

Memorandum



Date: June 4, 2019

Agenda Item No. 8(0)(1)

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over a horizontal line.

Subject: Resolution approving a Joint Participation Agreement between Miami-Dade County and the State of Florida Department of Transportation for a Joint Utility and Roadway Improvement Project along State Road 916/N.W.-N.E. 135 Street in Miami-Dade County

Recommendation

It is recommended that the Board of County Commissioners ("Board") approve the attached resolution authorizing the execution of a Joint Participation Agreement ("Agreement") between Miami-Dade County ("County") and the State of Florida Department ("FDOT") to enter into a joint utility and roadway improvement project to reimburse the County up to \$4,651,568.19 for the construction of the roadway improvement project along State Road 916/N.W.-N.E. 135 Street in Miami-Dade County.

Delegation of Authority

The authority of the County Mayor or County Mayor's Designee to execute and implement the Agreement is consistent with those granted under the Code of Miami-Dade County.

Scope

The scope of work consists of roadway improvements along S.R. 916, which extends from N.W. 6 Avenue to S.R. 5/Biscayne Boulevard. The utility project consists of installing approximately 13,210 linear feet of 36-inch Ductile Iron Pipe and 1,300 linear feet of High-Density Polyethylene via horizontal directional drilling along the vicinity of N.E.135 Street from N.W. 7 Avenue to N.E. 16 Avenue. This Project is located in District 2 which is represented by Commissioner Jean Monestime.

Fiscal Impact/Funding Source

Under the terms of the Joint Participation Agreement, FDOT will fund all roadway improvements and WASD will fund utility improvements. Although FDOT is funding roadway improvements, WASD will procure the project, with FDOT reimbursing WASD on a monthly basis for construction costs incurred. The estimated cost of roadway improvements is \$4,651,568.19, while the utility improvements have an estimated cost of \$7,877,697.19.

Funding is from Project #967190, Water Pipes and Infrastructure Projects, Volume 3, page 65. Funding sources are: WASD Revenue Bond Sold, Water Renewal and Replacement Fund, Water Special Construction Fund and Future WASD Revenue Bonds

Track Record/Monitor

WASD will manage this Contract under the supervision of Hardeep Anand, Deputy Director of Capital Improvements.

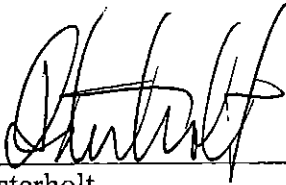
Background

WASD and FDOT continuously perform coordination of both entity's capital improvement plans to minimize disruption to residents and maximize cost efficiencies in project execution. FDOT and WASD both have planned projects along S.R. 916 in their respective capital improvement programs. WASD and

Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners
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FDOT have jointly coordinated the design and construction of the utility and roadway improvements for the subject project. By combining the construction of the utility and roadway improvement project it serves in the best interest of the public and it would be more cost and time effective for the County to undertake the roadway work concurrently with the utility project.

The Agreement sets the terms, conditions, project costs, payment terms, scope of work and the responsibilities of the County and of FDOT to implement the proposed roadway improvement project. While the County is responsible for performing the joint utility and roadway improvement work, FDOT is responsible for funding one-hundred percent of the roadway improvements and for reimbursing the County in full.



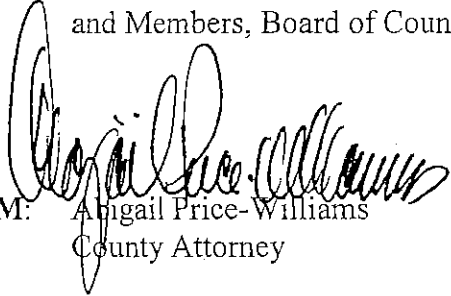
Jack Osterholt
Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: June 4, 2019

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(0)(1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(0)(1)
6-4-19

RESOLUTION NO. _____

RESOLUTION APPROVING EXECUTION OF A JOINT PARTICIPATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR A JOINT UTILITY AND ROADWAY IMPROVEMENT PROJECT IN WHICH THE FLORIDA DEPARTMENT OF TRANSPORTATION WILL REIMBURSE MIAMI-DADE COUNTY THE COST OF THE ROADWAY IMPROVEMENT PROJECT ALONG STATE ROAD 916/N.W.-N.E. 135 STREET IN AN AMOUNT NOT TO EXCEED \$4,651,568.19; AND AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME AND TO EXERCISE THE PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the execution of the Joint Participation Agreement between Miami-Dade County and the Florida Department of Transportation for a joint utility and roadway improvement project in which the Florida Department of Transportation will reimburse Miami-Dade County the cost of the roadway improvement project along State Road 916/N.W.-N.E. 135 Street in an amount not to exceed \$4,651,568.19; in substantially the form attached hereto and made a part hereof; and authorizing the County Mayor or Mayor's designee to execute same and to exercise the provisions contained therein for and on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman
Rebeca Sosa, Vice Chairwoman

Esteban L. Bovo, Jr.	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Eileen Higgins	Barbara J. Jordan
Joe A. Martinez	Jean Monestime
Dennis C. Moss	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of June, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Henry N. Gillman



**Department Funded Agreement
Between
State of Florida Department of Transportation
And
Miami-Dade County**

THIS DEPARTMENT FUNDED AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____, (hereinafter, the "Effective Date") by and between the State of Florida Department of Transportation, a component agency of the State of Florida, (hereinafter referred to as the "DEPARTMENT or FDOT"), and Miami-Dade County, a political subdivision of the State of Florida, (hereinafter referred to as the "COUNTY" and collectively, the "Parties").

