

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STANDARD PROFESSIONAL SERVICES AGREEMENT**

375-030-12  
PROCUREMENT  
OGC - 02/08  
Page 1 of 2

Contract No. C-8R48  
FDOT Financial ID No.(s) 237984-2-62-04 & 422637-1-62-01

F.A.P. No. N/A

THIS AGREEMENT, made and entered into this 13<sup>th</sup> day of AUGUST 2008, by and  
(This date to be entered by DOT only)  
between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the  
Department and Wilbur Smith Associates, Inc.  
(F.E.I.D. No. F570405950) of 3191 Maguire Boulevard, Suite 200, Orlando, FL 32803-3759

authorized to conduct business in the State of Florida, hereinafter called the Consultant, agree as follows:

The Consultant and the Department mutually agree to abide by the Department's **Standard Professional Services Agreement, Terms**, dated February, 2008 which are available as an appendix to this form in the Department's Professional Services web site or from the Department's Office of Procurement. The **Standard Professional Services Agreement Terms**, with the exception of the following non-applicable sections:

are incorporated by reference and made a part of this Agreement.

1. **SERVICES AND PERFORMANCE**

- A. The Department does hereby retain the Consultant to furnish certain services as described in Exhibit "A", attached hereto and made a part hereof, in connection with CEI Areawide-06
- B. Unless changed by written agreement, the site for inspection of work referenced in Section 1.1 of the **Standard Professional Services Terms**, will be 3191 Maguire Boulevard, Suite 200, Orlando, FL 32803-3759

2. **TERM**

- A. Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this Agreement will remain in full force and effect through completion of all services required of the Consultant or a 5 year term from the date of execution of this Agreement, whichever occurs first.
- B. Check applicable terms
- The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from the Department's \_\_\_\_\_ which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within \_\_\_\_\_ months of the commencement date specified in the notice to proceed or as modified by subsequent Amendment of Supplemental Agreement.
- The project services to be rendered by the Consultant for each task assignment will commence, upon written notice from the Department's Director or Designee, and will be completed within the time period specified in each task assignment. All services performed under this contract will be completed within 60 months from the date of this Agreement. The total fee for all accumulated task assignments may not exceed \$5,000,000.00.
- The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from the Department's \_\_\_\_\_ which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within \_\_\_\_\_ calendar days following completion of the construction contract(s) with which consultant services are associated. The anticipated length of the consultant services is \_\_\_\_\_ months.

3. **INSURANCE**

The amount of liability insurance to be maintained by the Consultant in accordance with Section 4.B of the **Standard Professional Services Agreement Terms** is \$1,000,000.00

4. **SUBCONTRACTS**

The following subconsultants are authorized under this Agreement in accordance with Section 7.A. of the **Standard Professional Services Agreement Terms**:

See attached Exhibit One (1), Subconsultants Authorized under this contract, CEI Areawide-06

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5. **COMPENSATION**

The Department agrees to pay the Consultant compensation as detailed in Exhibit "B", attached hereto and made a part hereof.

6. **MISCELLANEOUS**

A. Reference in this Agreement to Director will mean the Director of Transportation Operations

B. The services provided herein  do  do not involve the expenditure of federal funds. In the event federal funds are involved, Section 9 of the **Standard Professional Services Agreement Terms** is incorporated by reference.

C. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein.

Page A-1 through Page A- 28 : Exhibit "A", Scope of Services

Page B-1 through Page B- 9 : Exhibit "B", Method of Compensation

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

Wilbur Smith Associates, Inc

Name of Consultant

BY: 

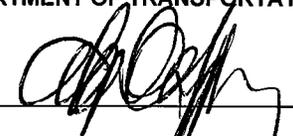
Authorized Signature

Adrian B. Share, P.E.

(Print/Type)

Title: Sr. Vice President

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: 

ALAN E. HYMAN

(Print/Type)

Title: Director of Transportation Operations 

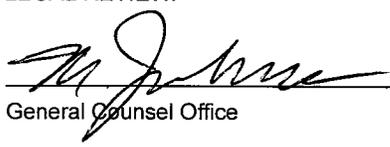
**FOR DEPARTMENT USE ONLY**

APPROVED:



Professional Services Unit

LEGAL REVIEW:

  
General Counsel Office

**Exhibit One (1)**, Subconsultants Authorized under this contract,  
CEI Areawide-06  
Financial Project ID No.: 237984-2-62-04 and 422637-1-62-01

The following Subconsultants are authorized for use on this contract:

1. Allied Engineering & Testing, Inc.
2. C & M Environmental and Geotechnical Services, Inc.
3. CES Consultants, Inc.
4. Consul-Tech Construction Management, Inc.
5. Consul-Tech Surveying & Mapping Inc.
6. DMJM+Harris, Inc.
7. Dyer, Riddle, Mills and Precourt, Inc.
8. Echezabal & Associates, Inc.
9. G-A-I Consultants, Inc.
10. Geotech Consultants International, Inc.
11. Geotechnical and Environmental Consultants, Inc.
12. GPI Southeast, Inc.
13. Jacobs Engineering Group Inc.
14. JBS Engineering Technical Services, Inc.
15. KCCS, Inc.
16. MACTEC Engineering and Consulting, Inc.
17. Mehta & Associates, Inc.
18. Nodarse & Associates, Inc.
19. Page One Consultants, Inc.
20. PB Americas, Inc.
21. TBE Group, Inc.
22. Volkert Construction Services, Inc.
23. Volkert & Associates, Inc.

**EXHIBIT "A"**

**CONSTRUCTION ENGINEERING AND INSPECTION  
SCOPE OF SERVICES**

**FOR**

**Project Description: CEI Areawide-06**

**Financial Project ID(s):**

**237984-2-62-04**

**422637-1-62-01**

**Federal Project No.: N/A, N/A**

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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:	Descriptions:	County:
422637-1-62-01	SR 500/US 441 at SR 19 Interchange and SR 46 Interchange	Lake
237984-2-62-04	Regional CEI Services	District 5 Areawide

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.

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.

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.

Other projects developing within the geographical area of Brevard, Flagler, Lake, Marion, Orange, Osceola, Seminole, Sumter and Volusia 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.

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**3.0 LENGTH OF SERVICE:**

The Consultant services for each Task Work Order 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:

Financial Project ID	Construction Contract Estimate		
	Letting Date (Mo/Day/Yr)	Start Date (Mo/Day/Yr)	Duration (Days)
422637-1	March 2, 2009	July 01, 2009	103 days
237984-2	Area wide Projects		TBD

**4.0 DEFINITIONS:**

- A. District Secretary: The Chief Executive Officer in each of the Department's eight (8) Districts.
- B. District Director of Transportation Operations: The Director of Construction, Maintenance, Traffic Operations, Materials, and Safety.
- C. District Construction Engineer: The administrative head of the District's Construction Offices.
- D. District Consultant CEI Manager: The Department employee assigned to administer the Construction Engineering and Inspection Program in the District.
- E. District Final Estimates Manager: The administrative head of the District Final Estimates Office.
- F. District Contract Compliance Manager: The administrative head of the District Contract Compliance Office.

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- G. Operations Engineer: The Engineer assigned to a particular County or area to administer Construction and Maintenance Contracts for the Department.
- H. Resident Engineer: The Engineer assigned to a particular County or area to administer Construction Contracts for the Department.
- I. 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.
- J. District Professional Services Administrator: The Administrative Head of the Professional Services Office.
- K. Public Information Office: The Department's office assigned to manage the Public Information Program.
- L. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.
- M. Consultant: The Consulting firm under contract to the Department for administration of Construction Engineering and Inspection services.
- N. 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.
- O. 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.
- P. 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.
- Q. Resident Compliance Specialist: The employee assigned by the Consultant to oversee project specific compliance functions.
- R. Contractor: The individual, firm, or company contracting with the Department for performance of work or furnishing of materials.
- S. 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.
- T. 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.

**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 each 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).
- 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, and SitePad (if applicable).

**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 for their use a computer, modem, printer, and software capable of emulating a terminal on the Department of Transportation's mainframe computer. The computer will be used by the Consultant for all transactions with the DOT's mainframe computer.

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

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maintain current passwords. Standard Desktop will meet the minimum standards for the Department which are Intel Pentium 4 processor with HT up to 3.4 GHz processor with 800 MHz front side bus, Windows XP Professional (latest version), 1GB RAM, 80 GB Hard Drive, DVD/CDRW-48X/32X/48X, CDRW with DVD playback, dual monitor capability, 64 MB of video memory, PS/2 keyboard, optical USB mouse, and standard external amplified computer speakers.

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

Standard Laptop will meet the minimum standards for the Department which are Intel Pentium M Processor 2.0 GHz, 15 inch Ultra XGA +ATA 64 MB DDR 4X AGP Video, Microsoft Windows XP Professional (latest version), 512 MB DDR SD RAM 2 DIMMS, Internal Wireless Networking Card (compatible), 24X CDRW/DVD Combo Drive, 60 GB Ultra ATA Hard Drive, Compatible Battery, Modular Floppy Drive, Wireless 2100 802.11b 11Mbps Networking Card, docking station (advanced port replicator, designed for easy docking and undocking of laptop (no built in key locks), must have same NIC, USB and I/O port availability (to include the VGA video port) or pass through system as listed for the laptop, Nylon Carrying Case, 3ft Power Cord, and Auto/Air AC Adapter.

The consultant shall provide a flatbed color scanner and scanner software capable of interfacing with the Department's Electronic Document Management system (EDMS). Scanners, which interface with the EDMS system, can be viewed on the Department's Information Technology Resource Standards List at [http://www.dot.state.fl.us/OIS/itrstds\\_current.htm](http://www.dot.state.fl.us/OIS/itrstds_current.htm). The supported platform is Windows 2000 and the required scanner drivers are TWAIN or ISIS format.

A modem shall be required for connecting to the Department of Transportation's mainframe. The modem shall be fully Hayes compatible capable of transmitting and receiving data using 56K or higher. Communications software, e.g. Advantis, ProComm Plus, or equivalent shall be required. The Consultant will also be required to obtain monthly Internet access and maintain an e-mail address for the project.

The Consultant shall use Microsoft Word 2003 and Microsoft Excel 2003 or latest version in order to be compatible with the Department's word processing and spreadsheet software.

The Consultant will furnish computer services/software needed for project scheduling, documentation, and control (Primavera/Suretrak, Claim Digger, etc.).

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:**

The Consultant shall provide a field office with sufficient room and furnishings to effectively carry out their responsibilities under this Scope of Services.

The Consultant shall provide a private office (minimum of 150 square ft) for the Construction Project Manager with office furniture, telephone and broadband internet access.

Routine expenses 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 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.

**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 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.

**9.3 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 all off-site activities and fabrication. 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.

**9.4 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.

**9.5 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

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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) Schedule within ten (10) days after the Notice to Proceed, a date to attend a meeting with the District Compliance Manager prior to the Pre-construction Conference. The Resident Compliance Officer shall attend this meeting.

In most cases, the above will take two separate meetings based on experience and knowledge of the particular firm.

- (4) 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.
- (5) 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.

- (6) 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.

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- (7) 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.
- (8) Analyze problems that arise on a project and proposals submitted by the Contractor, work to resolve such issues, and process the necessary paperwork.
- (9) Monitor, inspect and document utility construction for conformance with Utility Agency's Water and Sewer Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, Department's staff and contractors in execution of the work. Identify potential utility conflicts and assist in the resolution of utility issues.
- (10) 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.
- (11) Prepare and make presentations before the Dispute Review Boards in connection with the project covered by this Agreement.
- (12) 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 Department procedures.
- (13) 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

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files for review; and assist the District Contract Compliance Manager as requested.

