

RESOLUTION NO. 23-164

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER WITH HALFF ASSOCIATES, INC. RELATING TO THE MULTI-USE TRAIL EAST EXTENSION – GAYLE’S TRAILS, IN THE TOTAL AMOUNT OF \$250,000; AND AUTHORIZING A BUDGET AMENDMENT TO APPROPRIATE FUNDS FOR THIS SERVICE.

BE IT RESOLVED that:

1. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Task Order to its Master Services Agreement for professional engineering services for Minor Roadway, Sidewalk and Trails with Halff Associates, Inc., relating to Multi-Use Trail East Extension – Gayle’s Trails, in the total amount of Two Hundred Fifty Thousand Dollars (\$250,000), in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.
2. The following budget amendment #36 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2022 and ending September 30, 2023, as shown in and in accordance with the **attached** and incorporated Exhibit B.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 27th day of April, 2023.

CITY OF PANAMA CITY BEACH

By: _____


Mark Sheldon, Mayor

ATTEST:



Lynne Fasone, City Clerk

**CITY OF PANAMA CITY BEACH
BUDGET TRANSFER FORM BF-10**

BA# 36

	LEDGER ACCOUNT	ACCOUNT DESCRIPTION	APPROVED BUDGET	BUDGET ADJUSTMENT	AMENDED BUDGET
TO	001-7201-572.65-21	Gayle's Trails	2,837,000.00	250,000.00	3,087,000.00
FROM	001-8100-999.95-00	Restricted Reserves	4,002,308.00	(250,000.00)	3,752,308.00
Check Adjustment Totals:			6,839,308.00	0.00	6,839,308.00

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:
 To appropriate funding from recreation impact fees for CEI services to be performed by Halff Associates in the amount of \$250,000 for the extension of Gayle's Trails

FINANCE REVIEW: _____
RESOLUTION #: _____
DATE: _____

COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 2023-01

DATE
4/17/2023

Reference is made to that certain AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND HALFF ASSOCIATES, INC., RELATING TO PROFESSIONAL ENGINEERING SERVICES FOR MINOR ROADWAY, SIDEWALK AND TRAILS dated December 28, 2021, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to Multi-Use Trail East Extension – Gayle’s Trails.

Engineer’s total compensation shall be (check one):
X a stipulated sum of \$ 250,000.00; or
_____ a stipulated sum of \$ _____ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,
Allowance of \$ _____ for _____, and
Allowance of \$ _____ for _____; or
_____ a fee determined on a time-involved basis with a maximum cost of \$ _____;

as set forth upon incorporated Attachment B, Fee Breakdown, and shall be paid in monthly installments as specified in the Agreement.

Work shall begin on _____, 2023, and shall be completed within _____ calendar days. The date of completion of all work is therefore _____, 2023. Liquidated delay damages, if any, are set at the rate of \$ 0.00 per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this task order by both Engineer and City, Engineer is directed to proceed.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names on the date shown.

Witness:

HALFF ASSOCIATES, INC.
By: _____ Date: _____

ATTEST:
_____ City Clerk

CITY OF PANAMA CITY BEACH, FLA.
By: _____ Date: _____
City Manager

EXHIBIT "A"

CONSTRUCTION ENGINEERING AND INSPECTION

SCOPE OF SERVICES

FOR

**Panama City Beach Multi-use Trail – East
GAYLE’S TRAILS**

Financial Project ID: 440282-1-54-01

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 and the referenced FDOT and City of Panama City Beach (City) specifications, manuals, and procedures.

The projects for which the services are required are:

Financial Project IDs: 440282-1-54-01
Descriptions: Gayle's Trails
County: Bay

Serve as the City of Panama City Beach's (City) representative on the project 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 the City and FDOT manuals, procedures, and memorandums.

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

3.0 LENGTH OF SERVICE:

The services for each Construction Contract shall begin upon written notification to proceed by the City.

Track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the City has been issued, the Consultant shall be ready to assign personnel within 7 calendar days of notification. For the duration of the project, coordinate closely with the City 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 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.