RECITALS:

WHEREAS, the DEPARTMENT has jurisdiction over and maintains State Road (S.R.) 916/N.W.-N.E. 135 Street in the COUNTY; and

WHEREAS, the DEPARTMENT requires construction of Roadway Improvements along S.R. 916, which extends from N.W. 6 Avenue to S.R. 5/Biscayne Boulevard ("Roadway Improvements"); and

WHEREAS, the COUNTY, through its Miami-Dade Water and Sewer Department (WASD), proposes to install approximately 13,210 linear feet of 36-inch Ductile Iron Pipe and 1,300 linear feet of High Density Polyethylene via horizontal directional drilling along the vicinity of N.E. 135 Street from N.W. 7 Avenue to N.E. 16 Avenue ("WASD Facilities"); and

WHEREAS, the DEPARTMENT and the COUNTY, in the interest of the betterment and impact to the public, have agreed that it would be more cost and time effective for the COUNTY to undertake the Roadway Improvements concurrently with the WASD Facilities; and

WHEREAS, the DEPARTMENT has agreed to reimburse the COUNTY for the COUNTY to conduct such Roadway Improvements (hereinafter referred to as the 'PROJECT'), the individual elements of which are outlined in the attached Exhibit "A", 'Scope of Services', which is herein incorporated by reference; and

WHEREAS, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number 429346-1-58-01, and has agreed to reimburse the COUNTY for maximum eligible PROJECT costs, as outlined in the attached Exhibit "B", 'Financial Summary', which is herein incorporated by reference; and

WHEREAS, the COUNTY has agreed to administer, supervise, implement, evaluate and inspect all aspects of PROJECT; and

WHEREAS, the Parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each Party; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to **Section 339.08(e) and 339.12, Florida Statutes (F.S.)**;

NOW, THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

2. GENERAL REQUIREMENTS

- a. The COUNTY shall be responsible for assuring that the PROJECT complies with all applicable federal, state and local laws, rules, regulations, guidelines and standards.
- b. The COUNTY shall submit this Agreement to its Board of County Commissioners for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit "D", 'County Resolution', and is herein incorporated by reference.
- c. The COUNTY shall procure, administer, supervise, implement, evaluate and inspect all aspects of PROJECT until completion, as further defined in Exhibit "A", 'Scope of Services'. The COUNTY shall complete the PROJECT on or before August 2, 2020, unless extended by mutual agreement of the Parties, said agreement not to be unreasonably withheld. All aspects of the PROJECT are subject to DEPARTMENT standards and specifications and must be in compliance with all governing laws and ordinances.
- d. The DEPARTMENT shall submit to the COUNTY design documents for PROJECT procurement in accordance to COUNTY requirements. Any changes necessary to the PROJECT design during construction will be the responsibility of the DEPARTMENT.
- e. The DEPARTMENT must first review and approve PROJECT plans modifications; within a reasonable timeframe proposed by the COUNTY, said approval not to be unreasonably withheld.
- f. The COUNTY shall not execute any contract or obligate itself in any manner requiring the disbursement of DEPARTMENT funds, including consulting or construction contracts or amendments thereto, with any third party with respect to the PROJECT without the prior written approval of the DEPARTMENT. The DEPARTMENT specifically reserves the right to review qualifications of any consultant or contractor and to approve or disapprove COUNTY employment of same. The COUNTY shall not execute any contract or obligate itself in any manner requiring the disbursement of DEPARTMENT funds, including but not limited to, consulting or construction contracts or amendments hereto, with any third party with respect to the PROJECT without the prior written approval of the DEPARTMENT, such approval not to be unreasonably withheld. The DEPARTMENT specifically reserves the right to review all proposed PROJECT bid packages submitted prior to the COUNTY's advertisement of the same. The COUNTY shall provide to the DEPARTMENT copies of all fully executed PROJECT contracts.
- g. The supervisor of the COUNTY department procuring a consultant contract shall certify to the DEPARTMENT that the Consultant Selection Process by the COUNTY in procuring any consultant contract for engineering, architecture or surveying services entered into by the COUNTY for purposes of performing its

duties under this Agreement has been accomplished in compliance with the Consultant's Competitive Negotiation Act (**Chapter 287.055, F.S.**)

