### **REQUEST FOR PROPOSAL**

### PROFESSIONAL ENGINEERING AND SURVEYING SERVICES

## FINAL DESIGN OF SIDEWALK ALONG WASHINGTON AVENUE FROM SR 15 (US 17) TO N. PINE STREET TOWN OF PIERSON, FLORIDA

RFP No. 2011-11-07

### Issued by:



Indigo Professional Center
2570 West International Speedway Boulevard
Suite 100
Daytona Beach, Florida 32114-8145

Phone: (386) 226-0422

Fax: (386) 226-0428

Date of Issue: November 7, 2011

Due Date for Receipt of Proposal: Monday, November 21, 2011 at 12:00 PM

### REQUEST FOR PROPOSAL PROFESSIONAL ENGINEERING AND SURVEYING SERVICES

### FINAL DESIGN OF SIDEWALK ALONG WASHINGTON AVENUE FROM SR 15 (US 17) TO N. PINE STREET RFP No. 2011-11-07 TOWN OF PIERSON, FLORIDA

Notice is hereby given that the Volusia Transportation Planning Organization (VTPO) is accepting Proposals for engineering and surveying services related to the design and right-of-way mapping of 0.75 miles of sidewalk along E. Washington Avenue from SR 15 (US 17) to N. Pine Street in the Town of Pierson, Florida. This is a Local Agency Program (LAP) project utilizing Federal funding. FDOT prequalifications are mandatory. Proposals for RFP No. 2011-11-07 will be received in the VTPO's office at Indigo Professional Center, 2570 West International Speedway Boulevard, Suite 100, Daytona Beach, FL 32114-8145, until 12:00 PM on Friday, November 21, 2011, at which time they will be publicly opened.

Copies of the Request for Proposal are available and may be obtained from the VTPO's website at <a href="https://www.volusiatpo.org">www.volusiatpo.org</a>. Any addenda to these documents will be issued via electronic mail. It is the proposer's responsibility to confirm that all addenda have been received prior to submitting a proposal. **Direct all questions to the VTPO via the following e-mail address – <a href="https://kwelzenbach@volusiatpo.org">kwelzenbach@volusiatpo.org</a>.** 

This is a federally funded project and is subject to the Federal procurement criteria, which will require everification of employees of the selected proposer.

Four (4) copies of the proposal should be delivered to the VTPO's office, Indigo Professional Center, 2570 West International Speedway Boulevard, Suite 100, Daytona Beach, FL 32114-8145 in a sealed envelope plainly marked on the outside: "PROFESSIONAL SURVEYING AND ENGINEERING SERVICES, FINAL DESIGN OF SIDEWALKS ALONG WASHINGTON AVENUE FROM SR 15 (US 17) TO N. PINE STREET, RFP No. 2011-11-07".

**VOLUSIA TPO** 

Karl Welzenbach
Executive Director

## SECTION 1 GENERAL CONDITIONS

### **PURPOSE**

The VTPO is seeking a Professional Engineering Firm pre-qualified through the Florida VTPO of Transportation (FDOT) to provide Final Design Services and select Post Design Services for the construction of sidewalk in the Town of Pierson, FL, under a Local Agency Program (LAP) Agreement with the FDOT. The project consists of right-of-way mapping, right-of-way certification and design survey for the entire Washington Avenue right of way from SR 15 (US 17) to N. Pine Street, along with design and permitting of a 5' to 6' wide concrete sidewalk within the right of way, in locations where it does not presently exist. The project shall address modification of the existing rural drainage conveyance system, as well and proposed treatment and / or attenuation facilities that may be necessary. The project shall address modifications of existing driveways and side street pedestrian crossings required to comply with the requirements of the American with Disabilities Act (ADA), as well as modifications to the existing signalized intersection of SR 15 (US 17). The selected consultant shall be required to comply with all Federal funding criteria as the project shall be funded with Federal revenue.

All survey and design work shall be performed by consultants selected in accordance with the Florida Consultants Competitive Negotiations Act CCNA (Section 287.005 FS) and FDOT pre-qualification criteria. The selected prime and sub-consultants (as required) must be pre-qualified by FDOT in the appropriate work groups:

- 3.1 Minor Roadway design
- 7.1 Signing, pavement marking and channelization
- 7.3 Signalization
- 8.2 Design, right-of-way and construction survey
- 8.4 Right-of-way mapping

All design and survey deliverables to be provided by the selected consultant(s) must be provided in a digital format.

The project approach will provide for Final Design, ROW Mapping, Design Survey and Environmental Permitting.

### SECTION 2 SUBMITTAL GUIDELINES

### 2-1 PROPOSAL SUBMISSION AND WITHDRAWAL

**CONTACT:** All prospective Respondents are hereby instructed not to contact any member of the VTPO other than the noted contact person (Karl Welzenbach, 386-226-0422) regarding this RFP for their submittal at any time prior to the posting on the web of the final evaluation and recommended ranking by the VTPO staff for this project. Any such contact shall be cause for rejection of your submittal.

**PUBLIC CLOSING:** Submittals shall be received at VTPO at the above referenced address by Friday, November 21, 2011 at 12:00 PM. As soon as possible thereafter the names of the respondents shall be read off at the specified location. Persons with disabilities needing assistance to participate in the Public Opening should call the VTPO at least 48 hours in advance of the Public Opening at (386) 226-0422.

**<u>DELAYS</u>**: The VTPO, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the VTPO to do so. The VTPO will notify Proposers of all changes in scheduled due dates by written addendum in the form of an e-mail message.

**RESPONSE SUBMISSION AND WITHDRAWAL:** The VTPO will receive submittals at the above address. The outside of the envelope/container must be identified with the RFP Number and title as stated above. The envelope/container must also include the Respondent's name and return address.

Receipt of the submittals by the VTPO after the time and date specified due to failure by the Proposer to provide the above information on the outside of the envelope/container shall result in the rejection of the submittal.

**Submittals received after the specified time and date shall be returned unopened.** The time and date will be scrupulously observed. The VTPO will not be responsible for late deliveries or delayed mail. The VTPO cautions respondents to assure actual delivery of mailed or hand-delivered submittals prior to the deadline set for receiving submittals

Respondents shall submit **FOUR (4) COMPLETE SETS** (one (1) original and three (3) copies) of the submittal complete with all supporting documentation (i.e.; photographs, drawings, and exhibits) in a sealed, opaque envelope/container marked as noted above. The Respondent may submit the response in person or by mail.

Respondents may withdraw their submittal by notifying the VTPO in writing at any time prior to the time set for the submittal deadline. Respondents may withdraw their submittal in person or through an authorized representative. Respondents and authorized representatives must disclose their identity and provide a signed receipt for the submittal. Submittals, once opened, become the property of the VTPO and will not be returned to the respondents.

No additional information may be submitted, or follow-up performed by any Respondent after the stated due date outside of a formal presentation to the Evaluation Committee.

### 2-2 INQUIRES

All Respondents shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the VTPO in writing prior to the due date; failure to do so, on the part of the Respondent, will constitute an acceptance by the Respondent of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the RFP documents shall be requested in writing and received by the VTPO by 12:00 P.M. Monday, November 14, 2011. Such inquiries regarding this RFP outside a pre-proposal conference, if any, must be submitted in writing to the email address provided on Page 2 of this document. The VTPO will not be responsible for any oral instructions made by any employee(s) of the VTPO in regard to this Project.

### 2-3 ADDENDUM

Should revisions to the RFP documents become necessary, the VTPO will post addenda information on the VTPO's Web Site. All Proposers should check the VTPO's Web Site or contact the VTPO on the day of the due date fixed to verify information regarding Addenda. Failure to do so could result in rejection of the proposal as unresponsive.

Proposer shall sign, date, and return the latest addendum with their Proposal. Previous addenda will be deemed received.

Addenda information will be posted on the VTPO's Web Site: <u>www.volusiatpo.org</u>. It is solely the responsibility of Proposer to ensure he/she obtains information related to Addenda.

### 2-4 CONTRACT AWARD

**SELECTION PROCESS:** The VTPO may require the short-listed firm(s) to do an oral presentation or have discussions by proposed project team relative to their specific experience on similar projects. The selection process shall be in accordance to CCNA process (Section 287.055 FS).

These presentations shall provide an opportunity for the Respondent to clarify their qualifications, approach to the project, and ability to furnish the required services. Presentations will be scheduled after review of submittals. Additional information regarding the presentations will be discussed after the selection of shortlisted firm(s).

<u>AWARD</u>: The VTPO anticipates award to the Respondent that submits the response judged by the VTPO to be the most advantageous. Final approval of the awarded Proposer shall be by the VTPO at a regularly scheduled VTPO Executive Committee meeting.

The Respondent understands that this Request for Professional Services does not constitute an agreement or a contract with the Respondent. An official contract or agreement is not binding until submittals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the VTPO, and executed by the parties.

The VTPO reserves the right to reject all submittals, to waive any formalities, and to solicit and re-advertise for new responses, or to abandon the project in its entirety.

### 2-5 SUBMITTAL PREPARATION COSTS

Neither the VTPO nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this request for Professional Services. Respondents should prepare their submittal simply and economically, providing a straightforward and concise description of the Respondent's ability to meet the requirements of the RFP documents.

### 2-6 ACCURACY OF SUBMITTAL INFORMATION

Any respondent which includes in its submittal to the VTPO any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

### 2-7 NEWS RELEASES

The Proposer shall obtain the prior approval of the VTPO of all news releases or other publicity pertaining to this RFP or the service, study or project to which it relates.

### 2-8 INSURANCE

Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract. Copy of the insurance certificate shall be furnished to the VTPO prior to final execution of the Contract. The VTPO shall be named as an additional insured (by contract number).

Respondent's, both corporate and individual, must be fully insured for the type of work to be performed in the **State of Florida** at the time of submittal. Should the Respondent not be fully insured, its submittal shall be rejected. The VTPO shall require a professional liability amount of \$1.0 million dollars with a deductible not to exceed \$50,000.

### 2-9 LICENSES

Respondent's, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of submittal . Should the Respondent not be fully licensed and certified, its submittal shall be rejected.

### 2-10 POSTING OF RFP AWARD

Recommendation for award will be posted for review by interested parties on the VTPO's web site <a href="https://www.volusiatpo.org">www.volusiatpo.org</a> prior to submission through the appropriate approval process to the VTPO Executive Committee for final approval of award, and will remain posted for a period of five (5) working days. Failure to file a protest to the Purchasing Agent within the time prescribed in the VTPO's Purchasing Manual shall constitute a waiver of proceedings.

### 2-11 PUBLIC RECORDS

Submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the VTPO.

### 2-12 PROHIBITION AGAINST CONTINGENT FEES

It shall be unethical for a person to be retained, or to retain any company or person, other than a bonafide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the VTPO shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

### 2-13 ACCEPTANCE / REJECTION

The VTPO reserves the right to accept or reject any or all submittals and to make the award to that Respondent, who in the opinion of the VTPO will be in the best interest of and/or the most advantageous to the VTPO. The VTPO also reserves the right to reject the submittal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the VTPO's opinion, is not in a position to perform properly under this award. The VTPO reserves the right to inspect all facilities of respondents in order to make a determination as to the foregoing. The VTPO reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, request a reprocurement.