It is understood the construction contract has been executed between the City and CW Roberts Contracting, Inc. and issuance of a Notice to Proceed is pending CEI contract execution. Work may start as early as the end of April 2023. The construction contract duration is:

90 calendar days to substantial completion

120 calendar days to final acceptance

4.0 DEFINITIONS:

- A. Agreement: The Professional Services Agreement between the City 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. City: The City of Panama City Beach
- C. Contractor: The individual, firm, or company contracting with the City for performance of work or furnishing of materials.
- D. Construction Contract: The written agreement between the City 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.
- E. Construction Project Manager: The City employee assigned to manage the Construction Engineering and Inspection Contract and represent the City during the performance of the services covered under this Agreement.
- F. 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.
- G. Consultant: The Consulting firm under contract to the City for administration of CEI services.
- H. CEI Project Administrator/Project Engineer: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one (1) or more Construction Projects.
- I. CEI Resident Compliance Specialist: The employee assigned by the Consultant to oversee project specific compliance functions.
- J. CEI Senior Project Engineer: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one (1) or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.
- K. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.
- L. Public Information Office: The City's office assigned to manage the Public Information Program.

5.0 ITEMS TO BE FURNISHED BY THE CITY TO THE CONSULTANT:

- A. The City, on an as-needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format:
 - 1. Construction Plans
 - 2. Specifications Package
 - 3. Computer Aided Drafting and Design (CADD) Files
 - 4. Copy of the Executed Construction Contract
 - 5. Utility Agency's Approved Material List (if applicable).
- B. The City will furnish and support the software packages it deems necessary for project management.

6.0 ITEMS FURNISHED BY THE CONSULTANT:

6.1 Office Automation:

Use any City supplied software while providing the required hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement.

Provide each inspection staff with a laptop computer (or tablet) running programs necessary to 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. When the specifications require a written submission of documentation, 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.

Ownership and possession of computer equipment and related software provided by the Consultant shall remain with the Consultant at all times. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and operational at all times.

6.2 Field Office:

Provide a field office with sufficient room and furnishings to effectively carry out responsibilities under this Scope of Services.

6.3 Vehicles:

Equip vehicles with appropriate safety equipment and to effectively carry out the requirements of this Agreement. Vehicles shall have the Consultant's name visibly displayed on both sides of the vehicle.

6.4 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 and safety vests shall have the Consultant's name 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 license requirements.

Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Maintain field office equipment at all times.

6.5 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 the City, upon request.

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

7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:

For the duration of the Agreement, keep the City'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 City's project personnel 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, and Supplemental Amendments to the Construction Project Manager for review and approval.

8.0 PERFORMANCE OF THE CONSULTANT:

During the term of this Agreement and all Supplemental Amendments thereof, the City may review various phases of the Consultant's operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. Cooperate

and assist City representatives in conducting the reviews. If deficiencies are indicated, immediately implement remedial action. Document the City's recommendations and the Consultant's responses/actions. 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 limited to, the following:

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within seven (7) calendar days of notification.
- B. Immediately replace personnel whose performance has been determined by the Consultant and/or the City 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:

Administer, monitor, and inspect the Construction Contract such that the project is constructed in conformance 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 the City, and direct the Contractor to correct such observed discrepancies.

In coordination with the City's project personnel, verify the need for Change Orders and substantiate quantities and costs prior to recommendations to the City. The Consultant will not direct extra work be performed without written approval from the City.

Inform the designated City project personnel of any significant omissions, substitutions, defects, and deficiencies noted in the Contractor's work and the corrective action that has been directed to be performed by the Contractor.

9.2 Independent Engineering Judgment:

Exercise independent engineering judgment in pursuit of the project. Personnel are expected to gather information from project inspection personnel and make informed, technically sound decisions to promote timely, successful completion of the project without sacrificing quality. For technical issues which require coordination with the City, all levels of CEI Project Engineer shall be expected to present options for consideration along with a preferred option.

9.3 Public Safety:

Hold public safety paramount throughout the project. If the Consultant determines that any activity of the Contractor poses an imminent hazard to the public, the Consultant shall

direct the Contractor to immediately cease the activity and to close the affected lanes of traffic until the deficiency is addressed.

