

EXHIBIT "A"

CONSTRUCTION ENGINEERING AND INSPECTION

SCOPE OF SERVICES

FOR

Suntrax Test Facility

Polk County

Financial Project ID(s): 437300-1-62-01

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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 project listed below.

2.0 SCOPE:

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

The Contract for which the services are required is:

Financial Project ID No.: 437300-4-62-01
Descriptions: Suntrax Infield
County: Polk County

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

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

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

Other projects developing within the geographical area may be added at the Department's discretion. The Consultant must perform to the satisfaction of the Department's representatives for consideration of additional CEI services.

3.0 LENGTH OF SERVICE:

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

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

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

The anticipated letting schedule and construction time for the Project is tabulated below:

Construction Contract Estimate		
Financial Project ID	Letting Date (Mo/Day/Yr)	Duration (Days)
437300-4-52-01	7/9/2019	1315

4.0 DEFINITIONS:

- A. Agreement: The Professional Services Agreement between the Department and the Consultant setting forth the obligations of the parties thereto, including, but not limited to, the performance of the work, furnishing of services, and the basis of payment.
- B. Contractor: The individual, firm, or company contracting with the Department for performance of work or furnishing of materials.
- C. Construction Contract: The written agreement between the Department and the Contractor setting forth the obligations of the parties thereto, including, but not limited to, the performance of the work, furnishing of labor and materials, and the basis of payment.
- D. Construction Project Manager: The Department employee assigned to manage the Construction Engineering and Inspection Contract and represent the Department during the performance of the services covered under this Agreement.
- E. Construction Training/Qualification Program (CTQP): The Department program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at the CTQP website.
- F. Consultant: The Consulting firm under contract to the Department for administration of Construction Engineering and Inspection services.
- G. CEI Project Administrator/Project Engineer: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.
- H. CEI 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. Turnpike Enterprise Construction Engineer: The administrative head of the Turnpike Enterprise's Construction Offices.
- J. Turnpike Enterprise Contract Compliance Manager: The administrative head of the Turnpike Enterprise Contract Compliance Office.

- K. Turnpike Enterprise Consultant CEI Manager: The Department employee assigned to administer the Consultant Construction Engineering and Inspection (CCEI) Program at the Turnpike Enterprise.
- L. Turnpike Enterprise Director of Transportation Operations: The Director of Construction, Maintenance, Traffic Operations, Materials, and Safety.
- M. Turnpike Enterprise Final Estimates Manager: The administrative head of the Turnpike Enterprise Final Estimates Office.
- N. Turnpike Enterprise Professional Services Administrator: The Administrative Head of the Professional Services Office.
- O. Executive Director The Chief Executive Officer for Florida's Turnpike Enterprise
- P. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.
- Q. Public Information Office: The Department's office assigned to manage the Public Information Program.
- R. Resident Compliance Specialist: The employee assigned by the Consultant to oversee project-specific compliance functions.

5.0 ITEMS TO BE FURNISHED BY THE DEPARTMENT TO THE CONSULTANT:

- A. The Department, on an as-needed basis, will furnish the following Construction Contract documents for each project assigned to the Consultant under this Agreement. These documents may be provided in either paper or electronic format.
 - 1. Construction Plans,
 - 2. Specification Package,
 - 3. Copy of the Executed Construction Contract, and
 - 4. Utility Agency's Approved Material List (if applicable).
- B. The Department will allow connection to the FDOT Network by the Consultant through either dialup communications, authorized Virtual Private Network (VPN) or approved leased lines. Appropriate approvals must be received from the Department prior to their use.
- C. The Department will furnish and support the software packages for SiteManager.

6.0 ITEMS FURNISHED BY THE CONSULTANT:

6.1 Department Documents:

All applicable Department documents referenced herein shall be a condition of this Agreement. All Department documents, directives, procedures, and standard forms are available through the Department's Internet website. Most items can be purchased through

the following address. All others can be acquired through the Turnpike Enterprise Office or on-line at the Department's website.

Florida Department of Transportation
Maps and Publication Sales
605 Suwannee Street, MS 12
Tallahassee, Florida 32399-0450
Telephone No. (850) 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 SiteManager application through Citrix connection using a mobile broadband connection at the jobsite.

