

**State of Florida
Department of Transportation**



EXHIBIT "A" SCOPE OF SERVICES

**TO PROVIDE COMMUNICATIONS CONSULTING SERVICES
FOR THE GOLDEN GLADES INTERCHANGE DESIGN
PROJECTS FOR THE FLORIDA DEPARTMENT OF
TRANSPORTATION**

RFP-DOT-17/18-6161RC

PURPOSE

The Florida Department of Transportation, hereafter referred to as the Department, requires sealed written Proposals from qualified Proposers to provide Communications and Consulting Services for The Golden Glades Interchange Design Projects for the Florida Department of Transportation.

This Scope of Services describes and defines activities which may be required by the Florida Department of Transportation for a range of services to include, but not limited to: communication planning and implementation, public relations and community involvement, customer service, general translation and interpreting services, project website maintenance, preparation of media communications and collateral materials media interviews, special event planning, crisis communications, preparation of audio/visual presentations, preparation of speeches and talking points, customer surveys, database development and management, social media management and coordination, educational campaign development and implementation, project planning and coordination, elected officials briefings, and other related services.

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 Agreement 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 these services set forth herein performed by other consultants or Department staff.

This is an indefinite quantity contract where the Contractor agrees to furnish services during a prescribed period of time. The specific period of time completes such a contract, unless services are terminated.

This Contract shall begin on the date the Notice to Proceed is given and shall continue for a period of three (3) years. This Agreement may be renewed. If a renewal is desired, it must be executed by the Department and the Contractor prior to the expiration of this Agreement.

DEFINITIONS

Contract/Agreement

All documents, exhibits and attachments specifying services to be performed/provided by the CONSULTANT, billing rates for these services and how the CONSULTANT shall be compensated for these services, executed by both the CONSULTANT and the DEPARTMENT.

Consultant

The CONSULTANT retained by the Department to perform the Contractual Services described in this CONTRACT/AGREEMENT.

Department

The Florida Department of Transportation (FDOT)

Project Manager

The Department's staff member(s), manager(s) or consultant(s) with overall responsibility and authority to oversee the contractual services being performed/provided by the CONSULTANT for the Florida Department of Transportation (FDOT) as described in this CONTRACT/AGREEMENT.

Notice to Proceed

A letter issued by the Project Manager authorizing the start of the CONTRACT/AGREEMENT. There shall be one (1) Notice to Proceed issued for the initial CONTRACT/AGREEMENT. For any additional work that shall be added to this CONTRACT/AGREEMENT by Amendment an additional Notice to proceed shall be issued.

Letter of Authorization (LOA)

A letter issued by the Project Manager (or his/her designee) that funds have been approved and encumbered on the contract.

Task Work Order

A letter or work order issued by the DEPARTMENT and/or the Department's Project Manager (or his/her designee) authorizing the CONSULTANT to commence work on a specific task in accordance with the contractual services being performed/provided by the CONSULTANT as described in this CONTRACT/AGREEMENT. Completion due dates and fees are specified in the Task Work Order.

Department Observed Holidays

The below listed holidays are observed by the DEPARTMENT. If any of these holidays fall on a Saturday, the preceding Friday is observed. If any fall on a Sunday, the following Monday is observed. Holidays include:

New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the following day, Christmas Day

Department Business Hours

Typically 8:00 A.M. through 5:00 P.M., Monday through Friday in which the DEPARTMENT conducts routine business. There may be occasions when work-related meetings and events occur after routine business hours, at which time offsetting work hours may be required.

Department Procedures

Standard day-to-day process which relates to the type of services being requested in this CONTRACT/AGREEMENT.

PREREQUISITE QUALIFICATIONS

The DEPARTMENT requires that the CONSULTANT meet certain prerequisite qualifications. The CONSULTANT must:

Be a public communications firm with an office located in Miami-Dade or Broward County.

The CONSULTANT PROJECT MANAGER must demonstrate a minimum of three (3) years of experience managing similar contracts and outreach efforts of other staff members handling multiple projects at one time.

The CONSULTANT PROJECT MANAGER must demonstrate experience in contract management including developing and managing communications strategies, developing and managing budgets and overseeing all contract staff and tasks.

