


CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller 
Director of Procurement

DATE: December 22, 2015

RE: Authorization to Execute Cooperative Purchase (Piggyback) Agreement with Greenman-Pedersen, Inc., for Surface Preparation and Painting Consultant Services; Contract No. 001172

Board approval is requested to execute a three-year agreement with Greenman-Pedersen, Inc., (GPI) in the not-to-exceed amount of \$750,000.00 to provide consultant services related to surface preparation and painting for bridges and sign structures. These services will provide a comprehensive and uniform approach to the engineering selection, preparation and application inspection of protective and aesthetic coatings applied to elements of our infrastructure.

This will be a cooperative purchase (piggyback) agreement based on a contract between GPI and the Florida Department of Transportation (FDOT) for the same services.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
SURFACE PREPARATION AND PAINTING CONSULTANT
CONTRACT NO. 001172**

This Contract is made this 14th day of January, 2016, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and GREEMAN-PEDERSEN, INC., hereinafter the CONSULTANT:

WITNESSETH:

WHEREAS, was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and,

WHEREAS, has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of , in order to carry out the powers granted to it (by state law);" and,

WHEREAS, has determined that it is necessary and convenient in the conduct of its business to retain the services of a consultant to provide surface preparation and painting consultant services; and,

WHEREAS, on or about April 23, 2013, the CONSULTANT entered into an agreement with the Florida Department of Transportation (FDOT) to provide the same services as required by CFX with an expiration date of April 26, 2018; and,

WHEREAS, a Request for Proposals seeking qualified contractors to perform such services for was not required because the CONSULTANT has an existing contract with FDOT (C9A63) for the same services to be provided hereunder and has decided to contract with CONSULTANT for the performance of the services described herein under the same conditions previously negotiated by FDOT; and,

WHEREAS, the CONSULTANT agrees to provide the services under the same terms and conditions as included in its contract with FDOT, a copy of which is attached to this Contract, and such additional terms and conditions as detailed below;

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONSULTANT shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Contract in the manner and to the full extent as required by .

2. CONTRACT TERM AND TERMINATION

The term of the Contract will be three (3) years from the date established in the Notice to Proceed from CFX. There shall be two (2) renewal options of 1-year each. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONSULTANT with written notice of its intent at least 60 days prior to the expiration of the initial three-year Contract Term.

Termination shall be according to the CONSULTANT's agreement with FDOT.

3. COMPENSATION FOR SERVICES

Compensation shall be in accordance with the pricing sheet included in the CONSULTANT's contract with the FDOT. Total compensation to the CONSULTANT during the initial three-year Contract term shall not exceed \$750,000.00.

Payment will be made to the CONSULTANT not more than once monthly. The CONSULTANT shall prepare and forward two (2) copies of each monthly invoice (in a format acceptable to CFX) to CFX's Director of Construction. The invoice shall include a breakdown of the work performed by the CONSULTANT to verify the hours being charged.

4. CONSULTANT INSURANCE

CONSULTANT shall carry and keep in force during the period of this Contract, the required amount of coverage as stated in the CONSULTANT's contract with FDOT. Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance. The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

5. INDEMNITY

The CONSULTANT shall indemnify and hold harmless CFX and all of its respective officers, agents, CONSULTANT's or employees from all suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONSULTANT (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONSULTANT (its subcontractors, officers, agents or employees). CONSULTANT will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees.

6. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONSULTANT in conjunction with this Contract (including without limitation CONSULTANT Records and Proposal Records, if and as applicable), CONSULTANT shall immediately notify . Thereafter, CONSULTANT shall follow CFX's instructions with regard to such request. To the extent that such request seeks non-exempt public records, CFX shall direct CONSULTANT to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by CONSULTANT to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by CFX.

7. PRESS RELEASES

CONSULTANT shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, without first notifying CFX and securing its consent in writing.

8. PERMITS, LICENSES, ETC.

Throughout the term of the Contract, the CONSULTANT shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONSULTANT; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

9. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONSULTANT acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Ethics Policy. The CONSULTANT acknowledges that it has read, and to the extent applicable, acknowledges that it will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONSULTANT shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will by reference be made a part of this Contract as though set forth in full.

10. NONDISCRIMINATION

CONSULTANT, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

11. SUBLETTING AND ASSIGNMENT

CONSULTANT shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to 's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or her/his designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or her/his designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the CFX Board at its next regularly scheduled meeting.

12. OTHER SEVERABILITY

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

13. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

14. RELATIONSHIPS

CONSULTANT acknowledges that no employment relationship exists between CFX and CONSULTANT or CONSULTANT's employees. CONSULTANT shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONSULTANT shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

15. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

15.1 Payment to CONSULTANT for satisfactory work performed or for termination expenses, if applicable; and

15.2 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

16. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

CONSULTANT shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date below. This Contract was awarded by the CFX Board of Directors at its meeting on January 14, 2016.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

GREENMAN-PEDERSEN, INC.

By: _____

Title

Attest: _____ (Seal)

Date: _____

Approved as to form and execution, only.

General Counsel for CFX

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ASSIGNMENT AGREEMENT**

Modification / Amendment Number 3 for Contract No. C-9A63
Financial Project I.D. 410265-2-62-01
Vendor No. F112537074

This Assignment Agreement ("Assignment") is made this 10th day of March, 2014, between GPI Southeast, Inc., a Florida Corporation ("Assignor"), Greenman-Pedersen, Inc., a New York Corporation ("Assignee"), and the State of Florida Department of Transportation ("Department").

RECITALS:

- A. The Department entered into those certain Contracts listed in Exhibit "A" attached hereto and incorporated herein ("Contracts") with Assignor.
- B. Assignor wishes to assign all of its rights, title and interest in the Contracts to Assignee.
- C. The Contracts are by their terms assignable only upon the prior written consent of the Department.
- D. Assignor desires to assign the Contracts to Assignee and Assignee is willing to perform all remaining duties and obligations under the Contracts.

In consideration of the mutual covenants herein, the parties agree as follows:

- 1. Assignor grants, bargains, sells, conveys, transfers, assigns, and sets over its entire right, title, interest in and duties under the Contracts to Assignee subject to the covenants and conditions set forth herein.
- 2. Assignee assumes all obligations of Assignor under the Contracts for all work undertaken by Assignor prior to the effective date of the Assignment including but not limited to existing liabilities and subconsultant obligations, and Assignee assumes the Contracts and will perform faithfully all of the covenants, stipulations and agreements contained therein.
- 3. The Department consents to the assignment of the Contracts to Assignee; provided, however, the Department's consent to this transfer will not constitute a waiver of the general prohibition against assignment contained in the Contracts as to further assignments and will not constitute a release of Assignor under the Contracts to the extent of Assignor's performance up to the effective date of this Assignment or to the extent of Assignee's failure to perform under the Contracts hereafter, it being understood that this Assignment will not be deemed to effect a novation. Assignor will remain fully liable for all obligations of the Contracts.
- 4. Assignor represents, and Assignee accepts, that there are no claims or demands against the Department arising out of or related to the performance under the Agreement prior to the effective date hereof.
- 5. This Agreement shall also be applicable to all contracts where Assignor is authorized as a subconsultant in accordance with Section 7A of the Standard Professional Services Agreement Terms.

The parties have executed this Agreement on the dates below.

Assignor:

GPI Southeast, Inc., a Florida corporation:

BY: 

Authorized Signature

Print Name: Sandra M. Bucklew, P.E.

Title: Vice President

Date: March 3, 2014

Vendor No.: F593473116

Assignee:

Greenman-Pedersen, Inc., a New York corporation

BY: 

Authorized Signature

Print Name: Sandra M. Bucklew, P.E.

