

**MASTER SERVICES AGREEMENT  
FOR BRIDGE INSPECTIONS  
(PS-5972-24/LTT)**

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between \_\_\_\_\_, duly authorized to conduct business in the State of Florida, whose address is \_\_\_\_\_, in this Agreement referred to as “CONSULTANT”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Agreement referred to as “COUNTY”.

**W I T N E S S E T H:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified consultant to provide Bridge Inspections; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of services of consultants; and

**WHEREAS**, CONSULTANT is competent, qualified, and desires to provide those services according to the terms and conditions stated in this Agreement,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONSULTANT agree as follows:

**Section 1. Services.**

(a) COUNTY hereby retains CONSULTANT to provide professional services and perform those tasks as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. Required services will be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study.

CONSULTANT is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONSULTANT's submission in response to this solicitation. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

(b) CONSULTANT may utilize labor categories that are not included in the fee proposal for each Work Order, but that have been approved in the Master Agreement. If a substitution is necessary, the work must be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order amount, and in no event may the Work Order amount be modified as a result of any changes in labor categories. CONSULTANT shall submit a written request to the COUNTY's Project Manager for approval of any substitution prior to the utilization of any labor category for service. The approval of COUNTY's Project Manager of any substitution must take place prior to submission of the invoice. Any approved labor category substitution must be based on the prevailing labor categories and their associated hourly rates established in the Master Agreement that are in effect on the date of COUNTY's approval for any substitution.

**Section 2. Term.** This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years and, at the sole option of COUNTY, may be renewed for three (3) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations of both parties under such Work Orders will remain in effect until completion of the work authorized by the respective Work Order.

**Section 3. Authorization for Services.** Authorization for performance of professional services by CONSULTANT under this Agreement must be in the form of written Work Orders issued and executed by COUNTY and signed by CONSULTANT. A sample Work Order is

attached as Exhibit B. Each Work Order must describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and will incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for COUNTY during the term of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

**Section 4. Time for Completion.** The services to be rendered by CONSULTANT must be commenced as specified in such Work Orders as may be issued under this Agreement and must be completed within the time specified in the respective Work Order.

**Section 5. Compensation.** COUNTY shall compensate CONSULTANT for the professional services provided for under this Agreement on either a “Fixed Fee” basis or on a “Time Basis Method”. CONSULTANT will be compensated in accordance with the Contract Pricing attached as Exhibit C. CONSULTANT is also required to execute the Truth in Negotiations certificate attached as Exhibit D.

**Section 6. Reimbursable Expenses.**

(a) If a Work Order is issued on a Fixed Fee or Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable “Fixed Fee,” “Not-to-Exceed,” or “Limitation of Funds” amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONSULTANT, its employees, or its professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) COUNTY shall reimburse CONSULTANT for the following costs: travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. COUNTY is not obligated to reimburse CONSULTANT for the costs of meals, travel, vehicle mileage, tolls, and parking for the local employees of CONSULTANT, that is, employees located within fifty (50) miles of the job site.

A. Reimbursement for mileage must be at the rate allowable by the federal Internal Revenue Service. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two (2) occupants.

C. Reimbursement for lodging must be at \$100.00 or the actual expenses for lodging at a “non-resort”-type hotel located in Seminole County, Florida.

D. Meals must not exceed:

1. Breakfast:  
\$6.00 without receipts  
\$10.00 with receipts;
2. Lunch:  
\$11.00 without receipts  
\$13.00 with receipts;
3. Dinner:  
\$19.00 without receipts  
\$27.00 with receipts.

E. Reimbursement for airfare must be based on coach rates.

(2) Reimbursement for the expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, COUNTY shall reimburse the cost of other expenditures made by CONSULTANT in the interest of the Project.

(b) Any reimbursable expenses under this Agreement must be supported by a source document such as a receipt or invoice with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses must be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, all as solely determined by COUNTY.

#### **Section 7. Payment and Billing.**

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order will be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Work Order, but in no event may CONSULTANT be paid more than the negotiated Fixed Fee amount stated in the Work Order.

(b) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, CONSULTANT shall perform all work required by the Work Order, but in no event may CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Limitation of Funds amount. CONSULTANT is not authorized to exceed that amount without the prior written approval of COUNTY. This approval, if provided by COUNTY, must indicate a new Limitation of Funds amount. CONSULTANT shall advise COUNTY whenever CONSULTANT has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Work Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders that are One Hundred Thousand and No/100 Dollars (\$100,000.00) and over in value issued on a Fixed Fee Basis. COUNTY shall pay CONSULTANT one hundred percent (100%) of the approved amount on Work Orders under One Hundred Thousand and No/100 Dollars (\$100,000.00) in value issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event may the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders that are One Hundred Thousand and No/100 Dollars (\$100,000.00) and over in value issued on a Time Basis Method with a Not-to-Exceed amount. COUNTY shall pay CONSULTANT one hundred percent (100%) of the approved amount on Work Orders under One Hundred Thousand and No/100 Dollars (\$100,000.00) in value issued on a Time Basis Method with a Not-to-Exceed amount.

(f) Each Work Order that is One Hundred Thousand and No/100 Dollars (\$100,000.00) and over in value issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount must be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may release the retainage or any portion of it at COUNTY's sole and absolute discretion.

(g) For Work Orders issued on a Time Basis Method with a Limitation of Funds amount, CONSULTANT may invoice the amount due for services actually performed and completed. COUNTY shall pay CONSULTANT one hundred percent (100%) of the approved amount on Work Orders issued on a Time Basis Method with a Limitation of Funds amount.

(h) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

[AP@SeminoleClerk.org](mailto:AP@SeminoleClerk.org)

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office  
Seminole County Board of County Commissioners  
P.O. Box 8080  
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Public Works  
100 East First Street  
Sanford, FL 32773

(i) Upon review and approval of CONSULTANT's invoice, COUNTY shall pay CONSULTANT the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

#### **Section 8. General Terms of Payment and Billing.**

(a) Upon satisfactory completion of work required under this Agreement and upon acceptance of the work by COUNTY, CONSULTANT may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement and less any amount already paid by COUNTY. COUNTY shall pay CONSULTANT within thirty (30) days of receipt of a proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONSULTANT at any time during the term of this Agreement and after final payment to support

final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONSULTANT and COUNTY. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONSULTANT. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if Federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives must have access to any books, documents, papers, and records of CONSULTANT that are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSULTANT shall maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONSULTANT shall make such materials available at CONSULTANT's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

#### **Section 9. Responsibilities of CONSULTANT.**

(a) CONSULTANT is responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following, which are listed



for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature provided by CONSULTANT under this Agreement. CONSULTANT shall correct or revise, without additional compensation, any errors or deficiencies in CONSULTANT's plans, analysis, data, reports, designs, drawings, specifications and any and all other services of whatever type or nature.

(b) COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONSULTANT is and will remain liable to COUNTY, in accordance with applicable law, for all damages to COUNTY caused by CONSULTANT's performance of any services or provision of any materials under this Agreement.

**Section 10. Ownership of Documents.** All deliverable analysis, reference data, survey data, plans, reports, and any other form of written instrument or document that may result from CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement will become the property of COUNTY after final payment is made to CONSULTANT.

