AGENDA REQUEST

AGENDA HEADING: Consent Agenda No. 1
COMMISSION MEETING DATE: June 17, 2019
AGENDA ITEM NO: IV.A.6.

BY: Public Works
Analyzing Department
Doug Jeffcoat
City Engineer Davis Shaw

SUBJECT:
Approval Re: Agreement with EXP US Services Inc. for Construction Engineering and Inspection Services (CEI) during the construction of the US 41 and Fruitville Road Roundabout in the amount of $1,052,352.54.

COMMISSION PRIORITIES:
Economic Development and Growth

EXPLANATION:
FDOT is permitting this roundabout to be constructed within their right of way and as such have requirements that ensure that the construction activities, techniques and materials used in the construction follow their specifications. The CEI effort inspects, reports, documents and ensures that the project is constructed according to the plans and specifications. Public Information and outreach, surveying, geotechnical services, construction engineering, utility coordination, environmental compliance, pay estimates, photo-documentation and post construction project close out activities are all included as a part of the overall effort in the contract.

ADMINISTRATION'S RECOMMENDATION:
Motion To: Approve the Agreement between the City of Sarasota and EXP US Services Inc. for Construction Engineering and Inspection Services (CEI) in the amount of $1,052,352.54 for the US 41 and Fruitville Road Roundabout construction project with authorization for the Mayor and City Auditor and Clerk to execute the document only upon expiration of the Notice of RFP Action protest period and if there is no protest.”

APPROVAL SUMMARY:

<table>
<thead>
<tr>
<th>Approval</th>
<th>Required</th>
<th>Date Completed</th>
<th>Completed By</th>
<th>Status</th>
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</thead>
<tbody>
<tr>
<td>Department Head Approval</td>
<td>Y</td>
<td>06/12/2019</td>
<td>Doug Jeffcoat</td>
<td>APPROVED</td>
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<tr>
<td>Finance Review / Approval</td>
<td>Y</td>
<td>06/12/2019</td>
<td>David Boswell</td>
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<td>Legal Review / Approval</td>
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<td>Deputy City Manager Approval</td>
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<td>City Manager Approval</td>
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<td>Marlon Brown</td>
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<td>City Auditor and Clerk Approval</td>
<td>Y</td>
<td>06/12/2019</td>
<td>Shavla Griggs</td>
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### ADDITIONAL EXPLANATION:


### ADDITIONAL ADMIN RECOMMENDATION:


### FUNDING SOURCE:

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<tr>
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<td>Road Impact Fees 190-138-000-000636-001354</td>
<td>$652,352.54</td>
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<td>JPA w/FDOT 126-138-000-000636-001354</td>
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### HOUSING IMPACT (Per House):

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<th>NEW CONSTRUCTION</th>
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<td>$0</td>
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### SUPPORT DEPARTMENTS:

- City Auditor and Clerk - Shayla Griggs
- City Attorney - Robert Fournier
- City Commissioners - Thomas Barwin
- Purchasing - David Boswell
- Financial Administration - Kelly Strickland
- City Manager - Thomas Barwin
- Commission Liaisons - Marlon Brown

### AGENDA DISPOSITION

**COMMISSION ACTION:**

Final Action Motion: 

Motion By: ___________________________   Second By: ___________________________

Vote: ___________________________
RFP Received Record

Time Stamp: 04-18-19 02:30 IN

Solicitation Number: 19-30 BK

Solicitation Title: CEI Services - Roundabout: U.S. 41 and Fruitville Road (FPID # 439025-3)

Thursday, April 11, 2019 at 2:30 PM

Opened by: Buyer

Verified by: Jessica Smith

<table>
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<tr>
<th>#</th>
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<td>COM SMITH, INC.</td>
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<td>EXP U.S. SERVICES, INC.</td>
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Notice of Proposal Action

Solicitation Number: 19-30 BK
Solicitation Title: CEI Services - Roundabout: U.S. 41 and Fruitville Road (FPID # 439025-3)
Solicitation Type: Request for Proposal-RFP
Protest Deadline: Thursday, May 16, 2019 at 4:00 p.m.

The Purchasing Division received response(s) for the above solicitation on:

Thursday, April 11, 2019 at 2:30 PM

At the solicitation opening all submissions were recorded. It is the City of Sarasota's intent to award a contract for this solicitation to the following vendor(s).

EXP U.S. Services, Inc.

A bidder may file a Notice of Protest by emailing or faxing said Notice to the Purchasing General Manager within 3 business days of the issuance of the Notice of Bid/Proposal Action. Such Notice of Protest shall include the bid or proposal number and title; the name and address of the protestor; and a brief statement as to the basis of the protest. The complete written protest must be filed with the Purchasing General Manager within 10 calendar days of the issuance of the Notice of Bid/Proposal Action. Please reference City of Sarasota Ordinance 12-5009 for details and layout of response.
City of Sarasota

EVALUATION RANKING-SUMMARY SHEET

For

19-30BK, CEI Services - Roundabout US 41 and Fruitville Rd. (FPID 439025-3)

<table>
<thead>
<tr>
<th>Purchasing Division Representative</th>
<th>Barney Kavanagh</th>
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<tr>
<th>Proposer Number</th>
<th>Company</th>
<th>Mem1</th>
<th>Mem2</th>
<th>Mem3</th>
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Ranking of Firms:

1st: EXP U.S. Services, Inc.  
2nd: CDM Smith, Inc.

Signature: __________________________ Date: 04-26-19
Barney Kavanagh

Verified by: __________________________ Date: 04-26-19
Tammy Spearman

If there is a tie (two or more firms have the same number of 1st place rankings), then the firms that has the highest number of 1st place and 2nd place rankings shall be the first ranked firm. This method shall be used for all ties.
Interoffice Memorandum

To      Doug Jeffcoat
        Director - Public Works

Thru:   David W. Boswell, CPPO, CPPB, SPSM
        Purchasing General Manager

From    Barney Kavanagh
        Senior Professional Buyer

Subject  19-30 BK

CEI Services - Roundabout: U.S. 41 and Fruitville Road (FPID # 439025-3)

The Purchasing Division received response(s) for the above solicitation on:

    Thursday, April 11, 2019  at  2:30 PM

At the solicitation opening all submissions were recorded. Attached are the results of the
pricing bids or RFP Committee scoring for you to review. Please review all the
submissions and provide the Purchasing Division with your recommendation for award
at your earliest convenience. Should an award be recommended to other than the
selected vendor(s) shown below, justification of your recommendation must be attached.

I do / do not recommend the vendor(s) listed below.

__________  __________
Director's Signature  Date

Vendor(s) with the lowest price or highest ranking

    EXP U.S. Services, Inc.
Pursuant to your request, included herewith is the initial draft of the proposed Agreement for Consulting Engineering Services (Construction Engineering and Inspection U.S. 41 and Fruitville Roundabout Project) between the City and EXP U.S. Services Inc. The proposed Agreement provides that upon complete execution of the Agreement, the Consultant is to provide Construction Engineering Inspection (CEI) services which are required for the contract administration, inspection and materials sampling and testing for the U.S. 41 and Fruitville Road project. The specific tasks and subtasks are identified in the Negotiated Scope of Services attached to the Agreement as Exhibit A. In exchange, the City is to pay the Consultant a total lump sum fee in the amount of $1,052,352.54 as itemized in Exhibit B.

