

**PROFESSIONAL CONSULTING SERVICES  
CONTRACT DOCUMENTS**

**FOR**

**AGREEMENT BETWEEN  
FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION**

**AND**

**DRMP, INC.**

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## **AGREEMENT**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July, 2024, by and between the Florida-Alabama Transportation Planning Organization (hereinafter referred to as "the TPO"), whose address is PO Box 11399, Pensacola, Florida 32524, and DRMP, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 700 S. Palafox Street, Suite 160, Pensacola, Florida 32502, and whose Federal tax identification number is 59-1791174 (hereinafter referred to as the "Consultant").

### **ARTICLE 1** **SCOPE OF WORK**

The Consultant will provide certain professional services for the tasks outlined in the TPO's Request for Qualifications (RFQ) published on April 11, 2019, and as represented in the Consultant's RFQ response, subsequent ranking, and final approval. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

1.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

1.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

1.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, craftsmanship, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, craftsmanship, and other services furnish pursuant to the Agreement.

(a) Neither the TPO's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the TPO in accordance with applicable law for all damages to the TPO caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

### **ARTICLE 2** **TIME FOR PERFORMANCE**

2.1 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the TPO's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the TPO, shall not be exceeded by the Consultant, except for reasonable

cause.

2.3 Prior to beginning the performance of any basic services under this Agreement, this contract must be fully executed.

### **ARTICLE 3**

#### **COMPENSATION AND METHOD OF BILLING AND PAYMENT**

3.1 **COMPENSATION:** In each approved annual budget the TPO may set aside funds for work to be completed by the Consultant. However, there is no guarantee of a specific funding level for Consultant work during any specific fiscal year. Funds allocated for Consultant work are dependent on future levels of federal, state, and local funding to the TPO. The cost of each negotiated Task Work Order shall be established annually for the upcoming year and/or at the time each Task Work Order is developed and signed by the TPO and Consultant. The cost shall be based on man-hours required to complete the project and hourly rates of personnel assigned to each task, to be determined during the negotiations. The CEO must be notified in writing of any personnel additions or deletions. The cost of each Task Work Order may include time for completion of the executed scope but shall not include time for correction of work resulting from negligent errors and omissions on the part of the Consultant following review by the TPO.

3.2 **FEE SCHEDULE:** The "fee schedule," as used herein, shall mean the charges shown in Exhibit "B" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, telephone, facsimile, reproduction costs, and other routine overhead expenses.

3.3 **METHOD OF BILLING AND PAYMENT:**

(a)The Consultant may submit invoices with paper documentation to the TPO at the address below at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Florida-Alabama TPO  
PO Box 11399  
Pensacola, FL 32524

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the TPO.

(b) The TPO agrees that it shall pay the Consultant within thirty (30) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

**ARTICLE 4**  
**TPO'S RESPONSIBILITIES**

4.1 The TPO shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others.

4.2 Within a reasonable time so as not to delay the services of the Consultant, the TPO shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the TPO deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

4.3 The TPO shall obtain approvals and agreements from all governmental authorities having involvement in the Project and such approvals and consents from others as may be necessary for ongoing implementation of the Project.

4.4 The TPO shall give prompt written notice to the Consultant whenever the TPO observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

**ARTICLE 5**  
**CONSULTANT'S RESPONSIBILITIES**

5.1 **QUALITY OF SERVICES:**

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, craftsmanship, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product in accordance with the Standard of Care or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services in accordance with the Standard of Care. The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances (referred herein as "Standard of Care").

(c) The TPO's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the TPO in accordance with applicable law for all damages to the TPO caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the TPO provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

**ARTICLE 6**  
**GENERAL PROVISIONS**

**6.1 OWNERSHIP OF DOCUMENTS:**

- (a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the TPO whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.
- (b) When such documents are provided to other parties, the Consultant shall ensure return of the TPO's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.
- (c) In the event of any documents (as described herein) are subsequently used, reused and/or modified in any respect without Consultant's involvement and oversight, TPO hereby agrees to release, indemnify, and hold Consultant, its officers, employees, and consultants harmless against any claims or damages arising from the reuse or modification of said documents.

