

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD PROFESSIONAL SERVICES AGREEMENT

375-030-12
PROCUREMENT
OGC - 06/11
Page 1 of 2

Contract No. C-9285

FDOT Financial ID No.(s) 412994-3-62-01 & 412994-4-62-01

Appropriation Bill Number(s)/Line Item Number(s) for
1st year of contract, pursuant to s. 216.313, F.S. SB 2000/1918C

F.A.P. No. _____

(required for contracts in excess of \$5 million)

THIS AGREEMENT, made and entered into this 19th day of July 2011, by and
(This date to be entered by DOT only)
between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the
Department and HNTB Corporation
(F.E.I.D. No. F 431623092) of 715 Kirk Drive, Kansas City, MO 64105

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

The Consultant and the Department mutually agree to abide by the Department's **Standard Professional Services Agreement, Terms**, dated June, 2011 which are available as an appendix to this form in the Department's Professional Services web site or from the Department's Office of Procurement. The **Standard Professional Services Agreement Terms**, with the exception of the following non-applicable sections:
N/A

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

1. **SERVICES AND PERFORMANCE**

- A. The Department does hereby retain the Consultant to furnish certain services as described in Exhibit "A", attached hereto and made a part hereof, in connection with
CEI Group 105

- B. Unless changed by written agreement, the site for inspection of work referenced in Section 1.1 of the **Standard Professional Services Terms**, will be established field office

2. **TERM**

- A. Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this Agreement will remain in full force and effect through completion of all services required of the Consultant or a 10 year term from the date of execution of this Agreement, whichever occurs first.

- B. Check applicable terms

- ☐ The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from the Department's _____ which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within _____ months of the commencement date specified in the notice to proceed or as modified by subsequent Amendment of Supplemental Agreement.
- ☐ The project services to be rendered by the Consultant for each task assignment will commence, upon written notice from the Department's _____, and will be completed within _____ months from the date of this Agreement. All services performed under this contract will be completed within _____ months from the date of this Agreement. The total fee for all accumulated task assignments may not exceed _____.
- ☒ The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from the Department's director or designee which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within 30 calendar days following completion of the construction contract(s) with which consultant services are associated. The anticipated length of the consultant services is 33 months.

3. **INSURANCE**

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

4. **SUBCONTRACTS**

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

Bottomley Aviation, Inc.; Dyer, Riddle, Mills and Precourt, inc.; Elipsis Engineering & Consulting, LLC;
JBS Engineering Technical Services, Inc.; McKim & Creed, PA; Mehta and Associates, Inc.; Otak Group, Inc.
PB Americas, Inc.

5. **COMPENSATION**

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

6. **MISCELLANEOUS**

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

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

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

Page A-1 through Page A- 33 : Exhibit "A", Scope of Services

Page B-1 through Page B- 5 : Exhibit "B", Method of Compensation

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

HNTB Corporation

Name of Consultant

BY: James P. Anglin

Authorized Signature

James P. Anglin, P.E.

(Print/Type)

Title: Senior Vice President

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: Alan E. Hyman

Alan E. Hyman, P.E.

(Print/Type)

Title: Director of Transportation Operations

FOR DEPARTMENT USE ONLY

APPROVED: Samela Wood

Professional Services Unit

LEGAL REVIEW: Wally Foster

General Counsel Office

**State of Florida Department of Transportation
STANDARD PROFESSIONAL SERVICES AGREEMENT TERMS
June, 2011**

1. SERVICES AND PERFORMANCE

- A. Before making any additions or deletions to the work described in the Agreement, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will enter into a Supplemental Agreement covering such work and compensation. Reference herein to the Agreement will be considered to include any Supplemental Agreement.
- B. In the performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The Consultant will use due care in performing its services and will have due regard for acceptable engineering standards and principles. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.
- C. The Consultant agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of work being done by the Consultant and of the details thereof. Coordination will be maintained by the Consultant with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to the Agreement may request and be granted a conference.
- D. All services will be performed by the Consultant to the satisfaction of the Director who will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and the decision upon all claims, questions and disputes will be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses will be subject to mutual agreement of the parties, and Supplemental Agreement(s) of such a nature as required will be entered into by the parties in accordance herewith.

In the event that the Consultant and the Department are not able to reach an agreement as to the amount of compensation to be paid to the Consultant for supplemental work desired by the Department, the Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by the Department to be reasonable. In such event, the Consultant will have the right to file a claim with the Department for such additional amounts as the consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve the Consultant from the obligation to timely perform the supplemental work.

- E. In the event the work covered by this Agreement includes the preparation of construction plans, it is understood that the work may be divided into two or more construction projects by the Director and that, if this is done, the Consultant will supply construction plans for each project.
- F. The Consultant is authorized to use the Department's computer facilities utilizing Department programs required for the performance of the services herein. The Consultant will identify the programs required and submit a written request to the Department's Project Manager for approval.
- G. All design work performed by the Consultant for projects where anticipated construction cost is one million dollars (\$1,000,000) or more will be subject to Value Engineering. The Department further reserves the right to subject projects of lesser construction cost to Value Engineering should the Department deem circumstances are present that warrant such a decision. Value Engineering may be performed at any stage of the design process. Unless specifically identified in the Agreement, the Consultant will not be required to perform the Value Engineering analysis.

- H. The Consultant will not be liable for use by the Department of plans, documents, studies or other data for any purpose other than intended by the terms of this Consultant Agreement.
- I. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Department upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Department will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

2. **TERM:**

- A. Services required after completion of scheduled project services, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the term of this Agreement at written direction of the department. Supplemental Agreements may be negotiated for any post project schedule services needed by the Department after scheduled project services.

In the event it becomes impracticable or impossible for the Consultant to complete the expected services within the term of this Agreement due to delays on the part of the department or circumstances beyond the control of the Consultant, the Agreement may be extended. An extension of the Agreement must be in writing.

- B. In the event there are delays caused by the Department in approval of any of the materials submitted by the Consultant or if there are delays occasioned by circumstances beyond the control and without fault or negligence of the Consultant which delay the scheduled project completion date, the Department may grant an extension of time equal to the aforementioned project schedule delay, as a minimum and not to exceed the Agreement term, by issuance of a Time Extension Letter. This letter will be for time only and does not include any additional compensation.

It will be the responsibility of the Consultant to ensure at all times that sufficient time remains in the Project Schedule within which to complete the services on the project. In the event there have been delays which would affect the project completion date, the Consultant will submit a written request to the Department which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. The Department will review the request and make a determination as to granting all or part of the requested extension.

In the event time for performance of the scheduled project services expires and the Consultant has not requested, or if the Department has denied, an extension of the Project Schedule completion date; partial progress payments will be stopped on the date time expires. No payment shall be made for work performed after the Project Schedule completion date until a time extension is granted or all work has been completed and accepted by the Department if the Agreement term has not expired.

3. **COMPENSATION:**

- A. Bills for fees or other compensation for services or expenses will be submitted to the Department in detail sufficient for a proper preaudit and postaudit thereof. The Department will render approval or disapproval of services within five working days of the receipt of a written progress report unless otherwise stated in the Agreement. The progress report will be accompanied by an appropriate invoice.

- B. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, will be submitted in accordance with Section 112.061, Florida Statutes.
- C. Records of costs incurred under terms of this Agreement will be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records will be furnished to the Department upon request.
- D. Records of costs incurred will include the Consultant's general accounting records and the project records, together with supporting documents and records, of the Consultant and all subconsultants performing work on the project, and all other records of the Consultant and subconsultants considered necessary by the Department for a proper audit of project costs.
- E. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement will be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, Rule Chapter 14-75, Florida Administrative Code, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State regulations and Federal regulations in that the more restrictive of the applicable regulations will govern.
- F. The Consultant should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- G. If a payment is not available within 40 days, a separate interest penalty at a rate established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the Consultant. Interest penalties of less than one dollar will not be paid unless the Consultant requests payment. Invoices which have to be returned to a Consultant because of Consultant 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.
- H. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Except for issues arising from contract indemnification provisions, the Department will have the right to retain out of any payment due the Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to the Department by the Consultant on any other Agreement between the Consultant and the Department. The Department may withhold payment on any invoice in the event that the Consultant is in default under any provision of this Agreement or any other Agreement between the Consultant and the Department as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, the Department will have the right to retain an amount equal to the damages suffered as a result of the default.
- J. It is mutually agreed and understood that the following provision will be applicable to this Agreement if the compensation to be paid to the Consultant, whether by lump sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs provided the Department to support the compensation are accurate, complete and current as of the date of this Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which the Department determines the Agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such Agreement adjustments must be made within one year following the end of the Agreement. For this purpose, the end of the Agreement is the date of final billing or acceptance of the work by the Department, whichever is later.

