

**EXHIBIT "A"**

**CONSTRUCTION ENGINEERING AND INSPECTION  
SCOPE OF SERVICES  
FOR  
CONTRACT COMPLIANCE**

**Project Description:**

**Continuing Services for Resident Compliance CEI Support**

**Financial Project ID(s): 440297-1-62-01**

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

## TABLE OF CONTENTS

<b>1.0</b>	<b>PURPOSE</b> .....	<b>1</b>
<b>2.0</b>	<b>SCOPE</b> .....	<b>1</b>
<b>3.0</b>	<b>LENGTH OF SERVICE</b> .....	<b>2</b>
<b>4.0</b>	<b>DEFINITIONS</b> .....	<b>2</b>
<b>5.0</b>	<b>ITEMS TO BE FURNISHED BY THE DEPARTMENT TO CONSULTANT</b> .....	<b>3</b>
<b>6.0</b>	<b>ITEMS FURNISHED BY THE CONSULTANT</b> .....	<b>4</b>
6.1	DEPARTMENT DOCUMENTS .....	4
6.2	OFFICE AUTOMATION .....	4
6.3	VEHICLES .....	5
<b>7.0</b>	<b>LIAISON</b> .....	<b>5</b>
<b>8.0</b>	<b>PERFORMANCE OF THE CONSULTANT</b> .....	<b>5</b>
<b>9.0</b>	<b>REQUIREMENTS</b> .....	<b>6</b>
9.1	GENERAL.....	6
9.2	CONTRACT SUPPORT SERVICES .....	6
<b>10.0</b>	<b>PERSONNEL</b> .....	<b>6</b>
10.1	GENERAL REQUIREMENTS .....	6
10.2	PERSONNEL QUALIFICATIONS.....	7
10.3	STAFFING .....	10
<b>11.0</b>	<b>AGREEMENT MANAGEMENT</b> .....	<b>10</b>
11.1	GENERAL.....	10
<b>12.0</b>	<b>OTHER SERVICES</b> .....	<b>10</b>
<b>13.0</b>	<b>CONTRADICTIONS</b> .....	<b>11</b>
<b>14.0</b>	<b>THIRD PARTY BENEFICIARY</b> .....	<b>11</b>
<b>15.0</b>	<b>DEPARTMENT AUTHORITY</b> .....	<b>11</b>

**SCOPE OF SERVICES**  
**CONTRACT COMPLIANCE**

**1.0 PURPOSE:**

This Scope of Services describes the duties and responsibilities of the Contract Compliance services required by the Federal Highway Administration to assure compliance of contractors with the Equal Employment Opportunity (EEO) and Affirmative Action (AA), Disadvantage Business Enterprise (DBE), On-the-Job Training (OJT) and federal Wage Rate Provisions required by the FHWA 1273 Required Contract Provisions Federal-Aid Construction Contracts and Florida Statutes. The services to be provided under this agreement will be provided on an as needed basis using Task Work Order issued by the Department. The Task Work Order will identify the project on which the services are to be provided and the authorized date for the services to begin

**2.0 SCOPE:**

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

The projects for which the services are required are:

Financial Project IDs:	Various
Descriptions:	Various
County:	Broward, Palm Beach, Indian River, Martin and St. Lucie

Exercise independent professional judgment in performing obligations and responsibilities under this Agreement.

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.

Maintain and keep in force throughout the term of this contract agreement, renewals and modifications, the requirements specified below:

- A. Staff is required to have and maintain a valid State of Florida Driver's License. The license for each staff member must be submitted to the Department representative prior to the beginning of any work and will be subject to an annual review.
- B. Consultant staff will be required to travel to construction work sites, as well as other locations to perform the duties and responsibilities under this agreement. Consultant employees may be required to drive Department vehicles and shall sign and execute the Department's Certification of Acceptable Driving Record, Form 375-040-39. Other projects developing within the geographical area of Broward, Palm Beach, Indian River, Martin and St. Lucie county (ies) 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.

- C. Ensure performance of the staff assigned to the contract. Remove or discipline staff as requested by the Department to ensure a satisfactory and professionally run program.