**6.2 TERMINATION:**

- (a) This Agreement may be terminated by either party for cause, or by the TPO for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.
- (b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.
- (c) In no event shall a termination for convenience by the TPO be deemed a default, and any such termination shall not subject the TPO to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the TPO against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the TPO and shall be immediately delivered by the Consultant to the TPO. Consultant shall not be responsible for claims, losses or damages arising out of any changes made by others to any Unfinished Documents without Consultant's input or approval, or any use of Unfinished Documents which are not complete at the time of transfer.

**6.3 RECORDS:**

- (a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record

complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the TPO and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the TPO of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the TPO may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the TPO may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Florida-Alabama TPO  
PO Box 11399  
Pensacola, Florida 32524  
(850) 332-7976**

6.4 NO CONTINGENT FEES: The Consultant warrants that it 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 it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the TPO shall have the right to terminate the 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.

6.5 SUBCONTRACTORS: The TPO approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the

services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval from the TPO for employment of such subcontractors.

6.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the TPO. However, the Agreement shall run with the TPO and its successors.

6.7 HOLD HARMLESS AND INDEMNIFICATION OF TPO:

(a) The Consultant agrees to hold harmless and indemnify the TPO and its agents, officers, and employees from all liabilities, damages, losses, and costs, including reasonable attorneys' fees and paralegals' fees, incurred by TPO to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless TPO where TPO's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

(b) TPO and Consultant agree one percent (1%) of the Contract Amount paid by TPO to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of TPO by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

(c) Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. Notwithstanding any other provision in this Agreement, the TPO agrees to strictly limit Consultant's liability under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation, and breach of contract, to the lesser of the fees paid to Consultant for the Services or maximum of applicable insurance proceeds. No claim may be brought against Consultant in contract or tort more than two (2) years after the cause of action arose. Any claim, suit, demand, or action brought under this Agreement shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, shareholders, officers, or directors. Consultant's liability with respect to any claims arising out of this Agreement shall be limited as provided herein to direct damages arising out of the performance of the Services.

6.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.



(b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. The TPO shall be "additional insured's" on all liability policies (except professional liability and Florida statutory workers' compensation and employers' liability). Certificates of insurance shall be provided to Dawn Schwartz, Chief Financial Officer, PO Box 11399, Pensacola, Florida 32524 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of the TPO and shall provide for a minimum of thirty (30) days notice of cancellation. The Florida-Alabama TPO also shall be the certificate holder.

#### 6.9 REPRESENTATIVE OF TPO AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The TPO, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the TPO in writing of the representative of the

Consultant to whom matters involving the conduct of the Project shall be addressed.

6.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

6.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the TPO determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

6.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

6.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the TPO gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

6.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the TPO all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the TPO.

6.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

6.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

6.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural

and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the TPO and request clarification of the TPO's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

6.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

6.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

6.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

#### 6.21 NONDISCRIMINATION

(a) Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") 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.

(b) Nondiscrimination: The Contractor, 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 materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(c) Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(d) Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation*, the *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.

(e) Sanctions for Noncompliance: In the event of the Contractor'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 the *Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

- i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- ii. or suspension of the contract, in whole or in part.

(f) Incorporation of Provisions: The Contractor shall include the provisions of paragraphs 6.21 (a) through 6.21 (g) in every subcontract, including procurements

of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation*, the *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 Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(g) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

6.22 PARTICIPATION IN OTHER PROCEEDINGS: At the TPO’s request, the Consultant shall

allow itself to be joined as a party in any legal proceeding that involves the TPO regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the TPO and not for the benefit of any other party.

**6.23 FURTHER DOCUMENTS:** The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

**NO WAIVER:** The failure of the Consultant or the TPO to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

**IN WITNESS WHEREOF,** the Parties hereto have made and executed this Agreement on the respective dates under each signature: Florida-Alabama Transportation Planning Organization as approved through its governing board on June 12, 2024, and DRMP, Inc. signing by and through its President, duly authorized to execute same.

