirmative action to ensure that applicants

are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

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

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

12. **Indemnification.**

12.1 **INTENTIONALLY LEFT BLANK**

12.2 To the extent provided by law, the Consultant shall indemnify, defend, and hold harmless the City and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Consultant, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Consultant.

Docusign Envelope ID: 27DE46B6-B8F5-889E-814B-879BC07A7EEA

The foregoing indemnification shall not constitute a waiver of the Department's or the City's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the Consultant to indemnify the City for the negligent acts or omissions of City, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Consultant to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

13. FHWA REQUIREMENTS

13.1 **PUBLIC ENTITY CRIMES ACT**- In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a consultant, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to the City, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to the City, may not be awarded or perform work as a consultant, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the City in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months form the date of being placed on the convicted vendor list. Violation of this section by the Consultant shall result in rejection of the Proposal, termination of the contract, and may cause Consultant debarment.

13.2 **NON-COLLUSION AFFIDAVIT:** Any person submitting a proposal in response to this invitation must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Respondents, the proposals of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future bids for the same work.

13.3 DRUG-FREE WORKPLACE FORM: Any person submitting a bid or proposal in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with his bid or proposal. Failure to complete this form in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.

13.4 LOBBYING AND CONFLICT OF INTEREST CLAUSE: Any person submitting a bid or proposal in response to this invitation must execute the enclosed LOBBYING AND CONFLICT OF INTEREST CLAUSE and submit it with his bid or proposal. Failure to complete this form in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.

13.5 CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS. Any person submitting a bid or proposal in response to this invitation must execute the enclosed CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS and submit it with his bid or proposal. Failure to complete this form in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.

13.6 CERTIFICATION FOR TRUTH IN NEGOTIATION FOR FEDERAL AID CONTRACTS. Any person submitting a bid or proposal in response to this invitation must execute the enclosed TRUTH IN NEGOTIATION CERTIFICATION and submit it with his bid or proposal. Failure to complete this form in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.

13.7 FINANCIAL AND LITIGATION INFORMATION. Failure to submit the information as outlined in Section 1.09 CONTENT OF SUBMISSION, TAB 5, page 8 and 9 in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.

14. **Notices/Authorized Representatives.**

14.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

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

With a Copy to: City Attorney
9805 Overseas Hwy
Marathon, FL 33050

For The Consultant: RS+H, Inc
Attn: Legal Department
10748 Deerwood Park blvd South
Jacksonville, FL 32256

15. **Governing Law**.

15.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this

Docusign Envelope ID: 27DE46B6-B8F5-889E-814B-879BC07A7EEA

Agreement shall be in Monroe County, Florida, Middle Keys Division of the Circuit Court or the Southern District of Florida.

16. **Entire Agreement/Modification/Amendment.**

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

16.2 All conditions and related information in the RFQ for this project are hereby incorporated in this agreement.

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

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

17.1.1 Access to Public Records. The CONSULTANT shall comply with the applicable provisions of Chapter 119, Florida Statutes.

All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City. The Records are not intended or represented to be suitable for use, partial use, or reuse by the City or others on extensions of this project or on any other project. Any such use, reuse, or modifications made by the City to any of Consultant's Records will be at City's sole risk and without liability to Consultant, and City shall, to the extent allowable by Florida law, and subject to Section 768.28, Florida Statute, and all monetary limits listed therein, indemnify, defend and hold Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom.

17.1.2 The "CONSULTANT" as defined by Section 119.0701(1)(a), Florida Statutes, and shall comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the

Docusign Envelope ID: 27DE46B6-B8F5-889E-814B-879BC07A7EEA

records to the City.

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

17.1.3 Public Records" is defined in Section 119.011(12), Florida Statutes, and includes all documents, papers, letters, photographs, data processing software, or other material, regardless of physical form, made or received in connection with this Agreement.

17.1.4 Should the CONSULTANT assert any exemption to the requirements of Chapter 119 and related law, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONSULTANT.