**Section 11. Termination.**

(a) By written notice to CONSULTANT, COUNTY may terminate this Agreement or any Work Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONSULTANT to fulfill its obligations under this Agreement. Upon receipt of such notice:

(1) CONSULTANT shall immediately discontinue all services affected unless the notice directs otherwise; and

(2) CONSULTANT shall deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT will be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT will be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement, as determined solely and conclusively by COUNTY.

(c) If the termination is due to the failure of CONSULTANT to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONSULTANT will be liable to COUNTY for all reasonable additional costs associated with CONSULTANT's failure to fulfill its obligations under this Agreement.

(d) CONSULTANT will not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of CONSULTANT. CONSULTANT will be responsible and liable for the actions of its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONSULTANT include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but, in every case, the failure to perform must be beyond the control and without the fault or negligence of CONSULTANT.

(e) If after notice of termination for CONSULTANT's failure to fulfill its obligations under this Agreement, it is determined that CONSULTANT did not so fail, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**Section 12. Agreement and Work Order in Conflict.** Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement will prevail.

**Section 13. Equal Opportunity Employment.** CONSULTANT shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability. CONSULTANT shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**Section 14. No Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY has the right to terminate this Agreement, at its

sole discretion and without liability, and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**Section 15. Conflict of Interest.**

(a) CONSULTANT shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONSULTANT to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

**Section 16. Assignment.** Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and only by a document of equal dignity with this Agreement.

**Section 17. Subcontractors.** CONSULTANT shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONSULTANT will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

**Section 18. Indemnification of COUNTY.** CONSULTANT shall indemnify and hold harmless COUNTY, its commissioners, 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 CONSULTANT and other persons employed or utilized by CONSULTANT in the performance of this Agreement.

**Section 19. Insurance.**

(a) General. CONSULTANT shall procure and maintain insurance required under this Section at CONSULTANT's own cost.

(1) CONSULTANT shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONSULTANT shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONSULTANT shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section

within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONSULTANT will relieve CONSULTANT of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall immediately notify COUNTY as soon as CONSULTANT has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONSULTANT's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONSULTANT and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONSULTANT to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONSULTANT is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONSULTANT and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for

liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONSULTANT's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONSULTANT shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. CONSULTANT shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONSULTANT's insurance must cover CONSULTANT for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any



auto used by CONSULTANT. In the event CONSULTANT does not own automobiles, CONSULTANT shall maintain coverage for hired and non-owned auto liability for autos used by CONSULTANT, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONSULTANT must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	\$1,000,000.00
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(d) Coverage. The insurance provided by CONSULTANT pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONSULTANT.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONSULTANT, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

**Section 20. Dispute Resolution.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONSULTANT hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONSULTANT had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

**Section 21. Representatives of COUNTY and CONSULTANT.**

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONSULTANT, COUNTY shall designate and advise CONSULTANT in writing of one or more COUNTY employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONSULTANT shall designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of CONSULTANT and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually advised of such designation.

**Section 22. All Prior Agreements Superseded.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this Agreement. Accordingly, it is agreed that no deviation from the terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

**Section 23. Modifications, Amendments or Alterations.** No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

**Section 24. Independent Contractor.** Nothing in this Agreement is intended or may be construed as, in any manner, creating, or establishing a relationship of co-partners between the parties or as constituting CONSULTANT, including its officers, employees, and agents as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONSULTANT is and will remain an independent contractor with respect to all services performed under this Agreement.

**Section 25. Employee Status.** Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement will have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

**Section 26. Services Not Provided For.** No claim for services provided by CONSULTANT not specifically provided for in this Agreement will be honored by COUNTY.

**Section 27. Public Records Law.**

(a) CONSULTANT acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONSULTANT shall provide COUNTY with all requested public records in CONSULTANT's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONSULTANT specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes with regard to public records and shall perform the following:

(1) CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement.

(2) CONSULTANT shall provide COUNTY with access to public records on the same terms and conditions that COUNTY 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) CONSULTANT shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONSULTANT shall transfer, at no cost to COUNTY, all public records in possession of CONSULTANT, or keep and maintain public records required by COUNTY under this Agreement. If CONSULTANT transfers all public records to COUNTY upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains the public records upon completion of this Agreement, CONSULTANT must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice

to CONSULTANT. CONSULTANT may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

**(e) IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONSULTANT MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

**Section 28. Governing Law, Jurisdiction, and Venue.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

**Section 29. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

**Section 30. Patents and Royalties.** Unless otherwise provided, CONSULTANT is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance

of this Agreement. CONSULTANT, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONSULTANT. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONSULTANT. If such a claim is made CONSULTANT shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONSULTANT and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**Section 31. Notices.** Whenever either party desires to give notice to the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

**For COUNTY:**

Seminole County Public Works  
100 East First Street  
Sanford, FL 32773

**With a copy to:**

Seminole County Purchasing & Contracts Division  
1301 E. Second Street  
Sanford, FL 32771

**For CONSULTANT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 32. Rights At Law Retained.** The rights and remedies of COUNTY provided under this Agreement are in addition to any other rights and remedies provided by law.

**Section 33. Headings and Captions.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

**Section 32. E-Verify System Registration.**

(a) CONSULTANT must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONSULTANT for engaging with or contracting for the services of any subcontractors under this Agreement, CONSULTANT must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONSULTANT must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONSULTANT has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONSULTANT, CONSULTANT may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONSULTANT otherwise complied with this Section, COUNTY must promptly notify CONSULTANT and order CONSULTANT to immediately terminate its agreement with the subcontractor.



(c) CONSULTANT shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit E, to COUNTY.

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement for the purposes stated above.

ATTEST: \_\_\_\_\_

\_\_\_\_\_, Secretary By: \_\_\_\_\_, President

(CORPORATE SEAL) Date: \_\_\_\_\_

*[Remainder of page left intentionally blank; signature block continues onto next page]*

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

For the use and reliance of  
Seminole County only.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

RM/dbd

5/23/24

T:\Users\Legal Secretary CSB\Purchasing 2024\PS-5972.docx

By: \_\_\_\_\_

STEPHEN KOONTZ,  
Purchasing & Contracts Division Manager

Date: \_\_\_\_\_

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_,  
20\_\_\_\_\_, regular meeting.

Attachments

Exhibit A - Scope of Services

Exhibit B - Sample Work Order

Exhibit C - Contract Pricing

Exhibit D - Truth in Negotiations Certificate

Exhibit E - Affidavit of E-Verify Requirements Compliance

# **EXHIBIT A**

## **ATTACHMENT "A"**

### **SCOPE OF SERVICES**

#### **SEMINOLE COUNTY GOVERNMENT AGENCY BRIDGE INSPECTION**

### **OUTLINE OF CONTENTS**

#### **1.0 PROJECT OBJECTIVE**

#### **2.0 GENERAL DESCRIPTION**

#### **3.0 PERSONNEL REQUIREMENT**

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- 4.2. Inspection Reports (General Procedure
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- 5.1. Quality Reviews
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#### **9.0 LIST OF BRIDGES TO BE INSPECTED FOR CONTRACT**

# **EXHIBIT A**

## **SEMINOLE COUNTY'S CONSULTANT BRIDGE INSPECTION PROGRAM**

### **1.0 PROJECT OBJECTIVE**

Seminole County (COUNTY) requests proposals from engineering firms with experience in Bridge Inspections and FDOT prequalified in 5.1 and 5.3 conventional and complex bridge inspections respectively. The Consultant shall perform bridge inspection services, as described in this scope of Services, for bridges and box culverts with openings less than twenty feet (20') in width, pedestrian, trail, and bridges not inspected by FDOT, listed by number in Attachment "B". Bridges located within the geographical limits of Seminole County, herein after called the COUNTY, are to be inspected in compliance with Federal Regulations (National Bridge Inspection Standards, CFR Title 23, Part 650, Subpart C); Section 335.074, Florida Statutes; Safety Inspection of Bridges; and State of Florida Department of Transportation Rules, Chapter 14-48, F.A.C., Bridge Inspection Standards.

