



Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

July 23, 2018

To: All Known Prospective Submitters

Addendum Number 3:

Re: Construction Engineering and Inspection (CEI) for CR 295A North Old Corry Field Road
Sidewalks and Drainage Improvements (Sidewalk Portion Only) (LAP)
Specification Number: PD 17-18.054

All:

We recently sent you a Request for Letters of Interest on the above-mentioned specification.

This Addendum Number 3 provides for:

Revised Scope of Work attached

Scope of Services for Construction Engineering and Inspection Services for items related to the Sidewalk Portion Only and Resident Compliance Specialist Services for the entire project.

This Addendum Number 3 is furnished to all known prospective Submitters. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of you having received same. You may photo copy for your record.

Sincerely,

Emily D. Weddington, CPPB
Purchasing Coordinator

Acknowledgement of Receipt of Addendum 3:

SIGNED: _____

COMPANY: _____

INFORMATION PACKAGE

Local Agency Program (LAP)

**~~Construction Engineering and Inspection (CEI) for
CR 295A North Old Corry Field Road Sidewalks and Drainage Improvements
(Sidewalk Portion Only)~~**

CR 295A North Old Corry Field Road Sidewalks & Drainage Improvements
Construction Engineering and Inspection Services

For

ITEMS RELATED TO THE SIDEWALK PORTION ONLY

&

Resident Compliance Specialist Services

For

THE ENTIRE PROJECT

Solicitation Identification Number PD 17-18.054

FPN: 425745-5-68-01

Federal No. (FAIN): 9044-032-C

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SCOPE OF SERVICES
CONSTRUCTION ENGINEERING AND INSPECTION

1.0 PURPOSE:

~~This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction projects listed below.~~

This scope of services describes and defines the Construction Engineering and Inspection (CEI) and Resident Compliance Specialist (RCS) services required for the construction project listed below. CEI services will only be required on items related to the sidewalk portion of the project. RCS services will be required for the entire project. The CEI and RCS services required for the sidewalk portion of the project will be considered reimbursable by FDOT. The RCS services for the rest of the project will be considered non-reimbursable by FDOT.

See section 10.1 – Construction Engineering Inspection (CEI) Services and section 10.2 – Resident Compliance Specialist (RCS) Services for a breakdown of required services for each.

2.0 PROJECT DESCRIPTION:

~~This project involves the construction inspection and engineering services for sidewalk improvements associated with CR 295A (North Old Corry Field Road) Sidewalk and Drainage Improvement project between SR 30 (US 98 / West Navy Boulevard) and CR 298A (West Jackson Street). The sidewalk improvements span two separate areas. The first area is a small segment of sidewalk between SR 30 and SR 294 (Chief’s Way). The second project area begins at the northern edge of the northern driveway connection for Meridian Point Apartments. The typical improvements include new Type “F” curb and gutter with an adjacent 5’ sidewalk and shallow ditch between the sidewalk and the eastern right-of-way of CR 295A. The side street connections to Idlewood Drive, Gregory Street and Srant Drive will all be reconstructed to provide ADA compliant cross slopes along the provided accessible route. New curb ramps with detectable warning mat will be provided at all side street locations. New handrail will be provided where necessary due to the slopes of proposed sidewalks. All existing driveways will be reconstructed with new 6” concrete driveway sections.~~

This project involves the construction of sidewalk and drainage improvements along the eastern right-of-way of CR 295A (North Old Corry Field Road), between SR 30 (US 98 / West Navy Boulevard) and CR 298A (West Jackson Street).

The sidewalk improvements span two separate areas. The first area is a small segment of sidewalk between SR 30 and SR 294 (Chief’s Way). The second project area begins at the northern edge of the northern driveway connection for Meridian Point Apartments. The typical

improvements include new Type “F” curb and gutter with an adjacent 5’ sidewalk and shallow ditch between the sidewalk and the eastern right-of-way of CR 295A. The side street connections to Idlewood Drive, Gregory Street and Srant Drive will all be reconstructed to provide ADA compliant cross slopes along the provided accessible route. New curb ramps with detectable warning mat will be provided at all side street locations. New handrail will be provided where necessary due to the slopes of proposed sidewalks. All existing driveways will be reconstructed with new 6” concrete driveway sections.

