

**CONTRACT NO. 2023-41**  
**Professional Construction, Engineering, and Inspection (CEI) Services & Geotechnical Engineering**  
**Services For Price Boulevard – Phase I Widening**

This Contract No. 2023-41 Professional Construction, Engineering, and Inspection (CEI) Services & Geotechnical Engineering Services For Price Boulevard – Phase I Widening Project (“Contract”) is made and entered by and between the City of North Port, Florida, a municipal corporation of the State of Florida, (“City”) and AECOM Technical Services, Inc., a Foreign Profit corporation registered to conduct business in the State of Florida, with a local business address of 7650 West Courtney Campbell Causeway, Tampa, FL, 33607 (“Consultant”).

**NOW, THEREFORE**, for and in consideration of the mutual covenants specified herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

**1. CONSULTANT’S SERVICES; TERM**

- A. Consultant agrees to diligently and timely perform services for the City relating to Professional Engineering, to complete inspection services for construction, engineering and inspection of the Price Boulevard Widening, Phase I as identified in the Request for Proposal (“RFP”) No. 2023-41 and Consultant’s proposal submitted September 8, 2023. The overall Scope of Services is described in the attached Exhibit A (“Scope of Services”) with detailed tasks and associated fees as described in the Fee Schedule as attached Exhibit B (“Fee Schedule”).
- B. This Contract must commence immediately upon the date of execution of this Contract by both the City and Consultant (“Effective Date”) and upon Consultant’s receipt of a written Notice to Proceed from the Project Manager and must continue through the completion of the project as described in the Project Schedule as attached in Exhibit C (“Project Schedule”). The expected completion date for Phases A and B is March 2027.

**2. COMPENSATION AND PAYMENT FOR CONSULTANT’S SERVICES**

A. COMPENSATION

- (1) Consultant must perform the Scope of Services, for pre-construction and construction services in the amount of FOUR MILLION TWO HUNDRED EIGHTEEN THOUSAND ONE HUNDRED SIXTY-ONE DOLLARS AND FOUR CENTS (\$4,218,161.04). This fee includes all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Contract. The fee must conform with the Fee Schedule
- (2) A claim for reimbursement for these expenses must not be made to the City.
  - a. Travel related expenses and costs including labor.

- b. Four (4) sets of signed and sealed permitting plans.
  - c. Computer usage, telephone expenses, fax, copies, printing, and postage.
  - d. Subcontractor/subconsultant mark-up.
- (3) The City's performance and obligation to pay under this Contract are contingent upon an appropriation by the City Commission.

**B. METHOD OF PAYMENT**

- (1) The City pays Consultant through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act, Florida Statutes, Section 218.70, *et seq*, upon receipt of Consultant's invoice and written approval of same by the City's Administrative Agent indicating that services have been rendered in conformity with this Contract. Consultant must submit an invoice for payment to the City for those specific tasks as described in the Scope of Services that were completed during that invoicing period.
- (2) For those specific services that were partially completed, progress payments will be paid in proportion to the percentage of completed work on those specific services approved in writing by the City's Administrative Agent based on the percentage of the amount for those specific services.
- (3) Consultant's invoices must be in a form satisfactory to the City of North Port Finance Department, who will initiate disbursements.
- (4) Payment due dates, late payments, and interest will be calculated, paid, and assessed in accordance with the Local Government Prompt Payment Act, Florida Statutes Sections 218.70, *et seq*.

**3. INDEMNITY**

- A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONSULTANT MUST INDEMNIFY AND HOLD HARMLESS THE CITY, AND ITS OFFICERS AND EMPLOYEES, FROM LIABILITIES, DAMAGES, LOSSES, AND COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS, OR INTENTIONALLY WRONGFUL CONDUCT OF THE CONSULTANT AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONSULTANT IN THE PERFORMANCE OF THE CONTRACT WORK. THE CONTRACT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.**
- B. FURTHER, THE CONSULTANT MUST FULLY INDEMNIFY, AND HOLD HARMLESS THE CITY FROM ALL SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT.**

- C. The City must provide all available information and assistance that the consultant may reasonably require regarding any claim. In the event of a claim, the city must promptly notify the consultant in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as federal express or ups) which provides evidence of delivery, at the address provided for receipt of notices in this Contract.
- D. The insurance coverage and limits required in this Contract may or may not be adequate to protect the city and such insurance coverage will not be deemed a limitation on the consultant's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this indemnity provision, the prevailing party must be reimbursed all costs, expenses, and reasonable attorney fees through all proceedings (at both trial and appellate levels).
- E. This Contract must not be deemed to affect the rights, privileges and immunities of the city as set forth in Florida Statutes Section 768.28.
- F. The terms of this section survive the termination or completion of this Contract work.

#### 4. CONSULTANT'S INSURANCE

##### A. INSURANCE

Before performing any work, Consultant must procure and maintain, during the life of the Contract, the insurance listed below, unless otherwise specified. The policies of insurance must be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent."

No changes are to be made to these specifications without the City Manager or designee's prior written approval. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with Consultant.

- (1) Workers' Compensation and Employer's Liability Insurance: Coverage to apply for all employees at the statutory limits provided by state and federal laws. Include proof of current Workers' Compensation Coverage or Workers' Compensation Exemption (notarized affidavit). The policy must include Employers' Liability with a limit of \$100,000 each accident; \$100,000 each employee; and \$500,000 policy limit for disease.
- (2) Comprehensive Commercial General Liability Insurance: Aggregate must apply separately to this Contract. Minimum \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises.
- (3) Automobile Insurance: To include all vehicles owned, leased, hired, and non-owned vehicles limits of not less than \$1,000,000 per person; \$1,000,000 per accident; and \$1,000,000

property damage, with contractual liability coverage for all work performed under this Contract.

- (4) Professional Liability Insurance: Minimum \$2,000,000 per occurrence for this project with a \$2,000,000 policy term general aggregate. Coverage must be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made. The City prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by the Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy precedes the effective date of this Contract; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Contract is completed.

B. WAIVER OF SUBROGATION

All required insurance policies (except professional liability) are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the City, its officers, officials, employees, and the City's insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by the Consultant for the City. It is the Consultant's responsibility to notify its insurance company of the waiver of subrogation and request written authorization or the proper endorsement. Additionally, the Consultant, its officers, officials, agents, employees, volunteers, and any sub-consultants, agree to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained, or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which the Consultant or its agents may be responsible.

C. POLICY FORM

- (1) All policies required by this Contract, with the exception of Professional Liability and Workers Compensation, or unless Risk Management through the City's Purchasing Office gives specific approval, are to be written on an occurrence basis and must name the City of North Port, Florida, its Commissioners, officers, agents, and employees, as additional insureds as their interest may appear under this Contract. Claims Made Policies will be accepted for professional liability and hazardous materials and such other risks as are authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements in this Contract must have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, Consultant agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

- (2) Insurance requirements itemized in this Contract and required of Consultant, must be provided by or on behalf of all sub-consultants to cover their operations performed under this Contract. Consultant must be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-consultants.
- (3) Each insurance policy required by this Contract must:
  - a. Apply separately to each insured against whom a claim is made, and suit is brought, except with respect to limits of the insurer's liability.
  - b. Be endorsed to state that coverage must not be suspended, voided, or cancelled by either party except after notice is delivered in accordance with the policy provisions. Consultant is to notify the City's Purchasing Office by written notice via certified mail, return receipt requested.
- (4) The City must retain the right to review, at any time, coverage, form, and amount of insurance.
- (5) **The procuring of required policies of insurance must not be construed to limit CONSULTANT'S liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of CONSULTANT'S liability for indemnity of the CITY must not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between CONSULTANT and its carrier.**
- (6) Consultant must be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and must be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy. Consultant's insurance is considered primary for any loss, regardless of any insurance maintained by the City. Consultant is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.
- (7) All certificates of insurance must be on file with and approved by the City before commencement of any work under this Contract. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704, or equivalent). Certificates of insurance evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the Contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates must be received by the City's Purchasing Office before Consultant will be allowed to commence or continue work.

The Certificate of insurance issued by the underwriting department of the insurance carrier must certify compliance with the insurance requirements provided herein.

- (8) Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Contract must be provided to Consultant's insurer(s) and the City's Purchasing Office as soon as practicable after notice to the insured.

