

EXHIBIT "A"

**CONSTRUCTION ENGINEERING AND INSPECTION
SCOPE OF SERVICES**

FOR

CENTRAL FLORIDA COMMUTER RAIL TRANSIT

Financial Project ID(s):

412994-3

412994-4

423446-2

423446-3

423446-8

This CEI contract is contingent upon execution of the all CSX agreements, (issuance of the Design Build Notice to Proceed for Construction); approval of the Full Funding Grant Agreement from the Federal Transit Administration; and approval of budget and appropriation of funds by the Florida Legislature and Governor.

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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.

2.0 SCOPE:

The Consultant shall be responsible for providing services as defined in this Scope of Services, the referenced Department manuals, and procedures.

The projects for which the services are required are:

Financial Project IDs:	412994-4
Description:	Central Florida Commuter Rail Transit From Ft. Florida Road to Sand Lake Road Civil, Systems, and Track Work
County:	Volusia, Seminole, Orange
Financial Project IDs:	412994-3
Description:	Central Florida Commuter Rail Transit Stations
County:	Volusia, Seminole, Orange
Financial Project IDs:	423446-2
Description:	Central Florida Commuter Rail Transit Long Lead Item Procurement – Rail
County:	Volusia, Seminole, Orange
Financial Project IDs:	423446-3
Description:	Central Florida Commuter Rail Transit Long Lead Item Procurement – Ties
County:	Volusia, Seminole, Orange
Financial Project IDs:	423446-8
Description:	Central Florida Commuter Rail Transit Long Lead Item Procurement – Ticket Vending Machines (TVM)
County:	Volusia, Seminole, Orange

The Consultant shall exercise their independent professional judgment in performing their obligations and responsibilities under this Agreement. Pursuant to Section 4.1.4 of the Construction Project Administration Manual (CPAM), the authority of the Consultant's lead person, such as the Senior Project Engineer, and the Consultant's Project Administrator shall be identical to the Department's Resident Engineer and Project Administrator respectively and shall be interpreted as such.

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Services provided by the Consultant shall comply with Department manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the Department. Such Department manuals, procedures, and memorandums are found at the State Construction Office's website.

The Consultants shall fully understand and enforce the provisions of the following documents:

- (1) American Rail Engineering Maintenance of Way Agreement (AREMA)
- (2) Applicable FRA Regulations
- (3) Applicable FTA Full Funding Grant Agreement (FFGA) Requirements. This document will be provided when available.
- (4) Central Florida Operating and Management Agreement between FDOT and CSX Transportation
- (5) CFCRT Safety and Security Management Plan
- (6) Contract for Sale and Purchase between FDOT and CSX Transportation
- (7) CSX Transportation Safety Rules
- (8) Design Build Request for Proposal (RFP)
- (9) Design Criteria
- (10) Environmental Resource Permit (ERP)
- (11) Maintenance of Way Requirements
- (12) Procurement Documents for Long Lead Items (Ties, Rail and Ticket Vending Machines). This document will be provided when available.
- (13) Risk Mitigation Plan
- (14) Safety and Security Availability Requirements
- (15) Safety and Security Certification Plans
- (16) Safety Integration Plan
- (17) Signal and Route Aspect Chart
- (18) Transition Agreement between FDOT and CSX Transportation
- (19) Other CFCRT Related Agreements

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

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Other projects developing within geographical area of Volusia, Seminole, Orange, Osceola counties may be added at the Department’s discretion. The Consultant must perform to the satisfaction of the Department’s representatives for consideration of additional CEI services.

3.0 LENGTH OF SERVICE:

The Consultant’s services for each Construction Contract shall begin upon written notification to proceed by Department.

The Consultant Senior Project Engineer will 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 Department has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, the Consultant shall coordinate closely with the Department 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 Contract.

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

Construction Contract Estimate			
Financial Project ID	Letting Date (Mo/Day/Yr)	Start Date (Mo/Day/Yr)	Duration (Days)
412994-4	02/23/09	07/01/09	xxx
412994-3	07/01/09	10/1/09	xxx
423446-2	04/23/09	09/30/09	xxx
423446-3	04/23/09	09/30/09	xxx
423446-8	05/18/09	05/21/09	xxx

4.0 DEFINITIONS:

- A. Agreement: The Professional Services Agreement between the Department 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. Central Florida Rail Corridor (CFRC): is the 62-mile rail corridor from DeLand, Florida to Poinciana Industrial Park in Osceola County, Florida also known as the CSXT “A” Line. Also know as Central Florida Commuter Rail Transit (CFCRT).
- C. Chief Operating Officer (COO) means the occupant of that position at the Department or designated by the Department, responsible for management and oversight of the Department’s railroad operations and maintenance.
- D. Safety and Security Administrator: means the occupant of that position at the Department or designated by the Department, responsible for the day-to-day management of the rail corridor safety and security.