The drainage improvements begin at Jackson Creek and extend to the existing north bound right turn lane from CR 295A to CR 298A. The intent of the drainage improvements is to replace the existing roadside open ditch and side drain system with a new roadside closed inlet and pipe system.

3.0 SCOPE:

Provide services as defined in this Scope of Services, the referenced manuals, and procedures.

The projects for which the services are required are:

FPN: 425745-5-68-01

Description: CR 295A North Old Corry Field Road Sidewalks and Drainage Improvement Project (~~Sidewalk Portion Only~~)

County: Escambia

Exercise independent professional judgment in performing obligations and responsibilities under this Agreement.

Services provided by the Consultant shall comply with current Local, State, and Federal manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the County.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both the County and the Contractor either directly or indirectly.

Additional work developing within the geographical area of the project may be added at the discretion of the County or FDOT. The Consultant must perform to the satisfaction of the County’s representatives for consideration of additional CEI services.

4.0 LENGTH OF SERVICE:

The services for each Construction Contract shall begin upon written notification to proceed by the County.

Track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the County has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, coordinate closely with the County

and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

For estimating purposes, the Consultant will be allowed an accumulation of thirty (30) calendar days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed on the first project and thirty (30) calendar days to demobilize after final acceptance of the last Construction Contract.

The anticipated letting schedules and construction times for the projects are tabulated below:

<u>Construction Contract Estimate</u>					
<u>Financial Project ID</u>	<u>Letting Date (Mo/Day/Yr)</u>	<u>Start Date (Mo/Day/Yr)</u>	<u>Construction Duration (Days)</u>	<u>CEI Duration (Days)</u>	<u>Total Duration (Days)</u>
425745-5-68-01	9/21/2018	11/27/2018	165	225	225

CEI & RCS Services Required for Sidewalk Portion (Reimbursable by FDOT)

<u>Letting Date (Mo/Day/Yr)</u>	<u>Start Date (Mo/Day/Yr)</u>	<u>Construction Duration (Days)</u>	<u>CEI & RCS Duration (Days)</u>
9/21/2018	11/27/2018	135	195

RCS Services Required for Rest of Project (Non-Reimbursable by FDOT)

<u>Letting Date (Mo/Day/Yr)</u>	<u>Start Date (Mo/Day/Yr)</u>	<u>Construction Duration (Days)</u>	<u>RCS Duration (Days)</u>
9/21/2018	11/27/2018	135	195

Total Construction Duration: 270 Days

5.0 DEFINITIONS:

- A. Agreement: The Professional Services Agreement between the County and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- B. Contractor: The individual, firm, or company contracting with the County for performance of work or furnishing of materials.
- C. Construction Contract: The written agreement between the County and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.
- D. County Project Coordinator: The County employee assigned to manage the Construction Engineering and Inspection Contract and represent the County during the performance of the services covered under this Agreement.

- E. Construction Training/Qualification Program (CTQP): The FDOT program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at CTQP website.
- F. Consultant: The Consulting firm under contract to the County for administration of Construction Engineering and Inspection services.
- G. Consultant Project Administrator: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.
- H. Consultant Senior Project Engineer: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.
- I. District Construction Project Manager: The FDOT employee assigned to provide guidance to the Construction Engineering and Inspection Contract and the County while a project is under construction. The employee will serve as one of primary contact during construction and shall be invited to all pre-construction and progress meetings.
- J. District LAP Administrator: The FDOT administrator of the District's Local Agency Program and a primary contact. Responsible for ensuring all LAP projects follow federal and state guidelines.
- K. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.
- L. Operations Engineer: The Engineer assigned to a particular County or area to administer Construction and Maintenance Contracts for the Department.
- M. Public Information Office: The County's office assigned to manage the Public Information Program.
- N. Resident Compliance Specialist: The employee assigned by the Consultant to oversee project specific compliance functions.
- O. District Resident Compliance Specialist: The FDOT employee assigned to review documents prepared by the Resident Compliance Specialist to ensure that the project is meeting all compliance functions.

6.0 ITEMS TO BE FURNISHED BY THE COUNTY TO THE CONSULTANT:

- A. The County, on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.
 - 1. Construction Plans,

2. Specification Package,
3. Copy of the Executed Construction Contract, and
4. Utility Agency's Approved Material List (if applicable).

