

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT for PROFESSIONAL SERVICES ("Agreement"), entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida, whose address is 1801 27<sup>th</sup> Street, Vero Beach FL 32960 ("COUNTY"), and CONSOR ENGINEERS, LLC, headquarters in Houston Texas and authorized to do business in Florida, whose address is 1511 N. Westshore Boulevard, Suite 220, Tampa, FL 33607 ("Consultant"):

### BACKGROUND RECITALS:

A. In accordance with the Consultants' Competitive Negotiations Act, Section 287.055, Florida Statutes, the COUNTY solicited Requests for Statements of Qualification #2022072 for Construction Engineering and Inspection (CEI) Services for IRC-1505B (66th AVE From 69th St to CR-510/85th St) (FDOT FM No. 436379-2-54-01) ("Project") attached as Attachment A to this Agreement and made a part hereof by reference.

B. As a result of its response, the County has selected Consultant to provide certain professional services relating to Public Works, ("Services") as more fully set forth in the Scope of Services dated 1/08/2019, included in Attachment A (pages 18 through 43) to this Agreement and made a part hereof by reference.

C. Consultant submitted a Qualified Fee Proposal dated March 10, 2023, attached as Attachment B to this Agreement and made a part hereof by reference. The Qualified Fee Proposal is based on the Scope of Services included in Attachment A.

D. The Consultant is willing and able to perform the Services for the COUNTY on the terms and conditions set forth below; and

E. The COUNTY and the Consultant wish to enter into this Agreement for the Consultant's Services for the Project.

NOW THEREFORE, in recognition and consideration of the above Recitals, which are not merely prefatory, but are incorporated by reference as though fully set forth herein and form part of the consideration, terms and conditions of this Agreement, and in accordance with the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. GENERAL.

1.1 All professional services provided by the Consultant for the COUNTY shall be as identified in Attachment A and invoiced per Attachment B (collectively, the "Attachments", individually, Attachment A or Attachment B). The parties agree that the fully loaded hourly rates and staff hours shown in Attachment B are estimates only to be

used for billing purposes and that Consultant's compensation is the total lump sum as set forth in paragraph 5.1. Consultant's services will be performed in a timely, efficient, cost-effective manner. 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.

The Attachments include a description of services to be performed; a statement of fees; proposed schedule for compensation; a budget establishing the amount of compensation to be paid with sufficient detail so as to identify all of the various elements of costs; a projected schedule for completion of the work to be performed by the Consultant (20 months) which is dependent on the schedule of the construction contractor; and any other additional instructions or provisions relating to the specific Services authorized that do not conflict with the terms of this Agreement.

1.3 Additional services not contained in the Attachments which would increase, decrease or which are otherwise outside the scope of Services or level of effort contemplated by the Attachments shall be Services for which the Consultant must obtain the prior written approval of the COUNTY as provided by this Agreement. All terms for the performance of such Services must be agreed upon in a written document prior to any deviation from the terms of the Agreement, and when properly authorized and executed by both the Consultant and the COUNTY shall become an amendment to the Agreement.

1.4 The Background Recitals are true and correct and form a material part of this Agreement.

## 2. **COUNTY OBLIGATIONS.**

2.1 The COUNTY will provide the Consultant with a copy of any preliminary data or reports available as required in connection with the work to be performed under this Agreement, together with all available drawings, surveys, right-of-way maps, and other documents in the possession of the COUNTY pertinent to the Project and as otherwise provided in Attachment B. The Consultant is responsible for bringing to the COUNTY's attention, for the COUNTY's resolution, material inconsistencies or errors in such data that are made known to the Consultant, but Consultant is not responsible for discovering errors, omissions, or inconsistencies in the drawings or data provided.

2.2 The COUNTY shall arrange for access to, and make provisions for the Consultant to enter upon, public and private property (where required) as necessary for the Consultant to perform its Services, upon the timely written request of Consultant to COUNTY.

2.3 The COUNTY shall promptly execute all permit applications necessary to the Project.

2.4 The COUNTY shall examine any and all reports, sketches, proposals and other documents presented by the Consultant, and render, in writing, decisions pertaining thereto within a reasonable time.

2.5 Approval by the COUNTY of any of the Consultant's work, including but not limited to written reports, or any work products of any nature whatsoever furnished hereunder, shall not in any way relieve the Consultant of responsibility for the technical accuracy and adequacy of the work. Neither the COUNTY's review, approval or acceptance of, or payment for, any of the Services furnished under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The Consultant shall be and remain liable in accordance with all applicable laws for all damages to the COUNTY caused by the negligent performance by the Consultant of any of the Services furnished under this Agreement.

2.6 The COUNTY reserves the right to appoint one or more Project Managers for the specific Services in connection with this Agreement. The Project Manager shall: (a) act as the COUNTY's agent with respect to the Services rendered hereunder; (b) transmit instructions to and receive information from the Consultant; (c) communicate the COUNTY's policies and decisions to the Consultant regarding the Services; and (d) determine, initially, whether the Consultant is fulfilling its duties, responsibilities, and obligations hereunder.

2.7 The COUNTY shall give prompt written notice to the Consultant whenever the COUNTY observes or otherwise becomes aware of any development that affects the timing or delivery of the Consultant's Services. If the Consultant has been delayed in completing its Services through no fault or negligence of either the Consultant or any sub-consultant, and, as a result, will be unable to perform fully and satisfactorily under the provisions of this Agreement, then the Consultant shall promptly notify the Project Manager. In the COUNTY's sole discretion, and upon the submission to the COUNTY of evidence of the causes of the delay, this Agreement shall be modified in writing, subject to the COUNTY'S rights to change, terminate, or stop any or all of the Services at any time in accordance with this Agreement.

2.8 The Consultant shall not be considered in default for a failure to perform if such failure arises out of causes reasonably beyond the Consultant's control and through no fault or negligence of the Consultant. The parties acknowledge that adverse weather conditions, acts of God, or other unforeseen circumstances of a similar nature, may necessitate modifications to this Agreement. If such conditions and circumstances do in fact occur, then the COUNTY and Consultant shall mutually agree, in writing, to the modifications to be made to this Agreement.

3. **RESPONSIBILITIES OF THE CONSULTANT.**

3.1 The Consultant agrees to perform all necessary Construction Engineering and Inspection services as outlined in Attachment B, in connection with the assigned Project(s) as set forth in this Agreement.

3.2 Not used

3.3 The Consultant agrees to complete the Project within 600 calendar days, as may be modified from time to time based on the progress of the construction contract.

3.4 The Consultant will maintain an adequate staff of qualified personnel.

3.5 The Consultant will comply with all present and future federal, state, and local laws, rules, regulations, policies, codes, and guidelines applicable to the Services performed under this Agreement.

3.6 The Consultant, as a part of the consideration hereof, does hereby covenant and agree that: (1) in connection with the furnishing of Services to the COUNTY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to the services to be performed by Consultant under this Agreement on the grounds of such person's race, color, creed, national origin, religion, physical disability, age or sex; and (2) the Consultant shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, as such rules, regulations, or guidelines may be from time to time amended.

3.7 The Consultant shall, during the entire term of this Agreement, procure and keep in full force, effect, and good standing any and all necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law, in order for the Consultant to render its Services as described in this Agreement. The Consultant shall also require all sub-consultants to comply by contract with the provisions of this section.

3.8 Not used

3.9 The Consultant will cooperate fully with the COUNTY in order that all phases of the work may be properly scheduled and coordinated.

3.10 The Consultant will cooperate and coordinate with other COUNTY consultants, as directed by the COUNTY.

3.11 The Consultant shall report the status of the Services under this Agreement to the County Project Manager upon request and hold all related work open to the inspection of the County Project Manager or her/his authorized agent at any time, upon reasonable request.

3.12 All documents, reports, field books, survey notes and information, , and other data developed by the Consultant for the purpose of this Agreement, are and shall remain the property of the COUNTY. The foregoing items will be created, maintained, updated, and provided in the format specified by the County. When all work contemplated under this Agreement is complete, all of the above data shall be delivered to the County Project Manager.

3.13 The Consultant will confer with the COUNTY during the project(s) for which the Consultant has provided CEI services, and the Consultant will make corrections to the Consultant's Work Product at no additional cost to the COUNTY, within thirty (30) calendar days of notice by the COUNTY, or upon a determination of the Consultant that corrections are needed, whichever event shall first occur.

3.14 The Consultant agrees to maintain complete and accurate books and records ("Books"), in accordance with sound accounting principles and standards for all Services, costs, and expenditures under this Agreement. The Books shall identify the Services rendered during each month of the Agreement and the date and type of each Project-related expense. The COUNTY shall have the right, at any reasonable time and through any of its designated agents or representatives, to inspect and audit the Books for the purpose of verifying the accuracy of any invoice. The CONSULTANT shall retain the Books and make them available to the COUNTY as specified above, until the later of three (3) years after the date of termination of this Agreement, or such longer time if required by any federal, state, or other governmental law, regulation, or grant requirement.

3.15 The Consultant shall not assign or transfer any work under this Agreement without the prior written consent of the COUNTY. However, the Consultant is permitted to retain sub-consultants to perform work under this Agreement. When applicable and upon receipt of such consent from the COUNTY, the Consultant shall cause the names of the engineering and surveying firms responsible for the major portions of each separate specialty of the work to be inserted on the reports or other data.