- K. The Department, during any fiscal year, will 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 will require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained will prevent the making of contracts for periods exceeding one 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. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. **INDEMNITY AND INSURANCE:**

- A. If the Consultant is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the Department relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the Consultant will indemnify and hold harmless the Department, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract.

The parties agree that 1% of the total compensation to the Consultant for performance of this Agreement is the specific consideration from the Department to the Consultant for the Consultant's indemnity agreement.

- B. The Consultant will have and maintain during the term of this Agreement, a professional liability insurance policy or policies, or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this Agreement in the amount specified in the Agreement.
- C. Under the terms of this agreement, the plans, reports and recommendations of the Consultant will be reviewed by the Department for conformity with Department standards and agreement terms. However, review by the Department does not constitute detailed review or checking of design components and related details, or the accuracy with which designs are depicted on the plans.
- D. Acceptance of the work by the Department or Agreement termination does not constitute Department approval and will not relieve the Consultant of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The Consultant shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the Consultant without additional compensation. If these errors and/or omissions are discovered during the construction of the project, they shall be corrected without additional compensation.

5. **COMPLIANCE WITH LAWS:**

- A. All final plans, documents, reports, studies and other data prepared by the Consultant shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.
- B. Chapter 337.162 Florida Statutes applies as follows:

- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it will submit a complaint about the violations to the Department of Business and Professional Regulation. The complaint will be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of his employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules will submit a complaint about the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455 and the state licensing law applicable to that licensee. The complaint will be confidential.
 - (3) Any confidential information submitted to the Department of Business and Professional Regulation will remain confidential pursuant to Chapter 455 and applicable state law.
- C. The Consultant will comply with all federal, state and local laws and ordinances applicable to the work or payment for 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.
- D. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this Paragraph, the Department shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- E. The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Consultant in conjunction with this Agreement. Failure by the Consultant to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
- F. The Consultant agrees that it will make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department and securing its consent in writing. The Consultant also agrees that it will not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information is the property of the Department.
- G. Consultant covenants and agrees that it and its employees will be bound by the standards of conduct provided in applicable Florida Statutes and applicable rules of the Department of Business and Professional Regulation as they relate to work performed under this Agreement. Consultant further covenants and agrees that when a former state employee is employed by the Consultant, the Consultant will require that strict adherence by the former state employee to Florida Statutes 112.313(9) and 112.3185 is a condition of employment of said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- H. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- I. The Department will consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement, by the Department, if the Consultant knowingly employs unauthorized aliens.

- J. DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

6. TERMINATION AND DEFAULT

- A. The Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination, as follows:
- (1) If the Department determines that the performance of the Consultant is not satisfactory, the Department may notify the Consultant of the deficiency with the requirement that the deficiency be corrected within a specified time; but not less than 10 days. Otherwise the Agreement will be terminated at the end of such time or thirty (30) days whichever is sooner.
 - (2) If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Consultant, the Department will notify the Consultant of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement is to be terminated.
 - (3) If the Agreement is terminated before performance is completed, the Consultant will be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the Agreement.
- B. The Department reserves the right to cancel and terminate this Agreement in the event the Consultant or any employee or agent of the Consultant is convicted for any crime arising out of or in conjunction with any work being performed by the consultant for or on behalf of the Department, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans specifications, computer files, maps, and data prepared or obtained under this Agreement will immediately be turned over to the Department. The Department reserves the right to terminate or cancel this Agreement in the event the Consultant will be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The Department further reserves the right to suspend the qualifications of the Consultant to do business with the Department upon any such conviction.
- C. If the Agreement is for goods or services of \$1 million or more and was entered into or renewed on or after July 1, 2011 and the Department determines that the Vendor submitted a false certification under Section 287.135(5), Florida Statutes, or if the Vendor has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall have the option of (1) terminating the Agreement after it has given the Vendor notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

7. ASSIGNMENT AND SUBCONTRACTORS

- A. The Consultant will maintain an adequate and competent professional staff so as to enable Consultant to timely perform under this Agreement and must be authorized to do business within the State of Florida and may associate with it such subconsultants, for the purpose of its services hereunder, without additional cost to the Department, other than those costs negotiated within the limits and terms of this Agreement. The Consultant is fully responsible for satisfactory completion of all subcontracted work. The Consultant, however, will not sublet, assign or transfer any work under this Agreement to other than subconsultants specified in the Agreement without the written consent of the Department.
- B. The Consultant must state in all subcontracts that services performed by any such subconsultant will be subject to the Professional Consultant Work Performance Evaluation System as defined in Chapter 14-75, Florida Administrative Code.
- C. The following provision is hereby incorporated in and made a part of this Agreement when the services provided herein do not involve the expenditure of Federal funds:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract will be purchased from the Corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract will be deemed to be substituted for this agency insofar as dealings with such Corporation.

The Corporation referred to in the above paragraph is Prison Rehabilitative Industries and Diversified Enterprises, Inc. Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 28th Street North
Suite 300
St Petersburg, Florida 33716

8. MISCELLANEOUS

- A. All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders.
- B. In the event that a court of valid jurisdiction finally determines that any provision of this Agreement is illegal or unenforceable, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.
- C. There are no understandings or agreements except as herein expressly stated.
- D. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.
- E. In any legal action related to this Agreement, instituted by either party, Consultant hereby waives any and all privileges and rights it may have under chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in any county chosen by the Department and in the event that any such legal action is filed by Consultant, Consultant hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- F. Consultant:
 - 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and
 - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract 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 contract term.

9. TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated in Section 6.B of the Standard Professional Services Agreement that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Consultant shall comply with the Regulations of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 2. cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- I. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- K. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
- The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- M. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

N. The Department hereby certifies that neither the consultant nor the consultant's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

O. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

EXHIBIT "A"

CONSTRUCTION ENGINEERING AND INSPECTION

SCOPE OF SERVICES

FOR

CENTRAL FLORIDA COMMUTER RAIL TRANSIT

Financial Project ID(s):

412994-3

412994-4

This CEI contract is contingent upon execution of the all CSX agreements, (issuance of the Design Build Notice to Proceed for Construction); approval of the Full Funding Grant Agreement from the Federal Transit Administration; and approval of budget and appropriation of funds by the Florida Legislature and Governor.

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Financial Project ID (s): 412994-3-62-01, 412994-4-62-01

SCOPE OF SERVICES
CONSTRUCTION ENGINEERING AND INSPECTION

1.0 PURPOSE:

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction projects listed below.

2.0 SCOPE:

The Consultant shall be responsible for providing services as defined in this Scope of Services, the referenced Department manuals, and procedures.

