



**EXPANDED LETTER OF INTEREST (ELOI) O-02419
CEI SERVICES CONSTRUCTION OF AESTHETIC LIGHTING**

ELOI Issue Date: 11/15/19

ELOI Response Due Date: 01/14/20

RESPONSIBLE DEPARTMENT

David May, PE
Director of Expressway Operations

PROCUREMENT DEPARTMENT

Man Le, PMP
Procurement Manager
1104 East Twiggs Street, Suite 300
Tampa, Florida 33602
Telephone Number: (813) 272-2307
Email: Man.Le@tampa-xway.com

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I. SCOPE OF SERVICES

The Tampa Hillsborough Expressway Authority (THEA) is soliciting Expanded Letter of Interest (ELOI) from qualified firms to provide Construction Engineering Inspection (CEI) services required for contract administration, inspection, and materials sampling and testing for the Aesthetic Lighting Selmon Expressway Lanes project.

See attached Scope of Services document.

II. INSTRUCTIONS TO FIRMS

1. The Authority must receive all submittals at the locations stated below, **not later than 2:00 PM Eastern on January 14, 2020**. Any submittal received after the stated time and date shall not be considered. It shall be the sole responsibility of the firm to have its package delivered to the Authority by U.S. Mail, hand delivery, or any other method available to them; however, facsimile or telegraphic submittals will not be accepted. Delay in delivery shall not be the responsibility of the Authority. Submittals received after the deadline shall not be considered, and may be returned only at the firm's expense.
2. Each firm shall examine all documents and shall determine all matters relating to the interpretation of such documents.
3. Type size shall not be less than 10 point font. The proposal shall be indexed and all pages sequentially numbered. All pages and appendices/attachments must be firmly bound or stapled.
4. One (1) original, four (4) signed copies and one (1) electronic CD/USB copy of the submittal must be delivered to the Authority's Procurement Department in one package, clearly marked on the outside, "**ELOI O-02419 for CEI CONSTRUCTION OF AESTHETIC LIGHTING**" with date sent or delivered to:

Man Le ~ Procurement Manager
1104 East Twiggs Street, Suite 300
Tampa, FL 33602

5. The Authority shall not be liable for any expenses incurred in the preparation of the proposals.
6. The Authority reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission or to re-advertise for all or any part of the services. The Authority shall be the sole judge of the submittals and the resulting negotiated agreement that is in the Authority's best interest, and the Authority's decision shall be final.

7. The successful firm shall be required to execute an agreement, in form and content acceptable to the Authority, indemnifying and holding harmless the Authority, its officials, officers, employees, and agents from all claims.
8. **Firms, their agents, or associates shall refrain from contacting or soliciting any Authority staff or members of the Board directly or indirectly regarding this ELOI during the selection process. Failure to comply with this provision may result in the disqualification of the firm. All requests for clarification or additional information should be made in writing via email to:**
Man.Le@tampa-xway.com

III. EXPANDED LETTER OF INTEREST (ELOI):

This ELOI shall include, but not be limited to, responses to the following requirements:

- A. Expanded Letter of Interest.** The letter should include the following (up to eight (8) page limit):
 1. Understanding of scope/approach:
 - a) Project management approach
 - b) Work Plan
 2. Qualifications and experience of team
 - a) Project manager
 - b) Key personnel
 - c) Sub consultants
 - d) Professional certifications/licenses
 - e) Technical ability
 - f) Specialized expertise
 3. Past Performance
 - a) Consideration of past performance
 - b) References
 - c) Experience with aesthetic lighting work on highways and bridges
 - d) Ability to adhere to schedule/responsiveness
- B. Complete all required forms (EXHIBITS A – C).**

IV. SELECTION PROCESS

The Expanded Letters of Interest will be evaluated and scored by the Evaluation Committee. The following criteria will be used to determine selection of firms. THEA reserves the right to request for oral interview and presentation as needed.

EVALUATION CRITERIA:

The ELOI will be scored by the Evaluation Committee. The maximum points to be earned in the evaluation are one hundred (100) points per evaluator.

The following evaluation criteria will be used to determine the best qualified firms:

Evaluation Areas		Points
1.	Understanding of scope/approach: a) Approach to project delivery b) Work Plan	0-30
2.	Qualifications and experience of team a) Project manager b) Key personnel c) Sub consultants d) Professional certifications/licenses e) Technical ability f) Specialized expertise	0-40
3.	Past Performance a) Consideration of past performance b) References c) Ability to adhere to schedule/responsiveness	0-30
TOTAL		100

FINAL SELECTION:

The ranking of firms based on the Evaluation Committee's scoring will be presented to the Authority's Board for consideration and approval. It is expected that one firm will be selected. The Authority may select additional firms for a push-button contract. The selection date, time and location are stated in the Timetable schedule. Firms are not required to attend; however, the meeting is open to the public. The Authority's Board has the right to correct any errors in the evaluation and selection process that may have been made. The Authority is not obligated to award the contract and the Authority's Board may decide to reject all proposals.