3.16 All documents, prepared by the Consultant pursuant to this Agreement are related exclusively to the Services described herein and are not intended or represented to be suitable for reuse by the COUNTY or others on any other project. Reuse of any documents prepared by the Consultant is prohibited and shall be at the COUNTY's own risk. The Consultant shall not be held liable for any modifications made to the documents by others.

3.17 Consultant is registered with and will use the Department of Homeland Security's E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. Consultant is also responsible for obtaining proof of E-Verify registration and compliance for all subcontractors.

4. **TERM; TIME FOR COMPLETION.**

4.1 The time for completion of the Project shall be 600 calendar days, as may be modified from time to time based on the progress of the construction contract.

5. **COMPENSATION.**

5.1 The COUNTY shall pay to the Consultant the mutually agreed professional fee of TWO MILLION NINE HUNDRED NINETY-EIGHT THOUSAND NINE HUNDRED FIFTY-THREE DOLLARS AND THIRTY-NINE CENTS (\$2,998,953.39) for Services rendered for the Project, to be paid in monthly installments based on staff hours expended and materials and geotechnical tests performed, as set forth in the Attachments. Duly certified invoices, shall be submitted to the County Project Manager, in detail sufficient for proper prepayment and post payment audit. Upon submittal of a proper invoice the County Project Manager will review and will authorize payment to be made. All payments for services shall be made to the Consultant by the COUNTY in accordance with the Local Government Prompt Payment Act, as may be amended from time to time (Section 218.70, Florida Statutes, et seq.).

5.1.1 The Consultant acknowledges and agrees that it will not be reimbursed for any travel within the State of Florida associated with its Services on this Project.

5.1.2 The COUNTY shall make direct payment of all permit fees paid to regulatory agencies for approvals directly attributable to the Services under the Project. These permit fees do not include those permits required for any construction contractor.

5.2 The COUNTY may at any time notify the Consultant of requested changes to the Services under the Contract, and thereupon the COUNTY and the Consultant shall execute a mutually agreeable Amendment to the Contract.

5.3 The COUNTY shall have the sole right to reduce or eliminate, in whole or in part, any portion of the Services under the Attachments at any time and for any reason, upon written notice to the Consultant specifying the nature and extent of the reduction. In such event, the Consultant shall be paid for the Services already performed and also for the Services remaining to be done and not reduced or eliminated, upon submission of invoices as set forth in this Agreement.

5.4 The COUNTY may, at any time and for any reason, direct the Consultant to suspend Services, in whole or in part under this Agreement. Such direction shall be in writing and shall specify the period during which Services shall be stopped. The Consultant shall resume its Services upon the date specified, or upon such other date as the COUNTY may thereafter specify in writing. Where the COUNTY has suspended the services under this Agreement for a period in excess of six (6) months, the compensation of Consultant for such suspended Services may be subject to modification. The period during which the Services are stopped by the COUNTY shall be added to the time of performance of this Agreement.

6. **ADDITIONAL WORK.**

6.1 If services in addition to the Services provided hereunder are required or desired by the County in connection with the Project, the COUNTY may, at the sole option of the COUNTY: separately obtain same outside of this Agreement; or request the Consultant to provide, either directly by the Consultant or by a sub-consultant, such additional services by an Amendment to the Contract.

7. **INSURANCE AND INDEMNIFICATION.**

7.1 The Consultant shall not commence work on this Agreement until it has obtained all insurance required under this Agreement and such insurance has been approved by the County's Risk Manager.

7.2 Consultant's insurance coverage shall be primary.

7.3 All required insurance policies shall be placed with insurers licensed to do business in Florida and with a Best's rating of A VII or better.

7.4 The insurance policies procured shall be occurrence forms, not claims made policies with the exception of professional liability.

7.5 A certificate of insurance shall be provided to the County's Risk Manager for review and approval, ten (10) days prior to commencement of any work under this Agreement. The COUNTY shall be named as an additional insured on all policies except workers' compensation and professional liability.

7.6 The insurance companies selected shall send written verification to the County Risk Manager that they will provide 30 days prior written notice to the County Risk Manager of its intent to cancel or modify any required policies of insurance.

7.7 Consultant shall furnish separate certificates and endorsements for each sub-consultant. All coverages for sub-consultants shall be subject to all of the requirements stated herein.

7.8 Consultant agrees that it now carries and will continue to carry during the performance of this Agreement, at its own expense, the applicable insurance policies indicated below, with limits not less than those specified. Any insurance on a "claims made" basis shall be maintained for at least 3 years after completion of the Services.

- A. Worker's Compensation – Statutory
- B. Employer's Liability - \$1,000,000 per occurrence
- C. Commercial General and Contractual Liability – \$1,000,000 per occurrence
- D. Automobile Liability - \$1,000,000 per occurrence
- E. Umbrella Liability - \$2,000,000 aggregate (in excess of B., C. and D. above)

F. Professional Liability - \$1,000,000 per claim/aggregate.

7.9 The Consultant shall indemnify and hold harmless the COUNTY, 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 this Agreement.

## 8. **TERMINATION.**

8.1 This Agreement may be terminated: (a) by the COUNTY, for any reason, upon thirty (30) days' prior written notice to the Consultant; or (b) by the Consultant, for any reason, upon thirty (30) days' prior written notice to the COUNTY; or (c) by the mutual Agreement of the parties; or (d) as may otherwise be provided below. In the event of the termination of this Agreement, any liability of one party to the other arising out of any Services rendered, or for any act or event occurring prior to the termination, shall not be terminated or released.

8.2 In the event of termination by the COUNTY, the COUNTY shall be obligated to pay the Consultant for those portions of satisfactorily completed work previously authorized by approved Work Order. Such payment shall be determined on the basis of the hours of work performed by the Consultant, up to the time of termination. In the event of such termination, the COUNTY may, without penalty or other obligation to the Consultant, elect to employ other persons to perform the same or similar services.

8.3 In addition to the termination rights set forth in 8.1, the obligation to provide services under this Agreement may be terminated by either party upon seven (7) days prior written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.

8.4 In the event that the Consultant merges with another company, becomes a subsidiary of, or makes any other substantial change in structure, the COUNTY reserves the right to terminate this Agreement in accordance with its terms.

8.5 In the event of termination of this Agreement, the Consultant agrees to surrender any and all documents prepared by the Consultant for the COUNTY in connection with this Agreement.

8.6 The COUNTY may terminate this Agreement for refusal by the Consultant to 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.

8.7 The COUNTY may terminate this Agreement in whole or in part if the Consultant submits a false invoice to the COUNTY.



8.8 TERMINATION IN REGARDS TO F.S. 287.135: CONSULTANT certifies that it and those related entities of CONSULTANT as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, CONSULTANT certifies that it and those related entities of CONSULTANT as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

OWNER may terminate this Contract if CONSULTANT is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

OWNER may terminate this Contract if CONSULTANT, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

## **9. TRUTH-IN-NEGOTIATION CERTIFICATE; CONTINGENCY FEES.**

9.1 Execution of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement. The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract. COUNTY has the authority and right to audit Consultant's records under this provision. The COUNTY does not hereby waive any other right it may have pursuant to Section 287.055, Florida Statutes, as it may be from time-to-time amended.

9.2 Pursuant to the Consultants' Competitive Negotiations Act, F. S. section 287.055, the Consultant warrants that it 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 it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Consultant any fee, commission, percentage fee, gifts or any other considerations, contingent upon or resulting from the award or making of this contract. For breach of violation of this provision, the COUNTY 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.

10. **MISCELLANEOUS PROVISIONS.**

10.1 Independent Contractor. It is specifically understood and acknowledged by the parties hereto that the Consultant or employees or subconsultants of the Consultant are in no way to be considered employees of the COUNTY, but are independent contractors performing solely under the terms of the Agreement and not otherwise.

10.2 Merger; Modification. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings of any nature whatsoever concerning the subject matter of the Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by the Consultant and the COUNTY.

10.3 Governing Law; Venue. This Agreement, including all attachments hereto, shall be construed according to the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida. The prevailing party in any lawsuit arising out of or related to this Agreement shall be entitled to recover its reasonable attorney's fees and costs, including fees and costs through appeal. **The parties expressly and voluntarily waive any and all rights to trial by jury in connection with any litigation arising out of or related to this Agreement.**

10.4 Remedies; No Waiver. All remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu or exclusive of each other or of any other remedy available to either party, at law or in equity. Each right, power and remedy of the parties provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. The failure of either party to insist upon compliance by the other party with any obligation, or exercise any remedy, does not waive the right to so in the event of a continuing or subsequent delinquency or default. A party's waiver of one or more defaults does not constitute a waiver of any other delinquency or default. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall bear its own costs.