Please see that all relevant members of City staff have an opportunity to carefully review the proposed Agreement. At such time as City staff is satisfied with same, it can be shared with the Consultant for their review and approval. Thereafter, staff will need to prepare an Agenda Request Form and accumulate the necessary back-up materials to bring the proposed Agreement to the City Commission for approval and authorization regarding execution.

Feel free to contact me if you need any additional information or assistance with regard to this matter.

MAC/twa
Encl: 5/10/19 draft of Agreement

cc: Kelly Strickland, Director, Finance (w/enc)
    David Boswell, Purchasing GM (w/enc)
    Doug Jeffcoat, Director, PW (w/enc)
AGREEMENT FOR CONSULTING ENGINEERING SERVICES
(CONSTRUCTION ENGINEERING AND INSPECTION U.S. 41 AND FRUITVILLE ROUNDABOUT PROJECT)

THIS AGREEMENT FOR CONSULTING ENGINEERING SERVICES (CONSTRUCTION ENGINEERING AND INSPECTION U.S. 41 AND FRUITVILLE ROUNDABOUT PROJECT), made and entered into on ____________ by and between the CITY OF SARASOTA, FLORIDA, a municipal corporation, hereinafter referred to as “CITY,” and EXP U.S. SERVICES INC., a foreign corporation authorized to do business in the State of Florida, hereinafter referred to as “CONSULTANT”.

WITNESSETH:

WHEREAS, CITY, pursuant to the Consultants’ Competitive Negotiation Act, issued a Request for Proposal seeking construction engineering and inspection services which are required for contract administration, inspection and materials sampling and testing for the U.S. 41 and Fruitville Road Roundabout Project, pursuant to RFP #19-30BK; and

WHEREAS, CITY, pursuant to the Consultants’ Competitive Negotiation Act, was required to conduct discussions with no fewer than three (3) firms regarding their qualifications, approach to the project, and ability to furnish the required services, however only two (2) proposals were received in response to RFP #19-30BK; and

WHEREAS, CITY held an individual discussion session with each proposer and unanimously found CONSULTANT to be the most highly qualified to perform the required services; and

WHEREAS, CITY and CONSULTANT have successfully negotiated the terms and conditions of this Agreement by which CONSULTANT can provide the CITY the required construction engineering and inspection services.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Definitions: The following terms have the meanings herein ascribed to them:

   A. "City Manager" – means the City Manager of the City of Sarasota or his designee.

   B. “Director” – means the Director of the Public Works Department of the City of Sarasota, Florida, or his designee.
C. "Project" - means the Scope of Services to be performed by CONSULTANT pursuant to this Agreement. The Project Scope of Services includes all Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection and materials sampling and testing for the U.S. 41 and Fruitville Road Roundabout Project. The U.S. 41 and Fruitville Road Roundabout Project involves a total reconstruction of an approximately 1,380 foot section of U.S. 41 between First Street and Boulevard of the Arts, as well as an approximately 730 foot section of Fruitville Road between the entrance to the Quay Sarasota property and Cocoanut Avenue, so as to replace the existing signalized intersection with a modern-day roundabout. The Project Scope of Services includes performance of the responsibilities and obligations required by the CEI Negotiated Scope of Services while CONSULTANT exercises its independent professional judgment to administer the construction contract. A more specific description of the Project Scope of Services is set forth in the Negotiated Scope of Services, a copy of which is attached hereto and incorporated by reference herein as Exhibit A. CONSULTANT covenants to provide all of the tasks and sub-tasks identified within Exhibit A and to perform the Project Scope of Services in strict conformance with Exhibit A. In the event of any conflicts between the terms set forth in the main body of this Agreement and its attachments, the terms set forth in the main body of this Agreement will control, followed by the terms set forth in Exhibit A, followed by the terms set forth in Exhibit B, followed by the terms set forth in Exhibit C.

2. **Scope of Services:** CONSULTANT shall perform all of the tasks and sub-tasks identified within Exhibit A upon complete execution of this Agreement. CONSULTANT shall diligently and timely perform the Project Scope of Services pursuant to the schedule approved, in advance, in writing, by the Director. The Estimated Project Schedule is identified within Section 3.0 of Exhibit A. The Director will be entitled at all times to be advised, in writing, at his request,
as to the status of the work being done by CONSULTANT and the details thereof. If CONSULTANT cannot satisfy any deadlines set forth in the project schedule, then CONSULTANT shall notify the Director in writing at least seven (7) days prior to such deadline of the reason for the delay.

3. **Payment:** CITY agrees to pay CONSULTANT for the Project Scope of Services identified on Exhibit A a total fee in the amount of One Million Fifty-Two Thousand Three Hundred Fifty-Two Dollars and Fifty-Four Cents ($1,052,352.54). Attached hereto and incorporated by reference herein as Exhibit B is an itemization of each of the components of the fixed fee to be paid by CITY to CONSULTANT for the Project Scope of Services identified within Exhibit A. All fees, including overhead, profit and reimbursable expenses will be billed by CONSULTANT to CITY in strict conformance with Exhibit B. The payment amounts set forth in this Section 3 include any costs of CONSULTANT for administration, supervision, mobilization, subcontractors, subconsultants and any and all other costs related to the Project. In the event CONSULTANT may be entitled to travel expenses, said travel reimbursements, including the amount and procedures, must be in strict compliance with Section 112.061 Florida Statutes (2018) as amended from time to time. No amount of compensation, unless authorized by this Section 3 will be due and payable from CITY to CONSULTANT. CONSULTANT shall submit to CITY monthly statements for its services in proportion to the work performed on the Project. CONSULTANT’S monthly invoice must include the itemized components set forth on Exhibit B which were completed during the invoice period. Progress payments will be made monthly based upon said invoices. CITY shall, if the City Manager determines the billings and invoices of CONSULTANT are proper and appropriate, make said payments to CONSULTANT within thirty (30) days of receipt of the full, complete and acceptable invoice and statement.
4. **Term:** This Agreement will be effective upon complete execution by each of the parties hereto. This Agreement will remain in full force and effect until completion of the Project Scope of Services.

5. **CITY’S Responsibility:** The CITY shall furnish CONSULTANT with all existing data, plans and other information available and useful in connection with the specific assignments and now on file in the CITY, all of which will be and remain the property of the CITY and will be returned to the CITY upon completion of the services to be performed by CONSULTANT.

6. **CITY’S Designated Representative:** Unless otherwise designated by the City Manager, it is understood and agreed that the Director will represent CITY in all technical matters pertaining to and arising from the work and performance of this Agreement and these responsibilities include:

   A. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by CONSULTANT and rendering, in writing, decisions pertaining thereto in a timely manner.

   B. Transmission of instructions, receipt of information, interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the Project.

   C. Giving of prompt notice to CONSULTANT whenever the CITY observes or otherwise becomes aware of any defects or changes necessary in the Project. All review meetings relating to the Project as required by CITY will be held at a location to be designated by the City Manager.

