

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

Contract with: The LPA Group Incorporated .

Effective Date: January 19, 2012

Expiration Date:

Contract Purpose/Description: General Airport Consulting Master Agreement for Professional Services at Key West International Airport and The Florida Keys Marathon Airport

Contract Manager: Peter Horton
(name)

5200
(Ext.)

Airports - Stop # 5
(Department/ Stop)

for BOCC meeting on: January 19, 2012

Agenda Deadline: January 3, 2012

CONTRACT COSTS

Total Dollar Value of Contract: \$ open
Budgeted? Yes

Current Year Portion: TBD
Account Codes: will vary
63053-GAKD50; 63529-GAMD26

Grant: will vary (FDOT/FAA)

County Match: Operating

Estimated Ongoing Costs: n/a
(not included in dollar value above)

ADDITIONAL COSTS

For:
(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

| | Date In | Changes Needed | | Reviewer | Date Out |
|-------------------|-------------|----------------|-----|----------------------|-------------|
| | | Yes | No | | |
| Airports Director | ___/___/___ | () | () | _____ | ___/___/___ |
| Risk Management | ___/___/___ | () | () | Peter Horton | ___/___/___ |
| O.M.B./Purchasing | ___/___/___ | () | () | _____ | ___/___/___ |
| County Attorney | ___/___/___ | () | () | for Risk Management | ___/___/___ |
| | | | | for OMB | ___/___/___ |
| | | | | <u>Pedro Mercado</u> | ___/___/___ |
| | | | | County Attorney | |

Comments: _____

**AGREEMENT FOR PROFESSIONAL SERVICES
 BETWEEN
 MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
 AND
 THE LPA GROUP INCORPORATED**

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**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE LPA GROUP INCORPORATED**

THIS AGREEMENT is made and entered into this ____ day of _____, 20 ____, by and between Monroe County, a political subdivision of the State of Florida, represented by its Board of County Commissioners, whose address is 1100 Simonton Street, Key West, Florida, 33040, hereinafter referred to as the **COUNTY**, and **THE LPA GROUP INCORPORATED**, a South Carolina Corporation, whose address is 700 Huger Street, Columbia, South Carolina 29201 (PO Box 5805, Columbia, Sc 29250-5805), hereinafter referred to as the **CONSULTANT**.

WITNESSETH

WHEREAS, the **COUNTY** intends to initiate various planning, design, engineering, architectural and environmental projects and construct certain airfield, landside, and terminal improvements at the Key West International and Florida Keys Marathon airports as funding becomes available, collectively referred to as the **PROJECT**, each of which will be described in future Work Authorizations; and,

WHEREAS, the **COUNTY** may require other general consulting services in the conduct of its business over the period of this **AGREEMENT**, which will be described in future Work Authorizations; and,

WHEREAS, the term of this **AGREEMENT** shall be for a period of three (3) years to commence with the effective date of the first Work Authorization. The County shall have the option to renew this agreement for two (2) one-year terms.

WHEREAS, the **CONSULTANT** has represented to the **COUNTY** that it is qualified to perform the various described tasks and work of the projects, and, based upon **CONSULTANT**'s representations, the **COUNTY** desires to retain the services of the **CONSULTANT** to perform the work described herein.

NOW THEREFORE, for and in consideration of their mutual benefit, the parties hereto agree as follows:

The **CONSULTANT** shall, upon receipt of each duly executed Work Authorization, perform the work described in the Work Authorization in accordance with the attached Exhibits "A", "B", "C", "D", and "E" as may be required in said Work Authorizations.

The **COUNTY**, in consideration of the performance of the **CONSULTANT**'s undertakings under this **AGREEMENT**, pursuant to Work Authorizations fully executed by the **COUNTY** and

CONSULTANT, shall pay the **CONSULTANT** the consideration determined in each Work Authorization; which consideration shall constitute complete payment for all services furnished in connection with the work required to be performed under the Work Authorization.

The following Exhibits are attached to and made part of this AGREEMENT:

- A - "General Provisions for Program Management and General Consulting Services"
- B - "General Provisions for Planning and Environmental Services"
- C - "General Provisions for Engineering Services"
- D - "General Provisions for Architectural Design Services"
- E - "Duties, Responsibilities, and Limitations of Authority of Resident Project Representative"
- F - "Payments and Miscellaneous Provisions"
- G - "Sample Work Authorization Form"
- H - "Mandatory Federal Provisions"
- I - "Workers' Compensation Insurance Requirements"
- J - "General Liability Insurance Requirements"
- K - "Vehicle Liability Insurance Requirements"
- L - "Architects Errors and Omissions Liability (1996 Edition)"
Insurance Requirements
- M - "Consultant's Rate Schedule"

This AGREEMENT shall apply to all projects initiated within three (3) years, more or less, after the effective date of the first Work Authorization.

This AGREEMENT, together with the Exhibits identified above and subsequent Work Authorizations, constitutes the entire agreement between the **COUNTY** and the **CONSULTANT** and supersedes all prior written or oral understandings. This AGREEMENT and said Exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This AGREEMENT and said Exhibits shall be hereafter referred to as the MASTER AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the date first above written.

(SEAL)
ATTEST: Danny L. Kolhage, Clerk

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

By _____
Mayor/Chairman

THE LPA GROUP INCORPORATED

WITNESS: Barbara J. Pevney

BY: [Signature]

TITLE: Assistant Vice-President

EXHIBIT A

GENERAL PROVISIONS FOR PROGRAM MANAGEMENT AND GENERAL CONSULTING SERVICES

This is an exhibit attached to and made a part of the AGREEMENT between the **COUNTY** and the **CONSULTANT** for Professional Services. For elements of the PROJECT described in the referenced AGREEMENT, the **CONSULTANT** shall perform Professional Services in accordance with acceptable architectural, engineering and surveying practices. These services shall be the limits of the **CONSULTANT's** responsibility under this AGREEMENT.

These General Provisions set forth the general requirements for the performance of the various services for program management and general consulting required under this AGREEMENT. The **CONSULTANT** under each duly executed Work Authorization shall perform the scope of work required by such Authorization, and unless requirements to the contrary are specifically prescribed therein, shall perform the required services in accordance with the following requirements.

SECTION I - PROGRAM MANAGEMENT AND GENERAL CONSULTING SERVICES

- A. The services for program management respond to the complexities resulting from multiple project, multi-discipline, and long-range programs. Typical program management services can include but are not limited to:
1. Project formulation/programming;
 2. Projects coordination;
 3. Master program scheduling;
 4. Consultant/subconsultant coordination;
 5. Funding and financial coordination assistance;
 6. Meeting preparation and documentation; and,
 7. Technical assistance.
- B. The general consulting services to be provided under this section are undefined, general in nature, and only required periodically by the **COUNTY**. Typical services anticipated might include but are not limited to:
1. Presentation preparation;
 2. Coordination of meetings with local, state, and federal officials;
 3. Site visits;
 4. Facility inspection;
 5. Obstruction surveys;
 6. Property surveys
 7. Other services requested by the **COUNTY** that are not otherwise directly associated with a current project.

- C. Specific program management services will be reviewed in advance with the **COUNTY** and set forth in each Work Authorization. FAA approval of scope will be obtained for FAA funded items and tasks.
- D. The amount of compensation and method of payment will be established when each Work Authorization is developed and presented for approval.

SECTION II - MISCELLANEOUS PROVISIONS

1. **Exhibit "F", Payments and Miscellaneous Provisions**, specifies requirements for payments to **CONSULTANT, COUNTY** 's responsibilities, and other miscellaneous provisions, and **Exhibit "H"** specifies Federal mandatory provisions.