The projects for which the services are required are:

Financial Project IDs:	412994-4
Description:	Central Florida Commuter Rail Transit From Ft. Florida Road to Sand Lake Road Civil, Systems, and Track Work
County:	Volusia, Seminole, Orange
Financial Project IDs:	412994-3
Description:	Central Florida Commuter Rail Transit Stations
County:	Volusia, Seminole, Orange

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

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

The Consultants shall fully understand and enforce the provisions of the following documents:

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- (1) American Rail Engineering Maintenance of Way Agreement (AREMA)
- (2) Applicable FRA Regulations
- (3) Applicable FTA Full Funding Grant Agreement (FFGA) Requirements. This document will be provided when available.
- (4) Central Florida Operating and Management Agreement between FDOT and CSX Transportation
- (5) CFCRT Safety and Security Management Plan
- (6) Contract for Sale and Purchase between FDOT and CSX Transportation
- (7) CSX Transportation Safety Rules
- (8) Design Build Request for Proposal (RFP)
- (9) Design Criteria
- (10) Environmental Resource Permit (ERP)
- (11) Maintenance of Way Requirements
- (12) Procurement Documents for Long Lead Items (Ties, Rail and Ticket Vending Machines). This document will be provided when available.
- (13) Risk Mitigation Plan
- (14) Safety and Security Availability Requirements
- (15) Safety and Security Certification Plans
- (16) Safety Integration Plan
- (17) Signal and Route Aspect Chart
- (18) Transition Agreement between FDOT and CSX Transportation
- (19) Other CFCRT Related Agreements

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

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

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3.0 **LENGTH OF SERVICE:**

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

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

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

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

Construction Contract Estimate			
Financial Project ID	Letting Date (Mo/Day/Yr)	Start Date (Mo/Day/Yr)	Duration (Days)
412994-4	TBD	TBD	TBD
412994-3	TBD	TBD	TBD

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. Central Florida Rail Corridor (CFRC): is the 62-mile rail corridor from DeLand, Florida to Poinciana Industrial Park in Osceola County, Florida also known as the CSXT "A" Line. Also know as Central Florida Commuter Rail Transit (CFCRT).
- C. Chief Operating Officer (COO) means the occupant of that position at the Department or designated by the Department, responsible for management and oversight of the Department's railroad operations and maintenance.
- D. Safety and Security Administrator: means the occupant of that position at the Department or designated by the Department, responsible for the day-to-day management of the rail corridor safety and security.

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- E. 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.
- F. 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.
- G. Construction Training/Qualification Program (CTQP): The Department program for training and qualifying technicians in Aggregates, Concrete, Earthwork, and Asphalt. The University of Florida Transportation Research Center (TRC) administers this program. Program information is available at CTQP website.
- H. 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.
- I. 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.
- J. Consultant: The Consulting firm under contract to the Department for administration of Construction Engineering and Inspection services.
- K. Contractor: The individual, firm, or company contracting with the Department for performance of work or furnishing of materials.
- L. District Construction Engineer: The administrative head of the District's Construction Offices.
- M. District Consultant CEI Manager: The Department employee assigned to administer the Construction Engineering and Inspection Program in the District.
- N. District Contract Compliance Manager: The administrative head of the District Contract Compliance Office.
- O. District Director of Transportation Operations: The Director of Construction, Maintenance, Traffic Operations, Materials, and Safety.
- P. District Final Estimates Manager: The administrative head of the District Final Estimates Office.
- Q. District Professional Services Administrator: The Administrative Head of the Professional Services Office.
- R. District Secretary: The Chief Executive Officer in each of the Department's eight (8) Districts.

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- S. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.
- T. Federal Railroad Administration (FRA) means the Federal Railroad Administration.
- U. Federal Transit Administration (FTA) means the Federal Transit Administration; formerly the Urban Mass Transit Administration
- V. Operations Engineer: The Engineer assigned to a particular County or area to administer Construction and Maintenance Contracts for the Department.
- W. Project Management Consultant (PMC) The Department's consultant providing support on the project and coordination with FTA and the PMOC.
- X. Project Management Oversight Consultant (PMOC) The FTA's consultant overseeing the project.
- Y. Public Information Office: The Department's office assigned to manage the Public Information Program.
- Z. Quality Assurance Program Plan (QAPP) The Department's Quality Assurance Plan for the project.
- AA. Resident Compliance Specialist: The employee assigned by the -Department to oversee project specific compliance functions.
- BB. 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 CONSULTANT:

- A. The Department, on as needed basis, will furnish the following Construction Contract documents for the stations project. These documents may be provided in either paper or electronic format.
 - 1. Construction Plans,
 - 2. Special Provisions,
 - 3. Copy of the Executed Construction Contract, and
 - 4. Utility Agency's Approved Material List (if applicable).
 - 5. Rail related documents identified in Section 2.0
 - 6. Documents for the Design-Build contract will be provided as they become available from the Design-Build firm.
- B. The Department will allow connection to the FDOT Network by the Consultant through either dialup communications, authorized Virtual Private Network

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(VPN) or approved leased lines. Appropriate approvals must be received from the Department prior to their use.

- C. The Department will furnish, install, and support the software packages for SiteManager.

6.0 ITEMS FURNISHED BY THE CONSULTANT:

6.1 Department Documents:

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

Florida Department of Transportation
Maps and Publication Sales
605 Suwannee Street, MS 12
Tallahassee, Florida 32399-0450
Telephone No. (850) 488-9220

6.2 Office Automation:

The Consultant shall provide and have available all software and hardware necessary to perform the requirements of this contract.

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

The Consultant shall provide each inspection staff with a laptop computer capable of running SiteManager application through Citrix connection using a mobile broadband connection at the jobsite.

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

Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall remain at all times with the Consultant. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.

6.3 Field Office:

Engineer's Field Office will be included in the Construction Contract as a per day pay item. The Contractor shall obtain all necessary permits for setting up the field office and making connections to city, county or local facilities and the cost of such permits shall be included in the pay item for construction field office.

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The field office will be furnished and will meet the requirements of the Construction Contract.

Routine expenses, other than those that are the responsibility of the Contractor, for operation of the office, such as stamps, postage costs, custodial fees, telephone service, etc., will be the responsibility of the Consultant and will be compensated by the Department.

6.4 Vehicles:

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

6.5 Field Equipment:

The Consultant shall supply survey, inspection and testing equipment, essential in order to carry out the work under this Agreement. Such equipment includes those non-consumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement.

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

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

The Consultant's handling of nuclear density gauges shall be in compliance with their license.

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

6.6 Safety Rules

The Consultant shall follow all safety rules and requirements as required by the Department. The Consultant shall provide Roadway Worker Protection training and certification for its employees in accordance with the Department's Roadway Worker Protection Program.

6.7 Licensing for Equipment Operations:

The Consultant will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. The Consultant shall make the license and supporting documents available to the Department for verification, upon request.

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

7.0 LIAISON:

The Consultant shall keep the Construction Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement, and seek input from the Construction Project Manager in order for the Construction Project Manager to oversee the Consultant's performance.

Agreement administrative duties relating to Invoice Approval Requests, Personnel Approval Requests, User ID Requests, Time Extension Requests, and Supplemental Amendment Requests shall be reviewed and approved by the Construction Project Manager.

The Consultant shall cooperate with the Chief Operating Officer and the Safety and Security Administrator and their staffs.