Title: Vice President

Date: March 3, 2014

VENDOR NO.: F112537074

Department:

State of Florida, Department of Transportation

BY: 

Authorized Signature

Name: Harry Bass

Title: Director of Transportation Support

Date: _____

LEGAL REVIEW

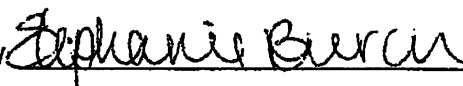


EXHIBIT "A" Contracts Assigned

District	Contract No.	Execution Date	Contract Description	Assignor Sequence #	Assignee Sequence #
2	C9199	5/25/2011	CEI-MATHEWS BRIDGE PAINTING	001	005
2	C9494	3/5/2012	CEI - LAKE CITY RESIDENCY	001	004
2	C9688	6/13/2012	CEI JK-20 I-295 RESURFACING	001	005
2	C9B23	5/30/2013	MAIN STREET BRIDGE CEI	001	005
2	C9B56	6/14/2013	CCEI SERVICES	001	005
3	C8S88	11/17/2008	DESIGN SR 85 OKALOOSA CO	001	004
3	C8W00	10/15/2009	DESIGN GRP 10-04 SANTA ROSA CO	001	004
3	C8Y43	6/9/2010	D-W CEI AND SUBSURFACE LOCATE	001	004
3	C9162	3/30/2011	GROUP 11-04 IN ESCAMBIA CO	001	004
3	C9734	7/20/2012	RCI DATA COLLECTION	001	004
3	C9777	8/27/2012	DESIGN OF SR 71 IN CALHOUN CO	001	004
3	C9C01	6/27/2013	GRP 13-F IN JACKSON CO	001	004
6	C9A63	4/26/2013	D/W ASBESTOS & LEAD ABATEMENT	002	006

GPI SOUTHEAST, INC.

Engineering, Surveying, Environmental, Coatings and Construction Services

At a meeting of the Board of Directors of GPI Southeast, Inc., at which all the Directors were present or waived notice, it was

VOTED, Sandra M. Bucklew, Vice President of GPI Southeast, Inc., be, and he hereby is, authorized to execute contracts in the name and behalf of said Company and affix its corporate seal thereto; and such execution of any contract or obligation in this Company's name on its behalf by such Vice President, under seal of the Company, shall be valid and binding upon this Company.

A true copy

ATTEST: Michael J. Buoncore
Michael J. Buoncore
Secretary/Treasurer

Place of Business:
GPI Southeast, Inc.
325 West Main Street
Babylon, NY 11702

Date of this Declaration:
May 14, 2013

I hereby certify that I am the Secretary/Treasurer of GPI Southeast, Inc. and that Sandra M. Bucklew is the duly elected Vice President of said Company; and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

Michael J. Buoncore
Michael J. Buoncore
Secretary/Treasurer

Corporate Seal

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD PROFESSIONAL SERVICES AGREEMENT

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Contract No. C 9A63
FDOT Financial ID No.(s) 41026526201

Appropriation Bill Number(s)/Line Item Number(s) for
1st year of contract, pursuant to s. 216.313, F.S.

F.A.P. No. TBD

(required for contracts in excess of \$5 million)

THIS AGREEMENT, made and entered into this 26th day of April 2013, by and
(This date to be entered by DOT only)
between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the
Department and GPI Southeast, Inc.

(F.E.I.D. No. 593473116) of 13097 North Telecom Parkway, Tampa, Florida 33637

authorized to conduct business in the State of Florida, hereinafter called the Consultant, agree as follows:

The Consultant and the Department mutually agree to abide by the Department's **Standard Professional Services Agreement, Terms**, dated June, 2011 which are available as an appendix to this form in the Department's Professional Services web site or from the Department's Office of Procurement. The **Standard Professional Services Agreement Terms**, with the exception of the following non-applicable sections:

N/A

are incorporated by reference and made a part of this Agreement.

1. SERVICES AND PERFORMANCE

- A. The Department does hereby retain the Consultant to furnish certain services as described in Exhibit "A", attached hereto and made a part hereof, in connection with
District wide Asbestos & Lead Abatement Supervision & Abatement Inspection
- B. Unless changed by written agreement, the site for inspection of work referenced in Section 1.1 of the **Standard Professional Services Terms**, will be 13097 North Telecom Parkway, Tampa, Florida 33637

2. TERM

- A. Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this Agreement will remain in full force and effect through completion of all services required of the Consultant or a 5 year term from the date of execution of this Agreement, whichever occurs first.
- B. Check applicable terms
- ☐ The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from the Department's _____ which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within _____ months of the commencement date specified in the notice to proceed or as modified by subsequent Amendment of Supplemental Agreement.
- ☒ The project services to be rendered by the Consultant for each task assignment will commence, upon written notice from the Department's Project Manager, and will be completed within the time period specified in each task assignment. All services performed under this contract will be completed within 60 months from the date of this Agreement. The total fee for all accumulated task assignments may not exceed \$1,500,000.00.
- ☐ The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from the Department's _____ which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within _____ calendar days following completion of the construction contract(s) with which consultant services are associated. The anticipated length of the consultant services is _____ months.

3. **INSURANCE**

The amount of liability insurance to be maintained by the Consultant in accordance with Section 4.B of the Standard Professional Services Agreement Terms is \$250,000.

4. **SUBCONTRACTS**

The following subconsultants are authorized under this Agreement in accordance with Section 7.A. of the Standard Professional Services Agreement Terms:
ECO Advisors, LLC VF-263951247

5. **COMPENSATION**

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

6. **MISCELLANEOUS**

A. Reference in this Agreement to Director will mean the Director of Transportation Operations.

B. The services provided herein ☒ do ☐ do not involve the expenditure of federal funds. In the event federal funds are involved, Section 9 of the Standard Professional Services Agreement Terms is incorporated by reference.

C. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein.

Page A-1 through Page A- 16 : Exhibit "A", Scope of Services

Page B-1 through Page B- 5 : Exhibit "B", Method of Compensation

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

GPI Southeast, Inc.

Name of Consultant

BY:

Paul J. Forte

Authorized Signature

PAUL J. FORTE

(Print/Type)

Title:

President

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

BY:

Debra M. Rivera

DEBRA M. RIVERA

(Print/Type)

Title: Director of Transportation Operations

FOR DEPARTMENT USE ONLY

APPROVED:

James J. C. M.
Professional Services Unit

LEGAL REVIEW:

C. H.
General Counsel Office

**State of Florida Department of Transportation
STANDARD PROFESSIONAL SERVICES AGREEMENT TERMS
June, 2011**

1. SERVICES AND PERFORMANCE

- A. Before making any additions or deletions to the work described in the Agreement, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will enter into a Supplemental Agreement covering such work and compensation. Reference herein to the Agreement will be considered to include any Supplemental Agreement.
- B. In the performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The Consultant will use due care in performing its services and will have due regard for acceptable engineering standards and principles. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.
- C. The Consultant agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of work being done by the Consultant and of the details thereof. Coordination will be maintained by the Consultant with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to the Agreement may request and be granted a conference.
- D. All services will be performed by the Consultant to the satisfaction of the Director who will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and the decision upon all claims, questions and disputes will be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses will be subject to mutual agreement of the parties, and Supplemental Agreement(s) of such a nature as required will be entered into by the parties in accordance herewith.

In the event that the Consultant and the Department are not able to reach an agreement as to the amount of compensation to be paid to the Consultant for supplemental work desired by the Department, the Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by the Department to be reasonable. In such event, the Consultant will have the right to file a claim with the Department for such additional amounts as the consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve the Consultant from the obligation to timely perform the supplemental work.

- E. In the event the work covered by this Agreement includes the preparation of construction plans, it is understood that the work may be divided into two or more construction projects by the Director and that, if this is done, the Consultant will supply construction plans for each project.
- F. The Consultant is authorized to use the Department's computer facilities utilizing Department programs required for the performance of the services herein. The Consultant will identify the programs required and submit a written request to the Department's Project Manager for approval.
- G. All design work performed by the Consultant for projects where anticipated construction cost is one million dollars (\$1,000,000) or more will be subject to Value Engineering. The Department further reserves the right to subject projects of lesser construction cost to Value Engineering should the Department deem circumstances are present that warrant such a decision. Value Engineering may be performed at any stage of the design process. Unless specifically identified in the Agreement, the Consultant will not be required to perform the Value Engineering analysis.
- H. The Consultant will not be liable for use by the Department of plans, documents, studies or other data for any purpose other than intended by the terms of this Consultant Agreement.

- I. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Department upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Department will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

2. **TERM:**

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

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

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

It will be the responsibility of the Consultant to ensure at all times that sufficient time remains in the Project Schedule within which to complete the services on the project. In the event there have been delays which would affect the project completion date, the Consultant will submit a written request to the Department which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. The Department will review the request and make a determination as to granting all or part of the requested extension.