## **5. RESPONSIBILITY OF CONSULTANT**

- A. Consultant must be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of Consultant under this Contract. Consultant must, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents, and data.
- B. If Consultant is comprised of more than one legal entity, each entity must be jointly and severally liable.
- C. Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for Consultant), to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of this Contract.
- D. Consultant must perform its services in accordance with generally accepted industry standards and practices customarily utilized by competent consultant firms in effect at the time Consultant's services are rendered. Consultant covenants and agrees that it and its employees must be bound by the standards of conduct in Florida Statutes, Section 112.313, as it relates to work performed under this Contract. Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.
- E. Consultant must comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof. The City of North Port, Florida, does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. Consultant must not administer this Contract in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.
- F. Consultant must maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which must be available and accessible at Consultant's offices for inspection, audit, and copying during normal business hours by the City,

or any of its authorized representatives. Such records must be retained for a minimum of three (3) years after completion of the services.

6. **PUBLIC RECORDS LAW:** In accordance with Florida Statutes, Section 119.0701, Consultant must comply with all public records laws, and must specifically:

A. Keep and maintain public records required by the City to perform the service.

(1) The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

(See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>).

(2) "Public records" means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Consultant's records under this Contract include but are not limited to, supplier/subcontractor/subconsultant invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Contract.

B. Upon request from the City's custodian of public records, provide the City, at no cost, 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 for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.

C. Ensure that project 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 this Contract term and, if Consultant does not transfer the records to the City following completion of this Contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.

D. Upon completion of this Contract, transfer, at no cost, to the City all public records in Consultant's possession or keep and maintain public records required by the City to perform the service. If Consultant transfers all public records to the City upon completion of this Contract, Consultant must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon the completion of this Contract, Consultant must meet all applicable requirements for retaining public records.

- E. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; E-MAIL: [Publicrecordsrequest@northportfl.gov](mailto:Publicrecordsrequest@northportfl.gov).**

**7. OWNERSHIP AND USE OF WORK PRODUCT**

- A. It is understood and agreed that the Consultant must deliver to the City the Consultant’s work product, including reports and other documents and data developed in connection with its services; this work product will become the City’s property upon receipt. The Consultant hereby assigns all its copyright and other proprietary interests in the work product to the City.
- B. The Consultant may not use any of the work product on any non-City project unless the City agrees in writing. The City’s reuse of the work product on other projects will be at the City’s risk.
- C. The City records all land related changes and/or activities in its corporate based Geographic Information System (GIS). The Consultant must provide the City at no additional cost all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of each project, as a project deliverable for inclusion into the City’s GIS. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards as provided in writing by the Administrative Agent.
- D. Computer systems and databases used for providing the documents necessary to this Contract must be compatible with existing City systems. The Administrative Agent will advise the Consultant of the systems and databases in writing or in the Notice to Proceed, and upon any changes thereafter.

**8. CONSULTANT PERFORMANCE**

- A. The timely performance and completion of the required services is vitally important. Consultant must assign an Administrative Agent, together with such other personnel as are necessary for timely delivery of services pursuant to the requirements of this Contract. Consultant’s personnel assigned to perform the services of this Contract must comply with the information presented in the professional services response proposal made a part hereof by reference. Consultant must ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to Consultant’s key personnel must receive the City’s Administrative Agent’s written approval before any changes or substitution can become effective.

- B. The services to be rendered by Consultant must commence within one (1) calendar week of Consultant's receipt of written Notice to Proceed from the City.
- C. Consultant specifically agrees that all work performed under the terms and conditions of this Contract must be completed within the time limits as set forth, subject only to delays caused through no fault of Consultant or the City.
- D. Consultant agrees to provide to the City's Administrative Agent, monthly written progress reports concerning the status of the work. The City's Administrative Agent may determine the format for this progress report. The City must be advised at the City's request, and in writing, as to the status of work to be performed by Consultant.
- E. In the event unreasonable delays occur on the part of the City or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by Consultant which delay the Project Schedule completion date, the City must not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay.

## **9. CITY OBLIGATIONS**

- A. The City's Administrative Agent is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Contract. The responsibility of the City's Administrative Agent will include:
  - (1) Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by Consultant, and render in writing, decisions pertaining thereto within a reasonable time.
  - (2) Transmission of instructions, receipt of information, interpretation and definition of the City's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Contract.
  - (3) Review for approval or rejection all Consultant's documents and payment requests.
- B. The City will, upon request, furnish Consultant with all existing data, plans, studies, and other information in the City's possession which may be useful in connection with the work of this Project, all of which must be and remain the property of the City and must be returned to the City's Administrative Agent upon completion of the services to be performed by Consultant.
- C. The City's Administrative Agent will conduct periodic reviews of the work of Consultant necessary for the completion of Consultant's services during the period of this Contract, and may make other City personnel available, where required and necessary to assist Consultant. The availability and necessity of additional City personnel to assist Consultant will be determined solely within the discretion of the City. The City's technical obligations to this Project, if any, are stated in Specific Authorizations and Work Authorizations.

- D. The City must not provide any services to Consultant in connection with any claim brought on behalf of or against Consultant.

## 10. TERMINATION

- A. City's Termination With or Without Cause. The City Manager or designee may terminate any Work and this Contract, or both, with or without cause, in whole or in part, whenever the City Manager or designee determines that termination is in the City's best interest.
  - (1) The City may effectuate termination by delivering to the Consultant a written notice of termination at least thirty (30) calendar days before the date of termination, specifying the extent to which performance of the Work is terminated and the date upon which the termination becomes effective.
  - (2) Except as otherwise directed in the notice, the Consultant must: (i) cease all work on the date of receipt of the notice of termination or other date specified in the notice; (ii) place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of the portion of the Work not terminated; (iii) terminate all vendors and subcontracts; and (iv) settle all outstanding liabilities and claims.
  - (3) The Consultant must deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with its services.
  - (4) The City will pay the Consultant for the portion of the terminated Work completed prior to delivery of the notice of termination. The City has no obligation under any circumstance to make any payment to the Consultant for terminated Work that has not been performed or that is performed after delivery of the notice of termination.
- B. Non-Appropriation: The parties acknowledge and agree that the obligations of the City to fulfill financial obligations of any kind pursuant to any and all provisions of this Contract, or any subsequent contract entered into pursuant to this Contract or referenced herein to which City is a party, are subject to the provisions of Florida Statutes, Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. Since funds are appropriated annually by the City Commission on a fiscal year basis, the City's legal liability for the payment of any costs must not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission. No liability must arise, if a request for such appropriations is excluded from the budget approved by the City Commission. Notwithstanding the foregoing, any commissioner, officer, employee, director, member or other natural person or agent of City must not have any personal liability in connection with the breach of the provisions of this section or in the event of a default by City under this section. This Contract must not constitute an

indebtedness of City, or an obligation for which the City is obligated to levy or pledge any form of taxation or for which City has levied or pledged any form of taxation. It is expressly understood by the parties that funding for any subsequent fiscal year of the Contract is contingent upon appropriation of monies by the City Commission. If funds are not available or appropriated, the City reserves the right to terminate the Contract. The City will pay any outstanding invoices for work completed by the Consultant prior to such termination.

- C. Termination for Abandonment. If the Consultant abandons performance under this Contract, the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to the Consultant indicating the intention to do so. The written notice must state the evidence indicating the Consultant's abandonment.
- D. Termination for Non-Civility. The Consultant agrees that its employees and agents will communicate with City employees and members of the public in a civil manner. Any aspect of the Consultant's performance, including complaints received from City employees or members of the public, may cause the City to terminate this Contract in accordance with the provisions contained herein.
- E. Consultant's Termination. The Consultant may terminate this Contract only in the event the City fails to pay the Consultant's properly documented and submitted payment request within ninety (90) calendar days of the Administrative Agent's approval, or if the City suspends a project for longer than ninety (90) calendar days.
- F. Court Proceedings. The City Manager or designee reserves the right to terminate this Contract immediately in the event the Consultant is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Consultant, or an assignment is made for the benefit of creditors.
- G. Breach. In the event the Consultant is in breach of this Contract, the City must provide written notice of the breach and the Consultant will have ten (10) calendar days to cure, calculated from the date the Consultant receives the notice. If the Consultant fails to cure within the ten (10) calendar days, the City Manager or designee may immediately terminate this Contract and/or refuse to make any additional payment, in whole or in part, and may demand the return of a portion or the entire amount previously paid to the Consultant due to:
  - (1) The quality of a portion or all the Consultant's Work not being in accordance with the requirements of this Contract;
  - (2) The quantity of the Consultant's Work not being as represented in the Consultant's payment request, or otherwise;
  - (3) The Consultant's rate of progress is, in the City's reasonable opinion, whether Substantial Completion, Final Completion, or both, inexcusably delayed;