8.0 PERFORMANCE OF THE CONSULTANT:

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

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

9.0 REQUIREMENTS:

9.1 General:

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

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

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

The Consultant shall advise the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. Work provided by the Consultant shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

9.2 Major Construction Task:

The Consultant will serve as the FDOT Representatives in the field. The primary function is to supplement FDOT staff. The major construction tasks of the Consultant include, but are not limited to, the following:

- (1) Perform Quality Assurance monitoring, and surveillances of the Construction Contractors activities to assure compliance with the design criteria and appropriate codes and requirements and the Construction Contractors Project QA/QC Plan;
- (2) Perform Quality Assurance Audits;
- (3) Review construction document transmittals, i.e. shop drawings, Requests for Information, Requests for Change Orders, etc., submitted by the Construction Contractors prior to incorporation into the work;
- (4) Attend regular progress review meetings with the Construction Contractors to ascertain job progress and identify and resolve problems;
- (5) Review the Construction Contractors' cost-loaded schedule initially and monthly prior to recommending payment of monthly invoices;
- (6) Review monthly Construction Contractors' invoices and recommend payment;
- (7) Respond to all of the Construction Contractors' Requests for Information;

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- (8) Negotiate all changes with the Construction Contractors and perform an Engineer's Estimate prior to such negotiations;
- (9) Maintain an accurate and current record of daily construction progress. Such record shall include daily reports, Resident Engineer's diary, use of photographs, minutes of all meetings and correspondence files;
- (10) Maintain shop drawings logs, tracking the date submitted by the Construction Contractors, date returned to the Construction Contractors, and disposition code;
- (11) Process plans and shop drawings submittals from the Design-Build firm in a timely manner, and stamp acceptable documents "Released For Construction"
- (12) Maintain Request for Information Logs and Request for Change Order Logs, tracking the data submitted by the Construction Contractors and date returned to the Construction Contractors;
- (13) Respond to every notice of potential claim received from the Construction Contractors and take all steps necessary to mitigate delays and damages;
- (14) Analyze all of the Construction Contractors' claims and make recommendations to FDOT as to possible resolutions;
- (15) Review remedial or additional designs as may be necessary to resolve conflicts or problems arising out of the work;
- (16) Collect all Quality Assurance records including *As-Built* drawings, test reports, deviation reports, operation and maintenance manual. *As-Built* drawings (final revisions) shall be supplied by the Construction Contractors based on the as built conditions.
- (17) Assists the PMC with preparing reports for FRA and FTA.
- (18) Coordinate activities with the COO. Assists the COO with processing contract supplemental agreements.
- (19) The COO is responsible for overseeing the maintenance inspections activities. The CEI shall assist when necessary.
- (20) Monitor and Support Contractor's Extended Curfews and track and signal outages.
- (21) Monitor and coordinate system startup testing and commissioning.
- (22) Monitor Contractor's Roadway Worker Protection Program (RWP).
- (23) Accept delivery of long lead procurement items and ensure compliance with the procurement documents. Monitor and inspect the installation of

the TVMs in accordance with the procurement documents.

(24) Report, collect, and track data as required by the transition agreement.

9.3 Survey Control:

The Consultant shall check or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) make and record such measurements as are necessary to calculate and document quantities for pay items, (2) make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys. The District Final Estimates Manager and the Senior Project Engineer will establish the specific survey requirements for each project prior to construction.

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

9.4 On-site Inspection:

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

Consultant shall be responsible for monitoring and inspection of Contractor's Work Zone Traffic Control Plan and review of modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the Department's procedures. Consultant employees performing such services shall be qualified in accordance with the Department's procedure.

9.5 Sampling and Testing:

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

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

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The Consultant shall be specifically responsible for job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

The Department will monitor the effectiveness of the Consultant's testing procedures through surveillance and obtaining and testing independent assurance samples.

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

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

The Consultant shall be responsible for transporting samples to be tested in a Department laboratory to the appropriate laboratory or appropriate local FDOT facility.

The Consultant will input verification testing information and data into the Department's database. Designated Consultant personnel will be provided written instructions from the Department for performing this task.

9.6 Engineering Services:

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

Services include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract, maintaining complete, accurate records of all activities and events relating to the project, and properly documenting all significant project changes. The Consultant shall perform the following services:

- (1) Schedule and attend, within ten (10) days after the Notice to Proceed, a pre-service conference for the project in accordance with Department's procedure. The Consultant shall provide appropriate staff to attend and participate in the pre-service meeting.

The Consultant shall record a complete and concise record of the proceedings of the pre-service meeting and distribute copies of this summary to the participants and other interested parties within seven (7) days. The Consultant shall submit Action Request packages for Personnel Approval for immediate staff needs and a copy/computer file of the final negotiated staffing to the Construction Project Manager, either at this meeting or within seven (7) days.

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- (2) Schedule and attend, within ten (10) days after the Notice to Proceed, a Final Estimate informational meeting with the District Construction Final Estimates Office. The Consultant shall provide appropriate staff to attend and participate in this meeting.
- (3) Prepare and submit to the Construction Project Manager for approval, within thirty (30) days after the pre-service meeting, the FDOT Computer Security Access Request for use of FDOT Data Center Facilities and access to the Department's computer systems.
- (4) Schedule within ten (10) days after the Notice to Proceed, a date to attend SiteManager/EDMS informational meeting with the District Construction Office. The Consultant shall provide appropriate staff to attend and participate in this meeting.

Provide personnel proficient in the use of computers and scanner operation to input construction documents into an EDMS. This will require familiarity with the documents and guidelines, posted on the Department's website for EDMS. Duties will include scanning, attributing and retrieving documents that are to be archived electronically.

- (5) The Consultant shall schedule and conduct a meeting with the District Construction Environmental Liaison within ten (10) days after the Notice to Proceed and another meeting at least forty five (45) calendar days prior to project final acceptance. The purpose of the meetings is to discuss the required documentation, including as-builts, necessary for permit(s) compliance.
- (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 Storm water, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm water Discharges from Construction Sites" and guidelines developed by Department.
- (7) Analyze problems that arise on a project and proposals submitted by the Contractor, work to resolve such issues, and process the necessary paperwork.
- (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.

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- (9) Prepare and make presentations before the Dispute Review Boards in connection with the project covered by this Agreement.
- (10) The Department will provide the functions of the Resident Compliance Specialist. The Consultant shall perform the field interviews, provide work space and supplies for project compliance files.
- (11) The Department will provide Public Information Services.
- (12) Prepare and submit to the Construction Project Manager monthly, a Construction Status Reporting System (CSRS) report, in a format to be provided by the Department.
- (13) 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.
- (14) The Consultant shall have 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. Copies of photographs will be electronically transferred to the CPM at an interval determined by the Senior Project Engineer and the Construction Project Manager.

The taking of the photographs shall begin prior to the start of construction and continue regularly throughout this project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

The Consultant shall take and submit six aerial photographs per mile prior to the commencement of construction, and bi-monthly thereafter, depicting job progress. Photographs shall be clean, sharp, and clearly show details. Each frame shall allow for a 15% to 25% overlap. The shutter speed should be such that all motion is eliminated. Aerial company shall preserve negatives for at least three years from final acceptance of the project. The name and date of the company that performed the work shall be on the back of all photographs. The photographs shall be reviewed by the Construction Project Manager.

9.7 Utility Coordination:

The Design/Build Firm will coordinate all utility relocations for the Design/Build contract.

It shall be the responsibility of the Consultant to monitor utility coordination such that it is in reasonable conformance to Plans and Department's standards, policies, procedures, and design criteria. The Department's Standards, policies, procedures, and design criteria are contained in the current adopted Design

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Standards, Standard Specifications for Road and Bridge Construction, Rule 14-46.001 (Utility Accommodation Manual), Utility User's Guide, and any Supplemental Specification, Provision, or Agreement.

When requested by the Department, the Consultant may employ more than one individual or utility engineering consultant to provide utility coordination. However, the Consultant shall employ and identify a single full time dedicated person responsible for managing all utility coordination. This person shall be contractually referred to as the CEI Utility Coordinator and shall be identified in the Consultant's proposal.

The Utility Coordinator shall be responsible for, but not limited to, the following:

- (1) Making sure Utility Coordination is conducted in accordance to the Department's standards, policies, procedures, and design criteria.
- (2) Scheduling utility meetings, keeping and distribution of minutes of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
- (3) Distributing all plans, conflict matrixes and changes to affected utility owners and making sure this information is properly coordinated.
- (4) Identifying and coordinating the completion of any Department or utility owner agreement that is required for reimbursement, or accommodation of the utility facilities associated with the construction project.
- (5) Assisting the Engineer of Record and the Contractor with resolving utility conflicts.
- (6) Reviewing of all Utility Work Schedules.
- (7) Handling reimbursable issues inclusive of betterment and salvage determination.

10.0 PERSONNEL:

10.1 General Requirements:

The Consultant shall staff the project with the qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. Method of compensation for personnel assigned to this project is outlined in Exhibit "B."

Unless otherwise agreed by the Department, the Department will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrators, Rail Safety Coordinator, Environmental Specialist, Contract Support Specialist and Associate Contract Support Specialist.

