

AGREEMENT

This agreement ("Agreement") is entered into by and between **HNTB Corporation** ("HNTB") and **[INSERT CONTRACTOR ENTITY NAME]** ("Contractor"), effective **[insert effective date]** ("Effective Date").

1. **Engagement of Contractor.** HNTB has contracted with Quest Corporation of America ("Client") under a prime agreement ("Prime Agreement"), who in turn has contracted with the State of Florida, Department of Transportation ("Owner") to provide certain services relating to the Statewide Communications and Workforce Development Consulting Services project ("Project"). HNTB hereby engages Contractor to perform or provide certain workforce development services ("Services") on the Project, and Contractor hereby accepts such engagement by HNTB in return for the compensation set forth in this Agreement.

For the purpose of this Agreement, the program ("Program") refers to job readiness training of workers provided by Contractor as part of the Project. An employee ("Employee") refers to a worker that is hired by Contractor under the Program.

The HNTB project number for the Services is: 75687

2. **Term and Termination.**

(a) The term of this Agreement shall commence on the Effective Date.

(b) Upon receipt of notice, Contractor shall terminate or suspend the performance of Services on a schedule mutually acceptable to HNTB and Contractor. Contractor's sole remedy shall be payment for Services performed in accordance with this Agreement up to the effective date of termination or suspension.

(c) Additionally, either party may terminate this Agreement in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. In the event of termination, HNTB shall pay Contractor for all Services satisfactorily performed up to the effective date of termination, to the extent Client has paid HNTB, therefore, Section 5 shall remain effective following any suspension, termination or completion of this Agreement. The parties may mutually agree to extend this Agreement prior to the scheduled termination stated above by signing a written extension to this Agreement.

3. **Compensation and Payment.**

(a) Compensation for the Services is as described in Section C. – Compensation of this Agreement.

(b) Contractor shall submit invoices in accordance with invoicing calendar provided by HNTB. HNTB will provide the content the Contractor shall include in each invoice.

(c) To the fullest extent permitted by law, receipt of payment from Client on Contractor's behalf is a condition precedent to HNTB's payment obligations to Contractor under this Agreement. After HNTB's receipt of payment from Client attributable to any of the Contractor's Services, HNTB shall pay Contractor all amounts owing by the earlier of: (A) any timing requirements for Contractor payments included in the Prime Agreement, (B) any timing requirements for Contractor payments required by law, or if neither of the preceding conditions apply then, (C) payment will be made within 30 days after HNTB's receipt of payment from Client.

(d) Upon Contractor's acceptance of payment, Contractor waives and releases all claims and liens against the Project, the property that is the subject of the Project, HNTB, Owner, Client, and each and all of the parties contractually indemnified under this Agreement, to the extent of the amount of all payments received to such date by Contractor under this Agreement.

4. **Relationship Between Parties.**

(a) Contractor is, and at all times shall be, an independent contractor to HNTB and not a co-venturer, partner, employee, representative or agent of HNTB. Contractor shall be liable for, and shall pay, all employment, income, and other taxes associated with the rendering of the Services. Neither party to this Agreement shall be obligated for the debts of the other party unless specifically set forth herein.

(b) Contractor does not have any authority to bind HNTB to any obligation to any third party. The rights and obligations of the parties hereto shall be limited to those contained in this Agreement, and this Agreement shall be strictly construed with respect to such rights and obligations. Contractor shall not represent to any third party that it has any authority not expressly granted herein.

(c) All Project communications shall be made through or with the prior written approval of HNTB.

5. **Indemnification.** Contractor shall indemnify and hold harmless HNTB, its parent company, affiliated and subsidiary entities, directors, officers and employees and Owner and Client and all of Owner and Client's officers, agents, employees, and successors from and against all judgments, losses, damages, and expenses (including attorney fees) to the extent caused by any negligent act, error, or omission of Contractor or any person or organization for whom Contractor is legally liable.

Contractor's indemnification obligations shall not be limited by any limitation on the amount or type damages, compensation, or benefits payable under workers' compensation acts, disability acts, or other employee benefits acts, and shall extend to and include any actions brought by, or in the name of, any employee of Contractor or others for whom the Contractor is legally liable.

6. **Insurance.**

Contractor shall maintain the following insurance:

(a) All insurances required for a Contractor performing construction work for the Florida Department of Transportation.

(b) Workers' Compensation insurance as required under the State of Florida under the Workers' Compensation Law.

7. **Dispute Resolution.** Any claims or disputes involving Owner or Client or otherwise arising out of or related to the Prime Agreement shall be resolved in accordance with the dispute resolution provisions in the Prime Agreement, including compliance with all notice and timing requirements included therein. Contractor agrees to submit its claims to HNTB in a proper form and in sufficient time to allow processing in accordance with the terms of the Prime Agreement, and Contractor agrees to accept the relief as to a time extension and additional compensation obtained from Client, if any, as well as all other aspects of the final decision following appeal or the expiration of the time for appeal, as full and final resolution of any disputes applicable to requirements of this Section.