### 2-14 AUTHORIZATION FOR SERVICES UNDER A MASTER AGREEMENT

Authorization for performance of services by the Consultant under the Agreement shall be in the form of written Work Order issued and executed by the VTPO and signed by the Consultant. Each Work Order shall 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 shall incorporate the terms of the Agreement. The VTPO makes no covenant or promise as to neither the number of available projects nor that; the Consultant will perform any project for the VTPO during the life of the Agreement.

The Agreement standing alone does not authorize the performance of any work or require the VTPO to place orders for work. Expiration of the term of the Agreement shall have no effect upon Work Orders issued pursuant to the Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

### 2-16 PUBLIC ENTITY CRIMES STATEMENT

Section 287.133, Florida Statutes, provides that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

### 2-17 DRUG FREE WORK PLACE

Preference shall be given to businesses with Drug Free Work Place programs (hereinafter referred to as "DFWP"). Whenever two or more proposals which are equal in respect to price, quality, and service are received by the VTPO for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFWP form certifying that it is a DFWP shall be given preference in the award process.

### 2-18 CODE OF ETHICS

If any proposer violates or is a party to a violation of the Code of Ethics of the State of Florida with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the VTPO.

### 2-19 AFFIRMATION

By submission of a proposal, Respondent affirms that his/her submittal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is all respects fair and without collusion or fraud. Respondent agrees to abide by all conditions of this Request for Professional Services and the resulting contract.

### SECTION 3 INSTRUCTIONS TO RESPONDENTS

Firms desiring to submit a response should carefully review the Instructions to Respondents. Compliance with all requirements will be solely the responsibility of the Respondent. These requirements will be grounds for disqualification if not adhered to.

RESPONDENTS ARE REQUESTED TO INCLUDE FOUR (4) COMPLETE SETS (ONE (1) ORIGINAL AND THREE (3) COPIES) OF THEIR PROPOSAL INCLUDING ALL REQUIRED SUBMITTALS AS PRESENTED HEREIN.

### **PROPOSAL FORMAT**

The response must be submitted on 8 1/2" x 11" paper, numbered, typewritten, with headings, sections, and sub-sections identified appropriately. The response must be divided into two (2) parts with references to sections of this submittal done on a section number/paragraph number basis. These requirements will be grounds for disqualification if not adhered to. The proposals shall adhere to the following format, and the two (2) parts shall be named:

### 3-1 REQUIRED SUBMITTALS

Part I shall include the following information:

- **A.** Letter of Transmittal: This letter will summarize in a brief and concise manner, the Respondent's understanding of the scope of work, verification of FDOT pre-qualification, and make a positive commitment to perform the work in a timely manner. The letter should name all of the persons authorized to make representations for the Respondent, including the titles, addresses, and telephone numbers of such persons. An authorized agent of the Respondent must sign the Letter of Transmittal indicating the agent's title or authority. The letter should not exceed two pages in length.
- **B.** *Type of Business:* The Respondent shall identify the type of business entity involved (e.g.; sole proprietorship, partnership, corporation, joint venture, etc.). The Respondent shall identify whether the business entity is incorporated in Florida, another state, or a foreign country.
- C. FEIN: Provide the Federal Employer Identification Number of the Respondent.
- **D.** *SSN:* In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners/partners.
- **E.** *Principals:* The Respondent must name all persons or entities serving, or intending to serve as principals in the Respondent's firm.

- **F.** Corporate Information: If a Respondent is a corporation, shall provide a copy of the certification from the Florida Secretary of State verifying Respondent's current corporate status and good standing, and in the case of out-of-state corporation, evidence of authority to do business in Florida.
- **G.** Summary of Litigation: Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Respondent in the past five (5) years which is related to the services that Respondent provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.
- H. License Sanctions: List any regulatory or license agency sanctions.
- **I.** *Current Workload*: Provide a listing of current and projected workload. The Respondent shall include a graph or other informational diagram/format indicating the allocated hours and workload availability for the next year.
- **J.** Acknowledgment of Addenda: Include a signed and dated copy of last addendum issued by the VTPO, if any.
- **K.** *Conflict of Interest Statement:* See form included in this package.
- L. Compliance with the Public Records Law: See form included in this package.
- M. Public Entity Crimes: Public Entity Crimes Form included in this package.
- N. Drug-Free Workplace: Drug-Free Workplace Form included in this package.
- O. Completed Federal W-9 Form:
- **P.** *E-Verify System:* Acknowledgment of the criteria for the selected consultant to comply with executive order 11-02, verification of employment status.

### 3-2 QUALIFICATIONS, EXPERIENCE AND APPROACH

Part II shall include the following information:

- **A.** Project approach (3 single-sided pages maximum, minimum font size = 10pt)
- **B.** Similar projects with emphasis on sidewalk design assignments and right-of-way mapping, with the contact person's name and phone number (1 single-sided page)
- C. Organizational chart (1 single-sided page)
- **D.** Resumes (4 single-sided pages maximum in total)

Please note that Part II shall not exceed NINE (9) pages. Failure to comply with this requirement may cause disqualification of your submittal for further consideration.

## SECTION 4 EVALUATION OF SUBMITTALS

### 4-1 INITIAL EVALUATION METHOD

In accordance with CCNA Florida Statutes the VTPO will appoint a committee consisting of members of its staff to evaluate submittals based on the initial evaluation criteria. Upon completing the initial evaluations, the evaluation committee may select no fewer than three (3) firms to hold discussions/interviews/presentations. The evaluation committee will hold discussions with the top ranked firms and evaluate the firms using different criteria that are provided to the top ranked firms. The committee will recommend to the members of the VTPO Executive Committee that a contract be awarded to the firm considered to meet the best interest of the VTPO. The VTPO shall be the sole judge of its own best interests, the submittals, and the resulting agreement. The VTPO's decisions will be final.

### 4-2 INITIAL EVALUATION CRITERIA

Approach to Project / Understanding the Project	50%
Qualifications of the Proposed Personnel and Firm	25%
Similar Project Experience (Sidewalk Design and ROW Mapping)	25%

### 4-3 OTHER ASSESSMENTS

The VTPO reserves the right to evaluate, prior to making an award, current financial statements and data from the Proposers, the ability to comply with required schedule, equitable distribution of contracts among qualified firms, past record of integrity and past record of performance.

### **SECTION 5** REQUIRED SUBMITTAL DOCUMENTS

5-1	CONFLICT OF INTEREST STATEMENT FORM
5-2	COMPLIANCE WITH THE PUBLIC RECORDS LAW FORM
5-3	PUBLIC ENTITY CRIMES FORM
5-4	DRUG-FREE WORKPLACE FORM
5-5	NON-COLLUSION AFFIDAVIT
5-6	FEDERAL W-9 FORM
5-7	CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS
5-8	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS

### CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA )				
) ss				
CITY OF)				
Before me, the undersigned authority, perso	nally app	eared		who was
1 I am the	_ of		with a	local office in
and brincipal office in	1			
2 The above named entity is submitting an Expression	n of Intere	st for the CITY project described as:	NILIE	
RFP No. 2011-11-07 – FINAL DESIGN OF FROM SR 15 (US 17) TO N. PINE STREET	SIDEWA	LK ALONG WASHINGTON AVE.	NUE	
3. The Affiant has made diligent inquiry and provides t	the inform	ation contained in this Affidavit based u	pon this own	n knowledge.
4. The Affiant states that only one submittal for the abo	ove projec	t is being submitted and that the above i		
interest in other entities submitting proposals for the sa				
5. Neither the Affiant nor the above named entity has				
or otherwise taken any action in restraint of free compathis statement restricts the discussion of pricing data				
project.	until the	completion of negotiations and executive	on or the rig	steement for this
6. Neither the entity nor its affiliates, nor anyone			or otherwise	ineligible from
participating in contract lettings by any local, state, or				
7. Neither the entity, nor its affiliates, nor anyone associated to the entity of the	ciated with	them have any potential conflict of into	erest due to	any other clients,
contracts, or property interests for this project. 8. I certify that no member of the entity's ownership, m	anagemer	t or staff has a vested interest in any ass	nect of the V	/ТРО
9. I certify that no member of the entity's ownership, in				
seeking an elected position with the VTPO.				·
10. In the event that a conflict of interest is identified	ed in the	provision of services, I, on behalf of t	he above na	amed entity, will
immediately notify the VTPO in writing.				
<b>DATED</b> this day of		20		
day of		, 20	<b></b>	
				(Affiant)
	Typed N	Name of Affiant		
	Title			
	_			
Sworn to and subscribed before me this	_ day of _			
Personally known				_
OR Produced identification		Notary Public -State of		
	<del>-</del>	•		
		My commission expires		
(Type of identification)		,		
		(Printed typed or stamped		
		commissioned name of nota	ry public)	

### COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the VTPO.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the VTPO in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the VTPO in the event we are forced to litigate the public records status of the company's documents.

ompany Name:	
uthorized representative (printed):	
uthorized representative (signature):	
roject Number: <b>RFP No. 2011-11-07</b>	
rate:	

## SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), <u>FLORIDA STATUTES</u>, ON PUBLIC ENTITY CRIMES

## THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCES OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to	(print name of the public entity) by
	(print individual's name and title)
for	(print name of entity
submitting sworn statement) whose business is	
and (if applicable) its Federal Employer Identification Number (FEIN	) is
(If the entity has no FEIN, include the Social Security Num	aber of the individual signing this sworn statement
:)	
2. I understand that a "public entity crime" as defined in Paragraph 28 state or federal law by a person with respect to and directly related to an agency or political subdivision of any other state or of the United S for goods or services to be provided to any public entity or an agency United States and involving antitrust, fraud, theft, bribery, collusion, r	the transaction of business with any public entity or with states, including, but not limited to, any bid or contract or political subdivision of any other state or of the
3. I understand that "convicted" or "conviction" as defined in Paragrap guilt or a conviction of a public entity crime, with or without an adjud record relating to charges brought by indictment or information after J entry of a plea of guilty or nolo contendere.	ication of guilt, in any federal or state trial court of
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a a) A predecessor or successor of a person convicted of a public b) An entity under the control of any natural person who is active convicted of a public entity crime. The term "affiliate" includes the shareholders, employees, members, and agents who are active in person of shares constituting a controlling interest in another pers when not for fair market value under an arm's length agreement, see another person. A person who knowingly enters into a joint ventue entity crime in Florida during the preceding 36 months shall be con-	entity crime; or we in the management of the entity and who has been nose officers, directors, executives, partners, the management of an affiliate. The ownership by one on, or a pooling of equipment or income among persons shall be a prima facie case that one person controls are with a person who has been convicted of a public
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), organized under the laws of any state or of the United States with the bids or applies to bid on contracts for the provision of goods or service applies to transact business with a public entity. The term "person" incontracts, employees, members, and agents who are active in management.	legal power to enter into a binding contract and which es let by a public entity, or which otherwise transacts or cludes those officers, directors, executives, partners,
6. Based on information and belief, the statement which I have marked sworn statement. [Indicate which statement applies.]	d below is true in relation to the entity submitting the
Neither the entity submitting this sworn statement, no shareholders, employees, members, or agents who are active	•

shareholders, employees, members, or agenentity has been charged with and convicted of the convicted been a subsequent proceeding before a Heat and the Final Order entered by the Hearing submitting this sworn statement on the convicted been as the convicted been	tatement, or one or more of its officers, directors, executives, partners, its who are active in the management of the entity, or an affiliate of the of a public entity crime subsequent to July 1, 1989.  Itatement, or one or more of its officers, directors, executives, partners, its who are active in the management of the entity, or an affiliate of the of a public entity crime subsequent to July 1, 1989. However, there has ring Officer of the State of Florida, Division of Administrative Hearings Officer determined that it was not in the public interest to place the entity icted vendor list. [attach a copy of the final order]  OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND,
I ALSO UNDERSTAND THAT I AM REQUIR	EMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. ED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING
	RESHOLD AMOUNT PROVIDED IN SECTION 287.017, <u>FLORIDA</u> HANGE IN THE INFORMATION CONTAINED IN THIS FORM.
	(Signature)
Sworn to and subscribed before me this day of	·
Personally known	Notary Public -State of
OR Produced identification	My commission expires
(Type of identification)	(Printed typed or stamped commissioned name of notary public)

entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

### DRUG FREE WORKPLACE CERTIFICATION FORM

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later that five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

