

September 18, 2025

Attention: Casetra Thompson  
Assistant Chief Procurement Officer  
Purchasing and Contract Administration Division  
City of Delray Beach | 100 NW 1st Avenue  
Delray Beach, FL 33444

**Reference: RFQ No. 2025-030 Construction Engineering & Inspection Services  
Project No. 20-015 / FDOT LAP Project No. 441586-1-58-01  
Lindell Boulevard Loop Connection to Brant Bridge  
(Along Blue Jay Turn, Carl Bolter Drive & Avocet Road)**

Dear Mrs. Casetra:

We are pleased to submit this letter as confirmation of the services requested in connection with the construction engineering & inspection services for the Lindell Boulevard Loop Connection to Brant Bridge (along Blue Jay Turn, Carl Bolter Drive & Avocet Road). This project is partially funded by the Local Agency Program (LAP) with oversight by the Florida Department of Transportation (FDOT). HBC Engineering shall be responsible for the entire and complete grant administration and compliance, reporting, interviewing, updating, etc., of the following FDOT LAP Grant for Lindell Boulevard Loop Connection to Brant Bridge (along Blue Jay Turn, Carl Bolter Drive & Avocet Road).

This proposal outlines our understanding of the proposed scope of services, fees, and authorization procedures.

Regards,

**HBC Engineering Company**



**Christopher Soto, PE, RSO**  
CEI Director / Senior Project Engineer

**SCOPE OF SERVICES**  
**LINDELL BOULEVARD LOOP CONNECTION TO BRANT BRIDGE**  
**(ALONG BLUE JAY TURN, CARL BOLTER DRIVE & AVOCET ROAD)**  
**PROJECT NO. 20-015 / FDOT LAP PROJECT NO. 441586-1-58-01**  
**CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES**

**I. SCOPE OF SERVICES****1.1 PROJECT HISTORY AND BACKGROUND**

Following from a 2018 application, the City of Delray Beach (City) was awarded a federally-funded grant by the Transportation Planning Agency of Palm Beach County (TPA) under its Local Initiatives Program for “widening and/or restriping roadways to provide designated bike lanes, construction of pedestrian facilities, shared use paths, greenway/trail corridors bike and pedestrian supporting facilities” for Lindell Boulevard Loop Connection to Brant Bridge (along Blue Jay Turn, Carl Bolter Drive & Avocet Road).

**1.2 SUMMARY OF WORK**

The selected Proposer (hereinafter in this Scope referred to as Consultant) shall provide civil engineering and construction services to construct curbs, sidewalks, ADA accommodations, shared use paths, drainage, swales, utilities, pedestrian lighting, signage, sanitary sewer rehabilitation, roadway pavement preservation/rehabilitation, and pavement markings. The Consultant will provide Construction Engineering and Inspection (CEI) services in accordance with FDOT/LAP requirements and City policies, procedures, standards, and requirements for approximately 1/3-miles roadway, utility, drainage, accessibility, shared use paths, lighting, and landscape improvements. These are federally funded projects, and the selected Consultants shall be pre-qualified by the Florida Department of Transportation.

The Consultant shall take the following into consideration while performing their services:

Lindell Boulevard Loop Connection to Brant Bridge  
(along Blue Jay Turn, Carl Bolter Drive & Avocet Road)

The project is a Complete Streets initiative which will enhance environments for all road users, including motorists, cyclists, and pedestrians. The project will include shared-use paths and/or sidewalks. ADA accessibility will be improved with the installation of curbs and ADA ramps. Milling and resurfacing and pavement markings will be completed along the entire corridor. Pedestrian scale-lighting will be included where share path is installed along Blue Jay Turn, Carl Bolter Drive & Avocet Road. Drainage with implementation of exfiltration trenches and swales will be improved along the project as needed. Sanitary sewer lining and rehabilitation will be incorporated along Carl Bolter Drive. All the work mentioned will be completed within the existing right of way.