7.0 ITEMS FURNISHED BY THE CONSULTANT:

7.1 County Documents:

All applicable County documents referenced herein shall be a condition of this Agreement. All County documents, directives, procedures, and standard forms are available, by written request, through the County's Engineering Division

Escambia County Central Office Complex
Engineering Division
Attn: Construction Manager (LAP)
3363 West Park Place
Pensacola, Florida 32505
Telephone No. (850) 595-3450

7.2 Field Equipment:

Supply inspection and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items.

Hard hats shall have the name of the consulting firm visibly displayed.

Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

Handling of nuclear density gauges shall be in compliance with their license.

Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

7.3 Licensing for Equipment Operations:

Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the County, upon request.

Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

8.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:

For the duration of the Agreement, keep the County Project Coordinator in Responsible Charge informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement.

Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

Submit all administrative items relating to Invoice Approval, Personnel Approval, User IDs, Time Extensions, and Supplemental Amendments to the County Project Coordinator for review and approval.

9.0 PERFORMANCE OF THE CONSULTANT:

During the term of this Agreement and all Supplemental Amendments thereof, the County will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. Cooperate and assist County representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. County recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
- B. Immediately replace personnel whose performance has been determined by the Consultant and/or the County to be inadequate.
- C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- D. Increase the scope and frequency of training of the Consultant personnel.

10.0 REQUIREMENTS OF THE CONSULTANT:

10.1 — General:

~~It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.~~

~~Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies.~~

~~Seek input from the County Project Coordinator relating to all Supplemental Agreement requests. Supplemental Agreements must be determined to be in accordance with Florida law by the County prior to approval by the Consultant. For any Supplemental Agreement which exceeds the thresholds, prepare the Supplemental Agreement as a recommendation to the County, which the County may accept, modify or reject upon review. Consult with the County Project Coordinator as necessary and direct all issues, which exceed delegated authority to the County Project Coordinator for action or direction.~~

~~Inform the County Project Coordinator of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.~~

10.2 Survey Control:

~~Check the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to make and record measurements necessary to calculate and document quantities for pay items.~~

~~Any questions or requests for "Waiver of Survey" should be directed to the County Project Coordinator.~~

10.3 On-site Inspection:

~~Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. The County will monitor off-site activities and fabrication unless otherwise stipulated by this Agreement.~~

~~When applicable, perform underwater bridge construction inspections of bridges with permanently submerged structural members in compliance with FDOT CPAM Section 10.6, Underwater Bridge Construction Inspection.~~

~~Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the County's procedures. Consultant employees performing such services shall be qualified in accordance with the County's procedures.~~

10.4 Sampling and Testing:

~~Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the FDOT Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.~~

Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

The County will monitor the effectiveness of the Consultant's testing procedures through observation.

Sampling, testing and laboratory methods shall be as required by the County's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.

Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done.

10.5 Engineering Services:

Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the County for failure of such parties to follow written direction issued by the Consultant.

Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes.

- (1) Schedule and attend a meeting with the County Project Coordinator prior to the Pre-construction Conference. The Resident Compliance Officer shall attend this meeting. Schedule and conduct a meeting with the County Project Coordinator prior to the Pre-construction conference and another meeting prior to project final acceptance. The purpose of these meetings is to discuss the required documentation, including LAPIT, as-builts, and other documents necessary for compliance.
- (2) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the County's guidelines.
- (3) Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications.

~~(4) — Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.~~

~~(5) — Monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, County staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including County and State owned facilities.~~

~~Identify, review, and track progress of Joint Project Agreements, and/or other County and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.~~

~~(6) — Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the County to make timely payment to the Contractor.~~

~~(7) — Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with County procedures.~~

~~(8) — Provide a Resident Compliance Specialist for surveillance of the Contractor's compliance with Construction Contract requirements. The Resident Compliance Specialist is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review; and assist the FDOT District Contract Compliance Manager as requested.~~

~~(9) — The Consultant shall perform field interviews, provide work space and supplies for project compliance files.~~

~~(10) — The County will provide Public Information Services.~~

~~(11) — Provide Public Information Services and be proactive in keeping the community aware of the status and traffic impacts of the referenced project. Prepare a monthly report to submit to the County's Public Information Office (PIO) for distribution. This report should include information for the public, elected officials and the media of any upcoming events, which will~~

