

TOTAL COMPENSATION: The total funds to be expended pursuant to this Agreement upon satisfactory completion of the Work.

WORK: All labor, materials, equipment, transportation, supporting documentation, and other products, services, or facilities necessary for complete performance of the Agreement.

16. ASSIGNMENT AND SUBCONTRACTS

- (a) Consultant shall not sublet, assign, or transfer any Work, or assign any monies due hereunder, without the District's prior written consent. As soon as practicable after signing this Agreement, but not less than seven business days prior to the effective date of any subcontracts, Consultant shall notify the District's Project Manager in writing of the name of any subconsultant that has not been previously disclosed in the procurement process. Within five business days the District shall indicate its approval or disapproval, which shall not be unreasonably withheld. Failure to timely provide such approval or disapproval shall constitute approval. Neither District approval of a subconsultant nor any other provision of this Agreement creates a contractual relationship between any subconsultant and the District.
- (b) Consultant is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Consultant is fully responsible to the District for the acts and omissions of its subconsultants and persons directly or indirectly employed by them and shall hold the District harmless from any liability or damages resulting from any subcontract to the extent allowed by law.

17. AUDIT; ACCESS TO RECORDS. Consultant must preserve its books and other records involving transactions related to this Agreement and provide the District, or its duly authorized representatives, access and necessary facilities to inspect and audit those records for five years after the receipt of funds. If an examination or audit is performed, Consultant must continue to maintain all required records until such audit has been completed and all questions arising from it are resolved. Consultant shall refund any payment(s) that are found to not constitute allowable costs based upon an audit examination.

18. CIVIL RIGHTS. Pursuant to chapter 760, Fla. Stat., Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, or national origin, age, handicap, or marital status.

19. COMMON CARRIER. Pursuant to §908.111, Fla. Stat., the District may not execute, amend, or renew a contract with a common carrier or contracted carrier, if the carrier is willfully providing any service in furtherance of transporting a person into the State of Florida with knowledge that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of a the person from the state or the U.S. Pursuant to §908.111, Fla. Stat., Consultant shall complete Attachment D, the Common Carrier or Contracted Carrier Attestation.

20. CONTINGENCY FEES. Pursuant to §287.055(6)(a), Fla. Stat., Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for 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 Consultant, any fee, commission, percentage, or other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of these provisions, the District may terminate this Agreement without liability and, at its discretion, deduct from the contract price or otherwise recover the full amount of any such fee, commission, percentage, gift, or other consideration.

21. COOPERATION WITH THE INSPECTOR GENERAL. Consultant and any subconsultant understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

22. COORDINATION WITH THE DISTRICT AND OTHER DISTRICT CONSULTANTS