17.1.5 The CONSULTANT consents to the City's enforcement of the CONSULTANT's Chapter 119 requirements by all legal means, including, but not limited to, a mandatory injunction, whereupon the CONSULTANT shall pay all court costs and reasonable attorney's fees incurred by the City.

17.1.6 The CONSULTANT's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by the CONSULTANT shall be grounds for immediate unilateral cancellation of this Agreement by the City.

17.1.7 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-743-0033, CITYCLERK@CI.MARATHON.FL.US, OR 9805 OVERSEAS HIGHWAY, MARATHON FLORIDA 33050.

17.1.8 Inspection and Audit. During the term of this Contract and for five (5) years from the date of final payment, the CONSULTANT shall allow CITY representatives access during reasonable business hours to CONSULTANT'S records related to this Contract for the purposes of inspection or audit of such records. If upon an audit of such records, the CITY determines the CONSULTANT was paid for services not performed, upon receipt of written demand by the CITY, the CONSULTANT shall remit such payments to the CITY.

18. **Non-Assignability.**

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

19. **Severability.**

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

20. **Independent Contractor.**

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

21. **Compliance with Laws.**

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

22. **Waiver**

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

23. **Survival of Provisions**

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

24. **Prohibition Of Contingency Fees.**

24.1 In accordance with F.A.R. 52.203-5, the Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or

firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

25. **Counterparts**

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

26. **Miscellaneous**

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

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

Attest:

Diane Clavier, City Clerk

CITY OF MARATHON

By: _____

Steve Williams, City Manager

Date: 10/1/25

CONSULTANT

Signed by:

By: Bill Downey

F752000E50F44B0...

Its: Bill Downey, Vice President

Date: ~~9/24/2026~~

Date: 10/1/2026

Docusign Envelope ID: 27DE46B6-B8F5-889E-814B-879BC07A7EEA

EXHIBIT A

SCOPE OF

WORK

1.0 *Purpose*

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

The Consultant shall provide Construction Engineering and Inspection Services for The 117th Street, 116th Street, and 112th Street Bridges Replacement Project within the City limits of The City of Marathon.

2.0 *SCOPE*

Provide services as defined in this Scope of Services, the referenced Department manuals, and procedures.

County Monroe

Minimum Qualifications: The City requires the services of a firm or individual pre-qualified by FDOT for WORK GROUP TYPES 5.0 Bridge Inspection, 5.1 Conventional Bridge Inspection, 10.0 Construction Engineering Inspection, 10.1 Roadway Construction Engineering Inspection, 10.3 Construction Material Inspection, 10.4 Minor Bridge & Miscellaneous Structures, and 11.0 Engineering Contract Administration and Management.

The Consultant shall exercise their independent professional judgment in performing their obligations and responsibilities under this Contract. Pursuant to Section 4.1.5 of the FDOT's Construction Project Administration Manual (CPAM).

The Project Administrator shall be identical to the Department's Resident Engineer and Project Administrator respectively and shall be interpreted as such.

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

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

Docusign Envelope ID: 27DE46B6-B8F5-889E-814B-879BC07A7EEA

The Consultant shall utilize the U.S. Department of Homeland Security's **E-Verify system** to verify the employment eligibility of all new employees hired by the Consultant during the term of the Contract and shall expressly require any subconsultants performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant during the Contract term.

3.0 LENGTH OF SERVICE:

The Consultant services for each construction contract shall begin upon written notification to proceed by City.

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

For estimating purposes, the Consultant will be allowed an accumulation of fifteen (15) calendar days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed on the first project and thirty (30) calendar days to demobilize after final acceptance of the last Construction Contract.

The anticipated work schedules and deliverables for the projects are tabulated below:

117th Street Bridge

Activity	Start Date	Duration
Letting	05/10/26	60 Days
Construction	07/15/2026	215 Days

116th Street & 112th Street Bridges

Letting	10/1/2026	60 Days
Construction	12/01/2026	220 Days

Work shall continue until the project is complete

Docusign Envelope ID: 27DE46B6-B8F5-889E-814B-879BC07A7EEA

4.0 DEFENITIONS:

A. Agreement: The Professional Services Agreement between the City and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.

