



**EXHIBIT "A"
TASK ORDER NO. EDO06-030**

PASCO COUNTY OF ENGINEERING SERVICES DEPARTMENT

CONSTRUCTION ENGINEERING AND INSPECTION

SCOPE OF SERVICES

FOR

**TOMMYTOWN NEIGHBORHOOD NORTH TARGET AREA
(NORTH OF LOCK STREET)**

**PASCO WORK ORDER NO. X-9587.00
CHANGE ORDER NO. 4**

September 28, 2009

**Pasco County Engineering Services Department
Project Management Division
4454 Grand Boulevard
New Port Richey, Florida 34652-5402**

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SCOPE OF SERVICES CONSTRUCTION ENGINEERING AND INSPECTION (CEI) TOMMYTOWN NEIGHBORHOOD NORTH TARGET AREA (NORTH OF LOCK STREET) CHANGE ORDER NO. 4

1.0 – PURPOSE.

This Scope of Services describes and defines the work of the CEI CONSULTANT for the Tommytown Neighborhood North Target Area (North of Lock Street) – W.O. No. X-9587.00 (hereinafter referred to as PROJECT). This work shall be provided in connection with the Construction Contract for the PROJECT that will be performed by a Contractor for the COUNTY. Generally, the CEI work consists of preliminary utility coordination, construction engineering, resident engineering, inspection, and contract administration for the PROJECT. The Contractor will be responsible for quality control sampling and testing of PROJECT related materials. During the PROJECT, the COUNTY will employ a Geotechnical Consultant for quality assurance sampling and testing of PROJECT-related materials.

2.0 – SCOPE.

The CEI CONSULTANT shall be responsible for all construction engineering, resident engineering, inspection, and contract administration functions as defined in this Scope of Services and referenced manuals and procedures. The CEI CONSULTANT will also be involved with preliminary utility coordination. The CEI CONSULTANT shall utilize effective control procedures that will ensure that the construction of the PROJECT is performed in reasonable conformity with the Plans, Specifications, and other Contract Documents within the PROJECT duration.

The CEI CONSULTANT shall provide technical and administrative personnel, meeting the requirements set forth in this Agreement, in appropriate numbers and at the proper times to ensure that the responsibilities set forth in this Agreement are effectively carried out. All services shall be performed in accordance with the procedures and practices of the COUNTY. Prior to furnishing any services, the CEI CONSULTANT shall become familiar with the COUNTY standard procedures and practices as set forth in the referenced documents, and with informal procedures and practices for construction engineering, resident engineering, inspection, and contract administration used by the COUNTY. The CEI CONSULTANT shall maintain close coordination with the COUNTY and the Contractor in order to minimize any re-scheduling of the CEI CONSULTANT'S activities, due to construction delays or changes in scheduling of the Contractor's activities.

3.0 – ITEMS TO BE FURNISHED BY THE COUNTY TO THE CEI CONSULTANT.

The COUNTY shall furnish the following to the CEI CONSULTANT:

- A.) Three (3) sets of half-size construction plans.
- B.) Three (3) sets of the Contract Proposal including Technical Specifications.
- C.) An adequate supply of standard forms used by the COUNTY during construction.

4.0 – ITEMS TO BE FURNISHED BY THE CEI CONSULTANT.

- A.) Field Office - The Contractor for the PROJECT shall furnish a Field Office (See Section 14.0 of this Scope of Services) for the use of the COUNTY and CONSULTANT in accordance with the PROJECT Specifications. The CEI CONSULTANT shall furnish such other shelter,

storage, parking space and equipment as necessary to effectively carry out its responsibilities under this Agreement.