- h. The supervisor of the COUNTY department procuring the purchase of commodities or contractual services shall certify to the DEPARTMENT that the purchase of commodities or contractual services by the COUNTY exceeding the Threshold Amount for CATEGORY FIVE, per **Chapter 287.017 F.S.** for purposes of performing its duties under this Agreement has been accomplished in full compliance with the provisions of **Chapter 287.057 F.S.**
- i. The supervisor of the COUNTY department procuring construction services shall award the construction to a DEPARTMENT prequalified contractor, which is the responsible and responsive vendor who submits the lowest responsive bid, in accordance with applicable county, state and federal statutes, rules, and regulations. The COUNTY must comply with the requirements of Section 255.0991, F.S. in the procurement of construction services, unless the COUNTY's contribution is in excess of fifty percent of the total project costs.
- j. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the COUNTY under any circumstances without prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
- k. The COUNTY shall have the sole responsibility for resolving claims and requests for additional work for the PROJECT. The COUNTY will make the good faith efforts to obtain the DEPARTMENT input in its decisions. Any additional work associated with the PROJECT shall be reviewed and approved by the DEPARTMENT prior to the COUNTY agreeing to, or commencing, the additional work.
- l. The DEPARTMENT shall reimburse the COUNTY for eligible PROJECT costs as defined in Exhibit "B", 'Financial Summary', and in accordance with the financial provisions in Section 3 of this Agreement. The DEPARTMENT shall not reimburse the COUNTY for any additional costs associated with utility conflicts not included in the PROJECT.
- m. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable with work or payment of work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.
- n. Due to potential safety, operational and bus transportation impacts, the COUNTY shall coordinate with Miami-Dade County Public Schools staff to implement maintenance of traffic measures.
- o. The COUNTY shall contract a consultant to provide Construction Engineering and Inspection (CEI) services as defined in Exhibit "C", 'Construction Engineering and Inspection Scope of Services', and in accordance with the requirements and provisions of Paragraph 16 herein. The COUNTY shall administer, supervise, implement, evaluate and inspect all aspects of the PROJECT until completion, and shall, prior to commencement of construction, provide the necessary PROJECT CEI services for all work within DEPARTMENT right of way, in accordance with the provisions of this

agreement. The DEPARTMENT shall be named third-party beneficiary of the CEI contract.

- p. The COUNTY shall provide the DEPARTMENT within a reasonable time period to review and approve proposed PROJECT bid packages prior to the COUNTY's advertisement of the same. Such approval shall not be unreasonably withheld. The Project bid package shall be considered approved by the DEPARTMENT if the DEPARTMENT does not respond in writing within the reasonable timeframe provided by the COUNTY.
- q. The COUNTY shall be required to obtain necessary utility permits prior to commencement of the PROJECT, in accordance with the DEPARTMENT Utility Accommodation Manual. The COUNTY shall also be required to obtain all environmental permits that may be required by the PROJECT, prior to commencement of construction, at the COUNTY's cost and expense.
- r. The COUNTY agrees to comply with Section 20.055(5), F.S., and to incorporate in all contracts and subcontracts the obligation to comply with Section 20.055(5), F.S.
- s. The DEPARTMENT shall be responsible for costs incurred necessary for Project work performed on or near a railroad.

3. FINANCIAL PROVISIONS AND MANNER OF REIMBURSEMENT

- a. Eligible PROJECT costs shall not exceed FOUR MILLION SIX HUNDRED AND FIFTY-ONE THOUSAND FIVE HUNDRED AND SIXTY-EIGHT AND 19/100 (\$4,651,568.19), as outlined in Exhibit "B", 'Financial Summary'. If additional funding is required, contingent upon DEPARTMENT approval, a supplemental agreement between the DEPARTMENT and the COUNTY authorizing the additional funding shall be executed prior to such costs being incurred.
- b. The DEPARTMENT agrees to compensate the COUNTY for services described in Exhibit "A" - 'Scope of Services'. The Method of Compensation is outlined in Exhibit "B" - 'Financial Summary'.
- c. The COUNTY shall provide quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The PROJECT, identified as Project Number 429346-1-58-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A" - 'Scope of Services'. (Section 287.058(1)(d) and (e), F.S.)
- d. Invoices shall be submitted by the COUNTY in detail sufficient for a proper pre-audit and post audit thereof, based on quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A"- 'Scope of Services'. Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager prior to payments. (Section 287.058 (1)(a), F.S.)
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the COUNTY and must also establish that the required minimum level of service to be performed based on the criteria for

evaluating successful completion as specified in Exhibit "A"- 'Scope of Services' was met.

- f. There shall be no reimbursement for travel expenses under this Agreement.
- g. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under **Chapters 215 and 216, F.S.** If the DEPARTMENT determines that the performance of the COUNTY is unsatisfactory, the DEPARTMENT shall notify the COUNTY of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The COUNTY shall, within five (5) business days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the COUNTY will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the COUNTY shall be assessed a non-performance retainage equivalent to ten percent (10%) of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the COUNTY resolves the deficiency. If the deficiency is subsequently resolved, the COUNTY may bill the DEPARTMENT for the retained amount during the next billing period. If the COUNTY is unable to resolve the deficiency, the funds retained shall be forfeited at the end of the Agreement term. (**Section 287.058(1)(h), F.S.**)
- h. The COUNTY providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than five (5) working days unless the bid specifications, purchase order, or contract specifies otherwise. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. (**Section 215.422(1), F.S.**)
- i. If payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the COUNTY. Interest penalties of less than one (1) dollar will not be enforced unless the COUNTY requests payment. Invoices that have to be returned to the COUNTY because of COUNTY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT. (**Section 215.422(3)(b), F.S.**)
- j. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the COUNTY who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236. (**Section 215.422(5) and (7), F.S.**)
- k. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is

made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the COUNTY's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. (Section 287.058(4), F.S.)