- (4) The Consultant's failure to pay the Consultant's project related obligations, including but not limited to subcontractors, subconsultants, laborers, materialmen, equipment, and other suppliers;
  - (5) Claims made, or likely to be made, against the City or its property;
  - (6) Loss caused by the Consultant;
  - (7) The Consultant's failure or refusal to perform any of its obligations to the City, after written notice and a reasonable opportunity to cure, as set forth above; or
  - (8) Violation of any local, state, or federal law in the performance of this Contract constitutes a breach of this Contract.
- H. Waiver. Any delay or failure to enforce any breach of this Contract by either the City or the Consultant will not be binding upon the waiving party unless the waiver is in writing. In the event of a written waiver, the waiver will not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach must not operate or be construed to operate as a waiver of any subsequent default or breach.
- I. E-Verify Violation.
- (1) If the City has a good faith belief that the Consultant has knowingly violated Florida Statutes Section 448.09(1), the City may immediately terminate this Contract.
  - (2) If the City has a good faith belief that a subcontractor/subconsultant has knowingly violated Florida Statutes Section 448.09(1), but the Consultant has otherwise complied, then the City must without delay notify the Consultant and order the Consultant to immediately terminate its contract with the subcontractor/subconsultant.
  - (3) The Consultant must comply with Florida Statutes Section 448.095(2) for any challenge to termination of this Contract under this Section.
- J. Remedies. In the event of a default or breach of this Contract terms, the City may avail itself of every remedy given to it now existing at law or in equity, and every remedy must be in addition to every other remedy given or otherwise existing and may be exercised from time to time and as often and in the order as the City deems expedient. The exercise, or the beginning of the exercise, of one remedy must not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights

and remedies set forth in this Contract are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

#### **11. INDEPENDENT CONTRACTOR**

- A. The relationship between the Consultant and the City is that of an independent contractor. Nothing contained herein will be deemed or construed as creating the relationship of employer-employee, principal-agent, partnership, or joint venture between the parties. It is understood and agreed that no provision contained herein, or any acts of the parties, will be deemed to create any relationship between them other than that as detailed herein. The Consultant retains sole and absolute discretion and judgment in the manner and means of carrying out the services, within the established rules and regulations of the City.
- B. The Consultant is not entitled to any salary or benefits other than the compensation described in Section 2 of this Contract. The Consultant must provide, at their sole expense, all supplies and materials needed for the services that are not otherwise provided by the City.

#### **12. WAIVER**

Any delay or failure to enforce any breach of this Contract by either City or Consultant must not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver must not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach must not operate or be construed to operate as a waiver of any subsequent default or breach.

#### **13. NO HIRE**

CONSULTANT must not hire any City employee associated with this project throughout the duration of this Contract and for a period of one (1) year after completion.

#### **14. NOTICES**

Except as specified elsewhere in this Contract, all notices provided for in this Contract must be in writing and transmitted by FedEx, UPS, or by certified mail, return receipt requested to the following. A party may update its notice information by providing written notice to the other party.

**THE CITY'S ADMINISTRATIVE AGENT:**

Anthony Friedman, P.E.  
City of North Port Public Works  
1100 North Chamberlain Blvd.  
North port, FL 34286  
TEL: 941.240.8320  
Email: [afriedman@northportfl.gov](mailto:afriedman@northportfl.gov)

**WITH COPIES OF NOTICES TO:**

City of North Port, Florida  
City Attorney's Office  
4970 City Hall Boulevard  
North Port, FL 34286  
EMAIL: [northportcityattorney@northportfl.gov](mailto:northportcityattorney@northportfl.gov)

**CONSULTANT'S REPRESENTATIVE:**

Contact name: Crystal Gorman, PE, Associated VP  
Company name: AECOM TECHNICAL SERVICES, INC.  
Street address: 7650 West Courtney Campbell Causeway  
Tampa, FL 33607  
TEL 239.250.6680  
EMAIL: [crystal.gorman@aecom.com](mailto:crystal.gorman@aecom.com)

**15. CONFLICTS**

In the event of any conflict between the provisions of this Contract and RFP No. 2023-10 or Consultant's response, which are made a part hereof by reference, this Contract must control.

**16. E-VERIFY SYSTEM:** Upon entering into this Contract, the Consultant must be registered with and must continue during the term of this Contract to use the Department of Homeland Security E-Verify System as required by Section 448.095, Fla. Stat., Employment Eligibility, including but not limited to, verifying the work authorization status of all newly hired employees, and requiring all subcontractors/subconsultants to provide an affidavit attesting that the subcontractor/subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. The Consultant must maintain a copy of such affidavit for the duration of the contract.

**17. SCRUTINIZED COMPANIES**

- A. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or less, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity must certify on a form provide by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.
- B. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity must certify on a form provided by the City, that all of the following are true:
  - (1) It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel; and

- (2) It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes; and
- (3) It is not engaged in business operations in Cuba or Syria.

C. PENALTY:

- (1) If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of this Contract terms and the City may terminate the Contract.
- (2) A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
- (3) A person or entity that has been found to have provided a false certification must be ineligible to bid on any contract with the City for three (3) years after the date the City determined that a false certification has been submitted.

**18. FORCE MAJUERE**

- A. Should performance of any obligation created under this Contract become illegal or impossible by reason of:
- (1) A strike or work stoppage, unless caused by a negligent act or omission of either Party;
  - (2) An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
  - (3) An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
  - (4) A declared emergency of the federal, state, or local government; or
  - (5) Any other like event that is beyond the reasonable control of the non-performing party;

Then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:

- (6) The non-performing party provides written notice within five (5) days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Contract;
  - (7) The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;
  - (8) No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and
  - (9) The non-performing party uses all reasonable diligence to remedy its inability to perform.
- B. Economic hardship of a party does not constitute an event of *force majeure*. A party must not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.
- C. The non-performing party's affected obligations under this Contract must be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance must not be excused under this section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.
- D. The term of this Contract will be extended by a period equal to that during which the non-performing party's performance is suspended under this section.

## 19. MISCELLANEOUS

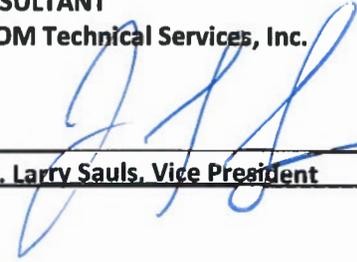
- A. Authority to Execute Contract. The signature by any person to this Contract must be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act.
- B. Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Contract is binding upon and must inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns. It may be signed in counterparts.
- C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Contract. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, and the United States

District Court for the Middle District of Florida.

- D. No Agency. Nothing contained in this Contract must be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that any provision contained in this Contract, or any acts of the Parties must not be deemed to create any relationship between them other than that as detailed herein.
- E. Severability. If any court holds that any provision of this Contract to be illegal, invalid, or unenforceable, the remaining provisions must be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition, or covenant must not be construed as a waiver of a subsequent breach by the other party.
- F. Headings. The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Contract and do not affect its construction.
- G. Complete Contract. This Contract incorporates and includes all prior negotiations, correspondence, contracts, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document. This Contract supersedes all other contracts between the parties, whether oral or written, with respect to the subject matter.
- H. Amendment. No amendment, change, or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract. Any amendments changing City's financial obligations under this Contract must require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all contract amendments on behalf of City that do not change City's financial obligations under this Contract.
- I. Assignment. The Consultant must not assign this Contract or any right or responsibility herein unless with the written consent of the City.
- J. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. The Consultant must not administer this Contract in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

IN WITNESS WHEREOF, the parties have executed this Contract as follows.

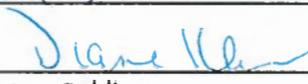
CONSULTANT  
AECOM Technical Services, Inc.

By:  (Signature)  
J. Larry Sauls, Vice President (Title)

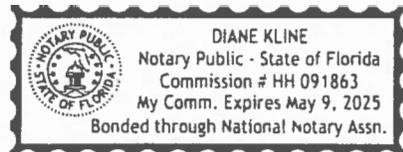
**ACKNOWLEDGEMENT**

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 30 day of January 2024, by J. Larry Sauls (name) as Vice President (title) for AECOM Technical Services (entity).

  
Notary Public

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



Approved by the City Commission of the City of North Port, Florida on \_\_\_\_\_,  
2024.

CITY OF NORTH PORT, FLORIDA

\_\_\_\_\_  
A. JEROME FLETCHER II, ICMA-CM, MPA  
CITY MANAGER

ATTEST

\_\_\_\_\_  
HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
AMBER L. SLAYTON, B.C.S.  
CITY ATTORNEY

**EXHIBIT "A" TO CONTRACT NO. 2023-41**

**CONSTRUCTION ENGINEERING AND INSPECTION FOR  
PRICE BLVD IMPROVEMENTS FROM EAST OF SUMTER BLVD TO WEST OF TOLEDO BLADE BLVD**  
gotiated by the Consultant, as authorized in Section 9.1 herein.