SIGNATURE	DATE

### NON-COLLUSION AFFIDAVIT

STATI	E OF
COUN	TY OF
	, being first duly sworn deposes and says that:
1.	He (it) is the, of the Bidder that has submitted the attached Bid.
2.	He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.
3.	Such Bid is genuine and is not a collusive or sham Bid.
4.	Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way, colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder; or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage in the proposed Contract.
5.	The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.
Date:	
By: _	
represe describ same.	I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County and to take acknowledgements, personally appeared
	Notary Public State of Florida at Large
	(Printed typed or stamped commissioned name of notary public



## Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

	Nam	ne (as shown on your income tax return)					-				
ge 2.	Busi	ness name/disregarded entity name, if different from above									
on pa		ck appropriate box for federal tax sification (required): Individual/sole proprietor C Corporation S Corporation	□ Pa	ırtner	ship	Пт	rust/es	tate			
Print or type See Specific Instructions on page		Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partner							-	Exemp	t payee
i≓ ä	П	Other (see instructions) ▶									
Decific	Addı	ress (number, street, and apt. or suite no.)	Request	ter's r	name	and a	ddress	(optio	onal)		
See S	City,	state, and ZIP code									
	List a	account number(s) here (optional)									
Par	11	Taxpayer Identification Number (TIN)									
		TIN in the appropriate box. The TIN provided must match the name given on the "Name"	" line	Soc	ial se	curity	numb	er			
to avo	id ba nt ali s, it is	ackup withholding. For individuals, this is your social security number (SSN). However, for en, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other s your employer identification number (EIN). If you do not have a number, see <i>How to ge</i>	ra				-		-		
TIN on			1	_							
		e account is in more than one name, see the chart on page 4 for guidelines on whose	ļ	Employer identification numbe					ımbe		=
numbe	er to	enter.				-					
Part	Ш	Certification									
Under	pena	alties of perjury, I certify that:									
1. The	nun	nber shown on this form is my correct taxpayer identification number (or I am waiting for	a numb	er to	be is	ssued	to me	e), ar	nd		
Ser	vice	t subject to backup withholding because: (a) I am exempt from backup withholding, or (b (IRS) that I am subject to backup withholding as a result of a failure to report all interest er subject to backup withholding, and	) I have or divide	not b ends,	oeen or (d	notifi c) the	ed by IRS h	the I as no	ntern	al Rev	/enue hat I am
3. I ar	n a U	J.S. citizen or other U.S. person (defined below).									
becausinteres genera instruc	se yo st pai ally, p	on instructions. You must cross out item 2 above if you have been notified by the IRS to have failed to report all interest and dividends on your tax return. For real estate transid, acquisition or abandonment of secured property, cancellation of debt, contributions to bayments other than interest and dividends, you are not required to sign the certifications on page 4.	actions, o an indi	item ividu	2 do al ret	es no tireme	t applent arr	ly. Fo ange	or mo	rtgag : (IRA)	e , and
Sign Here		Signature of U.S. person ► Da	ate ▶								

### **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

### **Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

## CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS

(Compliance with 49 CFR, Section 20.100 (b))

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida VTPO of Transportation's Professional Services Administrator or Contractual Services Office.)

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

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

Name of Consultant:		
By:	Date:	
Authorized Sign		
Title:		

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS (Compliance with 49CFR, Section 29.510) (Appendix B Certification)

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

Name of Consultant:	
By:	Date:
Authorized Signature	
Title:	

### Instructions for Certification

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

### SECTION 6 EXHIBITS

- 6-1 EXHIBIT A DRAFT SCOPE OF SERVICES
- 6-2 EXHIBIT B DRAFT CONSULTANT SERVICES AGREEMENT

END OF REQUEST FOR PROPOSAL
PROFESSIONAL ENGINEERING AND SURVEYING SERVICES FOR
FINAL DESIGN OF SIDEWALK ALONG WASHINGTON AVENUE
FROM SR 15 (US 17) TO N. PINE STREET
TOWN OF PIERSON, FL
RFP NO. 2011-11-07

# Exhibit A DRAFT SCOPE OF SERVICES FINAL DESIGN OF SIDEWALK ALONG WASHINGTON AVENUE FROM SR 15 (US 17) TO N. PINE STREET RFP No. 2011-11-07



FINANCIAL PROJECT ID(S). 430182-1-38-01

TOWN OF PIERSON, FLORIDA VOLUSIA COUNTY

1	PURPOSE	26
2	PROJECT DESCRIPTION	27
3	PROJECT COMMON and PROJECT GENERAL TASKS	37
4	ROADWAY ANALYSIS	41
5	ROADWAY PLANS	43
6	DRAINAGE ANALYSIS	45
7	UTILITIES	47
8	ENVIRONMENTAL PERMITS, COMPLIANCE AND CLEARANCES _	50
9	STRUCTURES - SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS	54
10	STRUCTURES - BRIDGE DEVELOPMENT REPORT	54
11	STRUCTURES - TEMPORARY BRIDGE	54
12	STRUCTURES - SHORT SPAN CONCRETE BRIDGE	54
13	STRUCTURES - MEDIUM SPAN CONCRETE BRIDGE	55
14	STRUCTURES - STRUCTURAL STEEL BRIDGE	55
15	STRUCTURES - SEGMENTAL CONCRETE BRIDGE	55
16	STRUCTURES - MOVABLE SPAN	55
17	STRUCTURES - RETAINING WALL	55
18	STRUCTURES - MISCELLANEOUS	55
19	SIGNING AND PAVEMENT MARKING ANALYSIS	55
20	SIGNING AND PAVEMENT MARKING PLANS	56
21	SIGNALIZATION ANALYSIS	57
22	SIGNALIZATION PLANS	59
23	LIGHTING ANALYSIS	60
24	LIGHTING PLANS	60

25	LANDSCAPE ARCHITECTURE ANALYSIS		
26	LANDSCAPE ARCHITECTURE PLANS		
27	SURVEY		
28	28 PHOTOGRAMMETRY		
29	29 MAPPING		
30	GEOTECHNICAL		
31	ARCHITECTURE DEVELOPMENT		
32	NOISE BARRIERS IMPACT DESIGN ASSESSMENT IN THE DESIGN PHASE		
33	INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS		
34	INTELLIGENT TRANSPORTATION SYSTEM PLANS		
35	PROJECT REQUIREMENTS		
36	INVOICING LIMITS		77
SCOPE OF	SERVICES FOR (	CONSULTING ENGINEERING SERVICES	
HIGHWAY	AND BRIDGE/S	TRUCTURAL DESIGN	
Organizatio	on (hereinafter ret	al part of the agreement between the Volusia Transportation Platered to as the VTPO) and	
Financ	ial Project ID:	430182-1-38-01	
Work Program Item No.:		: Not Applicable	
Federal Aid Project No.:		: Not Applicable	
County Section No.:		Not Applicable	
Description: Wash		Washington Avenue from W of SR 15 (US 17) to W of N. Pin	e Street
		Volusia County	
Bridge No.:		Not Applicable	

### 1 PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the VTPO in connection with the design and preparation of a complete set of construction contract plans and special provisions, if necessary, for:

Improvements to the transportation facility described herein

Major work mix include: Survey & Sidewalk Design

Major work groups include: 3.1 - Minor Highway Design

Minor work groups include: 7.1 – Signing, Pavement Marking & Channelization

7.3 – Signalization

8.2 – Design, Right of Way, & Construction Survey

8.4 – Right of Way Mapping

Known alternative construction contracting methods include: Not Applicable

The general objective is for the CONSULTANT to prepare a set of plans to be used by the contractor to build the project, and by the VTPO to ensure the project is built as designed and to specifications.

The Scope of Services establishes which items of work described in the Plans Preparation Manual and other pertinent manuals to accomplish the work are specifically included in this contract, and also which of the items of work will be the responsibility of the CONSULTANT or the VTPO.

All plans and design documents are to be prepared with Standard English values in accordance with all applicable FDOT manuals and guidelines.

The CONSULTANT shall be aware that as a project is developed, certain modifications and/or improvements to the original recommendation may be required. The CONSULTANT is to incorporate these refinements into the design and will consider this effort to be an anticipated and integral part of the work. This will not be a basis for any supplemental fee request(s).

The CONSULTANT shall demonstrate good project management practices while working on this project. These include communication with the VTPO and others as necessary, management of time and resources, and documentation. The CONSULTANT shall set up and maintain throughout the design of the project a contract file in accordance with VTPO procedures. It shall be the CONSULTANT's responsibility to utilize the very best engineering judgment, practices, and principles possible during the prosecution of the work commissioned under this contract.

The VTPO will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of the contract plans. The VTPO will provide job-specific information and/or functions as outlined in this contract.

### 2 PROJECT DESCRIPTION

The CONSULTANT shall investigate the status of the projects and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from prior studies. If a Preliminary Engineering Report is available from a prior or current Project Development and Environmental (PD&E) study, the CONSULTANT shall use the approved concepts as a basis for the design unless otherwise directed by the VTPO.

This project is located in unincorporated Volusia County, within the Town of Pierson, FL. The project consists of right-of-way mapping, right-of-way certification and design survey for the entire E. Washington Avenue right of way from SR 15 (US 17) to N. Pine Street (approximately 0.75 miles), along with design and permitting of a 5' to 6' wide concrete sidewalk within the right of way, in locations where it does not presently exists. Approximately 0.32 miles of sidewalk was recently constructed on the north side of E. Washington Avenue in front of the T. Dewitt Taylor Middle-High School. The project shall address modification of the existing rural drainage conveyance system, as well and proposed treatment and / or attenuation facilities that may be necessary. The project shall address modifications of existing driveways and side street pedestrian crossings required to comply with the requirements of the American with Disabilities Act (ADA), as well as modifications to the existing signalized intersection of SR 15 (US 17). The selected consultant shall be required to comply with all Federal funding criteria as the project shall be funded with Federal revenue.