- i. In the event this contract is for services in excess of twenty-five thousand dollars (\$25,000.00) and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of twenty-five thousand dollars (\$25,000.00) and which have a term for a period of more than 1 year.

- m. The DEPARTMENT's obligation to pay is contingent upon an annual appropriation by the Florida Legislature. (Section 216.311, F.S.)

4. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

5. INDEMNIFICATION

The COUNTY is subject to the provisions and limitations of section 768.28, Florida Statutes. To the extent provided by law, the COUNTY shall indemnify, defend and hold harmless the DEPARTMENT against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the COUNTY, or any of its officers, agents or employees, acting within the scope of their office or employment, in connection with the performance of the Agreement by the COUNTY, to the extent and within the limitations of section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by the COUNTY to indemnify the DEPARTMENT for the negligent acts or omissions of the DEPARTMENT, its officers, agents or employees, or for the acts of third parties.

The DEPARTMENT is subject to the provisions and limitations of section 768.28, Florida Statutes. To the extent provided by law, the DEPARTMENT shall indemnify, defend and hold harmless the COUNTY against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of

the DEPARTMENT, or any of its officers, agents or employees, acting within the scope of their office or employment, in connection with the performance of the Agreement by the DEPARTMENT, to the extent and within the limitations of section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by the COUNTY to indemnify the DEPARTMENT for the negligent acts or omissions of the DEPARTMENT, its officers, agents or employees, or for the acts of third parties.

6. INDEMNIFICATION BY CONTRACTOR, INSURANCE, AND BONDS

The COUNTY shall cause any contractor performing work on the PROJECT (hereinafter, the "Contractor") to indemnify and hold harmless the COUNTY and the DEPARTMENT and their officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY and the DEPARTMENT or their officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the PROJECT by the Contractor or its employees, agents, servants, partners principals or subcontractors, unless due to the sole negligence of the DEPARTMENT and/or the COUNTY, as rendered in a final non-appealable judgment by a court of competent jurisdiction. The indemnification and hold harmless agreement ("Indemnification") shall require the Contractor to pay all claims and losses in connection therewith and shall require the Contractor to investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY and the DEPARTMENT, where applicable, including appellate proceedings, and shall further require the Contractor to pay all costs, judgments, and attorney's fees which may issue thereon. The Indemnification must state that the Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COUNTY and the DEPARTMENT or their officers, employees, agents and instrumentalities as herein provided.

The Contractor shall be required to furnish to the DEPARTMENT, Certificate(s) of Insurance which indicate insurance coverage, at minimum, as specified in Section 7-13 of the DEPARTMENT Standard Specifications for Road and Bridge Construction. The DEPARTMENT and the COUNTY shall each be named as additional insured.

As to the DEPARTMENT, the certificate must read as follows:

**State of Florida, Department of Transportation
1000 N.W. 111 Avenue
Miami, FL 33172
Attn: District Secretary**

Additionally, the COUNTY shall require the COUNTY'S contractor to post a payment and performance bond in accordance with applicable law. The DEPARTMENT shall be named as obligee under the bonds.

The COUNTY shall provide proof of the insurance and bonds to the DEPARTMENT prior to commencement of construction.

7. E-VERIFY

The COUNTY shall:

(i.) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the Agreement; and

(ii.) Expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term. (**Executive Order Number 2011-02**).

8. AMENDMENT

This Agreement may be amended by mutual agreement of the DEPARTMENT and the COUNTY expressed in writing, executed and delivered by each party.

9. INVALIDITY

If any part of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, if such remainder continues to conform to the terms and requirements of applicable law.

10. RESTRICTIONS ON LOBBYING

No funds received pursuant to this Agreement may be expended for lobbying the legislature, the judicial branch, or a state agency.

11. COMMUNICATIONS

- a. All notices, requests, demands, consents, approvals and other communications, which are required to be served or given hereunder, shall be in writing (electronically delivery – receipt requested, hand-delivered or sent by either registered or certified U.S. mail, return receipt requested postage prepaid), addressed to the Party to receive such notices as follows:

To DEPARTMENT: Florida Department of Transportation
1000 Northwest 111 Avenue
Miami, Florida 33172-5800
Attn: Joan Fabian
Project Oversight Manager
Phone: (305) 968-4921
Fax: (305) 470-5480

To COUNTY: Miami-Dade County
Water & Sewer Department
3071 SW 38th Avenue
Miami, Florida 33146-1520
Attn: Vincent Morello
Asst. Director, Engineering & Construction
Phone: (786) 552-4420;
Fax: (786) 469-5580

- b. Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.
- c. Electronic mail (email) communications to and from the DEPARTMENT regarding this Agreement, return receipt requested, are acceptable if addressed to or received from the two (2) email addresses listed below. Changes to these email addresses, if any, shall be issued by the respective party to the other in writing:

1. DEPARTMENT: Nathaniel.Pulido@dot.state.fl.us
2. COUNTY: Vincent.Morello@miamidade.gov

12. EXPIRATION OF AGREEMENT

The COUNTY agrees to complete the PROJECT on or before **August 02, 2020**. If the COUNTY does not complete the PROJECT within this time period, this Agreement will expire unless prior to expiration an extension of the time period is requested by the COUNTY and granted in writing by the DEPARTMENT's District Six Secretary or Designee. Expiration of this Agreement will be considered termination of the PROJECT.