~~affect traffic flow. Produce and distribute all publications (letters, flyers, brochures and news releases) necessary for this contract. Prior to release, the County's PIO designee will approve all responses, letters, news releases and the like. Provide timely, professional responses to project inquiries including emails, telephone calls, etc. When required, coordinate general public information meetings, open houses, and community meetings as directed by the County's representatives.~~

~~(12) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.~~

~~(13) Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.~~

~~These photographs will be filed and maintained by the Consultant.~~

~~Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.~~

~~Provide visual documentation of construction through the project. Photographic locations should be located at intervals such that the digital photographs collectively portray the majority of the visible surfaces on the Project. The digital photographs should be taken with a frequency designed to reveal changes in the progress of the Project, which can be compared to other project data including daily reports of construction and scheduling updates. Working photographic data files are to be supplied for everyday reference purposes and comprise copies of each original photographic data file, which have been processed to a reduced pixel and color resolution (size and clarity) for distribution via CD-ROM and the Internet. The original photographic data files, working photographic data files and access and display system are to be distributed on CD-ROM and portable hard disk media.~~

10.6 Geotechnical Engineering:

~~Become familiar with the existing site conditions and the contract documents. Observe and record the progress and quality of foundation work to determine that the foundations are constructed at the correct location and elevation, identify discrepancies, submit monthly progress reports to the FDOT District Geotechnical Engineer (DGE), and direct the Contractor to correct such observed discrepancies. Attend the Preconstruction Conference and/or special geotechnical meeting for the Construction Contract. All services under this section will be performed in accordance to FDOT Specification Section 455. The Geotechnical Engineer will provide the following services with the assistance of a qualified inspector who has completed the FDOT Drilled Shaft/Pile Driving Qualification Courses.~~

~~1) Drilled Shafts:~~

- ~~a) Review the drilled shaft installation plan submitted by the Contractor for materials, methods, equipment, etc., and provide recommendations to the County within five (5) working days of the Contractor's submission.~~
- ~~b) Observe installation of test hole (methods shaft(s)) such that it is constructed in accordance with the plans, specifications, and special provisions for the Construction Contract. The Consultant shall report on the adequacy of the Contractor's methods within three (3) working days of completion of the test hole (methods shaft(s)) construction.~~
- ~~c) Observe construction of test holes, load test shafts, and production shafts. This includes review of testing of drilling slurry, core drilling and core logs, and other procedures as required.~~
- ~~d) Inspect the bottom of the shafts for cleanliness using manual soundings or shaft inspection device as required in the contract documents.~~
- ~~e) Provide all necessary forms and keep a log of all inspections made of the shafts. These logs made during the shaft inspections shall be turned over to the County within three (3) working days after completion of any shaft. Logs shall be signed and sealed by the Geotechnical Engineer.~~
- ~~f) Provide a written report of all test shaft installations to the DGE within three (3) working days of shaft completion.~~
- ~~g) When conditions occur which are different from those indicated on the plans, the Geotechnical Engineer shall immediately report them to the Project Administrator and the DGE. Recommend adjustments to the authorized depths as necessary to obtain the shaft capacity to the DGE for approval.~~
- ~~h) Hire a Specialty Engineer to perform non-destructive integrity testing of drilled shafts as required to estimate shaft uniformity and to detect possible shaft defects.~~
- ~~i) Review concrete placement records to identify possible causes of shaft integrity problems.~~
- ~~j) Evaluate problems encountered during construction, and coordinate with the Project Administrator and DGE to resolve such problems.~~

~~2) Piles:~~

- ~~a) Review Contractor's Pile Installation Plan and provide comments to the Senior Project Engineer and to the DGE within five (5) working days of the Contractor's submittal.~~
- ~~b) Perform Wave Equation Analysis for Piles (WEAP) to determine suitability of hammer driving system for the project. Provide results (check stresses, design capacity, and ultimate capacity) to the DGE within five (5) working days of the Contractor's submittal.~~
- ~~c) Ensure dynamic testing performed (per the contract documents and when deemed necessary by the DGE) during initial driving and re-drives.~~
- ~~d) When monitoring the test pile driving process, determine proper fuel settings, thickness of pile cushions and when they need changing. Record all pertinent information that is needed to determine the driving criteria such as jetting, preforming, pre-drilling, reference elevation, hammer serial number hammer cushion material and thickness, pile cushion material and thickness, etc. This information shall be provided to the DGE within 24 hours after the test pile driving process is completed. In most cases this~~