The CONSULTANT COMMUNITY OUTREACH SPECIALIST must have a minimum of three (3) years of experience working on multiple design projects simultaneously, serving in a lead role. Ability to speak and write Spanish is a plus.

The CONSULTANT COMMUNITY OUTREACH SPECIALIST must be available to work full-time, in-house in the District Public Information Office.

The CONSULTANT'S Subcontractor(s)/Subconsultant(s) must possess the necessary licenses required by law to perform the work.

POSITION CLASSIFICATIONS AND DESCRIPTIONS

Project Manager: Primary point of contact with the Department's Project Manager (or his/her designee) on overall activities of the contract; ensures contract compliance; manages budget; executes special projects and performs QA/QC on all collateral materials; responsible for entire staff assigned to this CONTRACT/AGREEMENT to include staff supervision and work production; works with Department's Project Manager on streamlining processes and developing cost effective methods of doing business; coordinates website development and maintenance and executes other duties relevant to the position. (See Table-1)

Community Outreach Specialist: Acts as the primary source for project-related information; develops, implements and updates Community Awareness Plans; prepares collateral materials and disseminates materials

to the public using plain language; coordinates resolution of issues and ensures timely follow-up; maintains detailed records of communications with stakeholders; works closely with the project team and the Department's Public Information Office to respond to media inquiries in writing or by interview; writes press releases and news stories; coordinates website maintenance and updates; coordinates and facilitates project presentations, public meetings and special events; facilitates transition from design to construction; coordinates as needed/appropriate with related projects in the surrounding area; provides bi-weekly updates to the FDOT Project Manager and performs other duties relevant to the position. (See Table-1)

Assistant Community Outreach Specialist: Assists with dissemination of project-specific information including door-to-door distributions and mailings; supports public meetings and special events; assists with the development and maintenance of databases; performs website audits and updates; supports the activities of the Community Outreach Specialist as needed and approved; executes other duties relevant to the position. (See Table-1)

Graphic Designer: Designs collateral materials; creates templates and newsletter layouts and project information fliers; develops project logo and branding materials; develops audio/visual presentations, charts, graphs, maps as needed; and performs other duties relevant to the position. (See Table-1)

Table-1

POSITION CLASSIFICATION	ALLOWABLE HOURLY WAGE RATE RANGE
PROJECT MANAGER	\$90.00 - \$95.00
COMMUNITY OUTREACH SPECIALIST	\$75.00 - \$80.00
ASSISTANT COMMUNITY OUTREACH SPECIALIST	\$40.00 - \$45.00
GRAPHIC DESIGNER	\$45.00 - \$50.00

The rates listed in the above table are the allowable rates the DEPARTMENT has established for each type of Position Classification described in this Exhibit "A", Scope of Services for this CONTRACT/AGREEMENT. The Proposer is encouraged to submit their best pricing which must be within the range for each position classification. The Proposer shall complete the Exhibit "C" Price Proposal in accordance with the DEPARTMENT'S allowable rates and submit as part of the price proposal package. Price Proposals submitted with rates that are below or above the DEPARTMENT'S allowable hourly wage rates will be deemed NON-RESPONSIVE and the proposal will be subject to rejection.

A CONSULTANT'S Proposal shall be in the form of proposed hourly wage rates for each job classification required as described in the **Exhibit "C", Price Proposal**. The CONTRACT/AGREEMENT billing rates shall include the costs of salaries, overhead, travel and phone expenses, quality control, general and administrative costs, incidental expenses, fringe benefits, operating margin and subcontractor(s)/subconsultant(s).

STAFFING

The CONSULTANT shall be responsible for providing competent and committed personnel who are qualified, reliable and properly trained at appropriate levels of skill and utilization to perform the routine and any additional contractual services being performed/provided by the CONSULTANT as described in this CONTRACT/AGREEMENT and accept the responsibilities and duties of this CONTRACT/AGREEMENT for the period stated, beginning on the date noted in the Notice to Proceed, and shall conform to and abide by the specifications stated herein.

The CONSULTANT will be responsible for supplying as many personnel as needed to meet the requirements of this CONTRACT/AGREEMENT.

The CONSULTANT shall provide the DEPARTMENT with a Project Manager for the life of the contract, and cannot use a sub-consultant for this position.