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

3. **COMPENSATION:**

- A. Bills for fees or other compensation for services or expenses will be submitted to the Department in detail sufficient for a proper preaudit and postaudit thereof. The Department will render approval or disapproval of services within five working days of the receipt of a written progress report unless otherwise stated in the Agreement. The progress report will be accompanied by an appropriate invoice.
- B. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, will be submitted in accordance with Section 112.061, Florida Statutes.
- C. Records of costs incurred under terms of this Agreement will be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records will be furnished to the Department upon request.

- D. Records of costs incurred will include the Consultant's general accounting records and the project records, together with supporting documents and records, of the Consultant and all subconsultants performing work on the project, and all other records of the Consultant and subconsultants considered necessary by the Department for a proper audit of project costs.
- E. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement will be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, Rule Chapter 14-75, Florida Administrative Code, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State regulations and Federal regulations in that the more restrictive of the applicable regulations will govern.
- F. The Consultant should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- G. If a payment is not available within 40 days, a separate interest penalty at a rate established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the Consultant. Interest penalties of less than one dollar will not be paid unless the Consultant requests payment. Invoices which have to be returned to a Consultant because of Consultant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- H. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Except for issues arising from contract indemnification provisions, the Department will have the right to retain out of any payment due the Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to the Department by the Consultant on any other Agreement between the Consultant and the Department. The Department may withhold payment on any invoice in the event that the Consultant is in default under any provision of this Agreement or any other Agreement between the Consultant and the Department as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, the Department will have the right to retain an amount equal to the damages suffered as a result of the default.
- J. It is mutually agreed and understood that the following provision will be applicable to this Agreement if the compensation to be paid to the Consultant, whether by lump sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR.

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

- K. The Department, during any fiscal year, will not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department will require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained will prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND INSURANCE:

- A. If the Consultant is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the Department relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the Consultant will indemnify and hold harmless the Department, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract.

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

- B. The Consultant will have and maintain during the term of this Agreement, a professional liability insurance policy or policies, or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this Agreement in the amount specified in the Agreement.
- C. Under the terms of this agreement, the plans, reports and recommendations of the Consultant will be reviewed by the Department for conformity with Department standards and agreement terms. However, review by the Department does not constitute detailed review or checking of design components and related details, or the accuracy with which designs are depicted on the plans.
- D. Acceptance of the work by the Department or Agreement termination does not constitute Department approval and will not relieve the Consultant of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The Consultant shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the Consultant without additional compensation. If these errors and/or omissions are discovered during the construction of the project, they shall be corrected without additional compensation.

5. COMPLIANCE WITH LAWS:

- A. All final plans, documents, reports, studies and other data prepared by the Consultant shall bear the professional's seal/ signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.
- B. Chapter 337.162 Florida Statutes applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it will submit a complaint about the violations to the Department of Business and Professional Regulation. The complaint will be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of his employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules will submit a complaint about the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455 and the state licensing law applicable to that licensee. The complaint will be confidential.
 - (3) Any confidential information submitted to the Department of Business and Professional Regulation will remain confidential pursuant to Chapter 455 and applicable state law.

- C. The Consultant will comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.
- D. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this Paragraph, the Department shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- E. The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Consultant in conjunction with this Agreement. Failure by the Consultant to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
- F. The Consultant agrees that it will make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department and securing its consent in writing. The Consultant also agrees that it will not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information is the property of the Department.
- G. Consultant covenants and agrees that it and its employees will be bound by the standards of conduct provided in applicable Florida Statutes and applicable rules of the Department of Business and Professional Regulation as they relate to work performed under this Agreement. Consultant further covenants and agrees that when a former state employee is employed by the Consultant, the Consultant will require that strict adherence by the former state employee to Florida Statutes 112.313(9) and 112.3185 is a condition of employment of said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- H. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- I. The Department will consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement, by the Department, if the Consultant knowingly employs unauthorized aliens.
- J. **DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

6. TERMINATION AND DEFAULT

- A. The Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination, as follows:
- (1) If the Department determines that the performance of the Consultant is not satisfactory, the Department may notify the Consultant of the deficiency with the requirement that the deficiency be corrected within a specified time; but not less than 10 days. Otherwise the Agreement will be terminated at the end of such time or thirty (30) days whichever is sooner.
 - (2) If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Consultant, the Department will notify the Consultant of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement is to be terminated.
 - (3) If the Agreement is terminated before performance is completed, the Consultant will be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the Agreement.
- B. The Department reserves the right to cancel and terminate this Agreement in the event the Consultant or any employee or agent of the Consultant is convicted for any crime arising out of or in conjunction with any work being performed by the consultant for or on behalf of the Department, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans specifications, computer files, maps, and data prepared or obtained under this Agreement will immediately be turned over to the Department. The Department reserves the right to terminate or cancel this Agreement in the event the Consultant will be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The Department further reserves the right to suspend the qualifications of the Consultant to do business with the Department upon any such conviction.
- C. If the Agreement is for goods or services of \$1 million or more and was entered into or renewed on or after July 1, 2011 and the Department determines that the Vendor submitted a false certification under Section 287.135(5), Florida Statutes, or if the Vendor has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall have the option of (1) terminating the Agreement after it has given the Vendor notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

7. ASSIGNMENT AND SUBCONTRACTORS

- A. The Consultant will maintain an adequate and competent professional staff so as to enable Consultant to timely perform under this Agreement and must be authorized to do business within the State of Florida and may associate with it such subconsultants, for the purpose of its services hereunder, without additional cost to the Department, other than those costs negotiated within the limits and terms of this Agreement. The Consultant is fully responsible for satisfactory completion of all subcontracted work. The Consultant, however, will not sublet, assign or transfer any work under this Agreement to other than subconsultants specified in the Agreement without the written consent of the Department.
- B. The Consultant must state in all subcontracts that services performed by any such subconsultant will be subject to the Professional Consultant Work Performance Evaluation System as defined in Chapter 14-75, Florida Administrative Code.
- C. The following provision is hereby incorporated in and made a part of this Agreement when the services provided herein do not involve the expenditure of Federal funds:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract will be purchased from the Corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract will be deemed to be substituted for this agency insofar as dealings with such Corporation.

The Corporation referred to in the above paragraph is Prison Rehabilitative Industries and Diversified Enterprises, Inc. Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 28th Street North
Suite 300
St Petersburg, Florida 33716

8. MISCELLANEOUS

- A. All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders.
- B. In the event that a court of valid jurisdiction finally determines that any provision of this Agreement is illegal or unenforceable, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.
- C. There are no understandings or agreements except as herein expressly stated.
- D. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.
- E. In any legal action related to this Agreement, instituted by either party, Consultant hereby waives any and all privileges and rights it may have under chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in any county chosen by the Department and in the event that any such legal action is filed by Consultant, Consultant hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- F. Consultant:
 - 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and
 - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

9. TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

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

- A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- C. **Compliance with Regulations:** The Consultant shall comply with the Regulations of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. **Nondiscrimination:** The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 2. cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- I. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- K. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
- The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- M. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

N. The Department hereby certifies that neither the consultant nor the consultant's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

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

O. The Consultant hereby certifies that it has not:

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

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

FINANCIAL PROJECT NO. 410265-2-62-01
EXHIBIT "A"

SCOPE OF SERVICES
FOR ASBESTOS AND LEAD ABATEMENT CONTRACT
MIAMI DADE AND MONROE COUNTIES

**PART # 1 – GENERAL ASBESTOS ABATEMENT
ASBESTOS SURVEY, OPERATION AND MANAGEMENT PLAN. ABATEMENT
SPECIFICATION AND SUPERVISION OF ASBESTOS CONSULTANT/
CONTRACTOR SERVICES.**

1.0 GENERAL INFORMATION.

- 1.1 The Florida Department of Transportation (FDOT), District 6, hereafter known as the DEPARTMENT requires the experience of State of Florida Certified Asbestos Abatement Consultant, licensed pursuant to Title XXXII, Chapter 469, Sections 001 to 014, 2006 Florida Statutes (F.S.), hereafter known as CONSULTANT, to provide District-wide Asbestos Abatement Consultant/Contractor Services for the Florida Department of Transportation (FDOT).
- 1.2 The DEPARTMENT shall provide a "Project Manager" for administering the terms of the CONTRACT/AGREEMENT.