- (14) Provide Public Information services as required to manage inquiries from the public, public officials, and the news media. Prepare newsletters for distribution to adjacent property owners. The Department Construction Project Manager and Public Information Office shall approve all notices, brochures, responses to news media, etc., prior to release.
- (15) 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.
- (16) 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.
- (17) 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.

**9.6 Public Information Services:**

This contract will require the service of a Public Information Officer (PIO) that will be proactive in keeping the community aware of the status and traffic impact of the referenced project. With approval from the District Public Information Director, the PIO shall prepare and disseminate information to the public, elected officials and the media of any upcoming events, which will affect traffic flow. The PIO will produce and distribute all publications (letters, flyers, brochures and news releases) necessary for this contract. The District Public Information Director, prior to release, will approve all responses, letters, news releases and the like.

The Public Information Officer (PIO) shall provide the services associated with the preparation and dissemination of information normally provided to the general public during the construction of the public facility. These services shall consist of, but not be limited to, the following:

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1. Prepare a public information plan for this contract stating goals, critical activities, completion dates, etc., and how this plan will be implemented.
2. Coordinate general public informational meetings to outline the project scope and proposed schedule.
3. Provide replies to e-mails and letters, news releases, and media updates as approved by the Director of Public Information.
4. Update construction progress schedules.
5. Direct public complaints to the proper parties as identified by the Department and provide responses as approved by the Director of Public Information.
6. Contact business and other establishments within the proposed work area in advance of road closing or other disruptions to mitigate impacts as much as possible.
7. Provide feedback to the Consultant Senior Project Engineer on construction activities in this contract to achieve proper coordination between projects, to make sure there are not conflicting MOT set-ups and to minimize delays to the traveling public.
8. Schedule and organize construction progress meetings with public officials (i.e. fire, police, ambulance, school boards, county and city commissioners, etc.) and private business concerns to discuss project schedules and special problems throughout the project duration.
9. Maintain a website linked to the Department's website and provide current and accurate information. All web applications must meet the standards established in Section 508 of the Rehabilitation Act. The website must be capable of receiving e-mail inquiries regarding the project. The website may be continued for the duration of this contract.
10. The CEI consultant will be required to provide office space for the PIO. The PIO must have a phone number independent from the CEI.
11. Coordinate with any special events, which may occur during this contract.

**9.7 Utility Coordination:**

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

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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 Administrator, Contract Support Specialist, and Associate Contract Support Specialist.

**10.2 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

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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 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.

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

- Concrete Post-Tensioned Segmental Box Girder (CPTS)
- Concrete Post-Tensioned Continuous Beam (CPTCB)
- Movable Bridges (MB)

**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 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], or for non-degreeed 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

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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

Pass the CTQP examination covering the training video "Grouting of Bridge Post-tensioning Tendons" (If applicable)

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.

**PROJECT ADMINISTRATOR** - 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, be a registered professional engineer in the State of Florida (or if registered in another state, have the ability to obtain registration in Florida within six (6) months) and have a Civil Engineering degree plus five (5) years, or be non-registered with eight (8) years, of general bridge construction experience of which two (2) years for registered project administrators, or four (4) years for non-registered project administrators, 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 twelve (12) months 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. 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.

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

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project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

Qualifications:

FDOT Intermediate MOT

Pass the CTQP examination covering the training video "Grouting of Bridge Post-tensioning Tendons" (If applicable)

CTQP Final Estimates Level II

Certifications:

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

Other:

Attend CTQP Quality Control Manager Course and pass the examination.

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

**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. 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. Note: This position will not be used if a Contract Support Specialist is utilized.

**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

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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, evaluates data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary.

**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.

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. 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.

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:

**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)

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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.)

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.

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**ASPHALT PLANT INSPECTOR** - High School graduate or equivalent plus one (1) year experience in the surveillance and inspection of hot mix asphalt plant operations and the following:

Qualifications:

CTQP Asphalt Plant Level I  
CTQP Asphalt Plant Level II  
CTQP Final Estimates Level I

Certifications:

None

**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.

**SURVEY PARTY CHIEF** - High School graduate plus four years of experience in construction surveying (including two (2) years as Party Chief). Experienced in field engineering and construction layout, making and checking survey computations and supervising a survey party. Work is performed under general supervision of Project Administrator.

**INSTRUMENT-MAN** - High school graduate plus three (3) years of experience in construction surveying one (1) year of which shall have been as instrument-man. Responsible for performing assignments in assisting Party Chief in the performance of their duties. Receives general supervision from Party Chief who reviews work while in progress.

**ROD-MAN/CHAIN-MAN** - High school graduate with some survey experience or training preferred. Receives supervision from and assists Party Chief who reviews work while in progress.

**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

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analytical techniques and procedures of the physical or natural sciences. Also must have ability to collect, evaluate, analyze, and interpret scientific or technical data.

**CASTING YARD ENGINEER/MANAGER - CONCRETE POST-TENSIONED SEGMENTAL BOX GIRDER BRIDGES (CPTS)**

- Be a registered Professional Engineer in the State of Florida (or if registered in another state, have the ability to obtain registration in Florida within 6 months) with a minimum of one (1) year, or non-registered with a minimum of three (3) years, of experience with the use of geometry control computer programs and with the performance of surveying procedures required for the production of precast concrete box segments at a casting yard.

**GEOTECHNICAL ENGINEER**

- Be a registered Professional Engineer in the State of Florida (or if registered in another state, have the ability to obtain registration in Florida within 6 months) with a minimum of 5 years of experience in being in responsible charge of the geotechnical foundation construction engineering and dynamic testing work on at least five (5) Department bridge projects, including Department Structures Design Category 2 bridge projects, having driven pile foundations/drilled shaft foundations or similar projects for other State Department of Transportation. "Responsible charge" experience shall include verifiable and successful drilled shaft installation and coring inspections and constructions, static, Osterberg Cell and/or Statnamic load test experience, as well as Pile Driving Analyzer (PDA), WEAP computer program and CAPWAP computer programs to analyze concrete/steel/timber piling.

**GEOTECHNICAL TECHNICIAN**

- Knowledge in the use and provisions of the PDA system, WEAP and CAPWAP computer programs to analyze concrete/steel/timber piling in conjunction with dynamic load tests with a minimum of three (3) years of experience on at least two (2) Department bridge projects.

Qualifications:

- CTQP Pile Driving Inspection
- CTQP Drilled Shaft Inspection

**PUBLIC INFORMATION OFFICER**

– High school graduate or equivalent and be knowledgeable in public information and/or advertising involving mass circulation or distribution of literature, mass advertising or other similar activities and performed such work for a at least three (3) years.

**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:

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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.

**10.3 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:

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- (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 (30<sup>th</sup>) 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's 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

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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 30<sup>th</sup> 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

EXHIBIT "B"  
METHOD OF COMPENSATION  
CEI AREAWIDE-06

Financial Project ID No.: 237984-2-62-04 and 422637-1-62-01

Description: Regional CEI Services; SR 500/US 441 at SR 19 Interchange and SR 46 Interchange

1.0 PURPOSE:

This exhibit defines the method and limits of compensation to be made to the CONSULTANT for the services described in Exhibit "A", Scope of Services, and the method by which payments will be made.

This Agreement shall have a term of five (5) years from the date of execution. At the end of this term, the end of services date and the term may be extended solely for the purpose of completing work authorized prior to the end of the initial five (5) year term.

The DEPARTMENT shall request CONSULTANT services on an as needed basis. Services to be provided on each project/work authorization/work order/work assignment will be initiated and completed as directed by the Project Manager or his/her designee. Any reference made to "project" shall also apply to "work authorization", "work order", "work assignment".

2.0 COMPENSATION:

For satisfactory completion of services authorized under this Agreement, the DEPARTMENT will pay the CONSULTANT a Total Maximum Limiting Amount not to exceed \$5,000,000. This is a task assignment type agreement. The Department will furnish the Consultant a task work order specifying the services to be performed and the fees to be paid for each project assigned under this agreement.

This contract initially combines regional miscellaneous CEI services with one specific project as stated in Exhibit "A", Scope of Services. Funding for the specific project will be authorized and encumbered individually as a Task Work Order after execution of the contract.

The total amount of this agreement is expected to be funded by multiple appropriations. The DEPARTMENT'S performance and obligation to pay for the regional services under this contract is contingent upon annual appropriations by the Florida Legislature. Currently, \$400,000.00 of the total amount has been approved. Therefore, it is agreed that the CONSULTANT will not be obligated to perform services nor incur costs which would result in exceeding the funding currently approved, nor will the DEPARTMENT be obligated to reimburse the CONSULTANT for costs or make fee payments in excess of currently established funding. The DEPARTMENT will provide written authorizations through supplemental amendments when additional funds in the current fiscal year and appropriations for subsequent fiscal years are available for the regional services. Additional small projects funded individually may be added through individually encumbered Task Work Orders.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient funding remains within the amount established for each assignment to complete authorized services. Changes to the amounts established for each work assignment shall require a supplemental amendment to the assignment. The CONSULTANT shall not be obligated to perform services

nor incur costs which would result in exceeding the amount established for each assignment, nor will the DEPARTMENT be obligated to reimburse the CONSULTANT for costs or make fee payments in excess of the total funding established for each assignment, except when such amount is increased by a supplemental amendment.

The following subconsultants' total maximum amount of compensation shall be less than \$250,000:

CES Consultants, Inc.

At such time as each firm obtains a DEPARTMENT approved audited overhead rate, an amendment may be issued to remove this limitation to its participation in this agreement.

## 2.1 SUMMARY OF COMPENSATION

Fees for each work assignment will be negotiated either as a lump sum amount, a limiting amount, or as a combination lump sum and limiting amount. Fees will be negotiated using the rates provided in Section 5.0 of this Exhibit. Compensation will be in accordance with Section 2.2.

This Agreement does not involve the purchase of Tangible Personal Property, as defined in Section 273.02 Florida Statutes.

## 2.2 DETAILS OF COMPENSATION

### LUMP SUM AMOUNTS

For task work order compensation elements established as lump sum, the DEPARTMENT may compensate the CONSULTANT in accordance with one or more of the following methods of payment:

Basic CEI Services (LS-2, % of Completion of Services): The CONSULTANT will receive progress payments for these services based on the percentage of services that have been completed and accepted by the DEPARTMENT during the billing period.

### LIMITING AMOUNTS

For task work order compensation elements established as limiting amounts, the DEPARTMENT will compensate the CONSULTANT, subject to the total established limiting amount, for all reasonable, allocable and allowable costs incurred in the categories below. The reasonableness, allocability and allowability of reimbursements sought under this Agreement are expressly made subject to the terms of this Agreement; Federal Acquisition Regulations; Office of Management and Budget Circulars A-21, A-87, A-102, and A-110; and any pertinent Federal and State law.

When authorized in advance in writing by the Department, premium overtime will be paid at the rates specified in Table 6 of Section 5.0 for employees paid premium overtime by the Consultant. Only the following firms listed in Table 6 of Section 5.0 are

authorized for direct reimbursement of premium overtime for only the job classes of Senior Inspector, Inspector and Inspectors Aide: Wilbur Smith Associates, Inc., Allied Engineering & Testing, Inc., C & M Environmental and Geotechnical, Inc., Consul-Tech Construction Management, Inc., DMJM+Harris, Inc., Geotech Consultants International, Inc., Geotechnical and Environmental Consultants, Inc., GPI Southeast, Inc., JBS Engineering Technical Services, Inc., KCCS, Inc., Nodarse & Associates, Inc., Page One Consultants, Inc., PB Americas, Inc., and Volkert Construction Services, Inc.