~~information will be requested immediately following test pile completion. Submit electronic Pile Driving Analyzer (PDA) files within 24 hours after the test pile is completed.~~

- ~~e) Ensure Case Pile Wave Equation Analysis (CAPWAP) is performed on test pile data for selected blows, using the latest version. At a minimum, CAPWAP shall be performed on initial drive data where required resistance is obtained below the minimum tip elevation and on set-check data (if any). If requested, the end of drive CAPWAP will be performed in the field upon completion of the drive, otherwise it shall be completed within 24 hours of driving the instrumented pile.~~
- ~~f) Analyze the test data and available soils data as required to establish production pile lengths and driving criteria. The analysis must include WEAP utilizing CAPWAP results, to determine the driving criteria that will correlate accurately with driving resistance, blows per foot, energy, stresses and capacity. Submit preliminary report(s) recommending production pile lengths and driving criteria to the DGE for approval within four (4) working days after the test pile program is completed, unless requested sooner. The preliminary report shall include CAPWAP and WEAP printed & plotted outputs, and all raw data obtained by the PDA and CAPWAP solutions on DVD or CD computer disks.~~
- ~~g) Furnish final written letters, signed and sealed, in the agreed format for production pile lengths and the driving criteria. The driving criteria letter must include blow count criteria, special requirements and limitations on settings (strokes/energy) to limit the stresses per the Specifications. Include recommendations as to what to consider firm driving when applicable, to obtain the required minimum penetration.~~
- ~~h) For projects with Embedded Data Collectors (EDCs), provide personnel proficient in operation of EDC monitoring equipment for data collection, interpretation and analysis. Utilize the most current version of Smart-Structures software along with antenna, workstation and stand. Provide qualified personnel capable of making accurate determination of pile acceptability in real time. Pack and submit the collected EDC data to the District Geotechnical office within 24 hours of driving each pile.~~

10.1 Construction Engineering and Inspection (CEI) Services:

A. General:

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies.

Seek input from the County Project Coordinator relating to all Supplemental Agreement requests. Supplemental Agreements must be determined to be in accordance with Florida law by the County prior to approval by the Consultant. For any Supplemental Agreement which exceeds the thresholds, prepare the

Supplemental Agreement as a recommendation to the County, which the County may accept, modify or reject upon review. Consult with the County Project Coordinator as necessary and direct all issues, which exceed delegated authority to the County Project Coordinator for action or direction.

Inform the County Project Coordinator of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

B. Survey Control:

Check the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to make and record measurements necessary to calculate and document quantities for pay items.

Any questions or requests for “Waiver of Survey” should be directed to the County Project Coordinator.

C. On-site Inspection:

Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. The County will monitor off-site activities and fabrication unless otherwise stipulated by this Agreement.

When applicable, perform underwater bridge construction inspections of bridges with permanently submerged structural members in compliance with FDOT CPAM Section 10.6, Underwater Bridge Construction Inspection.

Monitor and inspect Contractor’s Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the County’s procedures. Consultant employees performing such services shall be qualified in accordance with the County’s procedures.

D. Sampling and Testing:

Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the FDOT Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

The County will monitor the effectiveness of the Consultant's testing procedures through observation.

Sampling, testing and laboratory methods shall be as required by the County's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.

Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done.

E. Engineering Services:

Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the County for failure of such parties to follow written direction issued by the Consultant.

Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes.

- (1) Schedule and attend a meeting with the County Project Coordinator prior to the Pre-construction Conference. Schedule and conduct a meeting with the County Project Coordinator prior to the Pre-construction conference and another meeting prior to project final acceptance. The purpose of these meetings is to discuss the required documentation, including LAPIT, as-builts, and other documents necessary for compliance.
- (2) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the County's guidelines.
- (3) Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications.
- (4) Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.
- (5) Monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials

List. Facilitate coordination and communication between Utility Agency's representatives, County staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including County and State-owned facilities.