13. PUBLIC RECORDS

The COUNTY shall allow public access to all documents, papers, letters, or other material subject to provisions of **Chapter 119, FS**, and made or received by the COUNTY in conjunction with this Agreement. Failure by the COUNTY to grant such public access will be grounds for immediate unilateral cancellation of this Agreement.

14. VENUE

This Agreement shall be governed by the laws of the State of Florida. Any provision thereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Miami-Dade County, Florida.

15. JOINT PREPARATION

The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties from the other.

16. CEI REQUIREMENTS / PROVISIONS

The COUNTY shall hire a qualified consultant to provide Construction Engineering and Inspection ("CEI") services required for contract administration, inspection, and materials sampling and testing for the PROJECT. Material testing shall be undertaken in coordination with, and at the DEPARTMENT's materials lab. This consultant shall be tasked with providing CEI services for the PROJECT as indicated in Exhibit "C" attached hereto. The CEI will report to the COUNTY Project Manager and shall provide progress reports to the Department representative, or designee, and shall be pre-qualified in the major type of work 10.1 per FAC Chapter Rule 14-75.

The DEPARTMENT shall participate in an assessment of the CEI provider selected by the COUNTY and review proposed man-hour estimates and staffing submitted by the CEI for the PROJECT. The CEI scope of services is hereby referenced as Exhibit "C", 'Construction Engineering and Inspections Scope of Services.' All CEI services for the PROJECT shall be performed in accordance with the DEPARTMENT's Construction Project Administration Manual (CPAM).

17. ADDITIONAL PROVISIONS

- a. The COUNTY shall be responsible for obtaining any licenses and harmonization agreements related to the PROJECT, which must be submitted to the DEPARTMENT for prior approval.
- b. The COUNTY shall only utilize the services of law enforcement officers when required by the DEPARTMENT'S Standard Specifications for Road and Bridge Construction.
- c. All PROJECT lane closures shall be requested in accordance with the DEPARTMENT's Lane Closure Information system.
- d. Upon completion of the PROJECT, the COUNTY shall continue to maintain all traffic signals, in accordance with the traffic signalization agreement between the PARTIES.
- e. The COUNTY shall hire a qualified consultant to provide Construction Engineering and Inspection ("CEI") services required for contract administration, inspection, and materials sampling and testing for the PROJECT. All CEI services for the PROJECT shall be performed in accordance with the FDOT Construction Project Administration Manual (CPAM). Please refer to section 9.0 (9.1, 9.3 & 9.4).
- f. The contractor shall provide CTQP qualified personnel/QC laboratory to perform QC sampling and testing.
- g. The CEI and the COUNTY shall provide CTQP qualified personnel/ Verification Laboratory to perform Verification sampling and testing.
- h. The District Materials Office will serve as the Resolution Laboratory.
- i. The FDOT MAC (Materials Acceptance and Certification) system shall be used for monitoring sampling and testing. Therefore, a non-standard Job Guide Schedule shall be created in MAC. Please contact Mr. Jean Moline at 954-877-7033 for any MAC training if needed.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, on the day and year above written.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

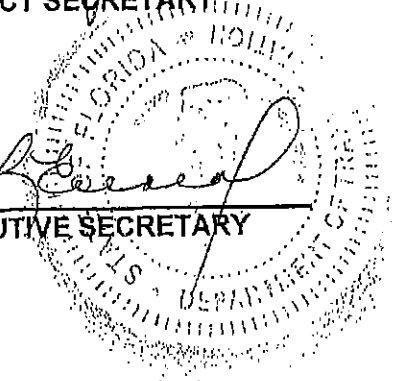
STATE OF FLORIDA, DEPARTMENT
OF TRANSPORTATION

BY: _____
COUNTY MAYOR

BY: _____
DISTRICT SECRETARY

ATTEST: _____
(SEAL) COUNTY CLERK

ATTEST: _____
(SEAL) EXECUTIVE SECRETARY



LEGAL REVIEW:

COUNTY ATTORNEY

DISTRICT CHIEF COUNSEL

EXHIBIT "A"

SCOPE OF SERVICES

PROJECT Limits: SR-916/ N.W./ N.E. 135 Street from N.W. 6 Avenue to SR-5/ Biscayne Blvd.
FDOT Financial Project Number: 429346-1-58-01
County: Miami-Dade
FDOT Project Manager: Nathaniel V. Pulido (305) 470-5207
COUNTY Project Manager: Carlos Benavides (786) 552-1234

The COUNTY, through the Miami-Dade Water and Sewer Department, will construct and provide CEI services for the PROJECT in accordance with all applicable federal and state laws and regulations and in accordance with DEPARTMENT design and construction standards as set forth in the DEPARTMENT'S guidelines, standards, specifications, and procedures.