### **2.0 GENERAL DESCRIPTION**

- 2.1. The Consultant shall perform bridge inspection services, as described in this Scope of Services, for bridges and culverts with openings less than twenty feet (20') in width and those not inspected by FDOT, pedestrian, trail, and others listed by number in Attachment "B". The frequency of inspection shall comply with Florida Statutes and the Manual for Bridge and Other Structures Inspection and Reporting Procedures. Each bridge is to be inspected at regular intervals not to exceed 48 months. The bridges requiring a Fracture Critical inspection must be performed every 24 months, coinciding with the regular inspection date. Based on some bridge components condition rating they may have interim inspections of 6 or 12 months.

Total Bridges: 55

Under Water: 0

Fracture Critical: 0

Interim 6 months: 0

Interim 12 months: 0

(Each one included in the total of bridges)

- 2.2. The following task units are dynamic, therefore, the quantity for each work item is estimated below:

#### **2.2.1. Routine Inspection**

Bridges listed in Attachment "B" will require Routine Bridge Inspections in compliance with Florida Statutes and the Manual for Bridge and Other Structures Inspection and Reporting Procedures and the requirements of this scope as set forth herein.

#### **2.2.2. Routine Processing**

Bridges listed in Attachment "B" will require Routine Processing in compliance with Florida Statutes and the Manual for Bridge and Other Structures Inspection and Reporting Procedures and the requirements of this scope as set forth herein.

## **EXHIBIT A**

### **2.2.3. Initial Inspection**

Bridges not listed in Attachment "B" will require initial inspection and application for new bridge numbers, when necessary, since prior inspections of these newly constructed or newly inventoried structures have not been performed. A bridge record file will be a MS Access database in the FDOT PONTIS format and be in compliance with Florida Statutes and the Manual for Bridge and Other Structure Inspection and Reporting Procedures and the requirements of this scope set forth herein. By using the bridge database program for this initial inspection, a bridge record file, which is unique to the bridge, will be created.

### **2.2.4. Load Ratings**

All bridges that are newly constructed, rehabilitated, inventoried, having significant deterioration or not having a proper analysis will be required to have a new load rating calculation when approved by the County's Project Manager.

- i. New load rating calculations will be required for fixed bridges newly built, rehabilitated, new to the inventory, or with significant deterioration.
- ii. Load rating calculations will be required for fixed bridges newly built, rehabilitated, new to the inventory or with significant deterioration.
- iii. Load rating calculations will be required for complex bridges newly built, rehabilitated, new to the inventory or with significant deterioration. Typical types of complex structures will include box girders, bulb tees, suspension, cable stayed, post tensioned segmental concrete, high rise structures, large steel trusses and other structures with complex design.

### **2.2.5. Interim inspections**

Interim bridge inspections, as specified in the Department's procedure 850-010-30g, section 3.2, will be required for bridges that are posted or with low condition and/or appraisal ratings or after substantial repairs by the owner, or damage caused by vehicular/vessel impact (bridge hit).

Page one of the inspections reporting format will show the overall Numerical Condition Rating (NCR) of the major components of the bridge. These components correspond to those of the National Bridge Inspection Standard (NBIS) which are required by the Federal Highway Administration on all inspection reports. The NCR will be presented on a 0 to 9 scale. If the overall NCR for a major component is rated 4, or a safe loading capacity is calculated to be 4 or less, an interim inspection, performed in the year between the routine biennial interim inspections will be required. If the overall NCR of a major component is rated = 4, interim inspections are required semiannually (every 12 months), if is rated  $\leq 3$ , interim inspections are required every 6 months, between the routine biennial inspections.

### **2.2.6. Special Inspections**

Special Inspections Services are to include bridges with circumstances that warrant additional time to perform the inspection such as bridge lengths greater than 1000 ft, inspections at night to avoid traffic or require the use of a bridge inspection machine.

### **2.2.7. Complex Routine Inspections**

## **EXHIBIT A**

Bridges in Attachment "B" will require Complex Routine Inspection in compliance with Florida Statutes and Manual for Bridge and Other Structures Inspection and Reporting Procedures and the requirements of this scope set forth herein. Typical types of complex structures will include box girders, bulb tees, suspension, cable stayed, post tensioned segmental concrete, high rise structures, large steel trusses and other structures with complex design.

### **2.2.8. Complex Routine Processing**

Bridges in Attachment "B" will require Complex Routine Processing in compliance with Florida Statutes and Manual for Bridge and Other Structures Inspection and Reporting Procedures and the requirements of this scope set forth herein. Typical types of complex structures will include box girders, bulb tees, suspension, cable stayed, post tensioned segmental concrete, high rise structures, large steel trusses and other structures with complex design.

### **2.2.9. Complex Interim Inspections**

Bridges in Attachment "B" will require Inspections in compliance with Florida Statutes and Manual for Bridge and Other Structures Inspection and Reporting Procedures and the requirements of this scope set forth herein. Typical types of complex structures will include box girders, bulb tees, suspension, cable stayed, post tensioned segmental concrete, high rise structures, large steel trusses and other structures with complex design.

### **2.2.10. Fracture Critical Inspection**

Bridges in Attachment "B" will require Fracture Critical Inspections in compliance with Florida Statutes and Manual for Bridge and Other Structures Inspection and Reporting Procedures and the requirements of this scope set forth herein.

- 2.3. The contract period shall be 60 months and shall begin from the date of the written notice to proceed, issued by the County. With two (2) one (1) year extensions available
- 2.4. For the purpose of this agreement, a structure is considered to be a bridge if it is located on government right-of-way and meets the criteria established in the AASHTO Transportation Glossary, Florida Statutes, and County Standards.
- 2.5. All services to be performed by the Consultant shall conform to the current version of the following State and National publications covering bridge inspection standards of practice:
  - 2.5.1. National Bridge Inspection Standards  
Code of Federal Regulations 23 — Highways, Part 650, Subpart C
  - 2.5.2. State of Florida Statute 335.074. Safety Inspection of Bridges
  - 2.5.3. Manual for Bridge Evaluation, current edition  
American Association of State Highway & Transportation Officials (AASHTO)
  - 2.5.4. Manual for Maintenance Inspection of Bridges  
American Association of State Highway & Transportation Officials (AASHTO)
  - 2.5.5. Bridge Inspector's Training Manual 90 (BITM 90)