Personnel identified in this contract may not be substituted during term of the CONTRACT/AGREEMENT unless staff member is no longer employed with the CONSULTANT'S firm or at the approval or request of the DEPARTMENT. Proposed personnel shall be available to meet with the DEPARTMENT'S PROJECT MANAGER (or his/her designee) at a mutually convenient time for both parties during regular business hours to discuss work requirements prior to the CONSULTANT's new staff member assuming the responsibilities of this CONTRACT/AGREEMENT. This time spent shall not be billable to the DEPARTMENT. Any changes to personnel shall be in writing and approved by the DEPARTMENT in writing before performing any billable services.

It may be necessary for the CONSULTANT to subconsult/subcontract portions of the work. All Subcontractor(s)/Subconsultant(s), whether it is an individual or a firm must be approved and qualified by the DEPARTMENT prior to the initiation of any work.

The CONSULTANT shall be fully responsible for the satisfactory completion of all subconsulted/subcontracted work.

The CONSULTANT shall provide the DEPARTMENT and/or the DEPARTMENT'S PROJECT MANAGER (or his/her designee) with copies of the names for all Subconsultant(s)/Subcontractor(s) or employees who shall be performing the work as required.

CONSULTANT RESPONSIBILITIES

Location of the CONSULTANT

The proposed Project Manager must be stationed locally to work directly with the DEPARTMENT during the term of the CONTRACT/AGREEMENT. The CONSULTANT must have an operational office in Miami-Dade or Broward Counties, Florida.

The proposed Community Outreach Specialist must be stationed locally and be available to serve full-time, in-house in the FDOT District Six Public Information Office.

Furnishing of Services

The CONSULTANT shall furnish all materials, equipment machinery, tools, apparatus, means of transportation, travel expenses including mileage, parking expenses and tolls, labor, services and supplies required to perform the services as outlined in this Scope of Services. Smart phone with access to email is required and provided by the CONSULTANT. Texting is prohibited.

Coordination with the Department

All aspects of each task shall be coordinated through the Department's Project Manager (or his/her designee). All authorizations and approvals shall be in writing and executed by the Project Manager (or his/her designee) prior to the commencement of work.

The Department's Project Manager is Tish Burgher. The Department Project Manager is located at:

Florida Department of Transportation
1000 N.W. 111 Avenue
Miami, FL 33172

Services to be Provided

The CONSULTANT by acceptance of this CONTRACT/AGREEMENT hereby guarantees that they shall comply with all scheduled times and requirements as specified in this CONTRACT/AGREEMENT and any subsequent additions.

The CONSULTANT shall be responsible for the contractual services being performed/provided by the CONSULTANT as described in this CONTRACT/AGREEMENT. These responsibilities shall be carried out through planning, assignment, coordination, inspections, quality control, field operations, reporting and other forms of administrative management required to optimize services and support in compliance with terms specified in this CONTRACT/AGREEMENT.

The CONSULTANT must use the most up-to-date version of the DEPARTMENT's procedures and processes to
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provide services including but not limited to:

Communication planning and implementation, public relations and community involvement, customer service, general translation and interpreting services, project website maintenance, preparation of media communications and collateral materials, media interviews, special event planning, crisis communications, preparation of audio/visual presentations, preparation of speeches and talking points, conduct customer surveys, database development and management, social media management and coordination, educational campaign development and implementation, project planning and coordination, elected officials briefings, and other services that may be related.

No work shall be undertaken by the CONSULTANT unless it has been authorized in writing by the DEPARTMENT. The DEPARTMENT shall issue a formal Notice to Proceed authorizing the CONSULTANT to begin work on a specific date.

The CONSULTANT must carry out assignments/tasks with ethics, with an understanding of the cultural, racial and economic diversity of the community, through their understanding of and connections with media outlets and governmental officials, and using their experience in planning meetings/events.

The CONSULTANT shall furnish to the Department the services required at the proposed hourly wage rates that are depicted in the **Exhibit "C", Price Proposal** attached hereto and made a part hereof.