After approval of the final ranking of the firm and award of the contract by the Authority's Board, the results will be posted no later than the date at the locations referenced in the Timetable.

V. TIMETABLE

EVENT	DATE/TIME
Release of ELOI	November 15, 2019
Deadline for Questions/Request for Clarification	November 27, 2019 @ 2 p.m.
Deadline for THEA to respond to firm's questions	December 03, 2019
<p>ELOI Due Date/Time (Deadline) <i>Location:</i> Transportation Management Center (TMC) 1104 East Twiggs Street, Suite 300 Tampa, FL 33602</p> <p>Public Opening of Proposals (Firms not required to attend, however, the opening is open to the public.)</p>	<p>January 14, 2020 by 2 p.m. EST</p>
<p>Evaluation Committee Meets for Final Ranking @ TMC, 3rd floor Conference Room</p> <p>(Firms not required to attend, however, the meeting is open to the public.)</p>	<p>January 16, 2020 @ 3 p.m.</p>
Post Notice of Intended Ranking to the Authority's website and Demandstar.	January 17, 2020
Board Approval of Final Ranking & Award of Contract @ TMC, Board Room	January 27, 2020 @ 1:30 p.m.
Posting of Notice of Board Approval & Award of Contract to the Authority's website and Demandstar.	January 28, 2020

VI. TERMS AND CONDITIONS

The Authority reserves the right to reject all proposals, any proposal not conforming to this procurement, and to waive any irregularity or informality with respect to any proposal. The Authority further, reserves the right to request clarification of information submitted and to request additional information from one or more firms.

The Authority requires that the firm selected will not discriminate under the contract against any person in accordance with federal, state, and local governments' regulations. The Authority requires the firm selected make an affirmative statement to the effect that their retention shall not result in conflict of interests with respect to the Authority.

The Authority requires that the firm make an affirmative statement to the effect that they have not contacted, or attempted to contact, any member of the Board, or the Authority staff, except as expressly permitted in the ELOI.

VII. STATEMENT ON PUBLIC ENTITY CRIMES

Failure of the firm to certify the firm as free from any "public entity crime" as defined in the Florida Statutes, Subsection 287.133 shall result in rejection or disqualification of your proposal. (See Exhibit A)

VIII. DRUG-FREE WORKPLACE

Failure of the firm to certify the firm as a drug-free workplace in accordance with Florida Statutes, Subsection 287.087 shall result in rejection or disqualification of your proposal. (See Exhibit B).

EXHIBIT A

**SWORN STATEMENT UNDER SECTION 287.133 (3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. This sworn statement is submitted by _____ as
_____ of
_____ whose business address is
_____ and (if applicable)
its Federal Employer Identification Number (FEIN) is _____.

2. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - A. A predecessor or successor of a person convicted of a public entity crime; or

 - B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of _____, the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

By

Date

STATE OF
 COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is personally known to me or who produced a _____ as identification and who did take an oath.

Notary Public

My commission expires:

EXHIBIT B

DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Status 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction of, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies with the above requirements.

Firm's Signature

Date

EXHIBIT C

ANTICIPATED SBE PARTICIPATION STATEMENT

Project: _____

Firm Name: _____

It is our intent to subcontract _____% of the project to SBE(s).

Listed below are the proposed SBE subcontractors _____ (to the extent known, please indicate whether the company holds, Minority, Women or Disadvantaged Business Enterprise Status.):

<u>SBE(s) Name</u>	<u>Type of Work/Specialty</u>	<u>Dollar Amount/Percentage</u>	<u>Minority Status</u>
--------------------	-------------------------------	---------------------------------	------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Submitted by: _____ Title: _____
Print Name:

E-mail Address: _____ Telephone number: _____

Date: _____

CONSTRUCTION ENGINEERING AND INSPECTION

SCOPE OF SERVICES

FOR

Construction of Aesthetic Lighting for Selmon Expressway Reversible Express Lanes

THEA Project No. O-02419

SCOPE OF SERVICES - CONSTRUCTION ENGINEERING AND INSPECTION

1.0 PURPOSE:

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

AESTHETIC LIGHTING SELMON EXPRESSWAY REVERSIBLE EXPRESS LANES (REL)

Provide all the labor, equipment, materials, tools, transportation, supplies, insurance, incidentals, mobilization, demobilization, and maintenance necessary for selective clearing and grubbing of the site, removal of the existing decorative pier lighting, removal, replacement, and upgrading as needed of existing electrical and fiber optic wiring and cabling, construction and installation of decorative pier and bridge lighting on the REL bridge structure, installation and commissioning of programmable digital control, which shall be remotely controllable from the THEA Traffic Management Center at THEA Headquarters, and maintenance of traffic for a signature lighting project on the REL.