B. City: The City of Marathon

C. Contractor: The individual, firm, or company contracting with the City for performance of work or furnishing of materials.

D. Construction Contract: The written agreement between the City and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.

E. Construction Project Manager: The City employee assigned to manage the Construction Engineering and Inspection Contract and represent the City during the performance of the services covered under this Agreement.

F. 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.

G. Consultant: The Consulting firm under contract to the City for administration of Construction Engineering and Inspection services.

H. Consultant Project Administrator: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.

I. Consultant Senior Project Engineer: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.

J. Department: the Florida Department of Transportation

K. District Contract Compliance Manager: The administrative head of the District Contract Compliance Office.

L. Consultant CEI Manager: The City employee assigned to administer the Consultant Construction Engineering and Inspection (CCEI) Program in the District.

Docusign Envelope ID: 27DE46B6-B8F5-889E-814B-879BC07A7EEA

M. District Professional Services Administrator: The Administrative Head of the Professional Services Office.

N. District Secretary: The Chief Executive Officer in each of the Department's eight (8) Districts.

O. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.

P. Public Information Office: The City's office assigned to manage the Public Information Program.

Q. Resident Compliance Specialist: The employee assigned by the Consultant to oversee project specific compliance functions.

R. Resident Engineer: The Engineer assigned to a particular County or area to administer Construction Contracts for the City.

5.1 ITEMS TO BE FURNISHED BY THE CITY TO THE CONSULTANT:

A. The City, on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.

1. Construction Plans,
2. Specification Package,
3. Copy of the Executed Construction Contract, and
4. Utility Agency's Approved Material List (if applicable).

B. The city will assist with connection to the FDOT Network by the Consultant through either dialup communications, authorized Virtual Private Network (VPN) or approved leased lines for uploading required information for acceptance by the Department. Appropriate approvals must be received from the Department prior to their use.

C. The Department will furnish and support the software packages for Site Manager.

6.1 ITEMS FURNISHED BY THE CONSULTANT:

6.2 Department Documents:

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

Florida Department of Transportation Maps and Publication Sales
605 Suwannee Street, MS 12

Docusign Envelope ID: 27DE46B6-B8F5-889E-814B-879BC07A7EEA

Tallahassee, Florida 32399-0450
Telephone No. (850) 488-9220

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

6.3 Office Automation:

Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement.

Provide each inspection staff with a laptop computer running Site Manager 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.

All informational, contractual and other business required for this project will be through a system of paperless electronic means. When the specifications require a written submission of documentation, such documents must be submitted electronically.

All documents requiring a signature must be executed electronically by both parties in accordance with Chapter 668, Florida Statutes, and have the same force and effect as a written signature. The Department and City will provide a web-based collaboration site to facilitate the electronic document exchange. All persons requiring access to the collaboration site shall be identified during the preconstruction conference. All persons that normally sign paper documents, and will be using the site, must acquire digital signature certificates.

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 this 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

6.4 Field Office:

If the Consultant does not have an office space within the limits of the City of Marathon or within one hour of the project, they shall provide a field office with sufficient room and furnishings to effectively carry out their responsibilities under this Scope of Services. Field office shall be approved by the City.

Field Office expenses will be compensated in accordance with Exhibit B, Method of Compensation.

6.5 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.

6.6 Field Equipment:

Supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items.

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

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

Handling of nuclear density gauges shall be in compliance with their license.

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.

6.7 Licensing for Equipment Operations:

Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the City, upon request.

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

7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:

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

Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

Submit all administrative items relating to Invoice Approval, Personnel Approval, User IDs, Time Extensions, and Supplemental Amendments to the Construction Project Manager for review and approval.

8.1 PERFORMANCE OF THE CONSULTANT:

During the term of this Agreement and all Supplemental Amendments thereof, the City will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. Cooperate and assist City representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. City recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.

B. Immediately replace personnel whose performance has been determined by the Consultant and/or the City to be inadequate.

C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.