## **EXHIBIT A**

- U.S. Department of Transportation/Federal Highway Administration
- 2.5.6. Inspection of Fracture Critical Bridge Members  
FHWA-IP-86-26, U.S. Department of Transportation/Federal Highway Administration
  - 2.5.7. Culvert Inspection Manual  
FHWA-IP-90-017 or 86-2, U.S. Department of Transportation/Federal Highway Administration
  - 2.5.8. Evaluating Scour at Bridges  
FHWA Technical Advisory T5 140.23, U.S. Department of Transportation/Federal Highway Administration
  - 2.5.9. Underwater Inspection of Bridges  
FHWA-DP-80-1, U.S. Department of Transportation/Federal Highway Administration.
  - 2.5.10. Manual for Bridge and Other Structures Inspection and Reporting Procedures  
State of Florida Department of Transportation
  - 2.5.11. Bridge Load Rating Manual (2023)  
<https://www.fdot.gov/maintenance/loadrating.shtm>
  - 2.5.12. Manual of Uniform Traffic Control Devices  
Federal Highway Administration
  - 2.5.13. State of Florida Roadway and Traffic Design Standards  
State of Florida Department of Transportation
  - 2.5.14. Stream Stability a Highway Structures  
Hydraulic Engineering Circular No. 20, U.S. Department of Transportation/Federal Highway Administration
  - 2.5.15. Bridge Inspectors Field Guide Structural Elements  
State of Florida Department of Transportation
  - 2.5.16. Monitoring Follow-up Action on Critical Bridge Deficiencies State of Florida Department of Transportation Procedure 850-010-020-a
  - 2.5.17. Local Government Bridge Inspection Program State of Florida Department of Transportation Procedure 850-010-003-b

### **3.0 PERSONNEL REQUIREMENT**

- 3.1. A qualified individual must always be at the bridge site to supervise inspection activities. To be qualified, an individual must be registered as a FDOT Certified Bridge Inspector (see Attachment "C") and experienced in the inspection of bridges according to the National Bridge Inspection Standards or be confirmed officially by the Department as a Certified Bridge Inspector or able to become certified by execution of Master Services Agreement, in accordance with the Safety Bridge Inspection Team Leader Requirements in Florida (Attachment "D"). Qualifications for certification as a bridge inspector are stated in the Rules of the Florida Department of Transportation, Chapter 14-48.07 or 0011, F.A.C.
- 3.2. An organizational chart shall be submitted to the County for approval. The organization chart shall include the names and registration numbers of key personnel, team size, and which individuals are assigned to the various work tasks. This organizational chart shall not be altered from the one presented in the consultant's proposal unless special circumstances require it and is reviewed and approved by the County's Project Manager. Any changes from the original organization chart must be submitted to the County's Project Manager for approval. The notification must be in writing

## **EXHIBIT A**

and within seven (7) calendar days of the change.

- 3.3. All final documents, such as bridges inspection reports, Comprehensive Inventory Data Reports (CIDR) and Load Ratings, shall be individually sealed by a Professional Engineer in Accordance with Section 471.025, F.S. The individual signing and sealing bridge inspection reports must have completed the following FHWA-NHI 130055 Safety Inspection of In-Service Bridges.
- 3.4. Each final bridge inspection report shall be signed, dated, and sealed in accordance with Florida Statute 471.025 by the Professional Engineer who confirms the accuracy and completeness of all the report contents.
- 3.5. Load rating determinations and the load rating calculations shall be signed, dated, and sealed in accordance with Florida Statutes 471.025 by the professional engineer who confirms the accuracy and completeness of the load ratings.
- 3.6. The Consultant's work shall be directed and performed by the key personnel identified in the technical proposal as presented by the Consultant. Any changes in the indicated personnel in the Consultant's proposal shall be subject to review and approval by the County's Project Manager.
- 3.7. Due to the nature and scope of the required services, it may be desirable for the Consultant to subcontract portions of the work. The Consultant shall be authorized to subcontract these services under the provisions of this agreement.
- 3.8. Subcontracting firms and the work they will perform shall be identified in the original proposal. The subcontracting firms must be approved in writing and qualified by the Department prior to initiation of any work. The percentage of total contract work performed by the subcontractors shall not exceed fifty percent (50%). Any changes in the subcontracting firms or the work they will perform as indicated in the Consultant's proposal shall be subject to review and approval by the County Project Manager.

### **4.0 WORK ITEMS**

#### **4.1. Field Inspections**

- 4.1.1. Field Inspections require that every visible surface of all members of each bridge must be examined. Members that cannot be examined because of debris, vegetation, etc., should be cleaned if the effort involved is not excessive. Excessive effort is that which would require more than two hours for the inspection team to perform. The County's Project Manager should be consulted prior to any major cleaning operation. Bridge members and elements that cannot be inspected prior to report publication must be documented in the report as such, along with the reason for not inspecting.
- 4.1.2. Field inspections must be conducted in accordance with the publications listed in Section 2 of this document. The Professional Engineer or Certified Bridge Inspector on site shall be responsible for identifying all elements within the structure, the detection and properly identifying all deficiencies, and the determination and assigning the proper element condition states. This individual is responsible for recording of the structure's condition which must include the personal inspection of all significant deficiencies. This



## **EXHIBIT A**

individual is responsible for assuring the accuracy and completeness of all data and records compiled as a result of the Consultant's field activity and ensuring that bridge numbers are in place and legible on each bridge.

- 4.1.3. If by field observation, deficiencies are sufficiently critical to warrant immediate and substantial traffic restrictions or closing of the bridge, the County's Project Manager or designated representative must be verbally notified immediately. Verbal notification must be confirmed with written notification within 48 hours. The County's Project Manager will be responsible for notifying bridge maintenance. Critical deficiencies are defined in Chapter Three (3) of the Manual for Bridge and Other Structure Inspection and Reporting Procedures.
- i. Deficiency descriptions shall be in enough detail to allow rates of change to be monitored over consecutive inspections. Where deficiency dimensions are documented, the actual width, length, depth, etc., and location of the member should be recorded in feet and inches. Element Condition States should be specified prior to the element inspection notes with the deficiency described. In cases where dimensioning every deficiency is impractical, the standard undefined general terms, such as narrow, fine, etc., shall not be used. All documented dimensions shall be expressed in width in 1/64" increments. All documentation shall be in English terms including the CIDR.
  - ii. Deficiency descriptions require liberal use of size and location dimensions, sketches, and photographs. A sketch illustrates only the essential features of a deficiency without distracting detail and whenever it is more effective, a sketch shall be used in lieu of a photograph. Photographs should be used only when a sketch is not practical or illustrate one typical example of a severe and/or common type deficiency. When a photograph is taken, an object that provides a sense of scale such as a ruler should always be included in the photograph. The essential feature of a deficiency shall be emphasized by marking arrows or dimensions directly on the photograph. The date the photograph was taken, and the bridge numbers shall always be marked on the front. Photograph shall always be taken in color. Color frequently adds significantly to the effective description of a deficiency. Each copy of the report will have color photographs. Digital photography or color photocopies are acceptable if clarity is not sacrificed. Judgment on acceptable clarity will be made by the County's Project Manager. All photographs, sketches and tables will be placed like PDF file in the inspection report addendum and appropriately referenced in the Element Notes of the main report.
  - iii. Deficiencies described in previous bridge inspection reports must be addressed again in the Element Notes of the current report. A bridge inspection report must provide a comprehensive description of all deficiencies and state probable causes of the deficiencies, specify required corrective action, and contain an evaluation of any previous corrective action if any. This serves two primary purposes: the most effective repair can only be determined if the source of the deficiency has been identified when the same cause for a specific deficiency is documented repeatedly, a body of evidence becomes available to justify its elimination through a change in design.