Note: The selected proposers’ actual scope of services, duties and responsibilities and fees for this Project shall be negotiated and agreed upon with the City and incorporated into the selected proposers’ contract.

**1.3 CONSTRUCTION ADMINISTRATION AND ENGINEERING**

The Consultant shall provide construction engineering services to include, but not be limited to:

**1.3.1 Constructability Field Review** – CEI Consultant shall conduct a field review of the Contract Drawings with the awarded Contractor to determine if there are any constructability issues, conflicts not shown, or any Contractor proposed cost saving changes. The intent is to address these items prior to construction. CEI Consultant will coordinate a meeting with

the City and Engineer of Record to discuss any issues discovered and recommendations to resolve. The meeting shall be documented with minutes. CEI shall sign and acknowledge engineering plans that have been reviewed and all comments or recommendations have been brought to the attention of the of the EOR (any changes shall be made via addendum) and the City prior to the award of contract with the Contractor.

**1.3.2 Preconstruction Meeting** – CEI Consultant shall prepare an agenda and facilitate the pre-construction meeting with the City's awarded Contractor and City staff. CEI Consultant will coordinate with all associated permitting Agencies to attend the meeting. CEI Consultant will prepare and issue written minutes of pre-construction meeting.

**1.3.3 Submittal Review** – CEI Consultant shall receive, log, and review and approve/reject all shop drawings and submittals (including method of handling traffic) for general conformance with the design intent and provisions of the Contract Documents. CEI Consultant will review and return submittals to City and Contractor within 14 calendar days of receipt. A detailed submittal log shall be maintained and updated throughout the project duration including, but not limited to, dates submitted, received, reviewed, returned along with a record of review comments.

**1.3.4 Progress Meetings** – CEI Consultant shall attend construction progress meetings with the City and Contractor. CEI Consultant shall conduct at least one (1) formal progress meeting per month with an agenda and written summary of the issues discussed.

**1.3.5 Pay Estimate Review** – CEI Consultant shall review monthly payment applications submitted in a format acceptable to the City. CEI Consultant shall verify the quantities and invoiced amount as represented on the pay request and make a written recommendation to the City to proceed with the payment as requested, or as modified based on CEI Consultant review.

**1.3.6 Construction Schedule Review** – CEI Consultant shall monitor the construction schedule and review the Contractor's 2-week look ahead schedule with CEI Consultant's inspector. CEI Consultant shall report to the City any condition that may cause project delay. If schedule slippage is identified, CEI Consultant will notify the Contractor in writing and request the Contractor to provide a recovery plan and an updated schedule.

**1.3.7 Construction Clarifications** – CEI Consultant shall respond in writing to Contractor's Request for Information (RFI) regarding the Contract Documents. CEI Consultant shall coordinate with Engineer of Record (EOR) as required to issue design interpretations and clarifications of the Contract Documents, along with associated support materials, as requested by the Contractor. These interpretations will be rendered, and a response prepared and submitted to the Contractor in a timely manner. A detailed RFI log shall be maintained and updated throughout the project duration including, but not limited to, dates submitted, received, reviewed, returned along with a record of responses.

**1.3.8 Construction Claims and Changes** – CEI Consultant shall prepare, review, and negotiate City requested or Contractor initiated Field Order (FO), Work Change Directive (WCD), or Change Order (CO) during the construction period. CEI Consultant will review, discuss recommendations with City all Contractor delay claims or requests for additional compensation within the construction period. CEI Consultant shall respond to the Contractor's claims in accordance with the Contract Documents. **CEI shall not verbally, or**

**in writing execute any change orders with the Contractor. The City has sole authority to execute change orders.**

**1.3.9 Quality Assurance (QA) Program** – CEI Consultant shall develop a QA Plan and furnish the QA Plan to the City's Project Manager for approval. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the CEI Consultant's organization for providing services pursuant to this scope. CEI Consultant shall maintain all necessary records for QA Plan compliance and initiate QA Plan Review to make any necessary revisions during the construction period.