D. Increase the scope and frequency of training of the Consultant personnel.

8.2 Consultant Evaluation

Upon completion of the project, the City shall perform a formal evaluation of the consultant performance on the project and overall performance of the services provided.

9.1 REQUIREMENTS OF THE CONSULTANT:

9.2 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.

Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the City, and direct the Contractor to correct such observed discrepancies.

Pursuant to Section 337.11(8)(a), Florida Statutes, the Consultant is hereby designated by the City to negotiate within the thresholds established in the CPAM. Approval of any modification to the construction contract shall be made by the City. Seek input from the Construction Project Manager relating to all Supplemental Agreement requests. Supplemental Agreements must be determined to be in accordance with Florida law by the City prior to approval by the Consultant. For any Supplemental Agreement, prepare the Supplemental Agreement as a recommendation to the City, which the City may accept, modify or reject upon review. Consult with the Construction Project Manager as necessary and direct all issues, to the Construction Project Manager for City action or direction.

Inform 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.

9.3 Survey Control:

Check the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project.

Any questions or requests for "Waiver of Survey" should be directed to the City.

9.4 On-site Inspection:

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

Docusign Envelope ID: 27DE46B6-B8F5-889E-814B-879BC07A7EEA

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

9.5 Sampling and Testing:

Coordinate 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, 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 Consultant will coordinate inspection and sampling of materials and components at locations remote from the project site and the Consultant will coordinate testing of materials normally done in a laboratory remote from the project site.

Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

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

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

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

Transport samples to be tested in an approved laboratory to the appropriate laboratory or appropriate local FDOT facility.

Input verification testing information and data into the Department's database using written instructions provided by the Department.

9.6 Engineering Services:

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

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

(1) Coordinate and attend a pre-construction meeting. Consultant shall coordinate with the City and all other appropriate agencies and firms to insure any and all potentially impacted and required entities attend.

Docusign Envelope ID: 27DE46B6-B8F5-889E-814B-879BC07A7EEA

(2) Schedule and attend a meeting with the District Compliance Manager prior to the Pre-construction Conference. The Resident Compliance Officer shall attend this meeting.

(3) Schedule and attend Site Manager/EDMS informational meeting with the District Construction Office as may be required to insure all required information is transmitted satisfactory to the Department. Provide appropriate staff to attend and participate in these meetings.

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

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

(5) Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns as detailed in CPAM.

(6) Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.

(7) Monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, City's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including City and Local Government owned facilities.

Identify, review, and track progress of Joint Project Agreements, and/or other City and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.

(8) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the City to make timely payment to the Contractor.

(9) Prepare and make presentations for meetings and hearings before the Dispute Review Boards in connection with the project covered by this Agreement.

Docusign Envelope ID: 27DE46B6-B8F5-889E-814B-879BC07A7EEA

(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 Departments procedures.

(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, Davis-Bacon, Payroll, and Subcontracts. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review; and assist the District Contract Compliance Manager as requested.

(12) The Consultant shall perform the field interviews, provide workspace and supplies for project compliance files.

(13) The City will provide Public Information Services. Contractor shall provide the necessary information to the City for said information.

(14) If requested, maintain a website linked to the City's website and provide current and accurate information. All web applications must meet the standards established in Section 508 of the Rehabilitation Act. The website must be capable of receiving e-mail inquiries regarding the project. The website may be continued for the duration of this contract.

(15) Prepare and submit to the Construction Project Manager monthly, a Construction Status Reporting System (CSRS) report, in a format acceptable by the City.

(16) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.

(17) Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.

These photographs will be filed and maintained on the Consultant's computer using a Digital Photo Management system.

Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

9.7 Geotechnical Engineering:

The Consultant will be responsible to the City for the satisfactory performance and timeliness of these services.

The prime Consultant will be required to interact with the City's Geotechnical Engineer of record and any geotechnical subconsultant assigned to the project.