The scope of work is included in the construction plans and technical special provisions shall include, but not be limited to:

- Mill and resurface asphalt pavement on roadway and bridge
- Construct curb and gutter sodded medians
- Install lighting
- Install/replace signing
- Place new pavement markings
- Install reflective pavement markers (RPMs)
- Upgrade and install pedestrian signals
- Install permanent traffic monitoring sites (PTMS)
- Replace signal loop assemblies
- Replace and install pull boxes
- Adjust manholes, valve or meter boxes
- Replace sidewalk
- Construct driveways
- Replace curb and gutter
- Construct curb ramps
- Install curb ramps detectable warnings
- Replace drainage partials
- Provide maintenance of traffic, which includes incorporating temporary signalization
- Replace guardrail and place miscellaneous asphalt
- Replace bridge expansion joints
- Relocate trees
- Pressure wash bridge sidewalk and barrier walls
- Apply class 5 finish to bridge barrier walls
- Remove litter
- Sod and mow
- Coordinate with railroad coordinator, Ms. Ana Quero @ 305.470.5333
- Construction Engineering and Inspection ("CEI") services, in accordance with the scope of CEI Services as further described in Exhibit "C."

EXHIBIT "B"

FINANCIAL SUMMARY

Estimated PROJECT costs and deliverables for reimbursement are listed below:

Construction Cost Estimate:	\$4,021,466.72
CEI Cost Estimate:	\$ 530,101.47
Public Information Service Cost Estimate:	\$ 100,000.00
Total PROJECT Cost Estimate (Maximum Limiting Amount): ...	\$4,651,568.19

1.0 PURPOSE:

This Exhibit "B", 'Financial Summary' shall also serve to define the method of compensation to be made to the COUNTY for the services described in Exhibit "A", 'Scope of Services' and method for which payments will be made.

2.0 COMPENSATION:

For the satisfactory performance of services detailed in Exhibit "A", 'Scope of Services', the COUNTY shall be reimbursed up to the eligible project costs of \$4,651,568.29. The COUNTY shall not provide services that exceed the eligible project cost without an approved Amendment from the DEPARTMENT.

3.0 INVOICING AND PROGRESS REPORTS

3.1 Submit progress report(s) that: 1) describe the work performed; 2) adequately justify and support the payment requested; and 3) are in a format that is acceptable to the DEPARTMENT; and

3.2 Submit to the DEPARTMENT invoice(s) on COUNTY forms and such other data pertaining to the PROJECT in support of the invoice total; and

3.3 Comply with all applicable provisions of this Agreement.

The COUNTY may invoice the DEPARTMENT on a monthly basis or other manner agreeable to both parties for the completed and approved work. The COUNTY must submit the final invoice on this PROJECT to the DEPARTMENT within one hundred twenty (120) days after Final Acceptance of the Project by the DEPARTMENT, unless such time period is extended by the parties.

4.0 INVOICE SUBMITALS:

The COUNTY shall submit invoices to the following DEPARTMENT staff and address for approval and processing:

Florida Department of Transportation
1000 N.W. 111th Avenue
Miami, Florida 33172
Attn: Nathaniel V. Pulido, Project Manager
Phone: (305) 470-5207
Or electronically to: Nathan.pulido@dot.state.fl.us

EXHIBIT "C"
CONSTRUCTION ENGINEERING AND INSPECTION
SCOPE OF SERVICES
FOR

Financial Project ID(s): 429346-1-58-01

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SCOPE OF SERVICES
CONSTRUCTION ENGINEERING AND INSPECTION

1.0 PURPOSE:

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction projects listed below. The CEI Agreement (for purposes of Exhibit "C", the "Agreement") shall be administered by the County.

2.0 SCOPE:

Provide services as defined in this Scope of Services, the referenced Florida Department of Transportation (FDOT) manuals, and procedures.

The CEI Consultant shall exercise independent professional judgment in performing obligations and responsibilities under this Agreement. Pursuant to Section 4.1.4 of the FDOT's 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 FDOT's Resident Engineer and Project Administrator respectively and shall be interpreted as such.

Services provided by the Consultant shall comply with FDOT manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the FDOT. Such FDOT 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 FDOT, County, and the Contractor either directly or indirectly.

3.0 LENGTH OF SERVICE:

The CEI services for each Construction Contract shall begin upon written notification to proceed by the County and concurrence of FDOT .

Track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the County and FDOT has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, coordinate closely with the County, FDOT and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

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

4.0 DEFINITIONS:

- A. Agreement: The Professional Services Agreement between the County and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- B. Contractor: The individual, firm, or company contracting with the County for performance of work or furnishing of materials.
- C. Construction Contract: The written agreement between the County and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.