**1.3.10 Tracking & Oversight of Material Samples** – CEI Consultant shall track and oversee Contractor's Testing Lab for all specified material certifications, samples, and testing, while verifying Chain of Custody. CEI Consultant shall also review signed and sealed reports from testing agencies for compliance.

**1.3.11 Certification of Construction Completion** – CEI Consultant shall notify the City and Contractor in writing once the Project is deemed to meet contract completion milestones. CEI Consultant shall certify based on visible inspections, and review of testing reports that the project was constructed in general conformance with the Contract Documents and all permit Conditions.

**1.3.12 Public Records Request Assistance** – CEI Consultant shall assist the City project manager with any public records request received regarding this project. CEI Consultant shall gather and provide all required information in a timely manner.

**1.3.13 Substantial Completion and Final Completion Inspections** – In conjunction with City staff, CEI Consultant shall make preliminary and final inspections at Substantial Completion (SC) and Final Completion (FC). CEI Consultant shall prepare a Project Completion "punch list" after preliminary inspection at SC and FC. CEI Consultant shall review completion of identified punch list items before final inspection to assist in the determination that if SC or FC has been achieved by the Contractor. CEI Consultant shall advise the City and provide formal notice to the Contractor once SC or FC of the project has been reached in accordance with the Contract Documents.

**1.3.14 Record Drawings** – CEI Consultant shall review monthly progressive as-built record drawings from the Contractor and provide comments to achieve the final set of signed and sealed as-built record drawings upon FC.

**1.3.15 Coordination with City and Private Utility Companies** – CEI Consultant shall provide a representative to coordinate with City Utilities Department and all private utility providing overhead and underground utilities. CEI Consultant's representative shall attend utility coordination meetings. CEI Consultant shall also monitor Contractor's baseline and updated construction schedules to verify that the any necessary utility relocations do not impact the Contractor's work sequence and notify the City and Contractor when and if the relocation work affects the Contractor's schedule.

**1.3.16 Project Commissioning** – CEI Consultant shall provide assistance, as requested, to the Contractor and City to implement project commissioning and turnover to City's O&M staff. Duties will include, but not be limited to, assisting with the planning and scheduling of facilities start-up, including equipment testing, personnel training, operational demonstration, turnover and warranty initiation.

**1.3.17 Project Closeout** – In conformance with contract documents, CEI Consultant will review, and deliver to the City Project Manager, the required contract documentation to be submitted by the Contractor as listed under the construction agreement. In addition, the Consultant will provide one complete set of final shop drawing submittals and the Contractor's field mark-up drawings demonstrating any construction deviations from the original construction plans.

#### **1.4 INSPECTION SERVICES**

The Consultant shall provide one (1)-full-time (40 hours per week) inspector during construction of the work for the entire duration of the contract. The inspector shall have experience in construction of roadways and all the scope of work depicted on the RFQ, which relates to the project.

Activities performed by Consultant under this task consist of furnishing Inspector during the construction of the project, to observe the quality of the construction work, and to determine, in general, if the construction is proceeding in accordance with the Contract Documents so that an engineering certification can be made in accordance with City and outside agency permit requirements.

The consultant will verify the correct wage table is in the contract and posted on the jobsite Bulletin Board, conduct monthly reviews of the Job-site Bulletin Board, submit daily work reports on a weekly basis or as required by the Oversight Compliance Specialist assigned to this project. We will conduct and review Employee EEO labor interviews with Contractor's employees, as per FDOT LAP requirements for contractors to ensure that all DBE and EEO/AA subcontractors are paid timely, and payments are verified. The inspector will report, in writing to the City and the Contractor, and issue a non-compliance notice whenever the work is unsatisfactory, faulty, defective, does not conform to the Contract Documents, does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to any payment request.