Become familiar with the existing site conditions and the contract documents. Observe and record the progress and quality of foundation work to determine that the foundations are constructed at the correct locations and elevations, identify discrepancies, and direct the Contractor to correct such observed discrepancies. 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. Inspect and verify that the Contractor has performed the foundation work in accordance with applicable FDOT Specification Section 455 and other contract documents. Assure that any specialty work is completed as necessary to accomplish its intent.

The following geotechnical engineering services shall be performed:

1) Spread Footings:

- Observe construction of spread footing foundations and verify that they are founded at the required elevation and on the proper soil/rock material.
- Verify the Construction Plan requirements and the applicable specifications are followed throughout the spread footing construction.
- Evaluate problems encountered during construction and coordinate with the DGE and the Contractor to resolve such problems.

2) Density Test:

- Process and review the compaction of subgrade, base, and other material requiring a certain density to meet the standard specifications.

3) Pre-cast/Pre-stressed Members:

Coordinate the any required certification of casting yards as may be required by the Department in conjunction with the fabrication of any pr-stressed or pre-cast materials used.

4) Pile Loading:

Coordinate the requisite pile loading testing in accordance with FDOT requirements for new pile installation.

10.1 PERSONNEL:

10.2 General Requirements:

Provide qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. Method of compensation for personnel assigned to this project is outlined in Exhibit "B."

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

Docusign Envelope ID: 27DE46B6-B8F5-889E-814B-879BC07A7EEA

Estimated staffing of personnel to be assigned for each contract is outlined as follows:

1 Senior Project Engineer

1 Project Administrator

1 Contract Support Specialist

1 Senior Bridge Inspectors

1 Inspectors

1 RCS / Secretary / Clerk

10.3 Personnel Qualifications:

Provide competent personnel qualified by experience and education. 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 City. Staff that has been removed shall be replaced by the Consultant within one week of City notification.

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

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

CEI SENIOR PROJECT ENGINEER - A Civil Engineering degree and registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience [(two (2) years of which are in major road or for non-degreed personnel the aforementioned registration and ten (10)

Docusign Envelope ID: 27DE46B6-B8F5-889E-814B-879BC07A7EEA

years of engineering experience (two (2) years of which are in major road). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with Department standards. Also must have the following:

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

CERTIFICATIONS:
FDOT Advanced MOT

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

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

CPTS years of experience must have included a minimum of twelve (12) months experience in each of the following areas: (1) casting yard operations and related surveying; (2) segment erection and related surveying, post-tensioning (PT) of tendons and grouting of prestressing steel.

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

QUALIFICATIONS:
CTQP Final Estimates Level II

CERTIFICATIONS:
FDOT Advanced MOT

OTHER:
Attend CTQP Quality Control Manager Course and pass the examination.

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

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

Docusign Envelope ID: 27DE46B6-B8F5-889E-814B-879BC07A7EEA

QUALIFICATIONS:
CTQP Final Estimates Level II

CEI SENIOR INSPECTOR/SENIOR ENGINEER INTERN – High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection with the exception of Complex Category 2 (CC2) bridge structures or a Civil Engineering degree and one (1) year of road 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.)

Must have the following as required by the scope of work for the project: QUALIFICATIONS:
CTQP Concrete Field Technician Level I
CTQP Concrete Field Inspector Level II
CTQP Asphalt Roadway Level I
CTQP Asphalt Roadway Level II CTQP Earthwork Construction Inspection Level I
CTQP Earthwork Construction Inspection Level II
CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)
FDOT Intermediate MOT
CTQP Final Estimates Level I

CERTIFICATIONS:
FDOT Intermediate MOT
Nuclear Radiation Safety
Training and Certification Program for Inspectors and Contractors

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

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

CEI INSPECTOR/ENGINEER INTERN - High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in roadway construction inspection, or an Engineer Intern with a Civil Engineering degree (requires certificate) having the ability to earn the required qualifications and certifications within one year, plus demonstrated knowledge in the following:
Must have the following as required by the scope of work of the project:
QUALIFICATIONS:
CTQP Concrete Field Inspector Level I
CTQP Asphalt Roadway Level I
CTQP Earthwork Construction Inspection Level I
lighting structures,)
CTQP Pile Driving Inspection
CTQP Final Estimates Level I
FDOT Intermediate MOT

Docusign Envelope ID: 27DE46B6-B8F5-889E-814B-879BC07A7EEA

CERTIFICATIONS:
FDOT Intermediate MOT
Nuclear Radiation Safety
Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

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.