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

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

All documents requiring a signature must be executed electronically by both parties in accordance with Chapter 668, Florida Statutes, and have the same force and effect as a written signature. The Department 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 technical specifications for office automation can be viewed at:

<http://www.fdot.gov/Construction/DesignBuild/ConsultantCEI/OfficeAutomation.shtm>

6.3 Field Office:

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

Field Office expenses will be compensated in accordance with Exhibit B, Method of Compensation.

6.4 Vehicles:

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

6.5 Field Equipment:

The Consultant shall supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items. Survey services may require the use of an attenuator truck.

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.

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

6.6 Licensing for Equipment Operations:

The Consultant shall 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 Department, upon request.

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

7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:

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

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

Inform the designated Department project personnel of any design defects, reported by the contractor or observed by the consultant.

The Consultant shall submit all administrative items relating to Invoice Approval, Personnel Approval, Time Extensions, and Supplemental Amendments to the Turnpike Enterprise's Construction Project Manager and Consultant CEI Manager for review and approval.

8.0 PERFORMANCE OF THE CONSULTANT:

During the term of this Agreement, the Department will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative

activities, to determine compliance with this Agreement. The Consultant shall cooperate and assist Department representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. Department 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 Turnpike Enterprise's Construction Department 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 an assigned project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

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

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

The Consultant shall inform the Turnpike Enterprise's 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.

9.2 Survey Control:

The Consultant shall check or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along an assigned 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 a project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys.

Provide survey data in LandXML format.

Any questions or requests for “Waiver of Survey” should be directed to the Turnpike Enterprise’s Final Estimates Manager.

9.3 On-site Inspection:

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

The Consultant shall monitor and inspect the 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 Department’s procedures. Consultant employees performing such services shall be qualified in accordance with the Department’s procedures.

9.4 Sampling and Testing:

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

The Turnpike Enterprise will perform inspection and sampling of materials and components at locations remote from an assigned project site, and the Turnpike Enterprise will perform testing of materials normally done in a laboratory remote from an assigned project site.

The Consultant shall 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., as required by the contract documents.

The Turnpike Enterprise will monitor the effectiveness of the Consultant's sampling and testing procedures through observation, independent assurance, independent verification, and process reviews (asphalt, concrete, earthwork, and geotechnical, etc.).

Sampling, testing and laboratory methods shall be as required by the Department's applicable contract documents and procedures.

Sampling and testing performed by the Consultant shall be reported daily in accordance with applicable procedures.

The Consultant shall transport samples to be tested in a Turnpike Enterprise laboratory to the appropriate Turnpike Enterprise laboratory or appropriate local FDOT facility.

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

When Verification, Independent Verification or Resolution sampling and/or testing services (including asphalt plant inspection) are required from the Turnpike Enterprise's Materials office, the Consultant shall submit an electronic Materials test request via the below link:

<https://fdot.pbid.com/sites/turnpike/Materials/SitePages/Home.aspx>

A minimum 24-hour advance notice is requested for all test requests.

The Consultant shall prepare and submit the *Project Administrator's Material Statement* to the DMRE in accordance with the Materials Manual, Section 5.4. The letter must include any Exceptions to certification, including those noted on the Construction Compliance with Specifications and Plans forms and as described in CPAM Section 5.8.5.

The Consultant is responsible for scheduling and conducting pre-operations meetings for the materials disciplines (asphalt, concrete, earthwork, etc.) applicable to the type of work included in the construction contract. The Consultant shall coordinate with the applicable Materials subject experts (see above Materials website URL for Materials subject expert contact information). The meeting(s) should occur prior to field activities.

The Consultant shall address all asphalt surface deficiencies in accordance with CPAM Section 11.2. Prior to notifying the Contractor to leave deficient area(s) in place, obtain the recommendation of the Turnpike Enterprise's Bituminous Engineer (DBE) and approval of the Turnpike Enterprise's Construction Engineer (DCE) and provide a copy to the Turnpike Enterprise's Certification Manager. List all deficient areas that remain in place as exceptions in the *Project Administrator's Material Statement*.

9.5 Engineering Services:

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

Services 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 an assigned project and properly document all project changes. Refer to the Consultant Pre-services Manual on the Turnpike Enterprise's ProjectSolve SharePoint site at:

<https://fdot.pbid.com/sites/turnpike/SitePages/Home.aspx>

The following services shall be performed:

- (1) Attend a pre-service meeting for the Agreement in accordance with CPAM. The Consultant shall provide appropriate staff to attend and participate in the pre-service meeting. At the time of this meeting, submit the names of users for use of FDOT Data Center Facilities and access to the Department's computer systems to the Turnpike Enterprise's Construction Project Manager for approval.