## **EXHIBIT A**

- 4.1.4. The Element Notes of the report shall contain a brief but comprehensive description of significant deficiencies.
- 4.1.5. The Consultant shall not permit any bridge inspection team to perform consecutive routine inspections on the same bridge. If this occurs, the Consultant shall re-inspect the bridge using another inspector at no charge to the COUNTY.
- 4.1.6. Traffic control procedures must be in accordance with the FHWA/USDOT Manual on Uniform Traffic Control Devices (MUTCD), the FDOT's Roadway and Traffic Design Standards.
- 4.1.7. If one or more posting signs are missing from a structure that requires load carrying restrictions, the Consultant will immediately notify the County's Project Manager in writing.

### **4.2. Inspection Reports**

#### **4.2.1. CRITICAL DEFICIENCY STATEMENT**

If deficiencies serious enough to cause a current or imminent traffic safety hazard are found during the inspection, the procedure noted in paragraph 4.1.6 of this scope must be followed, the box entitled "THIS BRIDGE IDENTIFIES DEFICIENCIES WHICH REQUIRE PROMPT CORRECTIVE ACTION", located on the first page of the inspection report, will be checked, and an explanation will be written on the cover page of the addendum under the heading of "CRITICAL DEFICIENCY". The following items are considered critical deficiencies:

- Cracks or fatigue related deficiencies in fracture critical structure members.
- Scour or hydraulic deficiencies that require corrective action to protect the structural integrity of the bridge.
- An overall NCR of 3 or less for any of the major components listed on Page 1 of the report.
- Deficiencies that require immediate attention and are deemed critical by the registered professional engineer who signs and seal the bridge inspection report.

#### **4.2.2. TRAFFIC RESTRICTIONS STATEMENT**

Under the heading "TRAFFIC RESTRICTIONS", recommendations for weight restrictions posting or closing the bridge, prior to repairs, must be noted. This section will be included in all reports and addendums, only to note that no traffic restrictions are required. This statement must address all posting requirements such as posting signs, conformance with weight restriction standards, recommendations for posting restrictions, based on the latest load rating analysis.

#### **4.2.3. INSPECTIONS FIELD PREPARATIONS**

Field Preparation requirements will be included in all reports under the heading of "FIELD PREPARATION". Preparation requirements for the field phase of an inspection vary greatly from bridge to bridge. By documenting unique field preparation requirements and equipment actually used, needless re-inspections can be reduced. Those areas may

## **EXHIBIT A**

include tools and equipment, services, scheduling, site conditions, traffic control requirements, underwater inspection requirements, special access requirements, and man-hours required for travel and for the inspection.

- 4.2.4. Each of the Consultant's reports will contain all documentation specified by this agreement and must meet the requirements of the Manual for Bridge and Other Structure Inspection and Reporting Procedures, Volume I, except where it specifically pertains to the inspection report format that was used in the past.
- 4.2.5. Bridge reports must be submitted to the County's Project Manager per the approved work schedule. The County will return records within fourteen (14) calendar days that do not conform to the specifications of this agreement or that are in error and these should be resubmitted to the County within fourteen (14) calendar days.
- 4.2.6. After inspection completion, consultant shall furnish Seminole County with electronic copy of inspection report, accompanied by a table with pay items, cost estimate and duration estimate for inspected bridges on a separate document (Excel and Adobe PDF). Pay items should be in accordance with the pay item listed in the Seminole County Master Services Agreement for Miscellaneous Bridge Repairs. If a pay item is not listed in the MSA, use FDOT pay item.
- 4.2.7. Each bridge inspection report shall be a stand-alone document and must include all elements inspected during the inspection event as well as the inspection of any underwater members and a copy of the load rating summary sheet. Some special inspections may only involve an inspection of part of the bridge. Only letter size paper (8 ½ in by 11 in) shall be used for bridge reports. Legal size paper shall not be used for bridge reports.
- 4.2.8. Deficiencies described in previous bridge inspection reports must be addressed again in the current report. Terminology not commonly understood by non-inspection personnel should be minimized and undefined values or rating shall not be used. A bridge inspection report must provide a comprehensive description of all deficiencies and state probable causes of the deficiencies, specify required corrective action, and contain an evaluation of any previous corrective action. Also, specify the Numerical Condition State within the description of the deficiency.
- 4.2.9. Reports must have a closed numbering system, with the total number of pages in the report shown on each page, for example, Page 10 of 17. The Addendum that is described in Section 4.3 of this scope shall also have a closed numbering system independent of the main report, for example A-2 of 10.

### **4.3. Bridge Inspection Report Addendum**

The Access report format was selected for use as a management tool. It has the capacity to maintain records for each individual bridge as well as combining records for all bridges in the inventory.

The following sections will be included in an addendum section placed at the end of the report. In the following order, with a header on all addendums as follows: Contents of Addendum: example Report Identification, Approach Photo, Elevation Photo & Bridge Location Map, Additional Element

## **EXHIBIT A**

Inspection Notes, Load Rating Analysis Summary, Sketches and Photos, Recommended Corrective Action Page, Scour Evaluations (Bottom Profile Measurements & Channel Sections), Fracture Critical Inspection Sheets - The addendum will identify Fracture Critical members as documented by FHWA-IP-86-26, U.S. Department of Transportation/Federal Highway Administration publication.

### **4.3.1. Addendum-Contents (Addendum No. 1)**

Contents of Addendum Page-Bridge Location Map, Additional Element Inspection Notes, Load Rating Analysis Summary, Sketches and Photos, Recommended Corrective Action, Scour Evaluation, Fracture Critical Inspections.

Report Identification  
Bridge Identification number  
Inspection Date  
Bridge Name  
Facility Carried  
Feature Intersected  
Insert on Approach Photo of the Bridge

### **4.3.2. LOCATION MAP (Addendum No. 2)**

Provide an Elevation Photo from either side of the bridge and location map with sufficient detail to allow a person not familiar with the area to find the bridge. A written direction may be added but is not required. A person must be able to clearly read the roadways name and/or number as well as to locate the north direction.

### **4.3.3. ADDITIONAL "ELEMENT INSPECTION NOTES" (Addendum No. 3)**

Element Notes that require more than 2,000 characters will be placed in the addendum in their entirety. The referencing note "See addendum for Element Notes" will be placed in the Element Notes section of the report corresponding to the appropriate element. These notes will be written starting on Page 6 and continuing on as required, under the general heading of "ELEMENT NOTES", and the sub-heading of the name of the Element Category to which they refer. For example, "Decks/Slabs". If no Element Notes are required, the page will remain in the addendum with the statement "NONE REQUIRED" inserted below the general heading.

### **4.3.4. LOAD RATING ANALYSIS SUMMARY (Addendum No. 4)**

All bridges will have a copy of the current Load Rating Analysis (LRA) summary sheet included in every report.

### **4.3.5. SKETCHES AND PHOTOS (Addendum No. 5)**

#### **i. PLAN AND PROFILE**

A photo of both bridge approaches, one of its profiles, bridge number and photo of all deficiencies will be included in all reports addendums to give the reader a better understanding of the report. Also, a general photo of the under deck, showing superstructure components, will be included in all report's addendums.