**EXHIBIT "A"**

**CONSTRUCTION ENGINEERING AND INSPECTION**

**SCOPE OF SERVICES**

**FOR**

**PRICE BLVD IMPROVEMENTS FROM EAST OF SUMTER BLVD TO WEST OF TOLEDO  
BLADE BLVD**

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**SCOPE OF SERVICES**  
**CONSTRUCTION ENGINEERING AND INSPECTION**

**1.0 PURPOSE:**

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, materials sampling and testing, pre-construction plans review, property acquisition assistance, and community outreach for the construction projects listed below.

**2.0 SCOPE:**

Provide services as defined in this Scope of Services, the referenced FDOT manuals, and City of North Port (City) procedures.

The projects for which the services are required are:

Descriptions: PRICE BLVD IMPROVEMENTS FROM EAST OF SUMTER BLVD  
TO WEST OF TOLEDO BLADE BLVD  
County: SARASOTA

Serve as the City's representative on the project and faithfully represent the City's interest in all matters, with special emphasis given to issues involving public safety, quality, timely completion of the work, and financial responsibility. Exercise independent professional judgment in performing obligations and responsibilities under this Agreement. Pursuant to Section 4.1.5 of the FDOT Construction Project Administration Manual (CPAM), the authority of the Consultant's lead person, such as the Senior Project Engineer, and the Consultant's Project Administrator shall be identical to the City's Manager and shall be interpreted as such.

Services provided by the Consultant shall comply with FDOT manuals, and City procedures.

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

**3.0 LENGTH OF SERVICE:**

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

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 14 calendar days 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 30 calendar days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed and 30 calendar days to demobilize after Final Acceptance.

The anticipated schedules and construction times for the project is tabulated below:

Phase	Construction Schedule		
	Start Date (Mo/Yr)	End Date (Mo/Yr)	Duration (Months)
Pre-Construction	02/2024	07/2024	6
Construction	08/2024	03/2027	32

**4.0 DEFINITIONS:**

- A. Agreement: The Professional Services Agreement between the City and the Consultant setting forth the obligations of the parties thereto, including but not limited to, the performance of the work, furnishing of services, and the basis of payment.
- B. Contractor: The individual, firm, or company contracting with the City for performance of work or furnishing of materials.
- C. Construction Contract: The written agreement between the City and the Contractor setting forth the obligations of the parties thereto, including, but not limited to, the performance of the work, furnishing of labor and materials, and the basis of payment.
- D. Construction Project Manager: The City employee assigned to manage the Construction Engineering and Inspection Contract and represent the City during the performance of the services covered under this Agreement.
- E. Construction Training/Qualification Program (CTQP): The FDOT program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at CTQP website.
- F. Consultant: The Consulting firm under contract to the City for administration of CEI services.
- G. CEI Project Administrator/Project Engineer: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services.
- H. CEI Senior Project Engineer: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.
- I. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.
- J. Public Information Office: The City’s office assigned to manage the Public Information Program.

**5.0 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. Specifications Package
  3. Computer Aided Drafting and Design (CADD) Files
  4. Copy of the Executed Construction Contract
  5. Utility Agency's Approved Material List (if applicable)

**6.0 ITEMS FURNISHED BY THE CONSULTANT:**

**6.1 FDOT Documents:**

All applicable FDOT documents referenced herein shall be a condition of this Agreement. All FDOT documents, directives, procedures, and standard forms are available through the FDOT's Website.

**6.2 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 (or tablet) 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.

The Consultant shall provide a web based collaboration site, SharePoint, to facilitate the electronic document exchange process.

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

**6.3 Field Office:**

Engineer's Field Office will be included in the Construction Contract as a per day pay item. The Contractor shall obtain all necessary permits for setting up the field office and making

connections to city, county or local facilities and the cost of such permits shall be included in the pay item for the construction field office. The field office will be furnished and will meet the requirements of the Construction Contract.

Field office expenses including, water, sewer, electric, internet, furnishing, and printer will be provided for by the Contractor.

**6.4 Vehicles:**

Equip vehicles with appropriate safety equipment and to effectively carry out the requirements of this Agreement. Vehicles shall have the Consultant's name and phone number visibly displayed on both sides of the vehicle.

**6.5 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 and safety vests shall have the Consultant's name 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 license requirements.

Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Maintain field office equipment at all times.

**6.6 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 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.

Inform the designated City project personnel of any design defects, reported by the Contractor or observed by the Consultant.

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

## **8.0 PERFORMANCE OF THE CONSULTANT:**

During the term of this Agreement and all Amendments thereof, the City will review various phases of the Consultant's 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, immediately implement remedial action. Document the City's recommendations and the Consultant's responses/actions. 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 limited to, the following:

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within seven (7) calendar days of notification.
- B. Immediately replace personnel whose performance has been determined by the Consultant and/or the City to be inadequate.
- C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- D. Increase the scope and frequency of training of the Consultant personnel.

## **9.0 REQUIREMENTS OF THE CONSULTANT:**

### **9.1 General:**

Administer, monitor, and inspect the Construction Contract such that the project is constructed in conformance 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.

Seek input from the Construction Project Manager relating to all Change Order requests. Change Orders must be determined to be in accordance with Florida law by the City prior to approval by the Consultant. Change Orders will require to be presented to City Commission for approval. Consultant shall review all Change Order requests and provide a recommendation to the City, which the City may accept, modify or reject upon review. The City will prepare internal documents to obtain City Commission approval. Approval of City Commission is estimated to take a minimum of 3 months once the Change Order is submitted by the Contractor.

Inform the designated City project personnel of any significant omissions, substitutions, defects, and deficiencies noted in the Contractor's work and the corrective action that has been directed to be performed by the Contractor.

### **9.2 Independent Engineering Judgment:**

Exercise independent engineering judgment in pursuit of the project. Personnel are expected to gather information from project inspection personnel and make informed, technically sound decisions to promote timely, successful completion of the project without

sacrificing quality. For technical issues which require coordination with the City, all levels of CEI Project Engineer shall be expected to present options for consideration along with a preferred option. Engineering experience and expertise are considerations for the selection of Consultant staff. It is the City's expectation that this experience and expertise will be employed by Consultant staff to make sound engineering judgments and recommendations throughout the project.

**9.3 Public Safety:**

Hold public safety paramount throughout the project. If the Consultant determines that any activity of the Contractor poses an imminent hazard to the public, the Consultant shall direct the Contractor to immediately cease the activity and to close the affected lanes of traffic until the deficiency is addressed.

**9.4 Timely Resolution:**

Prioritize the City's goal of the timely and successful completion of the project. Work to actively develop solutions to issues encountered on the project in an expedient manner and work to ensure that issues do not persist for long periods without resolution.

**9.5 Survey Control:**

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

Provide survey data in LandXML format.

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

**9.6 On-site and off-site Inspection:**

Monitor the Contractor's on-site construction activities and inspect materials in accordance with the Contract Documents 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.

Monitoring off-site will be limited to asphalt plant inspections during active paving operations.

Monitor and inspect Contractor's Temporary Traffic Control Plan and review modifications to the Temporary Traffic Control Plan, including Alternate 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.

**9.7 Sampling and Testing:**

Perform sampling and testing of component materials and completed work in accordance with the Contract Documents. The minimum sampling frequencies set out in the FDOT's

Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, 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.

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 comply with the Contract Documents.

Prepare and submit sampling and testing documentation reports to the City the same week that the construction work is performed.

The Contractor shall perform Specification required Quality Control (QC) testing and the Consultant shall perform Specification required Verification (VT) testing. Any resolution testing will be performed by the Consultant.

## **9.8 Pre-Construction Services:**

Coordinate with the City on the following services prior to construction commencement:

- (1) Perform a constructability review of the 90% plans and specifications and provide comments with recommendations to the City.
- (2) Provide utility coordination services to affected utilities and attempt to obtain Utility Work Schedules (UWS) from each utility to include in the bidding documents.
- (3) Develop and maintain a project stakeholder list, provide regular updates to stakeholders through various communications methods as needed. Develop a project information email and/or contact form/hotline and manage.
- (4) Attend community events/meetings as designated by the City. Collect and track comments and responses via a comment matrix.
- (5) Develop and distribute project flyers or postcards to inform stakeholders on the project status at pop-up/community events and/or electronically. Gather stakeholder contact information for database creation for further outreach.
- (6) Coordinate with the City on remaining real property needs. Provide outreach to the owners of remaining property needs with City provided real property acquisition documents. Facilitate coordination between the property owners and

the City to finalize acquisitions. Services do not include eminent domain coordination.