- (6) Identify, review, and track progress of Joint Project Agreements, and/or other County and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.
- (7) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the County to make timely payment to the Contractor.
- (8) Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with County procedures.
- (9) The County will be responsible for construction inspection of non-reimbursable items.
- (10) The County will provide Public Information Services.
- (11) Provide Public Information Services and be proactive in keeping the community aware of the status and traffic impacts of the referenced project. Prepare a monthly report to submit to the County's Public Information Office (PIO) for distribution. This report should include information for the public, elected officials and the media of any upcoming events, which will affect traffic flow. Produce and distribute all publications (letters, flyers, brochures and news releases) necessary for this contract. Prior to release, the County's PIO designee will approve all responses, letters, news releases and the like. Provide timely, professional responses to project inquiries including emails, telephone calls, etc. When required, coordinate general public information meetings, open houses, and community meetings as directed by the County's representatives.
- (12) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.
- (13) Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.

These photographs will be filed and maintained by the Consultant.

Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

Provide visual documentation of construction through the project. Photographic locations should be located at intervals such that the digital photographs collectively portray the majority of the visible surfaces on the Project. The digital photographs should be taken with a frequency designed to reveal changes in the progress of the Project, which can be compared to other project data including daily reports of construction and scheduling updates. Working photographic data files are to be supplied for everyday reference purposes and comprise copies of each original photographic data file, which have been processed to a reduced pixel and color resolution (size and clarity) for distribution via CD ROM and the Internet. The original photographic data files, working photographic data files and access and display system are to be distributed on CD ROM and portable hard disk media.

10.2 Resident Compliant Specialist (RCS) Services:

- A. Schedule and attend a meeting with the County Project Coordinator prior to the Pre-construction Conference. Schedule and conduct a meeting with the County Project Coordinator prior to the Pre-construction conference and another meeting prior to project final acceptance. The purpose of these meetings is to discuss the required documents necessary for compliance.
- B. Provide a Resident Compliance Specialist for surveillance of the Contractor's compliance with Construction Contract requirements. The Resident Compliance Specialist is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review; and assist the FDOT District Contract Compliance Manager as requested.
- C. The Resident Compliance Specialist shall perform field interviews, provide work space and supplies for project compliance files.
- D. Should a compliance issue arise on the County inspected portion the project, the Resident Compliant Specialist will take the lead on resolving the issue. The County shall work directly with the Resident Compliance Specialist to resolve the issue and shall provide any needed inspection documentation as requested by the Resident Compliance Specialist.

11.0 **PERSONNEL:**

11.1 **General Requirements:**

Provide qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. Method of compensation for personnel assigned to this project is outlined in Exhibit "B."

Unless otherwise agreed to by the County, the County will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator/Project Engineer, Contract Support Specialist and Assistant or Associate to any of these positions.

11.2 **Personnel Qualifications:**

Provide competent personnel qualified by experience and education. Submit in writing to the County Project Coordinator the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: salary, education, and experience. The personnel approval shall be submitted to the County Project Coordinator at least two weeks prior to the date an individual is to report to work.

Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the County. Staff that has been removed shall be replaced by the Consultant within one week of County notification.

Before the project begins, all project staff shall have a working knowledge of the current construction requirements and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the County and should occur as workload permits.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided all other requirements for such positions are met and the Consultant submits a training plan detailing when such qualifications/certifications and other training relative to the County's procedures, Specifications and Design Standards will be obtained. The District Construction Engineer or designee will have the final approval authority on such exceptions.

Complex Category Two (CC2) Bridge Structures: Bridge structures that are complex and require advanced designs and construction engineering and inspection. The following structures are classified as CC2 bridge structures:

- Concrete Post-Tensioned Segmental Box Girder (CPTS)

- Concrete Post-Tensioned Continuous Beam (CPTCB)
- Movable Bridges (MB)
- Post-tensioned Substructures (PTS)

CEI SENIOR PROJECT ENGINEER - A Civil Engineering degree and registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience [(two (2) years of which are in major road or bridge construction)] or [(five (5) of which are in major bridge construction) - for Complex Bridge Projects with the exception of PTS projects which require two (2) years of major bridge construction], or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with Department standards. Also must have the following:

QUALIFICATIONS:

Attend the CTQP Quality Control Manager course and pass the examination.