9.4 Timely Resolution:

Prioritize the City's goal of the timely and successful completion of the project. Work to actively develop solutions to issues encountered on the project in an expedient manner and work to ensure that issues do not persist for long periods without resolution.

9.5 Survey Control:

Surveying services will be provided through in-house personnel or a separate City contract. No surveying services will be performed on this contract.

9.6 On-site Inspection:

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.

9.7 Sampling and Testing:

Perform over-the-shoulder verification of the Contractor's sampling and testing of component materials and completed work in accordance with the Contract Documents. The minimum sampling frequencies set out in the 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 Control activities.

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 City may monitor the effectiveness of the Consultant's testing procedures through observation and independent assurance testing.

9.8 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 City 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 and interpreting the Contract Documents 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 City's direction. Provide appropriate staff to attend and participate in the pre-service meeting.

- (2) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one (1) inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector shall 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 the FDOT's guidelines.
- (3) 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.
- (4) Analyze problems that arise on a project and proposals submitted by the Contractor, work to resolve such issues, and process the necessary documentation.
- (5) 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 City to make timely payment to the Contractor.
- (6) The City will provide Public Information Services.
- (7) Prepare and submit to the City's Project Manager a monthly status report, in a format acceptable to the City.
- (8) Provide a digital video recording of 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.
- (9) 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.

Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

10.0 PERSONNEL:

10.1 General Requirements:

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

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

10.2 Personnel Qualifications:

Provide competent personnel qualified by experience and education. Submit 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: certifications, TIN number, education, and experience.

CEI SENIOR PROJECT ENGINEER - LICENSURE:

- Professional Engineer (PE) registered in the State of Florida
 - Ability to obtain endorsement in the State of Florida within six months of Project NTP if registered in another state

EXPERIENCE:

- Six (6) years of engineering experience
 - Two (2) of those years involved in relevant transportation projects
 - Exception: Five (5) years for Complex Category 2 (CC2) and PTS bridge structures
- A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

QUALIFICATIONS/ CERTIFICATIONS:

- FDOT Advanced MOT
- CTQP Quality Control Manager
 - To be achieved by Project NTP, if CEI Project Administrator/ Project Engineer holds qualification at time of proposal

ABILITIES/ RESPONSIBILITIES:

- Ability to: Communicate effectively in English (verbally and in writing)
- Responsible for: Directing a highly complex and specialized construction engineering administration and inspection program;
- Responsible for: Planning and organizing the work of subordinate and staff members;
- Responsible for: Developing and/or reviewing policies, methods, practices, and procedures;
- Responsible for: Reviewing programs for conformance with Department standards.

CEI PROJECT ADMINISTRATOR/PROJECT ENGINEER -

EDUCATION:

- High School Diploma or Equivalent

LICENSURE (FOR CEI PROJECT ENGINEER):

- Professional Engineer (PE) registered in the State of Florida
 - Must obtain endorsement in the State of Florida within six (6) months of Project NTP if registered in another state

EXPERIENCE:

For personnel with Engineering, Engineering Technology or Construction Management degrees:

- Two (2) years of engineering experience in relevant transportation projects.
- A Master's Degree in Engineering, Engineering Technology, or Construction Management may be substituted for one (1) year of engineering experience

For personnel without Engineering, Engineering Technology or Construction Management degrees:

- Eight (8) years of CEI or roadway or bridge construction experience,
- Two (2) of those years involved in relevant transportation projects.

QUALIFICATIONS/ CERTIFICATIONS:

Qualifications/certifications for this position may be obtained within six (6) months from the date of hire provided that this position works under the supervision and direction of a Senior Project Engineer, all other requirements for the position are met, and a training plan is submitted detailing when the qualifications/certifications will be obtained.

- FDOT Advanced MOT
- CTQP Final Estimates Level II
- CTQP Quality Control Manager

ABILITIES/ RESPONSIBILITIES:

- Ability to: Communicate effectively in English (verbally and in writing)
- Responsible for: Receiving general instructions regarding assignments and exercising initiative and independent judgment in the solution of work problems.
- Responsible for: Directing and assigning specific tasks to administrative and field staff and assisting in all phases of the construction project.
- Responsible for: Progress estimates and final estimates throughout the construction project duration.