### 2.1 Roadway (Activities 3.0, 4.0, and 5.0)

Public Involvement: Two (2) public meetings presently anticipated

<u>Joint Project Agreements</u>: None presently anticipated

Specification Package Preparation: LAP specifications required

<u>Value Engineering:</u> Not applicable

Plan Type: Plan only

Limits: Washington Avenue from W of SR 15 (US 17) to W of N. Pine Street

<u>Typical Section</u>: The roadway is a two-lane rural section throughout the entire corridor. Three (3) typical sections may be utilized to keep the proposed sidewalk within the right of way, each of which incorporate a sodded shoulder with minimum width of 4'.

<u>Pavement Design:</u> Only minor pavement reconstruction proposed. Pavement design determined by Volusia County ordinance.

Access Management Classification: Local road

Major Intersections/Interchanges: SR 15 (US 17)

<u>Level of TCP Plans</u>: Level 1

Temporary Signals: Not applicable

<u>Temporary Lighting</u>: Not applicable

<u>Temporary Drainage</u>: Not applicable

<u>Variations/Exceptions</u>: Not applicable

Back of Sidewalk Profiles: Not applicable

### 2.2 Drainage (Activity 6.0)

Predominantly open drainage systems will be utilized for conveyance and / or treatment.

No flood plain involvement anticipated.

No pond sites anticipated.

One (1) existing cross drain may be impacted.

### 2.3 Utilities Coordination (Activity 7.0)

Verification of existing utilities and conflicts to be determined during design.

### 2.4 Permits (Activity 8)

A Right of Way Use Permit will be required from Volusia County Land Development

A permit exemption is anticipated from SJRWMD.

Town of Pierson Water Utility approval may be required for any water main adjustments.

NPDES Permit Coverage will be required from FDEP.

No environmental impacts are anticipated.

### **2.5 Structures (Activities 9.0 – 18.0)**

Bridge(s): Not applicable

Type of Bridge Structure Work: Not applicable

Retaining and Sound Walls: Not applicable (standard gravity wall may be required)

Miscellaneous: Not applicable

### 2.6 Signing and Pavement Markings (Activity 19.0 & 20.0)

The project will also update and replace existing pavement markings to current standards within the project limits.

### 2.7 Signals (Activity 21.0 & 22.0)

<u>Intersections:</u> Existing pedestrian signal equipment at SR 15 (US 17) to be relocated and / or

replaced

Traffic Data Collection: Not applicable

<u>Traffic Studies</u>: Not applicable

<u>Count Stations</u>: Not applicable

### 2.8 Lighting (Activity 23.0 & 24.0)

Not applicable

### 2.9 Landscape Architecture (Activity 25.0 & 26.0)

Not applicable

### **2.10** Survey (Activity **27.0**)

<u>Design Survey:</u> From 100' west of SR 15 (US 17) intersection with Washington Avenue to 100' east of N. Pine Street intersection with E. Washington Avenue

Subsurface Utility: As determined to be necessary due to conflicts noted during design.

<u>Right of Way Survey</u>: From 100' west of SR 15 (US 17) intersection with Washington Avenue to 100' east of N. Pine Street intersection with E. Washington Avenue

### 2.11 Photogrammetry (Activity 28.0)

Not applicable

### **2.12 Mapping (Activity 29.0)**

Control Survey Map: Not applicable

<u>Right-of-Way Map</u>: From 100' west of SR 15 (US 17) intersection with Washington Avenue to 100' east of N. Pine Street intersection with E. Washington Avenue

Maintenance Map: Not applicable

### 2.13 Geotechnical (Activity 30.0)

CONSULTANT may need to obtain auger borings to determine soil permeability, if treatment volume recovery analysis is necessary.

### 2.14 Architecture (Activity 31.0)

Not applicable

### 2.15 Noise Barriers (Activity 32.0)

Not applicable

### 2.16 Intelligent Transportation Systems (Activities 33 and 34)

Not applicable

### 2.17 Project Schedule

Within ten (10) days after the Notice-To-Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule for VTPO and CONSULTANT scheduled activities required to meet the current VTPO Production Date. The current production date is January 1, 2013. The schedule shall be accompanied by an anticipated payout and fiscal progress curve. For the purpose of scheduling, the CONSULTANT shall allow for a two (2) week review time for each phase review and other submittals as appropriate.

The schedule shall indicate all required submittals.

All fees and price proposals are to be based on the negotiated schedule of 12 months for final plans production.

Periodically, throughout the life of the project, the schedule and curves shall be reviewed and, with the approval of the VTPO, adjusted as necessary to incorporate changes in the work concept and progress to date.

The approved schedule and schedule status report, along with progress and payout curves, shall be submitted with the monthly progress report.

The schedule shall be submitted in Microsoft Project, Suretrak, Primavera, Microsoft Project or system-compatible format.

### 2.18 Submittals

The CONSULTANT shall furnish plans and documents as required by the VTPO to adequately control, coordinate, and approve the plans. The CONSULTANT shall distribute phase submittals as directed by the VTPO. The VTPO will determine the specific number of copies required prior to each submittal.

### 2.19 Provisions for Work

All maps, plans and designs are to be prepared with English values in accordance with all applicable current FDOT manuals, memorandums, guidelines including but not limited to:.

General

o 29 CFR, Part 1910.1101 – Asbestos Standard for Industry, U.S. Occupational Safety and Health Administration (OSHA)

- o 29 CFR, Part 1926, 1101 Asbestos Standard for Construction, OSHA
- o 40 CFR, Part 61, Subpart M National Emission Standard for Hazardous Air Pollutants (NESHAP), Environmental Protection Agency (EPA)
- o 40 CFR, Part 763, Subpart E Asbestos-Containing Materials in Schools, EPA
- o 40 CFR, Part 763, Subpart G Asbestos Worker Protection, EPA
- o Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- o Any special instructions from the VTPO
- o Bicycle Facilities Planning and Design Manual,
- o CADD Manual
- o CADD Production Criteria Handbook
- o Ch. 469, F.S. Asbestos Abatement, Florida VTPO of Business and Professional Regulation (DBPR)
- o Ch. 62257, F.A.C. Asbestos Program, Florida VTPO of Environmental Protection (DEP)
- Code of Federal Regulations
- o Design Traffic Procedure
- Equivalent Single Axle Load Guidelines
- o Florida Administrative Codes
- o Florida Department of Business & Professional Regulations Rules
- o Florida Department of Environmental Protection Rules
- o Florida Department of Transportation Basis of Estimates Manual
- Florida Department of Transportation Design Standards for Design, Construction,
   Maintenance, and Utility Operations on the State Highway System
- Florida Department of Transportation Instructions for Structures Related Design Standards
- Florida Department of Transportation Handbook for Preparation of Specifications Package
- o Florida Department of Transportation Materials Manual
- o Florida Department of Transportation Plans Preparation Manual
- Florida Department of Transportation Project Development and Environmental Manual
- Florida Department of Transportation Standard Specifications for Road and Bridge Construction
- o Florida Statutes
- o Florida's Level of Service Standards and Guidelines Manual for Planning
- o K-Factor Estimation Process
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Model Guide Specifications Asbestos Abatement and Management in Buildings,
   National Institute for Building Sciences (NIBS)
- o Policy for Geometric Design of Highways and Streets
- o Project Traffic Forecasting Guidelines
- Quality Assurance Guidelines
- o Rule 61G17-6, F.A.C., Minimum Technical Standards for Professional Surveyors and Mappers
- o Safety Standards
- Utility Accommodations Guidelines

### **Permits**

- o Chapter 373, F.S.
- Bridge Permit Application Guide, COMDT PUB P16591.3B
- o Building Permit
- o <u>425-000-005</u> Asbestos Management Program
- o <u>625-020-020</u> Asbestos on Bridges

### Drainage

- o Cross Drain
- o Drainage Handbooks
- o Drainage Manual
- Erosion and Sediment Control
- Hydrology
- o Optional Pipe Materials
- o Storm Drain
- o Stormwater Management Facility
- o Temporary Drainage Handbook

### Survey and Mapping

- o All applicable Florida Statutes and Administrative Codes
- Applicable Rules, Guidelines Codes and authorities of other Municipal, County, State and Federal Agencies.
- o FDOT Aerial Surveying Standards for Transportation Projects Topic 550-020-002
- o FDOT Right of Way Mapping Handbook
- o FDOT Surveying Procedure Topic 550-030-101
- o Florida Department of Transportation Right of Way Procedures Manual
- o Florida Department of Transportation Surveying Handbook
- o Right of Way Mapping Procedure 550-030-015

### **Traffic Operation Manuals**

- AASHTO An Information Guide for Highway Lighting
- o AASHTO Guide for Development of Bicycle Facilities
- o American Disabilities Act
- Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD)
- o Federal Highway Administration Standard Highway Signs Manual
- o FHWA Roundabouts: An Informational Guide
- o Florida Department of Transportation Florida Roundabout Guide
- o Florida Department of Transportation Manual on Uniform Traffic Studies (MUTS)
- o Florida Department of Transportation Median Handbook
- o Florida Department of Transportation Traffic Engineering Manual
- o Minimum Specifications for Traffic Control Signal Devices
- National Electric Safety Code
- o National Electrical Code

### Structures

- o AASHTO LRFD Bridge Design Specifications and Interims
- AASHTO LRFD Movable Highway Bridge Design Specifications and Interims
- o AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, and Interims.
- o AASHTO/-AWS-D1. 5M/D1.5: An American National Standard Bridge Welding Code
- o AASHTO Guide Specifications for Structural Design of Sound Barriers
- AASHTO Manual for Condition Evaluation and Load and Resistance Factor Rating (LRFR) of Highway Bridges
- o Florida Department of Transportation Structures Manual
- o Florida Department of Transportation Structures Design Office Temporary Design Bulletins (available on Florida VTPO of Transportation Structures web site only)
- Florida Department of Transportation Preferred Details (available on Florida Department of Transportation Structures web site only)

### Geotechnical

- FHWA Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Specifications
- o Manual of Florida Sampling and Testing Methods
- Soils and Foundation Handbook

### Landscape Architecture

o Florida Highway Landscape Guide

### Architectural

### Building Codes – Latest Adopted Edition

- o Florida Building Code Building
- o Florida Building Code Fuel Gas
- o Florida Building Code Mechanical
- Florida Building Code Plumbing
- o Florida Building Code Existing Building
- Accessibility for Persons with Disabilities
- o Florida Accessibility Code for Building Construction
- o Florida Administrative Code Chapter 60D, Division of Building Construction
- o Florida Statutes Chapter 553, Building Construction Standards
- o ANSI A117.1 2003 Accessible and Usable Building and Facilities
  - Titles II and III, Americans With Disabilities Act (ADA), Public Law 101-336;
     and the ADA Accessibility Guidelines (ADAAG)

