

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD PROFESSIONAL SERVICES AGREEMENT

Contract No. _____

FDOT Financial ID No.(s) _____

Appropriation Bill Number(s)/Line Item Number(s) for

1st year of contract, pursuant to s. 216.313, F.S. House Bill 5001

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

F.A.P. No. _____

THIS AGREEMENT, made and entered into this _____ day of _____, by and
(This date to be entered by DOT only)

between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the
Department and Telvent USA Corporation

(F.E.I.D. No. F521366064-006) of 3300 Corporate Ave., Suite 100, Weston, Florida 33331

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

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

None

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

1. SERVICES AND PERFORMANCE

A. The Department does hereby retain the Consultant to furnish certain services as described in Exhibit "A", attached hereto and made a part hereof, in connection with
Telecommunications Consultant Services

B. Unless changed by written agreement, the site for inspection of work referenced in Section 1.1 of the **Standard Professional Services Terms**, will be 3300 Corporate Ave., Suite 100, Weston, Florida 33331.

2. TERM

A. Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this Agreement will remain in full force and effect through completion of all services required of the Consultant or a 5 year term from the date of execution of this Agreement, whichever occurs first.

B. Check applicable terms

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

The project services to be rendered by the Consultant for each task assignment will commence, upon written notice from the Department's Project Manager, and will be completed within the time period specified in each task assignment. All services performed under this contract will be completed within 60 months from the date of this Agreement. The total fee for all accumulated task assignments may not exceed \$10,000,000.00.

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

3. **INSURANCE**

The amount of liability insurance to be maintained by the Consultant in accordance with Section 4.B of the **Standard Professional Services Agreement Terms** is \$1,000,000.00

4. **SUBCONTRACTS**

The following subconsultants are authorized under this Agreement in accordance with Section 7.A. of the

Standard Professional Services Agreement Terms:

RCC Consultants, Inc., E-Squared Engineering, Byers Engineering Company, Fox Ridge Communications, Inc.,
Pate Engineering, Inc., The Semaphore Group, Wireless Spectrum Resources, Inc., Clifton Tower Services, Inc.,
Multiband Engineering and Wireless, Southeast, Inc.

5. **COMPENSATION**

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

6. **MISCELLANEOUS**

- A. Reference in this Agreement to Director will mean the Chief Engineer
- B. The services provided herein do do not involve the expenditure of federal funds. In the event federal funds are involved, Section 9 of the **Standard Professional Services Agreement Terms** is incorporated by reference.
- C. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein.

Page A-1 through Page A- 10 : Exhibit "A", Scope of Services

Page B-1 through Page B- 6 : Exhibit "B", Method of Compensation

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

Telvent USA Corporation

Name of Consultant

BY: _____

Authorized Signature

(Print/Type)

Title: _____

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

BY: _____

Thomas Byron, P.E.

(Print/Type)

Title: Chief Engineer

FOR DEPARTMENT USE ONLY

APPROVED:

Professional Services Unit

LEGAL REVIEW:

Stephanie Burch
General Counsel Office

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

1. SERVICES AND PERFORMANCE

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

In the event that the Consultant and the Department are not able to reach an agreement as to the amount of compensation to be paid to the Consultant for supplemental work desired by the Department, the Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by the Department to be reasonable. In such event, the Consultant will have the right to file a claim with the Department for such additional amounts as the consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve the Consultant from the obligation to timely perform the supplemental work.
- E. In the event the work covered by this Agreement includes the preparation of construction plans, it is understood that the work may be divided into two or more construction projects by the Director and that, if this is done, the Consultant will supply construction plans for each project.
- F. The Consultant is authorized to use the Department's computer facilities utilizing Department programs required for the performance of the services herein. The Consultant will identify the programs required and submit a written request to the Department's Project Manager for approval.
- G. All design work performed by the Consultant for projects where anticipated construction cost is one million dollars (\$1,000,000) or more will be subject to Value Engineering. The Department further reserves the right to subject projects of lesser construction cost to Value Engineering should the Department deem circumstances are present that warrant such a decision. Value Engineering may be performed at any stage of the design process. Unless specifically identified in the Agreement, the Consultant will not be required to perform the Value Engineering analysis.
- H. The Consultant will not be liable for use by the Department of plans, documents, studies or other data for any purpose other than intended by the terms of this Consultant Agreement.