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EXHIBIT B
GENERAL PROVISIONS FOR PLANNING
AND ENVIRONMENTAL SERVICES

This is an exhibit attached to and made a part of the AGREEMENT between the COUNTY and the CONSULTANT for professional consulting services. For elements of the PROJECT described in the referenced AGREEMENT, the CONSULTANT shall perform professional services as hereinafter described, which shall include customary planning, environmental, and auxiliary services incidental thereto. These services, when performed in accordance with acceptable practices, shall be the limits of the CONSULTANT's responsibility under this AGREEMENT.

These General Provisions set forth the general requirements for the performance of the various services for planning and environmental projects required under this AGREEMENT. The CONSULTANT under each duly executed Work Authorization shall perform the scope of work required by such Authorization, and unless requirements to the contrary are specifically prescribed therein, shall perform the required services in accordance with the following requirements.

SECTION I - SERVICES

- A. Basic and Special Services for planning projects will be reviewed in advance with the COUNTY and set forth in each Work Authorization. FAA approval of scope will be obtained for FAA funded items and tasks.
- B. The amount of compensation and method of payment will be established when each planning Work Authorization is developed and presented for approval.
- C. At the written request of the COUNTY, the CONSULTANT shall accomplish such special services as required by the COUNTY to complete the PROJECT. At the option of the COUNTY, special services may be provided by the COUNTY through contracts with other professionals or may be provided by the CONSULTANT. When the CONSULTANT is requested to provide special services, such services may be provided by the CONSULTANT's own forces or through subcontracts with other professionals. However, contracts with other professionals for special services must have the approval of the COUNTY before the work is initiated. (COUNTY 's approval of CONSULTANT's Work Authorization listing subconsultants and subconsultant fees will be considered approval of subconsultant's contract.) Special services which may be requested include, but are not necessarily limited to the following:
 - 1. Soils and materials investigations including test borings, laboratory testing of soils and materials, and related analyses and recommendations;
 - 2. Reproduction of additional copies of reports and other documents above the specified number described in each work authorization;

3. The accomplishment of special surveys and investigations, such as aerial photography and mapping, traffic volume data collection, and the preparation of special reports and drawings as may be requested or authorized in writing by the **COUNTY** in connection with the **PROJECT**;
4. Land surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps; and,
5. Special environmental studies including biotic studies, historical and archeological studies, noise studies and other related work.

SECTION II - MISCELLANEOUS PROVISIONS

1. **Exhibit "F", Payments and Miscellaneous Provisions**, specifies requirements for payments to **CONSULTANT, COUNTY** 's responsibilities, and other miscellaneous provisions, and **Exhibit "H"** specifies Federal mandatory provisions applicable to Planning Projects.

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EXHIBIT C

GENERAL PROVISIONS FOR ENGINEERING SERVICES

This is an exhibit attached to and made a part of the AGREEMENT between the **COUNTY** and the **CONSULTANT** for professional consulting services. For elements of the **PROJECT** described in the referenced AGREEMENT which are primarily engineering projects, the **CONSULTANT** shall perform professional services as hereinafter described, which shall include customary civil, structural, mechanical, and electrical engineering services. These services, when performed in accordance with acceptable engineering practices, shall be the limits of the **CONSULTANT's** responsibility under this AGREEMENT.

These General Provisions set forth the general requirements for the performance of the various services for development projects required under this AGREEMENT. The **CONSULTANT** under each duly executed Work Authorization shall perform work required to accomplish the intent of such work authorization, and unless otherwise specifically prescribed therein, shall perform the required services in accordance with the following requirements.

SECTION I - BASIC SERVICES

- A. Basic Engineering Services will generally be completed in four (4) phases:
1. Preliminary design phase;
 2. Final design phase;
 3. Bidding phase; and,
 4. Construction phase.

The general types of services to be performed in each phase are described herein. However, typical services may be changed or deleted as required for each project. Additional services may be added as mutually agreed upon between **COUNTY** and **CONSULTANT**. Such additions, changes, or deletions will be outlined in each Work Authorization.

B. Preliminary Design Phase

This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Items of work for this phase of a project include:

1. Conferring with the **COUNTY** on project requirements, finances, schedules, early phases of the **PROJECT**, and other pertinent matters; and meeting with concerned agencies and parties on matters affecting the **PROJECT**;
2. Advising **COUNTY** as to the necessity of providing or obtaining from others data or services of the types described in Section II such as, but not limited to field surveys, soil borings, aerial mapping and laboratory testing. At **COUNTY 's** option, services

may be provided by the **COUNTY** through direct contracts with other professionals or may be provided by the **CONSULTANT** in accordance with **Exhibit "F", Payments and Miscellaneous Provisions**, Section I.2; and,

3. Developing design schematics, sketches, project recommendations, and preliminary layouts and cost estimates.

C. Final Design Phase

After authorization to proceed with the Final Design Phase, **CONSULTANT** shall, on the basis of the accepted Preliminary Design documents and the construction budget authorized by **COUNTY**:

1. Prepare necessary engineering reports and recommendations;
2. Prepare detailed plans, specifications, and cost estimates;
3. Print and provide necessary copies for in-house production of engineering drawings and contract specifications;
4. Advise **COUNTY** of any adjustments to the preliminary estimate of probable construction costs caused by changes in general scope, extent or character or design requirements of the **PROJECT**, or market conditions. Furnish to **COUNTY** a revised opinion of probable construction costs based on the Final Drawings and Specifications;
5. Prepare for review and approval by **COUNTY**, its legal counsel and other advisors, necessary Bidding information, bidding forms, bidding documents, the Conditions of the Contract, and the form of **AGREEMENT** between the **COUNTY** and Contractor; and,
6. Distribute documents for approvals to **FAA**, **COUNTY**, State, and other regulatory agencies.

D. Bidding Phase

After authorization to proceed with the Bidding Phase, **CONSULTANT** shall:

1. Assist the **COUNTY** in advertising for and obtaining bids for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and receive and process deposits for Bidding Documents;

2. Assist the **COUNTY** in conducting a prebid conference for each separate prime contract to share pertinent bidding and technical information and requirements with prospective bidders.
3. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
4. Distribute sets of Bidding Documents to Prospective Bidders and plan offices (Dodge and AGC) during the Bidding Phase.
5. Attend the bid opening, prepare bid tabulation sheets and assist **COUNTY** in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

E. Construction Phase

1. The **CONSULTANT's** responsibility to provide Basic Services for the Construction Phase under this AGREEMENT commences with the award of each Contract for Construction and terminates at the earlier of the issuance by the **COUNTY** of the final Certificate for Payment or 30 days after the date of Substantial Completion of the Work, but if so stated by Work Authorization, may be extended under the terms of **Section II "Special Services"**;
2. **CONSULTANT** shall attend and administer the preconstruction conference;
3. Visits to Site and Observation of Construction: In connection with observations of the work of Contractor(s) while it is in progress:
 - a. **CONSULTANT** shall make visits to the site at intervals appropriate to the various stages of construction as **CONSULTANT** deems necessary in order to observe as an experienced and qualified design professional the progress of the various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, **CONSULTANT** shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and **CONSULTANT** shall keep **COUNTY** informed of the progress of the work;
 - b. If **COUNTY** requests more extensive site representation than is described in 3.a above, **CONSULTANT** will provide a Resident Project Representative(s) as a Special Service;
 - c. **CONSULTANT** shall not during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)'s work nor shall **CONSULTANT** have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of

Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, **CONSULTANT** can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents;

4. Defective Work: During such visits and on the basis of such observations, **CONSULTANT** may disapprove of or reject Contractor(s)' work while it is in progress if **CONSULTANT** believes that such work will not produce a completed PROJECT that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the PROJECT as reflected in the Contract Documents.
5. Interpretations and Clarifications: **CONSULTANT** shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required;
6. Shop Drawings: **CONSULTANT** shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the PROJECT. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto;
7. Substitutes: **CONSULTANT** shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of Section II, paragraph 13;
8. Inspections and Tests: **CONSULTANT** shall have authority, as **COUNTY's** representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents);
9. Disputes between COUNTY and Contractor: **CONSULTANT** shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of **COUNTY** and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. **CONSULTANT** shall not be liable for the results of any such interpretations or decisions rendered in good faith;