- E. Construction Contract: The written agreement between the Department 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.
- F. Construction Project Manager: The Department employee assigned to manage the Construction Engineering and Inspection Contract and represent the Department during the performance of the services covered under this Agreement.
- G. Construction Training/Qualification Program (CTQP): The Department program for training and qualifying technicians in Aggregates, Concrete, Earthwork, and Asphalt. The University of Florida Transportation Research Center (TRC) administers this program. Program information is available at CTQP website.
- H. 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.
- I. 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.
- J. Consultant: The Consulting firm under contract to the Department for administration of Construction Engineering and Inspection services.
- K. Contractor: The individual, firm, or company contracting with the Department for performance of work or furnishing of materials.
- L. District Construction Engineer: The administrative head of the District's Construction Offices.
- M. District Consultant CEI Manager: The Department employee assigned to administer the Construction Engineering and Inspection Program in the District.
- N. District Contract Compliance Manager: The administrative head of the District Contract Compliance Office.
- O. District Director of Transportation Operations: The Director of Construction, Maintenance, Traffic Operations, Materials, and Safety.
- P. District Final Estimates Manager: The administrative head of the District Final Estimates Office.
- Q. District Professional Services Administrator: The Administrative Head of the Professional Services Office.
- R. District Secretary: The Chief Executive Officer in each of the Department's eight (8) Districts.

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- S. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.
- T. Federal Railroad Administration (FRA) means the Federal Railroad Administration.
- U. Federal Transit Administration (FTA) means the Federal Transit Administration; formerly the Urban Mass Transit Administration
- V. Operations Engineer: The Engineer assigned to a particular County or area to administer Construction and Maintenance Contracts for the Department.
- W. Project Management Consultant (PMC) The Department's consultant providing support on the project and coordination with FTA and the PMOC.
- X. Project Management Oversight Consultant (PMOC) The FTA's consultant overseeing the project.
- Y. Public Information Office: The Department's office assigned to manage the Public Information Program.
- Z. Quality Assurance Program Plan (QAPP) The Department's Quality Assurance Plan for the project.
- AA. Resident Compliance Specialist: The employee assigned by the -Department to oversee project specific compliance functions.
- BB. Resident Engineer: The Engineer assigned to a particular County or area to administer Construction Contracts for the Department.

5.0 ITEMS TO BE FURNISHED BY THE DEPARTMENT TO CONSULTANT:

- A. The Department, on as needed basis, will furnish the following Construction Contract documents for the stations project. These documents may be provided in either paper or electronic format.
 - 1. Construction Plans,
 - 2. Special Provisions,
 - 3. Copy of the Executed Construction Contract, and
 - 4. Utility Agency's Approved Material List (if applicable).
 - 5. Rail related documents identified in Section 2.0
 - 6. Documents for the Design-Build contract will be provided as they become available from the Design-Build firm.
- B. The Department will allow connection to the FDOT Network by the Consultant through either dialup communications, authorized Virtual Private Network (VPN) or

approved leased lines. Appropriate approvals must be received from the Department prior to their use.

- C. The Department will furnish, install, and support the software packages for SiteManager.

6.0 ITEMS FURNISHED BY THE CONSULTANT:

6.1 Department Documents:

All applicable Department documents referenced herein shall be a condition of this Agreement. All Department documents, directives, procedures, and standard forms are available through the Department's Internet website. Most items can be purchased through the following address. All others can be acquired through the District Office or on-line at Department's website.

Florida Department of Transportation
Maps and Publication Sales
605 Suwannee Street, MS 12
Tallahassee, Florida 32399-0450
Telephone No. (850) 488-9220

6.2 Office Automation:

The Consultant shall provide and have available all software and hardware necessary to perform the requirements of this contract.

The Consultant shall comply with the Department's Information Technology Resource Standards. The Consultant will obtain FDOT user ids as appropriate and maintain current passwords.

The Consultant shall provide each inspection staff with a laptop computer capable of running SiteManager application through Citrix connection using a mobile broadband connection at the jobsite.

All computer coding shall be input by Consultant personnel using equipment furnished by them.

Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall remain at all times with the Consultant. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.

6.3 Field Office:

Engineer's Field Office will be included in the Construction Contract as a per day pay item. The Contractor shall obtain all necessary permits for setting up the field office and making connections to city, county or local facilities and the cost of such permits shall be included in the pay item for construction field office. The field office will be furnished and will meet the requirements of the Construction Contract.

Routine expenses, other than those that are the responsibility of the Contractor, for operation of the office, such as stamps, postage costs, custodial fees, telephone service, etc., will be the responsibility of the Consultant and will be compensated by the Department.

6.4 Vehicles:

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.

6.5 Field Equipment:

The Consultant shall supply survey, inspection and testing equipment, essential in order to carry out the work under this Agreement. Such equipment includes those non-consumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement.

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.

The Consultant's handling of nuclear density gauges shall be in compliance with their license.

The Consultant shall 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.

6.6 Safety Rules

The Consultant shall follow all safety rules and requirements as required by the Department. The Consultant shall provide Roadway Worker Protection training and certification for its employees in accordance with the Department's Roadway Worker Protection Program.

6.7 Licensing for Equipment Operations:

The Consultant will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. The Consultant shall make the license and supporting documents available to the Department for verification, upon request.