**TPO:**

**FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION:**

By:   
Austin Mount, ECRC CEO

Date: 7-1-24

Witness: Tammy Neal

**CONSULTANT:**  
**DRMP, INC.**

By:   
Ben Faust, Sr. Vice President

Date: 7-1-2024

Witness: Vicki Faust

## **EXHIBIT A**

## **EXHIBIT A**

### **Written Scope of Services and Fee Proposal**

#### **FLORIDA-ALABAMA TPO SIGNAL OPERATIONS CONTRACT Scope of Services**

This project, though specific to the continuation of the regional transportation management and signal operations program as designated below for the Florida-Alabama TPO (TPO), which shall be performed at a minimum, also provides the opportunity to perform enhanced traffic operations, traffic engineering, RTMC construction and operational support, transportation planning, as well as related duties, functions, and services in support of the regional transportation management and signal operations throughout the TPO area, which may include fiber optic design elements.

The Consultant may be asked to complete tasks involving the ongoing signal timing and operations as broadly described below. The Consultant may also be asked to complete other related work via task work orders with separate scopes of work.

#### **Work Tasks and Deliverables:**

1. Perform enhanced transportation/traffic operations:
  - A. Perform site visits and document findings at signalized and non-signalized intersections on a periodic and prioritized basis (peak and off-peak tourist seasonal periods) during:
    - 1) AM and PM Peak periods
    - 2) Off-Peak mid-day periods
    - 3) Weekend Peak Period
  - B. Review and provide analysis of on-site visit documentation provided by others.
  - C. Perform and provide analysis of Regional Transportation Management Center (RTMC) data collection exercises.
  - D. Perform plans review/comment on FDOT, local, or permit projects that affect the TPO's Advanced Transportation Management System (ATMS) efforts.
  - E. Perform or assist in traffic operations project inspection efforts to assure compliance with plans, specifications, standards, and other contract documents.
  - F. Provide and utilize software such as signal system analysis software, timing optimization software, traffic modeling software, operating system software, security software, reports generation software, and other related software in support of traffic signal system operation, maintenance, and traffic engineering activities.
  - G. Address local citizen, resident, governmental issues, concerns, or complaints as necessary.
2. Perform traffic engineering:
  - A. Conduct comprehensive signal system retiming projects at isolated intersections or corridors.



- B. Review and provide analysis of signal system retiming projects at isolated intersections or corridors performed by others.
  - C. Perform travel time/delay studies along signalized corridors.
  - D. Perform incremental signal timing adjustments and document actions.
  - E. Review and provide analysis of incremental signal timing adjustments performed by others.
  - F. Perform intersection analysis, signal warrant, speed, pedestrian, safety, volume and other formal engineering studies.
  - G. Review and provide analysis on intersection analysis, signal warrant, speed, pedestrian, and safety studies performed by others.
  - H. Develop plans, concepts, budgets, right-of-way determinations, and assessment of utility concerns for traffic operations, access management, and intersection improvement projects.
  - I. Develop scope, procurement, and contract documentation for traffic operations, access management, and intersection improvement projects.
  - J. Provide project management/contract administration for design, construction, and operations.
  - K. CEI projects utilizing resources provided by local, state, or federal programs.
3. Perform transportation planning:
- A. Attend and actively participate in meetings related to FDOT, local, or permit projects.
  - B. Meet with each stakeholder agency to this project on a periodic basis to ascertain and address concerns related to traffic engineering and operations – this specifically includes the City of Gulf Breeze, the City of Milton, the City of Orange Beach, the City of Pensacola, Baldwin County, Escambia County, Santa Rosa County, FDOT District Traffic Operations Office, TPO/Emerald Coast Regional Council (ECRC), as well as local law enforcement representatives, and any others providing insight into benefiting the region’s transportation needs.
  - C. Identify projects in support of improved traffic operations objectives, such as intersection improvements, left and right turn lane projects, signalization projects, and access management/median modification improvements.
  - D. Provide program level oversight, management, and support for implementation of all aspects of the ATMS Master Plan, including support services for the RTMC construction.
  - E. Monitor ITS technology development for use by the TPO and all participating local governments.
  - F. Monitor and seek out additional funding opportunities, such as grants.