Basic CEI Services (LA-4, Defined Loaded rates for Each Class/Person/Unit of Work): Subject to the established limiting amount, the CONSULTANT will be compensated for these services based on the rates provided in Table 6 of Section 5.0. No multipliers will be applied to these rates. Payment for such services will be based on approved time incurred during the billing period.

Survey Services (LA-4, Defined Loaded rates for Each Class/Person/Unit of Work): Subject to the established limiting amount, the CONSULTANT will be compensated for these services based on the rates provided in Table 6 in Section 5.0. No multipliers will be applied to these rates. Payment for such services will be based on approved time incurred during the billing period.

Miscellaneous Direct Expenses for Field Office Rent and Utilities (LA-5, Actual Expenditures): Subject to the established limiting amount, only the following firm(s) is/are approved to receive compensation for itemized direct expenses associated with field office rent, utilities, field office set-up and mobilization costs only, when authorized and when properly supported by invoices, receipts, or other acceptable evidence of payment: Wilbur Smith Associates, Inc., Allied Engineering & Testing, Inc., Consul-Tech Construction Management, Inc., DMJM+Harris, Inc., Dyer, Riddle, Mills and Precourt, Inc., G-A-I Consultants, Inc., Jacobs Engineering Group Inc., JBS Engineering Technical Services, Inc., KCCS, Inc., Mehta & Associates, Inc., Nodarse & Associates, Inc., Page One Consultants, Inc., PB Americas, Inc., TBE Group, Inc. and Volkert Construction Services, Inc. Utility costs may include electricity, water, natural gas, sewer, internet connection (e.g., non-mobile DSL or cable lines), trash pick-up, and hook-up fees associated with the aforementioned utilities. Field office set-up and mobilization charges involved with transporting the trailer to the job site may also be reimbursed. Charges for furniture, supplies, and equipment (including fax, copier, computer, phone, and monthly phone charges) are included in the direct expense percentage and are not compensated as an itemized expense directly on the contract.

### 3.0 INVOICING PROCEDURE:

The CONSULTANT will be eligible for progress payments under this Agreement at intervals not less than monthly or when individual tasks or mileposts defined in this agreement are completed or reached.

Invoices for this Agreement will be prepared by the CONSULTANT and submitted through the DEPARTMENT'S Computerized Invoice Transmission System (CITS). The invoices will be supported by such information as may be required by DEPARTMENT procedures to substantiate

the charges being invoiced. The CONSULTANT will maintain for this purpose a job cost accounting system that is acceptable to the DEPARTMENT.

If requested by the DEPARTMENT, the final invoice for this Agreement will be accompanied by a certified job cost summary report generated by the CONSULTANT's accounting system. The report will include at a minimum the total number of hours and salary cost actually charged to the project, the total direct vehicle expense, the total miscellaneous direct expense, and total subconsultant cost charged to the project.

Monthly, at the time of invoice submittal, the CONSULTANT will report subconsultant payments through the DEPARTMENT's Equal Opportunity Reporting System on the Internet. Failure to submit a properly completed report may be cause for rejection of the invoice. Within thirty days after receipt of final payment, the CONSULTANT will submit a final subconsultant payment report. The CONSULTANT will pay all subconsultants their proportionate share of payments received from the DEPARTMENT within thirty days of the CONSULTANT's receipt of payment from the DEPARTMENT.

The DEPARTMENT will render a decision on the acceptability of services within ten working days of receipt of either the services or invoice, whichever is later. The DEPARTMENT reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the DEPARTMENT. Any payment withheld will be released and paid to the CONSULTANT promptly when work is subsequently performed.

### 3.1 PROJECT COST ACCOUNTING

The Department has established a Cost Redistribution Application (automated process) for the purpose of breaking out and capturing project costs associated with District-wide (miscellaneous minor professional services) and General Consultant task assignment contracts. This CEI Areawide-06 has been selected for project costing using the Cost Redistribution Application. The Consultant will be assigned work by means of Task Work Orders. Each Task Work Order will initially be associated to a single general (non-specific) financial project identification number for billing purposes in CITS (Consultant Invoice Transmittal System). It will be the consultant's responsibility to maintain a job cost accounting system that will capture detailed project cost information associated with each assigned Task Work Order. The Consultant and its subconsultants shall have staff performing work on this contract charge their time to the nearest quarter hour to each specific project on which services are to be performed. The Department shall provide the Consultant and its subconsultants the eleven digit project identification number assigned to each specific project for purposes of capturing time and costs. At any given time there may be several specific projects against which the Consultant and its subconsultants would be charging time on a single Task Work Order. At the time of submittal of each invoice in CITS, the Consultant will submit a Project Cost Redistribution spreadsheet that provides a breakdown of the invoice costs into the associated detailed project specific numbers where services were performed and costs were incurred. The spreadsheet must conform to and be submitted in a pre-defined format. The spreadsheet will contain the following key data fields: Consultant Contact E-mail address; Contract Number; DOT Invoice Number; "From" Project Number (the general project identification number); "To" Project Number (the project specific financial identification number); the dollar amount to be redistributed; the project description (optional data field); and the total amount for the spreadsheet. The spreadsheet template and directions for preparing the

spreadsheet can be downloaded from the Department's Procurement website, at the following web address:

<http://www.dot.state.fl.us/procurement/Project%20Costing%20Initiative.htm>

Once the invoice has been submitted electronically in CITS by the Consultant, the consultant must separately, outside of CITS, e-mail the Project Cost Redistribution spreadsheet as an attachment file to the following Department e-mail address:

[PCRLOAD@dot.state.fl.us](mailto:PCRLOAD@dot.state.fl.us)

The subject line for the e-mail should conform to the format 'FDOT.PCR.FILE CCCCCNNNN' where CCCCC corresponds to the FDOT contract number and NNNN corresponds to the FDOT invoice number.

A Project Cost Redistribution spreadsheet should be submitted to PCRLOAD every time an invoice is submitted through CITS. After an initial validation, the Cost Redistribution Application will transfer the data contained in the Project Cost Redistribution spreadsheet to data sets on the Department's mainframe computer. The redistribution information will be processed and used to assess project costs for District-wide and General Consultant contracts. Project Cost Redistribution spreadsheets not timely submitted will be identified on a District Error Report. Failure to timely submit Project Cost Redistribution spreadsheets may constitute grounds for rejection of subsequent invoices submitted through CITS.

#### 4.0 PROJECT CLOSEOUT:

##### 4.1 FINAL AUDIT:

If requested, the CONSULTANT will permit the DEPARTMENT to perform or have performed an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid to the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under this Agreement are subsequently properly disallowed by the DEPARTMENT because of accounting errors or charges not in conformity with this Agreement, the CONSULTANT agrees that such disallowed amounts are due to the DEPARTMENT upon demand. Further, the DEPARTMENT will have the right to deduct from any payment due the CONSULTANT under any other contract between the DEPARTMENT and CONSULTANT any amount due the DEPARTMENT under this Agreement.

##### 4.2 CERTIFICATE OF COMPLETION:

A Certificate of Completion will be prepared for execution by both parties stating the total compensation due the CONSULTANT, the amount previously paid, and the difference.

Upon execution of the Certificate of Completion, the CONSULTANT will submit to the DEPARTMENT either a termination invoice for an amount due or a refund for the overpayment, provided the net difference is not zero.

## 5.0 COMPENSATION RATES

The following table is provided for definition of contractual rates. The rates defined below shall be used to calculate Task Work Order fees and payment for services.

<b>Table 6</b>						
<b>Loaded Hourly Billing Rates</b>						
No multipliers will be added to these rates.						
	NTP To 12/31/2008	1/1/2009 To 12/31/2009	1/1/2010 To 12/31/2010	1/1/2011 To 12/31/2011	1/1/2012 To 12/31/2012	1/1/2013 To ----
<b>Wilbur Smith Associates, Inc. (Prime)</b>						
CEI Sr. Project Engineer	\$124.32	\$128.05	\$131.89	\$135.85	\$139.92	\$144.12
Project Manager	\$105.88	\$109.06	\$112.33	\$115.70	\$119.17	\$122.74
CEI Project Administrator	\$92.39	\$95.16	\$98.02	\$100.96	\$103.99	\$107.11
CEI Contract Support Specialist	\$74.78	\$77.02	\$79.33	\$81.71	\$84.17	\$86.69
CEI Assoc. Contract Support Specialist	\$54.20	\$55.83	\$57.50	\$59.23	\$61.00	\$62.83
CEI Sr. Inspector	\$63.76	\$65.67	\$67.64	\$69.67	\$71.76	\$73.92
CEI Sr. Inspector (Overtime)	\$76.07	\$78.35	\$80.70	\$83.12	\$85.62	\$88.19
CEI Inspector	\$54.18	\$55.81	\$57.48	\$59.20	\$60.98	\$62.81
CEI Inspector (Overtime)	\$64.64	\$66.58	\$68.58	\$70.63	\$72.75	\$74.94
CEI Inspector's Aide	\$31.83	\$32.78	\$33.77	\$34.78	\$35.82	\$36.90
CEI Inspector's Aide (Overtime)	\$37.98	\$39.12	\$40.29	\$41.50	\$42.75	\$44.03
CEI Secretary/Clerical Typist	\$35.02	\$36.07	\$37.15	\$38.27	\$39.42	\$40.60
CEI Res. Compliance Specialist	\$47.79	\$49.22	\$50.70	\$52.22	\$53.79	\$55.40
CEI Public Information Officer	\$57.17	\$58.89	\$60.65	\$62.47	\$64.35	\$66.28
<b>Allied Engineering &amp; Testing, Inc. (DBE sub)</b>						
CEI Sr. Inspector	\$63.76	\$65.67	\$67.64	\$69.67	\$71.76	\$73.92
CEI Sr. Inspector (Overtime)	\$76.07	\$78.35	\$80.70	\$83.12	\$85.62	\$88.19
CEI Inspector	\$54.18	\$55.81	\$57.48	\$59.20	\$60.98	\$62.81
CEI Inspector (Overtime)	\$64.64	\$66.58	\$68.58	\$70.63	\$72.75	\$74.94
<b>C &amp; M Environmental and Geotechnical Services, Inc. (DBE sub)</b>						
CEI Sr. Inspector	\$63.76	\$65.67	\$67.64	\$69.67	\$71.76	\$73.92
CEI Sr. Inspector (Overtime)	\$76.07	\$78.35	\$80.70	\$83.12	\$85.62	\$88.19
CEI Inspector	\$54.18	\$55.81	\$57.48	\$59.20	\$60.98	\$62.81
CEI Inspector (Overtime)	\$64.64	\$66.58	\$68.58	\$70.63	\$72.75	\$74.94
<b>CES Consultants, Inc. (DBE sub)</b>						
CEI Sr. Project Engineer	\$124.32	\$128.05	\$131.89	\$135.85	\$139.92	\$144.12
CEI Project Administrator	\$92.39	\$95.16	\$98.02	\$100.96	\$103.99	\$107.11
CEI Contract Support Specialist	\$74.78	\$77.02	\$79.33	\$81.71	\$84.17	\$86.69
CEI Inspector	\$54.18	\$55.81	\$57.48	\$59.20	\$60.98	\$62.81
<b>Consul-Tech Construction Management, Inc. (sub)</b>						
CEI Sr. Project Engineer	\$124.32	\$128.05	\$131.89	\$135.85	\$139.92	\$144.12
CEI Sr. Inspector	\$63.76	\$65.67	\$67.64	\$69.67	\$71.76	\$73.92
CEI Sr. Inspector (Overtime)	\$76.07	\$78.35	\$80.70	\$83.12	\$85.62	\$88.19
Project Manager	\$105.88	\$109.06	\$112.33	\$115.70	\$119.17	\$122.74
CEI Project Administrator	\$92.39	\$95.16	\$98.02	\$100.96	\$103.99	\$107.11
CEI Contract Support Specialist	\$74.78	\$77.02	\$79.33	\$81.71	\$84.17	\$86.69