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

7.0 LIAISON:

The Consultant shall keep the Construction Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement, and seek input from the Construction Project Manager in order for the Construction Project Manager to oversee the Consultant's performance.

Agreement administrative duties relating to Invoice Approval Requests, Personnel Approval Requests, User ID Requests, Time Extension Requests, and Supplemental Amendment Requests shall be reviewed and approved by the Construction Project Manager.

The Consultant shall cooperate with the Chief Operating Officer and the Safety and Security Administrator and their staffs.

8.0 PERFORMANCE OF THE CONSULTANT:

During the term of this Agreement and all supplements thereof, the Department will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. The Consultant shall cooperate and assist Department representatives in conducting the reviews. If deficiencies are indicated, the Consultant shall implement remedial action immediately upon the approval of the Construction Project Manager. Department recommendations and Consultant responses/actions are to be properly documented by the Senior Project Engineer. 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. Replace personnel whose performance has been determined by the Department to be inadequate. Personnel whose performance has been determined to be unsatisfactory shall be removed immediately.
- 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.

9.0 REQUIREMENTS:

9.1 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.

The Consultant shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the Department, and direct the Contractor to correct such observed discrepancies.

Pursuant to Section 337.11(8)(a), Florida Statutes, the Consultant is hereby designated by the Secretary of the Department to negotiate and approve Supplemental Agreements within the thresholds established in the CPAM. However, the Consultant must seek input from the Construction Project Manager. All such Supplemental Agreements must be determined to be in accordance with Florida law by the Department prior to approval by the Consultant. For any Supplemental Agreement, which exceeds the thresholds, the Consultant shall prepare the Supplemental Agreement as a recommendation to the Department, which the Department may accept, modify or reject upon review. The Consultant shall consult with the Construction Project Manager, as it deems necessary and shall direct all issues, which exceed its delegated authority to the Construction Project Manager for Department action or direction.

The Consultant shall advise the Construction Project Manager 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. Work provided by the Consultant shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

9.2 Major Construction Task:

The Consultant will serve as the FDOT Representatives in the field. The primary function is to supplement FDOT staff. The major construction tasks of the Consultant include, but are not limited to, the following:

- (1) Perform Quality Assurance monitoring, and surveillances of the Construction Contractors activities to assure compliance with the design criteria and appropriate codes and requirements and the Construction Contractors Project QA/QC Plan;
- (2) Perform Quality Assurance Audits;
- (3) Review construction document transmittals, i.e. shop drawings, Requests for Information, Requests for Change Orders, etc., submitted by the Construction Contractors prior to incorporation into the work;
- (4) Attend regular progress review meetings with the Construction Contractors to ascertain job progress and identify and resolve problems;
- (5) Review the Construction Contractors' cost-loaded schedule initially and monthly prior to recommending payment of monthly invoices;
- (6) Review monthly Construction Contractors' invoices and recommend payment;
- (7) Respond to all of the Construction Contractors' Requests for Information;
- (8) Negotiate all changes with the Construction Contractors and perform an Engineer's Estimate prior to such negotiations;

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- (9) Maintain an accurate and current record of daily construction progress. Such record shall include daily reports, Resident Engineer's diary, use of photographs, minutes of all meetings and correspondence files;
- (10) Maintain shop drawings logs, tracking the date submitted by the Construction Contractors, date returned to the Construction Contractors, and disposition code;
- (11) Process plans and shop drawings submittals from the Design-Build firm in a timely manner, and stamp acceptable documents "Released For Construction"
- (12) Maintain Request for Information Logs and Request for Change Order Logs, tracking the data submitted by the Construction Contractors and date returned to the Construction Contractors;
- (13) Respond to every notice of potential claim received from the Construction Contractors and take all steps necessary to mitigate delays and damages;
- (14) Analyze all of the Construction Contractors' claims and make recommendations to FDOT as to possible resolutions;
- (15) Review remedial or additional designs as may be necessary to resolve conflicts or problems arising out of the work;
- (16) Collect all Quality Assurance records including *As-Built* drawings, test reports, deviation reports, operation and maintenance manual. *As-Built* drawings (final revisions) shall be supplied by the Construction Contractors based on the as built conditions.
- (17) Assists the PMC with preparing reports for FRA and FTA.
- (18) Coordinate activities with the COO. Assists the COO with processing contract supplemental agreements.
- (19) The COO is responsible for overseeing the maintenance inspections activities. The CEI shall assist when necessary.
- (20) Monitor and Support Contractor's Extended Curfews and track and signal outages.
- (21) Monitor and coordinate system startup testing and commissioning.
- (22) Monitor Contractor's Roadway Worker Protection Program (RWP).
- (23) Accept delivery of long lead procurement items and ensure compliance with the procurement documents. Monitor and inspect the installation of the TVMs in accordance with the procurement documents.
- (24) Report, collect, and track data as required by the transition agreement.

(25) Monitor off-site activities and fabrication as needed.

9.3 Survey Control:

The Consultant shall check or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) make and record such measurements as are necessary to calculate and document quantities for pay items, (2) make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys. The District Final Estimates Manager and the Senior Project Engineer will establish the specific survey requirements for each project prior to construction.