- o Fire Codes and Rules Latest Adopted Edition
  - NFPA 70 National Electrical Code
  - NFPA 101 Life Safety Code
  - NFPA 10 Standard for Portable Fire Extinguishers
  - NFPA 11 Standard for Low-Expansion Foam Systems
  - NFPA 11A Standard for High- and Medium-Expansion Foam Systems
  - NFPA 12 Standard for Carbon Dioxide Extinguishing Systems
  - NFPA 13 Installation of Sprinkler Systems
  - NFPA 30 Flammable and Combustible Liquids Code
  - NFPA 54 National Gas Fuel Code
  - NFPA 58 LP-Gas Code
- Florida Fire Prevention Code as adopted by the State Fire Marshal Consult with the Florida State Fire Marshal's office for other frequently used codes.
- Energy Conservation
  - Section 255.251, F.S., Florida Energy Conservation Act of 1974
  - Section 255.255, F.S., Life-Cycle Costs
- Elevators
  - Chapter 61C-5, Florida Elevator Code
  - Chapter 7C-5, Florida Elevator Code
  - ASME A-71.1, Safety Code for Elevators and Escalators
  - Flood Plain Management Criteria
  - Section 255.25, F.S., Approval Required Prior to Construction or Lease of Buildings
  - Rules of the Federal Emergency Management Agency (FEMA)
- Extinguishing Systems
  - NFPA 10 Fire Extinguishers
  - NFPA 13 Sprinkler
  - NFPA 14 Standpipe and Hose System
  - NFPA 17 Dry Chemical
  - NFPA 20 Centrifugal Fire Pump
  - NFPA 24 Private Fire Service Mains
  - NFPA 200 Standard on Clean Agent Fire Extinguishing Systems
- o Detection and Fire Alarm Systems
  - NFPA 70 Electrical Code
  - NFPA 72 Standard for the Installation, Maintenance and Use of Local Protective Signaling Systems
  - NFPA 72E Automatic Fire Detectors
  - NFPA 72G Installation, Maintenance, and Use of Notification Appliances
  - NFPA 72H Testing Procedures for Remote Station and Proprietary Systems

- NFPA 74 Household Fire Warning Equipment
- NFPA 75 Protection of Electronic Computer Equipment

### Mechanical Systems

- NFPA 90A Air Conditioning and Ventilating Systems
- NFPA 92A Smoke Control Systems
- NFPA 96 Removal of Smoke and Grease-Laden Vapors from Commercial Cooking Equipment
- NFPA 204M Smoke and Heating Venting

### Miscellaneous Systems

- NFPA 45 Laboratories Using Chemicals
- NFPA 80 Fire Doors and Windows
- NFPA 88A Parking Structures
- NFPA 105 Smoke and Draft-control Door Assemblies
- NFPA 110 Emergency and Standby Power Systems
- NFPA 220 Types of Building Construction
- NFPA 241 Safeguard Construction, Alteration, and Operations
- Florida Administrative Code 4A-47 Uniform Fire Safety For Elevators
- Florida Administrative Code 4A-51 Boiler Safety

### Other

- Chapter 64E-6 FAC Standards for On Site Sewage Disposal Systems (Septic Tanks)
- Florida Administrative Code, Chapter 17-6.070 Wastewater Facilities (Treatment Plants)
- Florida Administrative Code Chapter 17-761 Underground Storage Tank Rules
- Chapter 10D-6 FAC On Site Sewage Disposal Systems (Septic Tanks)
- Chapter 17-6.070 FAC Wastewater Facilities (Treatment Plants)
- Chapter 17-761 FAC Underground Storage Tank Rules

These documents are revised periodically by the responsible agencies and adopted by authorities having jurisdiction on building projects. The design consultant and the project manager are advised to obtain applicable versions of these documents from the responsible agency prior to use.

- American Concrete Institute
- o American Institute of Architects Architect's Handbook of Professional Practice
- o American Society for Testing and Materials ASTM Standards
- Brick Institute of America
- DMS Standards for Design of State Facilities
- o Florida Building Code
- o Florida Concrete Products Association
- o Florida Department of Transportation ADA/Accessibility Procedure
- o Florida Department of Transportation Asbestos Management Program Procedure
- o Florida Department of Transportation Building Code Compliance Procedure

- Florida Department of Transportation Design Build Procurement and Administration
- Florida Department of Transportation Standard Specifications for Road and Bridge Construction
- o Florida Department of Transportation Structures Manual
- o Florida Department of Transportation Design Standards
- o National Concrete Masonry Association
- o National Electrical Code (current edition)
- o National Fire Protection Association Life Safety Code (current edition)
- o Portland Cement Association Concrete Masonry Handbook

### **Intelligent Transportation Systems**

Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways <a href="http://www.dot.state.fl.us/rddesign/FloridaGreenbook/2007/2007FloridaGreenbook.pdf">http://www.dot.state.fl.us/rddesign/FloridaGreenbook/2007/2007FloridaGreenbook.pdf</a>

Supplemental Florida's Turnpike standards for the design and construction of the Florida's Turnpike mainline improvements from Griffin Road to Peters Road:

Florida's Turnpike Plans Preparation and Practices Handbook <a href="http://www.dot.state.fl.us/turnpikepio/design\_website/tppph.htm">http://www.dot.state.fl.us/turnpikepio/design\_website/tppph.htm</a>

Florida's Turnpike Traffic Pacing Design Guide Drawings

Florida's Turnpike Lane Closure Policy

Florida's Turnpike Drainage Manual Supplement <a href="http://www.dot.state.fl.us/turnpikepio/Design\_Website/Drainage/Drainage%20Manual%20Supplement%202007.pdf">http://www.dot.state.fl.us/turnpikepio/Design\_Website/Drainage/Drainage%20Manual%20Supplement%202007.pdf</a>

Florida's Turnpike Rigid Pavement Design Guide for SunPass Only / Express Lanes <a href="http://www.dot.state.fl.us/turnpikepio/Design\_Website/Roadway%20Pavement%20Design%20-%20Concrete.htm">http://www.dot.state.fl.us/turnpikepio/Design\_Website/Roadway%20Pavement%20Design%20-%20Concrete.htm</a>

Traffic Monitoring:

FHWA Traffic Detector Handbook

FDOT General Interest Roadway Data Procedure

FHWA Traffic Monitoring Guide

FDOT's Traffic/Polling Equipment Procedures

AISC Manual of Steel Construction, referred to as "AISC Specifications"

American National Standards Institute (ANSI) RP-8-00 Recommended Practice for Roadway Lighting

AASHTO AWS D1.1/ANSI Structural Welding Code – Steel

AASHTO D1.5/AWS D1.5 Bridge Welding Code

Chapter 62-302 Florida Administrative Code - Surface Water Quality Standards

Federal Highway Administration (FHWA) Roadway Construction Noise Model (RCNM) and Guideline Handbook

Florida Fish and Wildlife Conservation Commission - Standard Manatee Construction Conditions 2005

# 2.20 Services to be Performed by the VTPO

- When appropriate the VTPO will provide project data currently on file.
- o Regarding Environmental Permitting Services:
  - Approve all contacts with environmental agencies.
  - Provide general philosophies and guidelines of the VTPO to be used in the fulfillment of this contract. Objectives, constraints, budgetary limitations, and time constraints will be completely defined by the Project Manager.
  - Provide the appropriate signatures on application forms.
- o Provide letters of authorization designating the CONSULTANT as an agent of the VTPO in accordance with F.S. 327.274.
- o Provide phase reviews of plans and engineering documents.
- o Furnish all VTPO agreements with Utility Agency Owner (UAO).
- o Furnish all certifications necessary for project letting.
- o Provide all information that may come to the VTPO pertaining to future improvements.

#### 3 PROJECT COMMON and PROJECT GENERAL TASKS

## **Project Common Tasks**

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities, 4.0 Roadway Analysis through 32.0 Noise Impact Design Assessment. These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the CONSULTANT.

<u>Cost Estimates</u>: The CONSULTANT shall be responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project. A Summary of Pay Items sheet shall be prepared for all required Phase Plan submittals after 60%.

<u>Technical Special Provisions</u>: The CONSULTANT shall provide Technical Special Provisions for all items of work not covered by the Standard Specifications for Road and Bridge Construction and the workbook of implemented modifications.

A Technical Special Provision shall not modify the first nine sections of the Standard Specifications and implemented modifications in any way. All modifications to other sections must be justified to be included in the project's specifications package, typically as special provisions and not as Technical Special Provisions.

The Technical Special Provisions shall be technical in nature and shall provide a description of work, materials, equipment and specific requirements, method of measurement and basis of payment. Proposed Technical Special Provisions will be submitted for initial review at the time of the Phase III 60% plans review submission to the VTPO's Project Manager. This timing will allow for adequate processing time prior to final submittal. All comments will be returned to the CONSULTANT for correction and resolution.

The CONSULTANT shall contact the appropriate District Specifications Office for details of the current format to be used before starting preparations of Technical Special Provisions.

Field Reviews: Includes all trips required to obtain necessary data for all elements of the project.

<u>Technical Meetings</u>: Includes meetings with VTPO and/or Agency staff, between disciplines and subconsultants, such as access management meetings, pavement design meetings, local governments, railroad companies, progress review meetings (phase review), and miscellaneous meetings. The CONSULTANT shall prepare, and submit to the VTPO's Project Manager for review, the meeting minutes for all meetings attended by them. The meeting minutes are due within five (5) days of attending the meeting.

Quality Assurance/Quality Control: It is the intention of the VTPO that design CONSULTANTS are held responsible for their work, including plans review. Detailed checking of CONSULTANT plans or assisting in designing portions of the project for the CONSULTANT is not the intent of having external design consultants. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow the plan preparation procedures outlined in the Plans Preparation Manual, that state and federal design criteria are followed with the VTPO concept, and that the CONSULTANT submittals are complete.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan shall be one specifically designed for this project. The Quality Control Plan may be one utilized by the CONSULTANT as part of their normal operation or it may be one specifically designed for this project. The CONSULTANT shall submit a Quality Control Plan for approval within 20 (twenty) calendar days of the written Notice to Proceed. A marked up set

of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required, if requested by the VTPO, with each phase submittal. The responsible Professional Engineer, Landscape Architect, or Professional Surveyor & Mapper that performed the Quality Control review will sign a statement certifying that the review was conducted and found to meet required specifications.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other services.

<u>Independent Peer Review</u>: When directed by the VTPO, a subconsultant may perform Independent Peer Reviews.

<u>Supervision</u>: Includes all efforts required to supervise all technical design activities.

<u>Coordination</u>: Includes all efforts to coordinate with all disciplines of the project to produce a final set of construction documents.

#### **Project General Tasks**

Project General Tasks, described in Sections 3.1 through 3.7 below, represent work efforts that are applicable to the project as a whole and not to any one or more specific project activity. The work described in these tasks shall be performed by the CONSULTANT when included in the project scope.

#### 3.1 Public Involvement

Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the project. The CONSULTANT shall provide to the VTPO drafts of all Public Involvement documents (i.e., newsletters, property owner letters, advertisements, etc.) associated with the following tasks for review and approval at least five (5) business days prior to printing and / or distribution.