10. Applications for Payment: Based on **CONSULTANT's** on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:
- a. **CONSULTANT** shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to **COUNTY**, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of **CONSULTANT's** knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, **CONSULTANT's** recommendations of payment will include determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents);
 - b. By recommending any payment, **CONSULTANT** will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by **CONSULTANT** to check the quality or quantity of Contractor(s)'s work as it is furnished and performed beyond the responsibilities specifically assigned to **CONSULTANT** in this AGREEMENT and the Contract Documents. **CONSULTANT's** review of Contractor(s)' work for the purposes of recommending payments will not impose on **CONSULTANT** responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on **CONSULTANT** to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to **COUNTY** free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between **COUNTY** and Contractor that might affect the amount that should be paid.
11. Contractor(s)' Completion Documents: **CONSULTANT** shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of

inspection, the tests and approvals results certified indicate compliance with, the Contract Documents); and shall transmit them to **COUNTY** with written comments;

12. Inspections: **CONSULTANT** shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable to **FAA** and other governing agencies so that **CONSULTANT** may recommend, in writing, final payment to Contractor(s) and may give written notice to **COUNTY** and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph E.10.b; and,
13. Limitation of Responsibilities: **CONSULTANT** shall not be responsible for the act or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except **CONSULTANT's** own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs E.1 through E.12 inclusive, shall be construed to release **CONSULTANT** from liability for failure to properly perform duties and responsibilities assumed by **CONSULTANT** in the Contract Documents.

SECTION II - SPECIAL SERVICES

A. Services Requiring Authorization in Advance

If authorized in writing by **COUNTY**, **CONSULTANT** shall accomplish such special services of the following types which are not considered normal or customary Basic Services except where specifically provided for otherwise in the Work Authorizations. At **COUNTY's** option, services may be provided by the **COUNTY** through direct contracts with other professionals or may be provided by the **CONSULTANT**. When the **CONSULTANT** is requested to provide special services, such services may be provided by the **CONSULTANT's** own forces or through subcontracts with other professionals; however, contracts with other professionals for special services must have the approval of the **COUNTY** before the work is initiated (**COUNTY** approval of **CONSULTANT's** Work Authorization listing subconsultants and subconsultant fees will be considered approval of subconsultant's contract.) Special services will be paid for by **COUNTY** as indicated in each Work Authorization in addition to the compensation for Basic Services described herein.

1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the **PROJECT**; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the **PROJECT** of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the **PROJECT**.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by **COUNTY**; commonly referred to as A/E survey.
3. Services resulting from significant changes in the general scope, extent or character of the **PROJECT** or its design including, but not limited to, changes in size, complexity, **COUNTY** 's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to causes beyond **CONSULTANT**'s control.
4. Providing renderings or models for **COUNTY**'s use.
5. Preparing to serve or serving as a consultant or witness for **COUNTY** in any litigation, public hearing or other legal or administrative proceeding involving the **PROJECT** (except as agreed to under Basic Services).
6. Soils and material investigations including test borings, laboratory testing of soils and materials, related analyses and recommendations.
7. Quality assurance testing during construction.
8. Furnishing services of a Resident Project Representative to assist **CONSULTANT** in observing performance of the work of Contractor(s).
9. Preparation of Disadvantaged Business Enterprise Program.
10. Cost accounting services, grant administration, and grant closeout.
11. Reproduction and postage of reports, contract documents and specifications to FAA, **COUNTY**, Contractor, regulatory agencies, prospective bidders, and plan rooms.
12. Services in connection with work directive changes and change orders to reflect changes requested by **COUNTY** if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
13. Services in making revisions to Drawings and Specifications occasioned by the acceptance or substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.
14. Services resulting from delays beyond the control of **CONSULTANT**.
15. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of

defective or negligent work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, (4) default by any Contractor, or (5) other causes beyond **CONSULTANT's** control.

16. Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.
17. Services after issuance to the **COUNTY** of the final certificate for payment or in the absence of such certificate, more than 30 days after the date of Substantial Completion of the Work.
18. Provide assistance in the closing of any financial or related transaction for the **PROJECT**.
19. Provide assistance in connection with the refining and adjusting of any equipment or system.
20. Preparation of a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to **CONSULTANT** and which **CONSULTANT** considers significant.
21. Operational Phase Services:
 - a. Provide assistance in connection with the refining and adjusting of any equipment or system.
 - b. Assist **COUNTY** in training **COUNTY 's** staff to operate and maintain the **PROJECT**.
 - c. Assist **COUNTY** in developing systems and procedures for control of the operation and maintenance of and record keeping for the **PROJECT**.

SECTION III - MISCELLANEOUS PROVISIONS

1. **Exhibit "F", Payments and Miscellaneous Provisions**, specifies requirements for payments to **CONSULTANT**, **COUNTY's** responsibilities, and other miscellaneous provisions, and **Exhibit "H"** specifies Federal mandatory provisions.

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EXHIBIT D

GENERAL PROVISIONS FOR ARCHITECTURAL DESIGN SERVICES

This is an exhibit attached to and made a part of the AGREEMENT between the COUNTY and the CONSULTANT for professional consulting services. For elements of the PROJECT which are primarily building improvements, described in the referenced AGREEMENT, the CONSULTANT shall perform professional services as hereinafter described, which shall include customary architectural, structural, mechanical, and electrical engineering services. These services, when performed in accordance with acceptable engineering and architectural practices, shall be the limits of the CONSULTANT'S responsibility under this AGREEMENT.

These General Provisions set forth the general requirements for the performance of the various architectural services for projects required under this AGREEMENT. The CONSULTANT under each duly executed Work Authorization shall perform the scope of work required by such Authorization, and, unless requirements to the contrary are specifically prescribed therein, shall perform the required services in accordance with the following requirements.

SECTION I - BASIC SERVICES

A. Basic Architectural Services will generally be completed in five (5) phases:

1. Schematic design phase;
2. Design development phase;
3. Contract Document phase;
4. Bidding phase; and
5. Construction phase.

The general types of services to be performed in each phase are described herein. However, typical services may be changed or deleted as required for each project. Additional services may be added as mutually agreed upon between COUNTY and CONSULTANT. Such additions, changes, or deletions will be outlined in each Work Authorization.

B. Schematic Design Phase

1. The CONSULTANT shall review the program furnished by the COUNTY to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the COUNTY.
2. The CONSULTANT shall provide a preliminary evaluation of the COUNTY's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Exhibit F, paragraph II.A.
3. The CONSULTANT shall review with the COUNTY alternative approaches to design and construction of the Project.

4. Based on the mutually agreed upon program, schedule and construction budget requirements, the **CONSULTANT** shall prepare, for approval by the **COUNTY**, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.
5. The **CONSULTANT** shall submit to the **COUNTY** a preliminary estimate of Construction Cost based on current area, volume or other unit costs.

C. Design Development Phase

1. Based on the approved Schematic Design Documents and any adjustments authorized by the **COUNTY** in the program, schedule or construction budget, the **CONSULTANT** shall prepare, for approval by the **COUNTY**, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.
2. The **CONSULTANT** shall advise the **COUNTY** of any adjustments to the preliminary estimate of Construction Cost.

