

EXHIBIT A
CSA #2022-081-03

SCOPE OF SERVICES

**Construction Engineering and Inspection for
80 Foot Road at State Road 60**

1. General: Administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, general conditions, and special conditions for the Construction Contract.

1.1 Observe the contractor's work to determine the progress and quality of the work, identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies.

1.2 Negotiate Allowance Authorized Release (AAR's) with the Contractor for minor changes and/or additions to the project scope. For more significant changes in quantities and/or additions to the project scope, a change order shall be prepared as a recommendation to the County, which the County may accept, modify or reject upon review. Consult with the County Project Manager, as necessary, and direct all issues which exceed the Consultant's authority to the County Project Manager for action or direction.

1.3 Advise the 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. Work provided by the Consultant shall not relieve the Contractor of the responsibility for the satisfactory performance of the Construction Contract.

2. 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 conditions for the Construction Contract to determine that the project is constructed in reasonable conformity with such documents. Keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

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 the County's procedures. Consultant employees performing such services shall be qualified by either ATSSA or IMSA.

3. Sampling and Testing: Perform Quality Assurance sampling and testing of component materials and completed work in accordance with the Construction Contract documents. Perform sampling and testing in order to verify contractor compliance. The minimum sampling frequencies shall be as defined by the construction contract documents or as directed by the County. Deliver material samples to County's materials testing consultant laboratory for testing of construction materials. Prior to starting the project, prepare a list of all anticipated testing to be performed, including frequencies, for approval by the County. A complete record of all materials incorporated into the project will be provided to the County upon project completion.

3.1 Provide verification of the Contractor's activities on the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for the purpose of verifying the Contractor's compliance with the Contract Documents.

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

3.3 Provide materials sampling and testing as required by the construction contract documents or as modified by the County. Polk County will monitor the effectiveness of the Consultant's procedures through observation and may obtain and test independent assurance samples at their discretion.

3.4 Documentation reports on the sampling and testing performed will be maintained in the project files and submitted upon request to the County.

4. 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 the County for failure of such parties to follow written direction issued by the Consultant.

Services include maintaining the required level of oversight of Contractor activities, interpreting the Plans, General Conditions, Special Conditions, and Specifications for the Construction Contract, maintaining complete, accurate records of all activities and events relating to the project, and properly documenting all significant project changes. Perform the

following services:

- 4.1 Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the “Florida Storm water, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors.” The inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 “Final NPDES General Permits for Storm water Discharges from Construction Sites” and guidelines developed by Department.
- 4.2 Analyze problems that arise on the project and proposals submitted by the Contractor, work to resolve such issues, and process the necessary paperwork.
- 4.3 Monitor utility construction for conformance to the construction contract documents. Facilitate coordination and communication between all utility agency representatives and the Contractor in execution of the work. Identify potential utility conflicts and assist in the resolution of utility issues.
- 4.4 Produce reports, verify quantity calculations, and field measure for payment purposes as needed to prevent delays in Contractor operations, and to facilitate prompt processing of such information in order for the County to make timely payment to the Contractor.
- 4.5 Review, track, and process all Contractor submittals, such as CPM Schedules, Requests for Information (RFI’s), shop drawings, material submittals, claims, and pay requests.
- 4.7 Conduct weekly project meetings to discuss the project status and upcoming work. Prepare meeting minutes and distribute to all parties.
- 4.8 Conduct coordination (pre-activity) meetings prior to all major project activities and traffic control shifts.
- 4.9 Prepare and submit to the County Project Manager monthly, a Construction Status Report (CSR), in an acceptable format.
- 4.10 Make a video of the pre-construction conditions throughout the project limits.

Provide a digital photo log or video of project activities, with heavy emphasis on areas of real/potential public controversy. Provide the County with a copy of the DVD and photo log.

4.11 Utilize digital cameras for photographic documentation of pre-construction state and of noteworthy incidents or events during construction. File and maintain photos on computer. Begin taking photos the day prior to the start of construction and continue regularly throughout the project. Log all photos and provide a copy to the County upon project completion. Photographs shall be taken the days of Substantial Completion and Final Acceptance.

5. Utility Coordination: Monitor utility coordination such that it is in reasonable conformance to the plans and specifications.

6. Traffic Signalization: Support the Contractor's work related to installation, testing, configuration, integration, and operation of the signalization elements in coordination with the County. Witness signalization testing for each subsystem as well as the overall system.

7. Quality Assurance (QA) Program:

7.1 Quality Reviews: Conduct semi-annual reviews to make certain the organization is in compliance with the requirements cited in the Scope of Services. This shall be done at no cost to the County. Quality Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the County Project Manager in written form not later than one (1) month after the review.

7.2 QA Plans: Within thirty (30) days after receiving award of an Agreement, the Consultant shall furnish a QA Plan to the County 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. No payment will be made to the Consultant until the County approves the QA Plan for use on the project.

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:

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

7.2.2 Quality Review: Detail the methods used to monitor and achieve organizational compliance with Agreement requirements for services and products.

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

7.2.4 Control of Subconsultants and Vendors: Detail the methods used to control subconsultants and vendor quality.

7.2.5 Quality Assurance Certification: An Officer of the Consultant firm shall provide to the County a "Quality Assurance Certification" that certifies that the inspection/documentation was performed in compliance with FDOT and County documents and procedures.

7.3 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 action taken. These records shall be available to the County, upon request, during the Agreement term. All records shall be kept at the job site and shall be subject to audit review by the County. Upon completion of the project the documents will be arranged in an acceptable manner consistent with the County File Management System and transmitted to the County for storage.

8. Final Estimate: Prepare documentation and records in compliance with the Consultant's approved QA Plan and County procedures. Submit the Final Estimate documenting Contractor's work as follows:

8.1 Submit the Final Estimate within thirty (30) calendar days of final acceptance; or

8.2 Where all items of work are complete and conditional/partial acceptance is utilized (lighting, plant establishment, etc.) for a period exceeding thirty (30) calendar days, the final estimate will be due on the thirtieth (30th) day after conditional/partial acceptance. A memorandum with documentation will be transmitted to the County Project Manager at final acceptance detailing any necessary revisions to the pay items covered under the conditional/partial acceptance.

9. Agreement Management:

9.1 General: With each monthly invoice submittal, the Consultant Project Manager will provide a reviewed and approved Status Report for the Agreement. This report will provide an accounting of the additional Agreement calendar days allowed to date, and estimate of the additional Agreement calendar days anticipated to be added to the original Agreement schedule time, an estimate of the Agreement completion date, and an estimate of the consultant funds expiration date.

9.2 When the Consultant identifies a condition that will require a Modification to the Agreement, the Consultant Project Manager will communicate the need to the County Project Manager for an approval in concept. Once received, the Consultant shall prepare and submit the modification, and all accompanying documentation to the County Project Manager for further processing. The content and format of the modification and accompanying documentation shall be in accordance with instructions and format to be provided by the County.

10. Subconsultant Services: Upon written approval by the County Project Manager, and prior to performance of the work, the Consultant may subcontract for engineering surveys, materials testing, monthly aerial photographs, or specialized professional services.

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