Any questions or requests for “Waiver of Survey” should be directed to the District Final Estimates Manager.

9.4 On-site Inspection:

The Consultant shall 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. The Department will monitor off-site activities and fabrication, the Consultant may be asked to assist as needed. The Consultant shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

Consultant shall be responsible for monitoring and inspection of Contractor’s Work Zone Traffic Control Plan and review of modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the Department’s procedures. Consultant employees performing such services shall be qualified in accordance with the Department’s procedure.

9.5 Sampling and Testing:

The Consultant shall 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 Department's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, the Consultant shall provide daily surveillance of the Contractor's Quality Control activities at the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance.

The Department will perform inspection and sampling of materials and components at locations remote from the vicinity of the project and the Department will perform testing of materials normally done in a laboratory remote from the project site.

The Consultant shall be specifically responsible for job control samples determining 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 Department will monitor the effectiveness of the Consultant's testing procedures through surveillance and obtaining and testing independent assurance samples.

Sampling, testing and laboratory methods shall be as required by the Department'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 to responsible parties during the same week that the construction work is done.

The Consultant shall be responsible for transporting samples to be tested in a Department laboratory to the appropriate laboratory or appropriate local FDOT facility.

The Consultant will input verification testing information and data into the Department's database. Designated Consultant personnel will be provided written instructions from the Department for performing this task.

9.6 Engineering Services:

The Consultant shall 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 Department for failure of such parties to follow written direction issued by the Consultant.

Services include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract, maintaining complete, accurate records of all activities and events relating to the project, and properly documenting all significant project changes. The Consultant shall perform the following services:

- (1) Schedule and attend, within ten (10) days after the Notice to Proceed, a pre-service conference for the project in accordance with Department's procedure. The Consultant shall provide appropriate staff to attend and participate in the pre-service meeting.

The Consultant shall record a complete and concise record of the proceedings of the pre-service meeting and distribute copies of this summary to the participants and other interested parties within seven (7) days. The Consultant shall submit Action Request packages for Personnel Approval for immediate staff needs and a copy/computer file of the final negotiated staffing to the Construction Project Manager, either at this meeting or within seven (7) days.

- (2) Schedule and attend, within ten (10) days after the Notice to Proceed, a Final Estimate informational meeting with the District Construction Final

Estimates Office. The Consultant shall provide appropriate staff to attend and participate in this meeting.

- (3) Prepare and submit to the Construction Project Manager for approval, within thirty (30) days after the pre-service meeting, the FDOT Computer Security Access Request for use of FDOT Data Center Facilities and access to the Department's computer systems.
- (4) Schedule within ten (10) days after the Notice to Proceed, a date to attend SiteManager/EDMS informational meeting with the District Construction Office. The Consultant shall provide appropriate staff to attend and participate in this meeting.

Provide personnel proficient in the use of computers and scanner operation to input construction documents into an EDMS. This will require familiarity with the documents and guidelines, posted on the Department's website for EDMS. Duties will include scanning, attributing and retrieving documents that are to be archived electronically.

- (5) The Consultant shall schedule and conduct a meeting with the District Construction Environmental Liaison within ten (10) days after the Notice to Proceed and another meeting at least forty five (45) calendar days prior to project final acceptance. The purpose of the meetings is to discuss the required documentation, including as-builts, necessary for permit(s) compliance.
- (6) 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 Storm water, 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 guidelines developed by Department.
- (7) Analyze problems that arise on a project and proposals submitted by the Contractor, work to resolve such issues, and process the necessary paperwork.
- (8) 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 Department to make timely payment to the Contractor.
- (9) Prepare and make presentations before the Dispute Review Boards in connection with the project covered by this Agreement.

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- (10) The Department will provide the functions of the Resident Compliance Specialist. The Consultant shall perform the field interviews, provide work space and supplies for project compliance files.
- (11) The Department will provide Public Information Services.
- (12) Prepare and submit to the Construction Project Manager monthly, a Construction Status Reporting System (CSRS) report, in a format to be provided by the Department.
- (13) 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.
- (14) The Consultant shall have 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 on the Consultant's computer. Copies of photographs will be electronically transferred to the CPM at an interval determined by the Senior Project Engineer and the Construction Project Manager.

The taking of the photographs shall begin prior to the start of construction and continue regularly throughout this project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

The Consultant shall take and submit six aerial photographs per mile prior to the commencement of construction, and bi-monthly thereafter, depicting job progress. Photographs shall be clean, sharp, and clearly show details. Each frame shall allow for a 15% to 25% overlap. The shutter speed should be such that all motion is eliminated. Aerial company shall preserve negatives for at least three years from final acceptance of the project. The name and date of the company that performed the work shall be on the back of all photographs. The photographs shall be reviewed by the Construction Project Manager.

9.7 Utility Coordination:

The Design/Build Firm will coordinate all utility relocations for the Design/Build contract.