CEI INSPECTORS AIDE - High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors. Must obtain FDOT Intermediate MOT within the first six months of the assignment.

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

CEI RESIDENT COMPLIANCE SPECIALIST/ SECRETARY/ CLERK -
Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction project or two (2) years of assisting the compliance officer in monitoring the project. Should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluate

data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and staff.

10.4 Staffing:

Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the City has received a regular acceptance letter.

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

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

11.1 QUALITY ASSURANCE (QA) PROGRAM:

11.2 Quality Assurance Plan:

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

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

A. Organization:

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

B. Quality Assurance Reviews:

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

C. Quality Assurance Records:

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

D. Control of Subconsultants and Vendors:

Detail the methods used to control subconsultant and vendor quality.

E. Quality Assurance Certification:

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

11.3 Quality Assurance Reviews:

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

On short duration CCEI projects (nine (9) months or less), the CCEI shall perform an initial QA review within the first two (2) months of the start of construction.

On asphalt projects, the CCEI shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25%

Docusign Envelope ID: 27DE46B6-B8F5-889E-814B-879BC07A7EEA

of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CCEI staff.

11.4 Quality Records:

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

12.1 CERTIFICATION OF FINAL ESTIMATES:

12.2 Final Estimate and As-Built Plans Submittal:

Prepare documentation and records in compliance with the Agreement, Statewide Quality Control (QC) Plan, or Consultant's approved QC Plan and the City's Procedures as required by Section 4.1.4 of Review and Administration Manual.

Submit the Final Estimate(s) and one (1) set of final "as-built plans" documenting the Contractor's work in accordance with the Review and Administration Manual.

Revisions to the Certified Final Estimate will be made at no additional cost to the City.

12.3 Certification:

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

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

12.4 Offer of Final Payment:

Prepare the Offer of Final Payment package as outlined in Chapter 14 of the Review and Administration Manual. The package shall accompany the Certified Final Estimates Package submitted to the District Final Estimates Office for review. The Consultant shall be responsible for forwarding the Offer of Final Payment Package to the Contractor.

13.1 AGREEMENT MANAGEMENT:

13.2 General:

(1) With each monthly invoice submittal, the Consultant will provide a Status Report for the Agreement. This report will provide the an accounting of the additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant. The Consultant will provide a printout from the Equal Opportunity Reporting System showing the previous month's payments made to subconsultants. Invoices not including this required information may be rejected.

Docusign Envelope ID: 27DE46B6-B8F5-889E-814B-879BC07A7EEA

(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, prepare and submit an Amendment Request (AR), and all accompanying documentation to the Construction Project Manager for approval and further processing. The AR is to be submitted at such time to allow the City 12 weeks to process, approve, and execute the AR. The content and format of the AR and **accompanying** documentation shall be in accordance with the instructions and format to be provided by the City.

(3) The Consultant is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to the City.

13.3 Invoicing Instructions:

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

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

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

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

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

14.1 OTHER SERVICES:

Upon written authorization by 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 City to supplement the Consultant services under this Agreement.

A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.

B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.

C. Provide inspection services in addition to those provided for in this Agreement.

D. Provide services determined necessary for the successful completion and closure of the Construction Contract.

Docusign Envelope ID: 27DE46B6-B8F5-889E-814B-879BC07A7EEA

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, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

16.0 CONTRADICTIONS:

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

17.0 THIRD PARTY BENEFICIARY

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

18.0 CITY AUTHORITY

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

Docusign Envelope ID: 27DE46B6-B8F5-889E-814B-879BC07A7EEA

Docusign Envelope ID: 27DE46B6-B8F5-889E-814B-879BC07A7EEA

EXHIBIT B

	Start Const.	Duration Constr.	Last Const. Day	30 day closeout	Note	117th: 240 days with 60 days early start/final package
COMBINED PROJECT SUMMARY	9/1/2026	340	8/7/2027	9/6/2027		112, 116th: anticipated Nov start 280 days