2.0 PURPOSE.

- 2.1 This Part #1 of Exhibit "A" Asbestos Abatement, Scope of Services along with the CONTRACT/ AGREEMENT describes and defines activities which may be required by the Florida Department of Transportation (FDOT) for the required services on an as-needed basis within the geographical boundaries of District Six area of responsibility.
- 2.2 The purpose of the CONTRACT/AGREEMENT is to retain the State of Florida Certified Asbestos Abatement Consultant/Contractor licensed pursuant to Title XXXIII, Chapter 469 of 2006 Florida Statutes (F.S.) to provide Asbestos Abatement Consultant/Contractor services. Asbestos surveys, and if necessary abatement are needed to the time of construction or demolition. For projects commissioned by the DEPARTMENT and/or Department's Project Manager (or his/her designee) the CONSULTANT, shall perform the following for facilities to be repair, rehabilitate or demolished by the DEPARTMENT.

- 2.3 Services under this **CONTRACT/AGREEMENT** for projects commissioned by the **DEPARTMENT** and/or **Department's Project Manager (or his/her designee)** the **CONSULTANT** shall perform the following for facilities to be repair, rehabilitate or demolished by the **DEPARTMENT** and shall include, but not limited to:
- 2.3.1 Perform an **Asbestos Survey**.
 - 2.3.2 Prepare **Operation and Management Plan. (O&M) Plan**.
 - 2.3.3 Prepare Contract Documentation including **Traffic Control Lane Closures Plan** request.
 - 2.3.4 Prepare **Abatement Specifications**.
 - 2.3.5 Perform **Re-inspections**.
 - 2.3.6 **Asbestos Abatement and/or Repair, Rehabilitation or Demolition Supervision Operations**.
 - 2.3.7 **Contract Administration and/or Supervision, including any permit requirements**.
 - 2.3.8 **Final Clearance Activities and Documentation**.
 - 2.3.9 Responding to situations, including emergencies, that shall require **Asbestos Removal** activities to be performed prior to any repair, rehabilitation or demolition phase on a **DEPARTMENT** facility.
- 2.4 Assist the **DEPARTMENT** in the development and administration of contract provisions associated with the structures (bridges) that are currently scheduled for been repair, rehabilitate or demolished by the **DEPARTMENT**. These provisions shall be geared toward compliance with **NESHAP (National Emissions Standard for Hazardous Air Pollutants)** requirements and therefore must be surveyed concerning the presence or absence of non-friable **ACM (Asbestos Containing Material)** documented.
- 2.5 An **Operation and Management (O&M) Plan** and **Asbestos Abatement Specification** must also be developed by the **CONSULTANT/CONTRACTOR** if **ACM (Asbestos Containing Material)** is determined to be present. **Abatement Specifications** are to be of sufficient detail so as to be used as a **Scope of Services** for an **Asbestos Abatement Contract**.
- 2.6 Contract coordination, preparation of asbestos abatement services for repair, rehabilitation or Demolition, field inspection & supervision, re-inspection and final clearance activities shall also be provided by the **CONSULTANT**. The purpose of asbestos abatement and related activities is to remove certain **Asbestos Containing Materials (ACM)** in the structures (bridges) acquired or to be acquired by the **DEPARTMENT** in **Miami-Dade and Monroe Counties**.

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- 2.7** The **CONSULTANT/CONTRACTOR** shall determine all dimensions, quantities and site conditions. Dimensions/ square footage, price and Estimate Cost are not exact and are cited only to provide the Propose with a reasonable approximation of the extent of work expected under the **CONTRACT/AGREEMENT**. No additional per unit cost will be considered by the **DEPARTMENT** and/or **Department's Project Manager (or his/her designee)** with regards to variances in the dimensions or square footage.
- 2.7.1** Assist the **DEPARTMENT** and/or **Department's Project Manager (or his/her designee)** in evaluating the Asbestos Contractors qualifications during the abatement contract selection process.
- 2.7.2** Develop an agenda and provide any necessary handouts and visual aids necessary to produce an effective pre-bid / pre-proposal presentation.
- 2.7.3** Coordinate with the **DEPARTMENT** the site inspections and conducted them in order to clarify technical concerns regarding abatement specifications.
- 2.7.4** Provide any other administrative or technical assistance required pursuant to Asbestos Abatement Procurement and contracting activities including, but not limited to:
- 2.7.4.1** Review of **CONTRACTOR'S** submittal information.
- 2.7.4.2** Drafting of addenda.
- 2.7.4.3** Assisting the **DEPARTMENT** with resolving any disputes pertaining to asbestos procurement and contracting activities.
- 2.7.5** Assist the **DEPARTMENT** to conduct **pre-construction conferences** and inspections with the successful Abatement Consultant's/Contractor's in order to finalize the scope of work; establish schedules, personnel and equipment requirements; and resolve any technical issues pertaining to the performance of the asbestos abatement project.
- 2.7.6** Assist the **DEPARTMENT** in the development and administration of contract provisions Associated with repair, rehabilitation and demolition operations. These provisions shall be geared toward compliance with **NESHAP (National Emissions Standard for Hazardous Air Pollutants)** requirements concerning non-friable ACM (**Asbestos Containing Material**) and the performance of **wet demolition operation**.
- 2.7.7** Assist in conducting a **pre-bid/pre-proposal** conference and conduct any on-site inspections to evaluate the requirements in order to clarify technical concerns regarding abatement specifications.

- 2.7.8 Conduct **pre-construction** conference and inspections with the selected **Abatement Contractor(s)**, in order to finalize the scope of work; establish schedules, personnel and equipment requirements; and resolve any technical issues pertaining to the performance of the asbestos abatement project.

3.0 EQUIPMENT AND LABOR.

- 3.1 The **CONSULTANT** certifies the services provide under the **CONTRACT/ AGREEMENT** shall include, but not limited to any of the following **which are applicable**; those operation necessary for mobilization, the movement of personnel, equipment, sampling tools and sample containers, spot encapsulates, respirators, air filters, protective cloths and other personal protective equipment, plastic sheeting, asbestos disposal bags, flashlights, ladders, photographic equipments and supplies, air monitoring equipment, expertise, incidentals. Shall secure all permits, notifications and fees associated. Shall secure all permits, notifications and fees associated. Such notifications shall comply with all **Federal, State, and local laws, ordinances, codes and regulations** pertaining to **Asbestos Abatement**. These services will be required for various locations on an as-needed basis with no minimum amount of work guaranteed.
- 3.2 The **CONSULTANT** shall be responsible for transportation or delivery of bulk samples to the analytical laboratory and for proper disposal of contaminate waste.

4.0 AGENCIES INTERACTION.

- 4.1 The **DEPARTMENT** shall procure the services of a **State of Florida Certified Asbestos Abatement Consultant**, licensed pursuant to **Title XXXII, Chapter 469 Florida Statutes (F.S.)**.
- 4.2 All services provided under the **CONTRACT/AGREEMENT** shall be in accordance with **EPA (U.S. Environmental Protection Agency); NESHAP (National Emissions Standards for Hazardous Air Pollutants); AHERA (Asbestos Hazard Emergency Reserve Act); U.S. D.O.T. (Federal Department of Transportation) 49 C.F.R. Codes of Federal Regulations CFR 171 & 172 Hazardous Material Regulations; OSHA (Occupational Safety and Health Administration); FDLES (Florida Department of Labor and Employment Security); F.A.C. (Florida Administrative Code); FDEP (Florida Department of Environmental Protection)** and any other federal or state regulation & local ordinances.

5.0 EMERGENCY NOTIFICATIONS.

- 5.1 The **CONSULTANT**, or their employees, shall immediately report any disorder or emergency to the **Department's Project Manager (or his/her designee)** while providing services to the **DEPARTMENT**.

