

Request for Qualifications Package

Construction Engineering and Inspection Services

UniversityCity Prosperity Project

December 2015

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December 3, 2015

LEGAL ADVERTISEMENT

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ATTACHMENT 1 TO RFQ - FIU STANDARD PROFESSIONAL SERVICES AGREEMENT

State Requirements:

- (Incorporating Identification of Tangible Assets)
- (Incorporating Professional Liability Insurance of Prime Consultant per 337.106, F.S.)
- (Incorporating requirements for E-Verify per Executive Order 11-116)
- (Incorporating Public Entity Crimes Statement per 287.133, F.S)
- (Incorporating Drug-Free Workplace certification)
- (Incorporating prompt payment provision)
- (Incorporating Public Access to Public Records language)

Federal Requirements:

- (Incorporating FDOT Form #375-040-84 with Title VI Non-Discrimination Provisions, DBE and EEO Provisions)
- (Incorporating termination clause for cause, convenience and default)
- (Incorporating Contract Language that an evaluation of the consultant will be performed after the project is complete)
- (Incorporating Records retention and access to records by FHWA, OIG)
- (Incorporating administrative, contractual or legal remedies in instances where contractor violates or breaches contract terms and providing for penalties or sanctions)

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Sample Included. Final to be developed based on FIU estimate of CEI Fee/Costs based probable scope, staffing requirements, field office expenses, testing expenses, etc. once extent and duration of Design-Build Project is better known with actual “Method of Compensation” resulting from negotiations. Note that multipliers cannot be capped.

ATTACHMENT 2 TO RFQ - Other Statements, Forms And Documentation

1. **FDOT Form #375-40-18** 06/12 Drug-Free Workplace Program Certification
2. **FDOT Form #375-040-68** 01/11 E-Verify Acknowledgement and Agreement
3. **FDOT Form #375-030-50G** 01/12 Conflict of Interest Certification for Consultant/Contractor
4. **FDOT Form #375-030-30** 05/14 Truth in Negotiation Certification
5. **FDOT Form #375-030-62** 02/05 Aspirational Goal Form “DBE” and “Non-DBE Small Business” Firms.
6. **FDOT Form #375-030-33** 10/01 Certification of Disclosure of Lobbying Activities on Federal Aid Projects
7. (As Needed) **FDOT Form #375-030-34** 04/14 Disclosure of Lobbying Activities (SF-LLL)
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ATTACHMENT 3 TO RFQ - FIU PROFESSIONAL QUALIFICATIONS STATEMENT – FIUPQS FORM

Legal Advertisement

Florida Administrative Register

Advertisement

FLORIDA INTERNATIONAL UNIVERSITY NOTICE TO PROFESSIONAL CONSULTANTS

The Florida International University Board of Trustees (hereinafter referred to as "FIU" or "Owner") announces that construction engineering and inspection services will be required for the project listed below:

PROJECT NAME AND NUMBER: Construction engineering and inspection services for BT-904 UniversityCity Prosperity Project Infrastructure Improvements, FM No. 434688-1, Contract ARI73 Federal Aid Number TGER-002-A (collectively referred to as the "Project")

PROJECT LOCATION: Infrastructure improvements for this Project will be located along SW 109th Avenue between SW 6th Street at the northern terminus and the Green Library at the southern terminus within FIU. Various project elements will be located on FIU property, City of Sweetwater Right-of-Way, South Florida Water Management District Right-of-Way, Florida Department of Transportation (FDOT) Right-of-Way, and Miami-Dade County Right-of-Way.

PROJECT DESCRIPTION: On September 5, 2013, FIU was notified by the United States Department of Transportation (USDOT) that it had been selected as a recipient of a 2013 Transportation Investment Generating Economic Recovery (TIGER) Grant for the Project. TIGER funds will be used to construct urban design and infrastructure improvements for the Project, including a new pedestrian bridge, complete streets, and other pedestrian-oriented transit access improvements. These infrastructure improvements will support the economic growth of FIU, a major public research university, and the adjacent City of Sweetwater.

Following the September 2013 notification, FIU retained an engineering firm to act as a Design Criteria Professional and prepare Design-Build criteria, which included schematic plans, specifications and estimates. The foregoing plans, specifications and estimates, along with other documents and requirements, were released as part of a Request for Proposals for Design-Build services that was advertised on June 30, 2014. Five qualification submissions from Design-Build firms were received on July 30, 2014 and three firms were short-listed and asked to submit complete proposals. Design-Build firm selection interviews were conducted on November 5th, 2015 and the MCM-Figg team was selected as the winning firm. Execution of the Design-Build Contract is scheduled to occur in mid-January 2016. Following the Contract Execution and Notice to Proceed the development of final fully-engineered designs, plans and specifications will begin. Links to further information on the Project and the Design-Build firm selection process and proposal can be found at the Project web page: <http://facilities.fiu.edu/projects/BT-904.htm> Firms considering submission of qualifications for construction engineering and inspection services should become familiar with the Project by visiting the proposed construction site and referring to the links on the Project web page. The Design-Build Request for Proposals located on the Project website contains Design-Build criteria drawings and other important information as well as the selected proposal. It is the responsibility of potential construction engineering and inspection consultants to check the website for updates and changes on a daily basis as information posted therein may be updated or changed without notice.

SERVICES REQUESTED BY THE REQUEST FOR QUALIFICATIONS: The services requested by the Request for Qualifications (RFQ) shall include engineering and related professional and administrative and testing

services by firms with prior FDOT Local Agency Program (LAP) experience and who are pre-qualified by FDOT in certain categories of work. Experience with the requirements of USDOT and Federal Highway Administration (FHWA) funded projects is required. FDOT pre-qualified civil engineering firms interested in providing services must submit qualifications and other information in the format further described in the Project's RFQ documents (including referenced documents) for "Construction Engineering and Inspection Services for BT-904 UniversityCity Prosperity Project Infrastructure Improvements." FIU plans to contract with one engineering consulting firm (hereinafter referred to as "CEI" or "Consultant") to provide the foregoing construction engineering and inspection services. In addition to the foregoing construction engineering and inspection services, the Consultant will be required to prepare and submit full compliance documentation as required by FDOT/LAP and FHWA processes, procedures and regulations.

In order to minimize the possibility of unethical pressures or influences on the recommendations of the selection committee, direct contact with the committee members throughout the selection process is not permitted. The committee members are:

1. **John Cal**, Associate Vice-President, FIU Facilities Management
2. **Alberto Delgado**, Construction Project Manager, FIU Facilities Management
3. **Barbara Espino**, Construction Manager & LAP Coordinator, FDOT District VI
4. **Eric Gomez**, City Engineer, City of Sweetwater

Funding for this project is through an FHWA TIGER grant in addition to local match funds from FIU and the City of Sweetwater. Grant funding reimbursements shall be administered through the FDOT LAP. The CEI must be familiar with the compliance requirements of the program, see <http://www.dot.state.fl.us/programmanagement/LAP/Default.shtm>. FHWA-1273 requirements (Non-Discrimination, Non-Segregation, Davis-Bacon, etc.) must be incorporated in their entirety (not by reference) into all contracts and subcontracts for this project.

SELECTION PROCESS: Firms desiring to provide construction engineering and inspection services for the Project shall submit a letter of application and a completed FIU Professional Qualifications Supplement (FIUPQS) form. Proposals must not exceed 40 pages, including the FIUPQS form and letter of application. This 40 page limit is exclusive of the specific "Other Statements, Forms and Documentation" also required to be submitted for this Project as described in the RFQ. Pages must be numbered consecutively. Submittals which do not comply with these requirements or do not include the requested data will not be considered. No submittal material will be returned.

QUALIFICATIONS REQUIREMENTS: In addition to other requirements included in the FIUPQS form, the CEI firm team member(s) involved in professional services, as engineer and/or architect, and construction services, as a certified general contractor, shall meet the requirements of Section 287.055, Florida Statutes, at the time of the FIUPQS submittal. Corporate entities must be registered to operate in the State of Florida by the Department of State, Division of Corporations, at the time of application. As required by Section 287.133, Florida Statutes, a firm may not submit a proposal for this project if it is on the convicted vendor list for a public entity crime committed within the past thirty-six (36) months. The selected CEI firm must warrant that it will neither utilize the services of, nor contract with, any supplier, subcontractor, or sub-consultant in excess of \$15,000.00 in connection with this Project for a period of thirty-six (36) months from the date of them being placed on the convicted vendor list.

The FIUPQS form may be obtained from the website, see <http://facilities.fiu.edu/projects/BT-904.htm>. Other Project materials will also be posted on this webpage and prospective proposers should check the page for updates on a daily basis. Requests for meetings by individual firms will not be granted. Once the firm acquires the required forms, questions may be directed to Facilities Planning at (305)348-4090 or via email to griffith@fiu.edu.

One (1) original and (7) bound copies (eight [8] in total) of the required qualification data shall be submitted together with one exact electronic copy of all submitted documents as a single combined PDF file on a CD-ROM, DVD or Flash Drive. Consultants must include a primary and secondary email address together with telephone number(s) to allow for direct official contact by FIU during the selection process if contact or notifications, in addition to normal website postings, become necessary.

The complete RFQ and other requirements can be obtained from the FIU Facilities web site: <http://facilities.fiu.edu/projects/BT-904.htm>.

NOTE: The Consultant shall be FDOT prequalified in the following work categories: Work Type 10.1-Roadway Construction Engineering and Inspection (CEI), Work Type 10.4-Minor Bridge and Miscellaneous Structures CEI, Work Type 10.5-Major Bridge CEI in those 10.5 sub-categories appropriate to the Design-Build bridge proposed for this Project including 10.5.1 – Major Bridge CEI Concrete as well as experience with inspection of suspension or cable-stayed and post-tensioned bridges.

For this Project Categories 10.1 and 10.4 are considered to be the major type of work and 10.5.1 is considered to be the minor type of work. The primary/prime Consultant must be prequalified in the major type of work. The Consultant shall also be prequalified, on its own or through FDOT- approved sub-consultant(s), in the following work categories: 10.5-Major Bridge CEI and Vertical Building Construction and CPTED.

Any firm not prequalified by the FDOT and desiring consideration for the Project must submit a complete Request for Qualification Application to toco.profserv@dot.state.fl.us by the advertised “Letter of Response Deadline Date and Time.”

Notwithstanding the contrary statements on the standard FIUPQS Form and Instructions, “Specialty Consultants” whom the applicant considers necessary may be listed and named when applying for this Project.

ALL APPLICANTS SHOULD REVIEW THE CONTRACT REQUIREMENTS, RFQ AND STANDARD INSURANCE REQUIREMENTS CAREFULLY PRIOR TO MAKING A DECISION AS TO WHETHER OR NOT TO RESPOND TO THIS ADVERTISEMENT.

SUBMIT QUALIFICATIONS TO: Selection Committee, FIU Facilities Planning, Campus Support Complex Room 142, Modesto Maidi Campus, 11555 SW 17th Street, Miami, FL 33199. Submittals must be received between 8:30 A.M. and 12:30 P.M. OR 1:30 P.M and 4:00 P.M. local time, Tuesday, January 12th, 2016. Submittals will not be accepted before or after the times and date stated above. Email submittals and Facsimile (fax) submittals are not acceptable and will not be considered. The respondent shall bear all costs associated with the preparation and submission of the response to this solicitation.

-END OF ADVERTISEMENT-

Request for Qualifications

RFQ

FLORIDA INTERNATIONAL UNIVERSITY REQUEST FOR QUALIFICATIONS

SECTION 1.0: Introduction

The Florida International University Board of Trustees (hereinafter referred to as "FIU" or "Owner") requires the services of Florida Department of Transportation (FDOT) pre-qualified civil engineering firms with prior FDOT Local Agency Program (LAP) experience (hereinafter referred to as "CEI" or "Consultant") to provide construction engineering and inspection services for improvements in connection with FIU BT-904 UniversityCity Prosperity Project Infrastructure Improvements, FM No. 434688-1, Contract ARI73 Federal Aid Number TIGER-002-A (collectively referred to as the "Project"). The improvements consist of urban design and infrastructure improvements, including a new pedestrian bridge, complete streets, and other pedestrian-oriented transit access improvements. In addition to construction engineering and inspection services, the Consultant will be required to prepare and submit full compliance documentation as required by the FDOT/LAP and Federal Highway Administration (FHWA) process, procedures and regulations. The services may include, but are not limited to, meeting coordination, project administration, daily inspection, project documentation, submittal review, field engineering, materials testing, and specialty services during the construction of the Project. Final plans and specifications for the Project will be prepared by a separate Design-Build firm. Contract execution with the Design-Build firm is ongoing at this time and more detailed plans and specifications are not expected to be available until about April of 2016 with the design of various Project elements continuing until November and December of 2016.

FIU intends to retain a firm to provide the foregoing construction engineering and inspection services for a period not to exceed FDOT LAP contract date deadline for the Project. The selected consultant will be required to abide by all applicable federal, state and local laws, and ordinances. The selection of the consultant shall be in compliance with 40 USC 1101-1104 ("Brooks Act"), 23 USC 112(b)(2)(A), 23 CFR 172.5(a)(1), Sections 287.001 and 287.055(4), Florida Statutes, and <http://www.fhwa.dot.gov/programadmin/172qa.cfm>. This solicitation for the hiring of consultants to perform engineering and design related services shall be in conformance with 23 USC 112(b)(2)(C)-(D) and 23 CFR 172.7(b).

Prospective consultants are advised to become thoroughly familiar with all conditions, instructions, and specifications governing this Request for Qualifications (RFQ). Submittals shall be prepared in accordance with these instructions and shall be in accordance with the forms provided by FIU.

Prior to the submittal of a proposal, proposers are advised to carefully examine the following:

1. The Design-Build Request for Proposal (RFP), the selected proposal and related documents
2. Project scope and work tasks to be accomplished
3. The proposed site and conditions in the vicinity of where the work is expected to occur
4. Insurance requirements and required documentation

SECTION 2.0: RFQ Terms and Conditions.

2.00 Requirement to Meet All Provisions

Each prospective consultant submitting a proposal shall meet all of the terms and conditions of the RFQ package. By virtue of its proposal submittal, the prospective consultant acknowledges agreement with and acceptance of all provisions of the RFQ.

2.01 Errors and Omissions in RFQ

Prospective consultants are responsible for reviewing all portions of this RFQ, including all terms and conditions herein. Prospective consultants are to promptly notify the Owner, in writing, if the prospective consultant discovers any ambiguity, discrepancy, omission, or error in the RFQ or related forms. Any such notification should be directed to Robert Griffith, Director of Facilities Planning (griffith@fiu.edu), in writing, promptly after discovery, but in no event later than 144 hours (6 calendar days) prior to the submittal due date and time of **Tuesday, January 12th, 2016** at 4:00 p.m., EST. Modifications and clarifications will be made by addenda as provided below.

2.02 Inquiries Regarding RFQ

Inquiries regarding the RFQ and all oral notifications of intent to request written clarification of the RFQ must be directed to:

Robert Griffith, Director of Facilities Planning, Campus Support Complex Room 142, Modesto Maidique Campus, 11555 SW 17th Street, Miami, FL 33199; email griffith@fiu.edu

Inquires must be received no later than 144 hours (6 calendar days) prior to the submittal due date and time of **Tuesday, January 12th, 2016** at 4:00 p.m., EST.

2.03 Objections to RFQ Terms

Should prospective consultant object, on any ground, to any provision or legal requirement set forth in this RFQ, the prospective consultant must, not more than ten (10) calendar days after the RFQ is issued, provide written notice to the FIU Facilities Planning department (see contact information under Section 2.02 above) setting forth, with specific grounds, the objection. The failure of a prospective consultant to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection. Without limiting the generality of the foregoing, the information provided in or in conjunction with this RFQ is provided solely for the convenience of the interested parties. It is the responsibility of the parties to assure themselves that any information contained in or related to this RFQ is accurate and complete. No representations, assurances, or warranties pertaining to the accuracy of such information are, or will be, provided by FIU and no claim may be brought against FIU as a result of the presentation of such information, irrespective of its accuracy, completeness or general utility.

2.04 Addenda to RFQ

FIU may modify the RFQ, prior to the submittal due date, by issuing written addenda. All addenda will be posted on the Project website, see <http://facilities.fiu.edu/projects/BT-904.htm>. FIU will make reasonable efforts to notify prospective consultants in a timely manner of modifications to the RFQ on

the website. FIU will not issue addenda later than forty-eight (48) hours prior to the deadline for submissions unless the addenda is to extend the submission deadline. Prospective consultants shall be responsible for ensuring that their submittals reflect any and all addenda issued by FIU prior to the submittal due date regardless of when the submittal is submitted. Each prospective consultant should acknowledge receipt of any addenda by indicating same in their proposal submission. Each prospective consultant acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to this RFQ and other Project information. Prospective consultants are encouraged to check the Project website on a daily basis for updates and changes. Failure to acknowledge any addenda may cause the submittal to be rejected.