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

2. **TERM:**

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

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

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

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

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

3. **COMPENSATION:**

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

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

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

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

4. **INDEMNITY AND INSURANCE:**

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

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

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

5. **COMPLIANCE WITH LAWS:**

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

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

6. TERMINATION AND DEFAULT

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

7. ASSIGNMENT AND SUBCONTRACTORS

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

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

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

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

8. **MISCELLANEOUS**

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

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

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

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

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

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

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

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

O. The Consultant hereby certifies that it has not:

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

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

Scope of Services
Traffic Engineering and Operations Office
Telecommunications Consultant Services

I. Purpose

The Florida Department of Transportation (Department) requires professional services of a Telecommunications Consultant (Consultant) to provide a wide range of assistance for the Department's telecommunications networks related with the Public Safety Land Mobile Radio communications system, its supportive infrastructures and the communications systems associated with the Intelligent Transportation Systems Program. The Consultant shall make available a variety of services that include but not limited to: telecommunications planning, engineering, architecture, standards, deployment, integration, operations, maintenance, mainstreaming, management and administrative tasks as well as Consulting Engineering and Inspection (CEI) activities to support Districts and the Central Office telecommunications needs. A principal task of the Consultant is the preparation of design criteria packages for design-build procurements, and specifications for low bid procurements for public safety land mobile radio communications systems, supportive communications infrastructures and the Intelligent Transportation Systems communications systems for implementation, deployment, and integration within the state. The Consultant will work closely with the Department's District level telecommunications personnel and other Department Consultants currently under retention.

Intelligent Transportation Systems (ITS) telecommunications developments as they apply to in this contract are the various components of ITS user services, including roadside transponders, variable message signs, and traffic signals, rely upon communication linkages in order to transmit and receive data. These components communicate with each other through various mediums, such as wireless networks, fiber optics, radio signals, and wire-line connections. These modes of communication in turn comprise the telecommunications infrastructure that allows ITS user services to function efficiently, not only as independent systems, but also as parts of the larger network of intelligent transportation systems. In this regard, telecommunications systems planning and implementation is a critical part of transportation system planning. The quality and manageability of the communications networks developed by this contract will thus play a pivotal role in determining the degree to which ITS will succeed.

In those instances where the Consultant prepares the design criteria packages for design-build procurements, the Consultant firm will not be allowed to compete as a proposing Design-Build firm, or participate as a sub-consultant to a proposing Design-Build firm.

The Consultant shall provide qualified technical and professional personnel to perform to Department standards and procedures the duties and responsibilities assigned under the terms of this agreement. The Consultant shall minimize to the maximum extent possible the Department's need to apply its own resources to assignments authorized by the Department. The Consultant shall support the Department project manager in the coordination with the Districts on any statewide related topics. The Department, at its option, may elect to expand, reduce, or delete the extent of each work element described in this Scope of Services document, provided such action does not alter the intent of this contract.

The Department shall request Consultant services on an as-needed basis. There is no guarantee that any or all of the services described in this scope will be assigned during the term of this agreement. Further, the Consultant is providing these services on a nonexclusive basis. The Department, at its option, may elect to have any of the services set forth herein performed by other consultants or Department staff.

The Consultant will be primarily tasked with providing support regarding the state's telecommunications and ITS Program. However, the Consultant may also be needed to interface state systems with local systems to bring together the efforts of both the state and locals into a coordinated interoperable program to better benefit the traveling public.

II. Office Location, Staffing and Equipment

The Consultant shall provide a branch office within the Department's Traffic Engineering and Operations Office such that they may interface with the staff of Department's Traffic Engineering and Operations Office (ITS Program). This branch office shall be staffed, at a minimum, with the Project Manager, one Senior Telecom Engineer, four Associate Engineers and one Administrative Assistant. Additional staff may be needed to meet work load requirements. The Project Manager and Senior Telecom Engineer (if applicable) shall be professional engineers that have telecommunication engineering education, training and experience, qualified and authorized in the disciplines identified in Section I pursuant to Chapter 471, Florida Statutes, to practice engineering within the State of Florida.

The Project Manager, in addition to his administrative duties, will devote 65% of his/her time to actual project work. Project work will be that work such as developing conceptual plans, design documents, specifications, etc. that are directly related to completing assign Task Work Orders.

The branch office shall be of sufficient size and equipped so that the Consultant can effectively carry out its responsibilities under this agreement. The Consultant's branch office shall clearly be identified as the Consultant's office.

Any replacement of Consultant branch office staff shall be reviewed and approved by the Department. This would apply to home office staff that have been assigned as Project Managers for critical work efforts.