7. **Project Schedule:** CONSULTANT covenants to perform the Project Scope of Services in strict compliance with the schedule approved, in writing, in advance, by the Director.
8. **Project Team:** It is acknowledged by CITY and CONSULTANT that a substantial consideration given by CITY in the awarding of this Agreement to CONSULTANT is the experience of the Project Team proposed by CONSULTANT to perform the Scope of Services. The Project Team is identified in the Organizational Chart, a copy of which is attached hereto and incorporated by reference herein as Exhibit C. The Team described therein will represent the Project Team to provide the services of CONSULTANT pursuant to this Agreement. No change will be made in the composition of the Project Team by CONSULTANT without the prior written approval of the City Manager.

9. **Changes in Scope of Work:** The City Manager may, from time to time, request changes in the Scope of Services of CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of CONSULTANT’s compensation, will not be binding unless mutually agreed upon by and between CITY and CONSULTANT and incorporated in written amendments to this Agreement. It is further understood that CONSULTANT will not perform services or incur costs related to any such changes in scope without said written amendments.

10. **Indemnification:** CONSULTANT hereby indemnifies and holds harmless CITY, its elected and appointed officials, officers, employees and agents from liabilities, damages, losses and costs, including but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of CONSULTANT or any person employed or utilized by CONSULTANT in the performance of the professional services called for in this Agreement. CONSULTANT acknowledges that the first Ten Dollars ($10.00) of compensation paid CONSULTANT for its services hereunder will be deemed specific adequate consideration for this indemnification. CONSULTANT shall fund the foregoing indemnification by providing the insurance coverage set forth in Paragraph 11, below.
11. **Insurance:**

A. **CONSULTANT**, prior to signing an Agreement and before starting any work on this Agreement, shall procure and maintain, during the life of this Agreement, the insurance coverage listed below. The policies of insurance must be primary and written on forms acceptable to the CITY. The policies must be placed with an insurance carrier approved and licensed by the Insurance Department of the State of Florida and that meets a minimum financial A.M. Best & Company rating of no less than "A": Excellent.

   (1) **Worker's Compensation** - Worker's Compensation Insurance on behalf of all employees who are to provide a service for this Agreement, as required by Florida Statutes Chapter 440 and Employers Liability with limits of not less than One Hundred Thousand Dollars per employee per accident; Five Hundred Thousand Dollar disease aggregate; and One Hundred Thousand Dollars per employee per disease.

   (2) **Commercial General Liability** - including but not limited to bodily injury, property damage, and personal injury, with limits of not less than One Million Dollars combined single unit per occurrence, Two Million Dollars per location aggregate plus property damage insurance in the minimum amount of Five Hundred Thousand Dollars covering all work performed.

   (3) **Automobile Liability** - including bodily injury, property damage liability for all vehicles owned, hired, leased and non-owned, with limits of not less than Five Hundred Thousand Dollars property damage, not less than One Million Dollars combined single unit per occurrence and Two Million Dollars aggregate, covering all work performed. (Limits may be satisfied by combining an Umbrella form and the Automobile Liability for a combined total limit of $2,000,000.)

   (4) **Professional Liability** - In the minimum amount of One Million Dollars.
(5) Hazardous Material - if work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this Agreement, no further work is to be performed in the area of the hazardous materials until the City’s Risk Management Department has been consulted as to the potential need to procure and maintain any or all of the following coverage through a change order to the Project:

(a) CONSULTANT’s Pollution Liability - for sudden and gradual occurrences in the amount no less than $1,000,000 per claim and $2,000,000 in the aggregate arising out of work performed under this Agreement including, but not limited to, all hazardous materials identified under this Agreement.

(b) Asbestos Liability - for sudden and gradual occurrences in the amount no less than $1,000,000 per claim and $2,000,000 in the aggregate arising out of work performed under this Agreement.

(c) Disposal - when applicable, CONSULTANT shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability for sudden and accidental occurrences in an amount not less than $1,000,000 per claim and $2,000,000 in the aggregate and must include liability for non-sudden occurrences in an amount not less than $1,000,000 per claim and $2,000,000 in the aggregate.

(d) Hazardous Waste Transportation - when applicable, CONSULTANT shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance and Endorsement MCS90 for liability arising out of the...
transportation of hazardous materials with an amount not less than $2,000,000 annual aggregate and provide valid EPA identification number.

(e) Certificates of Insurance - must clearly state the hazardous materials exposure work being performed under this Agreement.

(6) Builder’s Risk: When applicable, a special form coverage must include, but not be limited to:

(a) Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to this Agreement;

(b) Theft coverage;

(c) Waiver of Occupancy clause endorsement;

(d) Limits of insurance to equal 100% of the insurable completed agreement amount of such additions, or structures, on an agreed amount/replacement cost basis;

(e) Maximum deductible clause of $50,000 each claim.

B. Additional Insured. The City of Sarasota, its elected and appointed officials, employees and agents must be listed by endorsement as additional insureds, except for worker’s compensation and professional liability. Further, other designated persons or entities may be required to be listed as additional insureds.

C. Certificate of Insurance. CONSULTANT, prior to providing any services pursuant to this Agreement, shall furnish to the CITY proof of insurance, including, but not limited to a Certificate of Insurance referencing the City of Sarasota as “additional insured” except for worker’s compensation and professional liability, and the effectiveness of all required insurance for CONSULTANT, and for each of its subcontractors. The certificates of insurance must state that the CITY will be notified in writing at least thirty (30) days prior to cancellation, non-renewal or any other modification of any policies required of CONSULTANT. No work will commence
under this Agreement until the CITY’S authorized representative has given written approval of the
insurance certificates. Additionally, CONSULTANT has an affirmative obligation throughout the
entire term of this Agreement to provide the City Manager evidence of the continuation of all
policies required of CONSULTANT by this Agreement. As such, as each policy of insurance is
renewed, proof thereof must be provided in writing to the City Manager. CITY suggests that
CONSULTANT obtain all policies on an occurrence form basis. If, however, CONSULTANT
determines to obtain claims-made policies, CONSULTANT will be required to assure that the
policy dates run concurrently throughout the entire term of this Agreement and CONSULTANT
will be required to maintain “tail” coverage at CONSULTANT’S own expense for a period of time
as directed by the City Manager.

12. **Negotiation Data:** CONSULTANT hereby certifies, covenants, and warrants that
the wage rates and other factual unit costs supporting the compensation described in Section 3,
above are accurate, complete and current as of the date this Agreement is executed. It is further
agreed that compensation will be adjusted when the City Manager has determined that the
compensation was increased due to inaccurate, incomplete and non-current wage rates and other
factual unit costs. All such adjustments must be made in writing within one (1) year of the date of
final billing or at the date of acceptance of the work by CITY, whichever is later. Records of costs
incurred under terms of this Agreement must be maintained by CONSULTANT and made
available to the City Manager during the period of this Agreement and for one (1) year after final
payment is made. Copies of these documents and records must be furnished to the City Manager
without cost upon request.