CEI Inspector	\$54.18	\$55.81	\$57.48	\$59.20	\$60.98	\$62.81
CEI Inspector (Overtime)	\$64.64	\$66.58	\$68.58	\$70.63	\$72.75	\$74.94
CEI Res. Compliance Specialist	\$47.79	\$49.22	\$50.70	\$52.22	\$53.79	\$55.40
<b>Consul-Tech Surveying &amp; Mapping Inc. (sub)</b>						
2 Person Survey Crew	\$124.32	\$128.05	\$131.89	\$135.85	\$139.92	\$144.12
3 Person Survey Crew	\$156.25	\$160.94	\$165.77	\$170.74	\$175.86	\$181.14
4 Person Survey Crew	\$197.86	\$203.80	\$209.91	\$216.21	\$222.69	\$229.37
<b>DMJM+Harris, Inc. (sub)</b>						
CEI Sr. Project Engineer	\$124.32	\$128.05	\$131.89	\$135.85	\$139.92	\$144.12
CEI Project Administrator	\$92.39	\$95.16	\$98.02	\$100.96	\$103.99	\$107.11
CEI Sr. Inspector	\$63.76	\$65.67	\$67.64	\$69.67	\$71.76	\$73.92
CEI Sr. Inspector (Overtime)	\$76.07	\$78.35	\$80.70	\$83.12	\$85.62	\$88.19
CEI Inspector	\$54.18	\$55.81	\$57.48	\$59.20	\$60.98	\$62.81
CEI Inspector (Overtime)	\$64.64	\$66.58	\$68.58	\$70.63	\$72.75	\$74.94
CEI Inspector's Aide	\$31.83	\$32.78	\$33.77	\$34.78	\$35.82	\$36.90
CEI Inspector's Aide (Overtime)	\$37.98	\$39.12	\$40.29	\$41.50	\$42.75	\$44.03
CEI Secretary/Clerical Typist	\$35.02	\$36.07	\$37.15	\$38.27	\$39.42	\$40.60
<b>Dyer, Riddle, Mills and Precourt, Inc. (sub)</b>						
2 Person Survey Crew	\$124.32	\$128.05	\$131.89	\$135.85	\$139.92	\$144.12
3 Person Survey Crew	\$156.25	\$160.94	\$165.77	\$170.74	\$175.86	\$181.14
4 Person Survey Crew	\$197.86	\$203.80	\$209.91	\$216.21	\$222.69	\$229.37
<b>Echezabal &amp; Associates, Inc. (DBE sub)</b>						
2 Person Survey Crew	\$124.32	\$128.05	\$131.89	\$135.85	\$139.92	\$144.12
3 Person Survey Crew	\$156.25	\$160.94	\$165.77	\$170.74	\$175.86	\$181.14
4 Person Survey Crew	\$197.86	\$203.80	\$209.91	\$216.21	\$222.69	\$229.37
<b>G-A-I Consultants, Inc. (sub)</b>						
CEI Sr. Project Engineer	\$124.32	\$128.05	\$131.89	\$135.85	\$139.92	\$144.12
CEI Project Administrator	\$92.39	\$95.16	\$98.02	\$100.96	\$103.99	\$107.11
CEI Sr. Inspector	\$63.76	\$65.67	\$67.64	\$69.67	\$71.76	\$73.92
CEI Contract Support Specialist	\$74.78	\$77.02	\$79.33	\$81.71	\$84.17	\$86.69
<b>Geotech Consultants International, Inc. (DBE sub)</b>						
CEI Sr. Project Engineer	\$124.32	\$128.05	\$131.89	\$135.85	\$139.92	\$144.12
Project Manager	\$105.88	\$109.06	\$112.33	\$115.70	\$119.17	\$122.74
CEI Project Administrator	\$92.39	\$95.16	\$98.02	\$100.96	\$103.99	\$107.11
CEI Sr. Inspector	\$63.76	\$65.67	\$67.64	\$69.67	\$71.76	\$73.92
CEI Sr. Inspector (Overtime)	\$76.07	\$78.35	\$80.70	\$83.12	\$85.62	\$88.19
CEI Inspector	\$54.18	\$55.81	\$57.48	\$59.20	\$60.98	\$62.81
CEI Inspector (Overtime)	\$64.64	\$66.58	\$68.58	\$70.63	\$72.75	\$74.94
CEI Secretary/Clerical Typist	\$35.02	\$36.07	\$37.15	\$38.27	\$39.42	\$40.60
<b>Geotechnical and Environmental Consultants, Inc. (sub)</b>						
CEI Sr. Project Engineer	\$124.32	\$128.05	\$131.89	\$135.85	\$139.92	\$144.12
Project Manager	\$105.88	\$109.06	\$112.33	\$115.70	\$119.17	\$122.74
CEI Project Administrator	\$92.39	\$95.16	\$98.02	\$100.96	\$103.99	\$107.11
CEI Sr. Inspector	\$63.76	\$65.67	\$67.64	\$69.67	\$71.76	\$73.92
CEI Sr. Inspector (Overtime)	\$76.07	\$78.35	\$80.70	\$83.12	\$85.62	\$88.19
CEI Inspector	\$54.18	\$55.81	\$57.48	\$59.20	\$60.98	\$62.81
CEI Inspector (Overtime)	\$64.64	\$66.58	\$68.58	\$70.63	\$72.75	\$74.94
CEI Secretary/Clerical Typist	\$35.02	\$36.07	\$37.15	\$38.27	\$39.42	\$40.60

<b>GPI Southeast, Inc. (sub)</b>						
CEI Sr. Project Engineer	\$124.32	\$128.05	\$131.89	\$135.85	\$139.92	\$144.12
CEI Project Administrator	\$92.39	\$95.16	\$98.02	\$100.96	\$103.99	\$107.11
CEI Sr. Inspector	\$63.76	\$65.67	\$67.64	\$69.67	\$71.76	\$73.92
CEI Sr. Inspector (Overtime)	\$76.07	\$78.35	\$80.70	\$83.12	\$85.62	\$88.19
CEI Secretary/Clerical Typist	\$35.02	\$36.07	\$37.15	\$38.27	\$39.42	\$40.60
<b>Jacobs Engineering Group Inc. (sub)</b>						
CEI Project Administrator	\$92.39	\$95.16	\$98.02	\$100.96	\$103.99	\$107.11
CEI Sr. Inspector	\$63.76	\$65.67	\$67.64	\$69.67	\$71.76	\$73.92
CEI Inspector	\$54.18	\$55.81	\$57.48	\$59.20	\$60.98	\$62.81
CEI Contract Support Specialist	\$74.78	\$77.02	\$79.33	\$81.71	\$84.17	\$86.69
<b>JBS Engineering Technical Services, Inc. (DBE sub)</b>						
CEI Sr. Inspector	\$63.76	\$65.67	\$67.64	\$69.67	\$71.76	\$73.92
CEI Sr. Inspector (Overtime)	\$76.07	\$78.35	\$80.70	\$83.12	\$85.62	\$88.19
CEI Inspector	\$54.18	\$55.81	\$57.48	\$59.20	\$60.98	\$62.81
CEI Inspector (Overtime)	\$64.64	\$66.58	\$68.58	\$70.63	\$72.75	\$74.94
<b>KCCS, Inc. (sub)</b>						
CEI Sr. Project Engineer	\$124.32	\$128.05	\$131.89	\$135.85	\$139.92	\$144.12
CEI Project Administrator	\$92.39	\$95.16	\$98.02	\$100.96	\$103.99	\$107.11
CEI Contract Support Specialist	\$74.78	\$77.02	\$79.33	\$81.71	\$84.17	\$86.69
CEI Sr. Inspector	\$63.76	\$65.67	\$67.64	\$69.67	\$71.76	\$73.92
CEI Sr. Inspector (Overtime)	\$76.07	\$78.35	\$80.70	\$83.12	\$85.62	\$88.19
CEI Inspector	\$54.18	\$55.81	\$57.48	\$59.20	\$60.98	\$62.81
CEI Inspector (Overtime)	\$64.64	\$66.58	\$68.58	\$70.63	\$72.75	\$74.94
<b>MACTEC Engineering and Consulting, Inc. (sub)</b>						
CEI Project Administrator	\$92.39	\$95.16	\$98.02	\$100.96	\$103.99	\$107.11
CEI Sr. Inspector	\$63.76	\$65.67	\$67.64	\$69.67	\$71.76	\$73.92
CEI Inspector	\$54.18	\$55.81	\$57.48	\$59.20	\$60.98	\$62.81
<b>Mehta &amp; Associates, Inc. (DBE sub)</b>						
CEI Sr. Project Engineer	\$124.32	\$128.05	\$131.89	\$135.85	\$139.92	\$144.12
Project Manager	\$105.88	\$109.06	\$112.33	\$115.70	\$119.17	\$122.74
CEI Project Administrator	\$92.39	\$95.16	\$98.02	\$100.96	\$103.99	\$107.11
CEI Sr. Inspector	\$63.76	\$65.67	\$67.64	\$69.67	\$71.76	\$73.92
CEI Inspector	\$54.18	\$55.81	\$57.48	\$59.20	\$60.98	\$62.81
CEI Inspector's Aide	\$31.83	\$32.78	\$33.77	\$34.78	\$35.82	\$36.90
CEI Contract Support Specialist	\$74.78	\$77.02	\$79.33	\$81.71	\$84.17	\$86.69
CEI Res. Compliance Specialist	\$47.79	\$49.22	\$50.70	\$52.22	\$53.79	\$55.40
CEI Secretary/Clerical Typist	\$35.02	\$36.07	\$37.15	\$38.27	\$39.42	\$40.60
2 Person Survey Crew	\$124.32	\$128.05	\$131.89	\$135.85	\$139.92	\$144.12
3 Person Survey Crew	\$156.25	\$160.94	\$165.77	\$170.74	\$175.86	\$181.14
4 Person Survey Crew	\$197.86	\$203.80	\$209.91	\$216.21	\$222.69	\$229.37
<b>Nodarse &amp; Associates, Inc. (sub)</b>						
Project Manager	\$105.88	\$109.06	\$112.33	\$115.70	\$119.17	\$122.74
CEI Sr. Inspector	\$63.76	\$65.67	\$67.64	\$69.67	\$71.76	\$73.92
CEI Sr. Inspector (Overtime)	\$76.07	\$78.35	\$80.70	\$83.12	\$85.62	\$88.19
CEI Inspector	\$54.18	\$55.81	\$57.48	\$59.20	\$60.98	\$62.81
CEI Inspector (Overtime)	\$64.64	\$66.58	\$68.58	\$70.63	\$72.75	\$74.94