The CONSULTANT agrees to bill the DEPARTMENT monthly for the services provided at the proposed hourly wage rates established in the Exhibit "C", Price Proposal. The proposed hourly wage rates shall include overhead, profits, travel, mileage, tolls and parking expenses, administrative expenses, materials, equipment, insurance, bonding and all other incidentals and all direct and indirect costs required to complete the contractual services under this CONTRACT/AGREEMENT.

If the procedural regulations referenced herein are revised or superseded before the services by the CONSULTANT are rendered, compliance with the most up-to-date version and/or amendments/statutes will be required.

The CONSULTANT shall maintain complete and accurate project records in an electronic format of all activities and any other events relating to the CONTRACT/AGREEMENT and provide hard copies to the DEPARTMENT upon request. Complete electronic records must be provided to the DEPARTMENT at the end of each project assigned to this contract.

CONSULTANT'S WORK SUPERVISION AND SUPERVISOR REQUIREMENTS

All contractual services being performed/provided by the CONSULTANT as described in this CONTRACT/AGREEMENT must be performed by or under the direction of a person qualified or licensed as specified in this CONTRACT/AGREEMENT and any other local, state and federal laws, regulations and guidelines that apply to the type of services being performed.

The CONSULTANT shall adhere to all other applicable local, state and federal laws, regulations, and guidelines pertaining to the type of services being provided by the CONSULTANT as described in this CONTRACT/AGREEMENT.

The CONSULTANT'S work shall be performed and/or directed by the key personnel identified by the CONSULTANT in their Proposal submitted to the DEPARTMENT.

If requested by the DEPARTMENT, the CONSULTANT'S prospective Supervisor/Project Manager shall be available to meet with the Department's Project Manager (or his/her designee) at a mutually convenient time for both parties during regular business hours to discuss work requirements prior to the CONSULTANT assuming the responsibilities of this CONTRACT/AGREEMENT. This time spent shall not be billable to the DEPARTMENT.

The CONSULTANT will continuously monitor personnel performance as part of its own management activity.

The CONSULTANT PROJECT MANAGER shall supply a status report consisting of all activities to the DEPARTMENT monthly during the entire CONTRACT/AGREEMENT commencing with the Contract Notice-to-Proceed. The report shall include a detailed description of the services performed including all special requirements. The report shall also include plans of action to correct present and anticipated problems, and the status of services to be provided.

The CONSULTANT COMMUNITY OUTREACH SPECIALIST shall supply a report consisting of the status of all project activities and pending issues to the DEPARTMENT bi-weekly to include on-going and upcoming activities.

The CONSULTANT must report any communication with elected officials and/or the media immediately to DEPARTMENT'S PROJECT MANAGER and the PUBLIC INFORMATION OFFICE.

Throughout the term of the CONTRACT/AGREEMENT, the DEPARTMENT may conduct reviews of the work performed by the CONSULTANT. The CONSULTANT shall cooperate and assist the DEPARTMENT throughout these review processes.

IDENTIFICATION

The CONSULTANT'S personnel/subcontractor(s)/subconsultant(s) must sign in at the required DEPARTMENT location and obtain DEPARTMENT identification in order to be admitted to the DEPARTMENT location.

No personnel will be allowed to enter any DEPARTMENT location without identification.

CONSULTANT'S WARRANTY

The CONSULTANT warrants to the DEPARTMENT that all services furnished under this CONTRACT/AGREEMENT shall be performed in a competent, good workmanlike manner and in accordance with good trade practices and local, state and federal codes. The CONSULTANT shall provide quality product and CONSULTANT errors shall be corrected immediately and time spent for these corrections shall not be billable to the DEPARTMENT.

The CONSULTANT agrees that satisfactory completion of each job assignment will be performed and approved by the DEPARTMENT and or the Department's Project Manager (or his/her designee) before the DEPARTMENT and or the Department's Project Manager (or his/her designee) approve and process the CONSULTANT'S invoices for payment.

NON-COMPLIANCE

Failure to resolve discrepancies within a reasonable timeframe may result in CONSULTANT placement in non-compliance status as described in the Non-Compliance sections of this CONTRACT/AGREEMENT and the Florida Department of Transportation Contractual Services Standard Agreement.

Failure by the CONSULTANT to comply with the Rules and Regulations stated in this Scope of Service and those that may later be added in shall result in the immediate suspension of work, CONSULTANT placement in non-compliance status and/or contract termination.