4. Perform support of system of traffic signals:
  - A. Perform / manage preventative and response maintenance, repair, and/or modification of traffic signal field equipment.
  - B. Provide traffic signal equipment, communication equipment, traffic detection upgrades, specialty equipment and tools in support of traffic signal system operation, maintenance, and traffic engineering activities.
  - C. Perform comprehensive testing/verification of all traffic signal equipment/hardware at intersections.
  - D. Review, analyze, and/or oversee comprehensive testing/verification of traffic signal equipment/hardware conducted at intersections by others.
5. Signal Operations and Monitoring:
  - A. Provide Active Arterial Management as needed by monitoring traffic signals, traffic flow via video streams and adjusting signal timings to improve signal operation. Times of service can include evenings, weekends, holidays, special events, and seasonal beach monitoring.
  - B. Develop summary reports of the signal system operations and activities and provide to the stakeholder agencies.
6. RTMC Design & Construction Administration Services:
  - A. Assist the TPO in reviewing the RTMC design documents submittals.
  - B. Assist the TPO/Escambia County and the architect in preparing procurement documents for the construction of RTMC.
  - C. Assist the TPO/Escambia County and the architect in reviewing of any submittals and/or shop drawings for construction of the RTMC.
  - D. Assist the TPO/Escambia County and the architect in the review of Requests for Information (RFI) that are submitted as a part of the RTMC construction.
7. RTMC Operations/Staffing:
  - A. PURPOSE
    - I. The Consultant shall provide the necessary and negotiated personnel to manage and operate the TPO's RTMC located on TPO property adjacent to the Escambia County Emergency Operations Center.
    - II. The Consultant shall provide the necessary and negotiated personnel (also referred to herein as operational staff) to manage and operate the RTMC. Responsibilities shall include, but not be limited to, the following:
      - i. Providing Operational staff for Monday through Friday from 8:00 a.m. to 5:00 p.m. operation. Times of service can include during evenings, weekends, holidays, and special events as needed and negotiated.

- ii. Ensuring that all operational activities conform to the Department of Transportation (DOT) policies and Federal Highway Administration (FHWA) Guidelines and requirements.
- iii. Developing and implementing training and certification programs.
- iv. Responding to emergency call-ins for additional staff during off hours for emergency events and assisting with emergency plans. This may include long duration for multi-day emergency events such as hurricanes or other natural disasters.
- v. Developing and maintaining databases used to store information necessary to perform performance measure analysis and any other RTMC related statistical analysis.
- vi. Coordinating activities with the local agency's staff and partnering agencies.
- vii. Assisting the TPO with public relation services such as RTMC tours and media calls.
- viii. Managing the operations of the RTMC, which includes, but is not limited to:
  - a. Providing Active Arterial Management by providing real-time decisions to implement timing changes to include pre-planned diversion routes, flush plans, and on-the-fly changes to mitigate non-recurring congestion.
  - b. Monitoring weather information, identifying potential weather problems, disseminating as needed, to traveling public.
  - c. Monitoring local and national news information on RTMC television.
  - d. Monitoring CCTV Cameras, Vehicle Detectors, and police scanners.
  - e. Creating, modifying, and displaying messages on the Dynamic Message Signs.
  - f. Obtaining and disseminating traffic, incident, and roadway related information as needed.
  - g. Communicating with FDOT District Three RTMC, local agencies, and partnering agencies to assist or manage incidents.
  - h. Documenting, evaluating, prioritizing Signal and ITS field device failures and coordinating repair or regular maintenance activities of the Signal and ITS field devices with the local agencies.
  - i. Contact regional transportation and partnering agencies to check/inform on current roadway and weather conditions.
  - j. Provide any potential reporting as requested or required by FDOT guidelines.
  - k. Assist the local agencies, partnering agencies and District Three Traffic Operations office with phone and e-mail inquiries.
  - l. Facilitate and implement development of future technology, user interface, data analytics, etc. as needed.

The Consultant shall be responsible for the oversight of its operational staff.

### III. Facility Information

The RTMC is a FL-AL TPO-owned facility staff by the Emerald Coast Regional Council office and co-located in the facility. Consultant's staff will have unrestricted, permanent access, and use of designated space, including, but not limited to, the control center, the control equipment room, and the other common areas of the facility. The FL-AL TPO will be responsible for all building repairs and maintenance.