It shall be the responsibility of the Consultant to monitor utility coordination such that it is in reasonable conformance to Plans and Department's standards, policies, procedures, and design criteria. The Department's Standards, policies, procedures, and design criteria are contained in the current adopted Design Standards, Standard Specifications for Road and Bridge Construction, Rule 14-

46.001 (Utility Accommodation Manual), Utility User's Guide, and any Supplemental Specification, Provision, or Agreement.

The Consultant may employ more than one individual or utility engineering consultant to provide utility coordination. However, the Consultant shall employ and identify a single full time dedicated person responsible for managing all utility coordination. This person shall be contractually referred to as the Utility Coordinator and shall be identified in the Consultant's proposal.

The Utility Coordinator shall be responsible for, but not limited to, the following:

- (1) Making sure Utility Coordination is conducted in accordance to the Department's standards, policies, procedures, and design criteria.
- (2) Scheduling utility meetings, keeping and distribution of minutes of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
- (3) Distributing all plans, conflict matrixes and changes to affected utility owners and making sure this information is properly coordinated.
- (4) Identifying and coordinating the completion of any Department or utility owner agreement that is required for reimbursement, or accommodation of the utility facilities associated with the construction project.
- (5) Assisting the Engineer of Record and the Contractor with resolving utility conflicts.
- (6) Reviewing of all Utility Work Schedules.
- (7) Handling reimbursable issues inclusive of betterment and salvage determination.

10.0 PERSONNEL:

10.1 General Requirements:

The Consultant shall staff the project with the 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 by the Department, the Department will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrators, Rail Safety Coordinator, Environmental Specialist, Contract Support Specialist and Associate Contract Support Specialist.

10.2 Roadway Worker Training:

Federal Railroad Administration (FRA) Regulation Title 49 C.F.R., Part 214 *Roadway Worker Protection* and FDOT Policy require that all independent contractors and their employees who meet the definition of roadway workers on

railroad property must receive annual *On-Track Safety Training*. A roadway worker is anyone whose duties include inspection, construction, maintenance or repair of: track, bridges, roadway, signal and communications systems, electrical traction systems, roadway facilities or roadway maintenance machinery . . . *on or near track or with the potential for fouling track*. FDOT Policy states that you must have this training if you will be on or near track, *within 25' from the outside of the rail* or with the potential for fouling track.

10.3 Personnel Qualifications:

The Consultant shall utilize only competent personnel, qualified by experience, and education. The Consultant shall submit in writing to the Construction Project Manager 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 Consultant Action Request form for personnel approval shall be submitted to the Construction Project Manager 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 Department. Staff that has been removed shall be replaced by the Consultant within one week of Department notification.

Before the project begins, all project staff shall have a working knowledge of the current CPAM and must possess all the necessary qualifications/certifications for obtaining 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 Department and should occur as workload permits. Visit the training page on the State Construction Office website for training dates.

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 CTQP qualifications/certifications provided, all other requirements for such positions are met and the Consultant submits a training plan detailing when such qualifications/certifications will be obtained and other training to familiarize with Department's procedures, Specifications and Design Standards. The District Construction Engineer or designee will have the final approval authority on such exceptions.

The Consultant shall have the flexibility to structure their staffing in a manner necessary to efficiently and effectively carry out its responsibilities under this Agreement.

Although the Consultant has the staffing flexibility, it is required that the Consultant team be headed by a Senior Project Engineer meeting the qualifications set forth below.

SENIOR PROJECT ENGINEER - A Civil Engineer degree and be 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 more than ten (10) years of construction engineering experience in responsible positions for major road and/or railway projects (track, signals, bridges, yards) of this magnitude, or for non-degreed personnel the aforementioned registration and fifteen (15) years of construction engineering experience in responsible positions for major road and/or railway projects (track, signals, bridges, yards) of this magnitude. Requires 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:

Qualification:

- FDOT Advanced MOT
- Attend the CTQP Quality Control Manager course and pass the examination.

Certifications:

None

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

CIVIL-PROJECT ADMINISTRATOR - A Civil Engineering degree plus ten (10) years of engineering experience in construction, five (5) years of which as a CEI Project Administrator for FDOT construction, or for non-degreed personnel fifteen (15) years of responsible and related construction engineering experience, five (5) years of which as a CEI Project Administrator for a FDOT construction. Previous experience with building construction is a plus.

Requires the ability to communicate effectively in English (verbally and in writing); 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:

- Previous experience is required in the following:
 - Administer, monitor, and inspect FDOT construction contracts.
 - Process Supplemental Agreements, Work Orders, Time Extensions for FDOT construction contracts.
 - Review and accept FDOT contractor schedule using Primavera software.

Certifications:

Financial Project ID (s): 412994-3, 412994-4, 423446-2, 423446-3, 423446-8

- FDOT Intermediate MOT
- CTQP Final Estimates Level II

Other:

Attend CTQP Quality Control Manager Course and pass the examination.

SIGNAL SYSTEMS - PROJECT ADMINISTRATOR – An Electrical Engineering degree plus ten (10) years of engineering experience in Railroad Signal Systems Construction (four (4) years of which are in a major commuter rail project), or for non-degreed personnel fifteen (15) years of responsible Railroad Signal Construction or Signal Engineering experience (four (4) years of which are in a major commuter rail project).