The Consultant shall provide inspection services to include, but not be limited to:

- Serve as owner's representative with construction Contractor, working principally through the Contractor's Superintendent and assisting him in understanding the intent of the Contract Documents.
- Provide daily reports and submit it daily to CEI Consultant for approval. Daily report should document all Contractor and Subcontractor personnel, all equipment on-site, whether it is idle or not, materials, quantities of work performed, weather condition, daily narrative of site activities, and any other necessary information. Daily report should include photographic documentation of construction activities daily. Also, CEI will maintain project documents and ensure files are up to date and current and are in accordance with the Federal requirements and final submittals. We will verify the goals of the anticipated DBE statements are met per the established Federal and State regulations, conduct commercially useful functions for all DBE subcontractors, ensure all DBE subcontractors are paid timely and verify payments and review and maintain Sub-Contracts in the compliance files as required. Along with daily reports of construction our inspection staff will collect material tickets for materials delivered or incorporated in the project. Including all Buy America certifications required by law. We

will ensure all material meets the contract specifications and all applicable City, County, State, and/or Federal requirements and are uploaded into GAP.

- Verify that the Contractor is complying with National Pollutant Discharge Elimination System (NPDES) and Stormwater Pollution Prevention Plan (SWPPP) plans, which are required by the Contractor to maintain during construction.
- Ensure that Contractor is complying with all City, State and Federal safety standards and that there is strict adherence to approved Maintenance of Traffic (MOT) plans.
- Conduct full-time on-site observations and inspections of the work in progress to assist in determining if the work is proceeding in accordance with the Contract Documents and that completed work conforms to the Contract Documents. Consultant's inspector shall report, in writing to the City and the Contractor, whenever Consultant believes that work is unsatisfactory, faulty, defective, does not conform to the Contract Documents, does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to any payment request. Inspections by CEI shall be conducted and approved prior to any concrete work being placed.
- Accompany visiting inspectors representing permit or regulatory agencies having jurisdiction over the project. Record in writing, the outcome of these inspections and report to City.
- Consider and evaluate construction Contractor's suggestions for modifications in drawings or specifications and report them to the City, in writing. CEI Consultant's Construction Manager shall make recommendation for action by the City.
- Review Contractor's as-built record drawing information on a monthly basis to confirm proper updates are being made.
- Assist the Contractor in coordinating all required materials and density testing, as required by the Construction Documents.
- Inspectors shall work with the Contractor and develop a daily pay item quantity sheet (based on the approved Schedule of Values) to be reviewed and accepted each day agreeing to the quantities of Schedule of Value items installed.
- Complete Capital Improvement Projects Close-Out Checklist.
- Complete the City of Delray Beach's Contractors Past Work Performance Evaluation monthly (with each pay application).
- Perform inspections relating to steel and concrete formwork prior to concrete placement.
- Comply with all LAP Agreements / F.A.P. No. D423-052-B, Reporting and Reimbursement Requests on behalf of the City.

#### **LIMITATIONS OF AUTHORITY**

Limitations of inspector's authority, except upon written instructions from the City:

- Shall not exceed limitations on CEI's authority as set forth in the Contract Documents.

- Shall not undertake any of the responsibilities of Contractor, Subcontractors or CEI Construction Manager, or expedite the work.
- Shall not issue directions relative to any aspect of means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
- Shall observe and oversee but not participate in specialized field or laboratory tests.

## **II. PUBLIC OUTREACH**

The Consultant shall provide a Public Information Officer (PIO) to provide public outreach services and be proactive in keeping the community aware of the status and traffic impacts of the referenced project.