- (7) Coordinate with the USPS on mail kiosks utilizing City provided designs. Coordinate with the residents to distribute mail kiosk utilization information and City provided keys.
- (8) Perform a bid analysis once bids are received by the City to review the low bidder's bid including individual pay items above or below 10% of the Engineer's Estimate. Analyze those pay items for patterns of potential plan errors in quantity. Review bidder provided qualifications for concurrence in meeting bid requirements.

## **9.9 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 and interpreting the Contract Documents 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) Attend a pre-service meeting for the Agreement in accordance with FDOT's CPAM. Provide appropriate staff to attend and participate in the pre-service meeting.
- (2) Schedule and coordinate a meeting with the City's Natural Resources Department prior to the Pre-construction conference and another meeting prior to project Final Acceptance. The purpose of these meetings is to discuss the required documentation, including as-builts, necessary for permit(s) compliance.
- (3) 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 (1) inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors.". The Consultant's inspector shall be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the City's guidelines.
- (4) 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 FDOT's CPAM.

- (5) Analyze problems that arise on a project and proposals submitted by the Contractor, work to resolve such issues, and process the necessary documentation.
- (6) Document utility construction progress to be performed by Utility Agencies. 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 other Local Government owned facilities.
- (7) 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.
- (8) Prepare and make presentations for meetings and hearings before the City Commission or City Attorney's Office in connection with the project covered by this Agreement.
- (9) Provide Community Outreach Services and be proactive in keeping the community aware of the status and traffic impacts of the referenced project. With approval from the City's designee, prepare and disseminate information to the public, elected officials, and the media of any upcoming events, which will affect traffic flow. Produce and distribute all publications (letters, flyers, brochures, and news releases) necessary for this contract. Prior to release, the City's designee will approve all responses, letters, news releases, etc. Provide timely, professional responses to project inquiries including emails, telephone calls, etc. Coordinate public information meetings, open houses, community meetings as directed by the City's representatives.
- (10) Prepare and submit to the Construction Project Manager a monthly status report, in a format to be specified by the City.
- (11) Provide a digital video recording of 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.
- (12) 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.

#### **9.10 Asphalt Plant Services:**

Provide Asphalt Plant Inspection services for Verification:

- Ensure that all Bituminous Verification requirements are met.
- Provide recommendations regarding the disposition of substandard materials.
- Generate the Random Numbers and notify the Quality Control (QC) technician after the mixture is produced and instruct when the QC technician shall take the sample.
- Perform testing and inspection within the allotted timeframe, as defined in the contract documents. Perform daily inspections of the Producer's Facility to ensure that the Producer is complying with their QC Plan and the contract documents. Document all inspections in daily journal.
- Keep a daily journal using a format or electronic system directed by the City documenting the arrival and departure time, failures, QC, Process Control (P.C.), and Independent Verification (IV) samples taken (time and load numbers), time that IV technicians arrived and departed, all verification inspections performed, any production related problems, and any other pertinent information that the City directs to be documented. Electronically submit the daily journal to the City at the completion of production for the day.
- Observe the QC testing for accuracy (on a random yet consistent basis) to ensure that the QC staff is accurately documenting the weights and calculations of the test results performed. Submit the copy of handwritten data to City, as requested. Be familiar with the Producer's QC Plan for the facility and ensure that QC staff is following the Plan.
- Notify the City immediately when recurring problems are encountered or serious lapses occur with the QC staff following their Producer QC Plan or the contract documents.
- Be knowledgeable of the contract documents pertaining to Asphalt Production and testing at the Producer facilities.
- Document all material sample failures and all specification violations in the daily journal and notify the Project Administrator (PA) and the City immediately.
- Perform a daily review of the QC worksheets and records for accuracy and completeness. Notify the PA and the City if the QC staff fails to complete the testing and pertinent paperwork within 24 hours. Make every effort to verify lots within the 24 hour timeframe, and on days the plant is producing.
- If resolution testing is required, notify the PA and the City immediately. Provide the following additional plant inspection and testing related services, as requested:
  - Label and sign V and R sample boxes.
  - Inspect the asphalt plant, review, and analyze both QC and V test results and verify QC technician reports are accurate.
  - Collect roadway cores for each IV sample collected.
  - Notify the Materials lab when Lot is completed and when Verification Technician needs to be sent to verify the completed lot.
  - Update the daily production spreadsheet.
  - Deliver IV samples to Materials Lab by the end of the day.
  - Recommend to stop or restrict asphalt plant production.
  - Approve, monitor, revise, transfer, and terminate Asphalt Mix Designs, as applicable.

## 10.0 **PERSONNEL:**

### 10.1 **General Requirements:**

Provide prequalified personnel necessary to carry out its responsibilities efficiently and effectively 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.**

### 10.2 **Personnel Qualifications:**

Provide competent personnel qualified by experience and education. Submit 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: certifications, TIN number, education, and experience.

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 seven (7) calendar days of City notification.

Minimum qualifications for the Consultant personnel are set forth as follows:

Exceptions to these minimum qualifications will be considered on an individual basis. For CTQP certifications which require training specifically developed for FDOT specifications, the Consultant may propose project staff possessing an equivalent certification from a national or other state DOT accreditation program. These exceptions may be granted under the stipulation that the appropriate CTQP certification be obtained prior to the corresponding work activity or such other time as approved by the City. The City shall have the final approval authority on such exceptions.

Except as noted herein, before the project begins, all project staff shall have a working knowledge of the current FDOT 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.

### **CEI SENIOR PROJECT ENGINEER - LICENSURE:**

- Professional Engineer (PE) registered in the State of Florida
  - Ability to obtain endorsement in the State of Florida within six months of Project NTP if registered in another state

### **EXPERIENCE:**

- Six (6) years of engineering experience
  - Two (2) of those years involved in relevant transportation projects

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

**QUALIFICATIONS/ CERTIFICATIONS:**

- FDOT Advanced MOT
- CTQP Quality Control Manager (Attend and pass the examination)
  - To be achieved by Project NTP, if CEI Project Administrator/ Project Engineer holds qualification at time of proposal

**ABILITIES/ RESPONSIBILITIES:**

- Ability to: Communicate effectively in English (verbally and in writing)
- Responsible for: Directing a highly complex and specialized construction engineering administration and inspection program;
- Responsible for: Planning and organizing the work of subordinate and staff members;
- Responsible for: Developing and/or reviewing policies, methods, practices, and procedures;
- Responsible for: Reviewing programs for conformance with City standards.

**CEI PROJECT ADMINISTRATOR -**

**EDUCATION:**

- High School Diploma or Equivalent

**EXPERIENCE:**

For personnel with Engineering, Engineering Technology or Construction Management degrees:

- Two (2) years of engineering experience in relevant transportation projects.
- A Master's Degree in Engineering, Engineering Technology, or Construction Management may be substituted for one (1) year of engineering experience

For personnel without Engineering, Engineering Technology or Construction Management degrees:

- Eight (8) years of CEI or roadway or bridge construction experience,
- Two (2) of those years involved in relevant transportation projects.

**QUALIFICATIONS/ CERTIFICATIONS:**

Qualifications/certifications for this position may be obtained within six (6) months from the date of hire provided that this position works under the supervision and direction of a Senior Project Engineer, all other requirements for the position are met, and a training plan is submitted detailing when the qualifications/certifications will be obtained.

- FDOT Advanced MOT
- CTQP Final Estimates Level II
- CTQP Quality Control Manager (Attend and pass the examination)

**ABILITIES/ RESPONSIBILITIES:**

- Ability to: Communicate effectively in English (verbally and in writing)
- Responsible for: Receiving general instructions regarding assignments and exercising initiative and independent judgment in the solution of work problems.

- Responsible for: Directing and assigning specific tasks to administrative and field staff and assisting in all phases of the construction project.
- Responsible for: Progress estimates and final estimates throughout the construction project duration.

**CEI CONTRACT SUPPORT SPECIALIST (CSS) -**

**EDUCATION:**

- High School Diploma or Equivalent

**EXPERIENCE:**

For personnel with Engineering, Engineering Technology, or Construction Management degrees:

- No prior experience is required

For personnel without Engineering, Engineering Technology, or Construction Management degrees:

- Four (4) years of CEI experience having performed/assisted in project related duties (i.e., Materials Acceptance and Certification (MAC) System input, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.); or
- Two (2) years of experience with 3D Modeling and CADD

**QUALIFICATIONS/CERTIFICATIONS:**

- CTQP Final Estimates Level II

**ABILITIES/ RESPONSIBILITIES:**

- Ability to: Communicate effectively in English (verbally and in writing)
- Responsible for: Exercising independent judgment in planning work details and making technical decisions related to the office aspects of the project
- Responsible for: Familiarity with the City's Procedures covering the project related duties as stated above and proficient in the computer programs necessary to perform those duties.