- D. Construction Project Manager: The County employee assigned to manage the Construction Engineering and Inspection Contract and represent the County during the performance of the services covered under this Agreement.
- E. Construction Training/Qualification Program (CTQP): The FDOT program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at CTQP website.
- F. Consultant: The Consulting firm under contract to the County for administration of Construction Engineering and Inspection services.
- G. Consultant Project Administrator: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.
- H. Consultant Senior Project Engineer: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.
- I. County: Miami-Dade County
- J. FDOT: Florida Department of Transportation
- K. District Construction Engineer: The administrative head of the FDOT District's Construction Offices.
- L. District Contract Compliance Manager: The administrative head of the FDOT District Contract Compliance Office.
- M. District Consultant CEI Manager: The FDOT Department employee assigned to administer the Consultant Construction Engineering and Inspection (CCEI) Program in the District.
- N. District Director of Transportation Operations: The FDOT Director of Construction, Maintenance, Traffic Operations, Materials, and Safety.
- O. District Final Estimates Manager: The FDOT administrative head of the District Final Estimates Office.
- P. District Professional Services Administrator: The FDOT Administrative Head of the Professional Services Office.
- Q. District Secretary: The FDOT Chief Executive Officer in each of the FDOT's eight (8) Districts.
- 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 FDOT.
- T. Public Information Office: The FDOT's office assigned to manage the Public Information Program.
- U. Resident Compliance Specialist: The employee assigned by the Consultant to oversee project specific compliance functions.
- V. Resident Engineer: The Engineer assigned to a particular County or area to administer Construction Contracts for the FDOT.

W.

5.0 ITEMS TO BE FURNISHED BY THE COUNTY AND FDOT TO THE CONSULTANT:

- A. The County, on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.
 1. Construction Plans,
 2. Specification Package,
 3. Copy of the Executed Construction Contract, and
 4. Utility Agency's Approved Material List (if applicable).

- B. FDOT, as necessary, 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 FDOT prior to their use.
- C. FDOT will furnish and support the software packages for Site Manager.

6.0 ITEMS FURNISHED BY THE CONSULTANT:

6.1 Documents:

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

Florida Department of Transportation
Maps and Publication Sales
605 Suwannee Street, MS 12
Tallahassee, Florida 32399-0450
Telephone No. (850) 488-9220
<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 FDOT's Site Manager application through Citrix connection using a mobile broadband connection at the jobsite.

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

The FDOT will provide a web-based collaboration site to facilitate the electronic document exchange. All persons requiring access to the collaboration site shall be identified during the preconstruction conference. All persons that normally sign paper documents, and will be using the site, must acquire digital signature certificates.

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.

Current FDOT technical specifications for office automation can be viewed at:
<http://www.fdot.gov/Construction/DesignBuild/ConsultantCEI/OfficeAutomation.shtm>

6.3 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.

6.4 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.

6.5 Licensing for Equipment Operations:

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

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

7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:

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

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

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

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

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 County and direct the Contractor to correct such observed discrepancies.

Inform the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. Inform the Construction Project Manager of any design defects, reported by the contractor or observed by the consultant.

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 pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys.

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

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 FDOT will monitor off-site activities and fabrication unless otherwise stipulated by this Agreement.

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

Inspect the Construction Contract with Financial Project Numbers 429346-1-58-01 in accordance with Article 5-9.1.1 of the Construction Contract Special Provisions as it pertains to the Witness Points and Hold Points specifications.

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

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 FDOT 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.

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 FDOT 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 FDOT Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.

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

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

Input verification testing information and data into the FDOT 's database using written instructions provided by the FDOT.

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 County or FDOT 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) Attend a pre-service meeting for the Agreement in accordance with CPAM. Provide appropriate staff to attend and participate in the pre-service meeting. At the time of this meeting submit the FDOT Computer Security Access Request for use of FDOT Data Center Facilities and access to the FDOT's computer systems to the Construction Project Manager for approval.
- (2) Schedule and attend a Final Estimate informational meeting with the County, FDOT and District Construction Final Estimates Office. Provide appropriate staff to attend and participate in this meeting.
- (3) Schedule and attend a meeting with the County, FDOT and District Compliance Manager prior to the Pre-Construction Conference. The Resident Compliance Officer shall attend this meeting.
In most cases, the above will take two separate meetings based on experience and knowledge of the particular firm.
- (4) Schedule and attend Site Manager/EDMS informational meeting with the County, FDOT, and District Construction Office. Provide appropriate staff to attend and participate in this meeting.
Provide personnel proficient in the use of computers and scanner operation to input construction documents into an EDMS. This will require familiarity with the documents and guidelines posted on the FDOT's Department's website for EDMS. Duties will include scanning, attributing and retrieving documents that are to be archived electronically.
- (5) Schedule and conduct a meeting with the County and FDOT's 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.

- (6) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida 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 FDOT and County's guidelines.
- (7) 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.
- (8) Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.
- (9) Monitor, inspect and document utility 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, County staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including FDOT, County, and other facilities.
Identify, review, and track progress of Joint Project Agreements, and/or other 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.
- (10) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the County to make timely payment to the Contractor.
- (11) Prepare and make presentations for meetings and hearings before the Dispute Review Boards in connection with the project covered by this Agreement.
- (12) Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with the County and FDOT's procedures.
- (13) Provide Public Information Service.
- (14) 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 County designee, prepare and disseminate information to the public, elected officials and the media of any upcoming events, which will affect traffic flow. Produce and distribute all publications (letters, flyers, brochures and news releases) necessary for this contract. Prior to release, the County's 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 County's representatives. Notify Florida 511 of lane closures and detours and notify Tele Atlas of permanent roadway changes. Maintain a website linked to the County and FDOT's website and provide current and accurate information. All web applications must meet the standards established in Section 508 of the Rehabilitation Act. The website must be capable of receiving e-mail inquiries regarding the project. The website may be continued for the duration of this contract.