D. Construction Documents Phase

1. Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the **COUNTY**, the **CONSULTANT** shall prepare, for approval by the **COUNTY**, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.
2. The **COUNTY** shall assist the **CONSULTANT** in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of AGREEMENT between the **COUNTY** and the Contractor.
3. The **CONSULTANT** shall advise the **COUNTY** of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.
4. The **COUNTY** shall assist the **CONSULTANT** in connection with the **COUNTY**'s responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

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E. Bidding Phase

After authorization to proceed with the Bidding Phase, **CONSULTANT** shall:

1. Assist the **COUNTY** in advertising for and obtaining bids for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.
2. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
3. Consult with and advise **COUNTY** as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.
4. Consult with **COUNTY** concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.
5. Attend the bid opening, prepare bid tabulation sheets and assist **COUNTY** in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.
6. Furnish sets of Bidding Documents to contractor bidding and plan offices (Dodge, AGC, etc.) during the Bidding Phase. The number of documents and their distribution will be specified in the Work Authorization(s).

F. Construction Phase

1. The **CONSULTANT**'s responsibility to provide Basic Services for the Construction Phase under this AGREEMENT commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the **COUNTY** of the final Certificate for Payment or the original date established for Substantial Completion of the Work, but may be extended under the terms of Section II "Special Services".
2. The **CONSULTANT** shall provide administration of the Contract for construction as set forth below, unless otherwise provided in this AGREEMENT.
3. **CONSULTANT** shall attend preconstruction conference.

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4. Visits to Site and Observation of Construction: In connection with Observations of the work of Contractor(s) while it is in progress:
 - a) **CONSULTANT** shall make visits to the site at intervals appropriate to the various stages of construction as **CONSULTANT** deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, **CONSULTANT** shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and **CONSULTANT** shall keep **COUNTY** informed of the progress of the work.
 - b) If **COUNTY** requests more extensive site representation than is described in F.4(a) above, **CONSULTANT** will provide a Resident Project Representative(s) as a Special Service.
 - c) **CONSULTANT** shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall **CONSULTANT** have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, **CONSULTANT** can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.
5. Defective Work: During such visits and on the basis of such observations, **CONSULTANT** may disapprove of or reject Contractor(s)' work while it is in progress if **CONSULTANT** believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
6. Interpretations and Clarifications: **CONSULTANT** shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
7. Shop Drawings: **CONSULTANT** shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such

reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

8. Substitutes: **CONSULTANT** shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of Section II, paragraph A.37.
9. Inspections and Tests: **CONSULTANT** shall have authority, as **COUNTY**'s representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
10. Disputes: **CONSULTANT** shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
11. Applications for Payment: Based on **CONSULTANT**'s on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:
 - a) **CONSULTANT** shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to **COUNTY**, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of **CONSULTANT**'s knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, **CONSULTANT**'s recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b) By recommending any payment, **CONSULTANT** will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by **CONSULTANT** to check the quality or quantity of Contractor(s)'s work as it is furnished and performed beyond the responsibilities specifically assigned to **CONSULTANT** in this

AGREEMENT and the Contract Documents. **CONSULTANT**'s review of Contractor(s)' work for the purposes of recommending payments will not impose on **CONSULTANT** responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on **CONSULTANT** to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to **COUNTY** free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between **COUNTY** and Contractor that might affect the amount that should be paid.

12. Contractor(s)' Completion Documents: **CONSULTANT** shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, the tests and approvals ~~the~~ results certified indicate compliance with, the Contract Documents); and shall transmit them to **COUNTY** with written comments.
13. Inspections: **CONSULTANT** shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that **CONSULTANT** may recommend, in writing, final payment to Contractor(s) and may give written notice to **COUNTY** and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph F.11.b.
14. Limitation of Responsibilities: **CONSULTANT** shall not be responsible for the act or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except **CONSULTANT**'s own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs F.1 through F.13 inclusive, shall be construed to release **CONSULTANT** from liability for failure to properly perform duties and responsibilities assumed by **CONSULTANT** in the Contract Documents.

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SECTION II - SPECIAL SERVICES

A. Services Requiring Authorization in Advance

If authorized in writing by **COUNTY**, **CONSULTANT** shall accomplish such special services of the following types which are not considered normal or customary Basic Services except where specifically provided for otherwise in the Work Authorizations. At **COUNTY'S** option, services may be provided by the **COUNTY** through direct contracts with other professionals or may be provided by the **CONSULTANT**. When the **CONSULTANT** is requested to provide special services, such services may be provided by the **CONSULTANT'S** own forces or through subcontracts with other professionals. However, contracts with other professionals for special services must have the approval of the **COUNTY** before the work is initiated, however **CONSULTANT** shall remain responsible for work of subconsultants. Special services will be paid for by **COUNTY** in addition to the compensation for Basic Services described herein.

1. Preparation of preapplications and/or applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by **COUNTY**; commonly referred to as A/E survey.
3. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, **COUNTY'S** schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to causes beyond **CONSULTANT'S** control.
4. Providing renderings or models for **COUNTY'S** use.
5. Preparing documents for alternate, separate or sequential bids requested by **COUNTY** after receipt of original bids and for Contractor(s)' work which is not executed or documents for out-of-sequence work.
6. Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes

available for licensing and assisting **COUNTY** in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits for inventories required in connection with construction performed for **COUNTY**.

7. Services resulting from the award of more separate prime contracts for construction, materials, equipment or services for the Project than are contemplated by an approved Work Authorization, and services resulting from the arranging for performance by persons other than the principal prime contractors of services for the **COUNTY** and administering **COUNTY'S** contracts for such services.
8. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work, and providing land surveys and other special field surveys.
9. Assistance in connection with bid protests, re-bidding or renegotiating contracts for construction, materials, equipment or services.
10. Services during out-of-town travel required of **CONSULTANT** other than visits to the site as required by Section I.
11. Preparing to serve to serving as a consultant or witness for **COUNTY** in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).
12. Soils and Material Investigations including test borings, laboratory testing of soils and materials, related analyses and recommendations.
13. Quality Assurance testing during construction.
14. Furnishing services of a Resident Project Representative to assist **CONSULTANT** in observing performance of the work of contractor(s).
15. Preparation of Disadvantaged Business Programs.
16. Cost accounting services, grant administration, and grant closeout.
17. Reproduction of additional copies of reports, contract documents and specifications above the specified number furnished in Basic Services described in each Work Authorization.
18. Providing analyses of the **COUNTY's** needs and programming the requirements of the Project.
19. Providing financial feasibility or other special studies.

20. Providing planning surveys, site evaluations or comparative studies of prospective sites.
21. Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
22. Providing services relative to future facilities, systems and equipment.
23. Providing services to verify the accuracy of drawings or other information furnished by the **COUNTY**.
24. Providing coordination of construction performed by separate contractors or by the **COUNTY**'s own forces and coordination of services required in connection with construction performed and equipment supplied by the **COUNTY**.
25. Providing services in connection with the work of a construction manager or separate consultants retained by the **COUNTY**.
26. Providing detailed estimates of Construction Cost.
27. Providing detailed quantity surveys or inventories of material, equipment and labor.
28. Providing analyses of owning and operating costs.
29. Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
30. Providing services for planning tenant or rental spaces.
31. Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
32. Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the **CONSULTANT**.
33. Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
34. Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.
35. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

36. Services in connection with work directive changes and change orders to reflect changes requested by **COUNTY** if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
37. Services in making revisions to Drawings and Specifications occasioned by the acceptance or substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.
38. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.
39. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or negligent work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.
40. Services in connection with any partial utilization of any part of the Project by **COUNTY** prior to Substantial Completion.
41. Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.
42. Services after issuance to the **COUNTY** of the final certificate for payment or in the absence of such certificate, more than 60 days after the date of Substantial Completion of the Work.

SECTION III - MISCELLANEOUS PROVISIONS

1. **Exhibit "F", Payments and Miscellaneous Provisions**, specifies requirements for payments to **CONSULTANT**, **COUNTY**'s responsibilities, and other miscellaneous provisions, and **Exhibit "H"** specifies Federal mandatory provisions.