10.5 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or

unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

10.6 Availability of Funds. The obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Indian River County.

10.7 No Pledge of Credit. The Consultant shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness.

10.8 Public Records.

A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:

- (1) Keep and maintain public records required by the County to perform the service.
- (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**B. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO**

**THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS  
AT:**

**(772) 226-1424  
publicrecords@ircgov.com  
Indian River County Office of the County Attorney  
1801 27th Street  
Vero Beach, FL 32960.**

C. Failure of the Consultant to comply with these requirements shall be a material breach of this Agreement.

10.9 Notices: Any notice, request, demand, consent, approval, or other communication required or permitted by this Agreement shall be given or made in writing and shall be served, as elected by the party giving such notice, by any of the following methods: (a) Hand delivery to the other party; (b) Delivery by commercial overnight courier service; or (c) Mailed by registered or certified mail (postage prepaid), return receipt requested at the addresses of the parties shown below:

<u>County:</u>	Indian River County Attn: Richard B. Szpyrka, P.E. 1801 27 <sup>th</sup> Street Vero Beach, FL 32960-3365 Facsimile: (772) 770-5143
<u>Consultant:</u>	CONSOR Engineers LLC <u>Attn:</u> William R. Adams, III 1511 N. Westshore Blvd. Suite 220 Tampa, FL 33609 Email wadams@consoreng.com

Notices shall be effective when received at the address as specified above. Email transmission is acceptable notice effective when received, provided, however, that email transmissions received after 5:00 p.m. or on weekends or holidays, will be deemed received on the next day that is not a weekend day or a holiday. The original of the notice must additionally be mailed. Either party may change its address, for the purposes of this section, by written notice to the other party given in accordance with the provisions of this section.

10.10 Survival. Except as otherwise expressly provided herein, each obligation in this Agreement to be performed by Consultant shall survive the termination or expiration of this Agreement.

10.11 Construction. The headings of the sections of this Agreement are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such Sections. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Agreement was negotiated and drafted at arm's-length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Agreement.

10.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

CONSOR ENGINEERS, LLC

INDIAN RIVER COUNTY  
BOARD OF COUNTY COMMISSIONERS

By \_\_\_\_\_  
William R. Adams, III, Sr. Vice President

By \_\_\_\_\_  
Joseph H. Earman, Chairman

Date \_\_\_\_\_

Date Approved by BCC: \_\_\_\_\_

Witness:

Attest: Jeffrey R. Smith, Clerk of Court  
and Comptroller

By \_\_\_\_\_

By \_\_\_\_\_  
Deputy Clerk

Approved:

\_\_\_\_\_  
Michael C. Zito  
Interim County Administrator

Approved as to form and legal  
sufficiency:

\_\_\_\_\_  
William K. DeBaal  
Deputy County Attorney



**Indian River County Purchasing Division**

1800 27<sup>th</sup> Street  
Vero Beach, FL 32960  
Phone (772) 226-1416

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## Request for Qualifications

Project Name: Construction Engineering and Inspection (CEI)  
Services for IRC-1505B (66th AVE From 69th St  
to CR-510/85th St)  
(FDOT FM No. 436379-2-54-01)

RFQ #: 2022072

RFQ Opening Date: **Wednesday, August 31, 2022**

RFQ Opening Time: **2:00 P.M.**

**All Statements of Qualifications (SOQs) must be received by the Purchasing Division, 1800 27<sup>th</sup> Street, Vero Beach, Florida 32960 prior to the date and time shown above. Late responses will be not be accepted or considered.**

PLEASE SUBMIT:

- (1) ONE MARKED ORIGINAL SOQ,
- (5) COPIES OF YOUR SOQ, AND

ONE ELECTRONIC COPY AS A SINGLE PDF ON USB, CD OR EMAILED TO  
[PURCHASING@IRCGOV.COM](mailto:PURCHASING@IRCGOV.COM) PRIOR TO THE RFQ OPENING DATE AND TIME.

**Refer All Questions to:**

Email: [purchasing@ircgov.com](mailto:purchasing@ircgov.com)

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## REQUEST FOR QUALIFICATIONS

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**RFQ # 2022072**

**Construction Engineering and Inspection (CEI)  
Services for IRC-1505B (66th AVE From 69th St to CR-510/85th St)**

In compliance with Section 287.055, Florida Statutes, the Indian River County Board of County Commissioners is requesting Statements of Qualifications (SOQs) for professional architectural and engineering firms for Construction Engineering and Inspection (CEI) Services for IRC-1505B – 66th AVE From 69th St to CR-510/85th St.

Detailed specifications are available at: [www.demandstar.com](http://www.demandstar.com) or by selecting “Current Solicitations” at <http://www.ircgov.com/Departments/Budget/Purchasing>.

Receipt of one original and five (5) copies, plus one electronic copy of the SOQ by the Purchasing Division, 1800 27<sup>th</sup> Street, Building B, Vero Beach, Florida 32960 must occur by 2:00 p.m. Wednesday, August 31, 2022.

Initial screening, ranking, final ranking and negotiations will be in accordance with the Consultant Competitive Negotiation Act, Section 287.055, Florida Statutes. The Board of County Commissioners reserves the right to accept or reject any and all submittals and to waive any and all informalities.

**PURCHASING MANAGER  
INDIAN RIVER COUNTY**

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**Publish: For Publication on Demandstar and Vendor Registry, Thursday, July 28, 2022**



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## Scope of Services

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**See Exhibit "A"**

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## Submittal Instructions

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Professional Engineering Firms (Consultants) responding to this Request for Qualifications (RFQ) shall submit the following in their Statement of Qualifications (SOQ):

**Information to Be Submitted:** Submit one marked original and five (5) copies, **plus** one electronic copy (both printed and electronic copies are required). SOQs must include and are requested to be organized as follows:

- a. A history a description of the range of services offered by of the Consultant.
- b. Summaries or biographies of the required Consultant Staff that will be assigned to the County. Include name, background, special skills, number of years with the firm and years of experience. Identify the Consultant's representative assigned to manage the County's project.
- c. A detailed description of the Consultant's approach to successful completion of services such as those described within this RFQ.
- d. A description of expertise or unique capability Consultant can provide the County.
- e. Provide a projected timeline/schedule with the Consultant's methodology.
- f. References from municipalities Consultant has provided the similar services for in the last five years. Please provide contact name, phone number, email address and project name.
- g. Litigation: List of all ligation cases during the past three (3) years in which the proposing firm has been a named party. Provide case number, case venue, and brief description of facts.
- h. Firm Information form
- i. Sworn statement on Disclosure of Relationships as per Section 105.08 of the Indian River County Code.
- j. Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- k. Certification regarding lobbying
- l. Certification regarding debarment

**Method of Selection:** The County shall convene a Selection Committee of which the responsibility shall be as follows:

- a. Independently review and evaluate each Submittal
  1. Each Committee member shall evaluate each firm by assigning a number of points for each criterion, as established in the solicitation, and then totaling the number of points for all criteria.
  2. Each Committee member shall then rank the firms on the basis of the total number of points received for all criteria, with the firm receiving the most points being ranked # 1.
- b. As a "Committee of the whole", develop a combined ranking order of all Submittals meeting minimum qualifications. The ranking of firms shall be done in the following manner:
  1. The rankings received by each firm from all Committee members shall be totaled and divided by the number of Committee members, to produce an average ranking.
  2. The firm receiving the lowest average ranking (i.e. closest to # 1) shall be ranked the # 1 firm, and the process repeated until all firms have been ranked according to their average ranking.
  3. In the event of a tie, the ranking of tied firms shall be determined by a comparison of the total number of points received by each firm from all Committee members. The firm with the highest number of points will be awarded the higher ranking position.
  4. The Committee may discuss the rankings and their reasons behind them, and each member may modify their ranking of firms accordingly until the Committee is satisfied with the rankings.
  5. After interviews, and based upon information learned during the interviews, each Committee member will rank the firms in order of preference and a consolidated final Committee ranking established.

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- c. The County may, solely at its own option, seek additional Submittals with this or a similar Submittal in the event the County, solely at its own option, determines that the quantity and/or quality of Submittals received is insufficient to meet the County's needs and/or that award of a contract arising from this RFP would not be in the public interest.
- d. The Committee shall forward its recommendations in accordance with the ranking to the Indian River County Board of County Commissioners, which shall, at its sole option, authorize negotiations of a contract pursuant to the requirements of Florida law.
- e. The Indian River County Board of County Commissioners possesses sole authority to award a contract for the services sought herein.

**Criteria for Award:**

<b>EVALUATION CRITERIA</b>	<b>EVALUATION POINTS MAXIMUM</b>
1. Firm qualifications/capabilities and similar projects*	20
2. Staff qualifications	15
3. Approach	20
4. Proposed Timeline	20
5. References	25
<b>TOTAL</b>	<b>100</b>

\*In determining whether a firm is qualified, the Committee shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms.

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## General Instructions

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***Cone of Silence.*** Potential respondents and their agents must not communicate in any way with the Board of Commissioners, County Administrator or any County staff other than Purchasing personnel in reference or relation to this solicitation. This restriction is effective from the time of solicitation advertisement until the Board of County Commissioners meets to authorize award. Such communication may result in disqualification.

***Sealed Submittals and Envelope Markings:*** All responses shall be submitted in a sealed envelope or box. The outside of the envelope shall be clearly marked with the Consultant's Name and Return Address, RFQ #, Title, Date of opening, and Time of Opening.