The Consultant shall provide public outreach services to include, but not be limited to:

- Consultant needs to be involved with residents daily to keep the residents well-informed regarding what the Contractor is going to do each week. Weekly Drone Photographs shall be supplied in a GIS linked Website established by Consultant.
- With approval from the City's designee, prepare and disseminate information to the public, elected officials and the media regarding any upcoming events, which will affect traffic flow.
- Produce and distribute all publications (letters, door hangers, mail notifications to homeowners (including postage), flyers, brochures, and news releases to the public) necessary for this construction contract. Prior to release, the City's designee will approve all responses, letters, provide drone photography, news releases, and the like.
- The PIO shall establish a continuously updated webpage, provide timely and professional responses to project inquiries including emails, telephone calls, etc. and coordinate public information meetings, open houses, and community meetings as directed by the City's representatives.
- Consultant shall maintain a website linked to the City's website and provide current and accurate information weekly, at a minimum. The website must be capable of receiving email inquiries regarding the project and be linked to the City's Website. The website will be operational for the duration of this contract.
- The Consultant shall administer a project hotline and create and maintain a log of resident concerns including name, contact information, type of concern, date received and status of resolution. The complaint log needs to be updated shared with City project manager weekly, at a minimum.
- Consultant will support the City in providing ongoing public information and education about the project and construction progress activities.
- Consultant will support the City in resolving individual complaints or issues from concern log.

## **III. ADMINISTRATIVE SERVICES**

CEI Consultant shall provide all software and hardware necessary to efficiently and effectively conduct all responsibilities mentioned above. 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 full responsibility for any risk of loss or damage.

**IV. SURVEYING (OPTIONAL ADDITIONAL SERVICES)**

CEI Consultant shall provide a surveyor, licensed in Florida, to check or establish the survey control baseline(s) along with sufficient baseline control points and benchmarks at appropriate intervals along the project in order to (if required):

- Perform engineering inspections for compliance with City, State, and Americans with Disabilities Act (ADA) regulations, at Consultant’s expense.
- Facilitate any permits, easements, recording of easement, additional inspections requiring survey including public outreach, right-of-way, or landscape removal coordination.
- Conduct property easement or land acquisition boundary surveys or legal sketch & descriptions.

**V. MATERIAL VERIFICATION AND TESTING (OPTIONAL ADDITIONAL SERVICES)**

Consultant will provide material sampling services. Material testing will adhere to the LAP Manual and the Federal Highway Administration Contract Administration Core Curriculum Manual (FHWA CACCM). Consultant will assist with soil material testing, including modified proctor, organic content, and soil classification within the project limits. Additionally, Consultant will provide a CTQP Asphalt Plant Inspector to monitor the contractor’s asphalt plant activities in general accordance with the requirements for Section 334 Asphalt Concrete for LAP (Off-System) specifications. Paving Technician as needed, along with density reports, project management, and administrative support. This will include verifying contractors are batching and testing in accordance with their Quality Control Plan.

**VI. SUBCONSULTANTS**

<b>Subconsultant Name</b>	<b>Specialty / Expertise</b>
E Plus Engineering and Construction, LLC Manuel G. Vera & Associates, Inc. Media Relations Group, LLC Diaz Muphy & Associates, CES	Construction Administration & Engineering Surveying Public Outreach Material Verification & Testing

**VII. COMPENSATION**

<b>SUMMARY OF COMPENSATION</b>			
<b>Task or Activity ID #</b>	<b>Major Task Name and/or Activity Description</b>	<b>Fee Amount</b>	<b>Fee Basis</b>
1.3	Construction Administration & Engineering	\$267,120.00	Lump Sum (NTE)
1.4	CEI Inspections	\$253,280.00	Time & Materials (NTE)
2.0	Public Involvement	\$15,085.09	Time & Materials (NTE)
4.0	Surveying (Optional Additional Services)	\$10,000.00	Time & Materials (NTE)
5.0	Material Verification & Testing (Optional Additional Services)	\$6,755.00	Time & Materials (NTE)
	<b>Grand Total (Tentative):</b>	<b>\$552,240.09</b>	

Compensation for Task 1.3 **CONSTRUCTION ADMINISTRATION & ENGINEERING** of Consultant's services described herein shall be rendered by the City monthly, and on a Lump Sum per Task, Percentage of Completion basis in accordance with Task Values specified in Attachment B (See attached Sample).