13. **CONSULTANT’S Responsibilities:** Approval by CITY of CONSULTANT’S work
product for the Project or Scope of Services will not constitute nor be deemed a release of the
responsibility and liability of CONSULTANT for the accuracy and competency of CONSULTANT’S
work pertaining to the Project or Scope of Services. Additionally, approval by CITY of CONSULTANT’S work product will not be deemed to be an assumption of such responsibility by CITY for any defect in the work product prepared by CONSULTANT for the Project or Scope of Services. After acceptance of the work product by CITY, CONSULTANT agrees, prior to and during the Project or Scope of Services to perform such consulting services, at no additional cost to CITY, as may be required by CITY to correct errors or omissions on the work prepared by CONSULTANT pertaining to the Project or Scope of Services.

14. **Ownership of Documents:** It is understood and agreed that all documents bearing the professional seal of CONSULTANT, including detailed reports, plans, original tracings, specifications and all other data prepared or obtained by CONSULTANT in connection with its services hereunder will be delivered to and become the property of the CITY, prior to final payment to CONSULTANT upon completion of the Project or Scope of Services.

15. **Work Commencement/Progress/Delays:**

   A. The services to be rendered by CONSULTANT must be commenced subsequent to the execution of this Agreement and upon receipt of a Notice to Proceed.

   B. The CITY will be entitled at all times to be advised, in writing, at its request, as to the status of work being done by CONSULTANT and of the details thereof.

   C. If CONSULTANT cannot satisfy any deadline specified in the project schedule, then it shall notify the City Manager in writing at least seven (7) days prior to such deadline of the reason for the delay. In the event there are delays on the part of the City Manager or regulatory agencies as to the approval of any of the plans, permits and drafts of special provisions submitted by CONSULTANT which delay the project schedule completion date, the City Manager will grant to CONSULTANT, in writing, an extension of the Agreement time equal to the aforementioned
days. The City Manager will be solely responsible for determination of whether any extension of Agreement time should be awarded to CONSULTANT.

D. CONSULTANT shall maintain an adequate and competent staff of registered professional engineers within the State of Florida and may associate with other qualified firms for the purpose of rendering services hereunder, without cost to the CITY and upon prior written approval by the CITY.

E. All final plans and documents prepared by CONSULTANT must bear the raised seal or endorsement of a person in the full employ of CONSULTANT and duly registered as a professional engineer in the State of Florida.

16. **Professional Standards:**

A. CONSULTANT covenants and agrees that it and its employees have complied with all relevant regulations pertaining to the licensing and regulations of Professional Engineers.

B. In the event CONSULTANT will be placed in any form of bankruptcy or make an assignment for the benefit of creditors, the CITY may declare the same a default of this Agreement and may terminate this Agreement pursuant to Paragraph 17 hereof.

C. Section 287.055(a), Florida Statutes, requires the following provision to be made a part of this Agreement: CONSULTANT warranties that it has not employed or retained any company or person other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this paragraph, the City Manager will have the right to terminate the Agreement pursuant to paragraph 17 hereof, without liability
and at his discretion to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

D. Section 287.135(3), Florida Statutes, requires the following provisions be made a part of this Agreement because this is an Agreement for goods or services in the amount of One Million Dollars ($1,000,000.00) or more. CITY, at the option of the City Commission, may terminate this Agreement if CONSULTANT is found to have submitted a false certification pursuant to Section 287.135(5), Florida Statutes; or if CONSULTANT has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or if CONSULTANT has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or if CONSULTANT has been engaged in business operations in Cuba or Syria.

17. **Termination with Default:** CONSULTANT acknowledges that the conditions, covenants and requirements on its part to be kept, as set forth herein, are material inducements to CITY entering into this Agreement. Should CONSULTANT fail to perform any of the conditions, covenants and requirements on its part to be kept, the City Manager will give written notice thereof to CONSULTANT specifying those acts or things which must occur in order to cure said default, including the time within which such cure must occur. CONSULTANT will have seventy-two (72) hours measured from the date and time of the written notice within which to cure the default. Provided, however, if CONSULTANT makes a good faith effort by taking steps to substantially cure the default, the City Manager may grant CONSULTANT additional time to cure such default, as he deems warranted in his sole discretion. Should the default remain, upon expiration of the time granted to cure the same, the City Manager may terminate this Agreement by written notice of termination said notice specifying the time and date of termination.
18. **Termination Without Default:** The City Manager has the right at any time upon fifteen (15) days written notice to CONSULTANT to terminate the services of CONSULTANT hereunder for any reason whatsoever. In the event of such termination, CITY will be responsible to CONSULTANT only for fees and compensation earned by CONSULTANT prior to the effective date of said termination. In no event will CITY be responsible for lost profits of CONSULTANT or any asserted damages which may arise out of an alleged premature termination of this Agreement. CONSULTANT acknowledges that the fifteen (15) day notice provision set forth in this Section 18 is adequate additional consideration supporting this termination for convenience clause.

19. **Payment and Ownership of Documents Upon Termination:** In the event of termination of this Agreement, CONSULTANT will cease work and deliver to CITY all documents bearing the professional seal of CONSULTANT and all information and files in connection with the Project or Scope of Services. CITY shall upon delivery of the aforesaid documents and acceptance by CITY as satisfactory, pay to CONSULTANT and CONSULTANT shall accept as full payment for its services hereunder a sum of money equal to the percentage of the lump sum fee for services completed.

20. **Assignment:** CONSULTANT cannot assign, sell or transfer any interest in this Agreement.

21. **Compliance with Applicable Law:** This Agreement is governed by the laws of the State of Florida. CONSULTANT covenants to promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations and rules relating to services to be performed hereunder and in effect at the time of performance. CONSULTANT covenants that it will conduct no activity or provide any service that is unlawful or offensive.
22. **Public Records:** As required by Section 119.0701, *Florida Statutes*, CONSULTANT hereby specifically covenants to comply with the public records laws of the State of Florida. CONSULTANT specifically covenants to:

(a) Keep and maintain public records required by CITY in order to perform the Project Scope of Services.

(b) Upon request from CITY, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if CONSULTANT does not transfer the records to CITY.

(d) Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of CONSULTANT or keep and maintain public records required by CITY to perform the Project Scope of Services. If CONSULTANT transfers all public records to CITY upon completion of the Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Agreement, CONSULTANT shall meet all applicable requirements for maintaining public records. All records stored electronically must be provided to CITY upon request from CITY in a format that is compatible with the information technology systems of CITY.

(e) IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**SHAYLA GRIGGS, INTERIM CITY AUDITOR AND CLERK**  
**SHAYLA.GRIGGS@SARASOTAFL.GOV**  
**(941) 954-4160**  
**1565 FIRST STREET**  
**SARASOTA, FL 34236**

CONSULTANT acknowledges that, pursuant to Section 119.0701(3)(b), *Florida Statutes*, if CONSULTANT fails to comply with CITY’S request for public records, CITY shall enforce the
contract provisions in accordance with the contract. CONSULTANT acknowledges the relief available to CITY includes, but is not limited to, an action for specific performance.