RS&H

CITY OF MARATHON
TOTAL CEI PROJECT BUDGET

SUMMARY OF 117TH, 116TH, AND 112TH STREET BRIDGES

Estimated Contract Duration per RFP	2026 Aug	Sept	Oct	Nov	Dec	2027 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Man-Months	Man-Hours	Labor	10% OT
117th, 116th, and 112th Street Bridges																			
FIN #'s																			
RS&H, Inc.																			
Jacki Hart, PE - Senior Project Engineer -Hourly Rate $230		0.50	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.50		2.10	336.00	$ 77,280.00	N/A
Jerry Clark - Project Administrator-Hourly Rate $170		0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80		10.40	1664.00	$ 282,880.00	N/A
Lisa Littlefield-Inspector- Hourly Rate $85			0.15		0.15	0.15		0.20		0.15		0.20				1.00	160.00	$ 13,600.00	$ 1,360.00
RCS- hourly rate $73	0.05	0.10	0.10	0.15	0.15	0.15	0.15	0.15	0.15	0.10	0.10	0.10	0.10			1.55	248.00	$ 18,104.00	N/A
Subtotal																15.05	2408.00	$ 391,864.00	$ 1,360.00
Subconsultants																			
subcontractor																			
Senior Bridge Inspector - Hourly Rate $110		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.50		0.20				8.50	1402.50	$ 154,275.00	$ 15,427.50
Senior Bridge Inspector - Hourly Rate $110					1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.50		9.50	1567.50	$ 172,425.00	$ 17,242.50
Subtotal																18.00	2970.0	$ 326,700.00	$ 32,670.00

LABORATORY TESTING-117th, 116th, and 112th Street Bridges	QTY	UNIT	$/UNIT	TOTAL
Modified Proctor AASHTO T-180 (does not include soil classification)	4	EA	$ 180.00	$ 720.00
Standard Proctor AASHTO T-99 (does not include soil classification)	4	EA	$ 170.00	$ 680.00
LAB-Soil Classification (ASHTO M145)	8	EA	$ 290.00	$ 2,320.00
LAB-Bulk Specific Gravity (performed by Contractor)	6	CORE	$ 75.00	$ 450.00
Lab-Limerock Bearing Ratio LBR FM5-515 (EA)	4	EA	$ 335.00	$ 1,340.00
Compressive Strength (set of 5)	24	SET	$ 135.00	$ 3,240.00
TOTAL SUMMARY OF LABORATORY TESTING-117th, 116th, & 112th St Bridges				**$ 8,750.00**

			LABOR TOTAL
RS&H, Inc.	$ 391,864.00	$ 1,360.00	$ 393,224.00
subcontractor	$ 326,700.00	$ 32,670.00	$ 359,370.00
			$ 752,594.00

LABORATORY	**$ 8,750.00**
SUMMARY TOTAL	**$ 761,344.00**

NOTES:

CONTRACT CONSTRUCTION DAYS: 340 CONSTRUCTION DAYS: 117TH START 9/1/26 FOR 240 DAYS. 116TH/112TH START ON 11/1/26 FOR 280 DAYS. TOTAL CONTRACT CONSTRUCTION: 340 DAYS

ASSUME CONTRACT DAY 1: 9/1/2026. LAST CONSTRUCTION CONTRACT DAY: 9/6/2027 (Does not include weather days or time extensions)

CEI CONTRACT DAY 1: 8/1/2026 CEI LAST CONTRACT DAY: 10/6/2027 TO INCLUDES 30 DAY STARTUP AND 30 DAY CLOSEOUT

ESTIMATE BASED ON 117TH STREET STARTING 9/1/26 FOR 240 DAYS AND 112TH AND 116TH STARTING 60 DAYS LATER 11/1/2026 FOR 280 DAYS. IF CONSTRUCTION EXTENDS BEYOND THE ORIGINAL ESTIMATED TIME, ADDITIONAL CEI FUNDS MAY BE NECESSARY. THE INSPECTOR WILL BE UTILIZED AS WORK RAMPS UP IN THE FIELD AND WILL BE INVOICED ONLY FOR TIME ON PROJECT.