2.05 Laws and Ordinances

The prospective consultant shall observe and comply with all federal, state, county, local, City of Sweetwater, and FIU laws, ordinances, rules, regulations and standards that in any manner affect the items covered herein and are in any manner related to the services provided to FIU for the Project. Lack of knowledge by the prospective consultant will in no way be a cause for relief from responsibility.

2.06 No Waiver

No waiver by FIU of any provision of this RFQ shall be implied from any failure by FIU to recognize or take action on account of any failure by a prospective consultant to observe any provision of this RFQ.

2.07 Cone of Silence

(1) In the public process for awarding contracts for the provision of goods and services, a cone of silence is imposed. For purposes hereof, cone of silence is hereby defined to mean a prohibition on:

Any communication regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, bidder, lobbyist, or vendor and any voting member of the designated selection committee

(2) Notwithstanding the foregoing, the cone of silence shall not apply to:

Communications with the FIU Director of Facilities Planning and his or her staff who are responsible for administering the procurement process for the RFQ, RFP or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document

(3) Procedure for the cone of silence being imposed in connection with this RFQ:

A cone of silence shall be imposed upon each RFP, RFQ and bid after the advertisement of the RFP, RFQ or bid. The cone of silence shall terminate at the time the selection committee makes their written recommendation to the FIU President; provided, however, that if the President refers the recommendation back to the selection committee or staff for further review, the cone of silence shall be re-imposed until such time the selection committee makes a subsequent written recommendation.

(4) Exceptions to the Cone of Silence:

The provisions of this article shall not apply to oral communications at pre-proposal or pre-submittal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made during any duly noticed public meeting, or communications in writing at any time with any FIU employee, unless specifically prohibited by the applicable RFP, RFQ or bid documents. The prospective consultant shall file a copy of any written communication with the FIU Facilities Planning department who shall make copies available to any person upon request.

2.08 Submittal and/or Presentation Costs

FIU assumes no responsibility or liability for costs incurred by the prospective consultant prior to the execution of a contract. This includes costs incurred by such consultant as a result of preparing a response to this RFQ. Prospective consultants are expected to examine the RFQ, delivery schedules, Project information and all instructions pertaining to supplying services. Failure to do so will be at such consultant's risk.

2.09 Certification

The signer of the response to this RFQ must declare, by signing the required forms, that (i) the person(s), prospective consultant, vendor(s), and parties identified in the response are interested in and available for providing the services; (ii) the response is made without collusion with any other person(s), prospective consultant, vendor(s), and parties; (iii) the response is fair in all respects and is made in good faith without fraud; and (iv) the signor of the cover letter of the response has full authority to bind the person(s), prospective consultant, vendor(s), and parties identified in the response.

2.10 Public Records

Florida law provides that records should be open for inspection by any person under Section 119, Florida Statutes, public records law. All information and materials received by FIU in connection with responses shall become property of FIU and shall be deemed to be public records subject to public inspection. Additionally, all information and materials prepared in connection with or related in any way to the Project (e.g., timesheets, reports, payroll, tests, purchase orders, rentals, reimbursable expenses, etc.) shall be retained by the Consultant and made available for five (5) years following completion or termination of the contract pertaining to the Project.

2.11 Retention of Responses

FIU reserves the right to retain all responses submitted and to use any ideas contained in any response, regardless of whether that prospective consultant is awarded.

2.12 Insurance

Upon FIU's notification of award, the Consultant shall furnish to Alberto Delgado, Construction Project Manager, FIU Facilities Management, Campus Support Complex, Modesto Maidique Campus, 11555 SW 17th Street, Miami, FL 33199, certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined on the following webpage:

http://facilities.fiu.edu/Documents/Forms_Standards/12.23.14.FIU_Standard_Insurance_Requirements_for_Architects_and_Engineers.pdf .

If an insurance certificate is received within the specified time frame but not in the manner prescribed by FIU, the Consultant shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate. If the Consultant fails to submit the required insurance documents in the manner prescribed by FIU within fifteen (15) calendar days after FIU's notification to comply, the award of the contract will be rescinded, unless such time frame for submission has been extended by FIU.

2.13 Accounting

Once the contract has been awarded, the selected Consultant shall submit invoices detailing the services provided, Project number, professional staff, and hours. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in DUPLICATE to Alberto Delgado, Construction Project Manager, FIU Facilities Management, Campus Support Complex, Modesto Maidique Campus, 11555 SW 17th Street, Miami, FL 33199.

2.14 Submittal of One Proposal Only

No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a vendor submitting a proposal, or who has quoted prices on materials to such vendor, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other vendors submitting proposals.

2.15 Exceptions to RFQ Requirements

Exceptions to the RFQ requirements shall be listed and explained on a separate page titled "Exceptions to Requirements," which shall be prepared by the prospective consultant. This page shall then be attached to the RFQ and submitted at the same time as the RFQ response. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception shall be explained in its entirety. Any exceptions may be cause for rejection of the submittal.

2.16 Non-Appropriation of Funds

FIU reserves the right to terminate, in whole or in part, the contract, once awarded, in the event that sufficient funds to complete the contract are not appropriated by the Legislature of the State of Florida or the Federal Government through the Transportation Investment Generating Economic Recovery (TIGER) grant program.

2.17 Property of FIU

All discoveries and documents produced as a result of any service or project undertaken on behalf of FIU shall become the property of FIU. The contract related to the Project shall not involve the purchase of State-Owned Tangible Personal Property, as defined in Chapter 273.05, Florida Statutes.

2.18 Litigation

Prospective consultants shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the prospective consultants, any of its employees, or sub-consultants has been involved in within the last three (3) years.

2.19 Sub Consultants

If any prospective consultant submitting a proposal intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed sub consultants must be clearly disclosed in the proposal. Following the award of the contract, no additional subcontracting will be allowed without the prior written consent of FIU.

2.20 Anti-Discrimination

The bidder certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

2.21 Notification of Interviewed Firms, Protests, Appeals and Disputes

Upon approval by the FIU President, FIU shall notify each interviewed firm in writing of the results of the selection. The notification is sent via email with a signed letter notification attached. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the State University System Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.

2.22 Disclaimer

A consultant contract will be awarded at the sole discretion of FIU. The issuance of this RFQ does not constitute an agreement by FIU that any award will actually be issued by FIU. FIU may, in its sole and absolute discretion, and expressly reserves the right, at any time, to (i) accept or reject, in whole or in part, for any reason whatsoever, any or all submittals; (ii) re-advertise or re-issue this RFQ; (iii) postpone or cancel, at any time, the selection process; (iv) waive any formalities of or irregularities in the selection process; (v) waive or correct any defect or informality in any response, submittal, or submittal procedure; (vi) prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this RFQ, or the requirements for contents or format of the submittals; and/or (vii) reject a proposal which is in any way incomplete or irregular. Submittals that are not submitted on time will not be considered. The selection by FIU shall be based on the submittal that is, in the sole opinion of FIU, in the best interest of FIU. The issuance of this solicitation constitutes only an invitation to make presentations to FIU. FIU reserves the right to determine, at its sole discretion, whether any aspect of the submittal satisfies the criteria established in this RFQ. In all cases, FIU shall have no liability to any prospective consultant for any costs or expense incurred in connection with this RFQ or otherwise.

2.23 Conflicts of Interest and Business Entity Disclosure Statement

Florida Statutes, Chapter 112, Part III, prohibits FIU employees from performing or participating in an official act or action with regard to a transaction in which he or she has or knows he or she will thereafter acquire an interest for profit without full public disclosure of such interest. This disclosure requirement extends to the spouse and children. If the prospective consultant discovers a potential or actual conflict of interest, the prospective consultant must disclose the conflict of interest in its submittal, identifying the name of the FIU employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing prospective consultant from consideration.

Notwithstanding the foregoing, prospective consultant hereby recognizes and certifies that no employee of FIU shall have a financial interest directly or indirectly in the transaction contemplated herein or any compensation to be paid under or through the transaction, and further, that no FIU employee, nor any spouse, parent or child of such employee may be a partner, officer, director or proprietor of prospective consultant or any sub-consultants included in the proposal, and further, that no such FIU employee or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the prospective consultant or any sub-consultants included in the proposal. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the prospective consultant or any sub-consultants included in the proposal. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by FIU. Further, prospective consultant recognizes that if prospective consultant or any sub-consultants included in the proposal violates or is a party to a violation of the ethics ordinances or rules of FIU, such prospective consultant or any sub-consultants included in the proposal may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to FIU. Prospective consultant or any sub-consultants included in the proposal must complete and execute the Business Entity Affidavit form.

2.24 Force Majeure

The performance of any act by FIU or any Consultant (once selected) may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided FIU shall have the right to provide substitute service from third parties or FIU forces and in such event FIU shall withhold payment due Consultant for such period of time. If the condition of force majeure exceeds a period of fourteen (14) days, FIU may, at its option and discretion, cancel or renegotiate the contract with the Consultant.

2.25 Copeland "Anti-Kickback"

Prospective consultant and all of its sub-consultants referenced in the proposal will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

2.26 E-Verify

Prospective consultant acknowledges that FIU may be utilizing the prospective consultant's services for a project that is funded in whole or in part by State or Federal funds pursuant to an agreement between

FIU and a State or Federal agency. Consultant (once selected) shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Consultant during the term of the contract. The Consultant is also responsible for e-verifying its sub-consultants, if any, pursuant to any agreement between FIU and a State or Federal Agency, and reporting to FIU any required information. Prospective consultant acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the contract per Florida Governors Executive Order 11-116.

2.27 Form Agreement

Once the contract is awarded as contemplated herein, FIU and the selected Consultant shall enter into a Standard Professional Service Agreement, in form and substance attached hereto and made a part hereof as "Attachment 1" of this RFQ (the "Form CEI Agreement"). Prospective consultant acknowledges receipt of such Form CEI Agreement and that it has reviewed and read through such Form CEI Agreement and agrees to the terms and conditions described therein as part of its response to this RFQ.

-END OF SECTION 2-

SECTION 3.0: Construction Engineering and Inspection Consultant Scope of Services

A comprehensive enumeration of the expected CEI scope of services is attached to and shall be made a part hereof as Exhibit "B" to the Form CEI Agreement ("CEI Comprehensive Scope of Services"). Prospective consultant acknowledges that it has reviewed and read through the CEI Comprehensive Scope of Service and agrees to the terms and conditions described therein as part of its response to this RFQ.

3.01 Scope of Work

FIU is interested in entering into a contract for professional services with the selected Consultant for construction engineering and inspection services for the Project. The Consultant will report directly to and work in conjunction with FIU's Facilities Management staff. As provided above, in addition to CEI construction engineering and inspection services, the Consultant will be required to prepare and submit full compliance documentation as required by the FDOT/LAP process, procedures and regulations as well as FHWA requirements. The Consultant will be expected to prepare information indicated in the compliance documents for monitoring by FIU's Project Manager and FDOT and FHWA reviewers.

This scope of work is for construction engineering and inspection services during the construction of the Project infrastructure improvements as detailed in the specifications and plans. The anticipated tasks listed in CEI Comprehensive Scope of Services include, but are not limited to, construction management services, coordinating meetings, responding to requests for information, reviewing change orders, pay applications, record drawings, site visits, and substantial and final completion inspections. The selected Consultant must also prepare the final construction certification report certifying compliance with the construction documents.

3.02 CEI Services

The CEI Comprehensive Scope of Services describes and defines the construction engineering and inspection services which are required to comply with FDOT/LAP regulations and requirements for contract administration, inspection, and oversight (only) of materials sampling and testing for the construction projects assigned. **The Consultant shall be responsible for providing services as defined in the CEI Comprehensive Scope of Services, and for full compliance with the current FDOT/LAP manuals and process and procedures as well as FHWA requirements necessary by virtue of TIGER federal funding.**

The Consultant shall exercise its independent professional judgment in performing its obligations and responsibilities. **Consultant must provide examples of prior experience with municipalities, counties, and other state of Florida and local governmental entities in administering FDOT/LAP projects.** Services provided by the Consultant shall comply with the FDOT/LAP department manuals, process and procedures, and memorandums in effect as of the date of execution of the contract unless otherwise directed in writing by FIU and/or the FDOT/LAP administrator. Such FDOT/LAP manuals, procedures, and memorandums are found at the FDOT/LAP website. The Consultant shall comply with FHWA 1273 and all other applicable Federal Regulations.

The Consultant shall provide expertise during all elements of the construction, particularly those affecting cost, time of construction, and expeditious and efficient completion of the Project described hereunder.

-END OF SECTION 3-

SECTION 4.0: Submittal Requirements

Firms interested in being considered for the Project should submit one (1) original and eight (8) bound copies (nine [9] total), as well as one (1) exact electronic copy as a single combined PDF file on a CD-ROM, DVD or Flash Drive, of Item 1 - FIU Professional Qualification Supplement (FIUPQS), which form is attached hereto and made a part hereof as "Attachment 3" of this RFQ, and of Other Statements, Forms and Documentation, which statements, forms and documentation are attached hereto and a made a part hereof as "Attachment 2" of this RFQ and further described below:

4.1 Submittal; 40 page max.:

The proposal format shall be a maximum of forty (40) single sided, letter-sized pages with standard 1 inch margins. Font size will be restricted to Arial, 11 point or larger. This 40 page limit is exclusive of the FIUPQS and of the "Other Statements, Forms and Documentation" required to be submitted for this Project as listed below.

In addition to responses to all of the FIUPQS form questions, the proposal shall include the following information:

- a) Project FDOT/FHWA Financial Numbers and Name
- b) Primary and secondary contact person, phone and fax numbers and email addresses (email will be the primary contact method)

c) Indication as to whether the prime firm and/or sub-consultants are a Disadvantaged Business Enterprise (DBE)

Proposals must be submitted (signed) by a corporate officer or principal of the firm who is authorized to obligate the firm contractually.

4.2 Other Statements, Forms and Documentation (forms referenced below are attached hereto under "Attachment 2" to this RFQ, unless otherwise noted below):

a. Certificate of Insurance, ACORD form

b. Proof of Licenses/Certifications: Provide proof of proper State of Florida business licensure and professional certifications/registration(s) in the State of Florida. Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of Corporations. Proof of authorization to operate as a Florida business providing professional architectural, engineering and surveying services (as applicable). Information concerning certification with the Secretary of State can be obtained at: <http://ccfcorp.dos.state.fl.us/index.html>

c. Drug-Free Workplace Form: NOTE: For the firm's convenience, this certification form is enclosed and made a part of this package.

d. Federal E-Verify Compliance - Consultant shall certify to comply with the requirements of the Federal E-Verify System. NOTE: For the firm's convenience, this certification form is enclosed and made a part of this package.

e. Sworn Statement under Section 287.133(3)(a) on Public Entity Crimes: Florida Statute requires the following statement, duly signed and notarized, be included in each submittal: NOTE: This certification form is included in the FIUPQS form.

f. Conflict of Interest Disclosure Form: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose the name of any officer, director, or agent who is also an employee of the Florida International University. NOTE: For the firm's convenience, this certification form is enclosed and made a part of this package.

g. Truth in Negotiation Certification (FDOT 375-030-30). NOTE: For the firm's convenience, this certification form is enclosed and made a part of this package.

h. Disadvantaged Business Enterprises Forms: The purposes of this form is to assure and encourage full participation of DBE in the provision of goods and services in federal and state participation projects. FIU has adopted the FDOT DBE program and race neutral goal of 8.60 to which FIU expects its consultants to adhere. NOTE: For the firm's convenience, Bid Opportunity List for Professional Consultants Services (FDOT Form 375-040-62) and DBE Participation Statement (FDOT form 375-030-62) certification forms are enclosed and made a part of this package.

i. Disclosure of Lobbying Activities (FDOT form 375-030-33): This is a federally funded project and this form is required of all proposers. NOTE: For the firm's convenience, this certification form is enclosed and made a part of this package.

j. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aide Contracts. (FDOT form 375-303-32): This is a federally funded project and this form is required of all proposers. NOTE: For the firm's convenience, this certification form is enclosed and made a part of this package.

ADDENDUMS: Any addendums to this RFQ must be acknowledged by signing and returning them, along with the firm's submittal package, to be considered complete and responsive.

-END OF SECTION 4-

SECTION 5.0: Evaluation Criteria

Evaluation criteria that are intended to be used for this selection process for this RFQ are contained as part of the FIUPQS that is posted on the Project website. Prospective consultants wishing to better understand the intended evaluation criteria and scoring should refer to pages 14-25 of the FIUPQS.

-END OF SECTION 5-

SECTION 6.0: Schedule

Proposed schedules for the selection of Design-Build firms and for the construction of infrastructure improvements are indicated in the Design-Build RFP. Updates to these schedules may be posted on the Owner website: <http://facilities.fiu.edu/projects/BT-904.htm> after the issuance of this CEI RFQ. Prospective consultants should check this Owner Project website on a daily basis for Project updates.