10.2 Roadway Worker Training:

Federal Railroad Administration (FRA) Regulation Title 49 C.F.R., Part 214 *Roadway Worker Protection* and FDOT Policy require that all independent contractors and their employees who meet the definition of roadway workers on railroad property must receive annual *On-Track Safety Training*. A roadway worker is anyone whose duties include inspection, construction, maintenance or repair of: track, bridges, roadway, signal and communications systems, electrical traction systems, roadway facilities or roadway maintenance machinery . . . *on or near track or with the potential for fouling track*. FDOT Policy states that you must have this training if you will be on or near track, *within 25' from the outside of the rail* or with the potential for fouling track.

10.3 Personnel Qualifications:

The Consultant shall utilize only competent personnel, qualified by experience, and education. The Consultant shall submit in writing to the Construction Project Manager the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum salary, education, and experience. The Consultant Action Request form for personnel approval shall be submitted to the Construction Project Manager at least two weeks prior to the date an individual is to report to work.

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

Before the project begins, all project staff shall have a working knowledge of the current CPAM and must possess all the necessary qualifications/certifications for obtaining the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the Department and should occur as workload permits. Visit the training page on the State Construction Office website for training dates.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary CTQP qualifications/certifications provided, all other requirements for such positions are met and the Consultant submits a training plan detailing when such qualifications/certifications will be obtained and other training to familiarize with Department's procedures, Specifications and Design Standards. The District Construction Engineer or designee will have the final approval authority on such exceptions.

The Consultant shall have the flexibility to structure their staffing in a manner necessary to efficiently and effectively carry out its responsibilities under this Agreement.

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Although the Consultant has the staffing flexibility, it is required that the Consultant team be headed by a Senior Project Engineer meeting the qualifications set forth below.

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 more than ten (10) years of construction engineering experience in responsible positions for major road and/or railway projects (track, signals, bridges, yards) of this magnitude, or for non-degreed personnel the aforementioned registration and fifteen (15) years of construction engineering experience in responsible positions for major road and/or railway projects (track, signals, bridges, yards) of this magnitude. Requires the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with Department standards. Also must have the following:

Qualification:

- FDOT Advanced MOT
- Attend the CTQP Quality Control Manager course and pass the examination.

Certifications:

None

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

CIVIL-PROJECT ADMINISTRATOR - A Civil Engineering degree plus ten (10) years of engineering experience in construction, five (5) years of which as a CEI Project Administrator for FDOT construction, or for non-degreed personnel fifteen (15) years of responsible and related construction engineering experience, five (5) years of which as a CEI Project Administrator for a FDOT construction. Previous experience with building construction is a plus.

Requires the ability to communicate effectively in English (verbally and in writing); 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:

- Previous experience is required in the following:
 - Administer, monitor, and inspect FDOT construction contracts.
 - Process Supplemental Agreements, Work Orders, Time Extensions for FDOT construction contracts.
 - Review and accept FDOT contractor schedule using Primavera software.

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Certifications:

- FDOT Intermediate MOT
- CTQP Final Estimates Level II

Other:

Attend CTQP Quality Control Manager Course and pass the examination.

SIGNAL SYSTEMS - PROJECT ADMINISTRATOR – An Electrical Engineering degree plus ten (10) years of engineering experience in Railroad Signal Systems Construction (four (4) years of which are in a major commuter rail project), or for non-degreed personnel fifteen (15) years of responsible Railroad Signal Construction or Signal Engineering experience (four (4) years of which are in a major commuter rail project).

Requires 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:

Previous experience is required in the following:

- Design, construction, testing, installation, and maintenance of Centralized Traffic Control Systems (CTC), Highway-Rail Grade Crossing Warning Systems, ATCS Communications Systems, CTC Dispatch Systems.
- Applicable Federal laws and regulations pertaining to railroad signal systems and highway-rail grade crossing warning systems.
- Review and verification of CTC signal systems, highway-rail grade crossing and communications systems design and engineering.
- Performing independent on-site inspections during construction of all wayside signal, train control, communications, dispatch center and highway-rail crossing warning systems to ensure that they are properly installed, tested, operated, and maintained.

Certifications:

FDOT Intermediate MOT

TRACK WORK - PROJECT ADMINISTRATOR – A Civil Engineering degree plus ten (10) years of engineering experience in construction of major railroad construction project (four (4) years of which are in a major commuter rail project), or for non-degreed personnel fifteen (15) years of responsible railroad track construction experience (four (4) years of which are in a major commuter rail project).

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Requires 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

Previous experience is required in the following:

- Design, construction, and maintenance of Class IV or above track.
- Applicable Federal laws and regulations pertaining to track construction and maintenance.
- Review and verification of track design and engineering.
- Performing independent on-site inspections during construction of all track structures to ensure that they are properly installed, tested, and maintained.

Certifications

- Qualified Track Inspector as defined by the Federal Railroad Administration - 49 CFR Part 213.305 (a), (b), and (c).
- FDOT Intermediate MOT

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:

- FDOT Intermediate MOT
- CTQP Final Estimates Level II

CEI ASSISTANT PROJECT ADMINISTRATOR – ITS – An Electrical Engineering degree plus one (1) years of engineering experience in ITS Construction or for non-degreed personnel fifteen (2 years of responsible ITS Construction. Requires 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:

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- Fiber Installation Inspection and OTDR Fiber Testing
- DMS Operation and Testing
- Controller Operation and Testing
- CCTV Installation, Operation and Testing
- Familiarity with Existing Communication Equipment and Switches

CERTIFICATIONS:

- IMSA Level II

ASSISTANT RAIL PROJECT ADMINISTRATOR – SIGNAL SYSTEMS–

An Electrical Engineering degree plus one (1) years of engineering experience in Railroad Signal Systems Construction (four (2) years of which are in a major commuter rail project), or for non-degreed personnel fifteen (2 years of responsible Railroad Signal Construction or Signal Engineering experience (four (4) years of which are in a major commuter rail project). Requires 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:

Previous experience is required in the following:

- Design, construction, testing, installation, and maintenance Rail Grade Crossing Warning Systems, ATCS Communications Systems, CTC Dispatch Systems.
- Applicable Federal laws and regulations pertaining to railroad signal systems and highway-rail grade crossing warning systems.
- Review and verification of CTC signal systems, highwayrail grade crossing and communications systems design and engineering.
- Performing independent on-site inspections during construction of all wayside signal, train control, communications, dispatch center and highway-rail crossing warning systems to ensure that they are properly installed, tested, operated, and maintained.

CERTIFICATIONS:

- FDOT Intermediate MOT

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RAIL SAFETY COORDINATOR – A college degree and five (5) years of rail safety experience or a non-degreed person with eight (8) years of relevant experience working in the rail construction safety field. Two years of which have been spent in rail training and safety inspection.

Provide RWP training to CEI staff. Support the FDOT Safety and Security Administrator with safety oversight of the construction activities. Participate in safety audits with other project safety professionals. Coordinate with Chief Operating Officer and its staff on safety, security, and maintenance activities. Must be available when construction activities are occurring.

Certifications:

Qualified or able to obtain qualification on RWP Rules as defined by the Federal Railroad Administration – applicable parts of 49 CFR Part 214.

CONTRACT SUPPORT SPECIALIST - A High School diploma or equivalent and four (4) years of road & bridge construction engineering inspection (CEI) experience having performed/assisted in project related duties (i.e., CQR/LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering 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 Multi-Line and Engineering Menu.

Qualifications:

CTQP Final Estimates Level II

ASSOCIATE CONTRACT SUPPORT SPECIALIST - High school graduate or equivalent plus three (3) years of secretarial and/or clerical experience including two (2) years experience in construction office management having performed project related duties (i.e., CQR, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.). Ability to type at a rate of 35 correct, words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Assists the Project Administrator in office related duties (i.e., CQR, progress, and final estimates, EEO compliance, Processing Construction Contract changes, etc.) Project specific. Work under the general supervision of the Senior Project Engineer and staff.