***Opening Location:*** Responses must be received by the Purchasing Division at 1800 27<sup>th</sup> Street, Vero Beach, FL 32960, on or before the closing hour and date listed in the Request for Qualifications. SOQs submitted after the stated time and date will not be accepted or considered.

***Submission:*** Submit one marked original and five (5) copies of your SOQ, PLUS one electronic copy submitted on CD, USB drive or by email to purchasing@ircgov.com PRIOR to the due date and time for responses. Both printed and electronic copies are required.

***Public Record Exemption:*** Correspondence, materials, and documents received pursuant to this Invitation for Bid become public records subject to the provisions of Chapter 119, Florida Statutes. Should the Bidder assert any exemptions to the requirements of Chapter 119, Florida Statutes, and related statutes, the burden of establishing such exemption, by the way of injunctive or other relief as provided by law, shall be upon the Bidder.

***Taxes:*** Indian River County is exempt from any taxes imposed by State and / or Federal Government. Exemption Certificates, if required, are to be furnished by the successful Consultant and will be filled out by the County.

***Indemnification:*** The Consultant shall defend, indemnify and hold harmless the County and its commissioners, officers, employees and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

***Public Access:*** The Consultant shall comply with Florida's Public Records Law in accordance with the provisions of Chapter 119, Florida Statutes. Specifically, the Consultant shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service. The Consultant shall provide the public with access to public records on the same terms and conditions that the County would provide the records at a cost that does not exceed the costs provided in Chapter 119 or as otherwise provided by law. The Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. The Consultant shall meet all requirements for retaining public records and transfer, at no cost, to the County, all public records in possession of the Consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

***Public Entity Crimes:*** Pursuant to Florida Statutes Section 287.133(2)(a), all Consultants are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity

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crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" 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 or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

***Suspension and Debarment:*** Indian River County will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

***Scrutinized Companies Lists:*** The Consultant certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The County may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. County may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies, that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

***Non-Discrimination:*** Indian River County will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the County's Title VI/Nondiscrimination Coordinator through the office of the County Attorney.

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**E-Verify:** Consultant must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S. Owner, contractor, and subcontractors may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Consultant is responsible for obtaining proof of E-Verify registration for all subcontractors/subconsultants. This requirement applies to any provider of services or goods.

**Local Preference:** Indian River County has no local ordinance or preferences, as set forth in section 255.0991(2), Florida Statutes, in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this solicitation.

**Regulations:** It shall be the responsibility of the Consultant to assure compliance with any OSHA, EPA and / or other Federal or State of Florida rules, regulations, or other requirements, as each may apply.

**Interpretations:** No oral interpretations will be made to any Consultant as to the meaning of the RFQ documents. Every request for such an interpretation shall be made in writing, addressed and forwarded to Indian River County ([purchasing@ircgov.com](mailto:purchasing@ircgov.com)) ten (10) or more days before the date fixed for opening of the RFQ. The County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to Consultants will be in the form of an Addendum, which if issued, will be sent promptly as is practical to all persons to whom RFQ documents have been issued. All such Addenda shall become part of the RFQ documents. Further, it shall be the responsibility of each Consultant, prior to submitting their SOQ, to contact Indian River County's Purchasing Division at (772) 226-1416 to determine if addenda were issued and to make such addenda a part of their SOQ.

**Applicable Law and Venue:** Contract(s) resulting from this RFQ and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated in this solicitation and resulting agreement. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

**Conflict of Interest:** Any entity submitting a bid, proposal, qualifications or entering into a contract with the County shall disclose any relationship that may exist between the contracting entity and a County Commissioner or a County Employee. The relationship with a County Commissioner or a County Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild*. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a County approved form. Failure to submit the form will be cause for rejection of the bid or proposal.

**Prohibition Against Contingent Fees:** If a contract is entered resulting from this request for qualifications, it shall include a prohibition against contingent fees statement, as required by FS 255.087.

**Right to Protest:** Any actual or prospective responding Consultant who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the Purchasing Manager in writing within seven (7) calendar days after the bidder or proposer knows or should have

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known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing Manager shall promptly issue a decision in writing, after consulting the Department and the Office of the County Attorney.

**Awards:** The County reserves the right to cancel the solicitation, reject any and all SOQs or waive any irregularity or technicality in submittals received. The County reserves the right to not make any award(s) under this solicitation.

**Termination by the County:** The County reserves the right to terminate a contract by giving thirty (30) days notice, in writing, of the intention to terminate, if at any time the Consultant fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for convenience of the County and / or with or without cause.

**Compliance with Laws and Regulations:** Consultant agrees that they will comply with all Federal, State, and Local Laws and Regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by this solicitation and resulting agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

**Insurance:**

The Consultant shall provide, prior to execution of the contract, the insurance required under this section for approval by the County. Firm's insurance shall be primary. The County shall be named as an additional insured for both General Liability and Automobile Liability. The awarded firm shall maintain the following limits of insurance during the term duration of this agreement.

**General Liability**

Each Occurrence \$500,000  
Fire Damage-any one fire \$50,000  
Medical Expenses-any one person \$5,000  
Personal and Advertising Injury \$500,000  
General Aggregate \$500,000  
Combined Single Limit \$500,000

**Automobile Liability** – Combined Single Limit \$500,000

**Worker's Compensation** as required by the State of Florida

Each accident \$100,000  
Each Disease – Each employee \$100,000  
Each disease – policy limit \$500,000

**Professional Liability Insurance**

\$1,000,000 per occurrence  
\$2,000,000 aggregate combined single limit  
\$5,000 maximum deductible per claim

The policy shall cover the firm, all employees, and/or volunteers, and all independent contractors, subcontractors and professional contractual persons hired or retained by contractor.

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All above insurance policies shall be placed with insurers with a Best's rating of no less than A-VII. The insurer chosen shall also be licensed to do business in Florida. The insurance policies procured shall be "Claims Made" policies or as generally available on the open insurance market.

The Insurance Carriers shall supply Certificates of Insurance evidencing such coverage to the Indian River County Risk Management Department prior to the execution of this Agreement.

The insurance companies selected shall send written verification to the Indian River County Risk Management Department that they will provide 30 days written notice to the Indian River County Department of Risk Management of its intent to cancel or terminate.

***Indian River County reserves the right to accept or reject any or all SOQs in whole or in part and waive any and all any technicalities or irregularities.***



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## FIRM INFORMATION

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Communications concerning this statement of qualifications shall be addressed to:

<b>Company Name</b>			
<b>Tax ID Number</b>		<b>W-9</b>	<b>Attached</b> <input type="checkbox"/>
<b>Contact Name</b>		<b>Phone</b>	
<b>Title</b>		<b>Email</b>	
<b>Address</b>			

The following addenda are hereby acknowledged:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

1. How many years has your organization been providing these services? \_\_\_\_\_
  
2. List State of Florida Registration Number(s): \_\_\_\_\_
  
3. List government agencies and private firm(s) with whom you have completed similar work:
 

Agency/Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Services Provided: \_\_\_\_\_

\_\_\_\_\_

Dates of Service: \_\_\_\_\_

  

Agency/Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Services Provided: \_\_\_\_\_

\_\_\_\_\_

Dates of Service: \_\_\_\_\_

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Agency/Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_  
Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
Dates of Service: \_\_\_\_\_

Agency/Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_  
Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
Dates of Service: \_\_\_\_\_

4. Date Registered with e-Verify.gov: \_\_\_\_\_ Certificate # \_\_\_\_\_

5. List all ligation cases during the past three (3) years in which the Consultant has been a named party.

Use additional sheets, as necessary.

Year filed	Case number	Venue	Description

**SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF RELATIONSHIPS**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. 2022072 for Construction Engineering and Inspection (CEI) Services for IRC-1505B – 66th AVE From 69th St to CR-510/85th St.

2. This sworn statement is submitted by: \_\_\_\_\_

\_\_\_\_\_  
(Name of entity submitting Statement)

whose business address is:

\_\_\_\_\_  
and its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

3. My name is \_\_\_\_\_  
(Please print name of individual signing)

and my relationship to the entity named above is \_\_\_\_\_

4. I understand that an “affiliate” as defined in Section 105.08, Indian River County Code, means:

The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the

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entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a County Commissioner or County employee:

Name of Affiliate or entity	Name of County Commissioner or employee	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_ (name of person making statement).

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)  
(Print, Type, or Stamp Commissioned Name of Notary Public)

who is personally known to me or  who has produced \_\_\_\_\_ as identification.

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**CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH  
SCRUTINIZED COMPANIES**

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(This form **MUST** be submitted with your response)

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**CERTIFICATION REGARDING LOBBYING**

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Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Firm certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

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(1) The CONSULTANT certifies, by submission of this SOQ, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this SOQ.

\_\_\_\_\_  
Signature of Proposer's Authorized Official

\_\_\_\_\_  
Name and Title of Proposer's Authorized Official

\_\_\_\_\_  
Date

**EXHIBIT "A"**

**CONSTRUCTION ENGINEERING AND INSPECTION**

**SCOPE OF SERVICES**

**FOR**

**Project Description:**

**66<sup>th</sup> Avenue From 69th Street to CR-510/85th Street**

**IRC Project No.: IRC-1505B**

**IRC RFQ No.: 2022072**

**Financial Project ID(s): 436379-2-54-01**

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



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**SCOPE OF SERVICES**  
**CONSTRUCTION ENGINEERING AND INSPECTION**

**1.0 PURPOSE:**

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

**2.0 SCOPE:**

Provide services as defined in this Scope of Services, the referenced Indian River County and FDOT manuals & procedures.