Failure by the CONSULTANT to comply with safety requirements in accordance with Occupational Safety and Hazard Act [Administration] (OSHA), those identified by the DEPARTMENT and/or the Department's Project Manager (or his/her designee), those stated in this CONTRACT/AGREEMENT and those that may added later, shall result in the immediate suspension of work, CONSULTANT placement in non-compliance status and/or CONTRACT/AGREEMENT termination.

The parties recognize that timely performance by the CONSULTANT is of the essence. Should the CONSULTANT fail to perform the work specified in this CONTRACT/AGREEMENT and cause the

DEPARTMENT to intervene to complete the work as specified, all costs incurred by the DEPARTMENT shall be charged to the CONSULTANT and shall result in the immediate suspension of work, CONSULTANT placement in non-compliance status and/or CONTRACT/AGREEMENT termination.

If the DEPARTMENT and/or the Department's Project Manager (or his/her designee) determines that the performance of the CONSULTANT is not satisfactory, the DEPARTMENT may terminate this CONTRACT/AGREEMENT as described in Section 6 of the State of Florida Department of Transportation Contractual Services Standard Agreement. Any necessary default action will be processed in accordance with the Department of Management Services Rule 60A-1.006(3).

In the event of intervention or default, all payment to the CONSULTANT shall stop during the time involved and the DEPARTMENT shall hold all payment due to the CONSULTANT until cost to the DEPARTMENT is satisfied. The DEPARTMENT reserves the right to deduct such costs from any payment due to the CONSULTANT.

If the CONSULTANT fails to comply with the provisions of the section entitled CONSULTANT RESPONSIBILITIES in this CONTRACT/AGREEMENT and it is not immediately corrected, the DEPARTMENT shall construe that the CONSULTANT is in non-compliance and shall result in the immediate suspension of work, CONSULTANT placement in non-compliance status and/or CONTRACT/AGREEMENT termination.

If at any time during the course of this CONTRACT/AGREEMENT the DEPARTMENT and/or the Department's Project Manager (or his/her designee) brings to the attention of the CONSULTANT a violation of any of the sections in this CONTRACT/AGREEMENT and the violation is not corrected within twenty four (24) hours the DEPARTMENT shall construe that the CONSULTANT is in non-compliance and shall result in the immediate suspension of work, CONSULTANT placement in non-compliance status and/or CONTRACT/AGREEMENT termination.

LICENSE AND INSURANCE QUALIFICATIONS

The CONSULTANT must hold and provide the DEPARTMENT with the licenses necessary to perform the work being required by the CONSULTANT as described in this CONTRACT/AGREEMENT in the counties specified.

The CONSULTANT must provide the DEPARTMENT with the necessary specialty licenses that skilled employees and/or Subconsultant(s)/Subcontractor(s) possess to perform the work being required by the CONSULTANT and/or Subconsultant(s)/Subcontractor(s) as described in this CONTRACT/AGREEMENT, and any other services that may be required.

All records, insurance and licenses must be current and will be kept on file for the duration of this CONTRACT/AGREEMENT, and will be provided within twenty-four (24) hours upon request by the DEPARTMENT and/or the Department's Project Manager (or his/her designee).

COMMUNICATIONS

Pre-Work Conference

The DEPARTMENT shall conduct a pre-work conference prior to the start of the work to discuss and review the proposed work and the CONSULTANT'S plan of action for transitioning their personnel. The CONSULTANT shall be required to submit the following items to the DEPARTMENT at the pre-work conference:

- The name of the CONSULTANT'S PROJECT MANAGER assigned to this CONTRACT/AGREEMENT, along with their work and cellular telephone numbers.
- Work and cellular telephone numbers for all personnel responsible for answering and responding to the needs of the DEPARTMENT in accordance with the contractual services being performed/provided by the CONSULTANT as described in this CONTRACT/AGREEMENT.

Progress Meetings

The CONSULTANT and their Project Manager shall be required to meet with the Department's Project Manager

(or his/her designee) for a formal progress meeting as determined by the Department's Project Manager (or his/her designee). Meetings will be scheduled on dates agreed upon by the CONSULTANT and the Department's Project Manager (or his/her designee). Dates shall be determined at the Pre-Work Conference. The DEPARTMENT reserves the right to call for additional meetings at any time during the term of this CONTRACT/AGREEMENT.