**CEI SENIOR INSPECTOR**

**EDUCATION:**

- High school graduate or equivalent

**EXPERIENCE:**

- Four (4) years of CEI experience in roadway or bridge construction

**QUALIFICATIONS/ CERTIFICATIONS:**

Must have the following as required by the scope of work for the intended assignment on the project at the time of NTP:

- CTQP Final Estimates Level I
- CTQP Concrete Field Technician Level I
- CTQP Concrete Field Inspector Level II (Bridges)
- 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 structure foundations
- FDOT Intermediate MOT
- IMSA Traffic Signal Inspector Level I
- Nuclear Radiation Safety
- Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

**ABILITIES/ RESPONSIBILITIES:**

- Ability to: Communicate effectively in English (verbally and in writing)
- Responsible for: Performing highly complex technical assignments in field surveying and construction layout, marking, and checking engineering computations, inspecting construction work, and conducting field tests
- Responsible for: Coordinating and managing the lower level inspectors
- Responsible for: Performing work under the general supervision of the Project Administrator

**CEI INSPECTOR** –

**EDUCATION:**

- High School Diploma or Equivalent

**EXPERIENCE:**

- Two (2) years of experience in construction inspection,
  - One (1) year of which shall have been in bridge and/or roadway construction.

**QUALIFICATIONS/ CERTIFICATIONS:**

Qualifications/certifications for this position may be obtained within six (6) months from the date of hire provided that the position works under the supervision and direction of a Senior Inspector, all other requirements for the position are met, and a training plan is submitted detailing when the qualifications/certifications will be obtained.

Must have the following as required by the scope of work for the intended assignment on the project at the time of NTP:

- CTQP Final Estimates Level I
- CTQP Concrete Field Inspector Level I
- CTQP Asphalt Roadway Level I
- CTQP Earthwork Construction Inspection Level I
- CTQP Drilled Shaft Inspection
  - Required for inspection of all drilled shafts including miscellaneous structures such as sign, lighting, and traffic signal structure foundations
- IMSA Traffic Signal Inspector Level I
- FDOT Intermediate MOT
- Nuclear Radiation Safety
- Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

Recommended when the scope of the project includes concrete pavement, grinding concrete pavement, or concrete pavement slab replacement. Courses are available from the Transportation Curriculum Coordination Council (TC3).

- PCC Paving Inspection (TC3CN004-15-T1)
- Diamond Grinding and Grooving (TC3MN009-15-T1)
- Curing, Sawing and Joint Sealing (TC3CN032-16-T1)

**ABILITIES/ RESPONSIBILITIES:**

- Ability to: Communicate effectively in English (verbally and in writing)
- Responsible for: Receiving general supervision from and assisting the Senior Inspector in the performance of their duties

**CEI ASPHALT PLANT INSPECTOR-**

**EDUCATION:**

- High School Graduate or equivalent

**EXPERIENCE:**

- One (1) year of experience in the surveillance and inspection of hot mix asphalt plant operations, OR
- 80 hours working under an approved and qualified asphalt plant inspector at the asphalt plant

**CERTIFICATIONS/QUALIFICATIONS:**

- CTQP Asphalt Plant Level 1
- CTQP Asphalt Plant Level 2

**SENIOR COMMUNITY OUTREACH SPECIALIST-**

**EDUCATION:**

- High School Diploma or Equivalent

**EXPERIENCE:**

- Ten (10) years in Community Outreach/Public Relations

**QUALIFICATIONS:**

- Knowledgeable in community outreach and/or advertising involving mass circulation or distribution of literature, mass advertising, or other similar activities

**COMMUNITY OUTREACH SPECIALIST-**

**EDUCATION:**

- High School Diploma or Equivalent

**EXPERIENCE:**

- Three (3) years in Community Outreach/Public Relations

**QUALIFICATIONS:**

- Knowledgeable in community outreach and/or advertising involving mass circulation or distribution of literature, mass advertising, or other similar activities

**SUR CREW CHIEF** –

EDUCATION:

- High School Diploma or Equivalent

EXPERIENCE:

- Four (4) years of experience in construction surveying
  - Two (2) years as Crew Chief
- Experienced in field engineering and construction layout, making and checking survey computations, and supervising a survey party

ABILITIES/ RESPONSIBILITIES:

- Ability to: Communicate effectively in English (verbally and in writing)
- Ability to: Perform work under general supervision of the Project Administrator

**SUR INSTRUMENT OPERATOR** –

EDUCATION:

- High School Diploma or Equivalent

EXPERIENCE:

- Three (3) years of experience in construction surveying
  - One (1) year as Instrument Person
- Experienced in field engineering and construction layout, making and checking survey computations, and supervising a survey party

ABILITIES/ RESPONSIBILITIES:

- Responsible for: Receiving general supervision from and assisting the Crew Chief

**SUR ROD PERSON** –

EDUCATION:

- High School Diploma or Equivalent

EXPERIENCE:

- Some survey experience or training preferred

ABILITIES/ RESPONSIBILITIES:

- Responsible for: Receiving general supervision from and assisting the Crew Chief

**10.3 Staffing:**

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

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

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

## **11.0 QUALITY ASSURANCE (QA) PROGRAM:**

### **11.1 Quality Assurance Plan:**

Within 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's 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's 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 performed in accordance with the Contract Documents and City procedures.

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

### **11.3 Quality Records:**

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 subject to audit review.

## **12.0 CERTIFICATION OF FINAL ESTIMATES:**

### **12.1 Final Estimate and As-Built Plans Submittal:**

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

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

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

### **12.2 Certification:**

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

Duly authorized representative of the Consultant firm will provide a digitally signed form pursuant to City's procedures.

## **13.0 AGREEMENT MANAGEMENT:**

### **13.1 General:**

- (1) With each monthly invoice submittal, the Consultant will provide a status report for the Agreement. This report will provide an accounting of 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. Invoices not including this required information may be rejected.

- (2) When the Consultant identifies a condition that will require an amendment to the Agreement, the Consultant will communicate this need to the Construction Project Manager for acceptance. Upon acceptance, prepare and submit an Amendment and all accompanying documentation to the Construction Project Manager for approval and further processing. The request is to be submitted at such time to allow the City a minimum of 12 weeks to process, approve, and execute. The content and format of the request 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.

#### **14.0 OTHER SERVICES:**

Upon written authorization by the City, 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.

#### **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 an 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.

**EXHIBIT "B" TO CONTRACT NO. 2023-41**

**CONSTRUCTION ENGINEERING AND INSPECTION FOR  
PRICE BLVD IMPROVEMENTS FROM EAST OF SUMTER BLVD TO WEST OF TOLEDO BLADE BLVD**

**FEE SCHEDULE**

[insert Fee Schedule]



## CEI ESTIMATED MAN HOUR STAFFING

**CLIENT:** City of North Port  
**CONTRACT ID:** \_\_\_\_\_  
**Project NO.:** N/A  
**PROJECT NAME (From/To):** \_\_\_\_\_  
**COUNTY:** Sarasota  
**PROJECT TYPE & DESCRIPTION:** Roadway Widening with utilities, bridges, community outreach  
**DATE PREPARED:** 10/18/2023

**NOTES:** Assumptions - Contract time is estimated at 883 calendar days to Substantial Completion + 30 additional to Final Completion, CEI time to include 2 weeks before and after contract time (31 months in construction plus 1 month mob/demob)  
 Bridges are assumed to be box culverts  
 Assume Resolution Testing will be provided by an independent lab and provided through a separate City of Northport contract  
 Assume no onsite material testing or inspection other than Asphalt Plant.  
 Assume Contractor will be providing the field office and paying for all field office expenses  
 Assume Time and Material Contract on a not to exceed basis  
 Any time extensions to the Construction Contract will require extension to CEI Contract (no weather, holiday, or other schedule delays are included in this proposal)