Record a complete and concise record of the proceedings of a pre-service meeting and distribute copies of this summary to the participants and other interested parties within seven (7) days.

- (2) Schedule and attend a Final Estimate informational meeting with the Turnpike Enterprise's Final Estimates Office. Provide appropriate staff to attend and participate in this meeting.
- (3) Schedule and attend a SiteManager/EDMS informational meeting with the Turnpike Enterprise's Construction Office. The Consultant shall provide appropriate staff to attend and participate in this meeting.

Provide personnel proficient in the use of computers and scanner operation to input construction documents into the Turnpike's Electronic Document Management System. This will require familiarity with the documents and guidelines posted on the Turnpike Enterprise's Construction office website. Duties will include scanning, attributing and retrieving documents that are to be archived electronically.

- (4) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with an assigned project. For each assigned project that requires the use of the NPDES General Permit, provide at least one (1) Inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's Inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the Department's guidelines.
- (5) Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. The following elements will be reviewed which may include, but are not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays. The Consultant shall verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. The Consultant shall 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.
- (6) Analyze problems that arise on an assigned project and proposals submitted by the Contractor, work to resolve such issues, and process the necessary paperwork.
- (7) Monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. The Consultant shall facilitate coordination and communication between Utility

Agency's representatives, the Department's staff and Contractors executing the work. The Consultant shall identify potential utility conflicts and assist in the resolution of utility issues including Department and Local Government-owned facilities.

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

- (8) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the Department to make timely payment to the Contractor.
- (9) Prepare and make presentations for meetings and hearings before the Dispute Review Boards in connection with an assigned project covered by this Agreement.
- (10) Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with Department procedures.
- (11) The Department will provide Public Information Services.
- (12) Prepare and submit to the Turnpike Enterprise's Construction Project Manager monthly, a Construction Status Reporting System (CSRS) report, in a format to be provided by the Department.
- (13) Video tape the pre-construction conditions throughout an assigned project's 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.

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 an assigned project. Photographs shall be taken the days of Conditional, Partial, Semi and Final Acceptance.

9.6 Geotechnical Engineering:

The Consultant will be responsible to the Department for the satisfactory performance and timeliness of the below services.

1) Drilled Shafts:

- Review and provide comments on the Drilled Shaft Installation Plan. Forward the document to Turnpike's Geotechnical Engineer (DGE) for review within one

(1) working day after receiving the document from the Design-Build Firm (DB Firm). Any revised Drilled Shaft Installation Plan shall be forwarded to DGE on the same day it is received from the DB Firm.

- Within one (1) working day after receiving the DGE's comments on the Drilled Shaft Installation Plan, incorporate the DGE's and the CEI Office's comments and notify the DB Firm on the acceptance, rejection or request additional information and/or changes that may be necessary. Revised Drilled Shaft Installation Plan responses shall be provided to the DB Firm within one (1) working day after receiving the DGE's comments.
- Schedule a pre-drilled shaft installation meeting to go over the drilled shaft installation procedures. Make sure the Contractor's field superintendent(s), Concrete QC technician(s), CEI field representative(s), Geotechnical Foundation Design Engineer of Record (GFDEOR), CTQP drilled shaft inspector(s) of the GFDEOR, representative of Turnpike Concrete Group, and the DGE are invited. Prepare and distribute meeting minutes to the attendees.
- Notify DGE with the schedule of test holes, load test shafts, and production shafts once it is known. Observe these activities which include review or verification testing of drilling slurry, core drilling and core logs, pilot hole drilling, and other procedures as required. Ensure they are constructed in accordance with the RFC plan, applicable specifications, and other contract documents. Report to the DGE any problems and construction quality issues observed during the installation of drilled shafts within one (1) working day.
- Review the recommended production drilled shaft tip elevations and minimum rock socket lengths. Forward these documents to the DGE for review within one (1) working day they are received. Coordinate with the DGE and provide a response to the DB Firm within the same day of receiving the DGE's comments.
- Observe and ensure the shaft bottom is at the required elevation and is properly inspected for cleanliness using manual soundings or shaft inspection device as required in the contract documents.
- Review drilled shaft excavation logs and concrete placement records to identify possible shaft integrity problems and possible causes.
- Verify the requirements on the RFC plans, applicable specifications, and other contract documents are followed throughout drilled shaft construction.
- Forward all drilled shaft inspection forms to the DGE within the same day after receiving them to allow selection of CSL testing. Coordinate with the DGE in the selection of shafts for CSL or other integrity testing prior to certification submittal. Notify Design-Build Firm of any required integrity testing within one (1) working day after receiving the request from DGE.
- Observe the performance of any load tests and verify that the details are implemented as planned.
- Verify the quality control processes of the Drilled Shaft Installation Plans are followed during construction.
- Evaluate problems encountered during construction and coordinate with the DGE and the Contractor to resolve such problems, including possible verification testing/review and withdrawing the DB Firm's Drilled Shaft Installation Plan acceptance.
- Review certification packages submitted by the DB Firm. Forward these packages to the DGE the same day they are received. Coordinate with DGE in reviewing these packages and respond to the DB Firm in writing within the same day-receiving notification from DGE regarding whether any verification testing is needed.