6.1 The currently anticipated schedule for the selection of a Consultant and performance and completion of CEI services is as follows:

Date	Event
12-11-2015	Advertisement requesting Letters of Interest/Qualifications and completion of the Professional Qualifications Supplement (PQS). The entire package will also be published on the FIU Facilities Management (Selection Process) website.
1-12-2016	Letters of Interest /PQS Submittal due in OWNER Office by 4:00 pm, EST
2-2-2016	Selection Committee meets to review and score PQS
2-18-2016	Notification to Responsive CEI Consultants of the PQS scores and Shortlist Posting.
3-10-2016	Closed CEI Interviews before Selection Committee from 9:00am to 3:00 pm EST (firms to be notified of their individual interview times). 4:00 pm EST Public Selection Committee meeting to score and rank firms based upon the PQS and Interview.
3-24-2016	OWNER announces selection of winning CEI firm and submits documentation to FHWA/FDOT for concurrence. (May be sooner or later

	than 14 days after Selection Committee meeting)
3-25-2016	Start of CEI Contract Negotiations
1-14-2016	Planned Start-Date of Design-Build (Notice to Proceed)
12-16-2016	Start-Date of Construction Infrastructure Improvements
8-28-2018	Planned Completion of Construction Infrastructure Improvements
10-9-2018	Planned Completion of Closeout Documentation for Construction Infrastructure Improvements

-END OF SECTION 6-

SECTION 7.0: Required Proposal Submittal Forms

Drug-Free Workplace Form

Federal E-Verify Compliance

Truth in Negotiation Certification (FDOT 375-030-30)

Disadvantaged Business Enterprises Forms:

Bid Opportunity List for Professional Consultants Services (FDOT Form 375-040-62)

DBE Participation Statement (FDOT form 375-030-62)

Local Agency Program (LAP) Critical Requirements Checklist for Professional Services Certification (Form 525-010-48)

Local Agency Program Checklist for Federally Funded Professional Services

Contracts Federal and State Requirements (Form 525-010-49)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Form 375-030-32)

Certification for Disclosure of Lobbying Activities (Form 375-030-33)

Conflict of Interest (Form 375-030-50)

-END OF SECTION 7-

FIU

Standard

Professional Services Agreement

(Attachment 1 to RFQ)

**FLORIDA INTERNATIONAL UNIVERSITY
STANDARD PROFESSIONAL SERVICES AGREEMENT**

THIS STANDARD PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made effective on the latest signature date below, by and between THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES, hereinafter called "FIU", and _____ (F.E.I.D. No. _____), authorized to conduct business in the State of Florida, hereinafter called the "Consultant". FIU and Consultant agree as follows:

The Consultant and FIU mutually agree to abide by FIU's Standard Professional Services Agreement Terms (the "Standard Professional Services Terms"), which are incorporated by reference and attached hereto and made a part hereof as Exhibit "A" to this Agreement.

1. SERVICES AND PERFORMANCE

A. FIU does hereby retain the Consultant to furnish certain services, as described in Exhibit "B," attached hereto and made a part hereof, in connection with:

B. Unless changed by written agreement, the site for inspection of work referenced in Section 1.(J) of the Standard Professional Services Terms will be:

2. TERM

A. Unless otherwise provided herein or by supplemental agreement or amendment, the provisions of this Agreement will remain in full force and effect through completion of all services required of the Consultant or a _____ year term from the date of execution of this Agreement, whichever occurs first.

Check applicable terms

____ The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from FIU's Facilities Department, which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within _____ months of the commencement date specified in the notice to proceed or as modified by subsequent amendment or supplemental agreement.

____ The project services to be rendered by the Consultant for each task assignment will commence upon written notice from FIU's Facilities Department, and will be completed within the time period specified in each task assignment. All services performed under this contract will be completed within _____ months from the date of this Agreement. The total fee for all accumulated task assignments may not exceed _____.

____ The scheduled project services to be rendered by the Consultant will commence, subsequent to

execution of this Agreement, on the date specified in the written notice to proceed from FIU's Facilities Department, which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within _____ calendar days following completion of the construction contract(s) with which consultant services are associated. The anticipated length of the consultant services is _____ months.

3. INSURANCE

The amount of liability insurance to be maintained by the Consultant in accordance with Section 4.B. of the Standard Professional Services Terms is _____.

4. SUBCONTRACTS

The following subconsultants are authorized under this Agreement in accordance with Section 7.A. of the Standard Professional Services Terms:

5. COMPENSATION

FIU agrees to pay the Consultant compensation as detailed in Exhibit "C", attached hereto and made a part hereof.

6. MISCELLANEOUS

A. Reference in this Agreement to Director will mean the _____.

B. The services provided herein ___ do ___ do not involve the expenditure of federal funds. In the event federal funds are involved, Section 9 of the Standard Professional Services Terms is incorporated by reference.

C. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein.

Exhibit "A" – FIU Standard Professional Services Agreement Terms

Exhibit "B" – CEI Comprehensive Scope of Services

Exhibit "C" – Method of Compensation

[SIGNATURE PAGE FOLLOWS]

The parties execute this Agreement as of the date written below each signature block and each party executing this Agreement warrants and represents that it is authorized by its respective entity to execute a binding Agreement.

CONSULTANT:

By: _____
Name: _____
Title: _____
Date: _____

FIU:

**THE FLORIDA INTERNATIONAL
UNIVERSITY BOARD OF TRUSTEES**

By: _____
Name: _____
Title: _____
Date: _____

Approved as to form and legal sufficiency:
FIU Office of the General Counsel

Print Name: _____
University Attorney

Exhibit A

To

FIU

Standard

Professional Services Agreement

Agreement Terms

STANDARD PROFESSIONAL SERVICES AGREEMENT TERMS

1. SERVICES AND PERFORMANCE

- A. Before making any additions or deletions to the work described in the Agreement, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will enter into a supplemental agreement covering such work and compensation. Reference herein to the Agreement will be considered to include any supplemental agreement.
- B. In the performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The Consultant will use due care in performing its services and will have due regard for acceptable engineering standards and principles. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.
- C. The Consultant agrees to project schedule progress reports in a format acceptable to FIU and at intervals established by FIU. FIU will be entitled, at all times, to be advised, at its request, as to the status of work being done by the Consultant and of the details thereof. Coordination will be maintained by the Consultant with representatives of FIU, or of other agencies interested in the project on behalf of FIU. Either party to the Agreement may request and be granted a conference.
- D. All services will be performed by the Consultant to the satisfaction of the Director who will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof. The Director's decision upon all claims, questions and disputes will be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses will be subject to mutual agreement of the parties, and supplemental agreement(s) of such a nature as required will be entered into by the parties in accordance herewith.
- E. In the event that the Consultant and FIU are not able to reach an agreement as to the amount of compensation to be paid to the Consultant for supplemental work desired by FIU, the Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by FIU to be reasonable. In such event, the Consultant will have the right to file a claim with FIU for such additional amounts as the Consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve the Consultant from the obligation to timely perform the supplemental work.
- F. In the event the work covered by this Agreement includes the preparation of construction plans, it is understood that the work may be divided into two or more construction projects by the Director and that, if this is done, the Consultant will supply construction plans for each project.
- G. The Consultant may be authorized to use FIU's computer facilities utilizing FIU programs

required for the performance of the services herein. The Consultant will identify the programs required and submit a written request to the FIU's project manager for approval.

- H. All design work performed by the Consultant for projects where anticipated construction cost is one million dollars (\$1,000,000.00) or more will be subject to value engineering. FIU further reserves the right to subject projects of lesser construction cost to value engineering should FIU deem circumstances are present that warrant such a decision. Value engineering may be performed at any stage of the design process. Unless specifically identified in the Agreement, the Consultant will not be required to perform the value engineering analysis.
- I. The Consultant will not be liable for use by FIU of plans, documents, studies or other data for any purpose other than intended by the terms of this Agreement
- J. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of FIU upon completion or termination without restriction or limitation on its use and will be made available, upon request, to FIU at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to FIU of said document(s), FIU will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this Agreement. FIU will have the right to visit the site for inspection of the work and the products of the Consultant at any time. Additionally, all information and materials prepared in connection with or related in any way to the project (e.g., timesheets, reports, payroll, tests, purchase orders, rentals, reimbursable expenses, etc.) shall be retained by Consultant and made available for five (5) years following completion or termination of this Agreement.

2. TERM:

- A. Services required after completion of scheduled project services, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the term of this Agreement at written direction of FIU. Supplemental agreements may be negotiated for any post project schedule services needed by FIU after scheduled project services.

In the event it becomes impracticable or impossible for the Consultant to complete the expected services within the term of this Agreement due to delays on the part of FIU or circumstances beyond the control of the Consultant, the Agreement may be extended. An extension of the Agreement must be in writing signed by both parties.

- B. In the event there are delays caused by FIU in approval of any of the materials submitted by the Consultant or if there are delays occasioned by circumstances beyond the control and without fault or negligence of the Consultant which delay the scheduled project completion date, FIU may grant an extension of time equal to the aforementioned project schedule delay, as a minimum and not to exceed the Agreement term, by issuance of a time extension letter. This letter will be for time only and does not include any additional compensation.

It will be the responsibility of the Consultant to ensure, at all times, that sufficient time remains

in the project schedule within which to complete the services on the project. In the event there have been delays which would affect the project completion date, the Consultant will submit a written request to FIU which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. FIU will review the request and make a determination as to granting all or part of the requested extension.

In the event time for performance of the scheduled project services expires and the Consultant has not requested, or if FIU has denied, an extension of the project schedule completion date, partial progress payments will be stopped on the date time expires. No payment shall be made for work performed after the project schedule completion date until a time extension is granted or all work has been completed and accepted by FIU if the Agreement term has not expired.

3. COMPENSATION:

- A. Bills for fees or other compensation for services or expenses will be submitted to FIU in detail sufficient for a proper pre-audit and post-audit thereof. FIU will render approval or disapproval of services within five (5) working days of the receipt of a written progress report unless otherwise stated in the Agreement. The progress report will be accompanied by an appropriate invoice.
- B. The bills for any travel expenses, when authorized by terms of this Agreement and by FIU's project manager, will be submitted in accordance with Section 112.061, Florida Statutes.
- C. Records of costs incurred under terms of this Agreement will be maintained and made available upon request to FIU at all times during the period of this Agreement and for three (3) years after final payment for the work completed pursuant to this Agreement. Copies of these documents and records will be furnished to FIU upon request.
- D. Records of costs incurred will include the Consultant's general accounting records and the project records, together with supporting documents and records, of the Consultant and all subconsultants performing work on the project, and all other records of the Consultant and subconsultants considered necessary by FIU for a proper audit of project costs.
- E. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement will be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, Rule Chapter 14-75, Florida Administrative Code, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State regulations and Federal regulations in that the more restrictive of the applicable regulations will govern.
- F. The Consultant should be aware of the following time frames. As provided by Section 215.422, Florida Statutes, if a warrant in payment of an invoice is not mailed or electronically transmitted by FIU within forty (40) days after receipt of the invoice and receipt, inspection and approval of the services, FIU shall pay to the Consultant, in addition to the amount of the invoice, interest at the rate established by the Florida state comptroller pursuant to Section 55.03, Florida Statutes, on the unpaid balance from the expiration of such 40-day period(s) until such time as the warrant is mailed to the Consultant. These provisions apply only to undisputed amounts for

which payment has been authorized. Invoices or pay requests returned to the Consultant due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice or pay request is provided to FIU. A vendor ombudsman has been established within FIU's Office of Business and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from FIU. The vendor ombudsman may be contacted at 305 348-2101.

- G. Except for issues arising from contract indemnification provisions, FIU will have the right to retain out of any payment due the Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to FIU by the Consultant on any other Agreement between the Consultant and FIU. FIU may withhold payment on any invoice in the event that the Consultant is in default under any provision of this Agreement or any other agreement between the Consultant and FIU as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, FIU will have the right to retain an amount equal to the damages suffered as a result of the default.
- H. It is mutually agreed and understood that the following provision will be applicable to this Agreement if the compensation to be paid to the Consultant, whether by lump sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs provided to FIU to support the compensation are accurate, complete and current as of the date of this Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which FIU determines the Agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such Agreement adjustments must be made within one (1) year following the end of the Agreement. For this purpose, the end of the Agreement is the date of final billing or acceptance of the work by FIU, whichever is later.

- I. FIU, during any fiscal year, will not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. FIU will require a statement from the comptroller of FIU that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained will prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, FIU's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND INSURANCE:

- A. The Consultant hereby indemnifies and holds harmless FIU, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the

contract.

The parties agree that 1% of the total compensation to the Consultant for performance of this Agreement is the specific consideration from FIU to the Consultant for the Consultant's indemnity agreement.

- B. The Consultant will have and maintain during the term of this Agreement, a professional liability insurance policy or policies, or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this Agreement in the amount specified in the Agreement.
- C. Under the terms of this Agreement, the plans, reports and recommendations of the Consultant will be reviewed by FIU for conformity with FIU standards and agreement terms. However, review by FIU does not constitute detailed review or checking of design components and related details, or the accuracy with which designs are depicted on the plans.
- D. Acceptance of the work by FIU or Agreement termination does not constitute FIU approval and will not relieve the Consultant of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The Consultant shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the Consultant without additional compensation. If these errors and/or omissions are discovered during the construction of the project, they shall be corrected without additional compensation.

5. COMPLIANCE WITH LAWS:

- A. All final plans, documents, reports, studies and other data prepared by the Consultant shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Florida Administrative Rules, and guidelines published by FIU, in effect at the time of execution of this Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of FIU's guidelines, requirements of the Statute and/or Rules shall take precedence.
- B. The Consultant will comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.
- C. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this Paragraph, FIU shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

- D. The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Consultant in conjunction with this Agreement. Specifically, if the Consultant is acting on behalf of a public agency, the Consultant shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by FIU in order to perform the services being performed by the Consultant.
 - (2) Provide the public with access to public records on the same terms and conditions that FIU would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (4) Meet all requirements for retaining public records and transfer, at no cost, to FIU all public records in possession of the Consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to FIU in a format that is compatible with the information technology systems of FIU.

Failure by the Consultant to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by FIU. The Consultant shall promptly provide FIU with a copy of any request to inspect or copy public records in possession of the Consultant and shall promptly provide FIU a copy of the Consultant's response to each such request.

- E. The Consultant agrees that it will make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying FIU and securing its consent in writing. The Consultant also agrees that it will not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information is the property of FIU.
- F. Consultant covenants and agrees that it and its employees will be bound by the standards of conduct provided in applicable Florida Statutes and applicable rules of FIU as they relate to work performed under this Agreement. Consultant further covenants and agrees that when a former state employee is employed by the Consultant, the Consultant will require that strict adherence by the former state employee to Florida Statutes 112.313(9) and 112.3185 is a condition of employment of said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- G. A person or affiliate who has been placed on the convicted vendor list following a conviction

for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

- H. FIU will consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement by FIU if the Consultant knowingly employs unauthorized aliens.
- I. DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

6. TERMINATION AND DEFAULT

- A. FIU may terminate this Agreement in whole or in part at any time the interest of FIU requires such termination, as follows:
 - (1) If FIU determines that the performance of the Consultant is not satisfactory, FIU may notify the Consultant of the deficiency with the requirement that the deficiency be corrected within a specified time, but not less than ten (10) days, otherwise the Agreement will be terminated at the end of such time or thirty (30) days whichever is sooner.
 - (2) If FIU requires termination of the Agreement for reasons other than unsatisfactory performance of the Consultant, FIU will notify the Consultant of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement is to be terminated.
 - (3) If the Agreement is terminated before performance is completed, the Consultant will be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the Agreement.
- B. FIU reserves the right to cancel and terminate this Agreement in the event the Consultant or any employee or agent of the Consultant is convicted for any crime arising out of or in conjunction with any work being performed by the consultant for or on behalf of FIU, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, computer files, maps, and data prepared or obtained under this Agreement will immediately be turned over to FIU. FIU reserves the right to terminate or cancel this Agreement in the event

the Consultant will be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. FIU further reserves the right to suspend the qualifications of the Consultant to do business with the FIU upon any such conviction.

- C. If the Agreement is for goods or services of \$1 million or more and was entered into or renewed on or after July 1, 2011 and FIU determines that the vendor submitted a false certification under Section 287.135(5), Florida Statutes, or if the vendor has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, FIU shall have the option of (1) terminating the Agreement after it has given the vendor notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

7. ASSIGNMENT

- A. The Consultant will maintain an adequate and competent professional staff so as to enable Consultant to timely perform under this Agreement and must be authorized to do business within the State of Florida and may associate with it such subconsultants, for the purpose of its services hereunder, without additional cost to FIU, other than those costs negotiated within the limits and terms of this Agreement. The Consultant is fully responsible for satisfactory completion of all subcontracted work. The Consultant, however, will not sublet, assign or transfer any work under this Agreement to other than subconsultants specified in the Agreement without the written consent of FIU.