**3.0 LENGTH OF SERVICE:**

The services for each Construction Contract shall begin upon issuance of a Task Work Order and written notification to proceed by the Department.

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.

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

Construction Contract Estimate			
Financial Project ID	Letting Date (Mo/Day/Yr)	Start Date (Mo/Day/Yr)	Duration (Days)
Various	Various	Various	Various

**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 CTQP website.
- F. Consultant: The Consulting firm under contract to the Department for administration of the Construction Compliance services.
- G. CEI Consultant Engineer: The employee assigned by the Consultant (if applicable) to be in charge of providing Contract Administration services for the Contract Compliance services provided by this scope.
- H. CEI Resident Compliance Specialist: The employee assigned by the Department to oversee project specific compliance functions.

- I. District Construction Engineer: The administrative head of the District's Construction Offices.
- J. District Contract Compliance Manager: The administrative head of the District Contract Compliance Office.
- K. District Consultant CEI Manager: The Department employee assigned to administer the Consultant Construction Engineering and Inspection (CCEI) Program in the District.
- L. District Director of Transportation Operations: The Director of Construction, Maintenance, Traffic Operations, Materials, and Safety.
- M. District Final Estimates Manager: The administrative head of the District Final Estimates Office.
- N. District Professional Services Administrator: The Administrative Head of the Professional Services Office.
- O. District Secretary: The Chief Executive Officer in each of the Department's eight (8) Districts.
- P. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.
- Q. Operations Engineer: The Engineer assigned to a particular County or area to administer Construction and Maintenance Contracts for the Department.
- R. Public Information Office: The Department's office assigned to manage the Public Information Program.
- S. Resident Engineer: The Engineer assigned to a particular County or area to administer Construction Contracts for the Department.

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

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

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

<http://www.fdot.gov/construction/>

**6.2 Office Automation:**

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

Provide each compliance staff member 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 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.

**7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:**

For the duration of the Agreement, keep the Department's Construction Project Manager in Responsible Charge and the District Contract Compliance 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.

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

Submit all administrative items relating to Invoice Approval, Personnel Approval, User IDs, Time Extensions, and Supplemental Amendments to the Construction Project Manager for review and approval.

**8.0 PERFORMANCE OF THE CONSULTANT:**

During the term of this Agreement and all Supplemental Amendments thereof, the Department will review various phases of the contract compliance activities, to determine compliance with this Agreement. 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 responsibilities, reassign personnel, or assign additional personnel, within one week of notification.
- B. Immediately replace personnel whose performance has been determined by the Consultant and/or the 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 staff to monitor the Contractor's performance of Construction Contract for compliance with all requirements of the Equal Employment Opportunity (EEO) and Affirmative Action (AA), Disadvantage Business Enterprise (DBE), On-the-Job Training (OJT) and federal Wage Rate Provisions required by the FHWA 1273 Required Contract Provisions Federal-Aid Construction Contracts and applicable Florida Statutes.

Observe the Contractor's reporting activities for contract compliance. Identify discrepancies, report significant discrepancies to the Department, and direct the Contractor to correct such observed discrepancies.

Inform the designated Department project personnel of any significant omissions, substitutions, and deficiencies noted in the documentation of the Contractor and the corrective action that has been directed to be performed by the Contractor.

**9.2 Contract Support:**

Assist in coordinating the Construction Contract administrative activities of all parties 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 review of the Contractor compliance activities to assure compliance with the specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all compliance activities and events relating to the project performance and properly document all deficiencies. These services will include but are not limited to the following:

- (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 Department's computer systems to the Construction Project Manager for approval.
- (2) Coordinate the EEO monitoring documentation as required (i.e. Labor Interviews)
- (3) Coordinate and facilitate effective communication with key DOT, Contractor, and Utility personnel

**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 in Exhibit "B."



**Unless otherwise agreed to by the Department, the Department will not compensate straight overtime or premium overtime unless approved in advance of the work.**

**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 Department. Staff that has been removed shall be replaced by the Consultant within one week of Department notification.