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EXHIBIT E

DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

This is an exhibit attached to and made a part of the AGREEMENT between the COUNTY and the CONSULTANT for Professional Consulting Services. For elements of the PROJECT described in the referenced AGREEMENT, the CONSULTANT shall perform Resident Project Representative Services in accordance with the following:

- A. General: Resident Project Representative (**RPR**) will be the **CONSULTANT's** agent at the site, will act as directed by and under the supervision of **CONSULTANT**, and will confer with **CONSULTANT** regarding **RPR** actions. **RPR's** dealings in matters pertaining to the onsite work shall in general be only with the **CONSULTANT** and Contractor, and dealings with subcontractors shall only be through or with the full knowledge of Contractor. Written communication with **COUNTY** will be only through or as directed by **CONSULTANT**.
- B. Duties and Responsibilities of RPR:
1. Schedules: Review the progress schedule, schedule of shop drawing submissions, and schedule of values prepared by Contractor and consult with the **CONSULTANT** concerning acceptability.
 2. Conferences and Meetings: Attend meetings with Contractor such as preconstruction conferences, progress meetings and other conferences as required in consultation with **CONSULTANT** and notify those expected to attend in advance. Prepare and circulate copies of minutes thereof.
 3. Liaison:
 - a. Serve as the **CONSULTANT's** liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the contract documents. Assist the **CONSULTANT** in serving as the **COUNTY's** liaison with the Contractor when the Contractor's operations affect the **COUNTY's** onsite operations.
 - b. As requested by the **CONSULTANT**, assist in obtaining from the **COUNTY** additional details or information, when required at the job site for proper execution of the work.

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4. Shop Drawings and Samples:
 - a. Record date of receipt of shop drawings and samples, receive samples which are furnished at the site by Contractor, and notify the **CONSULTANT** of their availability for examination.
 - b. Advise the **CONSULTANT** and Contractor or its superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been approved by the **CONSULTANT**.

5. Review of Work, Rejection of Defective Work, Inspection and Tests:
 - a. Conduct onsite observations of the work in progress to assist **CONSULTANT** in determining if the work is proceeding in accordance with the contract documents and that completed work will conform to the contract documents.
 - b. Report to the **CONSULTANT** whenever **RPR** believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents or does not meet the requirements of any inspections, tests, or approval required to be made or has been damaged prior to final payment, and advise the **CONSULTANT** when he believes work should be corrected or rejected or should be uncovered for observation or requires special testing, inspection, or approval.
 - c. Verify that tests, equipment, and systems startups and operating and maintenance training are conducted as required by the contract documents and in presence of the appropriate personnel, and that Contractor maintains adequate records thereof; observe, record, and report to the **CONSULTANT** appropriate details relative to test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the PROJECT, record the results of these inspections, and report to **CONSULTANT**.

6. Interpretation of Contract Documents: Transmit to Contractor, **CONSULTANT's** clarifications and interpretations of the contract documents.

7. Modifications: Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report them with **RPR's** recommendations to **CONSULTANT**. Transmit to Contractor decisions as issued by **CONSULTANT**.

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8. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, **CONSULTANT**'s clarifications and interpretations of the contract documents, progress reports and other project related documents.
- b. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to Contractor's questions or extras or deductions, quantities of materials installed on the PROJECT, list of visiting officials and representatives of manufacturers, fabricators, suppliers, and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of the observing test procedures. Send copies to the **CONSULTANT**.
- c. Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

9. Reports:

- a. Furnish to **CONSULTANT**, **COUNTY**, and the Federal Aviation Administration periodic reports as required of the progress of the work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.
- b. Consult with the **CONSULTANT** in advance of scheduled major tests, inspections, or start of important phases of the work.
- c. Report immediately to the **CONSULTANT** upon the occurrence of any accident.
- d. Review and certify Contractor's payroll submittals for compliance with Federal law pertaining to classification and wage rates.

10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to the **CONSULTANT**, noting particularly their relation to the schedule of values, work completed, and material and equipment delivered at the site but not incorporated in the work.

11. Certificates, Maintenance and Operation Manuals: During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually

installed; and deliver this material to the **CONSULTANT** for his review and forwarding to **COUNTY** prior to final acceptance of the work.

12. Completion:

- a. Before the **CONSULTANT** issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of **CONSULTANT, COUNTY,** and Contractor and prepare a final list of items to be completed or corrected.
- c. Verify that all items on final list have been completed or corrected and make recommendations to the **CONSULTANT** concerning acceptance.

C. Limitations of Resident Project Representative's Authority:

Except upon written instructions of the **CONSULTANT, RPR:**

1. Shall not authorize any deviation from the contract documents or approve any substitute materials or equipment.
2. Shall not exceed limitations of the **CONSULTANT's** authority as set forth in the contract documents.
3. Shall not undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent, or expedite the work.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the contract documents.
5. Shall not issue directions as to safety programs in connection with the work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
7. Shall not authorize the **COUNTY** to occupy or utilize the **PROJECT** in whole or in part, without the approval of **CONSULTANT**.
8. Shall not participate in specialized field or laboratory tests, or inspections conducted by others except as specifically authorized by **CONSULTANT**.

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EXHIBIT F

PAYMENTS AND MISCELLANEOUS PROVISIONS

This is an exhibit attached to and made a part of the AGREEMENT between the COUNTY and the CONSULTANT for professional consulting services.

SECTION I- PAYMENTS TO THE CONSULTANT

The **COUNTY** agrees to compensate the **CONSULTANT** for services performed in accordance with one of the following methods as hereinafter set forth. It is further agreed that such compensation includes both direct and indirect costs chargeable to the **PROJECT** under generally accepted accounting principles.

The method of payment and the amount of payment for specified services shall be detailed in each Work Authorization. The receipt of an approved Work Authorization will constitute the **CONSULTANT's** Notice-to-Proceed.

Unless otherwise approved in writing, the **CONSULTANT** is not to undertake any work prior to the receipt of an approved Work Authorization executed by the **COUNTY**.

1. **Cost Plus Fixed Fee**

Under this method of payment, the **CONSULTANT's** compensation will be equal to direct hourly cost times a factor to cover overhead plus direct non-salary expense and a fixed fee to cover profit. The cost may be more or less than estimated, but the fixed fee will neither increase nor decrease, unless there is a change in the scope, complexity, or duration of the work. In that event, the fixed fee would be subject to re-negotiation. Should the total cost be more than the estimated budget in an approved Work Authorization, a supplemental Work Authorization covering the additional costs of the particular task in question will be prepared by the **CONSULTANT** and submitted to the **COUNTY** for review and approval.

2. **Hourly Fee Schedule and Subconsultants**

Under this method of payment, the **CONSULTANT's** compensation will be based on actual hours worked, by discipline, times the then current fee schedule, plus direct non-salary expenses, including the direct costs of subconsultants plus a lump sum administrative fee. **The hourly fee schedule will only be utilized for specific minor items of work performed as special services.**

3. **Lump Sum**

For work that can be defined and delineated in advance, payment to the **CONSULTANT** will be made on the basis of a lump sum. The agreed lump sum shall represent full payment for all payroll, overhead, profit, and other direct non-salary expenses as hereinafter described. The lump

sum will not increase nor decrease unless there is a change in the scope, complexity, or duration of the work. In that event, the lump sum would be subject to re-negotiation, and **CONSULTANT** will prepare and submit a supplemental Work Authorization for **COUNTY** approval.

4. General

Payments to the **CONSULTANT** on account of the above fees are payable in accordance with the Florida Prompt Payment Act, F.S. chpt 255. Amounts not paid in accordance with the Florida Prompt Payment Act are delinquent and **COUNTY** agrees to pay a late payment fee in the amount of 1% per month or the maximum late payment fee permitted by applicable law (whichever is less) on any unpaid amount for each month, or fraction thereof, that such payment is delinquent. Invoices shall be submitted periodically for the amount of work carried out in that period. The **COUNTY** shall not retain any amounts due from the **CONSULTANT's** invoices, nor withhold said invoices pending FAA and/or other agency approval.