The projects for which the services are required are:

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Descriptions:	66th Ave from 69th Street to CR-510/85th Street
County:	Indian River
IRC Project No:	IRC-1505B

Serve as the Indian River County's representative on the project and faithfully represent the County's interest in all matters, with special emphasis given to issues involving public safety, quality, timely completion of the work, and financial responsibility. Exercise independent professional judgment in performing obligations and responsibilities under this Agreement. Pursuant to Section 4.1.5 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 Indian River County's Roadway Production Manager and Project Manager respectively and shall be interpreted as such.

Services provided by the Consultant shall comply with FDOT's and Indian River County's procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by Indian River County.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both Indian River County and the Contractor either directly or indirectly. Any consultant firm, or its affiliate, that is the Engineer of Record (EOR) on this project is considered ineligible to compete as a prime consultant for CEI services on that same project. A consultant firm, or its affiliate, that was a subconsultant to the EOR may only be considered eligible as a prime CEI services with the approval of the Public Works Director.

**3.0 LENGTH OF SERVICE:**

The services for this Consultant Construction Engineering & Inspection Contract shall begin upon written notification to proceed by Indian River County.

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 Indian River County has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, coordinate closely with Indian River County

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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 for the project and thirty (30) calendar days to demobilize after final acceptance of the Construction 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)
436379-2-54-01	01/15/2023	03/01/2023	570

#### 4.0 **DEFINITIONS:**

- A. **Agreement:** The Professional Services Agreement between Indian River County and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- B. **Contractor:** The individual, firm, or company contracting with Indian River County for performance of work or furnishing of materials.
- C. **Construction Contract:** The written agreement between Indian River County and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.
- D. **Construction Project Manager:** The Indian River County employee assigned to manage the Construction Engineering and Inspection Contract and represent Indian River County during the performance of the services covered under this Agreement.
- E. **Construction Training/Qualification Program (CTQP):** The FDOT program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at CTQP website.
- F. **Consultant:** The Consulting firm under contract to Indian River County for administration of Construction Engineering and Inspection services.
- G. **CEI Project Administrator/Project Engineer:** The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.
- H. **CEI Resident Compliance Specialist:** The employee assigned by the Consultant to oversee project specific compliance functions.
- I. **CEI Senior Project Engineer:** The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.

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- J. District Construction Engineer: The administrative head of the FDOT District's Construction Offices.
- K. District Contract Compliance Manager: The administrative head of the FDOT District Contract Compliance Office.
- L. District Consultant CEI Manager: The Indian River County employee assigned to administer the Consultant Construction Engineering and Inspection (CCEI) Program in the District.
- M. District Director of Transportation Operations: The FDOT Director of Construction, Maintenance, Traffic Operations, Materials, and Safety.
- N. District Final Estimates Manager: The administrative head of the FDOT District Final Estimates Office.
- O. District Professional Services Administrator: The Administrative Head of the FDOT Professional Services Office.
- P. District Secretary: The Chief Executive Officer in each of FDOT's eight (8) Districts.
- Q. Districtwide Contract Compliance Specialist Consultant: The consultant hired under a separate agreement with FDOT to ensure contractors on multiple contracts are in compliance with the requirements of the Federal Highway Administration and USDOL.
- R. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.
- S. Indian River Assistant Public Works Director: The deputy administrative head of Indian River County's Public Works projects.
- T. Indian River County Public Works Director: The administrative head of Indian River County's Public Works.
- U. Operations Engineer: The FDOT Engineer assigned to a particular County or area to administer Construction and Maintenance Contracts for Indian River County.
- V. Public Information Office: Indian River County's Public Works staff assigned to manage the Public Information Program.
- W. Resident Engineer: The FDOT Engineer assigned to a particular County or area to administer Construction Contracts for Indian River County.

### 5.0 **ITEMS TO BE FURNISHED BY INDIAN RIVER COUNTY TO THE CONSULTANT:**

- A. Indian River County, on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.
  - 1. Construction Plans,
  - 2. Specification Package,

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3. Copy of the Executed Construction Contract, and
  4. Utility Agency's Approved Material List (if applicable).
- B. Indian River County will provide connection to the County's electronic project management system (e-Builder). Appropriate approvals must be received from Indian River County prior to their use.
- C. FDOT will furnish and support the software packages for SiteManager or MACs if required by FDOT.

### **6.0 ITEMS FURNISHED BY THE CONSULTANT:**

#### **6.1 Indian River County 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. Most items can be purchased through the following address. All others can be acquired through the District Office or on-line at the FDOT's website.

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

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

#### **6.2 Indian River County Documents:**

All applicable Indian River County documents referenced herein shall be a condition of this Agreement. All Indian River County documents, directives, procedures, and standard forms are available upon request from the Indian River County Project Manager.

#### **6.3 Office Automation:**

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

All informational, contractual and other business required for this project will be through a system of paperless electronic means. Access to the construction management software e-Builder website will be provided by the County. When the specifications require a written submission of documentation, if possible, such documents must be submitted electronically.

All documents requiring a signature must be executed electronically by both parties in accordance with Chapter 668, Florida Statutes, and have the same force and effect as a written signature. Indian River County will provide a web-based collaboration site to facilitate the electronic document exchange. All persons requiring access to the collaboration site shall be identified during the preconstruction conference.

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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.

**6.4 Field Office:**

Provide a field office with sufficient room and furnishings to effectively carry out responsibilities under this Scope of Services. Field offices shall include telephone and broadband internet access, meeting capabilities and shall be approved by Indian River County. The field office shall be of adequate size for use by the Consultants field staff and two staff members of Indian River County.

Field Office expenses will be compensated in accordance with Exhibit B (to be prepared during award), Method of Compensation (per week).

**6.5 Vehicles:**

Vehicles will be equipped with appropriate safety equipment, including strobes, 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.

**6.6 Field Equipment:**

Supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items.

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

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

Handling of nuclear density gauges shall be in compliance with their license.

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

**6.7 Licensing for Equipment Operations:**

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

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

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**7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:**

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

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

Inform the designated Indian River County Project Manager of any design defects, reported by the Contractor or observed by the Consultant.

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

**8.0 PERFORMANCE OF THE CONSULTANT:**

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

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

**9.0 REQUIREMENTS OF THE CONSULTANT:**

**9.1 General:**

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

Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to Indian River County, and direct the Contractor to correct such observed discrepancies.

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Supplemental Agreements must be determined to be in accordance with Florida law by the Indian River County Public Works Director prior to approval by the Consultant. For any Supplemental Agreement which exceeds the thresholds, prepare the Supplemental Agreement as a recommendation to Indian River County, which Indian River County may accept, modify or reject upon review. Consult with the Construction Project Manager as necessary and direct all issues, which exceed delegated authority to the Construction Project Manager for Indian River County action or direction.

Inform the designated Indian River County 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.

Consultant shall be FDOT Prequalified to perform Construction Engineering Inspection services and provide evidence of being pre-qualified within FDOT Work Types 10.1, 10.3 and 10.4.

**9.2 Survey Control:**

Check or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) make and record measurements necessary to calculate and document quantities for pay items, (2) make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys.

Provide survey data in the most recent commercially available AutoCAD, by Autodesk, format at the time the CCEI contract is advertised.

Any questions or requests for “Waiver of Survey” should be directed to the Indian River County Assistant Public Works Director.

**9.3 On-site Inspection:**

**Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. Indian River County will monitor off-site activities and fabrication unless otherwise stipulated by this Agreement.** Monitor and inspect Contractor’s Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with Indian River County’s procedures. Consultant employees performing such services shall be qualified in accordance with FDOT & Indian River County’s procedures.

**9.4 Sampling and Testing:**

Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in FDOT’s Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Contractor's Quality



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Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

FDOT or Indian River County may perform inspection and sampling of materials and components at locations remote from the project site and FDOT or Indian River County may perform testing of materials normally done in a laboratory remote from the project site.

Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

Indian River County will monitor the effectiveness of the Consultant's testing procedures through observation and independent assurance testing.

Sampling, testing and laboratory methods shall be as required by Indian River County'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 during the same week that the construction work is done.

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

Where required input verification testing information and data into FDOT's database using written instructions provided by FDOT.

**9.5 Engineering Services:**

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

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

- (1) Attend a pre-service meeting for the Agreement in accordance with CPAM. Provide appropriate staff to attend and participate in the pre-service meeting. At the time of this meeting submit the FDOT Computer Security Access Request for use of FDOT Data Center Facilities, if required, in addition to identifying all Consultant personnel requiring access to Indian River County's e-Builder Project Management system to the Construction Project Manager for approval.
- (2) If required, schedule and attend a meeting with the District Contract Compliance Manager prior to the Pre-construction Conference. The Resident Compliance Specialist shall attend this meeting.

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In most cases, the above will take two separate meetings based on experience and knowledge of the particular firm.