Response Time

The CONSULTANT's PROJECT MANAGER shall respond by telephone within one (1) hour after receiving a call from the DEPARTMENT and/or the Department's Project Manager (or his/her designee), and if required shall be present at the location in question within two (2) hours after being contacted by the DEPARTMENT and/or the Department's Project Manager (or his/her designee).

The CONSULTANT shall respond to emergencies and provide immediate service.

Reviews

Throughout the term of the CONTRACT/AGREEMENT, the DEPARTMENT may conduct reviews of the work performed by the CONSULTANT to verify that the project control and management procedures are assuring project performance with reasonable conformity with DEPARTMENT policies, specifications and control provisions. The CONSULTANT will assist the DEPARTMENT in these reviews.

When deficiencies are indicated in a review, the CONSULTANT will immediately implement remedial action to eliminate the deficiencies. Remedial actions may include further training of the CONSULTANT'S personnel, subdivision of staff responsibilities, and addition of staff or replacement of personnel whose performance is considered inadequate.

Additional Work

The DEPARTMENT may authorize any unforeseen work which is essential to the satisfactory completion of the original scope of work. No unforeseen work shall be performed by the CONSULTANT without prior authorization.

The CONSULTANT shall work closely with the DEPARTMENT'S PROJECT MANAGER (or his/her designee) in developing services for any additional work. The original contract may be amended to include any additional services required within the intent of the original contract.

Before making any additions or deletions to the work described in this agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a supplemental agreement covering such work and compensation. Reference herein to this CONTRACT/AGREEMENT shall be considered to include any Supplemental Agreement.

Any excess exceeding the total contract amount shall require a Supplemental Agreement supplied by the Department and signed by both parties prior to the work being performed. Supplemental Agreements may extend the contract price beyond the original contract limit if approved by the DEPARTMENT. Execution of this Supplemental Agreement does not guarantee that the work will be authorized.

Suspension of Work

The DEPARTMENT and/or DEPARTMENT'S PROJECT MANAGER (or his/her designee) may suspend the contractual services being performed/provided by the CONSULTANT as described in this CONTRACT/AGREEMENT, wholly or in part, for such period or periods as may be deemed necessary due to natural causes, or for any other reason deemed necessary by the DEPARTMENT and/or the DEPARTMENT'S PROJECT MANAGER (or his/her designee).

Work shall also be suspended at the discretion of the DEPARTMENT and/or the DEPARTMENT'S PROJECT MANAGER (or his/her designee) at such time that the CONSULTANT fails to comply with any or all provisions in this CONTRACT/AGREEMENT.

The CONSULTANT shall not be entitled to extra compensation or adjustments to the CONTRACT/AGREEMENT unit prices because of suspension or deletion of work caused by the condition described in this section.

Suspension of Work shall be ordered by the DEPARTMENT and/or the DEPARTMENT'S PROJECT MANAGER (or his/her designee) in writing, giving the reason for the suspension. The invoice payments shall be adjusted accordingly.

DEPARTMENT RESPONSIBILITIES

Contract Responsibilities

The DEPARTMENT shall provide a PROJECT MANAGER who shall administer the terms of the CONTRACT/AGREEMENT. The DEPARTMENT's designated PROJECT MANAGER is Tish Burgher.

In Ms. Burgher's temporary absence from the office, the DEPARTMENT shall authorize another individual to perform the Project Manager duties.

The DEPARTMENT may replace Ms. Burgher as the PROJECT MANAGER during the term of this CONTRACT/AGREEMENT.

THE PROJECT MANAGER (or his/her designee) shall administer this contract during the terms of this CONTRACT/AGREEMENT.

The DEPARTMENT will be responsible for enforcing the terms of the CONTRACT/AGREEMENT.

The DEPARTMENT will maintain close contact with the CONSULTANT to ensure that major expenses are not incurred for materials, goods and services that can be provided by the DEPARTMENT.

The DEPARTMENT'S PROJECT MANAGER will supply the necessary form letters, agreements, plans and any other documents that would be needed.

The DEPARTMENT shall issue a "Task Work Order" for services under this CONTRACT/AGREEMENT.