23. **Disclaimer of Joint Venture:** CONSULTANT and CITY warrant and represent by the execution of this Agreement it is not the intent of the parties that this Agreement be construed or deemed to represent a joint venture or undertaking between CITY and CONSULTANT. CONSULTANT is solely responsible for the conduct of all activities and services provided by CONSULTANT as part of its business operations. While engaged in carrying out and complying with the terms of this Agreement, CONSULTANT is an independent contractor and not an officer or employee of CITY. CONSULTANT will not at any time or in any manner represent that it or any of its agents or employees are employees of CITY.

24. **Right of Inspection:** The City Manager has the right at all reasonable times during the term of this Agreement to inspect or otherwise evaluate the work being performed hereunder and the premises in which it is being performed.

25. **Remedies - Cumulative:** All remedies conferred on CITY are cumulative and no one exclusive of the other, or any other remedy conferred by law.

26. **Waiver:** The failure of either party to take any action with respect to any breach of any term, covenant or condition contained herein, or any instance of default hereunder by the other party, will not be deemed to be a waiver of any default or breach by either party.

27. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. All amendments to this Agreement will be ineffective unless reduced to writing as a formal amendment to this Agreement and executed by CITY and CONSULTANT.

28. **Attorney’s Fees:** Should it be necessary for either party to bring any action against the other alleging a breach of this Agreement or seeking to enforce any of the covenants, provisions or conditions of this Agreement, the non-prevailing party hereby agrees to pay all costs
attendant thereto, including reasonable attorneys' fees to the attorney representing the prevailing party, and said obligation applies to declaratory relief, if necessary, to interpret any of the terms hereof.

29. **Public Entity Crimes:** Prior to entering into this Agreement, CONSULTANT shall file a sworn statement with the Purchasing Manager of CITY, as required by Section 287.133, *Florida Statutes* (2018).

30. **Notices:** Notices and other correspondence required by this Agreement must be sent by certified mail, return receipt requested, to the respective parties at the following addresses:

   **City of Sarasota**  
   1565 First Street  
   Sarasota, Florida 34236  
   Attn: City Manager

   **EXP U.S. Services Inc.**  
   400 North Tampa Street  
   Suite 1650  
   Tampa, Florida 33602  
   Attn: Anthony Caruso, P.E., CCM, Vice President

**IN WITNESS WHEREOF,** this Agreement has been signed and sealed, in duplicate, by the respective parties hereto.

DATED on ____________________ by the **City of Sarasota, Florida.**

DATED on ____________________ by **EXP U.S. Services Inc.**

**CITY OF SARASOTA, FLORIDA**

By: _________________________

Liz Alpert  
Mayor
ATTEST:

By: _____________________________

    Shayla Griggs
    Interim City Auditor and Clerk

Approved as to form and correctness

By: _____________________________

    City Attorney

EXP U.S. SERVICES INC.

By: _____________________________

    Anthony Caruso, P.E., CCM
    Vice President
CONSTRUCTION ENGINEERING AND INSPECTION

NEGOTIATED SCOPE OF SERVICES

FOR

Project Description

US 41 and Fruitville Roundabout

Financial Project ID(s): 439025-3
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SCOPES 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:

Provide 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: 439025-3
Descriptions: US 41 and Fruitville Road Roundabout
County: Sarasota

Exercise independent professional judgment in performing 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.

3.0 LENGTH OF SERVICE:

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

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, 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 fourteen (14) calendar days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed on the first project and fourteen (14) calendar days to demobilize after final acceptance of the last Construction Contract.

Stage I, II or III
Financial Project ID (s): 439025-3
A-1
Date
The project bidding has occurred and anticipated construction times for the projects are tabulated below:

<table>
<thead>
<tr>
<th>Financial Project ID</th>
<th>Letting Date (Mo/Day/Yr)</th>
<th>Start Date (Mo/Day/Yr)</th>
<th>Duration (Days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>439025-3</td>
<td>June 24, 2019</td>
<td>July 17, 2020</td>
<td>390</td>
</tr>
</tbody>
</table>

### 4.0 DEFINITIONS:

A. **Agreement:** The Professional Services Agreement between the City and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.

B. **Contractor:** The individual, firm, or company contracting with the City for performance of work or furnishing of materials.

C. **Construction Contract:** The written agreement between the Quay Venture, LLC and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.

D. **Construction Project Manager:** The City employee assigned to manage the Construction Engineering and Inspection Contract and represent the City during the performance of the services covered under this Agreement.

E. **Construction Training/Qualification Program (CTQP):** The Department program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at the CTQP website.

F. **Consultant:** The Consulting firm under contract to the City for administration of Construction Engineering and Inspection services.

G. **CEI Project Administrator/Project Engineer:** The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.

H. **CEI Resident Compliance Specialist:** The employee assigned by the Consultant to oversee project specific compliance functions.

I. **CEI Senior Project Engineer:** The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.

J. **District Construction Engineer:** The administrative head of the District’s Construction

K. **District Contract Compliance Manager:** The administrative head of the District Contract Compliance Office.
Financial Project ID (s): 439025-3

L. **District Consultant CEI Manager:** The Department employee assigned to administer the Consultant Construction Engineering and Inspection (CCEI) Program in the District.

M. **District Director of Transportation Operations:** The Director of Construction, Maintenance, Traffic Operations, Materials, and Safety.

N. **District Final Estimates Manager:** The administrative head of the District Final Estimates Office.

O. **District Professional Services Administrator:** The Administrative Head of the Professional Services Office.

P. **District Secretary:** The Chief Executive Officer in each of the Department's eight (8) Districts.

Q. **Districtwide Contract Compliance Specialist Consultant:** The consultant hired under a separate agreement with the Department to ensure contractors on multiple contracts are in compliance with the requirements of the Federal Highway Administration and USDOL.

R. **Engineer of Record:** The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.

S. **Operations Engineer:** The Engineer assigned to a particular County or area to administer Construction and Maintenance Contracts for the City.

T. **Public Information Office:** The City’s office assigned to manage the Public Information Program.

U. **Resident Engineer:** The Engineer assigned to a particular County or area to administer Construction Contracts for the Department.

### 5.0 ITEMS TO BE FURNISHED BY THE CITY TO THE CONSULTANT:

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

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

B. The City 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 may furnish and support the software packages for SiteManager.
6.0 **ITEMS FURNISHED BY THE CONSULTANT:**

6.1 **Department Documents:**

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

Florida Department of Transportation  
Maps and Publication Sales  
605 Suwannee Street, MS 12  
Tallahassee, Florida 32399-0450  
Telephone No. (850) 414-4050

[http://www.fdot.gov/construction](http://www.fdot.gov/construction)

6.2 **Office Automation:**

Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement.

Provide each inspection staff with a laptop computer (or tablet) running SiteManager (if available through the Department) application through Citrix connection using a mobile broadband connection at the jobsite. Should SiteManager not be available the Consultant shall provide similar Sharing systems which meets Department and City requirements.

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

All informational, contractual and other business required for this project will be through a system of paperless electronic means. When the specifications require a written submission of documentation, such documents must be submitted electronically.

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:**

Provide a field office with sufficient room and furnishings to effectively carry out their responsibilities under this Scope of Services. Field office shall be approved by the City.