CERTIFICATIONS:

FDOT Advanced MOT

OTHER:

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

CEI PROJECT ADMINISTRATOR/PROJECT ENGINEER - A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

For CC2 bridge structures, a Civil Engineering degree and registered in the State of Florida as a professional engineer (or if registered in another state, have the ability to obtain registration in Florida within six (6) months) plus five (5) years general bridge construction experience, two (2) years of which must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope **or** for non-degreed and/or non-registered personnel eight (8) years of general bridge construction experience, (4) years of which must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. Additionally, a minimum of one (1) year of experience as the Project Administrator in primary control of the type of CC2 construction project for which CEI services are being provided by this scope. As an exception, only one (1) year of PTS bridge experience will be required for registered project administrators and two (2) years of PTS bridge experience for non-registered project administrators. Post-tensioning experience is not required for precast prestressed concrete flat slab superstructures but successful

completion of an FDOT accredited grouting and post-tensioning course is required. To be in primary control, a Project Administrator must have supervised two or more inspectors as well as two or more support staff (Office Manager, Compliance Officer, and Secretary) and must have been directly responsible for all CEI services assigned.

CPTS years of experience must have included a minimum of twelve (12) months experience in each of the following areas: (1) casting yard operations and related surveying; (2) segment erection and related surveying, post-tensioning (PT) of tendons and grouting of prestressing steel.

CPTCB years of experience must include monitoring of the following: girder erection, safe use of girder erection cranes, stabilization of girders after erection, false work for temporary girder support, and PT and grouting operations.

PTS years of experience must include monitoring of the following: installation of PT ducts and related hardware and post-tensioning and grouting of strands or be the level of experience that meets the criteria for CPTS or CPTCB bridges.

MB years of experience must have been in MB mechanical and/or electrical construction.

Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

QUALIFICATIONS:

CTQP Final Estimates Level II

CERTIFICATIONS:

FDOT Advanced MOT

OTHER:

Attend CTQP Quality Control Manager Course and pass the examination.

Attend a FDOT accredited post-tensioning training course and pass the examination (for post-tensioned CC2 projects)

Attend a FDOT accredited grouting training course and pass the examination (for post-tensioned CC2 projects)

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

CEI RESIDENT COMPLIANCE SPECIALIST - Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction project or two (2) years of assisting the compliance officer in monitoring the project. Should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluate data, and take appropriate action when necessary. Must attend all training

workshops or meetings for Resident Compliance Specialists as determined necessary.

CEI SENIOR INSPECTOR/SENIOR ENGINEER INTERN – High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection with the exception of Complex Category 2 (CC2) bridge structures or a Civil Engineering degree and one (1) year of road & bridge CEI experience with the ability to earn additional required qualifications within one year. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.)

For CC2 bridge structures, be a high school graduate or equivalent and have five (5) years of general bridge construction experience of which two (2) years must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. As an exception, only one (1) year of PTS bridge experience will be required. Additionally, a minimum of twelve (12) months of experience as the Senior Inspector in primary control of the type CC2 construction project for which CEI services are being provided by this scope. To be in primary control, a Senior Inspector must have supervised two or more inspectors and must have been directly responsible for all inspection requirements related to the construction operations assigned.

CPTS years of experience must have included a minimum of twelve (12) months of inspection experience in one or both of the following depending on which area the inspector is being approved for: (1) casting yard inspection; (2) erection inspection. In addition, two (2) years of geometry-control surveying experience is required for inspectors that perform or monitor geometry control surveying in a casting yard.

CPTCB years of experience must include monitoring and inspection of the following: girder erection, safe use of girder erection cranes, girder stabilization after erection, false work for temporary girder support, and PT and grouting operations.

PTS years of experience must include monitoring of the following: installation of PT ducts and related hardware and post-tensioning and grouting of strands or be the level of experience that meets the criteria for CPTS or CPTCB bridges.

MB years of experience must have included the inspection of MB mechanical components for machinery inspectors and MB electrical components/systems for electrical inspectors.