Requires 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:

Previous experience is required in the following:

- Design, construction, testing, installation, and maintenance of Centralized Traffic Control Systems (CTC), Highway-Rail Grade Crossing Warning Systems, ATCS Communications Systems, CTC Dispatch Systems.
- Applicable Federal laws and regulations pertaining to railroad signal systems and highway-rail grade crossing warning systems.
- Review and verification of CTC signal systems, highway-rail grade crossing and communications systems design and engineering.
- Performing independent on-site inspections during construction of all wayside signal, train control, communications, dispatch center and highway-rail crossing warning systems to ensure that they are properly installed, tested, operated, and maintained.

Certifications:

FDOT Intermediate MOT

TRACK WORK - PROJECT ADMINISTRATOR – A Civil Engineering degree plus ten (10) years of engineering experience in construction of major railroad construction project (four (4) years of which are in a major commuter rail project), or for non-degreed personnel fifteen (15) years of responsible railroad track construction experience (four (4) years of which are in a major commuter rail project).

Requires 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

Previous experience is required in the following:

- Design, construction, and maintenance of Class IV or above track.
- Applicable Federal laws and regulations pertaining to track construction and maintenance.
- Review and verification of track design and engineering.
- Performing independent on-site inspections during construction of all track structures to ensure that they are properly installed, tested, and maintained.

Certifications

- Qualified Track Inspector as defined by the Federal Railroad Administration - 49 CFR Part 213.305 (a), (b), and (c).
- FDOT Intermediate MOT

RAIL SAFETY COORDINATOR – A college degree and five (5) years of rail safety experience or a non-degreed person with eight (8) years of relevant experience working in the rail construction safety field. Two years of which have been spent in rail training and safety inspection.

Provide RWP training to CEI staff. Support the FDOT Safety and Security Administrator with safety oversight of the construction activities. Participate in safety audits with other project safety professionals. Coordinate with Chief Operating Officer and its staff on safety, security, and maintenance activities. Must be available when construction activities are occurring.

Certifications:

Qualified or able to obtain qualification on RWP Rules as defined by the Federal Railroad Administration – applicable parts of 49 CFR Part 214.

CONTRACT SUPPORT SPECIALIST - A High School diploma or equivalent and four (4) years of road & bridge construction engineering inspection (CEI) experience having performed/assisted in project related duties (i.e., CQR/LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering Degree. Should exercise independent judgment in planning work details and making technical decisions related to the office aspects of the project. Should be familiar with the Department's Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties. Shall become proficient in Multi-Line and Engineering Menu.

Qualifications:

CTQP Final Estimates Level II

ASSOCIATE CONTRACT SUPPORT SPECIALIST - High school graduate or equivalent plus three (3) years of secretarial and/or clerical experience including two (2) years experience in construction office management having performed project related duties (i.e., CQR, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.). Ability to type at a rate of 35 correct, words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Assists the Project Administrator in office related duties (i.e., CQR, progress, and final estimates, EEO compliance, Processing Construction Contract changes, etc.) Project specific. Work under the general supervision of the Senior Project Engineer and staff.

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 roadway, bridge and facility construction inspection.

Must have the following:

Qualifications:

CTQP Concrete Field Inspector Level I

CTQP Concrete Transportation Construction Inspector (CTCI) Level II (all bridges)

CTQP Asphalt Roadway Level I (If applicable)

CTQP Asphalt Roadway Level II (If applicable)

CTQP Earthwork Construction Inspection Level I

CTQP Earthwork Construction Inspection Level II

CTQP Pile Driving Inspection (If applicable)

CTQP Drilled Shaft Inspection (If applicable – 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 (If applicable)

CTQP Post-Tensioning Technician Level I (If applicable)

FDOT Intermediate MOT

CTQP Final Estimates Level I

Certifications:

Nuclear Radiation Safety

SSPC course: C-3 Supervisor/Competent Person Training for Deleading of Industrial Structures (If applicable)

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.)

Financial Project ID (s): 412994-3, 412994-4, 423446-2, 423446-3, 423446-8

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.

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, plus the following:

Qualifications:

CTQP Concrete Field Inspector Level I

CTQP Asphalt Roadway Level I (If applicable)

CTQP Earthwork Construction Inspection Level I

CTQP Pile Driving Inspection (If applicable)

CTQP Drilled Shaft Inspection (If applicable– required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)

CTQP Final Estimates Level I

Certifications:

Nuclear Radiation Safety

Or a Civil Engineering degree with the ability to earn additional required qualifications within one year. (Note: Engineer Intern classification requires E.I.T. certificate.)

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. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

SIGNAL SYSTEMS SENIOR INSPECTOR/SIGNAL SYSTEM SENIOR INSPECTOR INTERN – An Electrical Engineering degree plus four (4) years of engineering experience in Railroad Signal Systems Construction (two (2) years of which are in a major commuter rail project), or for non-degreed personnel eight (8) years of responsible Railroad Signal Construction (two (2) years of which are in a major commuter rail project).