Within the RTMC, the FL-AL TPO will provide video monitors, workstations, consoles, chairs, tables, office supplies, and land line, as well as utilities, at no cost to the Consultant. The Consultant will also have access to limited office space, printers, fax machines, copiers, and phones for RTMC business use.

## B. SOFTWARE AND HARDWARE

### I. Software

- i. The Consultant shall continuously maintain and support the FL-AL TPO's various software throughout the term of the Contact by utilizing qualified personnel to ensure that it operates as designed. This includes, but is not limited to, processing or maintaining up-to-date security patches and version upgrades, as required.
- ii. Current RTMC software includes, but is not limited to, the following:
  - a. Transparency
  - b. Miovision One
  - c. Sunguide
  - d. BlueToad software
  - e. Video wall software

### II. Hardware

- i. The Consultant shall continuously maintain and support the FL-AL TPO's various hardware, throughout the term of the Contact, by utilizing qualified personnel to ensure that it operates as designed.
- III. The Consultant shall accommodate, and if necessary, assist in the facilitation of all system hardware and software changes that may be implemented by others during the term of this Contract. These changes include updating the systems to accommodate roadway changes as well as ITS expansion.
- IV. The Consultant shall submit an IT Software, Hardware and Service Needs Report to the FL-AL TPO as needed.

## C. SIGNALIZATION & ITS EQUIPMENT

### I. Signalization and Intelligent Transportation System (ITS) Field Devices

- i. The region's Signal and ITS equipment controlled in the RTMC will include, but not be limited to, the following:
  - a. Traffic Signal Controllers.
  - b. Managed Field Ethernet Switches.
  - c. Traffic Signal Cabinets.
  - d. Miovision devices.
  - e. Wireless Ethernet Access Points.

- f. Emergency Vehicle and Railroad Preemption Systems.
- g. Arterial Dynamic Message Signs (ADMS)
- h. Arterial Closed-Circuit Television (CCTV)
- i. Vehicle detection devices (video, loop, radar, etc.).
- j. Bluetooth devices.

## II. Signal and ITS Equipment Maintenance

- i. Signal and ITS field device maintenance is currently provided by the local maintaining agencies. Consultant's staff will provide monitoring of the Signal and ITS field device status. In case of device failure, the Consultant will assist in evaluating the failure.

## D. INVENTORY DATABASE

- I. The Consultant shall assist with the FL-AL TPO's and the local agencies inventory as needed. Inventory consists of ITS equipment, signal equipment, and computer hardware. Information shall be entered into the inventory database as required. Information into the inventory database shall include, but not be limited to, the following:
  - a. Equipment type
  - b. Equipment description
  - c. Model number
  - d. Serial number

## E. RTMC POSITIONS

- I. The Consultant shall provide required personnel to operate the RTMC as needed, determined by the FL-AL TPO. Job descriptions can be provided and negotiated at the time those positions are required, including but not limited to the following:
  - a. RTMC Manager / Traffic Engineer
  - b. Shift Supervisors
  - c. IT Support
  - d. Operators
  - e. Traffic Signal Analyst
  - f. ATMS Field Maintenance Personnel (Electronic Technician)

## 8. Measurement and Payment:

- A. Materials, equipment, tools, hardware, and software shall be reimbursable as documented by actual invoices and other relevant supporting documentation as determined by FDOT. Supporting documentation shall be accompanied by a narrative detailing the purpose and justification of the purchases in association with the project scope.
- B. Reimbursement for consultant services, including any labor costs, shall be compensated according to the terms of the consultant agreement between the TPO and consulting firm. FDOT shall review and approve any such agreement prior to final contract execution.
- C. In addition to invoices, timesheets, and other documentation demonstrating that tasks, goods, and services were delivered in accordance with the terms of this agreement, the TPO shall submit along with their periodic invoices a report detailing the deliverables provided during the reporting period.