- 5.2 If an emergency involves the **CONSULTANT personnel**, the person involved shall not resume work except by written direction from the **DEPARTMENT** and/or the **Department's Project Manager**.
- 5.3 In the event the **CONSULTANT** encounters on the site **Type I** and/or **Type II** conditions, as defined below, the **CONTRACTOR** shall immediately stop work in the affected area and report the conditions in writing, to the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)**, as well as the **Department's Asbestos Consultant Engineer** who developed the specifications for removal.
- 5.4 The work in the affected area shall not thereafter be resumed except by written direction by the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)**, or the **Department's Asbestos Consultant/Contractor** referred to herein. In the event either party is required to provide such written notice, notice shall be delivered within **twenty-four (24) hours** of identification of such differing site conditions by the **CONSULTANT** and **within the next business day** by the **DEPARTMENT** and/or **Department's Project Manager (or his/her designee)** to notify the **CONTRACTOR** to resume such work.
- 5.5 Written notice is herein defined as notice in writing signed, e-mailing and may be a facsimile of the original.
- 5.6 The agreements may be extended for a reasonable period of time as determined by the representative of the **DEPARTMENT** upon the representative's inspection of the subject parcel. This reasonable delay shall not then be constructed as a delay or suspension pursuant to the agreement, provided **Type I** and/or **Type II** conditions are determined to be present on the subject parcel by the representative of the **DEPARTMENT**. The differing site conditions are defined as follow:
- 5.6.1 **TYPE I.**
- Condition or conditions which are in variance with the conditions indicated in the survey or specifications documents; or conditions which differ materially from those indicated in the survey.
- 5.6.2 **TYPE II.**
- Unknown physical conditions at the site, of an unusual nature which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the survey or specification.

6.0 WORK SUPERVISION AND REQUIREMENTS.

- 6.1** The **CONSULTANT**, shall have a qualified responsible **Supervisor** for all the locations where the Contractual Services are being provided to ensure continued compliance with these specifications.
- 6.2** All contractual services being provide by the **CONSULTANT** as described in his **CONTRACT/AGREEMENT** must be performed by or under the direction of a person qualified or licensed as specified in this **CONTRACT/AGREEMENT** and any local, state and federal laws, regulations and guidelines that apply to the type of services being performed.
- 6.3** The **CONSULTANT** shall provided at least one qualified on-site representative, such as a foreman or a management level person or other authorized representative, trained in the provisions of all applicable regulations who shall conduct inspections along with the **DEPARTMENT** and/or **Department's Project Manager (or his/her designee)** to ensure continued compliance with these specifications.
- 6.3** The **CONSULTANT'S Supervisor** shall also be responsible for notifying the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** of any and all emergency problems.

7.0 ASBESTOS SURVEY AND REPORT.

- 7.1** The **CONSULTAN'S Asbestos Survey**, bulk sampling and analysis, and reporting of activities shall comply with the **FDLES (Asbestos Survey Procedures Manual and Specifications)** including, but not limited to, the following:
 - 7.1.1** Prior to the actual physical inspection, research and review structural specifications plans as may be available for each structure to be surveyed.
 - 7.1.2** All areas of homogeneous suspect material, without regard to the results of subsequent Laboratory bulk analysis shall be indicated on a set of structural floor plans or drawings. Areas of homogeneous suspect materials shall be clearly delineated in the report. The extent and location of **ACM (Asbestos Containing Material)** must be shown on a floor plan diagram in the final report.
- 7.2** **ACM (Asbestos Containing Material)** shall be classified as friable or non-friable and shall be categorized as follows:
 - 7.2.1** **Surfacing Materials:** Materials that are sprayed on or otherwise applied to surfaces. Examples include acoustical plaster on ceilings, fireproofing or structural components, Wallboard or other materials on surfaces for acoustical, fireproofing, or other purposes.

- 7.2.2 **Thermal System Insulation (TSI):** Materials in building, structures or distribution system applied to pipes, fittings, boilers, breaching, tanks, ducts, or grain, water condensation, or for other purposes.
- 7.2.3 **Miscellaneous Materials:** Interior or exterior material components such as linoleum, floor and ceiling tiles, fire doors, roofing, siding, and materials not integral components of the structure such as stage curtains, protective clothing, laboratory apparatus and equipment, and other materials not listed.
- 7.3 **ACM (Asbestos Containing Material)** shall further classified pursuant to NESHAP's 40 CFR Part 61 Subpart M definition as follows:
 - 7.3.1 **Category I Non-Friable ACM:** Asbestos containing packing, gaskets, resilient floor covering, and asphalt roofing products containing more than one percent (1%) asbestos as determined by a National Institute of Standards and Technology accredited laboratory for the analysis of bulk-materials for asbestos by polarized light microscopy.
 - 7.3.2 **Category II Non-Friable ACM:** Any material excluding Category I Non-Friable ACM, containing more than one percent (1%) asbestos as determined by a National Institute of Standards and Technology accredited laboratory for analysis of bulk-materials for asbestos by polarized light microscopy when dry cannot be crumbled, pulverized, or reduced to powder by hand pressure.
 - 7.3.3 **Regulated ACM:** (a) Friable asbestos material, (b) Category I Non-Friable ACM that will be or has become friable, (c) Category I Non-Friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II Non-Friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.
- 7.4 Identified all locations where ACM may be present but cannot be sampled, and provide an explanation for the reason it cannot be sampled. A diligent effort shall be made to sample all suspect ACM. Areas where access is impossible shall be indicated on the drawings with a notation as to why the areas could not and/or should not be fully investigated. The necessity of reducing functionality integrity should first be reported to the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)**. Spaces ordinarily physically inaccessible may be made accessible and inspected. Some minor repairs may be necessary to maintain the structure in a safe condition, particularly during roof sampling.

- 7.5 Collect and analyze a sufficient number of bulk samples off all suspect ACM as may be warranted by site conditions. Quality assurance and chain of custody procedures outlined in **FDLES (Asbestos Survey Procedures Manual and Specifications)** shall be followed. Sampling locations shall be documented on a set of reasonably scaled building floor plans or drawings and marked with an identification number corresponding to the representative sample number. Bulk samples shall be collected from materials in each homogeneous area to determine asbestos content and to identify the complete content matrix of the material. Photographic documentation of each bulk sampling location that includes the unique sampling numbers shall be provided in each survey report. These photos must be in a digital format.
- 7.6 Bulk samples shall be analyzed utilizing **PLM/DS (Polarized Light Microscopy)** techniques by a **NVLAP (National Voluntary Laboratory Accreditation Program)** accredited laboratory. Point Counting analysis of bulk-samples shall be conducted as required by the policies and procedures established by **NESHAP's CFR Part 61**. The analysis of bulk samples must identify the complete matrix of sample constituents consistent with the aforementioned **FDLES (Asbestos Survey Procedures Manual and Specifications)**. Applicable certifications of the analyst responsible for conducting the analysis as well as documentation of lab accreditation shall be provided in the survey report.
- 7.7 Prepare an individual parcel specific survey/assessment report that summarizes the results of the survey and, if necessary, provides appropriate abatement response alternatives and cost estimates. The report shall include any and all documentation including lab analysis sheets, photographs, drawings, etc. which may be needed to substantiate the presence or absence, quantity, condition and location of ACM. The report shall be organized utilizing the format and forms contained in the **FDLES (Asbestos Survey Procedures Manual and Specifications)**. Consultant should make available to the **DEPARTMENT** one Survey Report sent via Internet e-mail and one (1) original signatures submitted to the **DEPARTMENT** and/or **Department's Project Manager (or his/her designee)** for review and approval within **thirty (30) calendar days** of date of Letter of Authorization. Originals of survey reports and all subsequent revisions shall also be distributed to the **DEPARTMENT**. Revisions to the survey report shall be submitted to the **DEPARTMENT** within **ten (10) calendar days** of receipt of an agency review or recommendation letter. All reports and revisions shall be sent via Internet e-mail and **Certified Mail, Return Receipt Requested with Certified Mail Receipts** returned to the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)**, and shall be signed and sealed by the **ASBESTOS CONSULTANT** licensed pursuant to F.S. (Florida Statutes, Chapter 469, Sections 001 to 014), With a copy of said license provided in the survey report. It should be understood that the **CONSULTANT** will have **three (3) days** to submit a proposal to the **DEPARTMENT** after a request for a survey and specifications, if necessary, are made. The **DEPARTMENT** will then issue a **Letter of Authorization** once funds have been encumbered.
- 7.8 For facilities which are determined to be free of ACM, the report shall include a statement by the **ASBESTOS CONSULTANT** which certifies that, to the best of his/hers knowledge, the facility does not contain ACM (**Asbestos Containing Material**).