- (3) Schedule and attend a training session with the County's project management staff for all consultant staff who will be required to use the County's e-Builder project management system.

Provide personnel proficient in the use of computers and scanner operation to input construction documents into the County's project management system. Duties will include scanning, attributing and retrieving documents that are to be archived electronically.

- (4) Schedule and conduct a meeting with the County's Environmental Liaison prior to the Pre-construction conference and another meeting prior to project final acceptance. The purpose of these meetings is to discuss the required documentation, including as-builts, necessary for permit(s) compliance.
- (5) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and Indian River County's guidelines.
- (6) Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns as detailed in CPAM.
- (7) Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary documentation.
- (8) Monitor, inspect and document utility relocation self-performed by the Contractor for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Document utility construction progress to be performed by Utility Agencies. Facilitate coordination and communication between Utility Agency's representatives, Indian River County's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including Indian River County and Local Government owned facilities.

Identify, review, and track progress of Joint Project Agreements, and/or other Indian River County and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination.

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Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.

- (9) 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 Indian River County to make timely payment to the Contractor.
- (10) Prepare and make presentations for meetings to resolve disagreements that may arise during the life of the project between Indian River County and the Contractor where the Contractor has submitted, in accordance with the Contract Documents, a notice of intent to seek additional compensation or a written claim defined as a written demand submitted to the County seeking additional monetary compensation, time or other adjustments to the Contract, in connection with the project covered by this Agreement.
- (11) Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with FDOT procedures.
- (12) Provide a Resident Compliance Specialist for surveillance of the Contractor's compliance with Construction Contract requirements. The Resident Compliance Specialist is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review; and assist the District Contract Compliance Manager as requested.
- (13) Indian River County will provide Public Information Services.
- (14) Prepare and submit to the Construction Project Manager monthly, a project construction status report, in a format to be approved by Indian River County.
- (15) 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.

Provide digital pictures of the project on a daily basis and provide aerial drone pictures once a month. The consultant shall be responsible for providing digital pictures that correspond with daily work logs for the project.

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**9.6 Geotechnical Engineering:**

The prime Consultant may engage the services of a geotechnical subconsultant to perform some of the services indicated in this section. However, the prime Consultant will be responsible to Indian River County for the satisfactory performance and timeliness of these services.

The prime Consultant will be required to interact with the District Geotechnical Engineer (DGE) office and any geotechnical subconsultant assigned to the project by the DGE office under a District-wide contract. All references to the DGE in the following sections implicitly include the DGE and his/her delegated representative on the project, who may be the DGE office in-house personnel or a subconsultant working for the DGE office.

Become familiar with the existing site conditions and the contract documents. Observe and record the progress and quality of foundation work to determine that the foundations are constructed at the correct locations and elevations, identify discrepancies, and direct the Contractor to correct such observed discrepancies. Attend the Preconstruction Conference and/or special geotechnical meeting for the Construction Contract. All services under this section will be performed in accordance to FDOT Specification Section 455. Inspect and verify that the Contractor has performed the foundation work in accordance with applicable FDOT Specification Section 455 and other contract documents. Provide qualified Geotechnical Engineers and CTQP qualified inspectors in Drilled Shaft/Pile Driving/Auger Cast Pile inspection, relevant to the foundation type(s) required in the plans. Schedule meetings and facilitate communications between the Contractor and any Specialty Contractors, the CEI, and the DGE as needed. Observe and verify that all work is performed in accordance with the contract documents. Assure that any specialty work is completed as necessary to accomplish its intent.

The following geotechnical engineering services shall be performed:

1) Drilled Shafts:

- Process and review the Drilled Shaft Installation Plan in accordance with CPAM.
- Schedule a pre-drilled shaft installation meeting to review and discuss the drilled shaft installation procedures. Make sure that the Contractor's field superintendent, CEI's drilled shaft inspector(s), and the DGE are invited. Prepare and distribute meeting minutes to the attendees.
- Inspect installation of test holes (methods shafts), load test shafts, and production shafts and ensure they are constructed in accordance with the plans, specifications, and special provisions for the Construction Contract. Report to the DGE any problems observed during the installation of the test holes, deviations from the Drilled Shaft Installation Plan or contract documents, and construction quality issues associated with the Contractor's methods.
- If there are pilot holes in the project, advise the DGE on the pilot hole schedule. Verify the pilot hole locations. Inspect the performance of the pilot holes and complete the proper FDOT inspection form, describing accurately the soils/rocks encountered and corresponding depths, the results of field testing performed (Standard Penetration Test blow counts, Cone Penetration Tests, or other, if

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applicable) and the results of the rock coring performed (coring time, recovery and RQD).

- Analyze the load test data, pilot holes and any other available soils/rock data as required to establish final drilled shaft tip elevations and minimum rock socket lengths. Submit report(s) recommending production shaft tip elevations, minimum rock socket lengths and any other recommendations that may be required in the project (such as rock socket material definition and impact of permanent or temporary casing on the required minimum socket lengths) to the DGE for approval.
- Inspect the bottom of the shafts for cleanliness using manual soundings or shaft inspection device as required in the contract documents.
- Complete all necessary drilled shaft inspection forms and keep a log of all inspections made of the shafts. Observe the performance of any load tests and verify that the details are implemented as planned.
- Provide completed drilled shaft inspection forms for all production and test shaft installations to the DGE upon completion of the drilled shaft installation.
- When conditions occur, which are different from those indicated on the plans, immediately report them to the Geotechnical Engineer of Record and the DGE. Recommend adjustments to the authorized depths as necessary to obtain the shaft capacity to the DGE for approval.
- Review the drilled shaft logs and the concrete placement logs to identify possible shaft integrity problems and potential causes. Communicate identified issues to the DGE.
- Hire a Specialty Engineer to perform non-destructive integrity testing of drilled shafts as required to estimate shaft uniformity and to detect possible shaft defects. Report results to the DGE.
- Evaluate problems encountered during construction, and coordinate with the DGE and the Contractor to resolve such problems, including possible withdrawing Drilled Shaft Installation Plan approval.

### 2) Piles: (N/A)

- Process and review the Pile Installation Plan in accordance with CPAM.
- Perform preliminary Wave Equation Analyses to assess and provide comments regarding the suitability of hammer driving system(s) included in the Pile Installation Plan. Provide analyses results (estimated blow count ranges for the nominal bearing resistances, installation stresses etc.) to the DGE.
- Schedule a pre-pile installation meeting to review and discuss the pile installation procedures. Make sure the Contractor's field superintendent, CEI's pile inspectors, and the DGE are invited. Prepare and distribute meeting minutes to the attendees.
- Provide personnel proficient in operation of the PDA or EDC monitoring equipment required for the project, for data collection, interpretation and analysis. Utilize the most current version of equipment and software for dynamic testing and dynamic data analysis.
- Perform dynamic testing per the contract documents during initial driving and re-drives. Submit electronic Pile Driving Analyzer (PDA) and Embedded Data Collector (EDC) files upon completion of the test pile installation.
- Inspect and record the test pile driving process in accordance with CPAM.

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- Perform signal matching analysis on test pile data for selected blows, using the latest software version. At a minimum, signal matching analysis shall be performed on initial drive data where required resistance is obtained below the minimum tip elevation and on set-check data (if any). If requested in special circumstances, the end of drive signal matching analysis will be performed in the field upon completion of the drive; otherwise it shall be completed within 24 hours of driving the instrumented pile.
- Analyze the test data and available soils data as required to establish production pile lengths and driving criteria. The analysis must include signal matching analysis and wave equation calibration analysis to determine a pile driving-soil system model that will predict accurately driving resistance with stroke (or pressure) and blows per foot while matching transferred energy and dynamic stresses with the ones measured in the field. Submit preliminary report(s) recommending production pile lengths and driving criteria to the DGE for approval. The preliminary report shall include printed & plotted Signal Matching and Wave Equation Analysis outputs, and electronic files (Windows compatible) of all raw data obtained by the PDA and EDC equipment and the signal matching and wave equation analyses.
- Furnish final written letters, signed and sealed, for production pile lengths and the driving criteria in accordance with CPAM. When applicable, include recommendations to determine “firm bearing material”.
- Inspect the conditions of the piles prior to installation, including any pile splices.
- Observe and verify that concrete piles were properly supported during storage and handled with appropriate pick-up details per contract documents.
- Inspect the pile driving installation. Complete the FDOT pile driving logs.
- Observe the performance of any static or statnamic load tests and review the details are implemented as planned.
- Evaluate problems encountered during construction and coordinate with the DGE and the Contractor to resolve such problems, including possible additional testing and withdrawing the Pile Installation Plan.

### 3) Spread Footings:

- Observe construction of spread footing foundations and verify that they are founded at the required elevation and on the proper soil/rock material.
- Verify the Construction Plan requirements and the applicable specifications are followed throughout the spread footing construction.
- Evaluate problems encountered during construction and coordinate with the DGE and the Contractor to resolve such problems.