- Coordinate with the Contractor, DGE and DGE's testing sub-consultant to perform verification testing (including integrity testing before Foundation Certification Package is submitted) and regarding notification of DGE on test result.

2) Piles:

- Review and provide comments on the Pile Installation Plan. Forward the document to DGE for review within one (1) working day after receiving the document from the DB Firm. Any revised Pile Installation Plan shall be forwarded to DGE on the same day it is received from the DB Firm.
- Within one (1) working day after receiving the DGE's comments on the Pile Installation Plan, incorporate the DGE's and the CEI Office's comments and notify the DB Firm on the acceptance, rejection or request additional information and/or changes that may be necessary. Revised Pile Installation Plan responses shall be provided to the DB Firm within one (1) working day after receiving the DGE's comments.
- Schedule a pre-pile installation meeting to go over the pile installation procedures. Make sure the Contractor's field superintendent(s), CEI field representative(s), Geotechnical Foundation Design Engineer of Record (GFDEOR), CTQP drilled shaft inspector(s) of the GFDEOR, and the DGE are invited. Prepare and distribute meeting minutes to the attendees.
- Notify DGE with the test pile schedule once it is known. Observe installation of test piles and production piles and communicate any concerns to the DGE within one (1) working day.
- Verify the requirements on the RFC plans, applicable specifications, and other contract documents are followed throughout pile installation.
- Verify that the quality control processes of the Pile Installation Plans are followed during construction.
- Review the driving criteria and pile length letters. Forward these documents to the DGE for review one (1) working day they are received.
- Discuss with the DGE any concerns regarding the criteria. Submit comments to the DB Firm when required.
- Verify that production piles have satisfied the authorized driving criteria during installation.
- Forward all pile driving logs to DGE within one (1) working day after receiving them.
- Review certification packages submitted by the DB Firm. Forward these packages to the DGE the same day they are received. Coordinate with DGE in reviewing these packages and respond to the DB Firm in writing within the same day receiving notification from DGE regarding whether any verification testing is needed.
- Evaluate problems encountered during construction and coordinate with DGE and the Contractor to resolve such problems, including possible verification testing/review and withdrawing Design Build Firm's Pile Installation Plan acceptance.
- Coordinate with the Contractor, the DGE and DGE's testing sub-consultant to perform verification testing and regarding notification from DGE on test result.

3) Spread Footings:

- Observe construction of spread footing foundations and verify they are founded to the required elevation and to the proper soil/rock material.
- Verify the RFC Plan requirements and the applicable specifications are followed throughout the spread footing construction. Report to the DGE any problems and construction quality issues observed during construction of spread footings within one (1) working day.
- Forward certification packages submitted by the DB Firm to DGE the same day they are received. Coordinate with DGE in reviewing these packages and respond to the DB Firm in writing within the same day after receiving notification from DGE regarding whether the shallow foundations are acceptable.
- Evaluate problems encountered during construction and coordinate with the DGE and the Contractor to resolve such problems.

10.0 PERSONNEL:

10.1 General Requirements:

The Consultant shall provide qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. The Method of Compensation for personnel assigned to this project, is outlined in Exhibit “B”, Method of Compensation, attached hereto and made a part hereof.