Must have the following as required by the scope of work for the project:

QUALIFICATIONS:

CTQP Concrete Field Technician Level I
CTQP Concrete Field Inspector Level II (Bridges)
CTQP Asphalt Roadway Level I
CTQP Asphalt Roadway Level II
CTQP Earthwork Construction Inspection Level I
CTQP Earthwork Construction Inspection Level II
CTQP Pile Driving Inspection

CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)
CTQP Grouting Technician Level I
CTQP Post-Tensioning Technician Level I
IMSA Traffic Signal Inspector Level I
CTQP Final Estimates Level I

CERTIFICATIONS:

FDOT Intermediate MOT
Nuclear Radiation Safety
IMSA Traffic Signal Inspector Level I

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

CEI INSPECTOR/ENGINEER INTERN - High school graduate or equivalent plus two (2) years' experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, or an Engineer Intern with a Civil Engineering degree (requires certificate) having the ability to earn the required qualifications and certifications within one year, plus demonstrated knowledge in the following:

Must have the following as required by the scope of work of the project:

QUALIFICATIONS:

CTQP Concrete Field Inspector Level I
CTQP Asphalt Roadway Level I
CTQP Earthwork Construction Inspection Level I
CTQP Pile Driving Inspection
CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)
IMSA Traffic Signal Inspector Level I
CTQP Final Estimates Level I

CERTIFICATIONS:

FDOT Intermediate MOT
Nuclear Radiation Safety
IMSA Traffic Signal Inspector Level I
Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress.

11.3 Staffing:

Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the County has received a regular acceptance letter.

Construction engineering and inspection forces will be required of the Consultant while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately.

In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

12.0 QUALITY ASSURANCE (QA) PROGRAM:

12.1 Quality Assurance Plan:

Within thirty (30) days after receiving award of an Agreement, furnish a QA Plan to the County Project Coordinator. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the County approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

A. Organization:

A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

B. Quality Assurance Reviews:

Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

C. Quality Assurance Records:

Outline the types of records which will be generated and maintained during the execution of the QA program.

D. Control of Subconsultants and Vendors:

Detail the methods used to control subconsultant and vendor quality.

E. Quality Assurance Certification:

An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with County/FDOT specifications, plans, standard indexes, and County procedures.

12.2 Quality Assurance Reviews:

Conduct semi-annual Quality Assurance Reviews to ensure compliance with the requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the County Project Coordinator in written form no later than one (1) month after the review.

On short duration CCEI projects (nine (9) months or less), the CCEI shall perform an initial QA review within the first two (2) months of the start of construction.

On asphalt projects, the CCEI shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CCEI staff.

12.3 Quality Records:

Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to the County, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

13.0 CERTIFICATION OF FINAL DOCUMENTS:

Prepare documentation and records in compliance with the Agreement and County Procedures.

Certify and submit one (1) set of final "as-built plans" documenting the Contractor's work.

At the Consultant's final pay request from the County, the Consultant shall supply one (1) CR/DVD of all files, in original format, associated with the project. The CD/DVD must be accepted by the County prior to final payout.

14.0 AGREEMENT MANAGEMENT:

14.1 General:

With each monthly invoice submittal, the Consultant will provide a Status Report for the Agreement. This report will provide an accounting of the additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant.

14.2 Invoicing Instructions:

Monthly invoices shall be submitted to the County in a format and distribution schedule defined by the County, no later than the 25th day of the following month.

If the monthly invoice cannot be submitted on time, notify the County prior to the due date stating the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer shall notify the County Project Coordinator via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

All invoices shall be submitted to the County in electronic format in accordance with County procedures.

All charges to the individual project will end no later than thirty (30) calendar days following final acceptance; or where all items of work are complete and conditional/partial acceptance is issued; unless authorized in writing by the County.

A Final Invoice will be submitted to the County no later than the 60th day following Final Acceptance of the individual project or as requested by the County.

15.0 OTHER SERVICES:

Upon written request, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the County to supplement the Consultant services under this Agreement.

- A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.
- C. Provide inspection services in addition to those provided for in this Agreement.
- D. Provide services determined necessary for the successful completion and closure of the Construction Contract.

16.0 POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

17.0 CONTRADICTIONS:

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

18.0 THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

19.0 CONTRACT AUTHORITY

FDOT shall be the final authority in considering modifications to the LAP Agreement and/or Supplemental Agreement for time and money. The County shall have all other authority over the Consultant of this Contract.

20.0 FDOT PRE-QUALIFICATION

FDOT Work Types:

- 10.1 Roadway Construction Engineering Inspection
- 10.3 Construction Materials Inspection