8. **Miscellaneous Provisions.**

(a) The following applies to Contractor only to the extent required by law:

The Contractor hereby affirms its support of affirmative action and that it is an equal opportunity employer and complies with Title VII of the Civil Rights Act of 1964, and the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246, as Amended by Executive Order Number 11375; Section 503 of the Rehabilitation Act of 1973; Section 4212 of the Vietnam Era Veterans Readjustment Act of 1974; 41 CFR Part 60, specifically subparts 60-1.4, 60-250.5, 60-300.5, 60-741.2, and 60-741.5; and other applicable regulations and orders of the Department of

Labor relating thereto. All such regulations and are incorporated herein by reference and made a part of this Agreement as if set forth in their entirety. **The Contractor further affirms that it and its lower-tier consultants and subcontractors shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, age, height, weight, color, religion, sex (including gender identity), sexual preference/orientation, marital status, citizen status, ancestry, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.** Additionally, Contractor affirms it is its policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment and that minorities will be afforded full opportunity to submit a proposal and will not be discriminated against on the basis of race, color or national origin in consideration for an award.

Furthermore, as and when applicable, Contractor, for itself, its assignees and successors in interest affirms it will comply with:

(i) Executive Order 13496 requiring employers to inform employees of their rights under the National Labor Relations Act (NLRA), the primary law governing relations between unions and employers in the private sector (see 29 CFR Part 471, Appendix A). Contractor must post the prescribed notice in every contract wherein services are performed under a federally-funded program and/or under a federal contract, except contracts for purchases under the Simplified Acquisition Threshold (currently \$100,000), subcontracts below \$10,000, and in those cases where the Secretary exempts a contracting department or agency pursuant to the Executive Order. Contractor must also post the prescribed notice in all lower-tier consultant contracts.

(ii) Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation including 49 CFR Part 21 through Appendix H; 23 CFR Part 200 (Title VI of the Civil Rights Act of 1964 and related statutes); which are incorporated herein by reference and made a part of this Agreement.

Contractor further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan if required by Federal regulations.

(b) This Agreement, including any referenced exhibits, all incorporated by this reference, represents the entire and integrated agreement between HNTB and Contractor. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be amended only by a written instrument signed by both HNTB and Contractor.

Section A. - Scope of Services

A.1. Contractor shall perform the following Services:

Contractor may directly recruit candidates for the Program and collaborate with FDOT who will coordinate with Florida Department of Economic Opportunity, CareerSource Florida, local CareerSource offices and other partner agencies to identify and recruit road construction workers.

Submit candidates to HNTB for FDOT approval for participation in the Program.

Administer a drug test for each recruit that is considered for hiring under this Program.

Provide personal protective equipment (PPE) (hard hats, eye protection, safety vest, work boots, etc.) to each Employee that is hired under this program. All PPE must meet the requirements of the Contractor's safety program.

Provide 320 hours of job readiness training to each Employee hired under this Program. The Contractor can fill any construction hiring needs under the Program.

Hire and serve as employer of record for all Employees trained and hired under this Program. All Employees must be hired prior to the job readiness training. The Employees being hired by the Contractor prior to the job readiness training is a requirement for the Contractor to receive the compensation outlined in this Agreement.

A.2. In conjunction with the performance of the foregoing Services, Contractor shall provide the following deliverables to HNTB:

A.2.2. A Program tracking report that shall include the following:

- Reporting period
- Name of Employees hired under this Program
- Contractor's Name and contact information
- Project Name and FDOT Contract Number that each Employee is working on
- County where project is located
- Recruiting agency (CareerSource Florida, Florida Department of Economic Opportunity and others)
- Drug test status
- Date of hire
- Employment status
- Hours of Job-readiness training complete
- Dept. of Correction trainee
- Veteran status
- Wage at time of hire
- Current wage
- Employment classification at date of hire
- Current employment classification
- Comment (include termination date and reason for termination)

HNTB will provide a report template and format. The report is due the first Friday of each month. The Contractor shall provide a monthly report for the full duration of their involvement in the Program.

A.2.3. An invoice for Services. The invoice shall be provided in accordance with the monthly invoicing schedule provided by HNTB. Each invoice should include the costs for Services associated with the Program during the invoicing period.

Section B. - Schedule

This Agreement shall end when the Contractor provides written notice of their termination from the Program or as defined under Article 2 of this Agreement.

Section C. - Compensation

The Contractor will be paid \$1,500 per Employee for each 160-hour period the Contractor provides job readiness training under this Program. The maximum payment to the Contractor for each Employee is \$3,000 to cover a total of 320 hours of job readiness training.

This compensation is inclusive of all Contractor costs and overhead expenses associated with the Program and Services provided. The compensation shall be the same for every Employee and job classification under the Program.

The Contractor will be compensated and shall invoice in 160-hour increments for job readiness training. Compensation will not be prorated for Employees that only complete a portion of the job readiness training.

Employees must be working on active FDOT projects for the Contractor to be accepted and participate in this Program.

HNTB and Contractor hereby agree to the terms and conditions of this Agreement as of the Effective Date. The individuals signing this Agreement represent and warrant that they have the power and authority to enter into this Agreement and bind the parties for whom they sign.

HNTB CORPORATION
(HNTB)

[INSERT CONTRACTOR ENTITY NAME]
(Contractor)

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Fed. Tax I.D. No. _____