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 roadway, bridge and facility construction inspection.

Must have the following:

Qualifications:

CTQP Concrete Field Inspector Level I

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CTQP Concrete Transportation Construction Inspector (CTCI) Level II (all bridges)
CTQP Asphalt Roadway Level I (If applicable)
CTQP Asphalt Roadway Level II (If applicable)
CTQP Earthwork Construction Inspection Level I
CTQP Earthwork Construction Inspection Level II
CTQP Pile Driving Inspection (If applicable)
CTQP Drilled Shaft Inspection (If applicable – required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)
CTQP Grouting Technician Level I (If applicable)
CTQP Post-Tensioning Technician Level I (If applicable)
FDOT Intermediate MOT
CTQP Final Estimates Level I

Certifications:

Nuclear Radiation Safety

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

or a Civil Engineering degree and one (1) year of road & bridge CEI experience with the ability to earn additional required qualifications within one year. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.)

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

INSPECTOR/ENGINEER INTERN - High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, plus the following:

Qualifications:

CTQP Concrete Field Inspector Level I
CTQP Asphalt Roadway Level I (If applicable)
CTQP Earthwork Construction Inspection Level I
CTQP Pile Driving Inspection (If applicable)
CTQP Drilled Shaft Inspection (If applicable– required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)
CTQP Final Estimates Level I

Certifications:

Nuclear Radiation Safety

Or a Civil Engineering degree with the ability to earn additional required qualifications within one year. (Note: Engineer Intern classification requires E.I.T. certificate.)

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Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

SIGNAL SYSTEMS SENIOR INSPECTOR/SIGNAL SYSTEM SENIOR INSPECTOR INTERN – An Electrical Engineering degree plus four (4) years of engineering experience in Railroad Signal Systems Construction (two (2) years of which are in a major commuter rail project), or for non-degreed personnel eight (8) years of responsible Railroad Signal Construction (two (2) years of which are in a major commuter rail project).

Qualifications include the ability to communicate effectively in English (verbally and in writing); receives specific tasks and instructions and performs verifications and inspections of signal systems including communications, wayside signal, highway-rail grade crossing systems for conformance with Department standards. Also must have the following:

Qualifications:

Previous experience is required in the following:

- Construction, testing, installation, and maintenance of Centralized Traffic Control Systems (CTC/TCS), Highway-Rail Grade Crossing Warning Systems, ATCS Communications Systems, CTC/TCS Dispatch Systems.
- Applicable Federal laws and regulations pertaining to railroad signal systems and highway-rail grade crossing warning systems.
- Performing independent on-site inspections during construction of all wayside signal, train control, communications, dispatch center and highway-rail crossing warning systems to ensure that they are properly installed, tested, operated, and maintained.

Certifications:

- None

TRACKWORK SENIOR INSPECTOR/TRACKWORK SENIOR

INSPECTOR INTERN – A Civil Engineering degree plus four (4) years of engineering experience in construction of major railroad construction project, (two (2) years of which are in a major commuter rail project), or for non-degreed personnel eight (8) years of responsible railroad track construction experience (two (2) years of which are in a major commuter rail project).

Qualifications include the ability to communicate effectively in English (verbally and in writing); receives specific tasks and instructions and performs verifications and inspections of all portions of the track structure, switches, and roadways for conformance with Department standards.

Qualifications

Previous experience is required in the following:

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- Construction, and maintenance of Class IV or above track.
- Applicable Federal laws and regulations pertaining to track construction and maintenance.
- Performing independent on-site inspections during construction of all track structures to ensure that they are properly installed, tested, and maintained.

Certifications

- Qualified Track Inspector as defined by the Federal Railroad Administration - 49 CFR Part 213.305 (a), (b), and (c).

RAIL INSPECTOR IN TRAINING - High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, plus the following:

Qualifications:

- CTQP Concrete Field Inspector Level I
- CTQP Asphalt Roadway Level I (If applicable)
- CTQP Earthwork Construction Inspection Level I
- CTQP Pile Driving Inspection (If applicable)
- CTQP Drilled Shaft Inspection (If applicable-- required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)
- CTQP Final Estimates Level I

Certifications:

- Nuclear Radiation Safety or a Civil Engineering degree with the ability to earn additional required qualifications within one year. (Note: Engineer Intern classification requires E.I.T. certificate.)

Responsible for performing assignments and assisting Rail Track Work and Signal Systems Senior Inspectors in the performance of their duties. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties. Additionally this position will train the qualified individual in all portions of the track structure, switches and roadways in conformance with Department standards and will gain experience and training in the following:

- Construction, and maintenance of Class IV or above track.

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- Applicable Federal laws and regulations pertaining to track construction and maintenance.
- Performing independent on-site inspections during construction of all track structures to ensure that they are properly installed, tested, and maintained.

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

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)

- IMSA Traffic Signal Technician Level I
- FDOT Intermediate MOT
- CTQP Final Estimates Level I

CERTIFICATIONS:

- Nuclear Radiation Safety

Responsible for performing assignments and assisting the Signal System Senior Inspectors in the performance of their duties. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties. Additionally this position will train the qualified individual in all portions of the signal systems including communications, wayside signal, highway–rail grade crossing systems in conformance with Department standards and will gain experience and training in the following:

- Construction, testing, installation, and maintenance of Centralized Traffic Control Systems (CTC/TCS), Highway-Rail Grade Crossing Warning Systems, ATCS Communications Systems, CTC/TCS Dispatch Systems.

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- Applicable Federal laws and regulations pertaining to railroad signal systems and highway-rail grade crossing warning systems.
- Performing independent on-site inspections during construction of all wayside signal, train control, communications, dispatch center and highway-rail crossing warning systems to ensure that they are properly installed, tested, operated, and maintained.

CEI RAIL SENIOR INSPECTOR -COMMUNICATIONS – High school graduate or equivalent plus five (5) years of experience involving computer controlled systems for computerized rail signal systems. The experience should include design review, equipment specifications, installation supervision, equipment and reliability analysis.

BUILDING INSPECTOR/STRUCTURAL The qualifying credentials for this position requires 8 years of accredited work history, demonstrating extensive hands-on experience within the trades on major building construction projects, in responsible charge of construction inspection activities.

This candidate is required to have general overall comprehension of all disciplines relative to the broad scope of the Project. This position is responsible to insure that all work performed by the Contractor meets or exceeds the requirements of the Contract Documents and the Contractor's execution of the work is in accordance with accepted industry practices. Must be fully knowledgeable of the applicable Building Codes and Local Ordinances.

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.

SECRETARY/CLERK TYPIST - High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and their staff.

ENVIRONMENTAL SPECIALIST - A bachelors degree with a major in one of the physical or natural sciences or engineering and two (2) years of professional experience in environmental protection, regulation or health; one of the physical or natural sciences; or engineering; or a Masters degree in one of the physical or natural sciences or engineering and one (1) year of professional experience described above; or a Doctorate degree in one of the physical or natural sciences or engineering or one (1) year of experience as an Environmental Specialist I with the State Of Florida. Receives general instruction regarding assignments and is expected to exercise initiative, and independent judgment in the solution of work problems. Must have knowledge of the terminology, principles, data collection, and analytical techniques and procedures of the physical or natural sciences. Also must have ability to collect, evaluate, analyze, and interpret scientific or technical data.

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CEI UTILITY COORDINATOR - High school graduate or equivalent and be knowledgeable of Department's Standards, policies, procedures, and agreements and shall have a minimum of 4 years of experience performing utility coordination in accordance with Department's Standards, policies, procedures, and agreements.

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

Qualifications:

Fiber Installation Inspection and OTDR Fiber Testing
DMS Operation and Testing
Controller Operation and Testing
CCTV Installation, Operation and Testing
Familiarity with Existing Communication Equipment and Switches

Certifications:

IMSA Level II

or a Civil Engineering degree and one (1) year of ITS CEI experience.