5. The following definitions will apply to the payments for services.

- a. Salary Cost - For purposes of this AGREEMENT, direct salary cost is defined as the current actual cost of salaries of personnel for the time directly chargeable to the PROJECT.
- b. Overhead - For the purpose of this AGREEMENT, overhead shall be calculated in accordance with Federal Acquisition Regulations. For billing under the cost plus fixed fee method of payment, overhead as defined herein shall be direct salary cost times the current overhead rate of the **CONSULTANT** when the Work Authorization is signed.
- c. Direct Non-salary Expenses -These generally include items of expense directly chargeable to the PROJECT and substantiated by appropriate documentation. Typical items may include the cost of subconsultants, living and traveling expenses of employees, communications expense, postage, reproduction, computer time, identifiable supplies and other items that can be identified with the PROJECT.

SECTION II - MISCELLANEOUS PROVISIONS

A. Estimates:

1. Since the **CONSULTANT** has no control over the cost of labor and materials or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the **CONSULTANT** does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the PROJECT construction cost.

B. Extra Work:

1. It is mutually understood and agreed that the **COUNTY** will compensate the **CONSULTANT** for services resulting from significant changes in general scope of the **PROJECT** or its design, but not necessarily limited to, changes in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents for contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the **CONSULTANT's** control and when requested and authorized by the **COUNTY**. Compensation for such extra work when authorized by the **COUNTY** shall be established in each Work Authorization. **CONSULTANT** shall promptly notify **COUNTY** in writing of all extra work or cost variations on the **PROJECT** prior to undertaking said work.

C. Reuse of Documents:

1. All documents including drawings and specifications prepared by the **CONSULTANT** pursuant to this AGREEMENT are instruments of service with respect to the **PROJECT**. They are not intended or represented to be suitable for reuse by **COUNTY** or others on extensions of the **PROJECT** or on any other **PROJECT**. Any reuse without written verification will be at **COUNTY's** sole risk and with no liability or legal exposure to **CONSULTANT**. Any such verification or adaptation will entitle **CONSULTANT** to further compensation at rates to be agreed upon by **COUNTY** and **CONSULTANT**. Notwithstanding these provisions the **COUNTY** shall be provided upon request a reproducible copy of any drawing produced under this AGREEMENT at the cost of reproduction, and will be permitted full use of such documents subject to the limitations set forth herein.

D. Responsibility of the **CONSULTANT**:

1. The **CONSULTANT** shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the **CONSULTANT** under this AGREEMENT.
2. Approval by the **COUNTY** and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the **CONSULTANT** of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the **COUNTY** or **other agencies** but not to the **CONSULTANT**.
3. The **CONSULTANT** shall not be responsible for any time delays in the **PROJECT** caused by the loss or destruction of any portion of the **PROJECT** including, but not limited to, fire, theft, smoke, storm, vandalism, sudden or accidental damage from

irregularities in electrical current, or any other circumstance beyond the **CONSULTANT's** control.

E. Responsibility of the **COUNTY**:

As a part to this AGREEMENT, the **COUNTY** shall:

1. Make available for the **CONSULTANT's** use all record drawings, maps, information as to unusual conditions or practices affecting the **CONSULTANT's** services, soil data, etc., that are readily available to the **COUNTY**.
2. Designate a person to act with authority on the **COUNTY's** behalf and respond in a timely manner to submissions by the **CONSULTANT** providing approvals and authorizations as appropriate so that work may continue at a normal pace.
3. Pay all costs associated with special services authorized by the **COUNTY** and all costs associated with obtaining bids from Contractors, including but not limited to cost of printing, postage and public notice of advertisement.
4. Furnish such accounting, insurance and legal counseling services as **COUNTY** may require for this **PROJECT**. Obtain advice of an attorney, insurance counselor or other consultants as **COUNTY** deems appropriate for examination of the Contract Documents prepared by **CONSULTANT**.
5. Pay all costs incidental to compliance with requirements of these paragraphs 1 through 4.

F. Termination:

1. This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party provided that no such termination may be effected unless the other party is given:
 - a. Not less than 10 calendar days written notice of intent to terminate; and,
 - b. An opportunity for consultation with the terminating party prior to termination.
2. This AGREEMENT may be terminated in whole or in part in writing by either party without cause on sixty (60) days written notice.
3. Upon receipt of a termination notice, the **CONSULTANT** shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the **COUNTY** all data, drawings, specifications, reports,

estimates, summaries, and such other information and materials as may have been accumulated by the **CONSULTANT** in performing this AGREEMENT, whether completed or in process.

4. If this AGREEMENT is terminated by either party, the **CONSULTANT** shall be paid for services rendered pursuant to this AGREEMENT. If termination of the AGREEMENT occurs at the conclusion of one phase and prior to authorization of the **COUNTY** to begin the next phase, payment by the **COUNTY** of the completed phase shall be considered full compensation due the **CONSULTANT**.

G. Audit: Access to Records

1. The **CONSULTANT** shall maintain books, records, documents, and other evidence directly pertinent to the work under this AGREEMENT in accordance with generally accepted accounting principles and practices. The **COUNTY**, the Federal Aviation Administration, the Comptroller General of the United States or any of their duly appointed representatives shall have access to any books, documents, papers, records, and other evidence for the purpose of examination, audit, excerpts, and transcriptions.
2. Records described above shall be maintained and made available during the performance under this AGREEMENT and for a period of three years after the **COUNTY** makes final payment and all other pending matters are closed.

H. Headings

1. The headings of the Exhibits, Sections, Schedules, and Attachments as contained in this AGREEMENT are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Exhibits, Sections, Schedules, and Attachments.

I. Assignment

1. **CONSULTANT** acknowledges that its services are unique and personal and its rights under this AGREEMENT may not be assigned or its duties or obligations delegated without the express written consent of **COUNTY**.

J. Authority

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

K. Claims for Federal or State Aid

CONSULTANT and **COUNTY** agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations submitted by the **CONSULTANT** shall be approved by the **COUNTY** prior to submission.

L. Privileges and Immunities

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the **COUNTY**, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

M. Legal Obligations and Responsibilities

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

N. Non-Reliance by Non-Parties

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the **COUNTY** and the **CONSULTANT** agree that neither the **COUNTY** nor the **CONSULTANT** or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

O. Attestations

CONSULTANT agrees to execute such documents as the **COUNTY** may reasonably require, including a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

P. No Personal Liability

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of the **COUNTY** or **CONSULTANT** in their individual capacities, and no member, officer, agent or employee of the **COUNTY** or **CONSULTANT** shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

Q. Execution In Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

R. Covenant of No Interest

COUNTY and **CONSULTANT** covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

S. Code of Ethics

COUNTY agrees that officers and employees of the **COUNTY** recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

T. No Solicitation/Payment

The **COUNTY** and **CONSULTANT** warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the **CONSULTANT** agrees that the **COUNTY** shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

U. Non-Waiver of Immunity

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the **COUNTY** and the **CONSULTANT** in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool

coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

V. Rights and Remedies

The specific remedies set forth in this Agreement, including but not limited to those remedies with respect to the quality of the Services performed by **CONSULTANT** hereunder, are the exclusive remedies of the Parties.

W. Time of Accrual

For services performed by **CONSULTANT** before substantial completion, all causes of action against **CONSULTANT** shall accrue and the statute of limitations shall commence to run no later than the date of substantial completion of the Project. For services performed by **CONSULTANT** after the date of substantial completion but before final completion of the Project, all causes of action against **CONSULTANT** shall accrue and the statute of limitations shall commence to run no later than the date of final completion. The Parties expressly agree that the discovery rule for purposes of accrual shall not apply.

X. Publicity

Neither of the Parties shall make any press release, news disclosure or other advertising related to the Project that includes the name of the other party without first obtaining the written approval of the other party.