## **EXHIBIT A**

- ii. New Photo Inventory will be provided on as needed basis (if the bridge is widened or old photos do not depict how the bridge looks). Photos and sketches will be referenced in the element notes of the inspection report with the element category to which they refer. When photographs or sketches are used, they will be referenced in the element notes of the inspection report with the element category to which they refer. As a minimum Photos are required if a Smart Flag condition exists or if an element has a CS that is a 3 or below. Deficiency photographs and sketches may be used at the discretion of the inspector. Also, photos/sketches are required when there is a work order/repair is necessary. For bridges with restrained load carrying capacities (posted); photographs of the load posting signs located at each approach will appear first.

### **4.3.6. RECOMMENDED CORRECTIVE ACTION (Addendum No. 6)**

The MS Access database report allows the inspector to recommend repair of deficiencies, which is done in the report under RECOMMENDED FEASIBLE ACTION. So, in addition to entering recommended feasible action in the report the Consultant will enter a more descriptive version of what is recommended for repair under the page heading of "RECOMMENDED REPAIRS" and the sub-heading of the name of the Element Category to which it refers. See Section 7.0 WORK NOTICE TO PROCEED, SCHEDULE, AND PROGRESS REPORTS for more specific details.

### **4.3.7. Scour Evaluation (Addendum No. 7)**

Occurrences of scour will be reported in the report, by the use of a SCOUR SMART FLAG. The Element Notes will be placed in the addendum under the heading of "SCOUR EVALUATION". In addition to this, all report addendums of bridges over water will contain the following.

- Channel cross sections obtained during the field inspection along both sides of the bridge. Measurement should be taken at identifiable locations such as from the top of the handrail at measured intervals or at each abutment, intermediate bent and midspans which ever best describes the geometry of the waterway and can be duplicated in the next inspection. A record in a spread sheet format will be presented comparing the cross sections taken during the inspection to those taken during the previous inspection. This sheet will also show the differences between the last inspection and the one previous to that. All significant changes in channel depth will be flagged accompanied by an explanation of possible causes.
- The addendum will also contain a plot of the original bridge channel cross-section (from construction plans or closet post construction survey) and a plot of successive channel bottom soundings shown on an elevation view of the bridge. Channel profiles may be used to identify progressive or significant changes. This concludes the items that will be included in the Addendum.

#### **Provide Bottom Profile Measurements & Channel Sections**

Plan of Action (POA) has been developed for bridges with unknown foundations. The Consultant shall review and if needed update all information included in the POA's. This process will be conducted during the biennial routine inspection of the bridges. Seminole County will provide data for all bridges that need updating prior to inspection.

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### **4.3.8. FRACTURE CRITICAL INSPECTIONS (Addendum No. 8)**

Structures, which require “FRACTURE CRITICAL INSPECTIONS”, will be documented on page one of the inspection report and as an addendum. This addendum will identify Fracture Critical Members as documented by FHWA-IP-86-26, U.S. Department of Transportation/Federal Highway Administration publication.

### **4.3.9. FRACTURE CRITICAL DATA**

The following information will be included in the report addendum under the heading of “FRACTURE CRITICAL DATA”.

- A description of the fracture critical members and fatigue details that are found on the bridge. The description may include photograph, sketches, reproduction or portions of plan sheets, and narrative description. Each fracture critical member and fatigue detail should be individually identified. When it is not possible to confidently establish whether a member is fracture critical without analytical investigation, either the analysis shall be performed or the member shall be assumed to be fracture critical for the purposes of the inspection and noted as such in the report.
- Deficiencies of any fracture critical member reported in the Element Notes of the report should also be referenced in this section.

### **4.4. Comprehensive Inventory Database Records (CIDR).**

This section will contain the CIDR report reflecting the data from the current inspection report. This report may be a standalone report, an addendum to the bridge inspection report or could be included with the bridge inspection report.

- 4.4.1. Each bridge report must contain CIDR sheets sealed in accordance with Section 471.025, F.S. by the Professional Engineer which confirms its accuracy and completeness. The CIDR sheet must follow the bridge inspection report in the final bound bridge report.
- 4.4.2. The County must maintain, for every public bridge in Seminole County, a computer file referred to as the CIDR file, which contains data items pertaining to a bridge’s identity, condition, and description. The Consultant will input the CIDR data into the County’s network and verify the sheets for completeness and accuracy due to the possibility of computer processing errors.

### **4.5. Load Rating Analysis**

- 4.5.1. Inventory and operating load ratings for the HS-20/HL-93 design vehicle and operating load ratings for each of the Florida legal vehicles must be determined for every bridge as specified in the AASHTO Manual for Maintenance Inspection of Bridges and the Department’s Bridge Load Rating, Permitting and Posting Procedure (850-010-035-b). The computer load rating program, VIRTIS from AASHTO, is the preferred load rating program to load rate all bridges that meet the bridge configurations and capabilities of the program. Among other programs that may be used are SALOD and BRUFEM. Load rating analysis will be performed using the LFR and LRFR method, unless otherwise directed by the County.

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- 4.5.2. Load rating should be based on the superstructure. The substructure will not be routinely load rated unless it routinely displays damage, deterioration or other conditions that may significantly affect its load carrying capacity and merits an analysis. Reinforced concrete bridge decks on redundant, multi-girder bridges will not normally be load rated unless damage, deterioration or other reasons merit this analysis. All other bridge deck systems shall be rated.
- 4.5.3. Inventory and operating ratings must be assigned based on the lowest rating of the substructure, superstructure, or deck. Operating ratings for bridges with reinforced concrete decks on redundant multi-girder bridges should be assigned based on the lowest rating of the substructure or superstructure unless the structural analysis of the deck is based on deteriorated materials, in which case the deck rating may be used as the governing operating rating.
- 4.5.4. The inventory and operating ratings must be reported as equivalent AASHTO HS truck loadings. The standard Department maximum legal load cases and rating summary forms must be used for determining and documenting legal vehicle operating ratings for the evaluation of traffic load restrictions.
- 4.5.5. When plans are not available for concrete bridges that do not display significant deficiencies, an area of reinforcing steel and a load rating based on the AASHTO design specification of the era in which the bridge was constructed may be assumed or non-destructive field testing may be performed to determine the bridge's load carrying capacity. Either the field testing or the load rating assumption must be preapproved by the Department's Project Manager.
- 4.5.6. The load rating documentation must include all final hand calculations, computer printouts, and a Department load rating summary sheet.
- 4.5.7. Traffic restriction recommendations must appear in the addendum of the bridge inspection report. If load restrictions are required, the Consultant shall follow the Department's Bridge Load Rating, Permitting and Posting Procedure (850-010-035-b) section 2.3 to recommend to posting the bridge. However, the bridge owner may elect to post the bridge at any level not exceeding the operating level.

### **4.6. Scour Evaluation Data**

- 4.6.1. Scour is defined as the removal and transportation of material from the bed and banks of rivers and streams as a result of the erosive action of running water. The scour evaluation will be performed by the consultant.
- 4.6.2. Scour evaluation should be performed 30 days prior or after the top side Routine inspection. The Consultant will have the option of conducting the evaluation within this given range.
- 4.6.3. In addition to the evaluation of the structure's present condition, a record should be made of any known significant changes that have taken place in the channel. Attributable

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either to natural or artificial causes. Ground line or channel bottom measurement should be taken along both sides of the bridge. Measurement should be taken at identifiable locations such as from the top of the handrail at measured intervals. The report will contain a plot of the original bridge channel cross section (from construction plans or closest post construction survey) and a plot of successive channel bottom soundings will be shown on an elevation view of the bridge. Channel profiles may be used to identify progressive or significant changes.