Should space be available in FDOT facilities, leased or owned by the FDOT, the Consultant may be required to collocate with the FDOT. The Consultant would be allowed to utilize any of the existing furnishings that may be available. However, for planning purposes the Consultant should plan on providing furnishings for all Consultant personnel. Reduced overhead will be negotiated for staff working fulltime in FDOT facilities.

III. Initiation & Length of Services

Services to be provided by the Consultant will be initiated and completed as directed by the Department's Project Manager for each assignment authorized under this contract. Such specific assignments shall be clearly defined by a Task Work Order which shall document the specific work to be performed, the products and services to be provided, the agreed to staffing, the task schedule and the task cost and method of compensation.

The general services agreement with the Consultant will be for a multi-year term as authorized by those agencies providing funding for the consultant contract.

IV. Telecommunications Services

Telecommunications is the application of sensor, computer, electronics, land mobile radio, data and other communication technologies and/or management strategies, in an integrated manner, to improve the safety and efficiency of the surface transportation system. Telecommunications for the terms on this contract includes but is not limited to:

- A. Technical Management Support of the Statewide Microwave System Maintenance Contract.
- 1 Network Management System shall include,
 - a. Monitor daily the statewide Harris Network Management System (HNM) and log alarms by day, date, site and District.
 - b. Review monthly invoices from maintenance contractors and any District comments for accuracy and completeness and submit a review report to the contract manager.
 - 2 Site management of the HNM shall include,
 - a. Maintaining an electronic site-use and system use-plan that includes a channel bank availability list and current list of manufacturer's card type and order numbers for future additions of channels.
 - b. Provide recommendations for additional equipment and/or software or upgraded equipment and/or software over time to insure that the microwave system and site support facilities do not become obsolete.
 - c. Maintain site files for each microwave site that includes any as-built drawings, tower use agreements, tower load drawings, shelter floor plans and site plans. An existing digital photo library shall be continued and maintained that includes both archived photos for reference and current photos. Existing FDOT internet (HTML) sites shall be maintained that includes both current photos in sufficient thumb-nail quantity to provide both a quick view of each site and hyperlink to individual full size photos for more detailed requirements of both the thumb-nail photos and detailed text; short and concise for thumb-mail photos and detailed for the full sized photos.
 - 3 Technical assistance of a "Resource Sharing Agreement" in support of any FDOT fiber networks. The Consultant shall be required and/or authorized to perform the following services:
 - a. Assist as required in the development of a statewide fiber infrastructure.
 - b. Design the build-out and/or installation of a statewide fiber network.
 - c. Monitor the statewide network management system and report any anomalies to the Contract Manager.
 - d. Review monthly invoices from the maintenance contractor and any District comments for accuracy and completeness and submit a report to the Department Contract Manager.
 - 4 Technical Management Support for the Loadstar Wireless Agreement (American Tower) The Consultant shall be required and/or authorized to perform the following services:
 - a. Provide technical reviews and recommendations for all requests for the use of existing FDOT radio towers.
 - b. Provide technical reviews and recommendations for requests from the Districts to comment on use of un-improved FDOT Right-of-way.
 - c. Provide technical support to the FDOT Contract Manager that shall include but not limited to FCC licensing, FAA studies, tower loading and interference analysis.
 - d. Research and determine the value of services provided by the agreement in exchange for access to FDOT right-of-way and existing facilities.
 - e. Assist the Department in developing design plans and specifications for the installation of services acceptable to FDOT and provided by the contract.
 - f. Direct the installation of services provided by the contract.
 - g. Proctor the quarterly lease revenue payments for deposits to the Cashier's Office for FDOT in accordance with the Comptrollers Office.