Y. Federal, State and Local Law

The **CONSULTANT** shall comply with all federal, state, county and local laws, ordinances, rules and regulations now and hereafter in force which may be applicable to the operation of its business at the airport as amended from time to time.

Z. Airport Security Requirements

a. General. The federal Transportation Security Administration is the federal agency primarily responsible for overseeing the security measures utilized by the airport owner pursuant to the relevant provisions of Chapter 49, United States Code, and regulations adopted under the authority of the Code, including but not limited to 49 CFR 1540, et seq. Violations of the statutes or regulations may result in severe civil monetary penalties being assessed against the airport operator. It is the intent of the airport operator that the burdens and consequences of any security violations imposed upon the airport operator as a result of actions by an airport tenant or the airport tenant's employees, agents, invitees, or licensees shall be borne by the airport tenant.

b. Airport Tenant Defined. An airport tenant means any person, entity, organization, partnership, corporation, or other legal association that has an agreement with the airport operator to conduct business on airport property. The term also includes an airport tenant as defined in 49 CFR 1540.5. Each signatory to this Agreement, other than the airport operator, is an airport tenant.

c. Airport Operator Defined. As used in this Agreement, airport operator means Monroe County, Florida, its elected and appointed officers, and its employees.

d. Airport Property Defined. Airport property shall mean the property owned or leased by, or being lawfully used by, the airport operator for civil aviation and airport-related purposes. For purposes of this Agreement, airport property is the property generally referred to as the Key West Airport, the Marathon Airport, or both as may be set forth in this Agreement.

e. Inspection Authority. The airport tenant agrees to allow Transportation Security Administration (TSA) authorized personnel, at any time or any place, to make inspections or tests, including copying records, to determine compliance of the airport operator or airport tenant with the applicable security requirements of Chapter 49, United States Code, and 49 CFR 1540, et seq.

f. Airport Security Program. The airport tenant agrees to become familiar, to the extent permitted by the airport operator, with the Airport Security Program promulgated by the airport operator and approved by TSA, and also agrees to conform its' operations and business activities to the requirements of the Airport Security Program.

g. Tenant Security Program. If permitted under TSA regulations, the airport tenant may voluntarily undertake to maintain an Airport Tenant Security Program as referred to in 49 CFR 1542.113. If the airport tenant voluntarily promulgates an Airport Tenant Security Program that is approved by TSA, such program, as may be amended and approved from time to time, shall be automatically incorporated into this Agreement.

h. Breach of Agreement. Should TSA determine that the airport tenant or one or more of the airport tenant's employees, agents, invitees, or licensees has committed an act or omitted to act as required, and such act or omission is a violation which results in TSA imposing a civil penalty against the airport operator in accordance with TSA's Enforcement Sanction Guidance Policy, such determination and imposition of a civil penalty by TSA shall be considered a significant breach of this Agreement.

(1). Minimum Violation. If the violation is the first or second violation attributed to the airport tenant and is a civil penalty minimum violation|| as provided for in TSA's Enforcement Sanction Guidance Policy, the airport tenant may cure the breach by paying to the airport operator the total costs incurred by the airport operator, including any fines or penalties imposed, in investigating, defending, mitigating, compromising, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures. If the violation is a third violation, or there are multiple violations in excess of two violations, that is or are a civil penalty minimum violation|| , the airport tenant shall pay to the airport operator the total costs incurred by the airport operator, including any fines or penalties imposed, in investigating, defending, compromising, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures; and, further, the airport

operator shall have the right to unilaterally cancel this Agreement, such cancellation to be effective thirty calendar days after receipt by the airport tenant of written notice of cancellation of this Agreement by the airport operator.

(2). Moderate Violation. If the violation is the first or second violation attributed to the airport tenant and is a civil penalty moderate violation as provided for in TSA's Enforcement Sanction Guidance Policy, the airport tenant may cure breach by paying to the airport operator the total costs incurred by the airport operator, including any fines or penalties imposed, in investigating, defending, compromising, mitigating or taking of remedial measures as may be agreed to by TSA to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures; and, further, the airport tenant may cause all of airport tenant's employees involved in the airport tenant's business operations on the airport property to undergo such security training as may be required by the airport operator. The total cost of the training shall be paid for by the airport tenant. If the violation is a third violation, or there are multiple violations in excess of two violations, that is or are a civil penalty moderate violation, the airport tenant shall pay to the airport operator the total costs incurred by the airport operator, including any fines or penalties imposed, in investigating, defending, compromising, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures; further, the airport operator shall have the right to unilaterally cancel this Agreement such cancellation to be effective thirty calendar days after receipt by the airport tenant of written notice of cancellation of this Agreement by the airport operator.

(3). Maximum Violation. If the violation is the first violation attributed to the airport tenant and is a civil penalty "maximum violation" as provided for in TSA's Enforcement Sanction Guidance Policy, the airport tenant may cure the breach by paying to the airport operator the total costs incurred by the airport operator, including any fines and penalties imposed, in investigating, defending, compromising, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures; and, further, the airport tenant may cause all of airport tenant's employees involved in the airport tenant's business operations on the airport property to undergo such security training as may be required by the airport operator. The total cost of the training shall be paid for by the airport tenant. If the violation is a second violation, or there are multiple violations, that is or are a civil penalty "maximum violation", the airport tenant shall pay to the airport operator the total costs incurred by the airport operator, including any fines or penalties imposed, in investigating, defending, compromising, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures; and, further, the airport operator shall have the right to unilaterally cancel this Agreement, such cancellation to be effective thirty calendar days after receipt by the airport tenant of written notice of cancellation of this Agreement by the airport operator.

(4). Mitigation of Breach. TSA has a policy of forgoing civil penalty actions when the airport operator detects violations, promptly discloses the violations to TSA, and takes prompt

corrective action to ensure that the same or similar violations do not recur. This policy is known as the TSA Voluntary Disclosure Program Policy, and is designed to encourage compliance with TSA regulations, foster secure practices, and encourage the development of internal evaluation programs. The airport tenant agrees that upon detecting a violation the airport tenant will immediately report it to the airport operator. Should the TSA ultimately determine that the violation was committed by the airport tenant, or an employee, agent, invitee, or licensee of the airport tenant, but the violation should result in the issuance of a letter of correction in lieu of a civil penalty, then the airport tenant shall reimburse the airport operator the total costs incurred by the airport operator in investigating, defending, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, mitigation, or taking of remedial action measures. A violation resulting in the issuance of a letter of correction shall not be considered to be a breach of this Agreement by the airport tenant.

(5). Survival of Sub-Section. This sub-section 8.17 shall survive the cancellation or termination of this Agreement, and shall be in full force and effect.

AA. Notices

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, or by a nationally recognized overnight courier service to the following:

FOR COUNTY
County Administrator
1100 Simonton Street
Key West, FL 33040

and County Attorney
PO Box 1026
Key West, Fl. 33041-1026

FOR CONSULTANT:
THE LPA GROUP INCORPORATED
Attn: Paul A. Holt, P.E.
PO Box 5805
Columbia, SC 29250-5805

BB. Mutual Review

This Agreement has been carefully reviewed by CONSULTANT and the COUNTY, therefore this Agreement is not to be construed against either party on the basis of authorship.

CC. Entirety of Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and discussions concerning the subject matter hereof.

DD. Insurance

As a pre-requisite of the work governed, or the goods supplied under this Agreement (including the pre-staging of personnel and material), the **CONSULTANT** shall obtain, at his own expense, insurance as specified in any attached schedules, which are made part of this Agreement. The **CONSULTANT** will ensure that the insurance obtained will extend protection to all Contractors and subcontractors engaged by the **CONSULTANT**. As an alternative, the **CONSULTANT** may require all Contractors and Subcontractors to obtain insurance consistent with the attached schedules.