- 4.6.4. Existing bank, shore and bridge protection devices should be checked to observe if they are sound and functioning properly. See that the waterway is not obstructed but that it affords free flow of water. Watch for sand, debris, and gravel bars deposited in the channel which may direct stream flow in such a manner as to cause harmful scour at piers and abutment. Investigate the footing for evidence of significant scour or undercutting. Particular attention should be given to foundations on spread footings where scour or erosion can be much more critical than a foundation of piles. Any suspected movement or settlement should be checked with an engineer's level and compared with previous records.
- 4.6.5. When significant changes have occurred, the probable or potential effects on the bridge should be noted. Events which tend to produce local scour, channel degradation, or bank erosion are of primary importance. Stream bed degradation and scour seriously endanger bridges whose foundations are located in erodible riverbed deposits and where the foundation does not extend to a depth below that of anticipated scour.

### **4.7. Fracture Critical Inspection**

A Fracture Critical Inspection must be performed every 24 months coinciding with the regular bridge inspection date. Bridges which contain critical members shall be specifically documented as such on page one of the inspection report. A fracture critical member is a tension member or component whose failure will likely produce a sudden collapse of the structure. Fracture critical bridge inspection begins before the team arrives at the bridge. The team should study the file carefully in the office. It is important for each inspector to understand which members are fracture critical and where the fracture critical zones are located. A qualified structural engineer must identify fracture critical members. Refer to the manual for Bridge and other structures Inspection and Reporting and to Fracture Critical Inspection Techniques for Steel bridges, HHWA-NHI-10-088, for reference on the identification of Fracture Critical Components. The documentation should include critical locations and critical details. Special concerns such as previous damage and repairs should be noted if these areas warrant special attention. Fatigue-prone details should also be identified. In addition to normal access equipment, the team may need special tools such as magnifying glasses, spotlights, or dye-penetrant testing kit.

- 4.7.1. A hands-on inspection must be performed on all of the fracture critical members. It is the team leader's responsibility to ensure that there are no omissions in inspection of fracture critical members and fatigue details. All details identified as prone to cracking must be checked closely.
- 4.7.2. The inspector's eyes should be within 2.0 feet of the surface. The member is viewed from all sides and all angles. The inspector should use additional light and magnification to



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evaluate the member if necessary.

- 4.7.3. The inspection should begin with a general evaluation of the structure and fracture critical members. It is important to look for things such as misalignment of spans, either horizontally or vertically. Unusual movement or noise might also indicate serious problems. During the overall evaluation, inspectors should also look for distortion or damage created by traffic, flooding, and so on. After the overall evaluation, each member and each detail should be checked closely. The inspector should focus on tension and stress reversal zone of fracture critical members and fracture critical connections. Details that create stress concentration should receive special attention. Examples of details that should be checked closely are:

- Intermittent welds between the web and tension flange.
- Areas of sudden change or cross section near the end of cover plates.
- Location of stress risers such as nicks, scars, flaws, and holes that have plug welds, irregular weld profiles, and areas where the base metal has been undercut.
- Location where stiff bracing members of horizontal connection plates are attached to thin webs and girder flanges.
- The web adjacent to the floor beam connection plate.
- Gusset plates, improperly coped member re-entering corners, and the gap between web stiffeners and flanges.
- Longitudinal and vertical stiffener intersections.
- Longitudinal stiffeners that have been connected together with butt welds.
- Location of weld at gusset-transverse-web intersections.
- Flanges that pass through a web, such as girder flange passing through a box girder pier cap.
- Box-beam-to-column intersection; Pin and hangers and Eyebars.

- 4.7.4. Discontinuities resulting from in-service problems should also be scrutinized. Examples of these are corrosion, flaws, and welded repairs. Areas where corrosion is likely to give problems are as follows:

- Under deck joints, Areas around scuppers and drainpipes.
- Under open steel grates.
- On flat surfaces where debris accumulates.
- On exposed surfaces of fascia members.
- On steel in contact with concrete.
- Pin and hangers.
- At overlapping steel plates.
- At corners of steel angles and channels.

- 4.7.5. Other special details that would be given attention during the fracture critical member inspection are:

- Shear connection in the negative moment region.
- Tack welds on bolted or riveted connections.
- Unfilled holes or holes filled with weld material.
- Field welds in tension zones.

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- Suspicious attachments within tension and stress reversal zones, such as utility attachments.

It is important that the inspection of fracture critical bridge members be documented thoroughly and accurately. This should include a narrative description of all fracture critical member, whether there are serious problems or not. Photograph and sketches should be included. In cases where there are many details and findings, tables and charts are also necessary. The data should be organized for efficiency in interpreting the report. The report should provide information on why problems occurred. Repairs are not likely to be effective unless they begin with the cause of the problem. The report should also include conclusions and summary of the findings.

- 4.7.6. Along with communicating the existing condition, the inspection report should provide an ongoing record of the condition of the bridge and the verification of the thoroughness of the inspection activities. It is important that the inspector communicate the findings in a timely manner. Flaws on fracture critical members should be immediately evaluated by a structural engineer. Some flaws such as a visible crack in a tension flange of a two girder-bridge should be reported immediately. The inspector is responsible to report this deficiency immediately to the immediate supervisor. The Consultant shall have a procedure for immediate notification of the Department's Project Manager in such a situation. Other less serious flaws may be reported when the inspector returns to the office. If there is a question about the significance of a finding, a structural engineer should be contacted as soon as possible. It is better for the inspector to error on the side of safety.
- 4.7.7. When problems are identified, it is a good idea to go back and look at similar details throughout the bridges. Often inspectors have found cracks at other locations that had already been inspected after finding the first. This demonstrates that it helps to know exactly where to look and what to look for on the other details. After a flaw or crack has been identified, it may be helpful to do additional evaluation with non-destructive testing such as dye penetrate, magnetic particles, or ultrasonic or radiograph procedure. The Department shall be consulted prior to beginning expensive nondestructive testing.

### **4.8. Meetings with Seminole County**

- 4.8.1. The Consultant or his representative shall be available at no more than one-week notice to attend meetings with bridge owner at the request of the County. The meetings could be requested by the bridge owner to the Department. The County Project Manager will have the Consultant schedule the meeting. County's Project Manager or representative will coordinate and attend these meetings. These meetings may be held prior to beginning of field inspections or may be held subsequent to inspections in order to present bridge reports to the owner.
- 4.8.2. The Consultant or representative must prepare and conduct a workshop for the bridge owners within six (6) months from the notice to proceed. The workshop should be educational / informational of the Bridge Inspection Program. The County's Project Manager will coordinate the event providing invitation to the bridge's owners and the location and equipment for the presentations. A package containing the workshop presentations, County's procedures, and any other important document, will be provided

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to each attendee.