- 7.9 For **unoccupied** facilities which are found to contain ACM, an **O & M Plan** shall be prepared and submitted as part of the survey/assessment report. The plan should be dated and include the following information:
- 7.9.1 The facility shall be secured as necessary to prevent entry by unauthorized persons with **thirty (30) business days** of the date of the **O & M Plan**.
 - 7.9.2 The facility will be posted with the appropriate warnings signs alerting persons to the asbestos hazard contained therein.
 - 7.9.3 A periodic inspection [**every thirty (30) days**] of the facility for breach of security will be performed. Appropriate documentation will be maintained of all events and repairs as performed.
 - 7.9.4 Prior to demolition, asbestos abatement, as required under NESHAP's **40 CFR Part 61 Subpart M** will be performed in accordance with an abatement package prepared pursuant to **Chapter 255 of F.S. (Florida Statutes)**.
- 7.10 For facilities and structures that obviously do not contain ACM, an asbestos inspection report shall be prepared and consist of the following:
- 7.10.1 An appropriate number of photographs taken of the exterior and interior of the building to substantiate the absence of ACM in the facility.
 - 7.10.2 A detailed description of the materials in and methods of construction of the facility.
 - 7.10.3 **Certification** that, to the best of the **CONSULTANT'S** knowledge, the facility does not contain ACM (**Asbestos Containing Material**).

8.0 OPERATION AND MANAGEMENT PLAN (O. & M. PLAN).

- 8.1 If the Asbestos Survey identifies ACM in an **occupied facility** and the established vacate is within **180 days** from the date the survey was performed upon authorization from the **DEPARTMENT**, the **CONSULTANT** shall prepare a letter of **O. & M. Plan**. The letter **O. & M. Plan** shall be addressed to the facility (structure) occupants and shall simply and briefly address the location and type of ACM present and summarize any special material handling requirements. The letter **O. & M. Plan** shall be **dated, signed & sealed** by a **licensed ASBESTOS CONSULTANT** and shall be prepared as an addendum to the asbestos survey report. The letter **O. & M. Plan** shall be mailed to the **DEPARTMENT** and the original sent **Certified Mail, Return Receipt Requested**, to the occupant with **five (5) days** of the **DEPARTMENT'S** approval of the survey report.

- 8.2** If the facility will not be vacated within 180 days from the date of the survey, an **O. & M. Plan** shall be prepared by the **ASBESTOS CONSULTANT** in accordance with **Rule 381-40.009 and 010, F.A.C.** and using as a reference **FDLE's** guide for the preparation of operation and maintenance plans and incorporating any recommendations made by the **Asbestos Oversight Program Team**. The **O & M Plan** shall address the fact that the facilities to be vacated and demolished and should consider such issues as the length of extended occupancy; number of occupants; type of facility; amount, location, condition and type of asbestos present; re-inspection requirements and other information specific to **DEPARTMENT** acquired facilities which are scheduled for demolition. The plan shall be **dated, signed and sealed** by a licensed **ASBESTOS CONSULTANT** and shall be submitted to the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** for review and approval within **thirty (30) days** of the asbestos survey date.
- 8.3** Original **O. & M. Plan** and subsequent revisions shall be sent **Certified Mail Return Receipt Requested**, to the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)**. For review and approval, with all the **Certified Mail Receipts** returned to the **DEPARTMENT**. The **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** shall be copied on all submittals. Revisions to the **O. & M. Plan** shall be submitted to the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** with **ten (10) calendar days** of receipt of review or recommendation letter. The **CONSULTANT** shall provide an original of the **final O. & M. Plan** to the occupant and the **DEPARTMENT** with **five (5) days** of approval of the plan.
- 8.4** The **CONSULTANT** shall assist the **DEPARTMENT** in implementing the **O. & M. Plan** and resolving any non-compliance issues associated with the implementation of the plan. This may be include the performance of periodic surveillance, semi-annual re-inspection and reporting, including the performance of a Material Hazard Assessment and the oversight of small-scale, short duration cleanups and removals.

9.0 ASBESTOS ABATEMENT SPECIFICATIONS.

- 9.1** The **CONSULTANT**, shall develop **Asbestos Abatement Specifications** on a per parcel basis. All asbestos abatement specifications shall be in compliance with all federal, state and local regulations and requirements for removal of regulated ACM from state-owned facility scheduled for demolition. The **Asbestos Abatement Specifications** shall be in a format and of sufficient detail so as to be used by the **DEPARTMENT** as an Invitation to Bid and subsequent contract document of the selection and procurement of a licensed **ASBESTOS ABATEMENT CONTRACTOR**.

CONSULTANT should make available to the **DEPARTMENT** a copy of the specifications sent via Internet e-mail and one (1) original via U.S. Mail. Abatement specifications shall be signed & sealed by the **ASBESTOS CONSULTANT**, licensed pursuant to **F.S. (Florida Statutes) Chapter 469 Sections 001 to 014**. A draft Asbestos Abatement Specifications shall be submitted to the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** within **thirty (30) calendar days** of the **CONSULTANT'S** acceptance of the Letter of Authorization. The draft specifications will be reviewed and recommendations developed by the **DEPARTMENT**. Any subsequent revisions to the specifications shall be submitted to the **DEPARTMENT** for review and acceptance within **ten (10) calendar days** of receipt of any review or recommendation letter. The final shall incorporate all appropriate recommendations.

10.0 MONITORING.

- 10.1** The **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** with the assistance of licensed **ASBESTOS ABATEMENT CONSULTANT**, shall continuously monitoring the asbestos abatement activities of the **CONTRACTOR** to ensure compliance with all applicable federal, state and local requirements.
- 10.2** **CONSULTANT** conduct continuous daily monitoring of all asbestos abatement and/or asbestos demolition activities which involve the disturbance of **ACM**. Develop and maintain a log of all monitoring activities which includes a description of events, times equipment and personnel involved. The **CONSULTANT'S** asbestos abatement project monitor shall be responsible for managing and supervising the **ASBESTOS ABATEMENT CONTRACTOR** during on-site abatement operations.
- 10.3** Conduct all ambient and asbestos abatement air monitoring activities as requested including, but not limited to, air sampling, field and lab analysis after completion of sampling and for a final reporting, pursuant to asbestos demolition and abatement activities. Asbestos pre-abatement and final clearance air monitoring analysis shall be conducted off-site by a designated analytical laboratory. Air monitoring for asbestos demolition projects shall utilize the appropriate sample collection and analytical techniques necessary to adequately obtain representative fiber counts in open air, field conditions. **PCM (Phase Contrast Microscopy)** analysis results shall be available no later than **three (3) hours** after completion of sampling and **TEM (Transmission Electron Microscopy)** analysis results shall be available no later than **forty eight (48) hours** after completion of sampling.
- 10.4** Upon completion of asbestos abatement and removal operations by the **ASBESTOS CONTRACTOR**, the **CONSULTANT** shall be prepare to conduct a final clearance visual inspection and a final clearance air sampling necessary to obtain all required agency sign-offs and approvals. Notification shall be made to the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** **forty eight (48) hours** prior to the dismantling of any asbestos abatement containment barriers. Records of all agency notifications shall be maintained by the **CONSULTANT**.

- 10.5 Upon completion of wet demolition activities by the **ASBESTOS CONTRACTOR**, the **CONSULTANT** shall be prepare to conduct a final clearance visual inspection and a final clearance air sampling necessary to meet applicable standards, such as federal, state and local standards for permissible exposure levels. Notification shall be made to the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** forty eight (48) hours prior to the dismantling of any asbestos abatement containment barriers. Records of all agencies notifications shall be maintained by the **CONSULTANT**.
- 10.6 Within three (3) days of completion of the approved final clearance inspection, submit to the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** a **Visual Inspection/Final Clearance Certification Letter** which includes a signed and sealed statement by the **ASBESTOS CONSULTANT DEMOLITION CONTRACTOR** that the abatement demolition project was performed and completed in compliance with all abatement demolition specifications.
- 10.7 Within thirty (30) days of completion of asbestos abatement or demolition operations for a specific parcel, provide three (3) copies of a final clearance report summarizing all asbestos abatement or demolition activities including, but not limited to, proof of notification compliance by **NESHAP 40 CFR, Part 61, Subpart M**, and any other federal, state and local rules and regulations and **DEPARTMENT** policies and procedures. Complete all related project closeout and clearance documentation within the specified time schedules and distributes the final clearance report to the **DEPARTMENT** and the appropriate regulatory agencies. The final report shall include a project history, methodology and operation summary, agency notification, all appropriate abatement or demolition contract submittals, field sheets, air monitoring data, asbestos waste disposal manifest, demolition debris disposal receipts, and a copy of the **Visual Inspection/Final Clearance Certification Letter**.