#### 3.1.1 Community Awareness Plan

Not applicable

#### 3.1.2 Notifications

Not applicable

#### 3.1.3 Preparing Mailing Lists

Not applicable

#### 3.1.4 Median Modification Letters

Not applicable

#### 3.1.5 Driveway Modification Letters

Not applicable

#### 3.1.6 Newsletters

Not applicable

# 3.1.7 Renderings and Fly-Throughs

Not applicable

#### 3.1.8 PowerPoint Presentations

Not applicable

# **3.1.9 Public Meeting Preparations**

The CONSULTANT shall prepare the necessary materials for use in public meetings.

#### 3.1.10 Public Meeting Attendance and Follow-up

Not applicable

## 3.1.11 VTPO Meetings

The CONSULTANT may be required to participate in meetings with the local governing authorities and VTPO. The CONSULTANT's participation will be limited to participation during the meeting, note taking, and summarizing the meeting in a memo to the file. It is estimated for this project there will be two (2) meetings during the design

#### **3.1.12** Web Site

Not applicable

## 3.2 **Joint Project Agreements**

No Joint Project Agreements (JPA's) are presently anticipated.

## 3.3 Specifications Package Preparation

The CONSULTANT shall prepare and provide a specifications package prepared in accordance with the FDOT'S Handbook for the Preparation of Specification Packages and associated training. The specifications package shall address all items and areas of work and include any Mandatory Specifications, Modified Special Provisions, and Technical Special Provisions. The VTPO will provide the applicable workbook to be used to prepare the specifications package.

The specifications package submittal shall consist of (1) the complete specifications package, (2) a copy of the marked-up workbook used to prepare the package, and (3) a copy of the final project plans.

Final submittal of the specifications package must occur at least 10 working days prior to the contract package due date. This submittal shall be electronically signed, dated, and sealed in accordance with applicable Florida Statutes.

#### 3.4 Contract Maintenance

Contract maintenance includes project management effort for complete setup and maintenance of files, developing monthly progress reports, schedule updates, work effort to develop and execute subconsultant agreements, etc.

## 3.5 Value Engineering (Multi-Discipline Team) Review

Not applicable

## 3.6 Prime Consultant Project Manager Meetings

Includes only the Prime Consultant Project Manager's time for travel and attendance at Activity Technical Meetings and other meetings listed in the meeting summary for Task 3.6 on tab 3.0 Project General Task of the staff hour forms. Staff hours for other personnel attending Activity Technical Meetings are included in the meeting task for that specific Activity.

# 3.7 Plans Update

The effort needed for Plans Update services will vary from project to project, depending on size and complexity of the project, as well as the duration of time spent "on the shelf".

Specific services will be negotiated as necessary as a contract amendment.

## 3.8 Post Design Services

Post Design Services may include, but not limited to, meetings, construction assistance, plans revisions, shop drawing review, survey services and load ratings. Specific services will be negotiated as necessary as a contract amendment.

Post Design Services are not intended for instances of CONSULTANT errors and/or omissions.

#### 3.9 Electronic Delivery

The CONSULTANT shall deliver final contract plans in electronic format.

#### 4 ROADWAY ANALYSIS

The CONSULTANT shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

## 4.1 Typical Section Package

Not applicable

## 4.2 Pavement Design Package

Not applicable

## 4.3 Access Management

Not applicable

# 4.4 Horizontal/Vertical Master Design Files

The CONSULTANT shall design the geometrics using the design standards that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, elder road user policy, access management, PD&E documents and scope of work.

## 4.5 Cross Section Design Files

The CONSULTANT shall establish and develop cross section design files as necessary to construct the project.

# 4.6 Traffic Control Analysis

The CONSULTANT shall design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities when the contract includes Joint Project Agreements (JPAs).

The Traffic Control Plan shall be prepared by a certified designer who has completed training as required by the FDOT. Before proceeding with the Traffic Control Plan, the CONSULTANT shall meet with the appropriate VTPO personnel. The purpose of this meeting is to provide information to the CONSULTANT that will better coordinate the Preliminary and Final Traffic Control Plan efforts.

The CONSULTANT shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the CONSULTANT shall notify the VTPO's Project Manager as soon as possible. Proposed road closings must be reviewed and approved by the VTPO. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration and other eventualities. CONSULTANT shall be responsible to obtain local authorities permission for use of detour routes not on state highways.

## 4.7 Master TCP Design Files

Not applicable

# 4.8 Design Variations and Exceptions

None presently anticipated

# 4.9 Design Report

The CONSULTANT shall prepare all applicable report(s) as listed in the Project Description section of this scope.

The CONSULTANT shall submit to the VTPO design notes, data, and calculations to document the design conclusions reached during the development of the contract plans.

The design notes, data, and computations shall be recorded on size 8½"x11" sheets, fully titled, numbered, dated, indexed and signed by the designer and the checker. Computer output forms and other oversized sheets shall be folded to 8½"x11" size. The data shall be in a hardback folder for submittal to the VTPO.

## 4.10 Computation Book and Quantities

Not applicable

- 4.11 Cost Estimate
- **4.12** Technical Special Provisions
- 4.13 Other Roadway Analysis
- 4.14 Field Reviews
- **4.15** Technical Meetings
- 4.16 Quality Assurance/Quality Control
- 4.17 Independent Peer Review
- 4.18 Supervision
- 4.19 Coordination

#### 5 ROADWAY PLANS

The CONSULTANT shall prepare Roadway, Drainage, Traffic Control, Utility Adjustment Sheets, plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

## 5.1 Key Sheet

## 5.2 Summary of Pay Items Including Quantity Input

5.3	Drainage Map				
5.4	Interchange Drainage Map Not applicable				
5.5	Typical Section Sheets				
5.6	General Notes/Pay Item Notes				
5.7	Summary of Quantities				
5.8	Box Culvert Data Sheet Not applicable				
5.9	Bridge Hydraulics Recommendation Sheets Not applicable				
5.10	Summary of Drainage Structures Not applicable				
5.11	Optional Pipe/Culvert Material Not applicable				
5.12	Project Layout Not applicable				
5.13	Plan/Profile Sheet Not applicable				
5.14	Profile Sheet Not applicable				
5.15	Plan Sheet				
5.16	Special Profile Not applicable				
5.17	Back of Sidewalk Profile Sheet Only if preferred by Consultant				
5.18	Interchange Layout Sheet Not applicable				
5.19	Ramp Terminal Details (Plan View) Not applicable				
5.20	Intersection Layout Details Not presently anticipated				
5.21	Miscellaneous Detail Sheets				
5.22	Drainage Structure Sheet (Per Structure) Not presently anticipated				
5.23	Miscellaneous Drainage Detail Sheets				
5.24	Lateral Ditch Plan/Profile Not presently anticipated				
5.25	teral Ditch Cross Sections Not presently anticipated				
5.26	Retention/Detention Ponds Detail Sheet Not presently anticipated				
5.27	Retention Pond Cross Sections Not presently anticipated				

- 5.28 **Cross-Section Pattern Sheet** Not applicable 5.29 **Roadway Soil Survey Sheet** Not applicable 5.30 **Cross Sections** 5.31 **Traffic Control Plan Sheets** 5.32 **Traffic Control Cross Section Sheets** Not presently anticipated 5.33 Traffic Control Detail Sheets Not presently anticipated 5.34 **Utility Adjustment Sheets** Not presently anticipated 5.35 **Selective Clearing and Grubbing**
- 5.36 **Erosion Control Plan**
- 5.37 **SWPPP**
- 5.38 **Project Control Network Sheet** Not applicable
- 5.39 **Environmental Detail Sheets** Not presently anticipated

Preparation of detail sheets for potential environmental issues such as, underground fuel tanks and monitoring wells, septic tanks within the proposed right-of-way. All piping and pumps in association with the above referenced issues shall also be located and identified by the survey. The CONSULTANT shall relay to the VTPO any findings of contaminated soil, monitoring wells, or any features (particularly springs or sinks) relating to contamination or hazardous material.

Not presently anticipated

- 5.40 Utility Verification Sheet (SUE Data) Not applicable
- 5.41 **Quality Assurance/Quality Control**
- 5.42 **Supervision**

#### DRAINAGE ANALYSIS

The CONSULTANT shall analyze and document Drainage Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current FDOT design memorandums.

The CONSULTANT shall be responsible for designing a drainage and stormwater management system. All design work shall comply with the requirements of the appropriate regulatory agencies and the VTPO's Drainage Manual.

The CONSULTANT shall coordinate fully with the appropriate permitting agencies and the VTPO's staff. All activities and submittals should be coordinated through the VTPO's Project Manager. The work will include the engineering analyses for any or all of the following:

#### 6.1 Determine Base Clearance Water Elevation

Not applicable

## 6.2 Pond Siting Analysis and Report

Not presently anticipated

# 6.3 Design of Cross Drains

Analyze the hydraulic design of cross drains. Check existing cross drains to determine if they are structurally sound and can be extended. Document the design as required. Determine and provide flood data as required.

# 6.4 Design of Roadway Ditches

Design roadway conveyance ditches. This includes determining ditch cross sections, grades, selecting suitable channel lining, designing the side drain pipes, and documentation.

# 6.5 Design of Outfalls

Analyze and document the design of ditch or piped outfalls. (Pond outlet structure included in task 6.6)

# 6.6 Design of Stormwater Management Facility (Offsite Pond)

Not presently anticipated

# 6.7 Design of Stormwater Management Facility (Roadside Ditch as Linear Pond or Infield Pond)

Not presently anticipated

## **6.8** Design of Flood Plain Compensation Area

Not presently anticipated

#### 6.9 Design of Storm Drains

Develop a "working drainage map", determine runoff, inlet locations, and spread. Calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses). Determine Design Tailwater and, if necessary, outlet scour protection.

#### 6.10 Optional Culvert Material

Determine acceptable options for pipe materials.

#### 6.11 French Drain Design

Not presently anticipated

## 6.12 Drainage Wells

Not applicable

# **6.13** Drainage Design Documentation Report

Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions, except the Pond Siting Analysis Report and Bridge Hydraulics Report.

# 6.14 Bridge Hydraulic Report

Not applicable

# 6.15 Temporary Drainage Analysis

Not applicable.

- 6.16 Cost Estimate
- **6.17** Technical Special Provisions
- 6.18 Other Drainage Analysis
- 6.19 Field Reviews
- **6.20** Technical Meetings
- 6.21 Quality Assurance/Quality Control
- **6.22** Independent Peer Review
- 6.23 Supervision
- 6.24 Coordination

#### 7 UTILITIES

The CONSULTANT shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO) ensuring no conflicts exist between utility facilities and the VTPO's construction project. The CONSULTANT shall ensure all utility negotiations have been completed with arrangements made for utility work to be undertaken.

## 7.1 Kickoff Meeting

Not applicable

## 7.2 Identify Existing UAO(s)

Identify all utilities in the corridor; check with Maintenance for Permits, Sunshine State One Call, Subsurface Utility Engineering (SUE) Report, Design Location Survey, and Existing Plans.