- B.) Equipment - The CEI CONSULTANT'S employees shall be easily identifiable. They shall wear the same unique hard hat in the field. The hat will meet all applicable safety standards and requirements. The CEI CONSULTANT will provide any necessary survey equipment, field engineering equipment, testing equipment, photographic equipment (including digital camera), tapes, rules and any other necessary items. Quantity and quality of the items shall meet with COUNTY approval.
- C.) Expenses - Routine expenses for the operation of the office, such as stamps, postal costs and other costs not covered by the COUNTY or the Contractor, will be the responsibility of the CEI CONSULTANT.
- D.) Communication - The CEI CONSULTANT will furnish and maintain a minimum of four (4) mobile radios or cell phones compatible with COUNTY equipment.
- E.) Microcomputer - The CEI CONSULTANT shall provide and have available for use in the Field Office, a microcomputer, modem, printer, software and internet service. This equipment shall be capable of providing necessary information, storage, processing, and transmittal and receipt via electronic mail in order to properly administer the PROJECT. Use of the microcomputer will be made available to the COUNTY when not being used by the CEI CONSULTANT. The microcomputer shall be furnished subject to the approval of the COUNTY. Ownership and possession of the microcomputer will remain at all times with the CEI CONSULTANT.
- F.) Vehicles - The CEI CONSULTANT shall provide a sufficient number of clearly identifiable vehicles (identified with the CEI CONSULTANT'S name) to maintain the necessary coverage of the PROJECT, and to adequately transport personnel and equipment as deemed necessary by the COUNTY. The COUNTY will provide the vehicles with necessary added features to safely carry concrete cylinders, density equipment, or any other equipment or materials as deemed necessary. Considering the terrain, soil and surface conditions of the project area, four-wheel drive vehicles will need to be provided.
- G.) Manuals and Guidelines - The CEI CONSULTANT shall be responsible for obtaining and maintaining a set of Manuals and Guidelines that are referred to in this Agreement or that are necessary in order to perform the work included in this Agreement.

5.0 – LIAISON AND COORDINATION.

The CEI CONSULTANT shall be fully responsible for carrying out all functions assigned to it by this Agreement on the PROJECT. All activities and decisions of the CEI CONSULTANT relating to the PROJECT shall be subject to review by the COUNTY. The CEI CONSULTANT shall provide coordination of all activities, correspondence, reports and other communications related to its responsibilities under this Agreement. The CEI CONSULTANT will be required to coordinate with all parties involved with the PROJECT or affected by the PROJECT. These parties include but are not limited to: COUNTY, Contractor, Geotechnical Consultant, Design Consultant, Private Utilities, Public Utilities, Permitting Agencies, etc. Construction engineering, resident engineering, inspection and contract administration forces will be required of the CEI CONSULTANT at all times while the Contractor is working on the PROJECT.

6.0 – GUIDELINES.

The work performed by the CEI CONSULTANT shall be in general compliance with applicable Florida Department of Transportation (FDOT) manuals and guideline publications. Current editions including updates, of the following Manuals and Guidelines shall be used in performance of the work. AASHTO English criteria will apply. The list is not arranged by priority.

- *FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways.*
- *FDOT Soils & Foundations Procedure Manual.*
- *FDOT Standard Specifications for Road and Bridge Construction as amended by County Technical Specifications.*
- *FDOT Roadway and Traffic Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System.*
- *FDOT Construction Project Administration Manual.*
- *FDOT Material Directives.*
- *FDOT Materials Sampling, Testing and Reporting Guide.*
- *FDOT Florida Sampling and Testing Methods.*
- *FDOT Project Engineer's Handbook.*
- *FDOT Qualified Product List.*
- *FDOT Field Sampling and Testing Manual*
- *FDOT Basis of Estimate and Computation Manual*
- *Pasco County Stormwater Practices Manual.*
- *Pasco County Surveying and Mapping Specifications.*
- *Pasco County Standards for Design & Construction of Water, Wastewater and Reclaimed Water Facilities.*
- *Manual of Uniform Traffic Control Devices.*

7.0 – PERSONNEL.

The CEI CONSULTANT'S Work shall be performed and directed by the key personnel identified in the proposal, negotiations, and/or presentations by the CEI CONSULTANT. The CEI CONSULTANT shall not subcontract, assign or transfer any work under the Agreement without the written consent of the COUNTY. CEI Subconsultants must be identified in the proposals, during the negotiations or at the presentations to the COUNTY. Such CEI Subconsultants shall be subject to the approval of the COUNTY. Any changes in the identified personnel shall be subject to the review and approval of the COUNTY. When directed by the COUNTY Project Manager, the CEI CONSULTANT or CEI Subconsultant personnel whose performance or behavior is determined to be unsatisfactory shall be immediately removed.