Compensation for Task 1.4 **INSPECTION SERVICES**, and Task 2.0 **PUBLIC OUTREACH** of Consultant's services described herein shall be rendered by the City monthly, and on an Hourly basis in accordance with Task Hourly Rate Values specified in Attachment B (See attached Sample).

Compensation for Task 4.0 **SURVEYING (OPTIONAL ADDITIONAL SERVICES)** and Task 5.0 **MATERIAL VERIFICATION & TESTING (OPTIONAL ADDITIONAL SERVICES)** of Consultant's services described herein shall be based on Specific Work Requests (SWR) authorized by the City, and will be rendered by the City monthly, and on an Hourly basis in accordance with Task Hourly Rate Values specified in Attachment B (See attached Sample).

Compensation for Expenses in addition to hourly based services described in Task 2.0 **PUBLIC OUTREACH** will be as requested and agreed to by the City and will be invoiced as actually incurred by the Consultant and will be supported by its third-party vendors' invoices. Consultant's estimates for those expenses are indicated in attached Attachment XXX (Please provide estimate of expenses). Consultant shall submit an invoice to the City, each month, after the services have been performed and have been received and accepted by the City.

### **VIII. AUTHORIZATION**

To authorize HBC to proceed with the CEI Project Management & Inspections, Public Involvement, and Surveying services for the proposed contract, as outlined herein, please sign below and return one copy to us. The return of this signed agreement shall constitute Notice to Proceed (NTP). This offer is valid for the next 30 days.

We appreciate the opportunity to assist you with these services. If you have any questions in the interim, please contact us.

#### **PROPOSAL OFFER**

HBC ENGINEERING COMPANY  
9675 NW 117th Ave, Suite 305,  
Miami, FL 33178



\_\_\_\_\_  
Christopher Soto, P.E., R.S.O.  
CEI Director / Senior Project Engineer  
September 18<sup>th</sup>, 2025

#### **ACCEPTANCE OF PROPOSAL**

City of Delray Beach  
Purchasing and Contract Administration Division  
100 NW 1st Avenue  
Delray Beach, FL 33444

\_\_\_\_\_  
Name and Signature

\_\_\_\_\_  
Date

**SCOPE OF SERVICES (Supplement) - ATTACHMENT A**

**I. DESCRIPTION** - 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 by HBC Engineering Company. ("CONSULTANT").

This scope of services document supplements Section 3 Scope of Services, as prescribed in Bid RFQ 2025-030 Legal Advertisement.

The projects for which the services are required are:

CITY Project No.: 20-015  
 Financial Project IDs: 441586-1-58-01  
 Federal Project No.: D424-022-B  
 Descriptions: CEI Services for Lindell Boulevard Loop Connection to Brant Bridge (along Blue Jay Turn, Carl Bolter Drive & Avocet Road)

The CONSULTANT will serve as the CITY of Delray Beach ("CITY") representative on the projects and faithfully represent the CITY'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.

Services provided by the CONSULTANT shall comply with applicable Department and CITY manuals, procedures, and FDOT LAP Program.

**II. GENERAL** - The CONSULTANT will provide services as necessary to administer the construction contracts in a manner to determine that the project is constructed in reasonable conformity with the plans, specifications and contract provisions.

The anticipated construction duration for the projects are:

Financial Project ID:	Description:	Days:
441586-1-58-01	CEI Services for Lindell Blvd. Loop Connection	365

For estimating purposes, the CONSULTANT will be allowed an accumulation of 30 calendar days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed on the first project and 30 calendar days to demobilize after Final Acceptance of the last Construction Contract.