COSTS FOR FIELD TESTING FOR DENSITIES, FIELD SAMPLING OF CONCRETE, AND FIELD SAMPLING OF SOILS ARE INCLUDED IN THE HOURLY RATES

PILE DRIVING INSPECTION WILL BE PERFORMED BY THE SENIOR BRIDGE INSPECTOR

PILE DRIVING ANALYSIS (PDA) TESTING IS ANTICIPATED TO BE PERFORMED BY THE CONTRACTOR. CEI WILL PROVIDE A SAXIMETER FOR BLOW COUNT VERIFICATION IF NEEDED

COST ESTIMATE IS BASED ON THREE BRIDGES BEING CONSTRUCTED CONCURRENTLY AS NOTED IN THE START AND END DATES IN THE NOTES

TESTING AND INSPECTIONS AT THE ASPHALT PLANT OR PRECAST YARDS ARE NOT INCLUDED. THESE ARE THE RESPONSIBILITY OF THE CONTRACTOR

LABORATORY TESTING IS ESTIMATED BASED ON GENERAL SCOPE OF PROJECT AND WILL BE BILLED FOR ONLY LAB TESTS PERFORMED

Docusign Envelope ID: 27DE46B6-B8F5-889E-814B-879BC07A7EEA

EXHIBIT C
LOCAL AGENCY PROGRAM FEDERAL-AID TERMS For PROFESSIONAL SERVICES CONTRACTS

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

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

A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. 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 the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency 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. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

C. 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 not withstanding.

D. The Consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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 Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

   1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
   2. cancellation, termination or suspension of the contract, in whole or in part.

J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

Docusign Envelope ID: 27DE46B6-B8F5-889E-814B-879BC07A7EEA

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.

K. 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 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).

L. 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.

M. 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.

N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

> "The subconsultant, subrecipient 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."

Pursuant to 49 CFR26.11(c), the Consultant shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system. The Consultant shall request access to the EOC system using Form No. 275-021-30.

O. Prompt Payment of and Return of Retainage to Subconsultants: The Consultant will pay monies owed to subconsultants, suppliers or other parities within thirty (30) days of the Consultant receiving payment from the Local Agency. The Local Agency is prohibited from withholding retainage from consultants. To the extent the selected consultant withholds retainage from its subconsultants, it must be returned in its entirety within thirty (30) days of satisfactory completion of the subconsultant work. The Local Agency is the arbiter of what constitutes satisfactory completion. These provisions apply to all subconsultants and at all tiers of subcontracting.

P. 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.

Docusign Envelope ID: 27DE46B6-B8F5-889E-814B-879BC07A7EEA

Q. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

R. 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, both criminal and civil.

S. 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.

T. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

U. Clean Air Act: The Consultant agrees to comply with applicable standards, orders or regulations issued pursuant to Clean Air Act (42 U.S.C § 7401 et seq), as amended..

The Consultant agrees to report each violation to the Florida Department of Transportation (Department) and understands and agrees that the Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

V. Federal Water Pollution Control Act: The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

W. Byrd Anti-Lobbying: Consultants awarded a contract of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or

Docusign Envelope ID: 27DE46B6-B8F5-889E-814B-879BC07A7EEA

organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS: (Compliance with 49 CFR, Section 20.100(b))(1) The Consultant certifies that: (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or Federal agency, a member of the Florida Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities". (2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. (3) The Consultant also certifies by signing this contract that the Consultant shall require the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Statement for Loan Guarantees and Loan Insurance

Per 49 CFR Part 20, Appendix A, the undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a perquisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10, 000 and not more than $100,000 for each such failure.

X. Buy America: As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award per 2 CFR part 200.322.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Furthermore Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.