- 5 Communications Program Development, Operations and Maintenance Support.
The Consultant shall be required and/or authorized to perform the following services:
- a. Research
 - 1). Conduct research of domestically and internationally deployed state-of-the-art Communications systems.
 - 2). Conduct surveys in support of Communications initiatives.
 - 3). Conduct electronic frequency searches of the Federal Communications Commission database in support of FDOT.
 - 4). Attend technical workshops, conferences, symposia on Communications related topics.
 - 5). Accompany FDOT personnel as deemed appropriate on “fact-finding” trips to observe Communications systems and/or interview other state DOT administrators.
 - b. Analysis
 - 1). Prepare benefit/cost studies of existing or proposed Communications initiatives.
 - 2). Prepare cost effectiveness analyses of existing or proposed Communications initiatives.
 - 3). Prepare life-cycle cost analyses of existing or proposed Communications initiatives.
 - 4). Prepare Communications impact studies as related to the districts.
 - 5). Provide value engineering analyses for proposed Communications initiatives.
 - 6). Prepare comparative engineering cost estimates.
 - 7). Provide special engineering services including special studies and economic advisory/analytical services.
 - 8). Provide Communications path analysis and radio propagation calculations based on software designed for Microsoft Windows (provided by the Department) which fully integrates coverage, interference and allocations studies for AM, FM, TV, Point-to-Point, Point-to-Multipoint and all forms of Land Mobile Radio communications services from various sites on an as-needed bases and in presentation form, throughout the term of this contract.
 - c. Project Concept Development
 - 1). Prepare formal concept studies in support of proposed communications initiatives.
 - 2). Prepare “white papers” on contemporary communications issues.
 - 3). Synthesize the research and analysis of others to further develop proposed communications concepts.
 - d. Procurement Documentation Development
 - 1). Develop Request for Proposal (RFP), Invitation to Bid (ITB) and Invitation to Negotiate (ITN) documents as required by the FDOT Contract Manager.
 - 2). Provide the technical capability to produce system designs, technical specifications, conditions, provisions and Scope of Services under this contract.
 - 3). Participate in negotiations sessions associated with ITN's.
 - 4). Participate in pre-proposal meetings, site inspections, and debriefing meetings.

- 5). Prepare responses to official inquiries and questions received pertaining to RFP's, ITB's, and ITN's.
 - 6). Prepare cost estimates associated with RFP's, ITB's, and ITN documents.
 - 7). Assist in the preparation of addendums associated with RFP's, ITB's, and ITN documents.
 - 8). Prepare evaluation criteria and assist with the bid evaluations and proposals.
 - 9). Participate in bid/proposal conflict resolution.
 - 10). Provide technical assistance in contract negotiations and establish contractual statements of work.
- e. System Implementation
- 1). Provide system implementation management services.
 - 2). Provide system implementation engineering and inspection services.
 - 3). Establish implementation test and acceptance criteria.
 - 4). Provide system implementation acceptance and performance test observation and verification.
- f. Systems Integration
- 1). Provide systems integration services for all communications initiatives to ensure intra-district and inter-district communications continuity and maximum performance.
 - 2). Develop and maintain Windows base software for applications programs to integrate various elements of statewide communications initiatives.
- g. Independent Validation and Verification (IV&V)
- 1). The Consultant shall assist FDOT to conduct the IV&V as formal acceptance test for each Telecommunication project;
 - 2). The Consultant shall prepare IV&V test environment, IV&V test plan, IV&V test case procedures and corrective action items in hot wash up meeting.
- h. Communications Operations
- 1). Establish operational procedures of FDOT communications systems.
 - 2). Integrate the operational procedures into a FDOT Telecommunications Plan.
 - 3). Maintain and/or expand the existing computerized database of FDOT communications systems.
- i. Training
- 1). Provide training to various FDOT personnel on department's operational procedures.
 - 2). Provide training to FDOT personnel on communications systems hardware, software, system standards and protocols.
- j. Communications Maintenance
- 1). Maintenance Procedures
 - a). Establish and/or maintain maintenance procedures for FDOT statewide communications systems.
 - b). Assist FDOT Project Manager as required with departments Telecommunications Maintenance Contract.
- k. Staffing
- 1). Provide communications qualified personnel as required to manage contractors in the performance of construction, installation and

maintenance services for FDOT's land mobile radio system, digital microwave radio system, fiber optics communications network and other telecommunications services.

- 2). Provide communications qualified personnel as required to manage the statewide communications system tower sites including but not limited to the Motorist Aid System (MAS) "Call Box" radio network, microwave towers and associated infrastructures and the districts land mobile radio systems.

6 Communications Engineering Services

The consultant shall be required and/or authorized to perform engineering services in the following areas:

- a. Operations
 - 1). Prepare communications engineering reports to be used as justification reports to qualify for work program funding.
 - 2). Conduct detailed communications studies to identify and correct deficiencies in FDOT's communications systems engineering hardware and software.
 - 3). Prepare before and after studies to evaluate the effectiveness of implemented improvement plans.
 - 4). Prepare benefit/cost analyses for proposed improvement plans.
 - 5). Assist FDOT in the technical evaluation of new applications for statewide communications and communications engineering positions.
- b. Plans and Reviews
 - 1). Assist with development of FDOT Communications Plan.
 - 2). Conduct communications systems review for all design projects, providing comments and concept, 30%, 60%, 90%, 100% and bid-ability phases.
 - 3). Attend all meetings as required related to plans review.
- c. Technical Support
 - 1). Provide communications engineering services for FDOT in the form of path and coverage area analyses, system design, FCC license preparation, FAA permit preparation and provide other consultants and districts support as required.
 - 2). Conduct communications engineering investigations for all public complaints received by the department in a timely manner in accordance with FDOT policy.
 - 3). Provide Windows based software support for districts as required.
 - 4). Perform various data collection services.