The DEPARTMENT shall provide the CONSULTANT with written correspondence at random intervals indicating progress and/or deficiencies in performance.

Inspections

For any services as specified in this CONTRACT/AGREEMENT the DEPARTMENT and/or the Department's PROJECT MANAGER (or his/her designee) shall inspect and approve the work performed by the CONSULTANT.

The DEPARTMENT and/or the DEPARTMENT'S PROJECT MANAGER (or his/her designee) shall have the right to visit the site/area/location where the services are being performed/provided by the CONSULTANT for inspection of the work and the products of the CONSULTANT at any time.

The DEPARTMENT will allow other districts to utilize this CONTRACT/AGREEMENT so long as the supplement is within the original intent and scope.

RULES AND REGULATIONS

Non-Smoking Policy

There shall be no smoking within any of the DEPARTMENT'S buildings.

Property of the Department

All work performed by the CONSULTANT pursuant to this CONTRACT/AGREEMENT, including, but not limited to the preparation of all communications documents and plans, briefings, workshop information, strategic documentation, websites, computer files and/or reports prepared or obtained under this CONTRACT/AGREEMENT, as well as all data collected, together with summaries derived there from, shall be considered works made for hire and shall become the property of the DEPARTMENT upon completion or termination without restriction or limitation on their use and shall be made available, upon request, to the DEPARTMENT and/or Department's Project Manager (or his/her designee) at any time during the performance

of such services and/or completion or termination of this CONTRACT/AGREEMENT. Upon delivery to the DEPARTMENT and/or the Department's Project Manager (or his/her designee) of said document(s), the DEPARTMENT shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The CONSULTANT shall not copyright any materials and products or patent any invention developed under this CONTRACT/AGREEMENT.

Damages and Department Notification

The CONSULTANT'S PROJECT MANAGER shall immediately report any disorder or breakage to the DEPARTMENT and/or the DEPARTMENT'S PROJECT MANAGER (or his/her designee) that occurred while the contractual services were being performed/provided by the CONSULTANT as described in this CONTRACT/AGREEMENT.

The CONSULTANT shall be responsible for any and all damages caused by its employees, subconsultant(s)/subcontractor(s).

In the event that it is proven that the CONSULTANT was at fault for any missing, defaced or destroyed Department property due to neglect or non-observance of responsibility and/or procedure, the CONSULTANT shall be held liable and accept the responsibility for the replacement/repair of said Department property.

CONSULTANT SHALL AGREE TO THE FOLLOWING

Upon execution of this CONTRACT/AGREEMENT the CONSULTANT agrees to the following terms and conditions:

The CONSULTANT agrees that they shall provide the services for the periods required under this CONTRACT/AGREEMENT.

The CONSULTANT agrees that they shall provide payment to all personnel, including subconsultant(s)/subcontractor(s) performing the services required under this CONTRACT/AGREEMENT.

The CONSULTANT agrees that they are an independent CONSULTANT with respect to the services being provided under this CONTRACT/AGREEMENT and shall be responsible for providing any salary or other benefits to the employees, subconsultant(s)/subcontractor(s) performing the services required under this CONTRACT/AGREEMENT.

The CONSULTANT agrees that worker's compensation insurance coverage is mandatory for its employees, subconsultant(s)/subcontractor(s) and will make all appropriate unemployment tax payments and shall provide worker compensation coverage and general liability insurance for the duration of this CONTRACT/AGREEMENT.

The CONSULTANT shall not bill the DEPARTMENT for an employee performing the required services under this CONTRACT/AGREEMENT more than the proposed hourly wage rate established in the Exhibit "C" Contract Price Proposal for the type of services being performed.

The CONSULTANT agrees that they are an equal opportunity employer and refers Contract employees, regardless of race, sex, color, religion, creed, ancestry, national origin, disability, age, marital status or other protected class status pursuant to applicable law.

That the DEPARTMENT shall retain the right to accept or reject any employee covered under this CONTRACT/AGREEMENT.

The CONSULTANT agrees to comply with all laws, ordinances, regulations and code requirements applicable to the work contemplated herein.

That the CONSULTANT has thoroughly read, understands and agrees to all the terms and conditions of this CONTRACT/AGREEMENT.