- 4.8.3. The meetings may include a brief discussion of bridge inspection program, regulations, and objectives, an outline of the bridge owner's responsibility to close or post bridges with recommended weight restrictions and to correct deficiencies that endanger the traveling public. The discussion of the bridge inspection program should cover as minimum the Department Rules Chapter 14-48, Bridge Inspection Standards. The discussion should include the importance of notifying the Department when structures that are structurally or critically deficient or either repaired or replaced and when recommended weight restriction posting have been accomplished.
- 4.8.4. The general report format and content of a typical bridge report, bridge location map, the report for monitoring follow-up action on critical bridge deficiencies, and a summary of the condition of each structurally deficient bridge shall be explained by the Consultant in order to familiarize bridge owners with the records they are to receive. After the bridge inspection reports are presented to the owner, the consultant must be available to answer questions by telephone.

### **4.9. BRIDGE LOCATION MAPS**

The County will supply the Consultant with a bridge location map for each bridge in the County. The County Project Manager may require the Consultant to update the maps as changes occur to show the addition of new bridges or to correct errors found on the maps. The method of illustrating the location and number of each bridge shall conform to that previously used on each map. The Consultant will periodically furnish the County copies of the updated maps. The updated originals and electronic copies will be returned to the County as directed by the County's Project Manager.

### **4.10. EMERGENCY RESPONSE**

The Consultant will provide the County with services that include Emergency Inspections and Reports to structures, identified by the County's Project Manager and listed on Attachment "A" after an emergency event occurs. This work will be paid under the same contract using the Emergency task item as instructed by County's Project Manager.

## **5.0 QUALITY CONTROL**

The Consultant shall have quality assurance procedures which shall be provided in written form to the County for review and approval before work begins. Quality assurance procedures are an integral part of this contract and are not a separate pay item. The County may perform additional quality assurance by inspecting bridges that have been previously inspected by the Consultant and reviewing the inspection records for conformity with the County's findings. The County's Project Manager shall periodically visit the consultant's office to review the consultant's quality review records.

### **5.1. QUALITY REVIEWS**

The Consultant shall conduct quality reviews to make certain his own organization is in compliance with the requirements cited in the scope of services. Quality reviews shall evaluate the adequacy of materials, documentation, processes, procedures, training, guidance, and

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staffing included in the execution of this contract.

### **5.2. QUALITY RECORDS**

The Consultant shall maintain adequate records of the quality assurance actions performed by his organization (including subcontractors and vendors) in providing services and products under this contract. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective action taken. These records shall be sent to the County's Engineering Division with a duplicate kept at the Consultants primary office site and shall be available to the County for audit review during the contract term.

### **5.3. QUALITY ASSURANCE PLAN**

5.3.1. The Consultant shall include a quality assurance plan in the proposal. The quality assurance plan shall detail the procedures, evaluation criteria, and instructions to the organization to assure conformance with the contract. Unless specifically waived, no payment shall be made until the County approves the Consultant's quality assurance plan. Significant changes to the work requirements may require the Consultant to revise their quality assurance plan to keep it current with the work requirements. The plan shall include, but not be limited to the following areas:

- i. Organization — A detailed description of the Consultant's quality control organization and its functional relationship to the part of the organization performing the work under the contract shall be provided. List quality control personnel by name and include their qualifications.
- ii. Quality Reviews — The Consultant's quality assurance methods used to monitor and assure compliance of their organization with the contract requirements for services and products shall be detailed in the Quality Assurance Plan.
- iii. Quality Records — The types of records, which will be generated and maintained by the Consultant during the execution of his quality assurance program, shall be outlined in the Quality Assurance Plan.
- iv. Quality of Subcontractors and Vendors — The methods used by the Consultant to control the quality of the subcontractors and vendors shall be detailed in the Quality Assurance Plan.
- v. Quality Assurance Certification — An officer of the Consultant firm will be required to sign and seal a certification that will accompany each submittal stating that the bridge inspection reports, load ratings, etc., have been prepared and checked in accordance with the County's specifications for this contract.

### **5.4. QUALITY REVIEWS BY THE COUNTY**

5.4.1. The County may conduct quality reviews to make certain that the Consultant is in compliance with the requirements cited in the scope of services. These quality reviews shall be performed at different periods during the contract. The Consultant shall be notified prior to any of these quality reviews and shall be required to present all records and certifications upon request.

5.4.2. Quality reviews shall evaluate the adequacy of materials, documentation process,

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procedures, training, guidance, and staffing included in the execution of this contract.

5.4.3. Subcontractors or vendors may be included as part of the quality review.

### **6.0 MATERIALS TO BE FURNISH BY THE COUNTY**

State of Florida Department of Transportation General Highway Map, for each County.

Prior Inspection Reports.

Bridge Plans, when available.

Bridge Location Maps.

Access Data Base Files

### **7.0 WORK SCHEDULE AND PROGRESS REPORTS**

#### **7.1. Notice to Proceed Meeting**

- 7.1.1. Executed Work Order Date is the Notice to Proceed. All work should be completed as per submitted approved schedule.
- 7.1.2. The County Department will explain the financial and administrative details of the contract, establish any ground rules upon which the work will be conducted, and transfer materials to be furnished by the County.
- 7.1.3. The Consultant will provide the County with a written quality control procedure, a proposed work schedule, an organization chart, and a proposed cost flow graph.

#### **7.2. Work Schedule**

A proposed work schedule shall be submitted to the County for approval. This schedule shall show how the Consultant anticipates the work will progress from month to month to completion of agreement. The work schedule shall be established in a manner that will ensure that bridge inspections will not be delinquent. The County prefers that bridges be inspected in general conformance with the schedule and that bridge inspection be generally grouped by location.

- 7.2.1. The proposed work schedule, quality control procedure, organization chart, and a list of major equipment the Consultant will use during the inspections shall be included with the Consultant's proposal. The list of major equipment shall indicate if the Consultant owns the equipment, and if not, his plans for obtaining the equipment.
- 7.2.2. Work that falls behind schedule must be reported to the County's Project Manager on a monthly basis. The report shall contain a detailed explanation why the specific task was not performed according to schedule.

#### **7.3. Progress Reports**

- 7.3.1. The Consultant shall submit monthly progress reports that show work completed as measured against the proposed schedule. Monthly progress reports shall describe the

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work performed on each task and shall include a list of work performed on each bridge by bridge number. Accumulated project cost will also be reported and compared to the proposed project cost. Progress reports should be delivered to the County concurrently with the monthly invoice.

- 7.3.2. The Consultant shall meet with the County on a monthly basis or as deemed necessary by the County's Project Manager.
- 7.3.3. Judgment on whether work of sufficient quantity has been accomplished will be made by the County's Project Manager by comparing the actual work accomplished against the approved proposed work schedule.

### **8.0 Miscellaneous**

#### **8.1. Legal Proceedings**

The Consultant shall serve as an expert witness in any legal proceedings if required by the County. The fee for these services shall be established if, and when, they are needed.

#### **8.2. Errors and/or Omissions**

The Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this contract. The Consultant shall, without additional compensation, correct or revise any errors and/or omissions (and approved corrections of same) that result from said firm's substandard performance of the services described in this contract.

#### **8.3. Contradictions**

In the event of a contradiction between the provisions of Attachment "A" and the Consultant's technical proposal, the provisions of Attachment "A" shall apply.

### **9.0 Attachments**

Attachment "B", Master Bridge Inventory with Inspection Frequencies List