7 Program Management

- a. Project Management
 - 1). The contractor shall provide communications and ITS qualified personnel to perform project management services including planning, scheduling, directing and controlling project activities from concept development through the completion of installation of a communication project. Persons assigned to FDOT Contract manager, as project manager shall be registered professional engineers in the state of Florida. Persons assigned to oversee registered professional engineers are themselves to be registered professional engineers in the state of Florida in accordance with Section II, Paragraph 1.

- 2). Provide contract administration services to support the microwave maintenance, American Tower and the Florida Fiber Network agreements and/or associated contracts.
 - 3). Monthly Reporting: The Consultant shall provide a monthly progress report that provides information on the services provided to the Department and task assignment work progress.
 - 4). Invoice Time Reporting: In addition to the Monthly written report, the Consultant shall provide the Department with information that outlines the hours worked by each staff member for the invoice period.
 - 5). The Consultant shall create and maintain a Telecommunication General Consultant website to disseminate the project information, project status and project contacts. This website shall be cross-referenced with information on FDOT Traffic Operations ITS Program.
- b. Budget Tracking
- 1). The Consultant will track the utilization of budget and notify the Department's project manager when the budget levels fall to the point where there are only funds left to cover approximately two months of normal invoicing.
- c. Work Program
- 1). Coordinate the various radio communications, microwave communications, fiber communications and ITS and/or Traffic Engineering communications infrastructure projects, statewide, for funding and operational continuity.
- d. Schedules
- 1). Prepare and update critical path method schedules for projects in the communications program.
 - 2). Prepare and update bar chart (Gantt or equivalent) schedules for projects in the communications program.
 - 3). Evaluate and validate communications sub-consultant submitted schedules and their overall compliance with project milestones objectives.
 - 4). Evaluate physical progress of design activities versus scheduled progress and report significant variances.
- e. Action Item Lists
- 1). Develop action item lists for ongoing ITS and/or communications projects
- f. Minutes of Meetings
- 1). Prepare minutes of meetings for all communications meetings.
- g. Communications Filing System
- 1). Maintain a communications document control and filing system which shall govern the distribution and file copies of all program related correspondence, reports, plans, technical data of the consultant.
 - 2). File system shall be subject to FDOT approval.
 - 3). Program and/or project files shall be transferred to the department upon completion of the work or as otherwise directed by FDOT.
- h. Claims Against the Department
- 1). Analyze claims against the department arising out of a communications project or work and provide support as required to effect the settlement of such claims.

- i. Testimony
 - 1). Furnish testimony in administrative hearings or other litigation and prepare trial exhibits as required.

8 Design Services

The consultant shall be required and/or authorized to perform engineering services in the following areas:

a. Design Support

- 1). Review, coordinate and/or manage the design work of other communications consultants.
- 2). Review and comment on the preparation of communications installation documents by communications consultants at normal phase submittals as required by FDOT procedures and for special submittals that may be established and of preliminary and final estimates of installation costs.
- 3). Review design development compliance with approved project design criteria.
- 4). Review and provide written responses on the adequacy of all communications consultants design submittals.
- 5). Advise and consult on questions of engineering with respect to project design intent.
- 6). Revalidate and provide written responses as to the state of design completion (physical progress) as reported by communications consultants in their requests for progress payments.
- 7). Monitor ITS/communications consultants performance of services to determine adequacy of work performed relative to contract intent.
- 8). Advise and consult on questions of engineering with respect to installation of communication systems and equipment.
- 9). Provide quality assurance reviews of the communications consultants' implementation of their quality control plan.
- 10). As required by FDOT, review all documentation submitted by communications consultants and/or contractors to assure timely processing by a Department's CEI consultant.

b. Permitting Support

- 1). Prepare, review and/or provide written comments on Federal, State, and local permit requirements, including FCC licensing, FAA approvals and Florida Department of Management Services.
- 2). Prepare permit packages to include drawings and data that are provided by ITS communications, consultants or subcontractors.
- 3). Provide an inventory of permits, permit requirements, permitting schedule, and permit preparation support.
- 4). Coordinate permit schedules with project schedules.
- 5). Review plans, special provisions, and construction activities for permit compliance.