8. MISCELLANEOUS

- A. All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders.
- B. In the event that a court of valid jurisdiction finally determines that any provision of this Agreement is illegal or unenforceable, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.
- C. There are no understandings or agreements except as herein expressly stated.
- D. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.
- E. In any legal action related to this Agreement, instituted by either party, Consultant hereby waives any and all privileges and rights it may have under chapter 47, Florida Statute, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule or case law, including, but not limited to, those grounded on convenience. Any such legal action may be brought in the appropriate Court in any county chosen by FIU and in the event that any such legal action is filed by Consultant, Consultant hereby consents to the transfer of venue to the county chosen by FIU upon FIU filing

a motion requesting the same.

F. Consultant:

- (1) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the Agreement; and
- (2) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

9. TERMS FOR FEDERAL AID CONTRACTS:

The following terms apply to all contracts in which it is indicated in Section 6.B of the Standard Professional Services Agreement that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of FIU relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Consultant, with regard to the work performed during the term of the Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination

on the basis of race, color, national origin, sex, age, disability, religion or family status.

- F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by FIU, the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to FIU, the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, FIU shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
- (1) withholding of payments to the Consultant under the Agreement until the Consultant complies and/or
 - (2) cancellation, termination or suspension of the Agreement, in whole or in part.
- H. Incorporation of Provisions: The Consultant will include the provisions of Paragraph C through I in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as FIU, the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request FIU to enter into such litigation to protect the interests of FIU, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- I. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on

the basis of age); Airport and Airway Improvement Act of 1982; (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs and activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this Agreement or to any benefit arising therefrom.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States, and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor:

The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26, in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

- M. It is mutually understood and agreed that the willful falsification, distortion or

misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

N. It is understood and agreed that if the Consultant at any time learns that the certification it provided FIU in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to FIU. It is further agreed that the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

O. FIU hereby certifies that neither the Consultant nor the Consultant's representative has been required by FIU, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

(1) employ or retain, or agree to employ or retain, any firm or person; or

(2) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

FIU further acknowledges that this Agreement will be furnished to a federal agency, in connection with this Agreement involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

P. The Consultant hereby certifies that it has not:

(1) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this Agreement;

(2) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement; or

(3) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The Consultant further acknowledges that this Agreement will be furnished to FIU, the State of Florida Department of Transportation and a federal agency in connection with this Agreement involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Exhibit B

To

FIU

Standard

Professional Services Agreement

Construction Engineering and Inspection

Scope of Services

(CEI Comprehensive Scope of Services)

CONSTRUCTION ENGINEERING AND INSPECTION

SCOPE OF SERVICES

FOR

UniversityCity Prosperity Project

Financial Project ID(s): 434688-1

Federal Project No.: TGER-002-A

SCOPE OF SERVICES
CONSTRUCTION ENGINEERING AND INSPECTION

1.0 PURPOSE:

This scope of services (“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 Project described below.

The Florida Department of Transportation (the “Department”) has entered into a Local Agency Program (LAP) Agreement with The Florida International University Board of Trustees (FIU) relating to the Project. FIU previously received a USDOT/Federal Highway Administration (FHWA) Transportation Investment Generating Economic Recovery (TIGER) Grant on March 26, 2013 for the funding of the Project.

FIU is requesting the CEI services for the Project. There is no guarantee that any or all of the services described in the Agreement will be assigned during the term of the Agreement. Further, the Consultant is providing these services on a nonexclusive basis. The Department and FIU, each at their option, may elect to have any of the services set forth herein performed by other consultants or Department or FIU staff.

2.0 SCOPE:

The Consultant shall provide services as defined in the Request for Qualifications (RFQ), the Agreement, once awarded, this Scope of Services and the referenced Department manuals and procedures. The Consultant’s scope of services also includes compliance with applicable FIU standards and procedures. An essential CEI service for this project will also be to perform, manage and give administrative support for various compliance activities required as part of the FHWA TIGER funding for this project.

The project for which the services are required is (the “Project”):

Financial Project IDs: 434688-1
Descriptions: UniversityCity Prosperity Project
County: Miami-Dade

Design criteria and other Project information are posted on the FIU Facilities website at: <http://facilities.fiu.edu/projects/BT-904.htm>.

The Consultant shall maintain close coordination with the Department, FIU, and each Contractor in order to minimize rescheduling of the Consultant’s activities due to construction delays or changes in scheduling of the Contractor’s activities.

The Consultant shall exercise its independent professional judgment in performing its obligations and responsibilities. Pursuant to Section 4.1.4 of the Construction Project Administration Manual (CPAM), the authority of the Consultant’s lead person, such as the Consultant Senior Project Engineer and the Consultant Project Administrator, shall be identical to the Department’s Resident Engineer and Department Project Administrator, respectively, and shall be interpreted as such. Similarly, the Consultant Senior Project Engineer and the Consultant Project Administrator shall be identical to the FIU Construction Project Manager.

Services provided by the Consultant shall comply with Department and FIU manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the Department or FIU, as applicable. Such Department and FIU manuals, procedures, and memorandums are found at the State Construction Office’s website and the FIU Facilities website, respectively.

Note: The Consultant shall be FDOT prequalified in the following work categories: Work Type 10.1-Roadway Construction Engineering and Inspection (CEI), Work Type 10.4-Minor Bridge and Miscellaneous Structures CEI, Work Type 10.5-Major Bridge CEI in those 10.5 sub-categories appropriate to the Design-Build bridge proposed for this Project including 10.5.1 – Major Bridge CEI Concrete as well as experience with inspection of suspension or cable-stayed and post-tensioned bridges.

For this Project Categories 10.1 and 10.4 are considered to be the major type of work and 10.5.1 is considered to be the minor type of work. The primary/prime Consultant must be prequalified in the major type of work. The Consultant shall also be prequalified, on its own or through FDOT-approved sub-consultant(s), in the following work categories: 10.5-Major Bridge CEI and Vertical Building Construction and CPTED.

3.0 LENGTH OF SERVICE:

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

The Consultant shall 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 FIU has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the Project, the Consultant shall coordinate closely with FIU and the designated Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

For estimating purposes, the Consultant will be allowed an accumulation of thirty (30) calendar days to perform preliminary administrative services prior to the commencement of construction for the Project and thirty (30) calendar days to demobilize after final acceptance of the Construction Contract.

The anticipated letting schedules and construction times for the Project are tabulated below:

Construction Contract Estimate

Activity	Start Date	End Date
Design-Build Firm Selected By FIU and Concurred by FHWA/FDOT:	November 5, 2015	November 16, 2015
Design-Build Notice of Construction Award:	November 16, 2015	N/A
Planned Notice to Proceed for Design-Build:	January 14, 2016	N/A
Planned Start Construction of Infrastructure Improvements:	December 16, 2016	N/A
Planned Project Construction Substantial Completion & Open to Traffic:	N/A	July 18, 2018
Planned Final Construction:	N/A	August 28, 2018
Planned Close-Out Documentation:	July 18, 2018	October 9, 2018

4.0 DEFINITIONS:

- A. Agreement: The Standard Professional Services Agreement between FIU and the Consultant setting forth the obligations of the parties thereto, including, but not limited to, the performance of the work, furnishing of services, and the basis of payment.
- B. Contractor: The design-build firm contracting with FIU for performance of work or furnishing of materials under the Construction Contract.
- C. Construction Contract: The written design-build agreement between FIU and the Contractor setting forth the obligations of the parties thereto, including, but not limited to, the performance of the work, furnishing of labor and materials, and the basis of payment.
- D. Construction Project Manager: The FIU employee assigned to manage the Agreement and represent FIU during the performance of the services covered under this Agreement.
- E. Construction Training/Qualification Program (CTQP): The Department program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at CTQP website.
- F. Consultant: The consulting firm under contract with FIU for administration of CEI services.
- G. Consultant Project Administrator: The Consultant's administrator assigned by the Consultant to be in charge of providing Construction Contract administration services for the Project.
- H. Consultant Senior Project Engineer: The leading engineer assigned by the Consultant to be in charge of providing Construction Contract administration for the Project.
- I. Department Local Agency Program (LAP) Administrator: The Department employee responsible for coordinating the TIGER program between the District offices and sections and with the local agency (FIU) to develop and deliver the project through this program. The District LAP Administrator works closely with planning, project development, environmental, design, right of way acquisition, and construction staff in the District to obtain all approvals, assurances, and certifications required for those respective areas. All project specific responsibilities are included throughout the FDOT LAP Manual (FDOT Form 525-010-300). Any changes in project schedule, budget and/or scope will need to be approved by Administrator prior to commencement of work.
- J. Department Production Project Coordinator: Project manager responsible for the coordination between the FIU, FDOT and FHWA for the design review and approval from the different disciplines. Also responsible for overseeing contract compliance with Federal regulation and approval for any contract modification.
- K. District: Florida Department of Transportation District Six.
- L. District Construction LAP Compliance Auditor: Department employee in charge of auditing, reviewing and providing oversight assistance with contract compliance of Equal Employment Opportunity (EEO), Affirmative Action (AA), Disadvantage Business

Enterprise (DBE), federal Wage rate provisions, On-the-Job-Training Program and other civil rights related areas, as applicable to Florida Statutes and FHWA funding.

- M. District Construction Engineer: The administrative head of the District's Construction Offices.
- N. District Contract Compliance Manager: The administrative head of the District Contract Compliance Office.
- O. District Construction LAP Auditor: Department employee assigned by the Construction Unit to provide construction oversight of the Construction Contract Administration of the project.
- P. District Consultant CEI Manager (or CCEI): The Department employee assigned to administer the Consultant Construction Engineering and Inspection (CCEI) Program in the District.
- Q. District Construction Manager/Construction LAP Coordinator: Administrative head of the District Construction Department assigned to manage overall construction oversight of LAP Contracts in the District.
- R. District Professional Services Administrator: The Administrative Head of the Professional Services Office.
- S. District Secretary: The Chief Executive Officer in each of the Department's eight (8) Districts.
- T. Operations Engineer: The engineer assigned to a particular County or area to administer construction and maintenance contracts for the Department.
- U. Public Information Office: The Department's office assigned to manage the Public Information Program.
- V. Resident Compliance Specialist: The employee assigned by the Consultant to oversee project specific compliance functions.
- W. Resident Engineer: The engineer assigned to a particular County or area to administer Construction Contracts for the Department.
- X. Supplemental Agreement: A written agreement modifying the Construction Contract.

5.0 ITEMS TO BE FURNISHED BY FIU/DEPARTMENT TO THE CONSULTANT:

- A. The Department and FIU, on an as needed basis, will furnish the following Construction Contract documents for the Project. These documents may be provided in either paper or electronic format.
 - 1. Construction Plans
 - 2. Special Provisions (if any)
 - 3. Copy of the executed Construction Contract

- B. The Department will allow connection to the FDOT Network by the Consultant through either dialup communications, authorized Virtual Private Network (VPN) or approved leased lines. Appropriate approvals must be received from the Department prior to their use.
- C. The Department will furnish and support the software packages for SiteManager and Site Pad.
- D. Contract documents for the Project will be furnished by FIU.
- E. The Department and/or FIU may furnish to the Consultant an adequate supply of all sampling containers to be used in carrying out inspection services under this Agreement. Some of these are, but not limited: disposable type molds for casting concrete test cylinders, sample cartons, sample bags, and other expendable type testing supplies.
- F. All test report forms, report forms, and all other forms necessary for Project documentation will be furnished by the Department and/or FIU.
- G. Field office space shall be required to perform services authorized under this Agreement. See below for further information regarding the field office space to be provided to Consultant.

6.0 ITEMS TO BE FURNISHED BY THE CONSULTANT:

6.1 Department Documents:

All applicable Department and FIU documents referenced herein and in the RFQ shall be a condition of this Agreement. All Department documents, directives, procedures, and standard forms are available through the Department's internet website. All FIU documents, directives, procedures, and standard forms are available through the FIU Facilities internet website. Most items can be purchased through the following address. All others can be acquired through the District office or on-line at the Department's website.

Florida Department of Transportation
Maps and Publication Sales
605 Suwannee Street, MS 12
Tallahassee, Florida 32399-0450
Telephone No. (850) 488-9220

<http://www.dot.state.fl.us/construction/>

<http://facilities.fiu.edu/>

6.2 Office Automation:

The Consultant shall provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under the Agreement.

The Consultant shall provide each inspection staff with a laptop computer running SiteManager application through Citrix connection using a mobile broadband connection at the jobsite.

All computer coding shall be input by Consultant personnel using equipment furnished by them.

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

Current technical specifications for office automation can be viewed at:

<http://www.dot.state.fl.us/Construction/DesignBuild/ConsultantCEI/OfficeAutomation.shtm>

6.3 Field Office:

Engineer's Field Office (hereinafter defined) will be included in the Construction Contract as a per day pay item. The Contractor shall obtain all necessary permits for setting up the field office and making connections to city, county or local facilities and the cost of such permits shall be included in the pay item for construction field office. The field office will be furnished and will meet the requirements of the Construction Contract.

Field Office expenses will be compensated in accordance with Exhibit C to the Agreement, "Method of Compensation."

A 900 square-foot "Engineer's Field Office" for the Consultant's use is to be provided by the Contractor in accordance with FDOT Special Provision Section 109. The Consultant shall provide all furnishings, equipment, software and supplies necessary for the Consultant's operations at this field office not otherwise required to be provided by the Contractor under Section 109. The Contractor will maintain the office except that the Consultant shall provide janitorial services. FIU will reimburse the Contractor for Engineer's Field Office utility costs, including wired telephone/telecommunications service.

6.4 Vehicles:

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.

6.5 Field Equipment:

The Consultant shall supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement.

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

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

The Consultant's handling of nuclear density gauges shall be in compliance with their license.

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 in operational condition at all times.

6.6 Licensing for Equipment Operations:

The Consultant will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. The Consultant shall make the license and supporting documents available to the Department and to FIU for verification 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:

The Consultant shall keep FIU's Construction Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement, and seek input from the Construction Project Manager in order for the Construction Project Manager to oversee the Consultant's performance.

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

The Consultant shall serve as liaison between the Contractor and FIU, permitting agencies, South Florida Water Management District, the City of Sweetwater, Miami-Dade County, homeowners' associations and other applicable entities where such liaison is required for purposes of public information relations.

The Consultant shall submit all administrative items relating to invoice approval, personnel approval, user ids, time extensions, and Supplemental Agreements 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 Department and/or FIU will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. The Consultant shall cooperate and assist representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. Recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include, but are not necessarily limited to, the following:

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.

- B. Replace personnel whose performance has been determined by the Consultant, FIU and/or the Department to be inadequate. Personnel whose performance has been determined to be unsatisfactory shall be removed immediately.
- 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.

Consultant "Quality Evaluations" will be conducted by the Department and/or FIU during the Consultant's performance of the work using FDOT Forms 375-030-08A through 8Z, as applicable, and FDOT Form 375-030-08X in particular.

9.0 REQUIREMENTS OF THE CONSULTANT:

9.1 General:

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

The Consultant shall observe the Contractor's work to determine the progress and quality of work. The Consultant shall identify discrepancies, report significant discrepancies to FIU, and direct the Contractor to correct such observed discrepancies.

Pursuant to Section 337.11(8)(a), Florida Statutes, the Consultant is hereby designated by the District Secretary to negotiate and approve Supplemental Agreements within the thresholds established in the CPAM. However, the Consultant must seek input from the Operations Engineer and the Construction Project Manager. All such Supplemental Agreements must be determined to be in accordance with Florida law by the Department and FIU prior to approval by the Consultant. For any Supplemental Agreement, which exceeds the thresholds, the Consultant shall prepare the Supplemental Agreement as a recommendation to the Department and to FIU, which the Department and/or FIU may accept, modify or reject upon review. The Consultant shall consult with the Operations Engineer and with the Construction Project Manager, as it deems necessary, and shall direct all issues, which exceed its delegated authority, to the Operations Engineer and to the Construction Project Manager for Department and FIU action or direction.

The Consultant shall advise the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. Work provided by the Consultant shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

9.2 Survey Control:

The Consultant shall 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.

Any questions or requests for “Waiver of Survey” should be directed to the District Final Estimates Manager.

9.3 On-site Inspection:

The Consultant shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the Project is constructed in reasonable conformity with such documents. The Consultant shall maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. The Consultant will also monitor off-site activities and fabrication unless otherwise stipulated by this Agreement.

Traditional Florida Building Code Inspections and State Fire Marshall Inspections for enclosed and semi-enclosed spaces, service and utility rooms, elevators and stairs shall be performed by FIU or other consultants in accordance with FIU’s standard procedures, the costs for which shall be borne by FIU. The Consultant shall maintain primary responsibility for inspection of structural portions of the Project related to bridge foundations and supports and structures spanning State and Federal highways or within highway right-of-way and for elements that are required to meet FDOT standards, the costs for which inspections shall be borne by the Consultant.

The Consultant shall perform underwater bridge construction inspections of bridges with permanently submerged structural members, including retaining walls, in compliance with CPAM Section 10.6, Underwater Bridge Construction Inspection.