<b>Page One Consultants, Inc. (DBE sub)</b>						
CEI Sr. Project Engineer	\$124.32	\$128.05	\$131.89	\$135.85	\$139.92	\$144.12
CEI Project Administrator	\$92.39	\$95.16	\$98.02	\$100.96	\$103.99	\$107.11
CEI Assoc. Contract Support Specialist	\$54.20	\$55.83	\$57.50	\$59.23	\$61.00	\$62.83
CEI Sr. Inspector	\$63.76	\$65.67	\$67.64	\$69.67	\$71.76	\$73.92
CEI Sr. Inspector (Overtime)	\$76.07	\$78.35	\$80.70	\$83.12	\$85.62	\$88.19
CEI Inspector	\$54.18	\$55.81	\$57.48	\$59.20	\$60.98	\$62.81
CEI Inspector (Overtime)	\$64.64	\$66.58	\$68.58	\$70.63	\$72.75	\$74.94
CEI Inspector's Aide	\$31.83	\$32.78	\$33.77	\$34.78	\$35.82	\$36.90
CEI Inspector's Aide (Overtime)	\$37.98	\$39.12	\$40.29	\$41.50	\$42.75	\$44.03
CEI Secretary/Clerical Typist	\$35.02	\$36.07	\$37.15	\$38.27	\$39.42	\$40.60
<b>PB Americas, Inc. (sub)</b>						
CEI Sr. Inspector	\$63.76	\$65.67	\$67.64	\$69.67	\$71.76	\$73.92
CEI Sr. Inspector (Overtime)	\$76.07	\$78.35	\$80.70	\$83.12	\$85.62	\$88.19
CEI Inspector	\$54.18	\$55.81	\$57.48	\$59.20	\$60.98	\$62.81
CEI Inspector (Overtime)	\$64.64	\$66.58	\$68.58	\$70.63	\$72.75	\$74.94
CEI Inspector's Aide	\$31.83	\$32.78	\$33.77	\$34.78	\$35.82	\$36.90
CEI Inspector's Aide (Overtime)	\$37.98	\$39.12	\$40.29	\$41.50	\$42.75	\$44.03
<b>TBE Group, Inc. (sub)</b>						
CEI Sr. Project Engineer	\$124.32	\$128.05	\$131.89	\$135.85	\$139.92	\$144.12
Project Manager	\$105.88	\$109.06	\$112.33	\$115.70	\$119.17	\$122.74
CEI Project Administrator	\$92.39	\$95.16	\$98.02	\$100.96	\$103.99	\$107.11
CEI Contract Support Specialist	\$74.78	\$77.02	\$79.33	\$81.71	\$84.17	\$86.69
CEI Assoc. Contract Support Specialist	\$54.20	\$55.83	\$57.50	\$59.23	\$61.00	\$62.83
CEI Sr. Inspector	\$63.76	\$65.67	\$67.64	\$69.67	\$71.76	\$73.92
CEI Inspector	\$54.18	\$55.81	\$57.48	\$59.20	\$60.98	\$62.81
CEI Inspector's Aide	\$31.83	\$32.78	\$33.77	\$34.78	\$35.82	\$36.90
CEI Secretary/Clerical Typist	\$35.02	\$36.07	\$37.15	\$38.27	\$39.42	\$40.60
<b>Volkert Construction Services, Inc. (sub)</b>						
CEI Contract Support Specialist	\$74.78	\$77.02	\$79.33	\$81.71	\$84.17	\$86.69
CEI Sr. Inspector	\$63.76	\$65.67	\$67.64	\$69.67	\$71.76	\$73.92
CEI Sr. Inspector (Overtime)	\$76.07	\$78.35	\$80.70	\$83.12	\$85.62	\$88.19
<b>Volkert &amp; Associates, Inc. (sub)</b>						
2 Person Survey Crew	\$124.32	\$128.05	\$131.89	\$135.85	\$139.92	\$144.12
3 Person Survey Crew	\$156.25	\$160.94	\$165.77	\$170.74	\$175.86	\$181.14
4 Person Survey Crew	\$197.86	\$203.80	\$209.91	\$216.21	\$222.69	\$229.37

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STANDARD PROFESSIONAL SERVICES AGREEMENT**

375-030-12  
PROCUREMENT  
08/02

Contract No. C8M24

FDOT Financial ID No.(s) 237984-2-62-03, 238727-2-62-01, and 421318-1-62-01

F.A.P. No. N/A

THIS AGREEMENT, made and entered into this 26th day of February 2007, by and  
(This date to be entered by DOT only)  
between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the  
Department and TARGET ENGINEERING GROUP, INC.  
(F.E.I.D. No. 65-0897965) of 8095 NW 12th Street, Ste. 105, Miami, Florida 33126

authorized to conduct business in the State of Florida, hereinafter called the Consultant, agree as follows:

The Consultant and the Department mutually agree to abide by the Department's **Standard Professional Services Agreement, Terms**, dated August, 2000 which are available as an appendix to this form in the Department's Professional Services web site or from the Department's Office of Procurement. The **Standard Professional Services Agreement Terms**, with the exception of the following non-applicable sections:

are incorporated by reference and made a part of this Agreement.

1. **SERVICES AND PERFORMANCE**

- A. The Department does hereby retain the Consultant to furnish certain services as described in Exhibit "A", attached hereto and made a part hereof, in connection with CEI Areawide-05
- B. Unless changed by written agreement, the site for inspection of work referenced in Section 1.1 of the **Standard Professional Services Terms**, will be 160 International Parkway, Ste. 250, Heathrow, Florida 32746

2. **TERM**

- A. Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this Agreement will remain in full force and effect through completion of all services required of the Consultant or a 5 year term from the date of execution of this Agreement, whichever occurs first.
- B. Check applicable terms
- The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from the Department's \_\_\_\_\_ which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within \_\_\_\_\_ months of the commencement date specified in the notice to proceed or as modified by subsequent Amendment of Supplemental Agreement.
- The project services to be rendered by the Consultant for each task assignment will commence, upon written notice from the Department's Director or designee, and will be completed within the time period specified in each task assignment. All services performed under this contract will be completed within 60 months from the date of this Agreement. The total fee for all accumulated task assignments may not exceed \$5,000,000.
- The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from the Department's \_\_\_\_\_ which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within \_\_\_\_\_ calendar days following completion of the construction contract(s) with which consultant services are associated. The anticipated length of the consultant services is \_\_\_\_\_ months.

3. **INSURANCE**

The amount of liability insurance to be maintained by the Consultant in accordance with Section 4.B of the **Standard Professional Services Agreement Terms** is \$1,000,000

4. **SUBCONTRACTS**

The following subconsultants are authorized under this Agreement in accordance with Section 7.A. of the **Standard Professional Services Agreement Terms**:

Dyer, Riddle, Mills and Precourt, Inc.; Echezabal & Associates, Inc.; Eisman & Russo, Inc.; JBS Engineering Technical Services, Inc.; KCCS, Inc.; Mehta and Associates, Inc.; Metric Engineering Inc.; Nodarse & Associates, Inc.; PB Americas, Inc.; Quest Corporation of America, Inc.; Reynolds, Smith and Hills CS, Incorporated; TBE Group, Inc.; URS Construction Services, Inc.; and Valerie Tutor & Associates, Inc.

5. **COMPENSATION**

The Department agrees to pay the Consultant compensation as detailed in Exhibit "B", attached hereto and made a part hereof.

6. **MISCELLANEOUS**

- A. Reference in this Agreement to Director will mean the Director of Transportation Operations
- B. The services provided herein  do  do not involve the expenditure of federal funds. In the event federal funds are involved, Section 9 of the **Standard Professional Services Agreement Terms** is incorporated by reference.
- C. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein.

Page A-1 through Page A- 28 : Exhibit "A", Scope of Services

Page B-1 through Page B- 6 : Exhibit "B", Method of Compensation

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

TARGET ENGINEERING GROUP, INC.

Name of Consultant

BY: Ramzi Asfour

Authorized Signature

Ramzi Asfour, PE

(Print/Type)

Title: Executive Vice President

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

BY: Richard B. Morrow

Richard B. Morrow, P.E.

(Print/Type)

Title: Interim Director of Transportation Operations

**FOR DEPARTMENT USE ONLY**

APPROVED:

Francela Wood

Professional Services Unit

LEGAL REVIEW:

M. J. ...

General Counsel Office

**EXHIBIT "A"**

**CONSTRUCTION ENGINEERING AND INSPECTION**

**SCOPE OF SERVICES**

**FOR**

**Project Description: CEI Areawide 05**

**Financial Project ID(s):**

**237984-2-62-03**

**421318-1-62-01**

**238727-2-62-01**

**Federal Project No.: N/A, N/A, N/A**

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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:	Descriptions:	County:
238727-2-62-01	SR 25/500 US 441, 132 feet N of SE 110th ST	Marion
421318-1-62-01	SR 500/US 441 over Railroad Br 360026	Marion
237984-2-62-03	Regional CEI Services	District 5 Areawide

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.

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.

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.

Other projects developing within geographical area of Brevard, Flagler, Lake, Marion, Orange, Osceola, Seminole, Sumter and Volusia 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 services for each Task Work Order 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:

Financial Project ID	Construction Contract Estimate		
	Letting Date (Mo/Day/Yr)	Start Date (Mo/Day/Yr)	Duration (Days)
238727-2	April 3, 2007	July 22, 2007	60 days
421318-1	May 23, 2007	Sept 10, 2007	120 days
237984-2	Area wide Projects		TBD

**4.0 DEFINITIONS:**

- A. District Secretary: The Chief Executive Officer in each of the Department's eight (8) Districts.
- B. District Director of Transportation Operations: The Director of Construction, Maintenance, Traffic Operations, Materials, and Safety.
- C. District Construction Engineer: The administrative head of the District's Construction Offices.
- D. District Consultant CEI Manager: The Department employee assigned to administer the Construction Engineering and Inspection Program in the District.
- E. District Final Estimates Manager: The administrative head of the District Final Estimates Office.
- F. District Contract Compliance Manager: The administrative head of the District Contract Compliance Office.

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- G. Operations Engineer: The Engineer assigned to a particular County or area to administer Construction and Maintenance Contracts for the Department.
- H. Resident Engineer: The Engineer assigned to a particular County or area to administer Construction Contracts for the Department.
- I. 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.
- J. District Professional Services Administrator: The Administrative Head of the Professional Services Office.
- K. Public Information Office: The Department's office assigned to manage the Public Information Program.
- L. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.
- M. Consultant: The Consulting firm under contract to the Department for administration of Construction Engineering and Inspection services.
- N. 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.
- O. 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.
- P. 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.
- Q. Resident Compliance Specialist: The employee assigned by the Consultant to oversee project specific compliance functions.
- R. Contractor: The individual, firm, or company contracting with the Department for performance of work or furnishing of materials.
- S. 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.
- T. 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.

**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 each 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).
- 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, and SitePad (if applicable).

**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 for their use a computer, modem, printer, and software capable of emulating a terminal on the Department of Transportation's mainframe computer. The computer will be used by the Consultant for all transactions with the DOT's mainframe computer.

The Consultant shall comply with the Department's Information Technology Resource Standards. The Consultant will obtain FDOT userids as appropriate and

**Financial Project ID: 237984-2-62-03, 238727-2-62-01 and 421318-1-62-01**

maintain current passwords. Standard Desktop will meet the minimum standards for the Department which are Intel Pentium 4 processor with HT up to 3.4 GHz processor with 800 MHz front side bus, Windows XP Professional (latest version), 1GB RAM, 80 GB Hard Drive, DVD/CDRW-48X/32X/48X, CDRW with DVD playback, dual monitor capability, 64 MB of video memory, PS/2 keyboard, optical USB mouse, and standard external amplified computer speakers.