V. Responsibilities of the Department

The Department will furnish, without cost to the Consultant, the following services and data to the Consultant in connection with services authorized under terms of this agreement:

- A. Provide all criteria and information as to the Department's requirements for consultants' and contractors' services including objectives, constraints, budgetary limitations, and time restraints.
- B. Furnish all Department procedures, standards, forms, and policies applicable to the Services.

- C. Furnish drawings, specifications, schedules, reports and other information prepared by and/or for the Department by others which are available to the Department and which the Department considers pertinent to Consultant's responsibilities, as described herein.
- D. Provide existing structural, roadway, and other plans as available.
- E. Furnish all necessary utility relocation form letters, agreements, relocation schedules and any other document form needed by the Consultant to clear the project utilities.
- F. Advise the Consultant in all utility negotiation matters.
- G. Provide project utility certification to the Department's Central Office.
- H. Advise the Consultant on all engineering requirements and Department updates.

VI.

VII.

Computer Services

The Department will allow the Consultant to utilize the Department's Data Processing Computer Services for programs requested by the Consultant and approved by the Department in accordance with the Consultant agreement and in accordance with the latest computer access procedure from the Department's Office of Information Services. Computations based on computer programs other than the Department's must conform to the Department's general format (See latest Plans Preparation Manual and amendments thereof).

VIII.

Specifications for Work

- A. Plans & Specifications
The Consultant shall ensure that all documents, studies, and construction plans, as applicable are prepared in accordance with the latest editions of the standards utilized by the Department which include, but are not limited to, publications such as:

- AASHTO, "A Policy on Geometric Design of Highways and Streets"
- FDOT Location Survey Manual
- FDOT Right-of-way Mapping Handbook
- Geometric Geodetic Accuracy Standards
- FDOT Soils and Foundations Manual
- FDOT Flexible Pavement Design Manual for New Construction and Pavement Rehabilitation
- FHWA Manual on Uniform Traffic Control Devices
- FDOT Standard Specification for Road and Bridge Construction
- FDOT Roadway Plans Preparation Manual
- South Florida Building Codes - Broward and Dade County Editions
- Standard Building Codes
- FDOT Basis of Estimates Manual
- Federal Highway Program Manual
- FDOT Drainage Manual
- FDOT Structures Design Guidelines Manual
- FDOT Structures Detailing Manual
- AASHTO Roadside Design Guide
- FDOT Roadway and Traffic Design Standards
- FDOT Utility Accommodation Manual
- FDOT CADD Manual

Construction Plans shall be accurate, legible, and complete in design to the extent necessary to support the type of procurement method selected by the Department. The construction plans shall be drawn to the appropriate scale, furnished in reproducible form on material acceptable to the Department. This also applies to other documents, studies and reports.

B. Survey Services

The Consultant shall ensure that all survey work, as applicable, is performed in accordance with the Department's Highway Field Survey Specifications, Department (Policy No. 550-030-001), Automated Survey Data Gathering (Policy No. 550-030-030), and Department Location Survey Manual (Policy No. 550-030-100). Work must comply with the minimum technical standards for Land Surveyors Rule 61G17-6, Florida Statutes 472.027, Department of Environmental Protection Rule, Florida Administrative Code Chapter 18-1, Florida Statutes 177 - Parts Two and Three, Department of Environmental protection state jurisdiction boundary surveys (where applicable) and any special instructions from the Department.

C. Professional Services Contract Documents

The Consultant shall ensure that all contract documents and support forms have been prepared on IBM or IBM-compatible hardware using Microsoft Word most current release software or a compatible convertible format and stored on CDs or disks.

IX. Conflict of Interest

The Consultant and its sub-consultants shall not enter into any other contract with the Department during the term of this agreement which would create or involve a conflict of interest with the services provided herein. Questions regarding potential conflicts of interest shall be addressed to the Secretary of the Department of Transportation for resolution.

X. Consultant Not Employee or Agent

The Consultant and its employees, agents, representatives, or subconsultants/ subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Consultant and its employees, agents, representatives, or subconsultants/subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of Consultant.