Qualifications include the ability to communicate effectively in English (verbally and in writing); receives specific tasks and instructions and performs verifications and inspections of signal systems including communications, wayside signal, highway–rail grade crossing systems for conformance with Department standards. Also must have the following:

Qualifications:

Previous experience is required in the following:

Financial Project ID (s): 412994-3, 412994-4, 423446-2, 423446-3, 423446-8

- Construction, testing, installation, and maintenance of Centralized Traffic Control Systems (CTC/TCS), Highway-Rail Grade Crossing Warning Systems, ATCS Communications Systems, CTC/TCS Dispatch Systems.
- Applicable Federal laws and regulations pertaining to railroad signal systems and highway-rail grade crossing warning systems.
- Performing independent on-site inspections during construction of all wayside signal, train control, communications, dispatch center and highway-rail crossing warning systems to ensure that they are properly installed, tested, operated, and maintained.

Certifications:

- None

TRACKWORK SENIOR INSPECTOR/TRACKWORK SENIOR

INSPECTOR INTERN – A Civil Engineering degree plus four (4) years of engineering experience in construction of major railroad construction project, (two (2) years of which are in a major commuter rail project), or for non-degreed personnel eight (8) years of responsible railroad track construction experience (two (2) years of which are in a major commuter rail project).

Qualifications include the ability to communicate effectively in English (verbally and in writing); receives specific tasks and instructions and performs verifications and inspections of all portions of the track structure, switches, and roadways for conformance with Department standards.

Qualifications

Previous experience is required in the following:

- Construction, and maintenance of Class IV or above track.
- Applicable Federal laws and regulations pertaining to track construction and maintenance.
- Performing independent on-site inspections during construction of all track structures to ensure that they are properly installed, tested, and maintained.

Certifications

- Qualified Track Inspector as defined by the Federal Railroad Administration - 49 CFR Part 213.305 (a), (b), and (c).

BUILDING INSPECTOR/STRUCTURAL The qualifying credentials for this position requires 8 years of accredited work history, demonstrating extensive hands-on experience within the trades on major building construction projects, in responsible charge of construction inspection activities.

This candidate is required to have general overall comprehension of all disciplines relative to the broad scope of the Project. This position is responsible to insure that all work performed by the Contractor meets or exceeds the

requirements of the Contract Documents and the Contractor's execution of the work is in accordance with accepted industry practices. Must be fully knowledgeable of the applicable Building Codes and Local Ordinances.

INSPECTORS AIDE - High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors.

SECRETARY/CLERK TYPIST - High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and their staff.

ENVIRONMENTAL SPECIALIST - A bachelors degree with a major in one of the physical or natural sciences or engineering and two (2) years of professional experience in environmental protection, regulation or health; one of the physical or natural sciences; or engineering; or a Masters degree in one of the physical or natural sciences or engineering and one (1) year of professional experience described above; or a Doctorate degree in one of the physical or natural sciences or engineering or one (1) year of experience as an Environmental Specialist I with the State Of Florida. Receives general instruction regarding assignments and is expected to exercise initiative, and independent judgment in the solution of work problems. Must have knowledge of the terminology, principles, data collection, and analytical techniques and procedures of the physical or natural sciences. Also must have ability to collect, evaluate, analyze, and interpret scientific or technical data.

UTILITY COORDINATOR - High school graduate or equivalent and be knowledgeable of Department's Standards, policies, procedures, and agreements and shall have a minimum of 4 years of experience performing utility coordination in accordance with Department's Standards, policies, procedures, and agreements.

SENIOR ITS INSPECTOR - High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in ITS construction inspection, plus the following:

Qualifications:

Fiber Installation Inspection and OTDR Fiber Testing
DMS Operation and Testing
Controller Operation and Testing
CCTV Installation, Operation and Testing
Familiarity with Existing Communication Equipment and Switches

Certifications:

IMSA Level II

or a Civil Engineering degree and one (1) year of ITS CEI experience.

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.

ITS INSPECTOR - High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in ITS construction inspection, plus the following:

Qualifications:

Fiber Installation Inspection and OTDR Fiber Testing
DMS Operation and Testing
Controller Operation and Testing
CCTV Installation, Operation and Testing
Familiarity with Existing Communication Equipment and Switches

Certifications:

None

or a Civil Engineering degree.

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. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

10.4 Staffing:

Once authorized, the Consultant shall establish and maintain an appropriate staff through 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 appropriate Construction Contract has been paid off.

Construction engineering and inspection forces will be required of the Consultant at all times 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.

11.0 QUALITY ASSURANCE (QA) PROGRAM:

11.1 Quality Reviews:

The Consultant shall conduct semi-annual reviews to make certain his own organization is in compliance with the requirements cited in the Scope of Services. Quality 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 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 Construction Project Manager 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.

11.2 QA Plan:

Within thirty (30) days after receiving award of an Agreement, the Consultant shall furnish a QA Plan to the Construction Project Manager. 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 Department 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 Reviews:

The Consultant QA shall detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

C. Quality Records:

The Consultant will outline the types of records, which will be generated and maintained during the execution of his QA program.