The Consultant shall provide each inspection staff with a laptop computer capable of running SiteManager standalone application.

Standard Laptop will meet the minimum standards for the Department which are Intel Pentium M Processor 2.0 GHz, 15 inch Ultra XGA +ATA 64 MB DDR 4X AGP Video, Microsoft Windows XP Professional (latest version), 512 MB DDR SD RAM 2 DIMMS, Internal Wireless Networking Card (compatible), 24X CDRW/DVD Combo Drive, 60 GB Ultra ATA Hard Drive, Compatible Battery, Modular Floppy Drive, Wireless 2100 802.11b 11Mbps Networking Card, docking station (advanced port replicator, designed for easy docking and undocking of laptop (no built in key locks), must have same NIC, USB and I/O port availability (to include the VGA video port) or pass through system as listed for the laptop, Nylon Carrying Case, 3ft Power Cord, and Auto/Air AC Adapter.

The consultant shall provide a flatbed color scanner and scanner software capable of interfacing with the Department's Electronic Document Management system (EDMS). Scanners, which interface with the EDMS system, can be viewed on the Department's Information Technology Resource Standards List at [http://www.dot.state.fl.us/OIS/itrstds\\_current.htm](http://www.dot.state.fl.us/OIS/itrstds_current.htm). The supported platform is Windows 2000 and the required scanner drivers are TWAIN or ISIS format.

A modem shall be required for connecting to the Department of Transportation's mainframe. The modem shall be fully Hayes compatible capable of transmitting and receiving data using 56K or higher. Communications software, e.g. Advantis, ProComm Plus, or equivalent shall be required. The Consultant will also be required to obtain monthly Internet access and maintain an e-mail address for the project.

The Consultant shall use Microsoft Word 2003 and Microsoft Excel 2003 or latest version in order to be compatible with the Department's word processing and spreadsheet software.

The Consultant will furnish computer services/software needed for project scheduling, documentation, and control (Primavera/Suretrak, Claim Digger, etc.).

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:**

The Consultant shall provide a field office with sufficient room and furnishings to effectively carry out their responsibilities under this Scope of Services.

Routine expenses 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 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.

**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 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.

**9.3 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 all off-site activities and fabrication. 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.

**9.4 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.

**9.5 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) Schedule within ten (10) days after the Notice to Proceed, a date to attend a meeting with the District Compliance Manager prior to the Pre-construction Conference. The Resident Compliance Officer shall attend this meeting.

In most cases, the above will take two separate meetings based on experience and knowledge of the particular firm.

- (4) 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.
- (5) 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.

- (6) 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.
- (7) 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

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"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.

- (8) Analyze problems that arise on a project and proposals submitted by the Contractor, work to resolve such issues, and process the necessary paperwork.
- (9) Monitor, inspect and document utility construction for conformance with Utility Agency's Water and Sewer Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, Department's staff and contractors in execution of the work. Identify potential utility conflicts and assist in the resolution of utility issues.
- (10) 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.
- (11) Prepare and make presentations before the Dispute Review Boards in connection with the project covered by this Agreement.
- (12) 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 Department procedures.
- (13) 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 District Contract Compliance Manager as requested.

- (14) Provide Public Information services as required to manage inquiries from the public, public officials, and the news media. Prepare newsletters for distribution to adjacent property owners. The Department Construction Project Manager and Public Information Office shall approve all notices, brochures, responses to news media, etc., prior to release.
- (15) 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.
- (16) 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.
- (17) 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.

#### **9.6 Public Information Services :**

This contract will require the service of a Public Information Officer (PIO) that will be proactive in keeping the community aware of the status and traffic impact of the referenced project. With approval from the District Public Information Director, the PIO shall prepare and disseminate information to the public, elected officials and the media of any upcoming events, which will affect traffic flow. The PIO will produce and distribute all publications (letters, flyers, brochures and news releases) necessary for this contract. The District Public Information Director, prior to release, will approve all responses, letters, news releases and the like.

The Public Information Officer (PIO) shall provide the services associated with the preparation and dissemination of information normally provided to the general public during the construction of the public facility. These services shall consist of, but not be limited to, the following:

1. Prepare a public information plan for this contract stating goals, critical activities, completion dates, etc., and how this plan will be implemented.

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2. Coordinate general public informational meetings to outline the project scope and proposed schedule.
3. Provide replies to e-mails and letters, news releases, and media updates as approved by the Director of Public Information.
4. Update construction progress schedules.
5. Direct public complaints to the proper parties as identified by the Department and provide responses as approved by the Director of Public Information.
6. Contact business and other establishments within the proposed work area in advance of road closing or other disruptions to mitigate impacts as much as possible.
7. Provide feedback to the Consultant Senior Project Engineer on construction activities in this contract to achieve proper coordination between projects, to make sure there are not conflicting MOT set-ups and to minimize delays to the traveling public.
8. Schedule and organize construction progress meetings with public officials (i.e. fire, police, ambulance, school boards, county and city commissioners, etc.) and private business concerns to discuss project schedules and special problems throughout the project duration.
9. Maintain a website lined to the Department's website and provide current and accurate information. All web applications must meet the standards established in Section 508 of the Rehabilitation Act. The website must be capable of receiving e-mail inquiries regarding the project. The website may be continued for the duration of this contract.
10. The CEI consultant will be required to provide office space for the PIO. The PIO must have a phone number independent from the CEI.
11. Coordinate with any special events, which may occur during this contract.

**9.7 Utility Coordination:**

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 Administrator, Contract Support Specialist, and Associate Contract Support Specialist.

### **10.2 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

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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 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.

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

- Concrete Post-Tensioned Segmental Box Girder (CPTS)
- Concrete Post-Tensioned Continuous Beam (CPTCB)
- Movable Bridges (MB)

**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 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], 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:

Qualification:

FDOT Advanced MOT

Pass the CTQP examination covering the training video "Grouting of Bridge Post-tensioning Tendons" (If applicable)

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.

**CONSTRUCTION PROJECT MANAGER.** - A Civil Engineering degree 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], or for non-degreed personnel 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:

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.

**PROJECT ADMINISTRATOR** - 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, be a registered professional engineer in the State of Florida (or if registered in another state, have the ability to obtain registration in Florida within six (6) months) and have a Civil Engineering degree plus five (5) years, or be non-registered with eight (8) years, of general bridge construction experience of which two (2) years for registered project administrators, or four (4) years for non-registered project administrators, must have been with the type of CC2

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bridge construction project for which CEI services are being provided by this scope. Additionally, a minimum of twelve (12) months 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. 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.

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:

FDOT Intermediate MOT

Pass the CTQP examination covering the training video "Grouting of Bridge Post-tensioning Tendons" (If applicable)

CTQP Final Estimates Level II

Certifications:

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

Other:

Attend CTQP Quality Control Manager Course and pass the examination.

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

**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. 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. Note: This position will not be used if a Contract Support Specialist is utilized.

**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, evaluates data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary.

**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.

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. 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.

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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.

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:

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.)

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.

**ASPHALT PLANT INSPECTOR** - High School graduate or equivalent plus one (1) year experience in the surveillance and inspection of hot mix asphalt plant operations and the following:

Qualifications:

CTQP Asphalt Plant Level I  
CTQP Asphalt Plant Level II  
CTQP Final Estimates Level I

Certifications:

None

**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.

**SURVEY PARTY CHIEF** - High School graduate plus four years of experience in construction surveying (including two (2) years as Party Chief). Experienced in field engineering and construction layout, making and checking survey computations and supervising a survey party. Work is performed under general supervision of Project Administrator.

**INSTRUMENT-MAN** - High school graduate plus three (3) years of experience in construction surveying one (1) year of which shall have been as instrument-man. Responsible for performing assignments in assisting Party Chief in the performance of their duties. Receives general supervision from Party Chief who reviews work while in progress.

**ROD-MAN/CHAIN-MAN** - High school graduate with some survey experience or training preferred. Receives supervision from and assists Party Chief who reviews work while in progress.

**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.

**CASTING YARD ENGINEER/MANAGER - CONCRETE POST-TENSIONED SEGMENTAL BOX GIRDER BRIDGES (CPTS)** - Be a registered Professional Engineer in the State of Florida (or if registered in another state, have the ability to obtain registration in Florida within 6 months) with a minimum of one (1) year, or non-registered with a minimum of three (3) years, of experience with the use of geometry control computer programs and with the performance of surveying procedures required for the production of precast concrete box segments at a casting yard.

**GEOTECHNICAL ENGINEER** - Be a registered Professional Engineer in the State of Florida (or if registered in another state, have the ability to obtain registration in Florida within 6 months) with a minimum of 5 years of experience in being in responsible charge of the geotechnical foundation construction engineering and dynamic testing work on at least five (5) Department bridge projects, including Department Structures Design Category 2 bridge projects, having driven pile foundations/drilled shaft foundations or similar projects for other State Department of Transportation. "Responsible charge" experience shall include verifiable and successful drilled shaft installation and coring inspections and constructions, static, Osterberg Cell and/or Statnamic load test experience, as well as Pile Driving Analyzer (PDA), WEAP computer program and CAPWAP computer programs to analyze concrete/steel/timber piling.

**GEOTECHNICAL TECHNICIAN** - Knowledge in the use and provisions of the PDA system, WEAP and CAPWAP computer programs to analyze

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concrete/steel/timber piling in conjunction with dynamic load tests with a minimum of three (3) years of experience on at least two (2) Department bridge projects.

Qualifications:

CTQP Pile Driving Inspection  
CTQP Drilled Shaft Inspection

**PUBLIC INFORMATION OFFICER** – High school graduate or equivalent and be knowledgeable in public information and/or advertising involving mass circulation or distribution of literature, mass advertising or other similar activities and performed such work for a at least three (3) years.

**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.

**10.3 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 (30<sup>th</sup>) 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

**Financial Project ID: 237984-2-62-03, 238727-2-62-01 and 421318-1-62-01**

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 30<sup>th</sup> 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

EXHIBIT "B"  
METHOD OF COMPENSATION  
CEI AREAWIDE-05

Financial Project ID No.: 237984-2-62-03, 238727-2-62-01, and 421318-1-62-01  
Description: Regional CEI Services, SR 25/500 US 441 (132 ft. North of SE 110<sup>th</sup> St.), SR 500/US 441  
over Railroad Br. 360026

1.0 PURPOSE:

This exhibit defines the method and limits of compensation to be made to the CONSULTANT for the services described in Exhibit "A", Scope of Services, and the method by which payments will be made.

This Agreement shall have a term of five (5) years from the date of execution. At the end of this term, the end of services date and the term may be extended solely for the purpose of completing work authorized prior to the end of the initial five (5) year term.

The DEPARTMENT shall request CONSULTANT services on an as needed basis. Services to be provided on each project/work authorization/work order/work assignment will be initiated and completed as directed by the Project Manager or his/her designee. Any reference made to "project" shall also apply to "work authorization", "work order", "work assignment".

2.0 COMPENSATION:

For satisfactory completion of services authorized under this Agreement, the DEPARTMENT will pay the CONSULTANT a Total Maximum Limiting Amount not to exceed \$5,000,000. This is a task assignment type agreement. The DEPARTMENT will furnish the CONSULTANT written authorizations specifying the services to be performed and the fees to be paid for each work authorization assigned under this agreement.

This contract initially combines regional miscellaneous CEI services with two small specific projects as stated in Exhibit "A", Scope of Services. Funding for the two small projects will be authorized and encumbered individually as Task Work Orders after execution of the contract.