**PART #2. GENERAL LEAD ABATEMENT.
SURFACE PREPARATION AND PAINTING CERTIFICATION PROGRAM .
ABATEMENT SPECIFICATIONS, SUPERVISION AND INSPECTION FOR
GENERAL LEAD ABATEMENT AND PAINTING APPLICATION WITH CERTIFIED
CONSULTANTS AND GENERAL CONTRACTORS.**

1.0 GENERAL INFORMATION.

- 1.1 The Florida Department of Transportation (FDOT), District 6, hereafter known as the DEPARTMENT requires the experience of Steel Structures Painting Council (SSPC) and National Association of Corrosion Engineers (NACE) Training for Lead Abatement, Surface Preparation and Painting Consultant, hereafter known as CONSULTANT, to provide District-wide Lead Abatement Consultant/Contractor Services for the DEPARTMENT.**
- 1.2 The DEPARTMENT shall provide a "Project Manager" for administering the terms of the CONTRACT/AGREEMENT.**

2.0 PURPOSE.

- 2.1 This Part #2 of Exhibit "A" Lead Abatement, Scope of Services along with the CONTRACT/AGREEMENT describes and defines activities which may be required by the Florida Department of Transportation (FDOT) for the required services on an as-needed basis within the geographical boundaries of District Six area of responsibility.**

3.0 TRAINING.

- 3.1 Instruct any and all District 6, DEPARTMENT personnel in the latest methods and procedures of proper removal and disposal of leaded paint, analysis and methods to obtain samples, methods of preparation of surface for new paint application, methods of applications, and methods for measuring paint thickness.**
- 3.2 These training courses should include training manuals, examination and SSPC (Steel Structures Painting Council) Certification for the following categories:**
 - C-1 Fundamentals of Protective Coatings for Industrial Structures (Basic).**
 - C-2 Specifying and Managing Protective Coating Projects (Advanced).**

- C-3 Supervisor/Competent Person Training for Deleading of Industrial Structures (Intermediate).**
- C-5 Supervisor/Competent Person Refresher Training for Deleading of Industrial Structures (Advanced).**
- C-7 Dry Abrasive Blast Certification Program (Basic).**

4.0 DESIGN SERVICES.

Conduct on behalf of the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** field inspection on specified bridges. This includes but not limited to paint thickness and lead sampling and testing.

Perform a condition assessment of the structure, which includes the following:

- 4.1 Evaluation of corrosion utilizing SSPC Visual Standard No. 2; also report percent surface area and location of rust on the structure.**
- 4.2 Evaluation of adhesion of existing coating system(s) in accordance with ASTM 3359, "Standard Test Methods for Measuring Adhesion by Tape Test", Method A. Test a minimum of four locations per coating system.**
- 4.3 Determine the dry film thickness of existing coating system in accordance with SSPC-PA2, "Measurement of Dry Paint Thickness with Magnetic Gages".**
- 4.4 Identification of the generic type of paint (e.g. inorganic zinc primer, epoxy, polyurethane) for each coat of the existing system.**
- 4.5 Determine presence, if any, of chloride contamination.**
- 4.6 Notation of any other pertinent information, which facilitates determination of maintenance options and development of Technical Plan Notes for Cleaning and Painting, e.g. Service Environment, Access, etc.**
 - 4.6.1 Verify the qualifications of the PRIME CONTRACTOR personnel in accordance with Technical Plan Notes.**
- 4.7 Determine maintenance options for the existing coating system(s).**

4.8 Provide a professional document report with digital photographs of **Tasks 4.1 thru 4.5** to the **ENGINEER**.

4.8.1 Attend **Pre-Bid and Pre-Construction meetings**. The Agency representative shall have familiarity with all aspects of the project necessary to answer any questions prospective **BIDDERS** or **CONTRACTORS** may ask pertaining to protective coatings and associated subjects.

4.8.2 Assist in the review of bids received and provide recommendations with appropriate justifications in awarding or rejecting bid.

4.8.3 Review all submittals and requests from the **CONTRACTOR** for acceptance (i.e., subcontractors, materials, supplies and equipments), review safety plan, quality and environmental control plan, containment system, review shop drawing plans, and make recommendations to the **ENGINEER**.

5.0 CONSTRUCTION SERVICES.

The **DEPARTMENT** is preparing to remove lead base paint from some of the steel portion of bridges. The projects require a **Lead Base Paint Abatement Supervisor** to monitor the removal process, the extent of the sandblasting on the bridge surface, the lead abatement procedures, and document the activities. With the following conditions:

5.1 The **CONSULTANT** is to review the **Prime Contractor Plan** and submit comments within **two (2) weeks**. The review of the **PCP** and scheduling of the field operations with the initiated following receipts of an authorization to proceed from the **Department's Project Manager (or his/her designee)**.

5.2 Following completion of the abatement activities, the **PRIME CONTRACTOR** will submit post project sampling and air monitoring data. The **CONSULTANT** is to review the data and prepare a post project report to close the job.

5.2.1 The abatement **SUPERVISOR** or a **delegate** will be responsible for monitoring the application of the coating to be applied to the impacted bridge surface. This will require entering the lead containment system.

5.2.2 The **PRIME CONTRACTOR** will perform the pre-project sampling the ambient air monitoring, the personal air monitoring and the post project sampling including analysis by a qualified laboratory. The **CONSULTANT** will review these results for compliance.

- 5.2.3** Monitor the Containment System installation accordingly to the equipments and elements indicated in the Technical Plan Notes and/or in the previous approved Shop Drawings presented by the **CONTRACTOR**.
- 5.2.4** Monitor the sandblasting operations and the effectiveness of paint removal in accordance to the **Technical Plan Notes**.
- 5.2.5** Review the lead abatement procedures, the health and safety plan and the baseline sampling of the work area prepared by the **PRIME CONTRACTOR**.
- 5.2.6** Review and inspect all field **Traffic Control Plans** set-up and items when required on a painting project procedure.
- 5.2.7** Review the closure of the work area by the **PRIME CONTRACTOR**.
- 5.2.8** Document the activities of the **PRIME CONTRACTOR** in accordance with the **Technical Plan Notes** including the **Waste Disposal Manifest**. Provide manifest back to the **DEPARTMENT**, to the **District Lead Coordinator**.

METHOD OF COMPENSATION

EXHIBIT "B"

FPID: 410265-2-62-01

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Consultant for the services described in Exhibit "A" (Scope of Services) and method by which payments will be made.

2.0 COMPENSATION

For satisfactory completion of services authorized under this agreement, the Department will pay the Consultant a Total Maximum Limiting Amount not to exceed \$ 1,500,000.00. This is a task assignment type agreement. The Department will furnish the Consultant a task work order specifying the services to be performed and the fees to be paid for each project assigned under this agreement. Compensation for individual assignments will not exceed \$300,000.00.

The total amount of this agreement is expected to be funded by multiple annual appropriations. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Currently, only \$ 300,000.00 of the total amount has been approved. Therefore, it is agreed that the Consultant will not be obligated to perform services nor incur costs which would result in exceeding the funding currently approved, nor will the Department be obligated to reimburse the Consultant for costs or make fee payments in excess of currently established funding. The Department will provide written authorization when appropriations for subsequent fiscal years are available for this project.

This Agreement allows for Task Work Orders to be individually funded. When funds are encumbered by the Task Work Order a specific Financial Project Number and dollar amount shall be identified on the Task Work Order. The Consultant shall invoice under the specific Financial Project Number.

2.1 Summary of Compensation

Fees for each task work order will be negotiated either as a lump sum amount, a limiting amount, or as a combination lump sum and limiting amount. Where limiting amount fees are established, compensation will be in accordance with Section 2.2.

The above-defined elements of this Agreement do not involve the purchase of Tangible Personal Property, as defined in section 273.02 Florida Statutes.

2.2 Details of Compensation

LUMP SUM ELEMENTS:

Lump Sum Tasks (LS 2)

The Consultant will receive progress payments for services based on the percentage of services that have been completed and accepted by the Department during the billing period.

LIMITING AMOUNT ELEMENTS

For the following elements, which are established as limiting amounts, the Department will compensate the Consultant for all reasonable, allocable and allowable costs incurred. The reasonableness, allocability and allowability of compensation sought under this agreement is expressly made subject to the terms of this Agreement; Federal Acquisition Regulations; Office of Management and Budget Circulars A-21, A-87, A-102, A-110; and any pertinent Federal and State Law.