The Consultant shall monitor and inspect Contractor’s Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the Department’s procedures. Consultant employees performing such services shall be qualified in accordance with the Department’s procedures.

9.4 Sampling and Testing:

The Consultant shall perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the Department's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, the Consultant shall 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.

The Department and/or FIU will perform inspection and sampling of materials and components at locations remote from the Project site and the Department and/or FIU will perform testing of materials normally done in a laboratory remote from the Project site.

The Consultant shall be specifically responsible for job control samples, determining the acceptability of all materials and completed work items on the basis of either test results

or verification of a certification, certified mill analysis, department of DOT label, DOT stamp, etc.

The Department and/or FIU will monitor the effectiveness of the Consultant's testing procedures through observation and independent assurance testing.

Sampling, testing and laboratory methods shall be as required by the Department's standard specifications, supplemental specifications, FIU specifications and/or as modified by the special provisions of the Construction Contract.

Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done.

The Consultant shall be responsible for transporting samples to be tested in a Department laboratory to the appropriate laboratory or appropriate local FDOT facility.

The Consultant will input verification testing information and data into the Department's database using written instructions provided by the Department.

9.5 Engineering Services:

The Consultant shall 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 Department or FIU for failure of such parties to follow written direction issued by the Consultant.

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

- (1) If required, attend a pre-service conference for the Project in accordance with the Department's and FIU's procedures. The Consultant shall provide appropriate staff to attend and participate in the pre-service meeting.

Likewise, if required, the Consultant shall record a complete and concise record of the proceedings of the pre-service meeting and distribute copies of this summary to the participants and other interested parties within seven (7) days of the conference. The Consultant shall submit action request packages for personnel approval for immediate staff needs and a copy/computer file of the final negotiated staffing to the Construction Project Manager, either at this meeting or within seven (7) days of the meeting.

- (2) If requested, attend a final estimate informational meeting with the District Construction Final Estimates Office. The Consultant shall provide appropriate staff to attend and participate in this meeting.
- (3) If requested, attend a meeting with the District Compliance Officer prior to the pre-construction conference. The Operations Engineer, Department Project Administrator and Resident Compliance Officer shall attend this meeting.

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

- (4) Prepare and submit to the Operations Engineer for approval, within thirty (30) days after the pre-service meeting, a hard copy of the applicable documents for use of DOT Data Center Facilities and access to the Department's computer systems.
- (5) If requested, attend Local Agency Program Information Tool (LAPIT) informational meeting with the District construction office. The Consultant shall provide appropriate staff to attend and participate in this meeting.

Provide personnel proficient in the use of computers and scanner operation to input construction documents into an LAPIT. This will require familiarity with the documents and guidelines posted on the Department's website for LAPIT. Duties will include scanning, attributing and retrieving documents that are to be archived electronically.

- (6) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the Project. If the Project requires the use of the National Pollutant Discharge Elimination System (NPDES) General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors." The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Stormwater Discharges from Construction Sites" and guidelines developed by Department.
- (7) Analyze problems that arise on the Project and proposals submitted by the Contractor, endeavor to resolve such issues, and process the necessary paperwork.
- (8) Produce reports, verify quantity calculations, field measure for payment purposes as needed to prevent delays in Contractor operations and ensure prompt processing of such information in order for FIU to make timely payment to the Contractor.
- (9) If requested, prepare and make presentation before dispute review boards and/or other boards/committees in connection with the Project covered by this Agreement.
- (10) Monitor each Contractor and subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with Department and FIU procedures, if requested.
- (11) Provide a Resident Compliance Specialist for surveillance of the Contractor's compliance with Construction Contract requirements. The Resident Compliance Specialist is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review; and assist the District Contract Compliance Manager and FIU as requested.

- (12) Provide Public Information Services and be proactive in keeping the community aware of the status and traffic impacts of the referenced project. With approval from the Department's and FIU'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 Department's and FIU's designee will approve all responses, letters, news releases and the like. Provide timely, professional responses to project inquiries including emails, telephone calls, etc. Coordinate general public information meetings, open houses, community meetings as directed by the Department's and FIU's representatives. Notify Florida 511 of lane closures and detours and notify TeleAtlas of permanent roadway changes.
- (13) The Consultant shall have a digital camera for photographic documentation of noteworthy incidents or events to cover the following areas:
- (a). Pre-construction photographs
 - (b). Normal and exceptional progress of work
 - (c). Critical path activities
 - (d). Accidents showing damage
 - (e). Unsafe working conditions
 - (f). Unusual construction techniques
 - (g). Damaged equipment or materials
 - (h). Any activity, which may result in claims

These photographs will be filed and maintained on the Consultant's computer using the LYNX Digital Photo Management system or equivalent. Copies of photographs will be electronically transferred to the FIU Construction Project Manager and the Department at an interval determined by the Department Project Administrator and the Operations Engineer.

The taking of the photographs shall begin the day prior to the start of construction and continue regularly throughout the Project. Photographs shall be taken the days of conditional, partial and/or final acceptance.

9.6 Geotechnical Engineering:

The Consultant shall become familiar with the existing site conditions and the contract documents. The Consultant shall observe and record the progress and quality of foundation work to determine that the foundations are constructed at the correct location and elevation, identify discrepancies, submit monthly progress reports to the District Geotechnical Engineer (DGE) and to FIU, and direct the Contractor to correct such observed discrepancies. The Consultant shall attend the preconstruction conference and/or special geotechnical meeting for the Construction Contract. All services under this section will be performed in accordance to FDOT Specification Section 455. The Geotechnical Engineer (defined below) working on behalf of the Consultant will provide

the following services with the assistance of a qualified inspector who has completed the FDOT Drilled Shaft/Pile Driving Qualification Courses:

1) Drilled Shafts:

- a) Review the drilled shaft installation plan submitted by the Contractor for materials, methods, equipment, etc., and provide recommendations to the Department and to FIU within five (5) working days of the Contractor's submission.
- b) Observe installation of test hole (methods shaft(s)) such that it is constructed in accordance with the plans, specifications, and special provisions for the Construction Contract. The Consultant shall report on the adequacy of the Contractor's methods within three (3) working days of completion of the test hole (methods shaft(s)) construction.
- c) Observe construction of test holes, load test shafts, and production shafts. This includes review of testing of drilling slurry, core drilling and core logs, and other procedures as required.
- d) Inspect the bottom of the shafts for cleanliness using manual soundings or shaft inspection device as required in the contract documents.
- e) Provide all necessary forms and keep a log of all inspections made of the shafts. These logs made during the shaft inspections shall be turned over to the Department and to FIU within three (3) working days after completion of any shaft. Logs shall be signed and sealed by the Consultant's Geotechnical Engineer.
- f) Provide a written report of all test shaft installations to the DGE and to FIU within three (3) working days of shaft completion.
- g) When conditions occur which are different from those indicated on the plans, the Consultant's Geotechnical Engineer shall immediately report them to the Department Project Administrator, the DGE, and to the Construction Project Manager. Recommend adjustments to the authorized depths as necessary to obtain the shaft capacity to the DGE and FIU for approval.
- h) Hire a specialty engineer to perform non-destructive integrity testing of drilled shafts as required to estimate shaft uniformity and to detect possible shaft defects.
- i) Review concrete placement records to identify possible causes of shaft integrity problems.
- j) Evaluate problems encountered during construction, and coordinate with the Department Project Administrator, Construction Project Manager, and DGE to resolve such problems.

2) Piles:

- a) Review Contractor's Pile Installation Plan and provide comments to the Consultant Senior Project Engineer, the Construction Project Manager, and to the DGE within five (5) working days of the Contractor's submittal.
- b) Perform Wave Equation Analysis for Piles (WEAP) to determine suitability of hammer driving system for the Project. Provide results (check stresses, design capacity, and ultimate capacity) to the DGE and the Construction Project Manager within five (5) working days of the Contractor's submittal.
- c) Ensure dynamic testing performed (per the contract documents and when deemed necessary by the DGE and/or by the Construction Project Manager) during initial driving and re-drives.

- d) When monitoring the test pile driving process, determine proper fuel settings, thickness of pile cushions and when they need changing. Record all pertinent information that is needed to determine the driving criteria such as jetting, preforming, pre-drilling, reference elevation, hammer serial number hammer cushion material and thickness, pile cushion material and thickness, etc. This information shall be provided to the DGE and to the Construction Project Manager within 24 hours after the test pile driving process is completed. In most cases this information will be requested immediately following test pile completion. Submit electronic Pile Driving Analyzer (PDA) files within 24 hours after the test pile is completed.
- e) Ensure Case Pile Wave Equation Analysis (CAPWAP) is performed on test pile data for selected blows, using the latest version. At a minimum, CAPWAP shall be performed on initial drive data where required resistance is obtained below the minimum tip elevation and on set-check data (if any). If requested, the end of drive CAPWAP will be performed in the field upon completion of the drive, otherwise it shall be completed within 24 hours of driving the instrumented pile.
- f) Analyze the test data and available soils data as required to establish production pile lengths and driving criteria. The analysis must include WEAP utilizing CAPWAP results, to determine the driving criteria that will correlate accurately with driving resistance, blows per foot, energy, stresses and capacity. Submit preliminary report(s) recommending production pile lengths and driving criteria to the DGE and the Construction Project Manager for approval within four (4) working days after the test pile program is completed, unless requested sooner. The preliminary report shall include CAPWAP and WEAP printed & plotted outputs, and all raw data obtained by the PDA and CAPWAP solutions on DVD or CD computer disks.
- g) Furnish final written letters, signed and sealed, in the agreed format for production pile lengths and the driving criteria. The driving criteria letter must include blow count criteria, special requirements and limitations on settings (strokes/energy) to limit the stresses per the specifications. Include recommendations as to what to consider firm driving when applicable, to obtain the required minimum penetration.
- h) For projects with Embedded Data Collectors (EDCs), provide personnel proficient in operation of EDC monitoring equipment for data collection, interpretation and analysis. Utilize the most current version of Smart-Structures software along with antenna, workstation and stand. Provide qualified personnel capable of making accurate determination of pile acceptability in real time. Pack and submit the collected EDC data to the District geotechnical office and to FIU within 24 hours of driving each pile.

9.7 CEPTED Evaluation:

The Consultant shall review, and provide written evaluation of each of the two Crime Prevention Through Environmental Design (CPTED) submittals that are required as part of the Design-Build review documents with 90 percent and Final Component Plans. The Consultant shall observe and record the progress and quality of the work to determine that the project is constructed in accordance with the final accepted CPTED provisions. Submit reports with documentation of any discrepancies to FIU, and direct the Contractor to correct such observed discrepancies.

10.0 PERSONNEL:

10.1 General Requirements:

The Consultant shall staff the Project with the qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. Method of Compensation for personnel assigned to this Project is outlined in Exhibit C to the Agreement.

10.2 Personnel Qualifications:

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

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

Before the Project begins, all Project staff shall have a working knowledge of the current CPAM and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant's Project staff is highly recommended to achieve a knowledgeable and versatile Project inspection team but shall not be at any additional cost to the Department or FIU and should occur as workload permits. Visit the training page on the State Construction Office website for training dates.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. The District Construction Engineer or designee and FIU will have the final approval authority on such exceptions.

NOTE: Refer to the following in reviewing the minimum qualifications for the Consultant personnel referenced below:

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

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

ADVANCED CPTED PRACTITIONER - Completed the coursework, training, instruction and examinations required by the Florida Crime Prevention Training Institute

for Advanced CPTED as evidenced by an award and designation from the State of Florida Attorney General's Office.

ARCHITECT- Registered as an architect in accordance with Florida Statute 481 and four years of experience as a registered architect. Qualifications include the ability to communicate effectively, review architectural plans and specifications. Plans and organizes staff; develops and reviews policies and reviews programs for conformity with Department standards. A master's degree may be substituted for two years experience. (This position is not eligible for straight or premium overtime pay.)

CASTING YARD ENGINEER/ MANAGER- (Concrete Post-Tensioned Segmental Box Girder Bridges (CPTS)) Must be a registered Professional Engineer in the State of Florida (or if registered in another state, have the ability to obtain registration in Florida with 6 months) with a minimum of one (1) year, or non-registered with a minimum of three (3) years of experience with the use of geometry control computer programs and with the performance of surveying procedures required for the production of precast concrete box segments at a casting yard.

GEOTECHNICAL ENGINEER for Category I Bridge Pile Foundations- Registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) plus four (4) years of experience as a Geotechnical Engineer in responsible charge of geotechnical work, including at least two Category I bridges with pile foundations. Experienced in performing, analyzing and interpreting the results of: non-destructive testing of pile foundations, dynamic and static load testing, the Pile Driving Analyzer (PDA), CAPWAP and WEAP as appropriate.

GEOTECHNICAL ENGINEER for Category I Bridge Drilled Shaft Foundations- Registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) plus four (4) years of experience as a Geotechnical Engineer in responsible charge of geotechnical work, including at least two Category I bridges with drilled shaft foundations. Experienced in performing, analyzing and interpreting the results of: the Shaft Inspection Device, non-destructive tests of drilled shaft foundations and load tests as appropriate.

GEOTECHNICAL ENGINEER for Category II Bridge Pile Foundations- Registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) plus five (5) years of experience as a Geotechnical Engineer in responsible charge of geotechnical work, including at least one Category II bridge with pile foundations. Experienced in performing, analyzing and interpreting the results of: non-destructive testing of pile foundations, dynamic and static load testing, the Pile Driving Analyzer (PDA), CAPWAP and WEAP as appropriate.

GEOTECHNICAL ENGINEER for Category II Bridge Drilled Shaft Foundations- Registration in the State of Florida Board as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) plus five (5) years of experience as a Geotechnical Engineer in responsible charge of geotechnical work, including at least one Category II bridge with drilled shaft foundations. Experienced in performing, analyzing and interpreting the results of: the Shaft Inspection Device, non-destructive tests of drilled shaft foundations and load tests as appropriate.

CEI ENVIRONMENTAL SPECIALIST- A Bachelor's Degree in Environmental Science and three (3) years of professional experience and general background and knowledge in wetlands ecology, environmental permitting, wildlife surveys, wetland assessment, mitigation and management, management and erosion control practices, and/or hazardous waste and oil spill remediation, site restoration, environmental audits, contamination assessments, soil and groundwater remediation, and underground storage tank services as appropriate for the project. For project work involving management and erosion control practices, the individual shall be a qualified FDEP Stormwater Management Inspection.

QUALIFICATIONS:
NPDES FDEP Qualified

CERTIFICATIONS:
FDEP

PUBLIC INFORMATION OFFICER- High School Graduate or equivalent and be knowledgeable in public information and/or advertising involving mass circulation or distribution of literature, mass advertising or other similar activities and performed such work for at least three (3) years.

CEI RESIDENT COMPLIANCE SPECIALIST- High School Graduate or equivalent with one (1) year of experience as a resident compliance specialist on a construction project or two (2) years of assisting the compliance specialist in monitoring the project. Should have prior experience in both State and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluate data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as well as spend time at the District Compliance office as determined necessary.

CEI SENIOR INSPECTOR BUILDING STRUCTURES - High School Graduate plus eight (8) years of experience in construction inspection with four (4) years of experience in performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting fields tests. Senior Building Structures Inspector must be fully knowledgeable of all aspects of the building construction to include masonry work and familiarization with the local and State building codes and ordinances. Work is performed under the general supervision of the Project Engineer.

CEI BUILDING INSPECTOR/ ELECTRICAL - High School Graduate plus five (5) years experience as a qualified building inspector or general contractor. Experience shall be actual field experience as a qualified building inspector or job superintendent. Inspector must be fully knowledgeable of all local and State building codes and ordinances.

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

SENIOR INSPECTOR/SENIOR ENGINEER INTERN- High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection with the exception of Complex Category 2 (CC2) bridge structures.

For CC2 bridge structures, be a high school graduate or equivalent and have five (5) years of general bridge construction experience of which two (2) years must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. Additionally, a minimum of twelve (12) months of experience as the Senior Inspector in primary control of the type CC2 construction project for which CEI services are being provided by this scope. To be in primary control, a Senior Inspector must have supervised two or more inspectors and must have been directly responsible for all inspection requirements related to the construction operations assigned.

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

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

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

Must have the following:

Qualifications:

CTQP Concrete Field Inspector Level I

CTQP Concrete Transportation Construction Inspector (CTCI) Level II (all bridges)

CTQP Asphalt Roadway Level I (If applicable)

CTQP Asphalt Roadway Level II (If applicable) CTQP Earthwork Construction

Inspection Level I

CTQP Earthwork Construction Inspection Level II

CTQP Pile Driving Inspection (If applicable)

CTQP Drilled Shaft Inspection (If applicable – required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic

Signal structures)

CTQP Grouting Technician Level I (If applicable)

CTQP Post-Tensioning Technician Level I (If applicable)

FDOT Intermediate MOT

CTQP Final Estimates Level I

Certifications:

Nuclear Radiation Safety

SSPC course: C-3 Supervisor/Competent Person Training for Deleading of Industrial

Structures (If applicable) or a Civil Engineering degree and one (1) year of road & bridge CEI experience with the ability to earn additional required qualifications within one year. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.)