2.0 SCOPE:

Provide Construction Engineering and Inspection services as defined in this Scope of Services, Tampa-Hillsborough Expressway General Provisions, the referenced FDOT manuals, and procedures, and applicable state and local government requirements.

The project for which the services are required are:

Description: Aesthetic Lighting Selmon Expressway Reversible Lanes (REL)

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

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

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

3.0 LENGTH OF SERVICE:

The Consultant services for this Contract shall begin upon written notification to proceed by the THEA. Construction is anticipated to commence in April 2020 and conclude in January 2021. CEI services are anticipated to be required from March 2020 through February 2021.

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 THEA 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 THEA and the Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of the Contractor's activities.

For estimating purposes, the Consultant will be allowed an accumulation of fourteen (14) working days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed on and fourteen (14) calendar days to demobilize after final acceptance of the project.

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

Project	Contract Estimate		
	Letting Date (Mo/Day/Yr.)	Start Date (Mo/Day/Yr.)	Duration (Days)
REL Aesthetic Lighting	02/3/2020	02/3/2021	365

4.0 **DEFINITIONS:**

- A. **Agreement:** The Professional Services Agreement between the Authority 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. **Authority:** The Tampa Hillsborough County Expressway Authority or THEA.
- C. **Contractor:** The individual, firm, or company contracting with the Authority for performance of work or furnishing of materials.
- D. **Department:** The Florida Department of Transportation.
- E. **Construction Contract:** The written agreement between the Authority 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 Authority representative assigned to manage the Construction Engineering and Inspection Contract and represent the Authority 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, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at CTQP website.
- H. **Consultant:** The Consulting firm under contract to the Authority for administration of Construction Engineering and Inspection services.
- I. **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.
- J. **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.
- K. **Contract Manager:** The Authority's Contract manager.

- L. Executive Director: The Chief Executive Officer of the Authority.
- M. Director of Expressway Operations: The administrator assigned to administer Construction and Maintenance Contracts for the Authority.
- N. Communications Director: The Authority's employee assigned to manage the Public Information Program.
- O. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.
- P. Landscape Architect of Record: The Landscape Architect noted on the Construction plans as the responsible person for the design and preparation of the plans.

5.0 ITEMS TO BE FURNISHED BY THEA TO THE CONSULTANT:

- A. THEA, on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.
 - 1. Construction Plans,
 - 2. Specifications
 - 3. Copy of the Executed Construction Contract, and
 - 4. Utility Agency's Approved Material List (if applicable).
- B. THEA will allow Consultant access to THEA's computer network as necessary for the transfer of information related to the project.

6.0 ITEMS FURNISHED BY THE CONSULTANT:

6.1 FDOT Documents:

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

<http://www.dot.state.fl.us>

6.2 Office Automation:

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

All computer software and/or associated data shall be input by Consultant vendors, personnel or subconsultants using equipment furnished by the Consultant.

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:

Consultant shall provide its own Field Office.

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.

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

6.6 Licensing for Equipment Operations:

The Consultant shall be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by THEA, upon request.

7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:

The Consultant shall keep the Construction Project Manager informed of all significant activities, decisions, correspondence, reports, and other communication 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.

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

Administrative duties performed under this Agreement 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.

8.0 PERFORMANCE OF THE CONSULTANT:

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

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

9.0 REQUIREMENTS OF THE CONSULTANT:

9.1 General:

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

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

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 THEA 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 Contract.

9.2 Survey Control:

The Contractor shall develop and provide all survey control required for this Contract.

9.3 Design Coordination: NOT APPLICABLE

9.4 Project Resident Inspection:

The Consultant shall exercise their independent professional judgment in providing services to monitor and inspect the Contractors on-site construction operations and to inspect all materials

entering into the work as required to determine that the quality of workmanship and materials is such that the Project will be completed in a manner which reasonably conforms with the plans, specifications and other contract provisions. The Consultant will monitor off-site activities and fabrication if requested by the Construction Project Manager. The Consultant shall keep detailed accurate records of the Contractor's daily operations and significant events that affect the work.

The standard procedures and practices of THEA for inspection of the Construction project are set out in the Department's CPAM. The Consultant shall perform inspection services in accordance with these standard procedures and practices and other accepted practices as may be appropriate, or is a part of this Agreement.

9.5 Sampling and Testing:

The testing program shall be developed per requirements listed in the Construction Contract Scope. The Consultant shall act as verification of the Construction Quality Control Program. The Contractor shall perform Quality Control (QC) level materials sampling as well as QC level inspection. The Consultant work shall address resolution of discrepancies between the QC program and QA (verification) program.

The verification program shall be developed to the extent that it will verify that the materials and workmanship incorporated in the Project are in reasonable conformity with the plans, specifications and contract provisions. The minimum sampling frequencies set out by the FDOT's State Materials Office shall be met. 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.