The CEI CONSULTANT shall provide a sufficient number of qualified personnel as necessary to effectively carry out its PROJECT responsibilities under this Agreement. The CEI CONSULTANT will utilize only competent personnel who are qualified by experience and education. The CEI CONSULTANT shall submit, in writing to the COUNTY Project Manager, current resumes of all proposed PROJECT personnel before employing them on the PROJECT. The resumes shall contain detailed information regarding education, background and experience. The CEI CONSULTANT shall obtain written approval from the COUNTY Project Manager prior to employing or substituting new personnel on the PROJECT. If the Construction Contract is delayed, suspended, or nearing completion, the CEI CONSULTANT'S forces shall be adjusted at the direction of the COUNTY Project Manager. The CEI CONSULTANT shall receive prior approval from the COUNTY for any necessary overtime on this PROJECT. The CEI CONSULTANT will not be compensated for travel time to and from the PROJECT.

8.0 – MEETINGS.

The CEI CONSULTANT shall attend and conduct the Pre-Construction Meeting and regularly scheduled Progress or other Meetings throughout the duration of the PROJECT. The CEI CONSULTANT shall be responsible for the notification and coordination of these meetings in order that the proper parties and personnel are invited to address PROJECT issues in a timely manner.

9.0 – CORRESPONDENCE AND RECORDS.

Copies of all written correspondence between the CEI CONSULTANT and any other party pertaining specifically to this work, shall be provided to the COUNTY for review and records within one (1) week of the sending or receipt of said correspondence. No changes should occur from unwritten communications. All records, reports, correspondence, and other data prepared by the CEI CONSULTANT that require authorization shall bear the signature of the person assigned to act in the capacity of the Resident Engineer, or such other person authorized to act on behalf of the Resident Engineer. All reports, records, correspondence and other material prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts, shall be considered works made for hire, and shall become the property of the COUNTY, and may be reused without additional compensation to the CEI CONSULTANT. The COUNTY has the right to visit the site for inspection of the work and review of the records of the CEI CONSULTANT at any time.

10.0 – PROJECT MANAGER.

The COUNTY will designate a COUNTY Project Manager who shall be the representative of the COUNTY for the duration of the PROJECT. While it is expected that the CEI CONSULTANT shall seek and receive advice from various state, regional, and local agencies, the final direction on all matters of the PROJECT remain with the COUNTY Project Manager.

11.0 – PROJECT REQUIREMENTS.

- A.) General - It shall be the responsibility of the CEI CONSULTANT to provide services as necessary to administer the construction contract in a manner so as to assure that the PROJECT is constructed in reasonable conformity with the Plans, Specifications, and other Contract Documents. The CEI CONSULTANT shall advise the COUNTY Project Manager in writing of any omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action taken. The Work provided by the CEI CONSULTANT shall, in no way, relieve the Contractor of the responsibility for the satisfactory performance of the Construction Contract.
- B.) Survey – The Contractor will be responsible for the survey and construction layout for PROJECT in accordance with the Contract Documents. However, the CEI CONSULTANT shall direct such survey as necessary, and perform regular and routine survey in support of its functions as construction engineer, resident engineer, inspector, and contract administrator.
- C.) Inspection – The CEI CONSULTANT shall provide personnel to monitor the Contractor's on-site construction operations, and to inspect all materials entering into the work as required to assure that the quality of workmanship and materials is such that the PROJECT will be completed in reasonable conformity with the Plans, Specifications, and other Contract Documents. The CEI CONSULTANT shall keep detailed, accurate records of the Contractor's daily operations and significant events that affect the PROJECT. The CEI CONSULTANT shall measure, count, and properly record the quantities of all pay items incorporated into the PROJECT. The CEI CONSULTANT shall check the quantities included in the Contractor's Pay Estimate for accuracy, and advise the Contractor and the COUNTY of any inaccuracies. The CEI CONSULTANT shall, in general, perform inspection services in accordance with the standard practices and procedures of the COUNTY and other accepted practices and procedures, as indicated in the Agreement or as may be appropriate.

D.) Testing – Generally, the quality control testing for this PROJECT will be the responsibility of the Contractor in accordance with the Contract Documents. The Geotechnical Consultant shall perform the quality assurance testing. However, the CEI CONSULTANT shall be responsible for: the general direction of the Geotechnical Consultant; receiving, reviewing and acting upon the reports of the Geotechnical Consultant; and performing regular and routine testing in support of its functions as construction engineer, resident engineer, inspector and contract administrator.