- (15) Prepare and submit to the Construction Project Manager monthly, a Construction Status Reporting System (CSRS) report, in a format to be provided by the County.
- (16) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.
- (17) 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.

Provide visual documentation of the Project through the periodic collection of a set of panoramic digital photographs at predetermined stations throughout the project. Photographic locations should be located at intervals such that the digital photographs collectively portray the majority of the visible surfaces on the Project. The digital photographs should be taken with a frequency designed to reveal changes in the progress of the Project, which can be compared to other project data including daily reports of construction and scheduling updates. Photographic data files comprising each digital photograph are to be supplied together with an HTML (web page) based access and display system for viewing the photographs. Original photographic data files are to be supplied for archival purposes and comprise photographic data identical in form and content to that produced by the digital camera used to capture the image. Working photographic data files are to be supplied for everyday reference purposes and comprise copies of each original photographic data file, which have been processed to a reduced pixel and color resolution (size and clarity) for distribution via CD ROM and the Internet. The access and display system should be comprised of a series of HTML files (web pages) which allow a user to view each photographic data file at random, and in a sequence which simulates the visual experience of a viewer moving

through the actual Project from one photographic station to the next. The original photographic data files, working photographic data files and access and display system are to be distributed on CD ROM and portable hard disk media. The working photographic data files and the access and display system should also be maintained on a server accessible via the Internet.

- 9.6 **Geotechnical Engineering:** 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 County for the satisfactory performance and timeliness of these services.

The prime Consultant will be required to interact with the FDOT 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/ 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.
- Complete all necessary drilled shaft inspection forms and keep a log of all inspections made of the shafts. Provide completed drilled shaft inspection forms for all production and test shaft installations to the DGE upon completion of the drilled shaft installation.

10.0 **PERSONNEL:**

10.1 **General Requirements:**

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

Personnel required for this contract is:

Senior Project Engineer – Part Time

Contract Support Specialist – Part Time

Senior Inspector – 1 full time

Inspector - 1 full time

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

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 County and FDOT. Staff that has been removed shall be replaced by the Consultant within one week of County notification.

Before the project begins, all project staff shall have a working knowledge of the current 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 County 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 FDOT'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 FDOT standards. Also must have the following:

QUALIFICATIONS:

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

CERTIFICATIONS:

FDOT Advanced MOT

OTHER:

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

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

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

QUALIFICATIONS:

CTQP Final Estimates Level II

CERTIFICATIONS:

FDOT Advanced MOT

OTHER:

Attend CTQP Quality Control Manager Course and pass the examination.

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

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

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

CEI 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-degreed 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 FDOT's Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties. Shall become proficient in Multi-Line and Engineering Menu.

QUALIFICATIONS:

CTQP Final Estimates Level II

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

CEI SENIOR INSPECTOR/SENIOR ENGINEER INTERN - High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection 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.)

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

QUALIFICATIONS:

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

CERTIFICATIONS:

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

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

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

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

QUALIFICATIONS:

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

CERTIFICATIONS:

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

Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

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

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 instrument-man. Responsible for performing assignments in assisting Party Chief in the performance of their duties. Receives general supervision from Party Chief who reviews work while in progress.

CEI ROD-MAN/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 County has received a regular acceptance letter.

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

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

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

11.1 **Quality Assurance Plan:**

Within thirty (30) 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 County and FDOT 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 FDOT procedures.

11.2 **Quality Assurance Reviews:**

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

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

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

11.3 **Quality Records:**

Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to the County and FDOT,

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 FDOT's Procedures as required by Section 4.1.4 of Review and Administration Manual.

Submit the Final Estimate(s) and one (1) set of final "as-built plans" documenting the Contractor's work in accordance with the Review and Administration Manual. Revisions to the Certified Final Estimate will be made at no additional cost to the County.

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 FDOT's procedures.

12.3 Offer of Final Payment:

Prepare the Offer of Final Payment package as outlined in Chapter 14 of the Review and Administration Manual. The package shall accompany the Certified Final Estimates Package submitted to the County, and FDOT's District Final Estimates Office for review. The Consultant shall be responsible for forwarding the Offer of Final Payment Package to the Contractor.

13.0 AGREEMENT MANAGEMENT:

13.1 General:

- (1) With each monthly invoice submittal, the Consultant will provide a Status Report for the Agreement. This report will provide an accounting of the additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant. 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. 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 County 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 County.
- (3) The Consultant is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to the County

13.2 Invoicing Instructions:

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

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

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

14.0 OTHER SERVICES:

Upon written authorization by the County and FDOT's District Construction Engineer or designee, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required to supplement the Consultant services under this Agreement.

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

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 NO 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 COUNTY AUTHORITY

The County 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 contract changes negotiated by the Consultant, as authorized in Section 9.1 herein.

EXHIBIT "D"

RESOLUTION

To be herein incorporated once approved by the County Commission.