XI. Ownership of Works and Inventions

The Department shall have full ownership of any works of authorship, inventions, improvements, ideas, data, processes, computer software programs, and discoveries (hereafter called intellectual property) conceived, created, or furnished under this Agreement, with no rights of ownership in Consultant or any subconsultants/subcontractors. Consultant and subconsultants/subcontractors shall fully and promptly disclose to the Department all intellectual property conceived, created, or furnished under this Agreement. Consultant or subconsultants/subcontractor hereby assigns to the Department the sole and exclusive right, title, and interest in and to all intellectual property conceived, created, or furnished under this Agreement, without further consideration. This Agreement shall operate as an irrevocable assignment by Consultant and subconsultants/subcontractors to the Department of the copyright in any intellectual property created, published, or furnished to the Department under this Agreement, including all rights thereunder in perpetuity. Consultant and subconsultants/subcontractors shall not patent any intellectual property conceived, created, or furnished under this Agreement. Consultant and subconsultants/subcontractors agree to execute and deliver all necessary documents requested by the Department to effect the assignment of intellectual property to the Department or the registration or confirmation of the Department's rights in or to intellectual property under the terms of this Agreement. Consultant agrees to include this provision in all its subcontracts under this Agreement.

EXHIBIT "B"
METHOD OF COMPENSATION

1.0 PURPOSE

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

2.0 COMPENSATION

For satisfactory completion of services authorized under this Agreement, the Department will pay the Consultant a Total Maximum Limiting Amount not to exceed \$10,000,000.00. This is a task assignment type agreement. The Department will furnish the Consultant a task work order specifying the services to be performed and the fees to be paid for each project assigned under this agreement. The Department will confirm funds availability prior to issuing a task work order to the Consultant.

The Department shall request Consultant services on an as-needed basis. There is no guarantee that any or all of the services described in Exhibit "A" of this Agreement will be assigned during the term of this Agreement. Further, the Consultant is providing these services on a non-exclusive basis. The Department may, at its option, elect to have any of the services set forth herein performed by other consultants or Department staff.

The total amount of this agreement is expected to be funded by multiple appropriations. The State of Florida's performance and obligation to pay under this contract is contingent upon appropriation by the Legislature. Currently \$ 0.00 of the total amount has been approved. Therefore, it is agreed that the Consultant will not be obligated to perform services nor incur costs which would result in exceeding the funding currently approved, nor will the Department be obligated to reimburse the Consultant for costs or make fee payments in excess of currently established funding. The Department will provide written authorization if and when subsequent appropriations are approved and encumbered for this contract.

2.1 Summary of Compensation

Fees for each task work order will be negotiated either as a lump sum amount (fixed price), a limiting amount (cost reimbursement), or as a combination lump sum and limiting amount. Where lump sum amounts are established, fees will be negotiated in accordance with Section 2.2. Where limiting amount fees are established, compensation will be in accordance with Section 2.2. Compensation for direct expense costs may be included in task work order fees, in accordance with Section 2.2.

This Agreement does not involve the purchase of Tangible Personal Property, as defined in Section 273.02 Florida Statutes.

2.2 Details of Compensation

Lump Sum Elements

For task work order compensation elements established as lump sum, the Department may compensate the Consultant in accordance with one or more of the following methods of payment:

LS1- At Completion of Task

(LS-1) The Consultant will receive payment upon completion and acceptance by the Department of the subject task required under this agreement.

LS-2- % of Completion of Services

(LS-2) The Consultant will receive progress payments for services based on the percentage of services that have been completed and accepted by the Department during the billing period.

Limiting Amount/Cost Reimbursable Elements

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

Direct Salaries and Wages- (LA-3)

Subject to the established limiting amount, the Consultant will receive progress payments for direct salaries and wages for time/work effort expended by personnel in the performance of authorized work during the billing period, at the contract rates established in Table 5 of Section 5.0

Overhead and Fringe Benefit Rates-

Administrative overhead and fringe benefit costs will be applied to approved salary and wage costs (exclusive of premium overtime) at the combined overhead rates provided in Table 5 of Section 5.0.

Facilities Capital Cost of Money-

The Consultant will receive compensation for allowable Facilities Capital Cost of Money (FCCM) in association with salaries. FCCM will be calculated as a percentage of chargeable direct salary and wages exclusive of premium overtime, at the rates provided in Table 5 of Section 5.0.

Operating Margin-

Operating margin will be applied to approved direct salary costs (exclusive of premium overtime) at the rates provided in Table 5 of Section 5.0.

Direct Expense Rate-

The Consultant will be compensated for direct expenses in association with salaries. Direct Expenses will be calculated as a percentage of chargeable direct salaries and wages exclusive of premium overtime, at the rates provided in Table 5 of Section 5.0.

Loaded Labor Rates- (LA-4)

Subject to the established limiting amount, the Consultant will be compensated for these services based on the rates provided in Table 6 of Section 5.0. No multipliers will be applied to these rates. Payment for such services will be based on approved time incurred during the billing period.