9.6 Engineering Services:

The Consultant shall coordinate the 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 THEA for failure of such parties to follow written direction issued by the Consultant.

Services include maintaining the required level of surveillance of the Contractor activities, interpreting plans, specifications, and special provisions for the 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. The Consultant shall provide appropriate staff to attend and participate in the pre-service meeting.
- (2) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the Project. 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 the FDOT.
- (3) Analyze problems that arise on a project and proposals submitted by the Contractor, endeavor to resolve such issues, and process the necessary paperwork.

- (4) Produce reports, verify quantity calculations, field measure for payment purposes as needed to prevent delays in Contractor operations and ensure prompt processing of such information in order for THEA to make timely payment to the Contractor.
- (5) Prepare and submit to the Construction Project Manager monthly, a Construction Status Report, in a format to be provided by THEA.
- (6) 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.
- (7) The Consultant shall have a digital camera for photographic documentation of noteworthy incidents or events to cover the following areas:
 - Pre-construction photographs
 - Normal and exceptional progress of work
 - Critical path activities
 - Accidents showing damage
 - Unsafe working conditions
 - Unusual construction techniques
 - Damaged equipment or materials
 - Any activity, which may result in claims

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 the day prior to the start of construction and continue regularly throughout this Project. Photographs shall be taken the days of Conditional, Partial and/or Final Acceptance.

- (8) THEA will provide Public Information Services.

10.0 PERSONNEL:

10.1 General Requirements:

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

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

10.2 Personnel Qualifications:

Provide competent personnel qualified by experience and education as submitted to and approved by the THEA Director of Expressway Operations.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis.

CEI SENIOR PROJECT ENGINEER - A Civil, Mechanical or Electrical Engineering degree and registered in the State of Florida as a Professional Engineer with six (6) years of engineering experience [(two (2) years of which are in major road, major civil/site, parks or recreation area construction involving roadway and/or aesthetic lighting)] Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with Department standards. Also must have the following:

QUALIFICATIONS:
FDOT Advanced MOT

CERTIFICATIONS:
None

OTHER:

A Master's Degree in Engineering may be substituted for one (1) year engineering experience. Experience with installing and coating steel brackets.

CEI PROJECT ADMINISTRATOR/PROJECT ENGINEER - A Civil, Mechanical or Electrical Engineering degree plus two (2) years of engineering experience in construction of major road, major civil/site, parks or recreation areas, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved lighting construction of major road, major civil/site, parks or recreation areas, etc. 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:
FDOT Advanced MOT

CERTIFICATIONS:
None

OTHER:

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience Experience with installing and coating steel brackets.

CEI CONTRACT SUPPORT SPECIALIST - A High School diploma or equivalent and four (4) years of road & bridge, civil/site, parks, and/or recreation area construction engineering inspection (CEI) experience having performed/assisted in project related duties (i.e., 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.

QUALIFICATIONS:

CTQP Final Estimates Level II

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

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

QUALIFICATIONS:

Demonstrated construction inspection and materials testing experience in concrete, surveying, lighting, **miscellaneous steel structures** and other areas necessary for this particular project.

CERTIFICATIONS:

N/A

OTHER:

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

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

FDOT Intermediate MOT

Demonstrated construction inspection and materials testing experience in surveying, lighting, miscellaneous steel structures and other areas necessary for this particular project.

CERTIFICATIONS:

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

OTHER:

Or a Civil Engineering degree with relevant documented experience. (Note: Engineer Intern classification requires E.I.T. certificate.)

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

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

10.3 Staffing:

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

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

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

11.0 CERTIFICATION OF FINAL ESTIMATES:

11.1 Final Estimate and As-Built Plans Submittal:

Prepare documentation and records in compliance with the Agreement, Statewide Quality Control (QC) Plan, or Consultant's approved QC Plan and the Department's Procedures as required by Section 4.1.4 of Review and Administration Manual.

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

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

11.2 Certification:

Consultant personnel preparing the Certified Final Estimate Package shall be CTQP Final Estimates Level II or have demonstrated documented equivalent experience.

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

11.3 Offer of Final Payment:

The Consultant shall be responsible for forwarding the Offer of Final Payment Package to the Contractor.

12.0 OTHER SERVICES:

Upon written authorization by the THEA Director of Expressway Operations 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 THEA to supplement the Consultant services under this Agreement.

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

13.0 POST CONSTRUCTION CLAIMS REVIEW:

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

14.0 THIRD PARTY BENEFICIARY:

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

15.0 THEA AUTHORITY:

THEA shall be the final authority in considering modifications to the Construction Contract for time, money or any other consideration except matters agreed to by the Contractor through contract changes negotiated by the Consultant, as authorized in Section 9.1 herein.