## **EXHIBIT B**

# FLORIDA-ALABAMA TPO SIGNAL OPERATIONS CONTRACT

## RFQ #2-2024 - DRMP Rate Schedule



Local Office  
700 South Palafox Street, Suite 160  
Pensacola, FL 32502  
Phone: 850.469.9077

Headquarters  
941 Lake Baldwin Lane  
Orlando, FL 32814  
Phone: 407.896.0594

*The following tables includes burdened staff rates for all staff classifications required to provide all services included in the scope-of-services submitted with this proposal.*

DRMP Staff	Loaded Rates	Rate with CDAF (+5.5%)
Administrative Support	\$ 100.00	\$ 105.50
Inspector - IT Specialist	\$ 150.00	\$ 158.25
Designer	\$ 130.00	\$ 137.15
Sr. Engineering Technician II	\$ 155.00	\$ 163.53
Engineer in Training	\$ 100.00	\$ 105.50
Engineer I	\$ 135.00	\$ 142.43
Engineer II	\$ 160.00	\$ 168.80
Sr. Engineer I	\$ 195.00	\$ 205.73
Project Manager I	\$ 225.00	\$ 237.38
Project Manager II	\$ 250.00	\$ 263.75
Project Manager III	\$ 275.00	\$ 290.13
Chief Engineer 2	\$ 320.00	\$ 337.60
Principal Engineer	\$ 340.00	\$ 358.70

Metric, Inc. Staff	Loaded Rates	Rate with CDAF (+5.5%)
Chief Engineer 2	\$ 302.84	\$ 319.50
Project Manager 3	\$ 292.52	\$ 308.61
Engineer 1	\$ 159.68	\$ 168.46
Engineer Intern	\$ 146.53	\$ 154.59

Halff, Inc. Staff	Loaded Rates	Rate with CDAF (+5.5%)
Chief Engineer	\$ 295.00	\$ 311.23
Project Manager 1	\$ 227.00	\$ 239.49
Engineer 1	\$ 166.00	\$ 175.13
Engineer Intern	\$ 140.00	\$ 147.70
Senior ITS Manager	\$ 310.00	\$ 327.05
Designer	\$ 148.00	\$ 156.14
Senior Engineering Technician	\$ 140.00	\$ 147.70
Engineering Technician	\$ 130.00	\$ 137.15
Administrative Assistant	\$ 80.00	\$ 84.40

AtkinsRealis, Inc. Staff	Loaded Rates	Rate with CDAF (+5.5%)
Sr Project Manager.	\$ 247.41	\$ 261.02
Sr Engineer II.	\$ 186.31	\$ 196.56
Sr Engineer I.	\$ 168.49	\$ 177.75
Sr ITS Analyst III.	\$ 172.89	\$ 182.40
Sr Technical Manager I	\$ 253.36	\$ 267.30
Sr ITS Analyst IV.	\$ 257.83	\$ 272.01
Sr Engineer II	\$ 235.48	\$ 248.43
Sr Engineer I	\$ 209.28	\$ 220.79
Sr Designer I.	\$ 208.97	\$ 220.46

Kimley-Horn Associates, Inc. Staff	Loaded Rates	Rate with CDAF (+5.5%)
Chief Computer Programmer	\$ 384.62	\$ 405.77
Chief Engineer 2	\$ 305.11	\$ 321.89
Chief Planner	\$ 295.02	\$ 311.25
Engineer 1	\$ 175.77	\$ 185.44
Engineer 2	\$ 209.10	\$ 220.60
Engineering Intern	\$ 132.78	\$ 140.08
Secretary/Clerical	\$ 103.84	\$ 109.55
Senior Computer Programmer	\$ 222.86	\$ 235.12
Senior Engineer 1	\$ 264.24	\$ 278.77
Senior Engineer 2	\$ 274.55	\$ 289.65
Senior Engineering Technician	\$ 122.65	\$ 129.40

FTE, Inc. Staff	Loaded Rates	Rate with CDAF (+5.5%)
Chief Engineer 2	\$ 244.41	\$ 257.85
Engineering Intern	\$ 108.24	\$ 114.19
Engineering Technician	\$ 81.58	\$ 86.07
Principal Engineer	\$ 343.59	\$ 362.49
Project Manager 2	\$ 257.72	\$ 271.89
Secretary / Clerical	\$ 73.26	\$ 77.29
Senior Engineer 1	\$ 214.77	\$ 226.58
Senior Engineering Technician	\$ 123.68	\$ 130.48
Transportation Data Analyst	\$ 188.97	\$ 199.36