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

ITS INSPECTOR - High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in ITS construction inspection, plus the following:

Qualifications:

Fiber Installation Inspection and OTDR Fiber Testing
DMS Operation and Testing
Controller Operation and Testing
CCTV Installation, Operation and Testing
Familiarity with Existing Communication Equipment and Switches

Certifications:

None

or a Civil Engineering degree.

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior

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Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

10.4 Staffing:

Once authorized, the Consultant shall establish and maintain an appropriate staff through the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the appropriate Construction Contract has been paid off.

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

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

11.0 QUALITY ASSURANCE (QA) PROGRAM:

11.1 Quality Reviews:

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

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

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

11.2 QA Plan:

Within thirty (30) days after receiving award of an Agreement, the Consultant shall furnish a QA Plan to the Construction Project Manager. The QA Plan shall

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detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the Department approves the Consultant QA Plan.

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

A. Organization:

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

B. Quality Reviews:

The Consultant QA shall detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

C. Quality Records:

The Consultant will outline the types of records, which will be generated and maintained during the execution of his QA program.

D. Control of Sub-consultants and Vendors:

The Consultant will detail the methods used to control sub-consultants and vendor quality.

E. Quality Assurance Certification:

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

11.3 Quality Records:

The Consultant shall maintain adequate records of the quality assurance actions performed by his organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to the Department, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

12.0 CERTIFICATION OF FINAL ESTIMATES:

12.1 Final Estimate and As-Built Plans Submittal:

Prepare documentation and records in compliance with the Agreement, Statewide Quality Control (QC) Plan, or Consultant's approved QC Plan and the Department's Procedures.

Submit the Final Estimate(s) and one (1) set of final "as-built plans" documenting Contractor's work (one record set with two copies) as follows:

- (a) Within thirty (30) calendar days of final acceptance; or
- (b) Where all items of work are complete and conditional/partial acceptance is utilized (Lighting, Plant establishment, etc.) for a period exceeding thirty (30) calendar days, the final estimate(s) will be due on the thirtieth (30th) day after conditional/partial acceptance. A memorandum with documentation will be transmitted to the District Final Estimate Manager at final acceptance detailing any necessary revisions to the pay items covered under the conditional/partial acceptance.

The Consultant shall be responsible for making any revisions to the Certified Final Estimate at no additional cost to the Department.

12.2 Certification:

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

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

12.3 Offer of Final Payment:

The Consultant shall prepare the Offer of Final Payment package as outlined in Chapter 14 of the Review and Administration Manual. The package shall accompany the Certified Final Estimates Package submitted to the DFEO. The Consultant shall be responsible for forwarding the Offer of Final Payment Package to the Contractor.

13.0 AGREEMENT MANAGEMENT:

13.1 General:

- (1) With each monthly invoice submittal, the Consultant Senior Project Engineer will provide a reviewed and approved Status Report for the Agreement. This report will provide the Consultant Senior Project Engineer's accounting of the additional Agreement calendar days allowed to date, an estimate of the additional Agreement calendar days anticipated to be added to the original Agreement schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per Agreement schedule for the prime Consultant and for each sub-consultant.
- (2) When the Consultant identifies a condition that will require an Amendment Request (AR) to the Agreement, the Consultant Project Principal or Consultant Senior Project Engineer will communicate the need to the Construction Project Manager for an approval in concept. Once received, the Consultant shall prepare and submit the AR, and all accompanying documentation to the Construction Project Manager for approval and further processing. The Consultant shall submit ARs to allow the Department 12 weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the Department.
- (3) When the Consultant identifies a condition that will require a Supplemental Amendment Request (SAR) to the Agreement, the Consultant Project Principal or Consultant Senior Project Engineer will communicate this condition/need to the Construction Project Manager and request approval in concept. Once received, the Consultant shall prepare and submit the SAR, and all accompanying documentation to the Construction Project Manager for approval and further processing. The Consultant shall submit SARs to allow the Department 12 weeks to process, approve, and execute the SAR. The content and format of the SAR and accompanying documentation shall be in accordance with the instructions and format to be provided by the Department.
- (4) The Consultant Project Principal or Consultant Senior Project Engineer for the project shall be responsible for performing follow-up activities to determine the status of each AR and SAR submitted to the Department.

13.2 Invoicing Instructions:

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

If the Consultant cannot submit their monthly invoice on time, the Consultant shall notify the Department, prior to the due date the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or

Financial Project ID (s): 412994-3-62-01, 412994-4-62-01

Senior Project Engineer shall notify the Construction Project Manager via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

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

A Final Invoice will be submitted to the Department no later than the 30th day following Final Acceptance of the individual project or as requested by the Department.

14.0 SUBCONSULTANT SERVICES

Upon written approval by the Construction Project Manager and the Department, and prior to performance of work, the Consultant may subcontract for engineering surveys, materials testing, or specialized professional services.

15.0 OTHER SERVICES:

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

- A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- B. Provide qualified engineering witnesses and exhibits for any litigation or hearings in connection with the Agreement.
- C. Provide on- and off-site inspection services in addition to those provided for in this Agreement.

16.0 POST CONSTRUCTION CLAIMS REVIEW:

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

17.0 CONTRADICTIONS:

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

18.0 THIRD PARTY BENEFICIARY

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

19.0 DEPARTMENT AUTHORITY

The Department shall be the final authority in considering contract modification of the Contractor for time, money or any other consideration except matters agreed to by the Contractor through contract changes negotiated by the Consultant, as authorized in Section 9.1 herein

EXHIBIT "B"
METHOD OF COMPENSATION

CEI GROUP 105:
Central Florida Commuter Rail Transit CEI
Financial ID Nos. 412994-3-62-01 & 412994-4-62-01

1.0 PURPOSE

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

2.0 COMPENSATION

At this time only Financial Project ID No. 412994-4-62-01 has been let. A separate Notice To Proceed will be issued for Financial Project ID No. 412994-3-62-01. At such time as the remaining project is let, the fee for CEI services for each project will be added by Supplemental Agreement.

For satisfactory completion of authorized services as detailed in Exhibit "A" (Scope of Services) of this Agreement, the Department will pay the Consultant a Total Maximum Limiting Amount not to exceed \$10,371,860.00. It is agreed that this amount will be the limit of all compensation due the Consultant for completion of the authorized services detailed in Exhibit "A".

The following firms are each subject to a contract fee limit up to but less than \$250,000 for the term of the Agreement: Otak Group, LLC. This contract fee limitation may be removed at such time as the subconsultant firm submits an FDOT approved overhead audit performed by an independent CPA.

2.1 Summary of Compensation

The total maximum limiting amount will include the elements as defined in Table 1.

County:	CEI for Central Florida Commuter Rail Transit		
Financial Project ID No.:	412994-4-62-01	412994-3-62-01	Contract Totals
CEI Services (Civil) - Salary Related Cost* (LA-3)#			
HNTB Corporation; JBS Engineering Technical Services, Inc.; Mehta & Associates, Inc.; PB Americas, Inc.; Elipsis Engineering & Consulting, LLC; Otak Group, Inc.	\$3,411,826	\$1,479,744	\$4,891,570
CEI Services (Civil) - Fixed Fee/Operating Margin (LS-2)			
HNTB Corporation; JBS Engineering Technical Services, Inc.; Mehta & Associates, Inc.; PB Americas, Inc.; Elipsis Engineering & Consulting, LLC; Otak Group, Inc.	\$266,252	\$117,530	\$383,782
CEI Services (Rail) - Salary Related Cost* (LA-3)#			
HNTB Corporation; PB Americas, Inc.	\$4,263,714	\$195,331	\$4,459,045
CEI Services (Rail) - Fixed Fee/Operating Margin (LS-2)			
HNTB Corporation; PB Americas, Inc.	\$539,348	\$25,507	\$564,855
Survey Services (LA-4)#			
Dyer, Riddle, Mills & Precourt, Inc.; McKim & Creed, PA	\$16,304	\$16,304	\$32,608
Aerial Photography (LA-4)#			
Bottomley Aviation, Inc.	\$40,000	\$0	\$40,000
TOTAL	\$8,537,444	\$1,834,416	\$10,371,860

LA = Limiting Amount and LS = Lump Sum

*includes Direct Labor, Straight Overtime, Overhead, FCCM, Expenses, and Premium Overtime (if applicable)

Indicates an estimated, non-binding limit which is provided for project management purposes.