CEI CONTRACT SUPPORT SPECIALIST -

EDUCATION:

- High School Diploma or Equivalent

EXPERIENCE:

For personnel with Engineering, Engineering Technology, or Construction Management degrees:

- No prior experience is required

For personnel without Engineering, Engineering Technology, or Construction Management degrees:

- Four (4) years of CEI experience having performed/assisted in project related duties (i.e., Materials Acceptance and Certification (MAC) System input, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.); or
- Two (2) years of experience with 3D Modeling and CADD

QUALIFICATIONS/CERTIFICATIONS:

- CTQP Final Estimates Level II

ABILITIES/ RESPONSIBILITIES:

- Ability to: Communicate effectively in English (verbally and in writing)
- Responsible for: Exercising independent judgment in planning work details and making technical decisions related to the office aspects of the project
- Responsible for: Familiarity with the Department's Procedures covering the project related duties as stated above and proficient in the computer programs necessary to perform those duties.
- Ability to: Become proficient in Trimble Business Center - Heavy Construction Edition (HCE) or approved surface to surface comparison software and Engineering Menu.
 - Proficiency is the knowledge and expertise to:
 - Understand which surfaces are needed from the designer
 - Understand the survey data from the field
 - Prepare the survey data as needed for use in the software
 - Generate accurate earthwork quantities from the software

CEI SENIOR INSPECTOR/SENIOR ENGINEER INTERN –

EDUCATION:

- High school graduate or equivalent
- Senior Engineer Intern classification requires an EI certificate.

EXPERIENCE:

For personnel with Engineering, Engineering Technology, and Construction Management degrees:

- One (1) year of CEI experience in construction of roadway or bridge structures

For personnel without engineering, engineering technology or construction management degrees:

- Four (4) years of CEI experience in roadway or bridge construction

QUALIFICATIONS/ CERTIFICATIONS:

Must have the following as required by the scope of work for the intended assignment on the project at the time of NTP:

- CTQP Final Estimates Level I
- 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 structure foundations
- FDOT Intermediate MOT
- Nuclear Radiation Safety

Recommended when the scope of the project includes concrete pavement, grinding concrete pavement, or concrete pavement slab replacement. Courses are available from the Transportation Curriculum Coordination Council (TC3).

- PCC Paving Inspection (TC3CN004-15-T1)
- Diamond Grinding and Grooving (TC3MN009-15-T1)
- Curing, Sawing and Joint Sealing (TC3CN032-16-T1)

ABILITIES/ RESPONSIBILITIES:

- Ability to: Communicate effectively in English (verbally and in writing)
- Responsible for: Performing highly complex technical assignments in field surveying and construction layout, marking, and checking engineering computations, inspecting construction work, and conducting field tests
- Responsible for: Coordinating and managing the lower level inspectors
- Responsible for: Performing work under the general supervision of the Project Administrator

CEI INSPECTOR/ENGINEER INTERN –

EDUCATION:

- High School Diploma or Equivalent

EXPERIENCE:

For personnel with engineering, engineering technology, or construction management degrees:

- The ability to earn the required qualifications and certifications within one year. (Note: Engineer Intern classification requires an EI certificate.)

For personnel without engineering, engineering technology degrees or construction management degrees:

- Two (2) years of experience in construction inspection,
 - One (1) year of which shall have been in bridge and/or roadway construction.

QUALIFICATIONS/ CERTIFICATIONS:

Qualifications/certifications for this position may be obtained within six (6) months (1 year for personnel with engineering, engineering technology, or construction management degrees) from the date of hire provided that the position works under the supervision and direction of a Senior Inspector/Senior Engineer Intern, all other requirements for the position are met, and a training plan is submitted detailing when the qualifications/certifications will be obtained.

Must have the following as required by the scope of work for the intended assignment on the project at the time of NTP:

- CTQP Final Estimates Level I
- 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, lighting, and traffic signal structure foundations
- IMSA Traffic Signal Inspector Level I
- FDOT Intermediate MOT
- Nuclear Radiation Safety
- Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

Recommended when the scope of the project includes concrete pavement, grinding concrete pavement, or concrete pavement slab replacement. Courses are available from the Transportation Curriculum Coordination Council (TC3).