Field Office expenses will be compensated in accordance with Exhibit B, Titled “EXP US Services Inc. – LUMP SUM FEE Proposal.
Engineer's Field Office will be included in the Construction Contract as a per calendar day pay item. The Contractor shall obtain all necessary permits for setting up the field office and making connections to city, county or local facilities and the cost of such permits shall be included in the pay item for construction field office. The field office will be furnished and will meet the requirements of the Construction Contract.

Provide a private office (minimum of 150 square feet) for the Construction Project Manager with office furniture, telephone and broadband internet access.

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:**

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

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

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

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

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

6.6 **Licensing for Equipment Operations:**

Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the City or the Department, 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 RESPONSIBILITY OF THE CONSULTANT:**

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

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

Inform the designated City project personnel of any design defects, reported by the contractor or observed by the consultant.
Submit all administrative items relating to Invoice Approval, Personnel Approval, User IDs, Time Extensions, and Supplemental Amendments to the Construction Project Manager for review and approval.

8.0 PERFORMANCE OF THE CONSULTANT:

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

A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.

B. Immediately replace personnel whose performance has been determined by the Consultant and/or the Department or City to be inadequate.

C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant’s responsibility.

D. Increase the scope and frequency of training of the Consultant personnel.

9.0 REQUIREMENTS OF THE CONSULTANT:

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.

Observe the Contractor’s work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the City, and direct (Quay Venture, LLC) and/or Contractor to correct such observed discrepancies.

Inform the designated City project personnel 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.

9.2 Survey Control:

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 measurements necessary to calculate and document quantities for pay items, (2) make and record limited 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.

Provide survey data in LandXML format.
9.3 **On-site Inspection:**

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

9.4 **Sampling and Testing:**

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

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

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

The City and Consultant will monitor the effectiveness of the Consultant's testing procedures through observation and independent assurance testing.

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

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

Transport samples to be tested in a City laboratory to the appropriate laboratory or appropriate local FDOT facility.

Input verification testing information and data into the Department’s database (subject to Department approval) by the using written instructions provided by the Department. Should the Department's database not be available the Consultant shall provide other means of documentation and tracking which meets Department and City requirements.

9.5 **Engineering Services:**

Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the City for failure of such parties to follow written direction issued by the Consultant.
Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:

1. Schedule and conduct a meeting with the District Construction Environmental Liaison prior to the Pre-construction conference and another meeting prior to project final acceptance. The purpose of these meetings is to discuss the required documentation, including as-builts, necessary for permit(s) compliance.

2. Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant’s inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the Department’s guidelines.

3. Analyze the Contractor’s schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns as detailed in CPAM.

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

5. Monitor, inspect and document utility relocation self-performed by the contractor for conformance with Utility Agency’s Standards and the Utility Agency’s Approved Materials List. Document utility construction progress to be performed by Utility Agencies. Facilitate coordination and communication between Utility Agency’s representatives, Department’s staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including Department and Local Government owned facilities.

Identify, review, and track progress of Joint Project Agreements, and/or other Department and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.
(6) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the City to make timely payment to the Contractor.

(7) Provide Community Outreach Services and be proactive in keeping the community aware of the status and traffic impacts of the referenced project. With approval from the Department’s designee, prepare and disseminate information to the public, elected officials and the media of any upcoming events, which will affect traffic flow. Distribute all publications (letters, flyers, brochures and news releases) necessary for this contract. Prior to release, the City and Department’s designee will approve all responses, letters, news releases and the like. Provide timely, professional responses to project inquiries including emails, telephone calls, etc. Coordinate general public information meetings, open houses, community meetings as directed by the City’s and Department’s representatives. Notify Florida 511 of lane closures and detours and notify TeleAtlas of permanent roadway changes.

(8) 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.

(9) 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.

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

These photographs will be filed and maintained on the Consultant’s computer using a digital photo management system.

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

9.6 Geotechnical Engineering:

(Conventional Design-Bid-Build Projects)

The prime Consultant may engage the services of a geotechnical subconsultant to perform some of the services indicated in this section. However, the prime Consultant will be responsible to the Department for the satisfactory performance and timeliness of these services.

The prime Consultant will be required to interact with the District Geotechnical Engineer (DGE) office and any geotechnical subconsultant assigned to the project by the DGE office under a District-wide contract. All references to the DGE in the following sections implicitly include the DGE and his/her delegated representative on the project, who may be the DGE office in-house personnel or a subconsultant working for the DGE office.
Become familiar with the existing site conditions and the contract documents. Observe and record the progress and quality of foundation work to determine that the foundations are constructed at the correct locations and elevations, identify discrepancies, and direct the Contractor to correct such observed discrepancies. Attend the Preconstruction Conference and/or special geotechnical meeting for the Construction Contract. All services under this section will be performed in accordance to FDOT Specification Section 455. Inspect and verify that the Contractor has performed the foundation work in accordance with applicable FDOT Specification Section 455 and other contract documents. Provide qualified Geotechnical Engineers and CTQP qualified inspectors in Drilled Shaft/Pile Driving/Auger Cast Pile inspection, relevant to the foundation type(s) required in the plans. Schedule meetings and facilitate communications between the Contractor and any Specialty Contractors, the CEI, and the DGE as needed. Observe and verify that all work is performed in accordance with the contract documents. Assure that any specialty work is completed as necessary to accomplish its intent.

The following geotechnical engineering services shall be performed:

1) Drilled Shafts:
   - Process and review the Drilled Shaft Installation Plan in accordance with CPAM.
   - Schedule a pre-drilled shaft installation meeting to review and discuss the drilled shaft installation procedures. Make sure that the Contractor’s field superintendent, CEI’s drilled shaft inspector(s), and the DGE are invited. Prepare and distribute meeting minutes to the attendees.
   - Inspect installation of test holes (methods shafts), load test shafts, and production shafts and ensure they are constructed in accordance with the plans, specifications, and special provisions for the Construction Contract. Report to the DGE any problems observed during the installation of the test holes, deviations from the Drilled Shaft Installation Plan or contract documents, and construction quality issues associated with the Contractor’s methods.
   - If there are pilot holes in the project, advise the DGE on the pilot hole schedule. Verify the pilot hole locations. Inspect the performance of the pilot holes and complete the proper FDOT inspection form, describing accurately the soils/rocks encountered and corresponding depths, the results of field testing performed (Standard Penetration Test blow counts, Cone Penetration Tests, or other, if applicable) and the results of the rock coring performed (coring time, recovery and RQD).
   - Analyze the load test data, pilot holes and any other available soils/rock data as required to establish final drilled shaft tip elevations and minimum rock socket lengths. Submit report(s) recommending production shaft tip elevations, minimum rock socket lengths and any other recommendations that may be required in the project (such as rock socket material definition and impact of permanent or temporary casing on the required minimum socket lengths) to the DGE for approval.
   - Inspect the bottom of the shafts for cleanliness using manual soundings or shaft inspection device as required in the contract documents.
   - Complete all necessary drilled shaft inspection forms and keep a log of all inspections made of the shafts. Observe the performance of any load tests and verify that the details are implemented as planned.
- Provide completed drilled shaft inspection forms for all production and test shaft installations to the DGE upon completion of the drilled shaft installation.
- When conditions occur which are different from those indicated on the plans, immediately report them to the Geotechnical Engineer of Record and the DGE. Recommend adjustments to the authorized depths as necessary to obtain the shaft capacity to the DGE for approval.
- Review the drilled shaft logs and the concrete placement logs to identify possible shaft integrity problems and potential causes. Communicate identified issues to the DGE.
- Evaluate problems encountered during construction, and coordinate with the DGE and the Contractor to resolve such problems, including possible withdrawing Drilled Shaft Installation Plan approval.