The defined elements of this Agreement do not involve the purchase of Tangible Personal Property as defined in Section 273.02 Florida Statutes.

2.2 Details of Compensation

LUMP SUM AMOUNTS

Fixed Fee/Operating Margin (LS-2): The Consultant will receive progress payments for these services based on the percentage of services that have been completed and accepted by the Department during the billing period.

LIMITING AMOUNTS

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

Salary Related Costs (LA-3): Subject to the established limiting amount, the Consultant will receive progress payments for direct salaries and wages for time/work effort expended by personnel in the performance of authorized work during the billing period at the contract rates established in Table 5 of Section 5.0.

Direct salaries and wages include both straight time payments and all overtime payments made to an employee based on a forty-hour work week. Overtime costs shall be divided into straight overtime and premium overtime costs. Straight overtime cost is the portion of overtime compensation paid to an employee at the regular hourly rate. Premium overtime cost is the portion of overtime compensation paid at a rate of one-half that of the rates specified in Table 5 of Section 5.0. Overtime shall be authorized only for Senior Inspectors, Inspectors and Inspector's Aides. All overtime must be authorized in advance in writing by the Department. **Only HNTB Corporation, PB Americas, Inc., JBS Engineering Technical Services, Inc. and Otak Group, Inc. are authorized for direct reimbursement of premium overtime as part of this compensation element at this time.**

Administrative overhead and fringe benefit costs will be applied to approved salary and wage costs (exclusive of premium overtime) at the combined overhead rates provided in Table 5 of Section 5.0.

The Consultant will receive compensation for allowable Facilities Capital Cost of Money (FCCM) in association with salaries. FCCM will be calculated as a percentage of chargeable direct salary and wages exclusive of premium overtime, at the rates provided in Table 5 of Section 5.0.

The Consultant will be compensated for direct expenses in association with salaries. Direct expenses will be calculated as a percentage of chargeable direct salaries and wages exclusive of premium overtime, at the rates provided in Table 5 of Section 5.0.

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

3.0 INVOICING PROCEDURE

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

Invoices for this agreement will be prepared by the Consultant and submitted to the Department through the Department's Consultant Invoice Transmission System. The invoices will be supported by such information as may be required by the Department procedures to substantiate the charges being invoiced. The Consultant will maintain for this purpose a cost accounting system that is acceptable to the Department.

If requested by the Department, the final invoice for this agreement will be accompanied by a certified job cost summary report generated by the accounting system. The report will include at a minimum the total number of hours and salary cost actually charged to the project, the total direct vehicle expense, the total miscellaneous direct expense, and total sub-consultant cost charged to the project.

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

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

4.0 PROJECT CLOSEOUT

4.1 Final Audit

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

4.2 Certificate of Completion

If necessary, a Certificate of Completion will be prepared for execution by both parties stating the total compensation due the Consultant, the amount previously paid, and the difference.

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

5.0 COMPENSATION RATES

The following tables are provided for definition of contractual rates. Table numbers, other than Table 1, not listed are not included in this document.

Table 4 Salary Multipliers

Tables 5A & 5B Multipliers for Rates and Unloaded Hourly Rates

Table 6 Loaded Billing Rates

Table 4 Salary Multipliers	
These rates are fixed and not subject to audit adjustment during the term of the agreement.	
CONSULTANT	OPERATING MARGIN %
HNTB Corporation (Rail)	29%
HNTB Corporation (Civil)	19%
PB Americas, Inc (Rail)	38%
PB Americas, Inc. (Civil)	28%
JBS Engineering Technical Services, Inc.	18%
Elipsis Engineering & Consulting, LLC	24%
Otak Group, Inc.	24%
Mehta and Associates, Inc.	23%

Table 5
Unloaded Hourly Rates

A. Multipliers for rates

These rates are fixed and not subject to audit adjustment during the term of the agreement.

CONSULTANT	FIELD OFFICE OVERHEAD %	FIELD EXPENSE %	FCCM %
HNTB Corporation	127.63%	23.29%	0.330%
PB Americas, Inc.	113.29%	12.76%	0.467%
JBS Engineering Technical Services, Inc.	121.63%	30.38%	0.264%
Elipsis Engineering & Consulting, LLC	122.00%	24.00%	0.00%
Otak Group, Inc.	122.00%	24.00%	0.00%
Mehta and Associates, Inc.	119.74%	26.43%	0.571%

B. Unloaded Hourly Rates

CONSULTANT	JOB CLASS/NAME	RATE
HNTB Corporation (Rail)	CEI Assist Rail Project Administrator - Signal Systems	\$59.00
	CEI Rail Project Administrator - Signal Systems	\$73.04
	CEI Rail Project Administrator - Track Work	\$65.00
	CEI Rail Safety Coordinator	\$62.50
	CEI Rail Senior Inspector - Signal Systems	\$48.00
	CEI Rail Senior Inspector - Track Work	\$48.00
HNTB Corporation (Civil)	CEI Assist Project Administrator - ITS	\$33.75
	CEI Assist Project Administrator	\$38.50
	CEI Contract Support Specialist	\$30.00
	CEI Engineering Intern	\$22.00
	CEI Inspector/Engineer Intern	\$20.00
	CEI Project Administrator/CEI Project Engineer	\$48.40
	CEI Rail Inspector in Training - Signal Systems	\$27.50
	CEI Rail Inspector in Training	\$22.50
	CEI Secretary/Clerical Typist	\$16.00
	CEI Senior Inspector/Senior Engineer Intern	\$23.50
PB Americas, Inc. (Rail)	CEI Senior Project Engineer	\$66.80
	CEI Rail Project Administrator - Track Work	\$65.00
	CEI Rail Senior Inspector - Communications	\$48.00
PB Americas, Inc. (Civil)	CEI Rail Senior Inspector - Track Work	\$48.00
	CEI Assist Project Administrator - ITS	\$33.75
	CEI Inspector/Engineer Intern	\$20.00
	CEI Rail Inspector in Training	\$22.50
JBS Engineering Technical Services, Inc.	CEI Senior Inspector/Senior Engineer Intern	\$23.50
	CEI Inspector/Engineer Intern	\$20.00
	CEI Rail Inspector in Training	\$22.50
Elipsis Engineering & Consulting, LLC	CEI Senior Inspector/Senior Engineer Intern	\$23.50
	CEI Inspector/Engineer Intern	\$20.00
	CEI Rail Inspector in Training	\$22.50
Otak Group, Inc.	CEI Senior Inspector/Senior Engineer Intern	\$23.50
	CEI Inspector/Engineer Intern	\$20.00
	CEI Rail Inspector in Training	\$22.50
Mehta and Associates, Inc.	CEI Senior Inspector/Senior Engineer Intern	\$23.50
	CEI Inspector/Engineer Intern	\$20.00
	CEI Rail Inspector in Training	\$22.50

Table 6
Loaded Billing Rates
 No multipliers will be added to these rates.

CONSULTANT	ITEM	UNIT	RATE
Dyer, Riddle, Mills & Precourt, Inc.	3 Person Survey Crew	HOUR	\$160.94
	4 Person Survey Crew	HOUR	\$203.80
McKim & Creed, P.A.	3 Person Survey Crew	HOUR	\$160.94
	4 Person Survey Crew	HOUR	\$203.80
Bottomley Aviation, Inc.	1 Segment	EACH	\$295.50
	2 Segments	EACH	\$591.00
	3 Segments	EACH	\$860.00
	4 Segments	EACH	\$1,146.00
	5 Segments	EACH	\$1,285.20
	6 Segments	EACH	\$1,434.10