- PCC Paving Inspection (TC3CN004-15-T1)
- Diamond Grinding and Grooving (TC3MN009-15-T1)
- Curing, Sawing and Joint Sealing (TC3CN032-16-T1)

ABILITIES/ RESPONSIBILITIES:

- Ability to: Communicate effectively in English (verbally and in writing)
- Responsible for: Receiving general supervision from and assisting the Senior Inspector in the performance of their duties

CEI INSPECTORS AIDE –

EDUCATION:

- High School Diploma or Equivalent

EXPERIENCE:

- No prior experience necessary

QUALIFICATIONS/ CERTIFICATIONS:

- FDOT Intermediate MOT - Must obtain within the first six months of the assignment

ABILITIES/ RESPONSIBILITIES:

- Ability to: Perform basic mathematical calculations and follow simple technical instructions
- Responsible for: Assisting higher-level inspectors

CEI SECRETARY/CLERK TYPIST-

EDUCATION:

- High School Diploma or Equivalent

EXPERIENCE:

- Two (2) years of secretarial and/or clerical experience

QUALIFICATIONS:

- Experienced in the use of standard word processing software

ABILITIES/ RESPONSIBILITIES:

- Ability to: Communicate effectively in English (verbally and in writing)
- Ability to: Exercise independent initiative to help relieve the supervisor of clerical detail
- Responsible for: Working under the general supervision of the Senior Project Engineer and staff

10.3 Staffing:

Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the City 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 up to ten (10) calendar days to demobilize, relocate, or terminate such forces.

11.0 QUALITY ASSURANCE (QA) PROGRAM:

11.1 Quality Assurance Plan:

Within 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 the City approves the Consultant's 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's QA Organization and its functional relationship to the part of the organization performing the work under the 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 performed in accordance with the Contract Documents and City and FDOT 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 be available to the City, upon request, during the Agreement term. All records shall be kept at the primary job site and 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 QA Plan and the City's procedures (or per FDOT CPAM).

Submit the Final Estimate(s) and one (1) set of final “as-built plans” documenting the Contractor’s work to the City.

12.2 Certification:

Consultant personnel preparing the Certified Final Estimate Package shall have the CTQP Final Estimates Level II certification.

Duly authorized representative of the Consultant firm will provide a digitally signed form pursuant to the City and FDOT procedures.

12.3 Offer of Final Payment:

Prepare the Offer of Final Payment package as directed by the City (or FDOT CPAM). The package shall accompany the Certified Final Estimates Documentation submitted to the City for review. The Consultant shall be responsible for forwarding the Offer of Final Payment Package to the Contractor.

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 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.
- (2) When the Consultant identifies a condition that will require an amendment to the Agreement, the Consultant will communicate this need to the City Project Manager for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the Project Manager for approval and further processing. The AR is to be submitted at such time to allow the City 4 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 the City.
- (3) The Consultant is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to the City.

14.0 OTHER SERVICES:

Upon written authorization by the City, 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 the City to supplement the Consultant services under this Agreement.

- A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.

- B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.
- C. Provide inspection services in addition to those provided for in this Agreement.
- D. Provide services determined necessary for the successful completion and closure of the Construction Contract.

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 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.

17.0 CITY AUTHORITY

The City 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.

EXHIBIT "B"

CONSTRUCTION ENGINEERING AND INSPECTION

COMPENSATION

FOR

**Panama City Beach Multi-use Trail – East
GAYLE'S TRAILS**

Financial Project ID: 440282-1-54-01

Federal Project No.: N/A

Lump Sum, not to exceed, amount of \$250,000.00 (8.9% of construction bid) shall be provided by the City of Panama City Beach for CEI Services in accordance with Scope of Services Exhibit A.

The anticipated CEI duration is 6 man-months, including pre- and post- construction time per Exhibit A, 3.0.

Delays to construction by unforeseen conditions or weather events may extend the duration of this agreement for which a negotiated amendment may be necessary.

CEI staffing includes full time field inspection commensurate with Contractor's operations and approximate 30% administration time for office staff including: Sr. Project Engineer, Project Administrator, Contract Support Specialist, and Clerk/Typist.