## **7.3** Make Utility Contacts

<u>First Contact</u>: Send letters and two (2) sets of plans to each utility, one set for the utility office, one (1) set each to construction and maintenance if required. Includes contact by phone for meeting coordination. Request type, size, location, easements, cost for compensable relocation, and justification for any utility exceptions. Include the meeting schedule (if applicable) and the design schedule. Include typical meeting agenda.

<u>Second Contact</u>: At a minimum of 4 weeks prior to the meeting, the CONSULTANT shall transmit two complete sets of Phase II plans to each UAO having facilities located within the project limits, and one set to the VTPO.

<u>Third Contact</u>: Identify agreements and assemble packages. Send agreements, letters and two (2) sets of plans to the UAO(s) including all component sets, one (1) set for the utility office, one (1) set to construction and maintenance if required. Include the design schedule. Not all projects will have all contacts as described above.

# 7.4 Exception Coordination

Not applicable

## 7.5 Preliminary Utility Meeting

If necessary, the CONSULTANT shall schedule (time and place), notify participants, and conduct a preliminary utility meeting with all affected UAO(s) for the purpose of presenting the project, review the current design schedule, evaluate the utility information collected, provide follow-up information on compensable interest requests, discuss the utility work by highway contractor option with each utility, and discuss any future design issues that may impact utilities. This is also an opportunity for the UAO(s) to present proposed facilities. The CONSULTANT shall keep accurate minutes and distribute a copy to all attendees.

#### 7.6 Individual/Field Meetings

Not applicable.

# 7.7 Collect and Review Plans and Data from UAO(s)

Make Determinations (Compensable Interest, Easements, Coordinate, Analyze). Ensure information (utility type, material and size) is sent to the designer for inclusion in the plans. Coordinate programming of funds.

#### 7.8 Subordination of Easements Coordination

The CONSULTANT, if requested by the VTPO, shall transmit to and secure from the UAO the executed subordination agreements prepared by the appropriate VTPO office. The

CONSULTANT shall coordinate with the DUO the programming of the necessary work program funds to compensate the UAO.

# 7.9 Utility Design Meeting

At a minimum of 3 weeks prior to the meeting, the CONSULTANT shall transmit two (2) complete sets of Phase II plans to each UAO having facilities located within the project limits, and one set to the VTPO Offices as required by the District. The CONSULTANT shall schedule (time and place), notify participants, and conduct a Utility meeting with all affected UAO(s). The CONSULTANT shall be prepared to discuss drainage, traffic signalization, maintenance of traffic (construction phasing), review the current design schedule and letting date, evaluate the utility information collected, provide follow-up information on compensable interest requests, discuss the utility work by highway contractor option with each utility, discuss any future design issues that may impact utilities, etc., to the extent that they may have an effect on existing or proposed utility facilities with particular emphasis on drainage and maintenance of traffic with each UAO. The intent of this meeting shall be to identify and resolve conflicts between utilities and proposed construction prior to completion of the plans, including utility adjustment details. Also recommend resolution between known utility conflicts with proposed construction plans as practical. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees.

# 7.10 Review Utility Markups and Work Schedules and Processing of Schedules and Agreements

Review utility marked up plans individually as they are received for content and coordinate review with the designer. Send color markups and schedules to the appropriate VTPO office(s) for review and comment if required. Coordinate with the VTPO for execution. Distribute Executed Final Documents. Prepare Work Order for UAO(s). Coordinate programming of funds.

#### 7.11 Utility Coordination/Followup

This includes follow-up, interpreting plans, and assisting and the completion of the UAO(s) work schedule and agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s) complete and return the required documents in accordance with the project schedule. Ensure the resolution of all known conflicts. This task can be applied to all phases of the project.

## 7.12 Utility Constructability Review

Not applicable

## 7.13 Additional Utility Services

This includes preparation and coordination of Utility Design Plans when the VTPO participates in cost of utility work. If necessary, this item will be added as a supplemental agreement when the need is identified.

#### 7.14 Processing Utility Work by Highway Contractor (UWHC)

Not applicable

## 7.15 Contract Plans to UAO(s)

Not applicable

#### 7.16 Certification/Close-Out

This includes hours for transmitting utility files to the DUO and preparation of the Utility Certification Letter. The CONSULTANT shall certify to the appropriate VTPO representative the following:

An on-site inspection was made and no utility work is anticipated to be required.

#### 7.17 Other Utilities

#### 8 ENVIRONMENTAL PERMITS, COMPLIANCE AND CLEARANCES

The CONSULTANT shall notify the VTPO Project Manager, Environmental Permit Coordinator and other appropriate personnel in advance of all scheduled meetings with the regulatory agencies to allow a VTPO representative to attend. The CONSULTANT shall copy in the Project Manager and the Environmental Permit Coordinator on all permit related correspondence and meetings.

## 8.1 Preliminary Project Research

The CONSULTANT shall perform preliminary project research and shall be responsible for early identification of and coordination with the appropriate regulatory agencies to assure that design efforts are properly directed toward permit requirements.

## 8.2 Complete Permit Involvement Form

The CONSULTANT shall document permit involvement in coordination with the District Permit Coordinator and VTPO Project Manager. This is to be done upon completion of preliminary project research.

#### **8.3** Establish Wetland Jurisdictional Lines and Assessments

If warranted, the CONSULTANT shall collect all data and information necessary to determine the boundaries of wetlands and surface waters defined by the rules or regulations of each agency processing or reviewing a permit application necessary to construct a VTPO project.

The CONSULTANT shall be responsible for, but not limited to, the following activities:

- O Determine landward extent of state waters as defined in Chapter 62-340 FAC as ratified in Section 373.4211 FS
- O Determine the jurisdictional boundaries of wetlands and surface waters as defined by rules or regulations of any other permitting authority that is processing a VTPO permit application.

- O Prepare aerial maps showing the jurisdictional boundaries of wetlands and surface waters. Aerial maps shall be reproducible, of a scale no greater than 1"=200' and be recent photography. The maps shall show the jurisdictional limits of each agency. Xerox copies of aerials are not acceptable. All jurisdictional boundaries are to be tied to the project's baseline of survey. When necessary, a survey will be prepared by a registered surveyor and mapper.
- Acquire written verification of jurisdictional lines from the appropriate environmental agencies.
- Prepare a written assessment of the current condition and relative value of the function being performed by wetlands and surface waters. Prepare data in tabular form which includes the ID number for each wetland impacted, size of wetland to be impacted, type of impact and identify any wetland within the project limits that will not be impacted by the project. Prepare appropriate Agency Forms.

# 8.4 Agency Verification of Wetland Data

Not presently anticipated

# 8.5 Complete and Submit All Required Permit Applications

The CONSULTANT shall prepare permit packages as identified in the Project Description section.

The CONSULTANT shall collect all of the data and information necessary to obtain the environmental permits required to construct a project.

The CONSULTANT shall prepare each permit application for VTPO approval in accordance with the rules and/or regulations of the environmental agency responsible for issuing a specific permit and/or authorization to perform work.

The CONSULTANT will submit all permit applications, as directed by the VTPO, and be responsible for payment of all permit fees.

- 8.6 Prepare Dredge and Fill Sketches per Agency Criteria Not applicable
- 8.7 Prepare USCG Permit Sketches per Agency Criteria Not applicable
- 8.8 Prepare Water Management District Right-of-Way Occupancy Sketches
- 8.9 Prepare Coastal Construction Control Line (CCCL) Permit Application Not applicable
- **8.10 Prepare Tree Permit Information** Not presently anticipated

## **8.11** Mitigation Coordination and Meetings

The CONSULTANT shall coordinate with VTPO personnel prior to approaching any environmental permitting or reviewing agencies. Once a mitigation plan has been reviewed and approved by the VTPO, the CONSULTANT will be responsible for coordinating the proposed mitigation plan with the environmental agencies.

## 8.12 Mitigation Design

If wetland impacts cannot be avoided, the CONSULTANT shall prepare a mitigation plan to be included as a part of the Environmental Resource or Wetlands Resource Permit applications.

Prior to the development of alternatives, the CONSULTANT shall meet with the Project Manager to determine the VTPO's policies in proposing mitigation. The CONSULTANT shall proceed in the development of a mitigation plan based upon the general guidelines provided by the VTPO.

The CONSULTANT will be directed by the VTPO to investigate the following methods of mitigation:

- o Payment to DEP/WMD per acre of wetlands impacted as defined in CH 373.4137 FS
- Monetary participation in offsite regional mitigation plans
- Monetary participation in a private mitigation bank
- Creation/restoration on public lands
- o Creation/restoration on right-of-way purchased by the VTPO
- Creation/restoration on existing VTPO right-of-way

In the event that physical creation or restoration is the only feasible alternative to offset wetland impacts, the CONSULTANT shall collect all of the data and information necessary to prepare alternative mitigation plans that may be acceptable to all permitting agencies and commenting agencies who are processing or reviewing a permit application for a VTPO project.

Prior to selection of a final mitigation site, the CONSULTANT will provide the following services in the development of alternative mitigation plans:

- o Preliminary jurisdictional determination for each proposed site
- Selection of alternative sites
- o Coordination of alternative sites with the VTPO/all environmental agencies
- O Written narrative listing potential sites with justifications for both non-recommended

#### 8.13 Environmental Clearances, Reevaluations and Technical Support

The CONSULTANT shall provide engineering and environmental support for the District to obtain clearances for all changes to the project after the PD&E was completed. These changes include but are not limited to pond and/or mitigation sites identified, land use or environmental changes, and significant design changes.

NEPA or SEIR Reevaluation: During the development of the final design plans, the CONSULTANT shall be responsible for coordinating with the District Project Manager to provide necessary engineering information required in the preparation of the reevaluation by the VTPO. The preparation of all environmental reevaluations on major projects include the following types of reevaluations as listed in Chapter 11, Part I of the VTPO's Project Development & Environment Manual: Preliminary Engineering, Right of Way, Design Change, and Construction Advertisement Reevaluations.

Design Change Reevaluations will be completed in accordance with Part 1 Chapter 13 of the Project Development and Environment Manual A technical memorandum identifying the commitments and how they were addressed shall be submitted to the District Project Manager by the CONSULTANT for incorporation into the reevaluation.

It is the responsibility of the CONSULTANT to provide the District Project Manager with engineering information on major design changes including changes in typical section, roadway alignment, pond site selection, right of way requirements, bridge to box culvert, drainage, and traffic volumes that may affect noise models.

Asbestos Survey: The CONSULTANT shall secure the services of a Florida Licensed Asbestos Consultant to perform a comprehensive Asbestos Containing Materials (ACM) survey of all bridges on the project. The survey shall include sampling of all suspect ACM. In the event that ACM is found on the bridge, the CONSULTANT shall prepare (in coordination with the VTPO's District Asbestos Coordinator) plans, specifications, general notes, pay item notes and an Operation and Maintenance (O&M) plan for any asbestos to remain in place. The CONSULTANT shall submit four (4) hard copies and one (1) electronic copy of the final ACM survey, and the required copies of any additional supporting documents, to the VTPO's Project Manager and to the District Asbestos Coordinator at the time of the Phase I submittal.