The **CONSULTANT** will not be permitted to commence work governed by this Agreement (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the **COUNTY** as specified below. Delays in the commencement of work, resulting from the failure of the **CONSULTANT** to provide satisfactory evidence of the required insurance, shall not extend any specified deadlines and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the **CONSULTANT**'s failure to provide satisfactory evidence.

The **CONSULTANT** shall maintain the required insurance throughout the entire term of this contract and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the **CONSULTANT** to maintain the required insurance shall not extend any specified deadlines and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the **CONSULTANT**'s failure to maintain the required insurance.

The **CONSULTANT** shall provide, to the **COUNTY**, as satisfactory evidence of the required insurance, a Certificate of Insurance.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the **COUNTY** by the insurer. The acceptance and/or approval of the **CONSULTANT**'s insurance shall not be construed as relieving the **CONSULTANT** from any liability or obligation assumed under this Agreement or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as Additional Insured on all policies, except for Workers' Compensation and Professional Liability.

Any deviations from these General Insurance Requirements must be requested in writing on the County-prepared form entitled, "**Request for Waiver of Insurance Requirements**" and approved by Monroe County Risk Management.

Prior to execution of this agreement, the **CONSULTANT** shall furnish the **COUNTY** Certificates of Insurance indicating the minimum coverage limitations as indicated by the attached forms identified as exhibit's I, J, K and L, each attached hereto and incorporated as part of this

contract document, and all other requirements found to be in the best interest of Monroe County as may be imposed by the Monroe County Risk Management Department.

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EXHIBIT G

SAMPLE WORK AUTHORIZATION FORM

Work Authorization for Professional Services

(Project Identification No.)

(Work Authorization No.)

It is agreed to undertake the following work in accordance with the provisions of our Master Agreement for Professional Services dated _____.

Description of Assignment:

Basis of Compensation/Period of Services:

Agreed as to scope of services, time schedule, and budget:

For

For **THE LPA GROUP INCORPORATED**

Date: _____

Date: _____

Attachment: Supporting Data for Budget

EXHIBIT H

MANDATORY FEDERAL PROVISIONS

A. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1.1 Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") 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 contract.
- 1.2 Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 1.4 Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **OWNER** or the Federal funding agency to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the **OWNER** or the Federal funding agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

- 1.5 Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the **OWNER** shall impose such contract sanctions as it or the Federal funding agency may determine to be appropriate, including, but not limited to:
- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- 1.6 Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the **OWNER** or the Federal funding agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the **OWNER** to enter into such litigation to protect the interests of the **OWNER** and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. DISADVANTAGED BUSINESS ENTERPRISES

- 1. Policy:** It is the policy of the federal government that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.
- 2. DBE Obligation:** The **SUBCONSULTANT** agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this AGREEMENT. In this regard, **SUBCONSULTANT** shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. **SUBCONSULTANT** shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of federally-assisted contracts. Further, the **SUBCONSULTANT** agrees to comply with all provisions of the **OWNER's** DBE program as amended from time to time.
- 3. Prompt Payment (§26.29) -** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fourteen (14) days from the receipt of each payment the prime contractor receives from the **OWNER**. The prime contractor agrees further to return retainage payments to each subcontractor within fourteen (14) days after the subcontractor's work is

satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the **OWNER**. This clause applies to both DBE and non-DBE subcontractors.

C. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

1. No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

D. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

E. RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the Federal funding agency and the **OWNER** of the Federal grant under which this contract is executed.

F. TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or

controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal funding agency may direct through the **OWNER** cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the **OWNER** if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal funding agency may direct through the **OWNER** cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

G. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any

Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

H. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

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EXHIBIT I

WORKERS' COMPENSATION INSURANCE REQUIREMENTS

Prior to the commencement of work governed by this Agreement, the Consultant shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$1,000,000 Bodily Injury by Accident
\$1,000,000 Bodily Injury by Disease, policy limits
\$1,000,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the Agreement.

Coverage shall be provided by a company or companies authorized to transact business in the State of Florida and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company.

If the Consultant has been approved by Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Consultant may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Consultant participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Consultant may be required to submit updated financial statements from the fund upon request from the County.

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**EXHIBIT J
GENERAL LIABILITY
INSURANCE REQUIREMENTS**

Prior to the commencement of work governed by this Agreement, the Consultant shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 500,000 per Person
\$1,000,000 per Occurrence
\$ 100,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

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**EXHIBIT K
VEHICLE LIABILITY
INSURANCE REQUIREMENTS**

Recognizing that the work governed by this Agreement requires the use of vehicles, the Consultant, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$500,000 per Person
\$1,000,000 per Occurrence
\$100,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

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EXHIBIT L
ARCHITECTS ERRORS AND OMISSIONS LIABILITY
(1996 Edition)
INSURANCE REQUIREMENTS

Recognizing that the work governed by this Agreement involves the furnishing of architectural services, the Consultant, prior to the commencement of work, shall purchase and maintain, throughout the life of the agreement, Architects Errors and Omissions Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the consultant arising out of work governed by this agreement. This insurance shall be maintained in force for a period of two years after the date of Substantial Completion of any project governed by this agreement.

The minimum limits of liability shall be:

\$1,000,000 pre occurrence/\$2,000,000 aggregate

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EXHIBIT M
CONSULTANTS' RATE SCHEDULE

THE LPA GROUP INCORPORATED

A Unit of Michael Baker Corporation

2011 RATE SCHEDULE

| TITLE | SALARY GRADE / RATES | | | | | | | | | | | | | | | |
|----------------------|----------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| | G02 | G03 | G04 | G05 | G06 | G07 | G08 | G09 | G10 | G11 | G12 | G13 | G14 | G15 | G16 | G17 |
| | \$ 30.00 | \$ 34.00 | \$ 39.00 | \$ 45.00 | \$ 51.00 | \$ 58.00 | \$ 66.00 | \$ 76.00 | \$ 86.00 | \$ 98.00 | \$112.00 | \$128.00 | \$146.00 | \$166.00 | \$191.00 | \$221.00 |
| Intern | I | | II | | | | | | | | | | | | | |
| Support Tech | | I | II | III | IV | | V | | | | | | | | | |
| Admin Asst | | | | | I | II | III | | | | | | | | | |
| CADD Tech | | | | | I | II | III | | | | | | | | | |
| Designer | | | | | | | | I | II | III | | | | | | |
| Associate | | | | | | | | | | | | | | | | |
| <i>Planning</i> | | | | | | | I | II | | | | | | | | |
| <i>Design</i> | | | | | | | I | | II | | | | | | | |
| <i>Engineering</i> | | | | | | | | I | II | | | | | | | |
| <i>Environmental</i> | | | | | | | | I | II | | | | | | | |
| <i>Construction</i> | | | | | | | | I | II | | | | | | | |
| Engineer | | | | | | | | | | | | | | | | |
| <i>Civil</i> | | | | | | | | | I | II | III | | | | | |
| <i>Drainage</i> | | | | | | | | | I | II | III | | | | | |
| <i>Electrical</i> | | | | | | | | | | | I | II | | | | |
| <i>Structural</i> | | | | | | | | | I | II | III | | | | | |
| <i>Traffic</i> | | | | | | | | | I | II | III | | | | | |
| Architect | | | | | | | | | | | I | II | | | | |
| Planner | | | | | | | | | I | | II | | | | | |
| Environ. Specialist | | | | | | | | | I | II | | | | | | |
| Inspector | | | | | | | | I | | II | | | | | | |
| Constr Specialist | | | | | | | | | I | II | | | | | | |
| Project Manager | | | | | | | | | | | | I | II | III | IV | V |

Note

The hourly rates shown above include direct salary cost, labor overhead, general and administrative overhead, and profit. These rates shall remain valid until future notice. Direct non-salary expenses such as travel, subsistence, printing etc. are not included.