E.) Resident Engineering – The CEI CONSULTANT shall perform all resident engineering services necessary to: assure that proper coordination of the activities of all parties involved in completing the PROJECT is achieved; to maintain complete, accurate records of all activities and events relating to the PROJECT; to properly document all significant changes to the PROJECT; to provide interpretations of the Plans, Specifications and other Contract Documents; to make recommendations to the COUNTY to resolve disputes that might arise in relation to the Construction Contract; and, to maintain an adequate level of surveillance of the Contractor's activities.

The CEI CONSULTANT shall also perform any other engineering services normally assigned to a resident engineer that are required to fulfill its responsibilities under the Agreement. All recordation and documentation will be in accordance with COUNTY policies and procedures and good engineering practice. Resident Engineering responsibilities will include, but not be limited to, the following:

- Coordinate and conduct the Pre-Construction Meeting,
- Utility coordination and Utility Coordination Meetings,
- Coordinate and conduct the Weekly Progress Meetings,
- Perform inspections and review, correct and maintain Inspector Daily Reports,
- Maintain Roadway and Bridge Construction Log,
- Maintain Materials Log,
- Analyze, review and act upon Sampling and Testing Reports,
- Review, clarify and process submittals (See Submittals Section below),
- Compliance with permit requirements,
- Review maintenance of traffic and advise Contractor of necessary changes,
- Record noteworthy situations or events with still and/or video photography,
- Review, comment, verify and process Contractor Pay Estimates,
- Review, clarify and process Contract Document interpretation,
- Evaluation and processing of Contractor proposals,
- Analyze and recommend solutions to PROJECT issues,
- Analyze and recommend changes to Contract Documents,
- Analyze, negotiate, and process Change Orders,
- Analyze, negotiate, and process Allowance Authorization Releases (AAR's),
- Analyze, negotiate, and process time extension requests,
- Schedule and conduct Final Inspection,
- Review, comment, verify, and process as-built drawings,
- Compile and monitor completion of Punchlist items,
- Work with the COUNTY and the Contractor to closeout the PROJECT,
- Provide other construction engineering and resident engineering services as requested by the COUNTY.

F.) Contract Administration – The CEI CONSULTANT shall provide the necessary personnel and equipment to properly administer the PROJECT. The CEI CONSULTANT shall produce and maintain a neat and orderly set of PROJECT files at the Field Office location. The CEI CONSULTANT shall draft, process and transmit all PROJECT correspondence, Agenda

Items, Meeting Minutes, Change Orders, AAR's, and any other material necessary to properly document the PROJECT. Depending on the type and/or importance of the material, the CEI CONSULTANT shall obtain the signature of the COUNTY Project Manager. The CEI CONSULTANT shall work with the Contractor to develop the Pay Estimates, Change Orders, and AAR's in accordance with this Agreement and the Construction Contract.

12.0 – SUBMITTALS.

The CEI CONSULTANT will coordinate the distribution of all submittals from the Contractor. The CEI CONSULTANT shall maintain a log recording the times of receipt and distribution of such submittals. Such distribution shall be performed in a timely manner so that the PROJECT is not delayed or adversely affected. The CEI CONSULTANT will be responsible for the review of all roadway shop drawings, proposed substitutions, fabrication and installation drawings, erection drawings, catalog sheets, etc. in accordance with the Contract Documents. Such review shall also be conducted in a timely manner so that the PROJECT is not delayed or adversely affected.

The CEI CONSULTANT shall promptly respond to such submittals, with a copy of their response to be received by the COUNTY within ten (10) working days from the receipt of the submittals. Those responses shall be marked on the plans as either "NO EXCEPTION TAKEN," "MAKE CORRECTIONS NOTED," "AMEND – RESUBMIT," or "REJECTED – RESUBMIT." The CONSULTANT shall maintain a Submittal Log.

The CEI CONSULTANT shall review Requests For Information (RFI's) from the Contractor, which includes changes due to construction. The CEI CONSULTANT shall promptly respond to such submittals, with a copy of their response to be received by the COUNTY within forty-eight (48) hours from the receipt of the RFI.

13.0 – OTHER SERVICES.

The CEI CONSULTANT, upon written Notice to Proceed from the COUNTY, shall perform additional, related services as may be required by the COUNTY in connection with the PROJECT. The following items may be required by the COUNTY to supplement the CEI CONSULTANT'S services under the Agreement. Fees for such services, shall be negotiated.