Unless otherwise agreed to by the Department, the Department 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:

The Consultant shall provide competent personnel qualified by experience and education. The Consultant shall submit in writing to the Turnpike Enterprise’s Construction Project Manager and the Turnpike Enterprise’s Consultant CEI Manager the names of personnel proposed for assignment to this project, including a detailed resume for each containing at a minimum: salary, education, and experience. This request for personnel approval shall be submitted at least two weeks prior to the date an individual is to report to work.

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

Before a 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 Department and should occur as workload permits. Visit the training page on the State Construction Office website for training dates.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector may have six months from the date of hire to obtain the necessary

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

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

QUALIFICATIONS:

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

CERTIFICATIONS:

FDOT Advanced MOT

OTHER:

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

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

CEI PROJECT ADMINISTRATOR/PROJECT ENGINEER - A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures, or eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road and bridge structures. A Civil Engineering degree and registered in the State of Florida as a professional engineer (or if registered in another state, have the ability to obtain registration in Florida within six (6) months) plus five (5) years general bridge construction experience, for which CEI services are being provided by this scope **or** for non-degreed and/or non-registered personnel eight (8) years of general bridge construction experience, for which CEI services are being provided by this scope. Additionally, a minimum of one (1) year of experience as the Project Administrator in primary control of the type of construction project for which CEI services are being provided by this scope. To be in primary control, a Project Administrator must have supervised two or more inspectors as well as two or more support staff (Office Manager, Compliance Officer, and Secretary) and must have been directly responsible for all CEI services assigned.

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.

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

A Master's Degree in Engineering may be substituted for one (1) year 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 Department's Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties. Shall become proficient in Trimble Business Center - Heavy Construction Edition (HCE) or approved surface to surface comparison software and Engineering Menu.

QUALIFICATIONS:

CTQP Final Estimates Level II

CEI ASSOCIATE CONTRACT SUPPORT SPECIALIST - High school graduate or equivalent plus three (3) years of secretarial and/or clerical experience including two (2) years experience in construction office management having performed project related duties (i.e., Materials Acceptance and Certification (MAC) System, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.). Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Assists the Project Administrator in office related duties (i.e., CQR, progress, and final estimates, EEO compliance, Processing

Construction Contract changes, etc.). Project specific work under the general supervision of the Senior Project Engineer and staff.

QUALIFICATIONS:

CTQP Final Estimates Level I

CEI SENIOR INSPECTOR/SENIOR ENGINEER INTERN – High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge/ roadway/ ITS construction inspection on limited access toll roads. Must have supervised two or more inspectors and must have been directly responsible for all inspection requirements related to the construction operations assigned.

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.

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

QUALIFICATIONS:

CTQP Concrete Field Inspector Level I

CTQP Asphalt Roadway Level I

CTQP Asphalt Roadway Level II

CTQP Earthwork Construction Inspection Level I

CTQP Earthwork Construction Inspection Level II

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 Drilled Shaft Inspection

CTQP Final Estimates Level I

CERTIFICATIONS:

Nuclear Radiation Safety

IMSA Traffic Signal Inspector Level I

FDOT Intermediate MOT

OTHER:

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

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: (Note: Engineer Intern classification requires E.I.T. certificate.)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first

six months of working as an Inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

Must have the following as required by the scope of work for 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)

CTQP Final Estimates Level I

CERTIFICATIONS:

FDOT Intermediate MOT

IMSA Traffic Signal Technician Level I

Nuclear Radiation Safety

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

OTHER

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

CEI SENIOR INSPECTOR BUILDING STRUCTURES- High School Graduate plus eight (8) years of experience in construction inspection with four (4) years of experience in performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting fields tests. Senior Building Structures Inspector must be fully knowledgeable of all aspects of the building construction to include masonry work and familiarization with the local and State building codes and ordinances. Work is performed under the general supervision of the Project Engineer.

CERTIFICATIONS:

FDOT Intermediate MOT

CEI BUILDING INSPECTOR/ELECTRICAL- High School Graduate plus five (5) years experience as a qualified building inspector or general contractor. Experience shall be actual field experience as a qualified building inspector or job superintendent. Inspector must be fully knowledgeable of all local and State building codes and ordinances.

CERTIFICATIONS:

FDOT Intermediate MOT

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

construction inspection, or a Civil Engineering Degree and one (1) year of ITS CEI experience:

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

QUALIFICATIONS:

Fiber Installation Inspection and OTDR Fiber Testing
DMS Operation and Testing
Controller Operation and Testing
CCTC Installation, Operation and Testing
MVDS Operations and Testing
FDOT SEMP Training
Familiarity with Existing Communication Equipment and Switches

CERTIFICATIONS:

FDOT Intermediate MOT
IMSA Level II
Or a Civil Engineering Degree and one (1) year of ITS CEI experience.