Item No.	Personnel Classifications																																	Man Months	Man Hours	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32			
1	CEI Senior Project Engineer (AECOM - Sandra)	0.10	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.10	4.70	775.50
2	CEI Project Administrator (AECOM - Floyd)	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.50	31.00	5115.00	
3	CEI Contract Support Specialist (AECOM - Kasha)	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	16.00	2640.00		
4	CEI Senior Inspector (AECOM - Lead-Nick)	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.50	31.00	5115.00		
5	CEI Senior Inspector (AECOM - Rdwy/Utilities - Ian)	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.50	31.00	5115.00		
6	CEI Senior Bridge Inspector (AECOM - Bridge - Derek)		0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50			14.00	2310.00		
7	CEI Inspector (AECOM)	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.50	31.00	5115.00			
8	CEI Inspector (AECOM)	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.50	31.00	5115.00			
9	CEI Asphalt Plant Inspector (Highspans)			0.20		0.20		0.20		0.20		0.20		0.20		0.20		0.20		0.20		0.20		0.20		0.20		0.20		0.20	0.20	0.20	3.20	528.00		
10	Community Outreach Specialist - Senior (Quest)	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	14.10	2326.50			
11																																				
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	<b>SUBTOTALS</b>	<b>3.60</b>	<b>6.65</b>	<b>6.85</b>	<b>6.55</b>	<b>6.75</b>	<b>6.55</b>	<b>6.25</b>	<b>6.25</b>	<b>3.50</b>	<b>207.00</b>	<b>34155.00</b>																								

Total Hours 34155.00

Item No.	Personnel Classifications	Man Months	Man Hours	Hourly Rate	Total Salary Cost	Percent of Overtime	Overtime Man Hours	Overtime Salary Cost	Premium Overtime Rate	Premium Overtime Cost	Estimated Total Cost
1	CEI Senior Project Engineer (AECOM - Sandra)	4.70	775.50	\$ 235.00	\$ 182,242.50			\$ -	\$ -	\$ -	\$ 182,242.50
2	CEI Project Administrator (AECOM - Floyd)	31.00	5115.00	\$ 170.00	\$ 869,550.00			\$ -	\$ -	\$ -	\$ 869,550.00
3	CEI Contract Support Specialist (AECOM - Kasha)	16.00	2640.00	\$ 140.00	\$ 369,600.00			\$ -	\$ -	\$ -	\$ 369,600.00
4	CEI Senior Inspector (AECOM - Lead-Nick)	31.00	5115.00	\$ 98.00	\$ 501,270.00	10%	511.50	\$ 50,127.00	\$ 20.00	\$ 10,230.00	\$ 561,627.00
5	CEI Senior Inspector (AECOM - Rdwy/Utilities - Ian)	31.00	5115.00	\$ 98.00	\$ 501,270.00	10%	511.50	\$ 50,127.00	\$ 20.00	\$ 10,230.00	\$ 561,627.00
6	CEI Senior Bridge Inspector (AECOM - Bridge - Derek)	14.00	2310.00	\$ 98.00	\$ 226,380.00	10%	231.00	\$ 22,638.00	\$ 20.00	\$ 4,620.00	\$ 253,638.00
7	CEI Inspector (AECOM)	31.00	5115.00	\$ 75.00	\$ 383,625.00	10%	511.50	\$ 38,362.50	\$ 15.00	\$ 7,672.50	\$ 429,660.00
8	CEI Inspector (AECOM)	31.00	5115.00	\$ 75.00	\$ 383,625.00	10%	511.50	\$ 38,362.50	\$ 15.00	\$ 7,672.50	\$ 429,660.00
9	CEI Asphalt Plant Inspector (Highspans)	3.20	528.00	\$ 89.00	\$ 46,992.00			\$ -	\$ -	\$ -	\$ 46,992.00
10	Community Outreach Specialist - Senior (Quest)	14.10	2326.50	\$ 143.56	\$ 333,992.34			\$ -	\$ -	\$ -	\$ 333,992.34
11					\$ -			\$ -	\$ -	\$ -	\$ -
12					\$ -			\$ -	\$ -	\$ -	\$ -
13					\$ -			\$ -	\$ -	\$ -	\$ -
14					\$ -			\$ -	\$ -	\$ -	\$ -
15					\$ -			\$ -	\$ -	\$ -	\$ -
	<b>SUBTOTALS</b>	<b>207.00</b>	<b>34155.00</b>		<b>\$ 3,798,546.84</b>			<b>\$ 199,617.00</b>		<b>\$ 40,425.00</b>	<b>\$ 4,038,588.84</b>

\*Note: This is a limiting amount T&M project assignment. In the event the limiting amount cap is reached, a change order will be processed to add additional funding to the contract. If no supplemental funding is available, the Consultant is not obligated to continue work per the contract and scope of services.\*

Additional Items:	
Geotechnical Lab Testing Allowance	\$ 40,000.00
Survey Support Allowance (McKim & Creed)	\$ 20,000.00

**TOTAL DURING CONSTRUCTION \$ 4,098,588.84**

Geotechnical

	Unit Price	Hrs	Total
Concrete Cylinders, Compressive Strength (ASTM C39)	\$ 230.00	30	\$ 6,900.00
Std. or Mod. Proctor (AASHTO T99/T180)	\$ 140.00	31	\$ 4,340.00
Limerock Bearing Ratio (LBR) (FM 1-T180/FM 5-515) (VT and IV LBR)	\$ 420.00	20	\$ 8,400.00
Soil Class/ Sieve Analysis (AASHTO M145/ T-88)	\$ 95.00	16	\$ 1,520.00
Atterberg Limits (LL/PL AASHTO T89/T90)	\$ 120.00	16	\$ 1,920.00
Organic Content (FM 1-T267)	\$ 90.00	16	\$ 1,440.00
Senior Project Engineer	\$ 175.00	25	\$ 4,375.00
Unforeseen IV testing, as needed			\$ 5,000.00
Unforeseen Resolution Testing, as needed			\$ 5,000.00

\$ 38,895.00

Survey

	Unit Price	Hrs	Total
Establish/Check project survey control baseline survey, 3 man crew	229.21	24	\$ 5,501.04
Unforeseen issues, 3 man survey crew	229.21	12	\$ 2,750.52
As Built Verification Survey 3 man crew	229.21	24	\$ 5,501.04
Surveyor	177.71	24	\$ 4,265.04

\$ 18,017.64

**PUBLIC INFORMATION SERVICES SCOPE AND FEE ESTIMATE**  
**For City of North Port**  
**Construction Engineering and Inspection Services (CEI) and Geotechnical Engineering Services for**  
**Price Boulevard- Phase 1 Widening Project**  
*Submitted October 13, 2023*

Quest Corporation of America, Inc. (Quest) welcomes the opportunity to support the public information efforts for the Construction Engineering and Inspection Services (CEI) and Geotechnical Engineering Services for Price Boulevard- Phase 1 Widening Project for the City of North Port in Sarasota County, Florida.

The public information services to be provided by Quest during preconstruction and construction include the following:

**Pre-Construction:**

- **Provide public information and outreach services** – Develop and maintain stakeholder list, provide regular updates to stakeholders through various communications methods as needed (newsletters, emails, advisories); develop a project information email and/or contact form/hotline creation and management; attend progress meetings; plan and execute other outreach through community events/meetings and other tasks as outlined by Project Manager. Collect and track comments and responses via a comment matrix.
- **Coordinate with City of North Port staff and PIO** – Coordinate project activities with City PIO, Fire Department, EMS, Commissioners, Sarasota County Schools, U.S. Postal Service in a timely manner through defined methods. Support coordination with the postal service on the kiosks to help build consensus on kiosk sites and begin community coordination.
- **Develop and distribute collateral throughout project** – Design, develop and produce project flyers or postcards, contact information card; provide information electronically and/or in person at pop-up and community events (Saturday markets, public spaces). Serve as an extension of City staff to collect stakeholder phone numbers for direct text communication, if desired.



**Construction:**

- **Coordinate with City of North Port staff and PIO** – Coordinate project activities with City PIO, Fire Department, EMS, Commissioners, Sarasota County Schools, U.S. Postal Service in a timely manner through defined methods. Support coordination with the postal service to distribute postal keys.
- **Provide public information and outreach services** – Maintain stakeholder list, provide regular updates to stakeholders through various communications methods as needed (newsletters, emails, advisories); develop a project information email and/or contact form/hotline creation and management; attend progress meetings; plan and execute other outreach through community events/meetings and other tasks as outlined by Project Manager. Collect and track comments and responses via a comment matrix.
- **Coordinate communications with media** – Support City with local and regional media outlets to provide timely information about the project for print, broadcast, and online placements.
- **Create project website** – Design and develop a project website in compliance with City branding and identity including two website concepts and establishing a staging site with the approved concept, for review. Create and manage web content including pre-construction and construction project information. Provide project updates, and report website analytics monthly. Site could include a Notices page for project updates, Contact and Comment form for people interested in being added to an outreach list or submitting comments.
- **Social media outreach** – Creation and maintenance of a project presence on Facebook and possibly an X (formerly Twitter) feed for up-to-the minute project updates. Coordinate with City communications staff on creation of a social media schedule, if feasible, and regular project update posts.
- **Provide QA/QC Project Management** – All project public information materials will include a quality assurance/quality control review including any materials provided in Spanish format.