**III. CONSTRUCTION ADMINISTRATION AND ENGINEERING SERVICES**

- 1) The CONSULTANT shall advise the CITY of any omissions, substitutions, defects, and deficiencies noted in the work of the Contractor or contract documents and any corrective action taken. On the basis of on-site observations, the CONSULTANT shall endeavor to guard the CITY against defects and deficiencies in the work. The CONSULTANT shall not have control over or charge of and should not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the contractor's responsibility under the contract for construction. The CONSULTANT shall not have control over or charge of acts or omissions of the Contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the construction. (RFQ 3.3.1)
- 2) Upon construction commencement, the CONSULTANT shall conduct pre-construction conferences, biweekly construction progress meetings, field visits, utility inspections, jurisdictional agency review or inspections design-to-construction hand-

off or other similar meetings. Minutes of meetings shall be documented and distributed. (RFQ, 3.3.2, 3.3.4)

- 3) CONSULTANT shall review shop drawing submittals to determine satisfactory compliance with the project plans and specifications, noting his approval or stipulations. CONSULTANT shall determine the acceptability, subject to CITY approval, of substitute materials and equipment proposed by the Contractor and receive and review (for general content as required by the specifications) maintenance operating instructions, schedules, guarantees and certificates of inspection, which are to be assembled by the Contractor in accordance with the contract. (RFQ 3.3.3)
- 4) The CONSULTANT shall provide quantity tracking and documentation for the purpose of verifying the Contractor's monthly certified request for payment. Supporting documentation will be maintained by the CONSULTANT and turned over to the CITY at project closeout for any necessary record retention. (RFQ 3.3.5)
- 5) The CONSULTANT will 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, utility work, 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. (RFQ 3.3.6, 3.3.15)
- 6) From time to time during construction, the CONSULTANT may be requested by the CITY or its designated representative to review Contractor proposed field changes or to respond with a recommended solution to remedy particular field situations not covered by the plans and specifications. (RFQ 3.3.7)
- 7) CONSULTANT shall assist the CITY with the interpretation of the plans, specifications and contract provisions and shall consult with the CITY when an interpretation involves complex issues or may impact the cost and duration of performing the work. Prior to any modifications to the construction plans or specifications, CONSULTANT shall assist the CITY with analyzing proposed changes to the plans, specifications or contract, and subsequently obtaining approval from the LAP Administrator prior to proceeding. (RFQ 3.3.8)
- 8) The CONSULTANT will conduct 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 annual reviews shall be submitted to the Construction Project Manager in written form no later than one (1) month after the review. (RFQ 3.3.9)
- 9) The CONSULTANT will 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. The CONSULTANT shall be required to observe the Contractor during the various operations performed to ensure the materials and methods used by the Contractor shall conform to the construction plans, engineering specifications, and contract. (RFQ 3.3.10)

- 10) The CONSULTANT will prepare final estimate and as-built plan documentation and records in compliance with the Agreement, Contract Documents and CITY procedures. Duly authorized representative of the CONSULTANT firm will provide a digitally signed form pursuant to CITY and Department procedures. (RFQ 3.3.11, 3.3.14)
- 11) CONSULTANT shall provide professional services to administer the construction contract in a manner so as to assure that the project is constructed in substantial compliance with the construction plans, specifications and contract provisions. (RFQ 3.3.13)
- 12) CONSULTANT shall assist the CITY with monitoring the project to the extent necessary to determine whether construction activities violate the requirements of the permits and if so determined, notify the Contractor of any violations or potential violations and require him to immediately resolve the problem. (RFQ 3.3.13)
- 13) The CONSULTANT will monitor and document utility construction progress to be performed by Utility Agencies. Facilitate coordination and communication between Utility Agency's representatives, CITY's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including CITY, Department and Local Government owned facilities. (RFQ 3.3.15)
- 14) The CONSULTANT will prepare and upload construction documentation into the FDOT's GAP Application (RFQ 3.3.17)
- 15) CONSULTANT shall provide project Construction Engineering and Inspection (CEI) oversight services for the Lindell Boulevard Loop Connection to Brant Bridge (Along Blue Jay Turn, Carl Bolter Drive & Avocet Road) Project.
- 16) The CITY shall provide construction plans, documents and engineering specifications for the projects.
- 17) Original design files, construction plans and specifications shall be provided to the CONSULTANT by the CITY and shall not be modified unless under the direct written request of the CITY. The projects under this agreement have been approved through the Florida Department of Transportation Local Agency Program (LAP). A copy of the LAP agreement, whose guidelines shall be followed by the CONSULTANT, will be provided to the CONSULTANT by the CITY.
- 18) The CONSULTANT will obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification upon request.
- 19) The CONSULTANT shall provide a Resident Compliance Specialist for surveillance of 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 Davis-Bacon Wage Determinations and related Acts, EEO Affirmative Actions for the prime contractor and subcontractor, 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 CITY and FDOT LAP Compliance Office with any reviews.