### 4) Auger Cast Piles for Sound Barrier Walls (N/A):

- Process and review the Auger Cast Pile Installation Plan in accordance with CPAM.
- Schedule a pre-pile installation meeting to go over the auger cast pile installation procedures. Make sure the Contractor’s field superintendent, CEI’s auger cast pile inspectors and the DGE are invited. Prepare and distribute minutes to the attendees.
- Observe installation of demonstration pile and production piles. Submit the demonstration pile records to the DGE. Work with the DGE to ensure that the letter

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of acceptance or recommendations of the production pile installation is issued in accordance with CPAM.

- Inspect and verify the requirements on the Construction Plans and applicable specifications are followed throughout the auger cast pile installation.
- Cast cylinders for grout strength testing in accordance with the specifications
- Complete the FDOT auger cast pile field installation logs and forward them to the DGE upon completion of the auger cast pile installation.
- Verify the quality control processes of the Auger Cast Pile Installation Plan are followed during construction.
- Examine the records and evaluate problems encountered during construction and coordinate with the DGE and the Contractor to resolve such problems, including possible withdrawing the Auger Cast Pile Installation Plan approval.

## 10.0 **PERSONNEL:**

### 10.1 **General Requirements:**

Provide prequalified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. Method of compensation for personnel assigned to this project shall be outlined in Exhibit “B – Lump Sum payment for CCEI Services”.

Lump Sum costs shall be based upon the assumption of a standard work week as follows:

- 7 AM to 5PM Monday through Friday
- IRC & FDOT Holidays are to be observed.

An hourly burdened rate schedule is to be provided for the purpose of billing the Contractor, at the discretion of the IRC Public Works Director or their designee, for work outside of normal work hours, failed tests, or failure to pursue work.

### 10.2 **Personnel Qualifications:**

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

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

Before the project begins, all project staff shall have a working knowledge of the current CPAM and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant’s project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall

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not be at any additional cost to Indian River County and should occur as workload permits. Visit the training page on the State Construction Office website for training dates.

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

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

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

**CEI SENIOR PROJECT ENGINEER** - A Civil Engineering degree and registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience [(two (2) years of which are in major road or bridge construction)] or [(five (5) of which are in major bridge construction) - for Complex Bridge Projects with the exception of PTS projects which require two (2) years of major bridge construction], or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with Indian River County standards. Also must have the following:

**QUALIFICATIONS:**

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

**CERTIFICATIONS:**

FDOT Advanced MOT

**OTHER:**

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

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



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**CEI PROJECT ADMINISTRATOR/PROJECT ENGINEER** - A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

For CC2 bridge structures, a Civil Engineering degree and registered in the State of Florida as a professional engineer (or if registered in another state, have the ability to obtain registration in Florida within six (6) months) plus five (5) years general bridge construction experience, two (2) years of which must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope **or** for non-degreed and/or non-registered personnel eight (8) years of general bridge construction experience, (4) years of which must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. Additionally, a minimum of one (1) year of experience as the Project Administrator in primary control of the type of CC2 construction project for which CEI services are being provided by this scope. As an exception, only one (1) year of PTS bridge experience will be required for registered project administrators and two (2) years of PTS bridge experience for non-registered project administrators. Post-tensioning experience is not required for precast prestressed concrete flat slab superstructures but successful completion of an FDOT accredited grouting and post-tensioning course is required. To be in primary control, a Project Administrator must have supervised two or more inspectors as well as two or more support staff (Office Manager, Resident Compliance Specialist, and Secretary) and must have been directly responsible for all CEI services assigned.

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

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

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

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

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

**QUALIFICATIONS:**

CTQP Final Estimates Level II

**CERTIFICATIONS:**

FDOT Advanced MOT

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### OTHER:

Attend CTQP Quality Control Manager Course and pass the examination.

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

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

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

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

**CEI CONTRACT SUPPORT SPECIALIST** - A High School diploma or equivalent and four (4) years of road & bridge construction engineering inspection (CEI) experience having performed/assisted in project related duties (i.e., Materials Acceptance and Certification (MAC) System, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering Degree. Should exercise independent judgment in planning work details and making technical decisions related to the office aspects of the project. Should be familiar with Indian River County's Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties. Shall become proficient in Trimble Business Center - Heavy Construction Edition (HCE) or approved surface to surface comparison software and Engineering Menu.

### QUALIFICATIONS:

CTQP Final Estimates Level II

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

### QUALIFICATIONS:

CTQP Final Estimates Level I

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

For CC2 bridge structures, be a high school graduate or equivalent and have five (5) years of general bridge construction experience of which two (2) years must have been with the

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type of CC2 bridge construction project for which CEI services are being provided by this scope. As an exception, only one (1) year of PTS bridge experience will be required. Additionally, a minimum of twelve (12) months of experience as the Senior Inspector in primary control of the type CC2 construction project for which CEI services are being provided by this scope. To be in primary control, a Senior Inspector must have supervised two or more inspectors and must have been directly responsible for all inspection requirements related to the construction operations assigned.

CPTS years of experience must have included a minimum of twelve (12) months of inspection experience in one or both of the following depending on which area the inspector is being approved for: (1) casting yard inspection; (2) erection inspection. In addition, two (2) years of geometry-control surveying experience is required for inspectors that perform or monitor geometry control surveying in a casting yard.

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

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

MB years of experience must have included the inspection of MB mechanical components for machinery inspectors and MB electrical components/systems for electrical inspectors.

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

### QUALIFICATIONS:

CTQP Concrete Field Technician Level I

CTQP Concrete Field Inspector Level II (Bridges)

CTQP Asphalt Roadway Level I

CTQP Asphalt Roadway Level II

CTQP Earthwork Construction Inspection Level I

CTQP Earthwork Construction Inspection Level II

CTQP Pile Driving Inspection

CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)

CTQP Grouting Technician Level I

CTQP Post-Tensioning Technician Level I

IMSA Traffic Signal Inspector Level I

CTQP Final Estimates Level I

### CERTIFICATIONS:

FDOT Intermediate MOT

Nuclear Radiation Safety

IMSA Traffic Signal Inspector Level I

### OTHER:

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

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

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

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

**QUALIFICATIONS:**

CTQP Concrete Field Inspector Level I

CTQP Asphalt Roadway Level I

CTQP Earthwork Construction Inspection Level I

CTQP Pile Driving Inspection

CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)

IMSA Traffic Signal Inspector Level I

CTQP Final Estimates Level I

**CERTIFICATIONS:**

FDOT Intermediate MOT

Nuclear Radiation Safety

IMSA Traffic Signal Inspector Level I

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

**OTHER:**

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

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

**CEI INSPECTORS AIDE** - High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors. Must obtain FDOT Intermediate MOT within the first six months of the assignment.

**CEI SURVEY PARTY CHIEF** - High School graduate plus four years of experience in construction surveying (including two (2) years as Party Chief). Experienced in field engineering and construction layout, making and checking survey computations and supervising a survey party. Work is performed under general supervision of Project Administrator.

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**CEI INSTRUMENT PERSON** - High school graduate plus three (3) years of experience in construction surveying one (1) year of which shall have been as instrument-man. Responsible for performing assignments in assisting Party Chief in the performance of their duties. Receives general supervision from Party Chief who reviews work while in progress.

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

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

**CEI ASPHALT PLANT INSPECTOR**- High School Graduate or equivalent plus one (1) years' experience in the surveillance and inspection of hot mix asphalt plant operations or 80 hours working under an approved and qualified asphalt plant inspector at the asphalt plant and have the following:

**QUALIFICATIONS:**

CTQP Asphalt Plant Level I  
CTQP Asphalt Plant Level II

**CEI GEOTECHNICAL ENGINEER for Category I Bridge Pile Foundations-** 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) plus four (4) years of experience as a Geotechnical Engineer in responsible charge of geotechnical work, including at least two Category I bridges with pile foundations. Experience performing. Analyzing and interpreting the results of: non-destructive testing of pile foundations, dynamic and static load testing, the Pile Driving Analyzer (PDA), CAPWAP and WEAP as appropriate.

**CEI GEOTECHNICAL TECHNICIAN for Pile Foundations-** Qualified CTQP Pile Driving Inspector, knowledgeable in pile installation in conjunction with dynamic load tests with a minimum of three (3) years of experience on at least two (2) Indian River County bridge projects: for projects with Embedded Data Collectors (EDCs), certified EDC monitoring equipment operator.

**CEI GEOTECHNICAL TECHNICIAN for Drilled Shaft Foundations-** Qualified CTQP Drilled Shaft Inspector, knowledgeable in drilled shaft installation with a minimum of three (3) years of experience on at least two (2) Indian River County bridge projects.

**CEI SENIOR LANDSCAPE INSPECTOR**- High School Graduate or equivalent plus eight (8) years of roadway or commercial landscape construction experience, or a Bachelor degree in Horticulture, Urban Forestry, Landscape Architecture plus three (3) years of roadway or commercial landscape construction experience. The individual must be skilled at plant identification, classification, and grades and standards for nursery plants as

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established by the manual “Grades and Standards for Nursery Plants” by the Florida Department of Agriculture and Consumer Services. The individual must be knowledgeable of current Indian River County methods for landscape and irrigation installation. The individual must have the ability to read and interpret contract documents. For standalone landscape projects, required certification and training includes FDOT Intermediate MOT, FDEP Stormwater Erosion and Sedimentation Control Inspector, and Florida Licensed Landscape Architect or Florida Nursery Growers and Landscape Association (FNGLA) Certified Landscape Contractor. Desired certification and training includes, International Society of Arboriculture (ISA) Certified Arborist, University of Florida Landscape Palm Management Training, and International Society of Arboriculture Advanced Pruning.