Before the project begins, all project staff shall have a working knowledge of the current CPAM and must possess all the necessary qualifications/certifications for 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. The District Construction Engineer or designee will have the final approval authority on such exceptions.

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

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

**MINIMUM QUALIFICATIONS:**

**CEI CONSULTANT ENGINEER** - A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures.

For CC2 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, two (2) years of which must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. Additionally, a minimum of one (1) year of experience as the Project

Administrator/Project Engineer in primary control of the type of CC2 construction project for which CEI services are being provided by this scope. Post-tensioning experience is not required for precast prestressed concrete flat slab superstructures but successful completion of an FDOT accredited grouting and post-tensioning course is required. To be in primary control, a Project Administrator/Project Engineer must have supervised two or more inspectors as well as two or more support staff (Office Manager, Resident Compliance Specialist, and Secretary) and must have been directly responsible for all CEI services assigned.

CPTS years of experience must have included a minimum of twelve (12) months experience in each of the following areas: (1) casting yard operations and related surveying; (2) segment erection and related surveying, post-tensioning (PT) of tendons and grouting of prestressing steel.

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

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

MB years of experience must have been in MB mechanical and/or electrical construction.

The CEI Consultant Engineer will perform Quality Assurance reviews and monitor the performance of the assigned compliance staff on a quarterly basis of all project records prepared by CEI staff assigned to a project. Prepare a report of the Quality Assurance Review for approval of the Construction Project Manager. Review should address compliance with Department specifications, procedures, and accuracy of data being collected. 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)

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 RESIDENT COMPLIANCE SPECIALIST** - Graduation from an accredited high school or equivalent with one (1) year of experience as a Resident Compliance Specialist on a construction project or two (2) years of assisting the Resident Compliance Specialist 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.

**POSITION DESCRIPTION:**

The position is responsible for establishing and maintaining records/files to adhere to Federal and State rules and regulations concerning the compliance program. Prepare correspondence to contractors and Departmental personnel with regards to the state of compliance as directed by Departmental procedures and/or directives released by the DCCM.

Attend preconstruction conferences to inform contractors of their obligations relating to EEO/DBE/OJT, Davis Bacon and associated Federal rules and regulations. This position will be responsible for promoting effective communication with contractors in order to ensure good exchange of information and timely submittals.

Review the Daily Work Reports (DWR) (as necessary) for all the construction project. Each DWR will be analyzed for content in order to determine the status of active contractors (prime, subcontractors, and subordinate subcontractors).

Verify contractor's payrolls for format, classification, pay and timely submittal. When field interviews are received from project personnel, verify information against payrolls. If necessary, issue noncompliance notices to contractors for incorrect classification, pay scales, etc. Establish and maintain files for payrolls and labor interviews. Prepare for submission to appropriate offices.

Establish and maintain all documents related to the On-the-Job Training Program. Check personnel action forms to see if they comply with training guide schedule. Travel to project site to interview training candidates as outlined in Compliance Reference Guide. Ensure timely submission of the Monthly Time Reports. Verify Monthly Time Reports against payrolls and report inconsistencies.

As directed by the DCCM, will actively engage in other aspects of project management to ensure adherence to federal/state rules and regulations. This position may be required to assist in other activities as directed depending upon workloads.

This position is part-time, twenty (20) hours per week. Upon approval by the Department Representative, the hours may be increased, either permanently or temporarily, when workload advances or to augment current staff needs.

Supplies administrative support in monitoring the contractor's state of compliance as it relates to contract language.

This position is responsible for creating and maintaining various data bases as well as typing reports in order to ensure conformity to federal/state rules and regulations. As work flow dictates, perform scanning in adherence to the Electronic Document Management System guidelines.

**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.

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 AGREEMENT MANAGEMENT:**

**11.1 General:**

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

**12.0 OTHER SERVICES:**

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

- A. Provide services determined necessary for the successful completion and closure of the Construction Contract.

**13.0 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.

**14.0 THIRD PARTY BENEFICIARY**

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

**15.0 DEPARTMENT AUTHORITY**

The Department 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.