2) Piles:

- Process and review the Pile Installation Plan in accordance with CPAM.
- Perform preliminary Wave Equation Analyses to assess and provide comments regarding the suitability of hammer driving system(s) included in the Pile Installation Plan. Provide analyses results (estimated blow count ranges for the nominal bearing resistances, installation stresses etc.) to the DGE.
- Schedule a pre-pile installation meeting to review and discuss the pile installation procedures. Make sure the Contractor’s field superintendent, CEI’s pile inspectors, and the DGE are invited. Prepare and distribute meeting minutes to the attendees.
- Provide personnel proficient in operation of the PDA or EDC monitoring equipment required for the project, for data collection, interpretation and analysis. Utilize the most current version of equipment and software for dynamic testing and dynamic data analysis.
- Perform dynamic testing per the contract documents during initial driving and re-drives. Submit electronic Pile Driving Analyzer (PDA) and Embedded Data Collector (EDC) files upon completion of the test pile installation.
- Inspect and record the test pile driving process in accordance with CPAM.
- Perform signal matching analysis on test pile data for selected blows, using the latest software version. At a minimum, signal matching analysis shall be performed on initial drive data where required resistance is obtained below the minimum tip elevation and on set-check data (if any). If requested in special circumstances, the end of drive signal matching analysis will be performed in the field upon completion of the drive; otherwise it shall be completed within 24 hours of driving the instrumented pile.
- Analyze the test data and available soils data as required to establish production pile lengths and driving criteria. The analysis must include signal matching analysis and wave equation calibration analysis to determine a pile driving-soil system model that will predict accurately driving resistance with stroke (or Pressure) and blows per foot while matching transferred energy and dynamic stresses with the ones measured in the field. Submit preliminary report(s) recommending production pile lengths and driving criteria to the DGE for
approval. The preliminary report shall include printed & plotted Signal Matching and Wave Equation Analysis outputs, and electronic files (Windows compatible) of all raw data obtained by the PDA and EDC equipment and the signal matching and wave equation analyses.

- Furnish final written letters, signed and sealed, for production pile lengths and the driving criteria in accordance with CPAM. When applicable, include recommendations to determine “firm bearing material”.
- Inspect the conditions of the piles prior to installation, including any pile splices.
- Observe and verify that concrete piles were properly supported during storage and handled with appropriate pick-up details per contract documents.
- Inspect the pile driving installation. Complete the FDOT pile driving logs.
- Observe the performance of any static or statnamic load tests and review the details are implemented as planned.
- Evaluate problems encountered during construction and coordinate with the DGE and the Contractor to resolve such problems, including possible additional testing and withdrawing the Pile Installation Plan.

3) **Spread Footings:**

- Observe construction of spread footing foundations and verify that they are founded at the required elevation and on the proper soil/rock material.
- Verify the Construction Plan requirements and the applicable specifications are followed throughout the spread footing construction.
- Evaluate problems encountered during construction and coordinate with the DGE and the Contractor to resolve such problems.

10.0 **PERSONNEL:**

10.1 **General Requirements:**

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

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

10.2 **Personnel Qualifications:**

Provide competent personnel qualified by experience and education. Submit in writing to the Construction Project Manager the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: salary, education, and experience. The Consultant Action Request form for personnel approval shall be submitted to the Construction Project Manager at least two weeks prior to the date an individual is to report to work.
Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the City. Staff that has been removed shall be replaced by the Consultant within one week of City 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 fulfilling the duties of the position they hold. Cross training of the Consultant’s project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the City 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 and other training relative to the Department’s procedures, Specifications and Design Standards will be obtained. The District Construction Engineer or designee will have the final approval authority on such exceptions.

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

**QUALIFICATIONS:**
Attend the CTQP Quality Control Manager course and pass the examination.

**CERTIFICATIONS:**
FDOT Advanced MOT

**OTHER:**
Complete the Critical Structures Construction Issues, Self-Study Course, and submit the mandatory Certification of Course Completion form (for structures projects)

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.
CEI PROJECT ADMINISTRATOR/PROJECT ENGINEER – A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures, or for non-degree 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.

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

QUALIFICATIONS:
CTQP Final Estimates Level II

CERTIFICATIONS:
FDOT Advanced MOT

OTHER:
Attend CTQP Quality Control Manager Course and pass the examination.

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

CEI ASSISTANT PROJECT ADMINISTRATOR/PROJECT ENGINEER –
A Civil Engineering degree plus one (1) year of engineering experience in construction of major road or bridge structures, or for non-degree personnel six (6) 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.

QUALIFICATIONS:
CTQP Final Estimates Level II

CERTIFICATIONS:
FDOT Intermediate MOT

CEI 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., Materials Acceptance and Certification (MAC) System, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering Degree. Should exercise independent judgment in planning work details and making technical decisions related to the office aspects of the project. Should be familiar with the Department’s Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties. Shall become proficient in Trimble Business Center - Heavy Construction Edition (HCE) or approved surface to surface comparison software and Engineering Menu.
QUALIFICATIONS:
CTQP Final Estimates Level II

CEI 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., Materials Acceptance and Certification (MAC) System, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.). 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.

QUALIFICATIONS:
CTQP Final Estimates Level I

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

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

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

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

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

MB years of experience must have included the inspection of MB mechanical components for machinery inspectors and MB electrical components/systems for electrical inspectors.
Must have the following as required by the scope of work for the project:

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

**CERTIFICATIONS:**
- FDOT Intermediate MOT
- Nuclear Radiation Safety
- IMSA Traffic Signal Inspector Level I

**OTHER:**
Complete the Critical Structures Construction Issues, Self-Study Course, and submit the mandatory Certification of Course Completion form (for structures projects)

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

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

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

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

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

OTHER:
Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects)

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.

**CEI 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. Must obtain FDOT Intermediate MOT within the first six months of the assignment.

**CEI 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.

**CEI INSTRUMENT PERSON** - High school graduate plus three (3) years of experience in construction surveying one (1) year of which shall have been as instrumentman. 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.

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

**CEI 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 staff.
10.3 **Staffing:**

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

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

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

11.0 **QUALITY ASSURANCE (QA) PROGRAM:**

11.1 **Quality Assurance Plan:**

Within ten (10) days after receiving award of an Agreement, 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 Assurance Reviews:**

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

C. **Quality Assurance Records:**

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

D. **Control of Subconsultants and Vendors:**

Detail the methods used to control subconsultant and vendor quality.

E. **Quality Assurance Certification:**

An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, and Department procedures.
11.2 **Quality Assurance Reviews:**

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

11.3 **Quality Records:**

Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to the City, 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 as required by CPAM. It is recognized that the method of payment provided in the Construction Contract will over-rule department method of payment procedures.