The total amount of this agreement is expected to be funded by multiple appropriations. The DEPARTMENT'S performance and obligation to pay for the regional services under this contract is contingent upon annual appropriations by the Florida Legislature. Currently, \$500,000 of the total amount has been approved. Therefore, it is agreed that the CONSULTANT will not be obligated to perform services nor incur costs which would result in exceeding the funding currently approved, nor will the DEPARTMENT be obligated to reimburse the CONSULTANT for costs or make fee payments in excess of currently established funding. The DEPARTMENT will provide written authorizations through supplemental amendments when additional funds in the current fiscal year and appropriations for subsequent fiscal years are available for the regional services. Additional small projects funded individually may be added through individually encumbered Task Work Orders.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient funding remains within the amount established for each assignment to complete authorized services. Changes to the amounts established for each work assignment shall require a supplemental amendment to the assignment. The CONSULTANT shall not be obligated to perform services nor incur costs which would result in exceeding the amount established for each assignment, nor will the DEPARTMENT be obligated to reimburse the CONSULTANT for costs or make fee payments in excess of the total funding established for each assignment, except when such

amount is increased by a supplemental amendment.

The following subconsultants' total maximum amount of compensation shall be less than \$250,000:

Quest Corporation of America, Inc.  
Valerie Tutor & Associates, Inc.

At such time as each firm obtains a DEPARTMENT approved audited overhead rate, an amendment may be issued to remove this limitation to its participation in this agreement.

## 2.1 SUMMARY OF COMPENSATION

Fees for each work assignment will be negotiated either as a lump sum amount, a limiting amount, or as a combination lump sum and limiting amount. Fees will be negotiated using the rates provided in Section 5.0 of this Exhibit. Compensation will be in accordance with Section 2.2.

## 2.2 DETAILS OF COMPENSATION

### LUMP SUM AMOUNTS

Basic CEI Services (LS-2): The CONSULTANT will receive progress payments for these services based on the percentage of services that have been completed and accepted by the DEPARTMENT during the billing period.

### LIMITING AMOUNTS

For any of the following elements, which are established as limiting amounts, the DEPARTMENT will compensate the CONSULTANT for all reasonable, allocable and allowable costs incurred in the categories below. The reasonableness, allocability and allowability of reimbursements sought under this Agreement are expressly made subject to the terms of this Agreement; Federal Acquisition Regulations; Office of Management and Budget Circulars A-21, A-87, A-102, and A-110; and any pertinent Federal and State law.

Basic CEI Services (LA-4): Subject to the established limiting amount, the CONSULTANT will be compensated for these services based on the rates provided in Table 6 of Section 5.0. No multipliers will be applied to these rates. Payment for such services will be based on approved time incurred during the billing period.

Survey Services (LA-4): Subject to the established limiting amount, the CONSULTANT will be compensated for these services based on the rates provided in Table 6 in Section 5.0. No multipliers will be applied to these rates. Payment for such services will be based on approved time incurred during the billing period.

## 3.0 INVOICING PROCEDURE:

The CONSULTANT will be eligible for progress payments under this Agreement at intervals not less than monthly or when individual tasks or mileposts defined in this agreement are completed or reached.

Invoices for this Agreement will be prepared by the CONSULTANT and submitted through the DEPARTMENT'S Computerized Invoice Transmission System (CITS). The invoices will be supported by such information as may be required by DEPARTMENT procedures to substantiate the charges being invoiced. The CONSULTANT will maintain for this purpose a job cost accounting system that is acceptable to the DEPARTMENT.

If requested by the DEPARTMENT, the final invoice for this Agreement will be accompanied by a certified job cost summary report generated by the CONSULTANT's accounting system. The report will include at a minimum the total number of hours and salary cost actually charged to the project, the total direct vehicle expense, the total miscellaneous direct expense, and total subconsultant cost charged to the project.

Monthly, at the time of invoice submittal, the CONSULTANT will report subconsultant payments through the DEPARTMENT's Equal Opportunity Reporting System on the Internet. Failure to submit a properly completed report may be cause for rejection of the invoice. Within thirty days after receipt of final payment, the CONSULTANT will submit a final subconsultant payment report. The CONSULTANT will pay all subconsultants their proportionate share of payments received from the DEPARTMENT within thirty days of the CONSULTANT's receipt of payment from the DEPARTMENT.

The DEPARTMENT will render a decision on the acceptability of services within ten working days of receipt of either the services or invoice, whichever is later. The DEPARTMENT reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the DEPARTMENT. Any payment withheld will be released and paid to the CONSULTANT promptly when work is subsequently performed.

#### 4.0 PROJECT CLOSEOUT:

##### 4.1 FINAL AUDIT:

If requested, the CONSULTANT will permit the DEPARTMENT to perform or have performed an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid to the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under this Agreement are subsequently properly disallowed by the DEPARTMENT because of accounting errors or charges not in conformity with this Agreement, the CONSULTANT agrees that such disallowed amounts are due to the DEPARTMENT upon demand. Further, the DEPARTMENT will have the right to deduct from any payment due the CONSULTANT under any other contract between the DEPARTMENT and CONSULTANT any amount due the DEPARTMENT under this Agreement.

##### 4.2 CERTIFICATION OF COMPLETION:

A Certificate of Completion will be prepared for execution by both parties stating the total compensation due the CONSULTANT, the amount previously paid, and the difference.

Upon execution of the Certificate of Completion, the CONSULTANT will submit to the DEPARTMENT either a termination invoice for an amount due or a refund for the overpayment, provided the net difference is not zero.

#### 5.0 COMPENSATION RATES

The following table is provided for definition of contractual rates.

**Table 6  
LOADED HOURLY BILLING RATES**

No multipliers will be added to these rates.

	Start – 12/31/2007	1/1/2008 – 12/31/2008	1/1/2009 – 12/31/2009	1/1/2010 – 12/31/2010	1/1/2011 – 12/31/2011	1/1/2012 – End
<b>TARGET ENGINEERING GROUP, INC. (Prime)</b>						
CEI Sr. Project Engineer	\$120.70	\$124.32	\$128.05	\$131.89	\$135.85	\$139.93
Project Manager	\$102.80	\$105.88	\$109.06	\$112.33	\$115.70	\$119.17
CEI Project Administrator	\$89.70	\$92.39	\$95.16	\$98.02	\$100.96	\$103.99
CEI Contract Support Specialist	\$72.60	\$74.78	\$77.02	\$79.33	\$81.71	\$84.16
CEI Sr. Inspector	\$61.90	\$63.76	\$65.67	\$67.64	\$69.67	\$71.76
CEI Inspector	\$52.60	\$54.18	\$55.80	\$57.48	\$59.20	\$60.98
CEI Inspector's Aide	\$30.90	\$31.83	\$32.78	\$33.77	\$34.78	\$35.82
CEI Secretary/Clerical Typist	\$34.00	\$35.02	\$36.07	\$37.15	\$38.27	\$39.42
CEI Res. Compliance Specialist	\$46.40	\$47.79	\$49.23	\$50.70	\$52.22	\$53.79
<b>DYER, RIDDLER, MILLS &amp; PRECOURT, INC. (Sub)</b>						
CEI Sr. Project Engineer	\$120.70	\$124.32	\$128.05	\$131.89	\$135.85	\$139.93
Project Manager	\$102.80	\$105.88	\$109.06	\$112.33	\$115.70	\$119.17
CEI Project Administrator	\$89.70	\$92.39	\$95.16	\$98.02	\$100.96	\$103.99
CEI Contract Support Specialist	\$72.60	\$74.78	\$77.02	\$79.33	\$81.71	\$84.16
CEI Sr. Inspector	\$61.90	\$63.76	\$65.67	\$67.64	\$69.67	\$71.76
CEI Inspector/Engineer Intern	\$52.60	\$54.18	\$55.80	\$57.48	\$59.20	\$60.98
CEI Inspector's Aide	\$30.90	\$31.83	\$32.78	\$33.77	\$34.78	\$35.82
CEI Secretary/Clerical Typist	\$34.00	\$35.02	\$36.07	\$37.15	\$38.27	\$39.42
CEI Res. Compliance Specialist	\$46.40	\$47.79	\$49.23	\$50.70	\$52.22	\$53.79
2 Person Survey Crew	\$120.70	\$124.32	\$128.05	\$131.89	\$135.85	\$139.93
3 Person Survey Crew	\$151.70	\$156.25	\$160.94	\$165.77	\$170.74	\$175.86
4 Person Survey Crew	\$192.10	\$197.86	\$203.80	\$209.91	\$216.21	\$222.70
<b>ECHZABAL &amp; ASSOCIATES, INC. (DBE Sub)</b>						
2 Person Survey Crew	\$120.70	\$124.32	\$128.05	\$131.89	\$135.85	\$139.93
3 Person Survey Crew	\$151.70	\$156.25	\$160.94	\$165.77	\$170.74	\$175.86
4 Person Survey Crew	\$192.10	\$197.86	\$203.80	\$209.91	\$216.21	\$222.70
<b>EISMAN &amp; RUSSO, INC. (Sub)</b>						
CEI Sr. Project Engineer	\$120.70	\$124.32	\$128.05	\$131.89	\$135.85	\$139.93
Project Manager	\$102.80	\$105.88	\$109.06	\$112.33	\$115.70	\$119.17
CEI Project Administrator	\$89.70	\$92.39	\$95.16	\$98.02	\$100.96	\$103.99
CEI Contract Support Specialist	\$72.60	\$74.78	\$77.02	\$79.33	\$81.71	\$84.16
CEI Sr. Inspector	\$61.90	\$63.76	\$65.67	\$67.64	\$69.67	\$71.76
CEI Inspector	\$52.60	\$54.18	\$55.80	\$57.48	\$59.20	\$60.98
CEI Inspector's Aide	\$30.90	\$31.83	\$32.78	\$33.77	\$34.78	\$35.82
CEI Secretary/Clerical Typist	\$34.00	\$35.02	\$36.07	\$37.15	\$38.27	\$39.42
CEI Res. Compliance Specialist	\$46.40	\$47.79	\$49.23	\$50.70	\$52.22	\$53.79
<b>JBS ENGINEERING TECHNICAL SERVICES, INC. (DBE Sub)</b>						
CEI Sr. Project Engineer	\$120.70	\$124.32	\$128.05	\$131.89	\$135.85	\$139.93
Project Manager	\$102.80	\$105.88	\$109.06	\$112.33	\$115.70	\$119.17
CEI Project Administrator	\$89.70	\$92.39	\$95.16	\$98.02	\$100.96	\$103.99
CEI Contract Support Specialist	\$72.60	\$74.78	\$77.02	\$79.33	\$81.71	\$84.16
CEI Sr. Inspector	\$61.90	\$63.76	\$65.67	\$67.64	\$69.67	\$71.76
CEI Sr. Inspector (Overtime)	\$73.85	\$76.07	\$78.35	\$80.70	\$83.12	\$85.62
CEI Inspector	\$52.60	\$54.18	\$55.80	\$57.48	\$59.20	\$60.98
CEI Inspector (Overtime)	\$62.76	\$64.64	\$66.58	\$68.58	\$70.64	\$72.76
CEI Inspector's Aide	\$30.90	\$31.83	\$32.78	\$33.77	\$34.78	\$35.82
CEI Inspector's Aide (Overtime)	\$36.87	\$37.98	\$39.12	\$40.29	\$41.50	\$42.75
CEI Secretary/Clerical Typist	\$34.00	\$35.02	\$36.07	\$37.15	\$38.27	\$39.42
CEI Res. Compliance Specialist	\$46.40	\$47.79	\$49.23	\$50.70	\$52.22	\$53.79
<b>KCCS, INC. (Sub)</b>						
CEI Sr. Project Engineer	\$120.70	\$124.32	\$128.05	\$131.89	\$135.85	\$139.93
Project Manager	\$102.80	\$105.88	\$109.06	\$112.33	\$115.70	\$119.17
CEI Project Administrator	\$89.70	\$92.39	\$95.16	\$98.02	\$100.96	\$103.99
CEI Contract Support Specialist	\$72.60	\$74.78	\$77.02	\$79.33	\$81.71	\$84.16
CEI Sr. Inspector	\$61.90	\$63.76	\$65.67	\$67.64	\$69.67	\$71.76
CEI Sr. Inspector (Overtime)	\$73.85	\$76.07	\$78.35	\$80.70	\$83.12	\$85.62
CEI Inspector	\$52.60	\$54.18	\$55.80	\$57.48	\$59.20	\$60.98
CEI Inspector (Overtime)	\$62.76	\$64.64	\$66.58	\$68.58	\$70.64	\$72.76
CEI Inspector's Aide	\$30.90	\$31.83	\$32.78	\$33.77	\$34.78	\$35.82
CEI Inspector's Aide (Overtime)	\$36.87	\$37.98	\$39.12	\$40.29	\$41.50	\$42.75
CEI Secretary/Clerical Typist	\$34.00	\$35.02	\$36.07	\$37.15	\$38.27	\$39.42
CEI Res. Compliance Specialist	\$46.40	\$47.79	\$49.23	\$50.70	\$52.22	\$53.79