Salary & Salary Related Costs

Salary Costs: (LA 4)

Subject to the established limiting amount, the Consultant will receive progress payments for direct salaries and wages for time expended by personnel in the performance of authorized work during the billing period at the rates specified in Table 6 of Section 5.0. No multipliers will be applied to these rates. Payment for such services will be based on approved time incurred during the billing period. Where the time units are in days, the rate will be prorated when less than a day is used. Billing Rates in Table 6 will be calculated at both the Home Office and Field Office Rates for those Consultants who have both Home and Field Overhead Rates which have been approved by the Department. The Consultant must use the appropriate Home or Field Billing Rate when invoicing for this Contract.

All overtime, if applicable, must be authorized in advance in writing by the Department. When authorized in advance in writing by the Department, premium overtime will be paid at the specified rates in Table 6 of Section 5.0, for employees paid premium overtime by the Consultant.

Administrative Overhead/Facilities Capital Cost of Money/Direct Expenses:

The loaded billing rates specified in Table 6 of Section 5.0 include administrative overhead and fringe benefit costs, Facilities Capital Cost of Money (FCCM) and direct expenses that are calculated as a percentage of chargeable direct salary and wages exclusive of premium overtime.

Operating Margin: (LS 12)

The Consultant will receive progress payments based on the percentage provided for operating margin in Table 4 of Section 5.0. Payments will be the tabulated percentage applied to approved direct salary costs, exclusive of premium overtime. Any balance remaining upon completion and approval of project services will be due at the time.

3.0 INVOICING PROCEDURE

The Consultant will be eligible for progress payments under this agreement at intervals not less than monthly or when individual tasks or mileposts defined in this agreement are completed or reached.

Invoices for this agreement will be prepared by the Consultant and submitted through the Department's Consultant Invoice Transmission System. The invoices will be supported by such information as may be required by Department procedures to substantiate the charges being invoiced. The Consultant will maintain for this purpose a job cost accounting system that is acceptable to the Department.

If requested by the Department, the final invoice for this agreement will be accompanied by a certified job cost summary report generated by the accounting system. The report will include at a minimum the total number of hours and salary cost actually charged to the project, the total direct vehicle expense, the total miscellaneous direct expense, and total sub-consultant cost charged to the project.

The Consultant will report sub-consultant payments through the Department's Equal Opportunity Compliance System on the Internet. Failure to submit sub-consultant payment information may be cause for rejection of the invoice. Within thirty days after receipt of final payment, the Consultant will report final sub-consultant payments through the Equal Opportunity Compliance System. The Consultant will pay all sub-consultants their proportionate share of payments received from the Department within thirty days of the Consultant's receipt of payment from the Department.

The Department will render a decision on the acceptability of services within five (5) working days of receipt of either the services or invoice, whichever is later. The Department reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the Department. Any payment withheld will be released and paid to the Consultant promptly when work is subsequently performed.

The Consultant must use the appropriate Home or Field Billing Rate when invoicing for this Contract.

3.1 Project Cost Accounting

The Department has established a Cost Redistribution Application (automated process) for the purpose of breaking out and capturing project costs associated with District-wide (miscellaneous minor professional services) and General Consultant task assignment contracts.

This District wide miscellaneous minor professional services contract has been selected for project costing using the Cost Redistribution Application. The Consultant will be assigned work by means of Task Work Orders. Each Task Work Order will initially be associated to a single general (non-specific) financial project identification number for billing purposes in CITS (Consultant Invoice Transmittal System). It will be the consultant's responsibility to maintain a job cost accounting system that will capture detailed project cost information associated with each assigned Task Work Order. The Consultant and its sub-consultants shall have staff performing work on this contract charge their time to the nearest quarter hour to each specific project on which services are to be performed. The Department shall provide the Consultant and its sub-consultants the eleven digit project identification number assigned to each specific project for purposes of capturing time and costs. At any given time there may be several specific projects against which the Consultant and its sub-consultants would be charging time on a single Task Work Order.

At the time of submittal of each invoice in CITS, the Consultant will submit a Project Cost Redistribution spreadsheet that provides a breakdown of the invoice costs into the associated detailed project specific numbers where services were performed and costs were incurred. The spreadsheet must conform to and be submitted in a pre-defined format.

The spreadsheet will contain the following key data fields: Consultant Contact E-mail address; Contract Number; DOT Invoice Number; "From" Project Number (the general project identification number); "To" Project Number (the project specific financial identification number); the dollar amount to be redistributed; the project description (optional data field); and the total amount for the spreadsheet.

The spreadsheet template and directions for preparing the spreadsheet can be downloaded from the Department's Procurement website, at the following web address: <http://www.dot.state.fl.us/procurement/Project%20Costing%20Initiative.shtm> . Once the invoice has been submitted electronically in CITS by the Consultant, the consultant must separately, outside of CITS, e-mail the Project Cost Redistribution spreadsheet as an attachment file to the following Department e-mail address: PCRLOAD@dot.state.fl.us. The subject line for the e-mail should conform to the format 'FDOT.PCR.FILE CCCCCNNNN' where CCCCC corresponds to the FDOT contract number and NNNN corresponds to the FDOT invoice number. A Project Cost Redistribution spreadsheet should be submitted to PCRLOAD every time an invoice is submitted through CITS. After an initial validation, the Cost Redistribution Application will transfer the data contained in the Project Cost Redistribution spreadsheet to data sets on the Department's mainframe computer. The redistribution information will be processed and used to assess project costs for District-wide and General Consultant contracts. Project Cost Redistribution spreadsheets not timely submitted will be identified on a District Error Report. Failure to timely submit Project Cost Redistribution spreadsheets may constitute grounds for rejection of subsequent invoices submitted through CITS.

4.0 PROJECT CLOSEOUT

4.1 Final Audit

If requested, the Consultant will permit the Department to perform or have performed an audit of the records of the Consultant and any or all sub-consultants to support the compensation paid the Consultant.

The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Consultant under this Agreement are subsequently properly disallowed by the Department because of accounting errors, or charges not in conformity with this Agreement, the Consultant agrees that such disallowed funds are due to the Department upon demand. Further, the Department will have the right to deduct, from any payment due the Consultant under any other contract, any amount due the Department.

4.2 Certificate of Completion

A Certificate of Completion will be prepared for execution by both parties stating the total compensation due the Consultant, the amount previously paid, and the difference.

Upon execution of the Certification of Completion, the Consultant will either submit a termination invoice for an amount due or refund to the Department for the overpayment, provided the net difference is not zero.

5.0 COMPENSATION RATES

The following tables are provided for definition of contractual rates. Table numbers not listed are not included in this document.

Table 4 – Salary Multipliers

Table 6 - Loaded Billing Rates

TABLE 4 Salary Multipliers	
Consultant	Operating Margin Percentage
GPI Southeast, Inc. (Home)	29.00%
GPI Southeast, Inc. (Field)	23.00%

The above rates for Operating Margin are fixed and not subject to audit adjustment during the term of the agreement.

TABLE 6 LOADED HOURLY RATES SALARY RELATED COST No multipliers will be added to the following rates with the exception of operating margin if applicable			
Consultant	Item	Unit	Billing Rates Execution thru end of services
GPI Southeast, Inc.	CEI Senior Project Engineer (Home Office)	Hour	\$ 200.06
	Chief Scientist (Home Office)	Hour	\$ 172.85
	CEI Bridge Inspector (Field Office)	Hour	\$ 65.52
	CEI Bridge Senior Inspector (Field Office)	Hour	\$ 91.07
	Project Manager (Field Office)	Hour	\$ 150.21
ECO Advisors, LLC.	CEI Secretary	Hour	\$ 63.27
	Environmental Scientist I	Hour	\$ 75.25
	Environmental Scientist II	Hour	\$ 100.79
	Senior Engineer	Hour	\$ 159.14
	Senior Specialist - CIH/LAC	Hour	\$ 159.14
	Specialist A	Hour	\$ 122.75
	TEM Qualitative Analysis	Each	\$ 125.00
	PLM Bulk	Each	\$ 17.50
	Mileage	Each	\$ 0.445

The above rates include allowances for salaries, overhead, direct expenses, and FCCM if applicable. The Consultant must use the appropriate Overhead Rate when invoicing for this Contract.