

## EMPLOYMENT AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Orlando, a Florida municipal corporation, hereinafter referred to as "the City," and **Ronald M. Proulx**, hereinafter referred to as "Contractor."

### WITNESSETH:

**WHEREAS**, the City is desirous of retaining the services of a Construction Manager, the position being on a full time basis for a definite length of time with duties, responsibilities and qualifications as defined in "Exhibit A" attached; and

**WHEREAS**, Contractor wishes to obtain employment with the City to perform the duties and responsibilities of Construction Manager, for a definite length of time by contract.

**NOW, THEREFORE**, in consideration of these premises and of good and sufficient consideration, the parties do hereby covenant and agree to the following:

1. The City hereby agrees to employ Contractor and Contractor agrees to be employed by the City as a Construction Manager, to perform the duties and responsibilities as set forth in "Exhibit A," attached hereto, for a period of two (2) years, such period of employment to commence on or about the 7th day of September, 2014, and terminate on the 6th day of September, 2016; however, this Agreement may be terminated earlier, as provided below.

2. The parties agree that the duties of the Contractor may be changed from time to time by the mutual consent of the City and the Contractor. Notwithstanding any change, the employment of the Contractor shall be construed as continuing under this Agreement as modified.

3. In consideration for the services provided by the Contractor, the Contractor shall be paid by the City a salary of **\$80,371**, per year payable on a bi-weekly basis. This sum may be supplemented in further years during the term of this Agreement by increases as provided for in City policy. Contractor will not be entitled to any overtime wage payments.

4. The Contractor agrees to devote his entire productive time, ability and attention to the business of the City during the term of this contract. The Contractor shall not directly or indirectly render any services of a business, commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the City.

5. The Contractor shall be entitled to all City benefits otherwise provided to Administrative/Professional level employees as outlined in City Policy and Procedure 808.9.

6. The Contractor agrees to abide by and comply with all state and federal statutes, City ordinances and rules, regulations, policies and procedures of the City during the term of his employment.

7. If Contractor breaches any of the terms of this Agreement or fails to fully perform his duties and responsibilities, he may be subject to immediate disciplinary action by the City up to and including termination of his employment. Such discipline shall be in addition to, and shall not prejudice, any other remedy to which the City may be entitled either at law, in equity, or under this Agreement.

8. In addition to the provisions for termination as set forth in paragraph 7 of this Agreement, this Agreement may be terminated by either party upon thirty (30) days written notice.

9. In the event of the termination of this Agreement prior to the completion of the term of employment specified in Paragraph One (1), the Contractor shall be entitled to the compensation earned through to the time of termination, computed pro rata. Contractor shall be entitled to no further compensation as of the date of termination.

10. This Agreement contains all terms and conditions agreed upon by the parties and supersedes all prior other Agreements between the parties. No other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either of the parties hereto.

11. The validity, interpretation, construction and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida, only. Should any litigation occur as a result of or in conjunction with this Agreement, any such disputes shall be litigated in Orange County, Florida. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement the day and year first above written.

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**CITY OF ORLANDO:**

\_\_\_\_\_  
Mayor/Pro Tem

ATTEST:


\_\_\_\_\_  
Alana Brenner, City Clerk

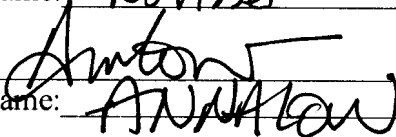
APPROVED AS TO FORM AND LEGALITY  
For the use and reliance of the City of Orlando,  
Florida, only

\_\_\_\_\_, 2014

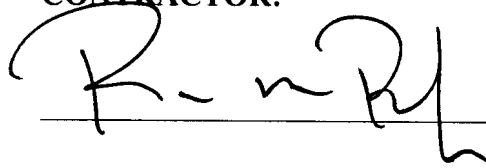
\_\_\_\_\_  
Chief Assistant City Attorney  
Orlando, Florida

**WITNESSES:**

  
\_\_\_\_\_  
Print Name: Rob Visser

  
\_\_\_\_\_  
Print Name: Anton J. ANNAKAW

**CONTRACTOR:**

  
\_\_\_\_\_



## Job Description



**JOB DESCRIPTION:** CONSTRUCTION MANAGER-CON

**BENEFIT GROUP:** CM

**JOB CODE:** XWM03

**PAY GRADE:** NB114

**AUTHORIZED STRENGTH:** 3

**PAY RANGE:** Min: \$59,113.60 annually  
Mid: \$75,749.86 annually  
Max: \$92,386.11 annually

### **NATURE OF WORK:**

Performs professional level work involving the supervision and quality control monitoring of work and materials incorporated in the City of Orlando's Capital Improvement programs. An employee assigned to this classification is responsible for the coordination of the contractor and design engineer's interrelated activities. Work is performed under the supervision of the Division Manager and Assistant Division Manager and is reviewed during bi-weekly meetings and periodic on-site visits.

### **EXAMPLES OF WORK PERFORMED:**

**NOTE: THE LISTED DUTIES ARE ONLY ILLUSTRATIVE AND ARE NOT INTENDED TO DESCRIBE EVERY FUNCTION THAT MAY BE PERFORMED BY THIS JOB CLASS. THE OMISSION OF SPECIFIC STATEMENTS DOES NOT PRECLUDE MANAGEMENT FROM ASSIGNING SPECIFIC DUTIES NOT LISTED IF SUCH DUTIES ARE A LOGICAL ASSIGNMENT TO THE POSITION.**

Assists project managers in the review construction of design information. Coordinates proposed changes in construction projects with design engineer, contractor and the City of Orlando. Evaluates and prepares request for changes to the project plans and specifications. Receives, reviews, and recommends approval of contractor's request for payment. Schedules, conducts and documents completion, final acceptance and inspections of projects with contractors. Conducts preconstruction conferences and progress meetings. Supervises field representatives in on-going quality control quality assurance program. Prepares contractual documents Prepares and implements claims identification and mitigation procedures. Performs other duties as needed to facilitate the accomplishment of departmental goals and objectives.

### **KNOWLEDGE, SKILLS AND ABILITIES:**

Knowledge of current Civil Engineering/Construction management concepts and practices. Knowledge of personal computer spreadsheet and word processing software. Knowledge of Construction Contract administration. Skilled in the operation of motor vehicles. Skilled in the use of a level and transit. Skilled in the surveying of construction sites. Skilled in the operation of personal computers. Ability to take accurate field measurements of installed work. Ability to thoroughly inspect construction sites, which may involve working in excessive noise, standing and walking for extended periods, bending, stooping, and working at heights or in confined areas. Ability to make visual inspections in varying types of weather and at any time of day. Ability to supervise others, which may involve reading, editing, speaking, and hearing.

**MINIMUM QUALIFICATION REQUIREMENTS:**

Bachelor's Degree in Engineering or Construction management. A minimum of four (4) years experience in the area of Construction/Project management; or equivalent combination of education, training, and experience. A Valid Florida Driver's License is required. Class "A" Contractor's License preferred. REVISED: 3/5/07-CF- Deleted Florida Professional Engineer's License requirement and listed Class "A" Contractor's License as preferred. Per Department's request.