<b>MEHTA AND ASSOCIATES, INC. (DBE Sub)</b>						
2 Person Survey Crew	\$120.70	\$124.32	\$128.05	\$131.89	\$135.85	\$139.93
3 Person Survey Crew	\$151.70	\$156.25	\$160.94	\$165.77	\$170.74	\$175.86
4 Person Survey Crew	\$192.10	\$197.86	\$203.80	\$209.91	\$216.21	\$222.70
<b>METRIC ENGINEERING, INC. (Sub)</b>						
CEI Sr. Project Engineer	\$120.70	\$124.32	\$128.05	\$131.89	\$135.85	\$139.93
Project Manager	\$102.80	\$105.88	\$109.06	\$112.33	\$115.70	\$119.17
CEI Project Administrator	\$89.70	\$92.39	\$95.16	\$98.02	\$100.96	\$103.99
CEI Contract Support Specialist	\$72.60	\$74.78	\$77.02	\$79.33	\$81.71	\$84.16
CEI Sr. Inspector	\$61.90	\$63.76	\$65.67	\$67.64	\$69.67	\$71.76
CEI Inspector	\$52.60	\$54.18	\$55.80	\$57.48	\$59.20	\$60.98
CEI Inspector's Aide	\$30.90	\$31.83	\$32.78	\$33.77	\$34.78	\$35.82
CEI Secretary/Clerical Typist	\$34.00	\$35.02	\$36.07	\$37.15	\$38.27	\$39.42
CEI Res. Compliance Specialist	\$46.40	\$47.79	\$49.23	\$50.70	\$52.22	\$53.79
<b>NODARSE &amp; ASSOCIATES, INC. (DBE Sub)</b>						
CEI Sr. Project Engineer	\$120.70	\$124.32	\$128.05	\$131.89	\$135.85	\$139.93
Project Manager	\$102.80	\$105.88	\$109.06	\$112.33	\$115.70	\$119.17
CEI Project Administrator	\$89.70	\$92.39	\$95.16	\$98.02	\$100.96	\$103.99
CEI Contract Support Specialist	\$72.60	\$74.78	\$77.02	\$79.33	\$81.71	\$84.16
CEI Sr. Inspector	\$61.90	\$63.76	\$65.67	\$67.64	\$69.67	\$71.76
CEI Sr. Inspector (Overtime)	\$73.85	\$76.07	\$78.35	\$80.70	\$83.12	\$85.62
CEI Inspector	\$52.60	\$54.18	\$55.80	\$57.48	\$59.20	\$60.98
CEI Inspector (Overtime)	\$62.76	\$64.64	\$66.58	\$68.58	\$70.64	\$72.76
CEI Inspector's Aide	\$30.90	\$31.83	\$32.78	\$33.77	\$34.78	\$35.82
CEI Inspector's Aide (Overtime)	\$36.87	\$37.98	\$39.12	\$40.29	\$41.50	\$42.75
CEI Secretary/Clerical Typist	\$34.00	\$35.02	\$36.07	\$37.15	\$38.27	\$39.42
CEI Res. Compliance Specialist	\$46.40	\$47.79	\$49.23	\$50.70	\$52.22	\$53.79
<b>PB AMERICAS, INC. (Sub)</b>						
CEI Sr. Project Engineer	\$120.70	\$124.32	\$128.05	\$131.89	\$135.85	\$139.93
Project Manager	\$102.80	\$105.88	\$109.06	\$112.33	\$115.70	\$119.17
CEI Project Administrator	\$89.70	\$92.39	\$95.16	\$98.02	\$100.96	\$103.99
CEI Contract Support Specialist	\$72.60	\$74.78	\$77.02	\$79.33	\$81.71	\$84.16
CEI Sr. Inspector	\$61.90	\$63.76	\$65.67	\$67.64	\$69.67	\$71.76
CEI Sr. Inspector (Overtime)	\$73.85	\$76.07	\$78.35	\$80.70	\$83.12	\$85.62
CEI Inspector	\$52.60	\$54.18	\$55.80	\$57.48	\$59.20	\$60.98
CEI Inspector (Overtime)	\$62.76	\$64.64	\$66.58	\$68.58	\$70.64	\$72.76
CEI Inspector's Aide	\$30.90	\$31.83	\$32.78	\$33.77	\$34.78	\$35.82
CEI Inspector's Aide (Overtime)	\$36.87	\$37.98	\$39.12	\$40.29	\$41.50	\$42.75
CEI Secretary/Clerical Typist	\$34.00	\$35.02	\$36.07	\$37.15	\$38.27	\$39.42
CEI Res. Compliance Specialist	\$46.40	\$47.79	\$49.23	\$50.70	\$52.22	\$53.79
<b>QUEST CORPORATION OF AMERICA, INC. (DBE Sub)</b>						
CEI Sr. Project Engineer	\$120.70	\$124.32	\$128.05	\$131.89	\$135.85	\$139.93
Project Manager	\$102.80	\$105.88	\$109.06	\$112.33	\$115.70	\$119.17
CEI Project Administrator	\$89.70	\$92.39	\$95.16	\$98.02	\$100.96	\$103.99
CEI Contract Support Specialist	\$72.60	\$74.78	\$77.02	\$79.33	\$81.71	\$84.16
CEI Sr. Inspector Intern	\$61.90	\$63.76	\$65.67	\$67.64	\$69.67	\$71.76
CEI Inspector	\$52.60	\$54.18	\$55.80	\$57.48	\$59.20	\$60.98
CEI Inspector's Aide	\$30.90	\$31.83	\$32.78	\$33.77	\$34.78	\$35.82
CEI Secretary/Clerical Typist	\$34.00	\$35.02	\$36.07	\$37.15	\$38.27	\$39.42
CEI Res. Compliance Specialist	\$46.40	\$47.79	\$49.23	\$50.70	\$52.22	\$53.79
CEI Public Information Officer	\$55.50	\$57.17	\$58.88	\$60.65	\$62.47	\$64.34
<b>REYNOLDS, SMITH AND HILLS CS, INC. (Sub)</b>						
CEI Sr. Project Engineer	\$120.70	\$124.32	\$128.05	\$131.89	\$135.85	\$139.93
Project Manager	\$102.80	\$105.88	\$109.06	\$112.33	\$115.70	\$119.17
CEI Project Administrator	\$89.70	\$92.39	\$95.16	\$98.02	\$100.96	\$103.99
CEI Contract Support Specialist	\$72.60	\$74.78	\$77.02	\$79.33	\$81.71	\$84.16
CEI Sr. Inspector	\$61.90	\$63.76	\$65.67	\$67.64	\$69.67	\$71.76
CEI Inspector	\$52.60	\$54.18	\$55.80	\$57.48	\$59.20	\$60.98
CEI Inspector's Aide	\$30.90	\$31.83	\$32.78	\$33.77	\$34.78	\$35.82
CEI Secretary/Clerical Typist	\$34.00	\$35.02	\$36.07	\$37.15	\$38.27	\$39.42
CEI Res. Compliance Specialist	\$46.40	\$47.79	\$49.23	\$50.70	\$52.22	\$53.79
<b>TBE GROUP, INC. (Sub)</b>						
CEI Sr. Project Engineer	\$120.70	\$124.32	\$128.05	\$131.89	\$135.85	\$139.93
Project Manager	\$102.80	\$105.88	\$109.06	\$112.33	\$115.70	\$119.17
CEI Project Administrator	\$89.70	\$92.39	\$95.16	\$98.02	\$100.96	\$103.99
CEI Contract Support Specialist	\$72.60	\$74.78	\$77.02	\$79.33	\$81.71	\$84.16
CEI Sr. Inspector	\$61.90	\$63.76	\$65.67	\$67.64	\$69.67	\$71.76
CEI Inspector	\$52.60	\$54.18	\$55.80	\$57.48	\$59.20	\$60.98
CEI Inspector's Aide	\$30.90	\$31.83	\$32.78	\$33.77	\$34.78	\$35.82
CEI Secretary/Clerical Typist	\$34.00	\$35.02	\$36.07	\$37.15	\$38.27	\$39.42

CEI Res. Compliance Specialist	\$46.40	\$47.79	\$49.23	\$50.70	\$52.22	\$53.79
<b>URS CONSTRUCTION SERVICES, INC. (Sub)</b>						
CEI Sr. Project Engineer	\$120.70	\$124.32	\$128.05	\$131.89	\$135.85	\$139.93
Project Manager	\$102.80	\$105.88	\$109.06	\$112.33	\$115.70	\$119.17
CEI Project Administrator	\$89.70	\$92.39	\$95.16	\$98.02	\$100.96	\$103.99
CEI Contract Support Specialist	\$72.60	\$74.78	\$77.02	\$79.33	\$81.71	\$84.16
CEI Sr. Inspector	\$61.90	\$63.76	\$65.67	\$67.64	\$69.67	\$71.76
CEI Inspector	\$52.60	\$54.18	\$55.80	\$57.48	\$59.20	\$60.98
CEI Inspector's Aide	\$30.90	\$31.83	\$32.78	\$33.77	\$34.78	\$35.82
CEI Secretary/Clerical Typist	\$34.00	\$35.02	\$36.07	\$37.15	\$38.27	\$39.42
CEI Res. Compliance Specialist	\$46.40	\$47.79	\$49.23	\$50.70	\$52.22	\$53.79
<b>VALERIE TUTOR &amp; ASSOCIATES, INC. (DBE Sub)</b>						
CEI Inspector	\$52.60	\$54.18	\$55.80	\$57.48	\$59.20	\$60.98
CEI Inspector (Overtime)	\$62.76	\$64.64	\$66.58	\$68.58	\$70.64	\$72.76
CEI Secretary/Clerical Typist	\$34.00	\$35.02	\$36.07	\$37.15	\$38.27	\$39.42
CEI Res. Compliance Specialist	\$46.40	\$47.79	\$49.23	\$50.70	\$52.22	\$53.79
CEI Public Information Officer	\$55.50	\$57.17	\$58.88	\$60.65	\$62.47	\$64.34