D. Control of Sub-consultants and Vendors:

The Consultant will detail the methods used to control sub-consultants 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 FDOT specifications, plans, standard indexes, and Department procedures.

11.3 Quality Records:

The Consultant shall maintain adequate records of the quality assurance actions performed by his 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. These records shall be available to the Department, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

12.0 CERTIFICATION OF FINAL ESTIMATES:

12.1 Final Estimate and As-Built Plans Submittal:

Prepare documentation and records in compliance with the Agreement, Statewide Quality Control (QC) Plan, or Consultant's approved QC Plan and the Department's Procedures.

Submit the Final Estimate(s) and one (1) set of final "as-built plans" documenting Contractor's work (one record set with two copies) as follows:

- (a) Within thirty (30) calendar days of final acceptance; or
- (b) Where all items of work are complete and conditional/partial acceptance is utilized (Lighting, Plant establishment, etc.) for a period exceeding thirty (30) calendar days, the final estimate(s) will be due on the thirtieth (30th) day after conditional/partial acceptance. A memorandum with documentation will be transmitted to the District Final Estimate Manager at final acceptance detailing any necessary revisions to the pay items covered under the conditional/partial acceptance.

The Consultant shall be responsible for making any revisions to the Certified Final Estimate at no additional cost to the Department.

12.2 Certification:

Consultant personnel preparing the Certified Final Estimate Package shall be CTQP Final Estimates Level II.

Duly authorized representative of the Consultant firm will provide a notarized certification on a form pursuant to Department' procedures.

12.3 Offer of Final Payment:

The Consultant shall prepare the Offer of Final Payment package as outlined in Chapter 14 of the Review and Administration Manual. The package shall accompany the Certified Final Estimates Package submitted to the DFEO. The Consultant shall be responsible for forwarding the Offer of Final Payment Package to the Contractor.

13.0 AGREEMENT MANAGEMENT:

13.1 General:

- (1) With each monthly invoice submittal, the Consultant Senior Project Engineer will provide a reviewed and approved Status Report for the Agreement. This report will provide the Consultant Senior Project Engineer's accounting of the additional Agreement calendar days allowed to date, an estimate of the additional Agreement calendar days anticipated to be added to the original Agreement schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per Agreement schedule for the prime Consultant and for each sub-consultant.
- (2) When the Consultant identifies a condition that will require an Amendment Request (AR) to the Agreement, the Consultant Project Principal or Consultant Senior Project Engineer will communicate the need to the Construction Project Manager for an approval in concept. Once received, the Consultant shall prepare and submit the AR, and all accompanying documentation to the Construction Project Manager for approval and further processing. The Consultant shall submit ARs to allow the Department 12 weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the Department.
- (3) When the Consultant identifies a condition that will require a Supplemental Amendment Request (SAR) to the Agreement, the Consultant Project Principal or Consultant Senior Project Engineer will communicate this condition/need to the Construction Project Manager and request approval in concept. Once received, the Consultant shall prepare and submit the SAR, and all accompanying documentation to the Construction Project Manager for approval and further processing. The Consultant shall submit SARs to allow the Department 12 weeks to process, approve, and execute the SAR. The content and format of the SAR and accompanying documentation shall

be in accordance with the instructions and format to be provided by the Department.

- (4) The Consultant Project Principal or Consultant Senior Project Engineer for the project shall be responsible for performing follow-up activities to determine the status of each AR and SAR submitted to the Department.

13.2 Invoicing Instructions:

Monthly invoices shall be submitted to the Department in a format and distribution schedule defined by the Department, no later than the 20th day of the following month.

If the Consultant cannot submit their monthly invoice on time, the Consultant shall notify the Department, prior to the due date the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer shall notify the Construction Project Manager 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 Department in electronic and hard copy formats in accordance with District Construction and Consultant Invoice Transmittal System (CITS) procedures. The Construction Project Manager must receive hard copy documentation within three (3) workdays of electronic submittal or the electronic submittal will be rejected. (Saturday, Sunday, and Department holidays are not considered workdays).

A Final Invoice will be submitted to the Department no later than the 30th day following Final Acceptance of the individual project or as requested by the Department.

14.0 SUBCONSULTANT SERVICES:

Upon written approval by the Construction Project Manager and the Department, and prior to performance of work, the Consultant may subcontract for engineering surveys, materials testing, or specialized professional services.

15.0 OTHER SERVICES:

Upon written authorization by the District Construction Engineer or designee, 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 Department 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 any litigation or hearings in connection with the Agreement.

- C. Provide on- and off-site inspection services in addition to those provided for in this Agreement.

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, the Consultant shall, upon execution by the Department and the Consultant of an Amendment to this Agreement providing for compensation for such services, 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 Supplement 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 DEPARTMENT AUTHORITY:

The Department shall be the final authority in considering contract modification of the Contractor for time, money or any other consideration except matters agreed to by the Contractor through contract changes negotiated by the Consultant, as authorized in Section 9.1 herein