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

INSPECTOR/ENGINEER INTERN- High school graduate or equivalent plus two (2) years' experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, plus the following:

Qualifications:

CTQP Concrete Field Inspector Level I

CTQP Asphalt Roadway Level I (If applicable) CTQP Earthwork Construction Inspection Level I CTQP Pile Driving Inspection (If applicable)

CTQP Drilled Shaft Inspection (If applicable– required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)

CTQP Final Estimates Level I

FDOT Intermediate MOT

IMSA Traffic Signal Inspector Level I

Certifications:

Nuclear Radiation Safety

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

Or a Civil Engineering degree with the ability to earn additional required qualifications within one year. (Note: Engineer Intern classification requires E.I.T. certificate.)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

ASPHALT PLANT INSPECTOR - High School graduate or equivalent plus one (1) year experience in the surveillance and inspection of hot mix asphalt plant operations and the following:

Qualifications:

CTQP Asphalt Plant

Level I CTQP Asphalt

Plant Level I

CTQP Final Estimates Level I

Certifications:

None

INSPECTORS AIDE- High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors.

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

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

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

GEOTECHNICAL TECHNICIAN- Knowledge in the use and provisions of the PDA system, WEAP and CAPWAP computer programs to analyze concrete/steel/timber piling in conjunction with dynamic load tests with a minimum of three (3) years of experience on at least two (2) Department bridge projects.

Qualifications:

CTQP Pile Driving Inspection
CTQP Drilled Shaft Inspection

SENIOR ITS INSPECTOR- High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in ITS construction inspection, plus the following:

Qualifications:

Fiber Installation Inspection and OTDR Fiber Testing
DMS Operation and Testing
Controller Operation and Testing
CCTV Installation, Operation and Testing
Familiarity with Existing Communication Equipment and Switches

Certifications:

IMSA Level II
Or a Civil Engineering degree and one (1) year of ITS CEI experience.

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

ITS INSPECTOR- High school graduate or equivalent plus two (2) years' experience in construction inspection, one (1) year of which shall have been in ITS construction inspection, plus the following:

Qualifications:

Fiber Installation Inspection and OTDR Fiber Testing
DMS Operation and Testing
Controller Operation and Testing
CCTV Installation, Operation and Testing
Familiarity with Existing Communication Equipment and Switches

Certifications:

None
Or a Civil Engineering degree.

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

CEI LANDSCAPE INSPECTOR- High School Graduate or equivalent plus five (5) years of commercial or roadway landscape construction experience or F.D.L.C. Certification plus two (2) years of commercial or roadway landscape construction experience or a degree in a related field plus three (3) years of commercial or roadway landscape construction experience. The individual must be skilled at plant identification, classification, and grades and standards for nursery plants as established by the manual "Grades and Standards for Nursery Plants" by the Florida Department of Agriculture and Consumer Services. The individual must be knowledgeable of current industry standards for landscape installation, including plans reading and irrigation system construction. The individual must have the ability to read and interpret contract documents. The individual will receive general supervision from the Senior Inspector who reviews work while in progress.

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

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

10.3 Staffing:

Once authorized, the Consultant shall establish and maintain an appropriate staff through 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.

Construction engineering and inspection forces will be required of the Consultant at all times while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately as directed by the Department and/or FIU.

11.0 QUALITY ASSURANCE (QA) PROGRAM:

11.1 Quality Assurance Reviews:

The Consultant shall conduct semi-annual reviews to ensure compliance with the requirements of the Agreement and in this Scope of Services. Quality Assurance (QA) reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of the Agreement. QA reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in the 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.

11.2 Quality Assurance Plan:

Within thirty (30) days after receiving award of an Agreement, the Consultant shall 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 Department and/or FIU approves the Consultant QA plan.

Significant changes to the work requirements may require the Consultant to revise the QA plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The plan shall include, but not be limited to, the following areas:

A. Organization:

A description is required of the Consultant QA organization and its functional relationship to the part of the organization performing the work under the 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:

The Consultant QA plan shall detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

C. Quality Assurance Records:

The Consultant will outline the types of records which will be generated and maintained during the execution of the QA program.

D. Control of Subconsultants and Vendors:

The Consultant will detail the methods used to control subconsultant and vendor quality.

E. Quality Assurance Certification:

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

11.3 Quality Records:

The Consultant shall maintain adequate records of the QA 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 Department and/or FIU, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

12.0 AGREEMENT MANAGEMENT:

12.1 General:

- (1) With each monthly invoice submittal, the Consultant will provide a reviewed and approved status report for the Agreement. This report will provide the Consultant's accounting of the additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant.
- (2) When the Consultant identifies a condition that will require an amendment to the Agreement, the Consultant will communicate this need to the Construction Project Manager for acceptance. Upon acceptance, the Consultant shall prepare and submit a Supplemental Amendment Request (SAR) and all accompanying documentation to the Construction Project Manager for approval and further processing. The SAR is to be submitted at such time to allow the Department and/or FIU 12 weeks to process, approve, and execute the SAR. The content and format of the SAR and accompanying documentation shall be in accordance with the instructions and format to be provided by the Department and/or FIU. Any changes to the Consultant's work documented in an amendment to the Agreement as contemplated herein shall be made in accordance with the original scope of work identified under Section 2.0 of this Scope of Services.
- (3) The Consultant is responsible for performing follow-up activities to determine the status of each SAR submitted to the Department and/or FIU.

12.2 Invoicing Instructions:

Monthly invoices shall be submitted to FIU in a format and distribution schedule defined by FIU, no later than the 20th day of the following month.

If the monthly invoice cannot be submitted on time, the Consultant shall notify FIU prior to the due date stating the reason for the delay and the planned submittal date. Once

submitted, the Consultant Senior Project Engineer shall notify the Construction Project Manager via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

All invoices shall be submitted to FIU in electronic and hard copy formats in accordance with District Construction and Consultant Invoice Transmittal System (CITS) procedures. The Construction Project Manager must receive hard copy documentation within three (3) workdays of electronic submittal or the electronic submittal will be rejected. (Saturday, Sunday, and FIU and Department holidays are not considered workdays).

All charges to the Project will end no later than thirty (30) calendar days following final acceptance, or where all items of work are complete and conditional/partial acceptance is issued, unless authorized in writing by the Department and FIU.

A final invoice will be submitted to FIU no later than the 60th day following final acceptance of the Project or as requested by the Department and/or FIU.

13.0 SUBCONSULTANT SERVICES:

Upon written approval by the Construction Project Manager and the Department, and prior to performance of work, the Consultant may subcontract for engineering surveys, materials testing, or specialized professional services.

14.0 OTHER SERVICES:

Upon written authorization by FIU, the District Construction Engineer or designee, the Consultant will perform additional services in connection with the Project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the Department and/or FIU 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 on and off-site 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, the Consultant shall analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a supplemental amendment to this Agreement.

16.0 CONTRADICTIONS:

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

17.0 THIRD PARTY BENEFICIARY:

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

18.0 DEPARTMENT AUTHORITY:

The Department and/or FIU 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 C

To

FIU

Standard

Professional Services Agreement

Method of Compensation

**EXHIBIT “C”
METHOD OF COMPENSATION**

**Construction Engineering and Inspection Services for
UniversityCity Prosperity Project**

Project/Proposal Number:

Financial Project Number: 434688-1

Federal Project No.: TGER-002-A

1.0 PURPOSE:

This Exhibit defines the limits and method of compensation to be made to the Contractor for services set forth in Exhibit "B" and the method by which payments shall be made.

2.0 ASSIGNMENT OF WORK:

Services to be provided on each task assignment/project will be initiated and completed as directed by the Department's Project Manager (his/her designee). A "Letter of Authorization" will be issued for each task assignment/project scheduled.

3.0 COMPENSATION:

Funds will be encumbered for each "Letter of Authorization."

The Department will authorize services based on need and availability of budget. Execution of this Agreement does not guarantee that the work will be authorized.

4.0 Payment will not be made to the Vendor until the products have been delivered and/or the specified services have been satisfactorily performed and accepted by the Department.

5.0 ESTABLISHMENT OF LETTER OF AUTHORIZATION AMOUNT:

For each "Letter of Authorization" (LOA)/Task Assignment, the contractor, following the Scope of Services as set forth in Exhibit "B", Scope of Services, shall prepare an estimate of work and price based on the rates established in the Price Proposal, and allowable expenses. Once an acceptable Maximum Amount has been agreed upon by the Contractor and the Department's Project Manager, a "Letter of Authorization" (LOA)/Task Assignment" shall be issued by the Project Manager. All work authorizations shall be completed within the terms of this Agreement.

The Department's Project Manager shall obtain fund approval for each authorization by an approved encumbrance prior to issuing the "Letter of Authorization" (LOA)/Task Assignment".

6.0 PROGRESS PAYMENTS:

The Contractor shall submit monthly invoices in a format acceptable to the Department. Payment shall be made at the unit billing rates established in the Price Proposal, for services provided as approved by the Department. The contract unit rates shall include costs of salaries, overhead, fringe benefits, operating margin, labor, travel, administrative expenses, materials, equipment, profit, insurance, bonding and all other incidentals required for the work. The Contractor shall also submit a Department Contract Completion Report (Form#:575-060-07) with each invoice.

For the satisfactory performance of the services detailed in each "Letter of Authorization/Task Assignment," the Contractor shall be paid up to the Maximum Amount. Payment for expenses shall

be made on the basis of actual allowable cost incurred as authorized and approved by the Department.

Invoices shall be submitted to: Florida International University

Facilities Construction Services

Attn: Alberto Delgado

Project Manager, CSC 251

11555 SW 17TH ST

Miami, Florida 33199

The Vendor has certified that ____% MBE/DBE utilization would be achieved for this contract. If MBE utilization was certified by the Vendor, an MBE payment certification form shall be submitted with each invoice to verify the MBE utilization.

If DBE utilization was certified, DBE payments are to be input each month at the following link:

<https://www3.dot.state.fl.us/EqualOpportunityOffice/bizweb/>

New users reporting DBE payments will need to contact the FDOT Service Desk at

FDOT.ServiceDesk@dot.state.fl.us to get a BizWeb user ID and password to access the application.

7.0 DETAILS OF UNIT RATES:

Details of Unit Rates are contained in the Price Proposal, attached hereto and made a part hereof, for the performance of the Contractor's services set forth in Exhibit "B".

8.0 TANGIBLE PERSONAL PROPERTY:

This contract does not involve the purchase of State-Owned Tangible Personal Property, as defined in Chapter 273.05, Florida Statutes.

Other Statements, Forms and
Documentation

(Attachment 2 to RFQ)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

287.087 Preference to businesses with drug-free workplace programs. --Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

YES

NO

NAME OF BUSINESS: _____

E-VERIFY

Contract No: _____

Financial Project No(s): _____

Project Description: _____

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CONFLICT OF INTEREST CERTIFICATION
FOR CONSULTANT/CONTRACTOR**

375-030-50
PROCUREMENT
01/12

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department.

Contract No./Project Description(s): _____

Financial Project Number(s): _____

Each undersigned individual hereby attests that he/she has no conflicts of interest related to the contract(s) identified above.

Printed Names

Signatures

Date

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Name of Consultant

By: _____

Date

Non-DBE Small Business Subcontractor/Subconsultant	Type of Work	Percentage
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%

By: _____

Title: _____

Date: _____

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By: _____ Date: _____ Authorized Signature

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 04/14

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : _____ _____ _____ Congressional District, <i>if known</i> : 4c _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, <i>if known</i> : _____
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER
COVERED TRANSACTIONS
FOR FEDERAL AID CONTRACTS**
(Compliance with 49 CFR, Section 29.511)
(Appendix B Certification]

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant:

By _____ Date: _____
Authorized Signature

Title: _____

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction*, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which the transaction originated may pursue available remedies, including suspension and/or debarment.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

FIU

Professional Qualification Statement

FIUPQS Form

(Attachment 3 to RFQ)

**FLORIDA INTERNATIONAL UNIVERSITY
PROFESSIONAL QUALIFICATIONS SUPPLEMENT (FIUPQS)**

GENERAL INSTRUCTIONS:

1. Please type. The entire proposal must be limited to 40 single-sided 8½x11 pages (or 20 pages front and back), including the FIUPQS form, the letter of interest, and any additional information, but excluding cover sheets and divider pages (as long as such pages do not include any promotional material, such as proposal language, pictures of past projects, etc.) Number each page consecutively. **Any proposal exceeding 40 pages will be penalized. (See "FIUPQS Irregularities" on pages 14 and 15 for penalties). Submit the document in electronic .pdf format along with the required number of bound printed copies specified in the Owner's "Notice to Professional Consultants."**
2. The Instructions portion of the FIUPQS form (pages 1-5) and pages marked "Official Use Only" (pages 14-25) need not be submitted.
3. This form may be retyped and sections increased in size to provide additional information or pictures, provided that the requested information is provided, and in the order requested.
4. Where provisions of the Owner's "Notice to Professional Consultants" are in conflict with these instructions, the notice shall prevail. Failure to follow these instructions will result in point deduction or disqualification as described in the "FIUPQS Irregularities" checklist on pages 14 and 15.

SPECIFIC INSTRUCTIONS:

(Note: The numbers on these instructions correspond to the numbered items on the Florida International University Professional Qualifications Supplement form (pages 6 through 12). Use additional sheets when necessary, following the format on the Professional Qualifications Supplement.)

1. **PROJECT INFORMATION:** Enter the project number and project name as it appears in the public announcement for professional services in the "Florida Administrative Register."
2. **APPLICANT IDENTIFICATION:** Enter the legal name of the Applicant, the address, telephone number and other requested information. If the applying firm has multiple office locations, the applicant is considered to be **only the office location where the work is to be done**, and whose address is provided in this section, and shall be hereafter referred to as "Applicant." Consider only the specific office listed in response to this question as the "Applicant" when completing all other sections of the Professional Qualifications Supplement. Other branch offices are not to be considered when completing the FIUPQS form. Location rating scores are based on the Applicant office address only. See page 25 for Location Rating tables.

Attach a copy of the Applicant's current Professional License. Provide a copy of the firm license as a whole and the individual professional's license for the Applicant and all consultants. In addition, attach a copy of the current business license (occupational license, proof of payment business tax, or certificate of use) for the Applicant office.

If the Applicant is a corporation, include a copy of the corporate charter certificate from the Florida Department of State. If the Applicant is an out-of-state corporation, enter the foreign qualification number and provide a copy of the Department of State certificate.

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3. SERVICES TO BE PROVIDED: For the disciplines listed, note which are being provided as part of Basic Services by entering the name of the firm providing the services. If services are to be provided by the Applicant, so indicate. If a consultant is to provide the service, list the consultant's name and professional license number from the appropriate Florida Licensing Board in the space provided. Use names and license numbers of the firms as a whole, rather than of individuals in the firms. Enter the number of previous projects on which the Applicant has worked with each listed consultant.

Do not list Specialty Consultants by name anywhere throughout the proposal. Specialty consultants are defined as any consultant providing services in disciplines other than those listed on the standard FIUPQS form in section 3. **Applicants who add disciplines to this form and list Specialty Consultants by firm name or individual name or who identify Specialty Consultants by name anywhere in their proposals will be disqualified.** If the Applicant feels that its team will require the services of a specialty consultant, it should indicate for which disciplines it will require specialty consultant(s) at the end of section 3. If the Applicant firm has specialty expertise in-house, it may be indicated.

4a. WORK IN PROGRESS: List each project currently under contract, including contracts as a consultant to another firm. If the Applicant office is providing services for a contract held by another office location of the same firm, include a representative proportion of fee based on manhour records. NOTE: For projects for which the fee is \$20,000 or less, the entry may be combined onto one line. (Ex.: 3 studies, 4 small projects Fee Remaining = \$84,200.)

For all projects, enter the total amount of fee remaining (unearned), including fees for additional service authorizations, but excluding fees payable to consultants in the "Fees Remaining" column. **Failure to list all work in progress will be penalized. (See "FIUPQS Irregularities" on pages 14 and 15 for penalties)**

For projects under contract, but on hold for a long or indefinite period of time, enter the amount of fee remaining as described above in the "On Hold" column, and provide a letter from the Owner verifying that the project is on hold. Typically projects on hold due to funding issues or projects simply awaiting approvals to proceed into the next phase are not considered to be on hold. If a letter from the Owner is not provided, then that project will be considered to be active, and will be factored into the total Work in Progress amount. Also include projects awarded to the Applicant firm, but not yet under contract in this column with an estimated fee amount.