Miscellaneous Direct Expenses- LA-5

Subject to the established limiting amount, only Consultants without a Direct Expense Rate identified in Table 5A of Section 5.0 are eligible to receive compensation for itemized miscellaneous direct expenses when authorized and when properly supported by invoices or other acceptable evidence of payment. For travel expenses, state travel vouchers may be submitted. Other consultants identified in Table 5A without a Direct Expense Rate are not eligible to receive compensation for itemized miscellaneous direct expenses.

3.0 INVOICING PROCEDURE

The Consultant will be eligible for progress payments under this agreement at monthly intervals or when individual tasks or mileposts defined in this agreement are completed or reached.

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

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

The Consultant will report sub-consultant payments through the Department's Equal Opportunity Reporting System on the Internet. Failure to submit sub-consultant payment information may be cause for rejection of the invoice. Within thirty days after receipt of final payment, the Consultant will report final sub-consultant payments through the Equal

Opportunity Reporting System. The Consultant will pay all sub-consultants their proportionate share of payments received from the Department within thirty days of the Consultant's receipt of payment from the Department.

The Department will render a decision on the acceptability of services within 10 working days of receipt of either the services, invoice, or progress report, whichever is later. The Department reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the Department. Any payment withheld will be released and paid to the Consultant promptly when work is subsequently performed.

4.0 PROJECT CLOSEOUT

4.1 Final Audit

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

4.2 Certificate of Completion

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

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

5.0 COMPENSATION RATES

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

METHOD OF COMPENSATION TABLES

Table 5 - Unloaded Salary Rates

Table 6 – Loaded Billing Rates

TABLE 5A SALARY MULTIPLIERS				
Multiplier for Rates				
Consultant	Overhead	FCCM	Direct Expense	Operating Margin
Telvent USA Corporation	176.90%	0.089%	10.21%	25.00%
Telvent USA Corporation (Field)	124.37%	0.089%	23.39%	25.00%
RCC Consultants, Inc.	175.83%	0.119%	18.34%	25.00%
RCC Consultants, Inc. (Field)	125.61%	0.119%	5.48%	22.00%
E-Squared Engineering	267.95%	0.205%	12.10%	20.00%

The above rates for overhead, FCCM, Operating Margin, and Direct Expense are fixed and not subject to audit adjustment during the term of this agreement.

TABLE 5B UNLOADED HOURLY RATES		
Consultant	Position	Hourly Rate
Telvent USA Corporation	Engineer	\$ 37.50
	Project Engineer A	\$ 47.57
	Project Engineer B	\$ 45.42
	Secretary/Clerical	\$ 24.72
	Senior Engineer A	\$ 57.53
	Senior Engineer B	\$ 59.14
	Senior Engineer C	\$ 68.89
	Senior Specialist A	\$ 69.71
	Senior Specialist B	\$ 80.20
	Specialist	\$ 35.53
Telvent USA Corporation (Field)	Engineer	\$ 27.14
	Project Engineer	\$ 45.77
	Project Manager	\$ 66.54
	Secretary/Clerical	\$ 18.84
	Senior Engineer A	\$ 52.81
	Senior Engineer B	\$ 59.60
RCC Consultants, Inc.	Engineer A	\$ 26.44
	Engineer	\$ 39.18
	Project Manager A	\$ 48.94
	Project Manager B	\$ 60.79
RCC Consultants, Inc. (Field)	Project Manager	\$ 56.77
	Senior Engineer	\$ 41.87
	Technician Aid	\$ 12.00
E-Squared Engineering	Senior Specialist	\$ 48.08
	Specialist A	\$ 26.00
	Specialist B	\$ 23.00

**TABLE 6
LOADED RATES**

No Multipliers will be added to the following rates.

Consultant	Job Class/Name	Hourly Rate
Byers Engineering Company	DS DEV Manager	\$ 70.61
	Engineer	\$ 129.28
	GIS Technician	\$ 45.63
	Project Manager	\$ 175.99
	Senior Engineer	\$ 158.61
	Specialist	\$ 38.02
	Tech Support Analyst	\$ 105.38
	Tech Support Lead	\$ 117.33
	Tech Writer	\$ 105.38
Fox Ridge Communications, Inc.	Sr. Technical Specialist	\$ 250.00
Pate Engineering, Inc.	CADD Operator	\$ 70.61
	Senior Engineer	\$ 162.96
The Semaphore Group	Sr. Technical Specialist	\$ 125.00
Wireless Spectrum Resources, Inc.	Senior Engineer	\$ 162.96
Clifton Tower Service, Inc	Tower Inspection	\$ 800.00
Multiband Engineering and Wireless, Southeast, Inc.	Climber Support	\$ 75.00