**Fee Estimate**

Stage	Months @ %	Hours	Loaded Rate	Total
Pre-Construction	6 months @ 50%	495 hours	\$143.56 per hr.	\$71,062.20
Construction	13 months @ 50%	1,072.5 hours	\$143.56 per hr.	\$153,968.10
Construction	19 months @ 40%	1,254 hours	\$143.56 per hr.	\$180,024.24
			Total	\$405,054.54

**EXHIBIT "C" TO CONTRACT NO. 2023-41**

**CONSTRUCTION ENGINEERING AND INSPECTION FOR  
PRICE BLVD IMPROVEMENTS FROM EAST OF SUMTER BLVD TO WEST OF TOLEDO BLADE BLVD**

**PROJECT SCHEDULE**

[insert Project Schedule]

Pre-Construction Services		
Milestones	Project Calendar Days	Estimated Calendar Days from P.O. Issuance to Completion of Milestone
Pre-Construction Services	120	120

Construction Services		
Milestones	Project Calendar Days	Estimated Calendar Days from P.O. Issuance to Completion of Milestone
Mobilization	14	134
Construction to Substantial Completion	883	1017
Substantial Completion to Final Acceptance	30	1047
Demobilization	14	1061

**ATTACHMENT 5**  
**CONFLICT OF INTEREST FORM**

Florida Statutes Section 112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City of North Port, Florida ("City") either directly or indirectly.

**PART I.** [Select and complete all that apply]:

I am an employee, public officer, or advisory board member of the City.

Identify the position and/or board: \_\_\_\_\_

I am the spouse or child of an employee, public officer, or advisory board member of the City.

Identify the name of the spouse or child: \_\_\_\_\_

I am an employee, public officer or advisory board member of the City, or my spouse or child, is an officer, partner, director, or proprietor of Respondent/Contractor or has a material interest in Contractor. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of Florida Statutes Section 112.313, indirect ownership does not include ownership by a spouse or minor child.

Identify the name of the person and the entity \_\_\_\_\_

Bidder/Contractor employs or contracts with an employee, public officer, or advisory board member of the City.

Identify the name of the employee, public officer, or advisory board member \_\_\_\_\_

None of the Above

**PART II: Will you request an advisory board member waiver?**

I WILL request an advisory board member waiver under §112.313(12)

I WILL NOT request an advisory board member waiver under §112.313(12)

N/A

The City will review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any Contractor whose conflicts are not waived or exempt.

\_\_\_\_\_  
Signature of Person Authorized to Bind the Contractor  
J. Larry Sauls

\_\_\_\_\_  
Printed Name  
Authorized Signatory

\_\_\_\_\_  
Title  
9/8/23

\_\_\_\_\_  
Date

ATTACHMENT 6

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Representative

**J. Larry Sauls**

\_\_\_\_\_  
Name

**Authorized Signatory**

\_\_\_\_\_  
Title

9/8/23

\_\_\_\_\_  
Date

Contract No. 2023-41

ATTACHMENT 7

NON-COLLUSIVE AFFIDAVIT

Before me, the undersigned authority ("Affiant"), personally appeared:

J. Larry Sauls who, being first duly sworn, deposes and says that:

- 1. Affiant is the Authorized Signatory [insert Owner, Partner, Officer, Representative or Agent] of AECOM Technical Services, Inc. [insert name of Contractor] the Respondent that has submitted the attached reply;
2. Affiant is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply;
3. Such reply is genuine and is not a collusive or sham reply;
4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted: or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any respondent, firm, or person to fix the price or prices in the attached reply or of any other respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed, and delivered on 9/8, 2023. Signature J. Larry Sauls Printed Name Authorized Signatory Title

SWORN ACKNOWLEDGMENT

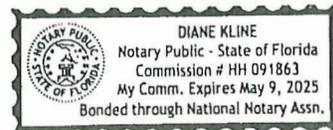
STATE OF Florida COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 8 day of September 2023, by J. Larry Sauls.

Diane Kline Notary Public

Personally Known OR Produced Identification Type of Identification Produced

Solo Page



Contract No. 2023-41

**ATTACHMENT 8  
PUBLIC ENTITY CRIME INFORMATION**

As provided by F.S. §287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods or services to a public entity, may not submit a bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, J. Larry Sauls, being an authorized representative of the Contractor, have read and understand the contents above.

I certify that the Contractor is not disqualified from replying to this solicitation/contracting because of Florida Statutes Section 287.133.

Telephone #: 813-927-6887 Fax #: n/a

Federal ID #: 95-2661922 Email: larry.sauls@agcom.com

[Handwritten Signature]  
Signature of Contractor's Authorized Representative

J. Larry Sauls  
Name and Title of Contractor's Authorized Representative

9/8/23  
Date

**SWORN ACKNOWLEDGMENT**

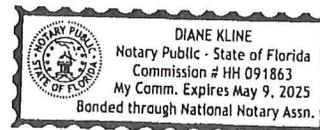
STATE OF FLORIDA  
COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 8 day of September, 2023 by J. Larry Sauls.

[Handwritten Signature]  
Notary Public – State of Florida

Personally Known  OR Produced Identification   
Type of Identification Produced \_\_\_\_\_

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Contract No. 202341

**Attachment 9**

**DRUG FREE WORKPLACE FORM**

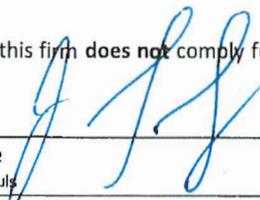
The undersigned, in accordance with Florida Statutes Section 287.087, hereby certifies that the Contractor, AECOM Technical Services, Inc. (Company Name):

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notifies employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposes a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free workplace through implementation of this section.

**Check one:**

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.



\_\_\_\_\_  
Signature  
J. Larry Sauls

\_\_\_\_\_  
Printed Name  
Authorized Signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date 9/8/23

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Contract No. 2023-41

**Attachment 10**  
**SCRUTINIZED COMPANY CERTIFICATION FORM**

Contractor Name: AECOM Technical Services, Inc.  
Authorized Representative Name and Title: J. Larry Sauls, Authorized Signatory  
Address: 171 Center Road City: Venice State: FL ZIP: 34285  
Phone Number: 239-250-6680 Email Address: larry.sauls@aecom.com

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

**CHOOSE ONE OF THE FOLLOWING**

This Contract or Contract renewal is for goods or services of less than \$1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes Section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.

This bid, proposal, Contract or Contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes Section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the Contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.

Certified By:

Signature of Contractor's Authorized Representative

J. Larry Sauls

Name

Authorized Signatory

Title

9/8/23

Date

Contract No. 2023-41

**Attachment 11**

**VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM**

The undersigned Vendor/Consultant/Contractor (Vendor), after being duly sworn, states the following:

1. Vendor is a person or entity that has entered into or is attempting to enter into a contract with the City of North Port (City) to provide labor, supplies, or services to the City in exchange for salary, wages or other remuneration.
2. Vendor has registered with and will use the E-Verify System of the United States Department of Homeland Security to verify the employment eligibility of:
  - a. All persons newly hired by the Vendor to perform employment duties within Florida during the term of the contract; and
  - b. All persons, including sub-contractors, sub-vendors or sub-consultants, assigned by the Vendor to perform work pursuant to the contract with the City.
3. If the Vendor becomes the successful Contractor who enters into a contract with the City, then the Vendor will comply with the requirements of Section 448.095, Fla. Stat. "Employment Eligibility", as amended from time to time.
4. Vendor will obtain an affidavit from all subcontractors attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien as defined in 8 United States Code, Section 1324A(H)(3).
5. Vendor will maintain the original affidavit of all subcontractors for the duration of the contract.
6. Vendor affirms that failure to comply with the state law requirements can result in the City's termination of the contract and other penalties as provided by law.
7. Vendor understands that pursuant to Florida Statutes, section 448.095, the submission of a false certification may result in the termination of the contract if one is entered into, and may subject the Vendor named in this certification to civil penalties, attorney's fees and costs.

VENDOR: AECOM Technical Services, Inc. (Vendor's Company Name)

Certified By:   
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: J. Larry Sauls, Authorized Signatory

Date Certified: 9/8/23