Submit the Final Estimate(s) and one (1) set of final “as-built plans” documenting the Contractor’s work in accordance with CPAM.

Revisions to the Certified Final Estimate will be made at no additional cost to the City.

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 the City’s procedures.

12.3 **Offer of Final Payment:**

Prepare an Offer of Final Payment package as required by the City and Quay Venture, LLC. The package shall accompany the Certified Final Estimates Package submitted to the City for review. The Consultant shall be responsible for forwarding the Offer of Final Payment Package to Quay Venture, LLC.
13.0 AGREEMENT MANAGEMENT:

13.1 General:

(1) With each monthly invoice submittal, the Consultant will provide a Status Report for the Agreement. This report will provide the an accounting of the additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant. The Consultant will provide a printout from the Equal Opportunity Reporting System showing the previous month’s payments made to subconsultants. Invoices not including this required information may be rejected.

(2) When the Consultant identifies a condition that will require an amendment to the Agreement, the Consultant will communicate this need to the Construction Project Manager for acceptance review. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the Construction Project Manager for approval and further processing. The AR is to be submitted at such time to allow the City 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 City.

(3) The Consultant is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to the City.

14.0 OTHER SERVICES:

Upon written authorization by the City 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 City to supplement the Consultant services under this Agreement.

A. Assist in preparing for 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 litigation in connection with the Agreement.

C. Provide inspection services in addition to those provided for in this Agreement.

D. Provide unanticipated services determined necessary for the successful completion and closure of the Construction Contract.

15.0 POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.
16.0 **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.

17.0 **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.

18.0 **QUAY VENTURE, LLC AUTHORITY**

The Quay Venture, LLC shall be the final authority in considering modifications to the Construction Contract for time, money or any other consideration except matters agreed to by the Contractor through changes negotiated by the Consultant, as authorized in relative to quality of work and discrepancies.
May 6, 2019

Mr. Barney Kavanagh, CPPB
Senior Professional Buyer
City of Sarasota
1565 1st. Street
Sarasota, Florida 34236

RE: US 41 and Fruitville Roundabout - Financial Project ID(s): 439025-3 - CONSTRUCTION ENGINEERING AND INSPECTION (CEI) – CEI Fee and SCOPE OF SERVICES

Mr. Kavanagh:

I respectfully submit the following Lump Sum (LS), not to exceed, fee proposal for CEI services on the above referenced project. The LS CEI fee excluding CEI office expense is $1,016,352.54. The lump sum negotiated CEI Office Expense is $36,000.00. The summation of the CEI fee and CEI Office Expense is $1,052,352.54.

A detailed breakdown of the LS CEI fee and office expense is included in Exhibit B of the CEI Scope of Services. In summary, the LS fee and office expense is calculated pursuant to the following breakdown:

**EXP U.S. Services Inc. (Field) - $819,133.11**

*Operating Margin + CDAF @ 25.00% - $79,277.80*

The Partially Loaded Rates without Operating Margin are:

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>CEI Senior Project Engineer Field</td>
<td>$196.28</td>
</tr>
<tr>
<td>CEI Project Administrator/CEI Project Engineer Field</td>
<td>$121.32</td>
</tr>
<tr>
<td>CEI Contract Support Specialist Field</td>
<td>$112.46</td>
</tr>
<tr>
<td>CEI Assoc Contract Support Spec Field</td>
<td>$76.99</td>
</tr>
<tr>
<td>CEI Senior Inspector/Senior Engineer Intern Field</td>
<td>$110.82</td>
</tr>
</tbody>
</table>

**KSI (Field) - $141,317.75**

*Operating Margin + CDAF @ 25.00% - $14,300.00*

The Partially Loaded Rates without Operating Margin are:

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>CEI Inspector/Engineer Intern Field</td>
<td>$55.51</td>
</tr>
</tbody>
</table>

**Quest (Field) - $48,631.68**

*Operating Margin + CDAF @ 25.00% - $5,121.00*

The Partially Loaded Rates without Operating Margin are:
CEI Community Outreach Specialist Field | $ | 60.43

**Echezabal (Home) - $7,270.00**

**CEI Office Expense:**

The lump sum negotiated Office Expense is $36,000.00.

**Total Lump Sum CEI Fee and CEI Office Expense:**

The summation of the CEI fee and CEI Office Expense is **$1,052,352.54.**

**Project Details** - The US 41 and Fruitville Roundabout project involves the total reconstruction of a 1,380-foot section of U.S. 41 between 1st Street and Boulevard of the Arts, as well as a 730-foot section of Fruitville Road between the Quay Waterfront Entrance and Coconut Avenue. The project will replace the existing signalized intersection with a modern-day roundabout. The CEI work includes performance of the responsibilities and obligations required by the CEI Scope of Services while exercising our independent professional judgment to administer the Contract for Construction. Specifically, our CEI services include Construction Contract Administration, Construction Engineering, Inspection Services and Documentation, Materials Sampling & Testing, and Material Certification.

We thank you for this opportunity and look forward to providing quality services to the City of Sarasota on this exciting project.

Sincerely,

Anthony Caruso, PE, CCM, Vice President, Construction, US South
EXP U.S. Services Inc.
400 North Tampa Street, Suite 1650
Tampa, Florida 33602
t: 813.390.2023
e: anthony.caruso@exp.com
EXHIBIT B – EXP U.S. Services Inc. - LUMP SUM FEE PROPOSAL

CONSTRUCTION ENGINEERING AND INSPECTION

SCOPE OF SERVICES

FOR

Project Description
US 41 and Fruitville Roundabout
Financial Project ID(s): 439025-3

CEI Fee:
The following is a Lump Sum (LS), not to exceed, fee proposal for CEI services on the above referenced project.

The LS CEI fee excluding office expense is $1,016,352.54. The CEI fee is calculated pursuant to the following breakdown:

EXP U.S. Services Inc. (Field) - $819,133.11
Operating Margin + CDAF @ 25.00% - $79,277.80

The Partially Loaded Rates without Operating Margin are:

| CEI Senior Project Engineer Field                  | $196.28 |
| CEI Project Administrator/CEI Project Engineer Field | $121.32 |
| CEI Contract Support Specialist Field              | $112.46 |
| CEI Assoc Contract Support Spec Field              | $76.99  |
| CEI Senior Inspector/Senior Engineer Intern Field  | $110.82 |

KSI (Field) - $141,317.75
Operating Margin + CDAF @ 25.00% - $14,300.00

The Partially Loaded Rates without Operating Margin are:

| CEI Inspector/Engineer Intern Field               | $55.51  |
Quest (Field) - $48,631.68

Operating Margin + CDAF @ 25.00% - $5,121.00

The Partially Loaded Rates without Operating Margin are:

| CEI Community Outreach Specialist Field | $      | 60.43 |

Echezabal (Home) - $7,270.00

CEI Office Expense:

The lump sum negotiated Office Expense is $36,000.00.

Total Lump Sum CEI Fee and CEI Office Expense:

The summation of the CEI fee and CEI Office Expense is $1,052,352.54