**CEI UTILITY COORDINATOR**- High School Graduate or equivalent and be knowledgeable of Indian River County’s Standards, policies, procedures, and agreements and shall have a minimum of four (4) years of experience performing utility coordination in accordance with Indian River County’s Standards, policies, procedures and agreements.

**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 Indian River County has received a regular acceptance letter.

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

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

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

**11.1 Quality Assurance Plan:**

Within thirty (30) days after receiving award of an Agreement, furnish a QA Plan to the Construction Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant’s organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until Indian River County 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

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Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

**B. Quality Assurance Reviews:**

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

**C. Quality Assurance Records:**

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

**D. Control of Subconsultants and Vendors:**

Detail the methods used to control subconsultant and vendor quality.

**E. Quality Assurance Certification:**

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

**11.2 Quality Assurance Reviews:**

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

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

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

**11.3 Quality Records:**

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

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be available to Indian River County, 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 FDOT's Procedures as required by CPAM and as modified by IRC Procedures.

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

Revisions to the Certified Final Estimate will be made at no additional cost to Indian River County.

**13.0 AGREEMENT MANAGEMENT:**

**13.1 General:**

- (1) With each monthly invoice submittal, the Consultant will provide a Status Report for the Agreement. This report will provide an accounting of the additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant. The Consultant will provide a printout from the Equal Opportunity Reporting System showing the previous month's payments made to subconsultants. Invoices not including this required information may be rejected.
- (2) When the Consultant identifies a condition that will require an amendment to the Agreement, the Consultant will communicate this need to the Construction Project Manager for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the Construction Project Manager for approval and further processing. The AR is to be submitted at such time to allow Indian River County 12 weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by Indian River County.
- (3) The Consultant is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to Indian River County.

**14.0 OTHER SERVICES:**

Upon written authorization by the Indian River County Public Works Director, 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 Indian River County to supplement the Consultant services under this Agreement.



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

**15.0 POST CONSTRUCTION CLAIMS REVIEW:**

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

**16.0 CONTRADICTIONS:**

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

**17.0 THIRD PARTY BENEFICIARY**

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

**18.0 INDIAN RIVER COUNTY AUTHORITY**

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

Friday, March 10, 2023



**Proposed Staff Months / Hours**  
 Construction Engineering and Inspection (CEI) Services for IRC-1505B 66th Ave (69th St to CR510)

Personnel Classifications	Billing Rate With OM	Firm	P 1	C 2	C 3	C 4	C 5	C 6	C 7	C 8	C 9	C 10	C 11	C 12	C 13	C 14	C 15	C 16	C 17	C 18	C 19	T 20
	With Expenses		Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25
Sr. Project Engineer - Kelly Cowger, PE	\$228.68	CSR	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60
Project Administrator - Jose Arauz, PE	\$159.79	CSR	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Contract Support Specialist - Stacy Griffin	\$117.25	Corradino	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Sr. Inspector - Ralph LaChance	\$110.40	CSR		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Sr. Inspector - Tyler Storey	\$110.40	CSR						0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Inspector - Robert Cromwell	\$88.27	CSR		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Inspector - Robert Liverman	\$88.27	CSR								0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Inspector - Angel Rivera	\$88.27	GSR																				
Inspector Aide - TBD	\$60.03	CSR					1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Inspector - Landscape - Maurizio Iardino	\$83.15	CSR																				
MAT Sr. Asphalt Plant Inspector - Brian Gagne	\$86.29	TER					0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30
Totals			2.10	4.10	4.10	4.10	5.40	5.90	6.40	6.90	7.40	7.40	7.40	7.40	7.40	7.40	7.40	7.40	6.40	6.40	6.40	6.10

**Total Staff Months / Hours**

Legend P = Preconstruction C = Construction T = Post Construction

**Subconsultants:**  
 The Corradino Group  
 Terracon Consultants, Inc.  
 Foundation & Geotechnical Engineering (FGE) - Geotech  
 Universal Engineering Sciences, Inc. - Mat Testing  
 Betsy Lindsay, Inc. (BLS) - Survey

**NOTES**

- One (1) month included before construction and one (1) month after construction
- Office costs are based on 18 mos. (2 mos overlap from IRC-1505)
- Staffing hours and laboratory costs are based on FDOT CQC Specifications.

**SURVEY**

- Scope:**
- Recover and verify the horizontal and vertical control
  - Perform Pre-construction cross sections of the road right of way at 500-foot intervals.
  - Perform two Pre-construction cross section of each of four proposed ponds. The cross sections will be taken at the mid-point of the pond in two directions.
  - Perform Post-construction cross sections of the road right of way at 500-foot intervals.
  - Perform two post -construction cross section of each of four proposed ponds. The cross sections will be taken at the mid-point of the pond in two directions.
  - Provide temporary benchmarks at 1000ft on 66th and one on each side of street
  - Stake the ROW at 100 stations and all ROW line changes

**GEOTECH**

- Scope:**
- Drilled Shafts, review PIP and installation of logs, attended pre-operations meeting, CSL testing and on-site for demonstration shaft.

Attachment B

Friday, March 10, 2023



Personnel Classifications	Billing Rate With OM	Total Staff-Months	Straight Time Staff Hours	Overtime Staff Hours (20%)	Total Staff Hours	ST Labor Costs	OT Labor Costs	Total Labor Costs	OH Costs	Operating Margin	FCCM Costs	D. Expense Costs	OT Premium	Total Compensation
	With Expenses													
Sr. Project Engineer -Kelly Cowger, PE	\$228.68	12.00	2079.960		2,080	166,396.80	-	166,396.80	199,226.89	74,878.56	915.18	34,227.82		\$475,645.25
Project Administrator - Jose Arauz, PE	\$159.79	20.00	3466.600		3,467	193,782.94	-	193,782.94	232,016.31	87,202.32	1,065.81	39,861.15		\$553,928.53
Contract Support Specialist - Stacy Griffin	\$117.25	10.00	1733.300		1,733	76,265.20	-	76,265.20	85,630.57	34,319.34	52.62	6,963.01		\$203,230.74
Sr. Inspector - Ralph LaChance	\$110.40	19.00	3293.270	658.654	3,952	127,186.09	25,437.22	152,623.31	182,735.89	68,680.49	839.43	31,394.61	Incl	\$436,273.73
Sr. Inspector - Tyler Storey	\$110.40	14.50	2513.285	502.657	3,016	97,063.07	19,412.61	116,475.68	139,456.33	52,414.06	640.62	23,959.05	Incl	\$332,945.74
Inspector - Robert Cromwell	\$88.27	19.00	3293.270	658.654	3,952	101,696.18	20,339.24	122,035.42	146,113.01	54,915.94	671.19	25,102.69	Incl	\$348,838.25
Inspector - Robert Liverman	\$88.27	12.50	2166.625	433.325	2,600	66,905.38	13,381.08	80,286.46	96,126.98	36,128.91	441.58	16,514.92	Incl	\$229,498.85
Inspector - Angel Rivera	\$88.27	-			-	-	-	-	-	-	-	-	Incl	
Inspector Aide - TBD	\$60.03	12.00	2079.960	415.992	2,496	43,679.16	8,735.83	52,414.99	62,756.47	23,586.75	288.28	10,781.76	Incl	\$149,828.25
Inspector - Landscape - Maurizio Iardine	\$83.15	-			-	-	-	-	-	-	-	-	Incl	
MAT Sr. Asphalt Plant Inspector - Brian Gagne	\$86.29	4.50	779.985	155.997	936	26,160.70	5,232.14	31,392.84	29,374.28	14,126.78	43.64	5,826.51	Incl	\$80,764.05
Totals		123.50	21406.255	2825.279	24,232	-	-	-	-	-	-	-		
<b>Total Staff Months / Hours</b>		<b>123.50</b>	<b>21,406</b>	<b>2,825</b>	<b>24,232</b>	<b>899,135.52</b>	<b>92,538.12</b>	<b>991,673.64</b>	<b>1,173,436.73</b>	<b>446,253.15</b>	<b>4,958.35</b>	<b>194,631.52</b>	<b>-</b>	<b>\$2,810,953.39</b>

Legend P = Preconstruction C = Construction T = Post Construction

**Subconsultants:**

The Corradino Group  
 Terracon Consultants, Inc.  
 Foundation & Geotechnical Engineering (FGE) - Geotech  
 Universal Engineering Sciences, Inc. - Mat Testing  
 Betsy Lindsay, Inc. (BLS) - Survey

Conсор Salary Related Costs \$ 2,526,958.60  
 Corradino Salary Related Costs \$ 203,230.74  
 Terracon Salary Related Costs \$ 80,764.05  
 FGE- Geotechnical Costs \$ 10,000.00  
 BLS- Survey Costs \$ 75,000.00  
 Universal- Lab \$ 40,000.00  
 Office Expense \$ 63,000.00

**Total \$ 2,998,953.39**