4b. PROFESSIONAL AND TECHNICAL STAFF, excluding consultants: Provide the number of permanent staff in each category, and calculate the total. Exclude secretarial and marketing staff, and any staff members whose technical duties comprise less than 70% of their responsibilities. Only employees assigned to the office location identified in response to Question 2 shall be included. If an employee works part-time, or divides his/her work between the Applicant office and another office location, use an appropriate fraction. Provide the name, title, length of time with firm, and city of residence for each individual included in the Total Professional and Technical Staff on an attachment in the format provided. Number each name on the list of Professional and Technical staff for counting purposes.

4c. FEE PER PERSON: Conduct the required calculation.

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5a. VOLUME OF FLORIDA INTERNATIONAL UNIVERSITY WORK: In this section, conduct the requested calculations for all FIU work over the listed time periods using the **entire** contract fee amount, including additional service authorizations, but excluding fees payable to consultants. Do not include work done as a consultant to another firm. Calculations are made depending on the date the contract was signed. Include only projects performed for Florida International University.

Example: Today's date is August 1, 2009. The Applicant firm entered a contract with a university on August 3, 2006. The Basic Services Fee was \$230,000; additional services have been issued for \$92,000; and \$112,000 was payable to consultants. Enter \$210,000 (which is \$230,000 + 92,000 - 112,000) under "Total Fee" for "Third Year Past" and conduct the required calculation. **Failure to list all FIU work will be penalized. (See "FIUPQS Irregularities" on pages 14 and 15 for penalties)**

5b. FLORIDA INTERNATIONAL UNIVERSITY FEE PER PERSON: Conduct the required calculation.

6. RELATED EXPERIENCE: List up to ten projects of comparable type, size and complexity which were accomplished by the Applicant as identified in Question 2. Do not list more than ten projects. **DO NOT LIST PROJECTS ACCOMPLISHED BY ANOTHER BRANCH OFFICE, UNLESS AN INDIVIDUAL ON THIS PROJECT TEAM WAS INVOLVED IN THE PROJECT.** Provide the requested information about each project: public or private client; completion date (actual or anticipated); project location; and, construction cost (or fee amount if the project was a study). In the shaded areas, list the individual members of the team proposed for this project, including consultants, who were involved on the listed project and their role in that project. A brief description may be provided to demonstrate the components of the project which are comparable to this project. Provide the information in the format provided on this FIUPQS form. The form may be expanded as needed to provide additional information about the project. Do not attach a project list on any other agency's form.

For the column headed "**Role in Project**", enter the following:

- "**Principal**" if the project was accomplished by the "Applicant" firm office location identified in response to Question 2 (if the project was done by a different office location, refer to "IE" below);
- "**Consultant**" if the project was accomplished as a consultant to another firm; and,
- "**IE**" (individual experience) if the project represents experience of an individual on the Project Team while working for another firm or another branch of the Applicant firm (in such cases, identify the individual by name and indicate what role the individual played in the project, e.g., project manager, principal-in-charge, project architect, etc.).

Related experience of the Applicant's consultants may be provided as information on a separate sheet and clearly marked as "Experience of (Name of Consultant)." **No more than ten projects may be listed for all consultants combined.**

7. PROPOSED PROJECT TEAM: List by name the key members of the proposed team to be assigned to the project for both the Applicant and the Consultants. If categories are not applicable, so note. For "Other Key Members," insert their titles inside the parentheses. For all individuals listed, note whether or not they are registered, the disciplines of registration/training and cities of residence; and attach résumés.

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Note to architectural Applicants: architectural consultants may not be listed if the Applicant is an architectural firm. **The selection committee will not accept teams with "design consultants".** If the Applicant's team requires additional architectural support, so note under Question No. 3, "Services to be Provided," in accordance with the instructions for **Specialty Consultants**.

Note to engineering and landscape architecture Applicants: engineering consultants in the Applicant's same discipline may not be listed if the Applicant is an engineering firm providing services in that engineering discipline. If the Applicant's team requires additional engineering support, so note under Question No. 3, "Services to be Provided," in accordance with the instructions for **Specialty Consultants**. Landscape Architecture consultants may not be listed if the Applicant is a Landscape Architecture firm. If the Applicant's team requires additional landscape architecture consultant support, so note under Question No. 3, "Services to be Provided," in accordance with the instructions for **Specialty Consultants**.

The team proposed on the FIUPQS must be available to provide the services for the project. If the Applicant discovers prior to the interview that any part of the team listed on the FIUPQS (either individual key staff or consultants) will not be available, it must notify the selection committee immediately. The selection committee will determine whether the change in the team would have affected the Applicant's shortlist score. If the change would lower the score, the Applicant may be removed from the shortlist. Once awarded the contract, the Applicant will not be permitted to alter its team without the Owner's approval.

8. REFERENCES: For the projects listed in response to Question No. 6, provide the project name, the Owner, and the name, telephone number and **valid email address** of the Owner's representative. Provide the estimated or actual information for the "Completion Date" and "Construction Cost" columns. Short listed firms will be responsible for reference forms being submitted by Owner's representatives directly to FIU. References for consultants may be requested at the option of the selection committee.

9. SIGNATURE: Sign and date the form. Type the name and title of the officer or principal of the firm who signs the form. **Forms must be signed. (NOTE: Signature indicates that the information provided on the FIUPQS form is accurate and in accordance with the FIUPQS instructions (pages 1- 5). Signature also indicates Applicant's profession that it has not been disqualified from applying for state work under suspension resulting from conviction of any public entity crime as described in Section 287.133, F.S. Information submitted is subject to the Laws of Perjury as stated in Chapter 837, Florida Statutes. Signature further denotes the Applicant's agreement that if information contained in the FIUPQS is found to be false, the Applicant may be disqualified from applying for Florida International University work for up to three years.)**

Requests for clarifications regarding the FIUPQS form should be directed to the university office which placed the "Notice to Professional Consultants."

SPECIAL INSTRUCTIONS FOR JOINT VENTURE APPLICANTS (Note: When firms are applying jointly for a project, they must have formed a joint venture. Firms applying as "Associations" without a joint venture agreement will not be considered.)

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- A. If the Applicant is a joint venture, a copy of the **joint venture agreement** which states specifically the percentage of fee to be earned by each party and each party's role in the project, must be supplied with the FIUPQS. The fee percentages must total 100%.
- B. Submit only one FIUPQS form with combined responses to each question, except for the following questions, which must be submitted individually for each of the parties of the joint venture:

- 4a. Work in Progress**
- 4b. Professional and Technical Staff**
- 4c. Fee per Person**
- 5a. Volume of FIU Work**
- 5b. FIU Fee per Person**

- C. Location rating will be scored based on the location rating score of the party to the joint venture which is farthest from the project. See page 25 for location rating tables.
- D. Provide responses to the following:
- 1) Why does the Applicant feel that a joint venture will best serve the needs of this project?
 - 2) How many projects has the joint venture performed together?
 - 3) Which of the key personnel have worked together before?
- E. Duplicate the signature block and have a principal of each firm sign the FIUPQS form, as described in Paragraph 9, above.
- F. Notwithstanding additional requirements described in this section, the 40 page limit as stated in section 1 also applies to JV applications. **Any proposal exceeding 40 pages will be penalized. (See "FIUPQS Irregularities" on pages 14 and 15 for penalties).**

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1. PROJECT NO. _____ PROJECT NAME: _____

2. APPLICANT NAME: _____ APPLICANT EMAIL: _____

ADDRESS: _____

ZIP: _____ FAX NO. () _____ TELEPHONE NO. () _____

FEDERAL I.D. NUMBER: _____ PROF. LICENSE NO. _____ FLA. CORP. CHARTER NUMBER: _____

3. SERVICES TO BE PROVIDED	* CONSULTANT NAME/LICENSE REGISTRATION NO., if applicable	# OF PROJECTS W/CONSULTANT
Architecture		
Mechanical Engineering		
Electrical Engineering		
Civil Engineering		
Structural Engineering		
Landscape Architecture		
Cost Estimating (optional)		
<p><i>*You may list additional Specialty Consultant disciplines required by type here, but do not list consultants by firm or individual name. Specialty Consultants are defined as any consultant providing services in disciplines other than those listed above in "Services to be Provided."</i></p>		

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4a. WORK IN PROGRESS		
PROJECTS	WORK ON HOLD (Fee Remaining)	FEE REMAINING
TOTAL		

4b. PROFESSIONAL AND TECHNICAL STAFF, EXCLUDING CONSULTANTS	
NUMBER	CATEGORY
	Registered Architects
	Registered Engineers
	Technical Staff (Graduate Design Professionals, Spec. Writers, Estimators, Interior Designers, Landscape Designers, etc.)
	Drafters (including CADD operators)
	TOTAL PROFESSIONAL AND TECHNICAL PERSONNEL

4c. FEE PER PERSON	
Total Fee (4a) divided by Total Staff (4b)	Fee Per Person
_____ / _____	= _____

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(Attach a listing of all permanent employees included in total in 4b using the following format.)

Name	Title	Time w/Firm	City of Residence
1.			

5a. VOLUME OF FLORIDA INTERNATIONAL UNIVERSITY WORK			
CONTRACT DATE	TOTAL FEE	FACTOR	ADJUSTED FEE AMOUNT
(1) From July 1 to Current Date	\$	x 1.0	= \$
(2) First Year Past (July 1 - June 30)	\$	x 0.8	= \$
(3) Second Year Past (July 1 - June 30)	\$	x 0.6	= \$
(4) Third Year Past (July 1 - June 30)	\$	x 0.4	= \$
(5) Fourth Year Past (July 1 - June 30)	\$	x 0.2	= \$
TOTAL FEE CONSIDERED			\$

5b. FLORIDA INTERNATIONAL UNIVERSTIY FEE PER PERSON	
Total Fee Considered (5a) divided by Total Staff (4b)	\$ _____ / _____ = \$ _____ (Fee per person)

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6. RELATED EXPERIENCE						(No more than 10 projects of comparable type, size and complexity)
In shaded areas for each listed project, list members of the proposed team who worked on that project and describe the extent of their involvement.						
PROJECT	PUBLIC/PRIVATE CLIENT	COMPLETION DATE	LOCATION	CONSTRUCTION COST	ROLE IN PROJECT (Principal, Consultant or IE – see instructions.)	
1)						
(list members of the proposed team who worked on that project and describe the extent of their involvement here)						
2)						
(list members of the proposed team who worked on that project and describe the extent of their involvement here)						
3)						
(list members of the proposed team who worked on that project and describe the extent of their involvement here)						
4)						
(list members of the proposed team who worked on that project and describe the extent of their involvement here)						
5)						
(list members of the proposed team who worked on that project and describe the extent of their involvement here)						
6)						
(list members of the proposed team who worked on that project and describe the extent of their involvement here)						
7)						
(list members of the proposed team who worked on that project and describe the extent of their involvement here)						
8)						

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6. (Cont'd) RELATED EXPERIENCE (No more than 10 projects of comparable type, size and complexity)					
In shaded areas for each listed project, list members of the proposed team who worked on that project and describe the extent of their involvement.					
PROJECT	PUBLIC/PRIVATE CLIENT	COMPLETION DATE	LOCATION	CONSTRUCTION COST	ROLE IN PROJECT (Principal, Consultant or IE – see instructions.)
9)					
(list members of the proposed team who worked on that project and describe the extent of their involvement here)					
10)					
(list members of the proposed team who worked on that project and describe the extent of their involvement here)					

7. KEY MEMBERS OF PROPOSED TEAM BY NAME				
7a. APPLICANT				
ROLE	NAME	REGISTERED?	DISC. OF REG./TRAINING	CITY OF RESIDENCE
Principal-in-Charge				
Project Manager				
Project Architect (or Engineer)				
Project Const. Administrator				
Other Key Member ()				
Other Key Member ()				

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*only for use when Applicant is not an architectural firm

7. (Cont'd.) KEY MEMBERS OF PROPOSED TEAM BY NAME				
7b. CONSULTANTS				
ROLE	NAME	REGISTERED?	DISC. OF REG./TRAINING	CITY OF RESIDENCE
Architecture*				
Mechanical Engineering				
Electrical Engineering				
Structural Engineering				
Civil Engineering				
Landscape Architecture				

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8. REFERENCES - for each project listed in response to Question No. 6, provide the following information:					
PROJECT	OWNER	OWNER'S REP. (name & phone no.)	OWNER'S REP. (email)	COMPLETION DATE	CONSTRUCTION COST
1)					
2)					
3)					
4)					
5)					
6)					
7)					
8)					
9)					
10)					

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9. I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE INFORMATION CONTAINED IN THIS FIUPQS IS ACCURATE IN ACCORDANCE WITH THE FIUPQS INSTRUCTIONS WHICH MAKE UP THE FIRST FOUR PAGES OF THIS FORM. (Subject to Perjury Laws, Chapter 837, Florida Statutes) I understand that the provision of false information could be cause for my firm's disqualification from applying for other FIU work for a period of up to three years.

Signature

Type Name and Title of Signer

Date

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FLORIDA INTERNATIONAL UNIVERSITY - PQS IRREGULARITIES		
Irregularity	Item No.	Action
Not numbered	Gen Inst. #1	Deduct 1 pt. from Exp. & Abil.
Over 40 pages	Advertisement & Gen. Inst. #1	Do not consider beyond 40 & deduct 1 pt. from Exp. & Ability
Copy of applicant's professional license or corporate charter not attached	Specific Instruction #2	Clarify for shortlisted firms
Professional license numbers not included	Specific Instruction #3	Clarify for shortlisted firms
Specialty Consultants listed (This includes any consultants which are not preprinted on the FIUPQS form)	Specific Instruction #3	Disqualify
Known work in progress not included	Specific Instruction #4a	0 pts. for "Current Workload."
"Hold" letter from Owner not included	Specific Instruction #4a	Include project in total calculation
List of names of staff members not included	Specific Instruction #4b	Clarify for shortlisted firms
Known FIU work not included	Specific Instruction #5a	0 pts. for "FIU Work"
More than 10 related projects listed for Applicant or for combined consultants (within FIUPQS form)	Specific Instruction #6	Do not consider beyond the 10th and deduct 1 pt. from "Experience & Ability"
Members of proposed team not listed in shaded area	Specific Instruction #6	Deduct 1 pt. from "Experience & Ability"

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(CONT'D) FLORIDA INTERNATIONAL UNIVERSITY - PQS IRREGULARITIES		
"Role in Project" column not completed correctly	Specific Instruction #6	Deduct 1 pt. from "Experience & Ability"
Design consultant listed	Specific Instruction #7	Disqualify
Form not signed by officer or principal	Specific Instruction #9	Deduct 1 pt. from "Experience & Ability." Principal must sign prior to finalization of shortlist.

UNIVERSITY EVALUATION INSTRUCTIONS *

1. The following instructions should be used by the University for completing Selection Evaluation Form Schedule A - Data, from data provided by the applicant in the submittal.

- a. Work in Progress:** Work in Progress is calculated on the fees retained by the Applicant firm after payment to consultant firms. Fees received by the Applicant firm in its capacity as a consultant to other firms are also included. The FIUPQS instructs the Applicants to report the amount of fees remaining unearned for all active projects. (See the FIUPQS instructions for complete requirements.) Verify that the Applicants' calculations are correct, and enter the appropriate data from FIUPQS form, page 7, column 4a on Schedule A.
- b. Work on Hold:** Work substantiated as being "on hold" by a letter from the project Owner is identified, but the Applicant does not include those projects in the "Work in Progress" calculations. If a letter from the Owner is not provided, the amount identified in the "On Hold" column is included in the total with the active projects.
- c. Professional and Technical Employees:** The number of staff reported by the Applicant from FIUPQS, page 7, column 4b is entered on Schedule A in the appropriate column. Verify that the number is substantiated by the list provided with the submittal, and that only professional and technical staff are included.
- d. Work in Progress Fee per Person:** This data from the FIUPQS form page 7, column Schedule A under the corresponding column. For joint venture applicants, each party to the joint venture is scored separately. The scores are prorated based on the parties' percentage of the fee as established in the joint venture agreement.
- e. Volume of Florida International University Work:** This data from the FIUPQS form, page 8, column 5a is entered on the Selection Evaluation Form Schedule A under the corresponding column. For joint venture applicants, each party to the joint venture is scored separately. The scores are prorated based on the parties' percentage of the fee as established in the joint venture agreement.
- f. FIU Work Fee per Person:** This data from the FIUPQS form, page 8, column 5b is entered on the Selection Evaluation Form Schedule A under the corresponding column. For joint venture applicants, each party to the joint venture is scored separately. The scores are prorated based on the parties' percentage of the fee as established in the joint venture agreement.
- g. Location:** The actual highway distance of the Applicant's office, FIUPQS form, line two page 6 from the project is entered on Schedule A under the corresponding column. For joint ventures, the lesser of the joint venture parties' scores is used.