- A.) The CEI CONSULTANT will assist the COUNTY in preparing documents for arbitration hearings or litigation that occur after the basic services are complete, in connection with the PROJECT.
- B.) The CEI CONSULTANT will provide qualified engineers and/or engineering technicians to serve as engineering witnesses, provide exhibits, and otherwise assist the COUNTY in any litigation or legal hearing in connection with the Construction Contract.
- C.) The CEI CONSULTANT will provide on/off-site PROJECT-related inspection services, above those in this Agreement.
- D.) In the event that the Contractor for the PROJECT submits a claim for additional compensation and/or time after the CEI CONSULTANT has completed its work under this Agreement, the CEI CONSULTANT will analyze the claim, prepare a recommendation to the COUNTY'S Project Manager, covering validity and reasonableness of the claim and/or assist in negotiations leading to settlement of the claim.

14.0 – FIELD OFFICE SPECIFICATION

Section 109-71 - Field Office.

General Requirements

The CONTRACTOR shall furnish an approved, insulated, weatherproof building or trailer solely for the use and occupancy of the COUNTY Project Manager. The building shall be erected at a location approved by the COUNTY Project Manager and shall be separate from any building used by the CONTRACTOR. The exact location shall be specified at the Preconstruction Conference. The COUNTY Project Manager's office shall continue to be operational and maintained for a period of one (1) month after Final Acceptance is issued.

Furniture and Equipment

The CONTRACTOR shall furnish the following furniture and equipment for the office for the COUNTY Project Manager:

- One (1) 36" X 8' folding table.
- Two (2) suitable office desks with drawers, locks and two (2) sets of keys.
- Two (2) office swivel chairs.
- Two (2) office straight-back chairs.
- One (1) 60" X 30" table.
- Four (4) metal folding chairs.
- One (1) draftsman stool.
- One (1) four (4) drawer, legal-size, steel filing cabinet with locks and keys.
- One (1) plan rack.
- Two (2) wastebaskets.
- One (1) 30" X 60" adjustable drafting table with drawers.
- One (1) copy machine (Canon C122F or equivalent).
- One (1) OSHA-approved fire extinguisher, one (1) electric drinking fountain and with water supplied and replenished at monthly intervals.
- One (1) calculator/adding machine with tape.

The furniture and equipment need not be new but must be in first-class, serviceable condition. The COUNTY Project Manager shall determine the acceptability of all items.

Construction Details

The COUNTY Project Manager's office shall have a minimum floor area of approximately 300 square feet and shall have three (3) self-contained offices (100 square feet minimum per office). The minimum ceiling height shall be seven (7) feet. Screens shall be provided for all exterior windows and doors.

The COUNTY Project Manager shall approve the type and layout of the heating and air conditioning systems. The heating system shall be adequate to maintain the inside space of the office to a temperature of 78°F with an outside temperature of 0°F. The CONTRACTOR shall provide any fuel required for heating purposes. The air-conditioning system shall be capable of maintaining an inside office temperature of 70°F with an outside air temperature of 100°F.

The office shall have an adequate electrical system, including lighting fixtures, outlets, lamps, wiring, switches, etc., as required.

One (1) telephone, one (1) telephone answering machine, and one (1) facsimile machine shall be provided. The telephones shall have private lines and shall be solely for the use of the COUNTY Project Manager and his/her staff. The telephone answering machine shall have the capability of remote message retrieval. The facsimile machine (HP OfficeJet or equivalent) shall be connected to a separate telephone line.

A system of plumbing and drains shall be provided in the office, including a separate room with lavatory, water closet, sink, and hot-water heater. A wall cabinet with a mirror shall also be provided. A portable outside toilet will not be acceptable. Water shall be provided from a potable source. All utilities (water, sewer, electric, and local telephone) shall be provided, maintained, and paid for by the CONTRACTOR throughout the life of the contract.

Other Requirements

The CONTRACTOR shall provide and maintain an adequate limerock, stone or slag driveway to the COUNTY Project Manager's office. A parking area adequate for six (6) cars shall also be provided adjacent to the COUNTY Project Manager's office.

Clearing and Restoration of Site

Upon authorization by the COUNTY Project Manager, the CONTRACTOR shall remove the COUNTY Project Manager's office, and fully restore the site to a neat appearance compatible with the surrounding area, including the removal and/or capping of utilities, removal of the temporary driveway and parking area, and the restoration of the turn in, in the affected areas.

Method of Measurement

Separate payment will be made for the field office. Payment will be made under Bid Item No. 109-71, Engineer's Field Office, Days.

END OF EXHIBIT "A"