- 20) CEI CONSULTANT services shall also include attending any meetings with the CITY, Department, Palm Beach County or other jurisdictional agency to resolve any question.

#### **IV. INSPECTION SERVICES**

- 1) The CONSULTANT will monitor the Contractor's on-site construction activities and inspect materials in accordance with the Contract Documents 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.
- 2) The CONSULTANT will maintain an adequate level of on-site surveillance of the Construction Contractor's activities.
- 3) The CONSULTANT will monitor and inspect Contractor's Temporary Traffic Control Plan and review modifications to the Temporary Traffic Control Plan, including any Alternate Traffic Control Plan. CONSULTANT employees performing such services shall be qualified in Maintenance of Traffic Control.
- 4) The CONSULTANT will track and perform sampling and testing of component materials and completed work in accordance with the Contract Documents. Provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance where required by the Contract Documents.
- 5) The CONSULTANT will provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction. These photographs will be filed and maintained on the CONSULTANT's computer using a digital photo management system.
- 6) The CONSULTANT will 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.
- 7) The CONSULTANT will equip vehicles with appropriate safety equipment and to effectively carry out the requirements of this Agreement.
- 8) The CONSULTANT will provide each inspection staff with a laptop computer running necessary applications through using a mobile broadband connection at the jobsite.

#### **V. PUBLIC OUTREACH**

The CONSULTANT will Provide Community Outreach Services and be proactive in keeping the community aware of the status and traffic impacts of the referenced projects With approval from the CITY's designee, prepare and disseminate information to the public, elected officials, and the media of any upcoming events, which will affect traffic flow. Produce and distribute all publications (letters, flyers, brochures, and news releases) necessary for this contract. Prior to release, the CITY's designee will approve all responses, letters, news releases, etc. Provide timely, professional responses to project inquiries including emails, telephone calls, etc. Coordinate public information meetings, open houses, community meetings as directed by the CITY's representatives.

## **VI. SURVEY CONTROL**

Where required, 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.

## **VII. ASPHALT PLANT VERIFICATION**

The CONSULTANT will provide Asphalt Plant Inspection services for asphalt verification. An FDOT CTQP Asphalt Plant Level II Inspector will monitor the contractor's asphalt plant activities for general accordance with the requirements of Section 334 Asphalt Concrete for LAP (Off-System) projects. This will include verifying contractors are batching and testing in accordance with their Quality Control Plan.

## **VIII. CONCRETE TESTING**

The CONSULTANT will provide certified concrete strength testing services for verification. Services include curing, capping, and breaking of concrete cylinder test specimens in general accordance with ASTM C39.

## **IX. STAFF HOURS AND INVOICING**

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.

The CONSULTANT shall provide monthly invoices for each project separately to the CITY with backup records, timesheets, and allowable public outreach expenses. A summary of actual hours used during the monthly period as compared to the original staffing plan hours will be provided for tracking overall progress. Only actual hours documented will be invoiced. Original hours for the project are those as provided in the attached Appendix "A". Fee structure are those as provided in the attached Appendices "D" Rates and Cost