2. The following instructions should be used by the university and the Committee for completing Selection Evaluation Form Schedule B - Analysis, from data provided on Schedule A:

- a. Related Project Experience:** Based on the selection criteria and the information provided by the FIUPQS forms, the Committee reviews each Applicant's related project experience and qualifications. The score is entered on the individual Schedule B under the column "Related Project Experience." **The score range is 0-20. The grading scale is; 20-17 = Outstanding, 16-13 = Good, 12-8 = Satisfactory, 8-4 = Poor and 4-0 = Unacceptable.**
- b. Ability to Provide Service:** Based on the selection criteria and the information provided by the FIUPQS forms, the Committee reviews each Applicant's ability to provide service. The score is entered on the

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individual Schedule B under the column "Ability to Provide Service." **The score range is 0-20. The grading scale is; 20-17 = Outstanding, 16-13 = Good, 12-8 = Satisfactory, 8-4 = Poor and 4-0 = Unacceptable.**

c. Work in Progress per Person: Using the information from Schedule A, column 5c, this rating is based on the dollar amount of fee per person remaining. This fee per person amount is rated within a **range of 0-5** in accordance with the Workload Rating Table (Attachment 6) and entered on Schedule B corresponding column.

d. FIU Work per Person: This rating is based on the dollar amount of fee per person for FIU work using the information from Schedule A, column 6b. This fee per person amount is rated within a **range of 0-5** in accordance with the Volume of Florida International University Work Rating Table and entered on Schedule B corresponding column.

e. Location: The Committee decides on the proper rating table to be used based on the type, size, and complexity of the project, as defined on the tables. The distance of the Applicant's office from the project, (as noted on page 6 of the Applicant's FIUPQS) is rated within a **range of 0-5** in accordance with the Location Rating Table A or B and entered on Schedule B corresponding column.

f. Preliminary Total. All individual scores in the "Related Project Experience" and "Ability to Provide Service" are combined with scores for "Work in Progress per Person," "FIU Work per Person" and "Location." This summation is compared for each applicant and converted into individual rankings for all applicants by individual committee member. **Individual committee members are asked to avoid ties in their individual top five ranked selections.** Individual member rankings are transferred to the Schedule B summary page where all individual rankings of each member are added together. This combined sum of rank points determines the combined shortlist ranking for all applicants.

3. Development of Shortlist. The Committee determines a shortlist ranking of each applicant based on total rank points, where the least number of rank points is the top ranking. Ties will be broken by combined total points for each firm, if necessary. No fewer than three (3) and no more than five (5) Applicants shall be shortlisted to present their qualifications at an interview with the Committee. Each member of the Committee must sign Schedule B.

4. Presentations and Interviews. The Committee chair should introduce the voting members and the visitors present. Once an Applicant has begun its presentation, every effort should be made to minimize interruptions to the Applicant's presentation. Interviews will be based on a 60 point system as follows:

a. Understanding of the Program and Project Requirements: The Applicants are evaluated on their understanding of the requirements and needs of the project as demonstrated by their project teams, including consultants. The Applicants shall be rated on the completeness of their understanding of the factors which are unique to the project, including the thoroughness demonstrated in analyzing and investigating the scope of the project and in preparing for the interview. **The score range is 0-20. The grading scale is; 20-17 = Outstanding, 16-13 = Good, 12-8 = Satisfactory, 8-4 = Poor and 4-0 = Unacceptable.**

b. Approach and Method: The Committee considers the Applicants' and their consultants' approaches to the project and methods proposed for planning, designing, and administration of the project. The Applicants should be asked to identify by name the key personnel of their proposed teams: project manager, project architect, project construction administrator, and other key staff members to be assigned to the job. The Applicant should also identify those responsible in areas such as: civil engineering, electrical engineering, landscape design, mechanical engineering, structural engineering, etc. Compensation for consultants listed on the FIUPQS will be deemed to be included within the basic fee unless otherwise identified in the proposal. **The score range is 0-20. The grading scale is; 20-17 = Outstanding, 16-13 = Good, 12-8 = Satisfactory, 8-4 = Poor and 4-0 = Unacceptable.**

c. Ability to Provide Service: The Committee will evaluate the Applicants' ability to meet the Owner's

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required timetable and to provide for the special or unique requirements of the project, including a projected time line of activities through project completion. The Applicants should be asked to discuss their ability to fulfill each project requirement and to describe all other projects on which team members are currently involved. Results of the reference checks are considered in this category. **The score range is 0-20. The grading scale is; 20-17 = Outstanding, 16-13 = Good, 12-8 = Satisfactory, 8-4 = Poor and 4-0 = Unacceptable.**

The 60 point scoring system will be converted to rank order by each selection committee member. Individual selection committee member rank points will be combined for each applicant to determine the final ranking. Shortlist scores will not carry forward or be combined with the interview scores. Ties will be broken by shortlist ranking, if necessary.

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OFFICIAL USE ONLY

Selection Evaluation Form Schedule A - DATA
BT-8XX, Project Name Architect/Engineer Selection
Florida International University

Location: **Modesto A. Maidique Campus**

Doc 1
15-Sep-09

Name of Applicant	CONSULTANTS					5a Value of Work in Progress (\$1,000's)	5a Value of Work On Hold* (\$1,000's)	5b Prof & Tech Staff (FTE)	5c Work In Progress per FTE (\$1,000's per FTE)	6a Value of FIU Work (\$1,000's)	6b FIU Work per FTE (\$1,000's per FTE)	Office Dist from Project	Joint Ven- ture %
	Civil	Landscape	Cost Estimating	Structural	MEP								
Firm #1						0	0	0	0	0	0	0.0	N/A
Firm #2						0	0	0	0	0	0	0.0	N/A
Firm #3						0	0	0	0	0	0	0.0	N/A
Firm #4						0	0	0	0	0	0	0.0	N/A
Firm #5						0	0	0	0	0	0	0.0	N/A
Firm #6						0	0	0	0	0	0	0.0	N/A
Firm #7a						0	0	0	0	0	0	0.0	50.00%
Firm #7b						0	0	0	0	0	0	0.0	50.00%
Firm #8						0	0	0	0	0	0	0.0	N/A
Firm #9						0	0	0	0	0	0	0.0	N/A
Firm #10						0	0	0	0	0	0	0.0	N/A
Firm #11						0	0	0	0	0	0	0.0	N/A
Firm #12						0	0	0	0	0	0	0.0	N/A
Firm #13						0	0	0	0	0	0	0.0	N/A
Firm #14						0	0	0	0	0	0	0.0	N/A
Firm #15						0	0	0	0	0	0	0.0	N/A
Firm #16						0	0	0	0	0	0	0.0	N/A
Firm #17						0	0	0	0	0	0	0.0	N/A
Firm #18						0	0	0	0	0	0	0.0	N/A
Firm #19						0	0	0	0	0	0	0	N/A
Firm #20						0	0	0	0	0	0	0	N/A

**FLORIDA INTERNATIONAL UNIVERSITY
PROFESSIONAL QUALIFICATIONS SUPPLEMENT (FIUPQS)**

OFFICIAL USE ONLY

Selection Evaluation Form - IRREGULARITIES

Florida International University

Doc 2

September 15, 2009

BT-8XX, Project Name
Architect/Engineer
Selection

FLORIDA INTERNATIONAL
UNIVERSITY PQS IRREGULARITIES

IRREGULARITY	ITEM NO.	ACTION	Firm #															
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
Not Numbered	Gen. Inst. #1	Deduct 1 points from "Exp. & Ability" score	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Over 40 pages	Advertisement & Gen. Inst. #1	Do Not Consider beyond 40 & deduct 1 pt from "Exp. & Ability" score	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Copy of applicant's professional license or corporate charter not attached	Specific Instruction #2	Clarify for short-listed firms	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Professional license numbers not included	Specific Instruction #3	Clarify for shortlisted firms	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Specialty Consultants listed - this includes any consultants which are not pre-printed on the FIUPQS form	Specific Instruction #3	Disqualify																
Known work in progress not included	Specific Instruction #4a	0 pts. for Current Workload	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
"Hold" letter from Owner not included	Specific Instruction #4a	Include project in total calculation	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
List of names of staff members not included	Specific Instruction #4b	Clarify for shortlisted firms	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Known FIU work not included	Specific Instruction #5a	0 pts. for FIU work	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
More than 10 related projects listed for Applicant or for combined consultants (within PQS form)	Specific Instruction #6	Do not consider beyond the 10th and deduct 1 point from exp & abil score	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Members of proposed team not listed in shaded area	Specific Instruction #6	Deduct 1 point from "Exp. & Ability" score	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
"Role in Project" column not completed correctly	Specific Instruction #6	Deduct 1 point from "Exp. & Ability" score	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Design consultant listed	Specific Instruction #7	Disqualify																
Form not signed by officer or principal	Specific Instruction #9	Deduct 1 point from "Exp. & Ability" score & principal must sign prior to finalization of shortlist	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
		FINAL ACTION =====>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

**FLORIDA INTERNATIONAL UNIVERSITY
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20 point Grading Scale:

- 17-20 = Outstanding
- 13-16 = Good
- 8-12 = Satisfactory
- 4-8 = Poor
- 0-4 = Unacceptable

Note: Avoid ties in your top 5 ranked firm selections.

Selection Evaluation Form Schedule B - ANALYSIS

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BT-8XX, Project Name Architect/Engineer Selection

September 15, 2009

Florida International University

Committee Member Name

Name of Applicant	Firm's Experience with Comparable Projects (PQS #6) (0-20)	Key Personnel Qualifications & experience (PQS #4b & #7) (0-20)	Scores Prefilled by Formula				Short List Total Points	Short List Rank
			Irregularities adjustments (-)	Work in Progress (Workload) (0-5)	Volume of Previous FIU Work (0-5)	Location Rating (0-5)		
Firm #1			0.0	5	5	5	15.0	
Firm #2			0.0	5	5	5	15.0	
Firm #3			0.0	5	5	5	15.0	
Firm #4			0.0	5	5	5	15.0	
Firm #5			0.0	5	5	5	15.0	
Firm #6			0.0	5	5	5	15.0	
Firm #7a			0.0	5	5	5	15.0	
Firm #8			0.0	5	5	5	15.0	
Firm #9			0.0	5	5	5	15.0	
Firm #10			0.0	5	5	5	15.0	
Firm #11			0.0	5	5	5	15.0	
Firm #12			0.0	5	5	5	15.0	
Firm #13			0.0	5	5	5	15.0	
Firm #14			0.0	5	5	5	15.0	
Firm #15			0.0	5	5	5	15.0	
Firm #16			0.0	5	5	5	15.0	
Firm #17			0.0	5	5	5	15.0	
Firm #18			0.0	5	5	5	15.0	
Firm #19			0.0	5	5	5	15.0	
Firm #20			0.0	5	5	5	15.0	

FLORIDA INTERNATIONAL UNIVERSITY
PROFESSIONAL QUALIFICATIONS SUPPLEMENT (FIUPQS)

Selection Evaluation Form Schedule B - ANALYSIS

BT-8XX, Project Name Architect/Engineer Selection

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Florida International University

Schedule B Summary page

FIRM No.	FIRM NAME	Committee Member #1		Committee Member #2		Committee Member #3		Committee Member #4		Committee Member #5		Committee Member #6		Committee Member #7		Combined Totals		Shortlist Rank
		Score	Rank	Score	Rank Points													
1	Firm #1	15	0	15	0	15	0	15	0	15	0	15	0	15	0	105	0	
2	Firm #2	15	0	15	0	15	0	15	0	15	0	15	0	15	0	105	0	
3	Firm #3	15	0	15	0	15	0	15	0	15	0	15	0	15	0	105	0	
4	Firm #4	15	0	15	0	15	0	15	0	15	0	15	0	15	0	105	0	
5	Firm #5	15	0	15	0	15	0	15	0	15	0	15	0	15	0	105	0	
6	Firm #6	15	0	15	0	15	0	15	0	15	0	15	0	15	0	105	0	
7	Firm #7a	15	0	15	0	15	0	15	0	15	0	15	0	15	0	105	0	
8	Firm #8	15	0	15	0	15	0	15	0	15	0	15	0	15	0	105	0	
9	Firm #9	15	0	15	0	15	0	15	0	15	0	15	0	15	0	105	0	
10	Firm #10	15	0	15	0	15	0	15	0	15	0	15	0	15	0	105	0	
11	Firm #11	15	0	15	0	15	0	15	0	15	0	15	0	15	0	105	0	
12	Firm #12	15	0	15	0	15	0	15	0	15	0	15	0	15	0	105	0	
13	Firm #13	15	0	15	0	15	0	15	0	15	0	15	0	15	0	105	0	
14	Firm #14	15	0	15	0	15	0	15	0	15	0	15	0	15	0	105	0	
15	Firm #15	15	0	15	0	15	0	15	0	15	0	15	0	15	0	105	0	
16	Firm #16	15	0	15	0	15	0	15	0	15	0	15	0	15	0	105	0	
17	Firm #17	15	0	15	0	15	0	15	0	15	0	15	0	15	0	105	0	
18	Firm #18	15	0	15	0	15	0	15	0	15	0	15	0	15	0	105	0	
19	Firm #19	15	0	15	0	15	0	15	0	15	0	15	0	15	0	105	0	
20	Firm #20	15	0	15	0	15	0	15	0	15	0	15	0	15	0	105	0	
21	Firm #21a	15	0	15	0	15	0	15	0	15	0	15	0	15	0	105	0	
22	Firm #22	15	0	15	0	15	0	15	0	15	0	15	0	15	0	105	0	
23	Firm #23	15	0	15	0	15	0	15	0	15	0	15	0	15	0	105	0	
24	Firm #24	15	0	15	0	15	0	15	0	15	0	15	0	15	0	105	0	
25	Firm #25	15	0	15	0	15	0	15	0	15	0	15	0	15	0	105	0	
26	Firm #26	15	0	15	0	15	0	15	0	15	0	15	0	15	0	105	0	
27	Firm #27	15	0	15	0	15	0	15	0	15	0	15	0	15	0	105	0	
28	Firm #28	15	0	15	0	15	0	15	0	15	0	15	0	15	0	105	0	
29	Firm #29	15	0	15	0	15	0	15	0	15	0	15	0	15	0	105	0	
30	Firm #30	15	0	15	0	15	0	15	0	15	0	15	0	15	0	105	0	
31	Firm #31	15	0	15	0	15	0	15	0	15	0	15	0	15	0	105	0	
32	Firm #32a	15	0	15	0	15	0	15	0	15	0	15	0	15	0	105	0	
33	Firm #33	15	0	15	0	15	0	15	0	15	0	15	0	15	0	105	0	
34	Firm #34	15	0	15	0	15	0	15	0	15	0	15	0	15	0	105	0	
35	Firm #35a	15	0	15	0	15	0	15	0	15	0	15	0	15	0	105	0	

**FLORIDA INTERNATIONAL UNIVERSITY
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ARCHITECT/ENGINEER REFERENCE CHECK

(This form is to be completed for each of the references checked. If the Owner's Representative cannot be reached, note the attempts in the "Comments" section.)

Architect/Engineer: _____

Project: _____

Owner: _____

Who was contacted?: _____ (name) _____ (date) _____ (time)

1. What professional services were performed?: _____

2. What was the project size? \$ _____

3. a. Were the design documents completed on time? _____ Yes _____ No

b. Was the construction completed on time? _____ Yes _____ No

4. Was the project completed within budget? _____ Yes _____ No

5. Did the architect/engineer make appropriate efforts to assure quality construction?
_____ Yes _____ No

6. Was the overall performance of the architect/engineer?
_____ below average
_____ average
_____ above average

7. Would you hire this firm again? _____ Yes _____ No

Comments:

Interview conducted by: _____ (Name) _____ (Date)

Signature: _____

**FLORIDA INTERNATIONAL UNIVERSITY
PROFESSIONAL QUALIFICATIONS SUPPLEMENT (FIUPQS)**

CURRENT WORKLOAD - RATING TABLE

(Revised 2-22-2008)

Fee per Person (\$)	Rating
0 - 75,000.....	5
75,001-100,000	4
100,001 -125,000	3
125,001 -150,000	2
150,001 -175,000	1
> 175,000	0

VOLUME OF FLORIDA INTERNATIONAL UNIVERSITY WORK - RATING TABLE

(Revised 2-22-2008)

Fee per Person (\$)	Rating
0 - 14,999	5
15,000 - 29,999	4
30,000 - 49,999	3
50,000 - 74,999	2
75,000 - 99,999	1
100,000 and up	0

**FLORIDA INTERNATIONAL UNIVERSITY
PROFESSIONAL QUALIFICATIONS SUPPLEMENT (FIUPQS)**

LOCATION RATING TABLE - A

- ! To be used for any complicated project requiring extensive on-site presence; or
- ! Projects with an estimated construction budget of \$2,000,000 or less; or
- ! Continuing Service Contracts:

Miles From Project	Rating
0- 30	5
31- 60	4
61- 90	3
91-140	2
141-200	1
201 and up	0

LOCATION RATING TABLE - B

- ! To be used for all large projects, and studies which do not require extensive on-site presence:

Miles From Project	Rating
0 -	5
51- 100.....	4
101- 150.....	3
151- 200.....	2
201- 250.....	1
251and up.....	0