Responsible for inspecting construction work; monitoring ITS and electrical installation techniques to ensure conformance with the plans, specifications, National Electrical code and other applicable manuals and is responsible for coordinating and managing the lower level inspectors. Responsible for escalating any deficiencies to the Project Administrator.

CEI ITS INSPECTOR- High School Graduate or equivalent plus two (2) years of experience in construction inspection, one (1) year of which shall have been in ITS construction inspection, or an Engineer Intern with a Civil Engineering degree (requires certificate) having the ability to earn the required qualifications within one year:

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

QUALIFICATIONS:

Fiber Installation Inspection and OTDR Fiber Testing
DMR Operation and Testing
Controller Operation and Testing
CCTC Installation, Operation and Testing
Familiarity with Existing Communication Equipment and Switches

CERTIFICATIONS:

FDOT Intermediate MOT
IMSA Level I
Or a Civil/Electrical Engineering Degree

CEI INSPECTOR'S AIDE – Bachelor's degree in Engineering, Construction management or equivalent and able to perform mathematical calculation, follow technical instruction, read plans and specifications. Duties are to assist and if needed escalate issues to higher-level inspectors. Must obtain FDOT Intermediate MOT prior to field work. Prior to performing independent testing obtain the necessary certifications.

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 Microsoft Office software applications. Knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Should exercise independent initiative to help relieve the supervisor of clerical detail. Experience with the Department's Electronic Document Management System. Work under the general supervision of the Senior Project Engineer and their staff.

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

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

10.3 Staffing:

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

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

In the event that the suspension of Contractor operations requires the removal of Consultant forces from an assigned 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 execution of this Agreement, the Consultant shall furnish a QA Plan to the Consultant CEI 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 to the Consultant until the Department approves the Consultant QA Plan.

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

A. Organization:

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

B. Quality Assurance Reviews:

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

C. Quality Assurance Records:

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

D. Control of Subconsultants and Vendors:

Detail the methods used to control subconsultant and vendor quality.

E. Quality Assurance Certification:

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

11.2 Quality Assurance Reviews:

The Consultant shall conduct semi-annual Quality Assurance Reviews to ensure compliance with the requirements of this 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 Turnpike Enterprise's Construction Office 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 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:

The Consultant shall 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 Department, upon request, during the term of this Agreement. 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:

The Consultant shall prepare documentation and records in compliance with this Agreement, Statewide Quality Control (QC) Plan, or Consultant's approved QC Plan and the Department's Procedures as required by CPAM.

Submit, electronically, the Final Estimate(s) and one (1) set of final "as-built plans" documenting the Contractor's work in accordance with CPAM.

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

12.2 Certification:

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

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

12.3 Offer of Final Payment:

The Consultant shall prepare the Offer of Final Payment package as outlined in CPAM. The package shall accompany the Certified Final Estimates Package submitted to the Turnpike Enterprise's 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 project(s) assigned under this 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 Compliance 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 Turnpike Enterprise's Construction Project Manager for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the Turnpike Enterprise's Consultant CEI Manager for approval and further processing. The AR is to be submitted at such time to allow the Department 12 weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the Department.
- (3) The Consultant is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to the Department.

13.2 Invoicing Instructions:

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

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

All invoices shall be submitted to the Department in electronic and hard copy formats in accordance with the Turnpike Enterprise's Construction Office and Consultant Invoice Transmittal System (CITS) procedures. The Turnpike Enterprise's Construction Project Manager must receive hard copy documentation within three (3) workdays of electronic submittal or the electronic submittal will be rejected (Saturday, Sunday, and Department holidays are not considered workdays).

All charges to an assigned 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 Department.

A Final Invoice will be submitted to the Department no later than the 60th day following Final Acceptance of an assigned project, or as requested by the Department.

14.0 OTHER SERVICES:

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

- A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement in connection with a construction project assigned under this Agreement.

- B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with this 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 a 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 services authorized under this Agreement, the Consultant shall 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 an 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 this Scope of Services shall apply.

17.0 THIRD PARTY BENEFICIARY

It is specifically agreed to 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 DEPARTMENT AUTHORITY

The Department shall be the final authority in considering modifications to a 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.