<u>Archaeological and Historical Features</u>: The CONSULTANT shall provide technical information to the District's Project Manager necessary to analyze the impacts to all cultural and historic resources due to changes in the project.

<u>Wetland Impact Analysis</u>: The CONSULTANT shall provide technical information to the Districts Project Manager necessary to analyze the impacts to wetlands due to changes in the project.

<u>Wildlife and Habitat Impact Analysis</u>: The CONSULTANT shall provide technical information to the Districts Project Manager necessary to analyze the impacts to all wildlife and habitat due to changes in the project.

<u>Contamination Impact Analysis</u>: The CONSULTANT shall provide technical information to the District's Project Manager necessary to perform a Contamination Screening Evaluation for the pond and/or mitigation sites and complete the Contamination Screening Evaluation Report.

Section 10 Consultation: The CONSULTATANT shall provide technical information to the District's Project Manager necessary to complete a Section 10 Consultation.

#### 8.14 Environmental Clearances and Reevaluations

The CONSULTANT shall prepare reports and clearances for all the changes to the project that occurred after the PD&E was completed. These changes could include but are not limited to pond and/or mitigation sites identified, land use or environmental changes, and significant design changes.

<u>NEPA or SEIR Reevaluation:</u> During the development of the final design plans, the CONSULTANT shall be responsible for collecting the data and preparing a Reevaluation in accordance with Part 1, Chapter 13 of the PD&E Manual.

<u>Archaeological and Historical Features</u>: The CONSULTANT shall collect data necessary to completely analyze the impacts, due to changes in the project or project area, to all cultural and historic resources, and prepare a Cultural Resource Assessment Request Package, in accordance with Part 2, Chapter 12 of the PD&E Manual.

<u>Wetland Impact Analysis</u>: The CONSULTANT shall analyze the impacts to wetlands for the changes to the project and complete the Wetlands Evaluation Report, in accordance with Part 2, Chapters 11 and 18 of the PD&E Manual

<u>Wildlife and Habitat Impact Analysis</u>: The CONSULTANT shall collect data necessary and perform an Endangered Species Biological Assessment, and analyze the impacts to wildlife and habitat by the changes to the project, in accordance with Part 2, Chapter 27 of the PD&E Manual.

<u>Contamination Impact Analysis</u>: The CONSULTANT shall perform the necessary analysis to complete the Contamination Screening Evaluation for the changes to the project and complete the Contamination Screening Evaluation Report as described in Part 2, Chapter 22, of the PD&E Manual.

<u>Section 10 Consultation:</u> The CONSULTATANT shall perform the necessary analysis to complete a Section 10 Consultation.

- 8.15 Other Environmental Permits
- **8.16** Technical Meetings
- 8.17 Quality Assurance/Quality Control
- 8.18 Supervision
- 8.19 Coordination
- 9 STRUCTURES SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS

Not applicable

10 STRUCTURES - BRIDGE DEVELOPMENT REPORT

Not applicable

11 STRUCTURES - TEMPORARY BRIDGE

Not applicable

## 12 STRUCTURES - SHORT SPAN CONCRETE BRIDGE

Not applicable

## 13 STRUCTURES - MEDIUM SPAN CONCRETE BRIDGE

Not applicable

#### 14 STRUCTURES - STRUCTURAL STEEL BRIDGE

Not applicable

#### 15 STRUCTURES - SEGMENTAL CONCRETE BRIDGE

Not applicable

## 16 STRUCTURES - MOVABLE SPAN

Not applicable

#### 17 STRUCTURES - RETAINING WALL

Not applicable

#### 18 STRUCTURES - MISCELLANEOUS

Not applicable

## 19 SIGNING AND PAVEMENT MARKING ANALYSIS

The CONSULTANT shall analyze and document Signing and Pavement Markings Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

## 19.1 Traffic Data Analysis

Not applicable

## 19.2 No Passing Zone Study

Not applicable

# 19.3 Reference and Master Design File

The CONSULTANT shall prepare the Signing & Marking Design file to include all necessary design elements and all associated reference files.

## 19.4 Multi-Post Sign Support Calculations

The CONSULTANT shall determine the appropriate column size from the FDOT's Multi-Post Sign Program(s).

# 19.5 Sign Panel Design Analysis

Establish sign layout, letter size and series for non-standard signs.

## 19.6 Sign Lighting/Electrical Calculations

Not applicable

## 19.7 Quantities

# 19.8 Computation Book

Not applicable

#### 19.9 Cost Estimates

- 19.10 Technical Special Provisions
- 19.11 Other Signing and Pavement Marking Analysis
- 19.12 Field Reviews
- 19.13 Technical Meetings
- 19.14 Quality Assurance/Quality Control
- 19.15 Independent Peer Review
- 19.16 Supervision
- 19.17 Coordination

#### 20 SIGNING AND PAVEMENT MARKING PLANS

The CONSULTANT shall prepare a set of Signing and Pavement Marking Plans in accordance with the Plans Preparation Manual that includes the following.

- 20.1 Key Sheet
- **20.2** Summary of Pay Items
- **20.3** Tabulation of Quantities
- **20.4** General Notes/Pay Item Notes
- 20.5 Project Layout

- 20.6 Plan Sheet
- **20.7** Typical Details
- 20.8 Guide Sign Work Sheet(s)
- **20.9** Traffic Monitoring Site

Not applicable

#### 20.10 Cross Sections

Not applicable

## 20.11 Special Service Point Details

Not applicable

- **20.12 Special Details**
- 20.13 Interim Standards
- 20.14 Quality Assurance/Quality Control
- 20.15 Supervision

## 21 SIGNALIZATION ANALYSIS

The CONSULTANT shall analyze and document Signalization Analysis Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

#### 21.1 Traffic Data Collection

Not applicable

## 21.2 Traffic Data Analysis

Not applicable

## 21.3 Signal Warrant Study

Not applicable

## 21.4 Systems Timings

The CONSULTANT shall determine proper coordination timing plans including splits, force offs, offsets, and preparation of Time Space Diagram.

## 21.5 Reference and Master Signalization Design File

The CONSULTANT shall prepare the Signalization Design file to include all necessary design elements and all associated reference files.

# 21.6 Reference and Master Interconnect Communication Design File

Not applicable

## 21.7 Overhead Street Name Sign Design

Not applicable

## 21.8 Pole Elevation Analysis

## 21.9 Traffic Signal Operation Report

Not applicable

## 21.10 Quantities

#### 21.11 Cost Estimate

## 21.12 Technical Special Provisions

## 21.13 Other Signalization Analysis

#### 21.14 Field Reviews

The CONSULTANT shall collect information from the maintaining agencies and conduct a field review. The review should include, but is not limited to, the following:

- o Existing Signal and Pedestrian Phasing
- o Controller Make, Model, Capabilities and Condition/Age
- Condition of Signal Structure(s)
- o Type of Detection as Compared With Current District Standards
- o Interconnect Media
- o Controller Timing Data

## **21.15** Technical Meetings

## 21.16 Quality Assurance/Quality Control

## 21.17 Independent Peer Review

## 21.18 Supervision

#### 21.19 Coordination

#### 22 SIGNALIZATION PLANS

The CONSULTANT shall prepare a set of Signalization Plans in accordance with the Plans Preparation Manual, which includes the following.

- 22.1 Key Sheet
- 22.2 Summary of Pay Items
- **22.3** Tabulation of Quantities
- 22.4 General Notes/Pay Item Notes
- 22.5 Plan Sheet
- 22.6 Interconnect Plans

Not applicable

## 22.7 Traffic Monitoring Site

Not applicable

## 22.8 Guide Sign Worksheet

Not applicable

## **22.9** Special Details

## **22.10** Special Service Point Details

Not applicable

## 22.11 Mast Arm/Monotube Tabulation Sheet

Not applicable

#### 22.12 Strain Pole Schedule

Not applicable

## **22.13** TCP Signal (Temporary)

Not applicable

## **22.14** Temporary Detection Sheet

Not applicable

## 22.15 Utility Conflict Sheet

Not applicable

#### 22.16 Interim Standards

## 22.17 Quality Assurance/Quality Control

#### 22.18 Supervision

#### 23 LIGHTING ANALYSIS

Not applicable

#### 24 LIGHTING PLANS

Not applicable

#### 25 LANDSCAPE ARCHITECTURE ANALYSIS

Not applicable

#### 26 LANDSCAPE ARCHITECTURE PLANS

Not applicable

#### 27 SURVEY

The CONSULTANT shall perform survey tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda.

The CONSULTANT shall submit all survey notes and computations to document the surveys. All field survey work shall be recorded in approved media and submitted to the VTPO. Field books submitted to the VTPO must be of an approved type. The field books shall be certified by the surveyor in responsible charge of work being performed before the final product is submitted.

The survey notes shall include documentation of decisions reached from meetings, telephone conversations or site visits. All like work (such as bench lines, reference points, etc.) shall be recorded contiguously. The VTPO may not accept field survey radial locations of section corners, platted subdivision lot and block corners, alignment control points, alignment control reference points and certified section corner references. The VTPO may instead require that these points be surveyed by true line, traverse or parallel offset.

#### 27.1 Horizontal Project Control (HPC)

Not applicable

## 27.2 Vertical Project Control (VCP)

Establish or recover VCP, for the purpose of establishing vertical control on datum; may include primary or secondary vertical control points. Includes analysis and processing of all field collected data, and preparation of forms.

## 27.3 Alignment and/or Existing Right of Way Lines

Establish, recover or re-establish project alignment. Also includes analysis and processing of all field collected data, existing maps, and/or reports for identifying mainline, or secondary alignments. Depict alignment and/or existing R/W lines (in required format) per FDOT R/W Maps, platted or dedicated rights of way.

## 27.4 Aerial Targets

Not applicable

#### 27.5 Reference Points

Reference HPNC points, project alignment, vertical control points, section, <sup>1</sup>/<sub>4</sub> section, center of section corners and G.L.O. corners as required.

## 27.6 Topography/DTM (3D)

Locate all above ground features and improvements for the limits of the project by collecting the required data. Shoot all break lines, high and low points. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

## 27.7 Planimetric (2D)

Locate all above ground features and improvements. Deliver in appropriate electronic format. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

## 27.8 Roadway Cross Sections/Profiles

Perform cross sections or profiles. May include analysis and processing of all field-collected data.

## 27.9 Side Street Surveys

Refer to tasks of this document as applicable.

## **27.10 Underground Utilities**

Designation includes 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes non-destructive excavation to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files.

## 27.11 Outfall Survey

Not presently anticipated

## 27.12 Drainage Survey

Not presently anticipated

# 27.13 Bridge Survey (Minor/Major)

Not applicable

# 27.14 Channel Survey

Not applicable

# **27.15** Pond Site Survey

Not presently anticipated

# **27.16** Mitigation Survey

Not presently anticipated

#### **27.17 Jurisdiction Line Survey**

Not presently anticipated

#### **27.18 Geotechnical Support**

If necessary, perform 3-dimensional (X,Y,Z) field location, or stakeout, of boring sites established by geotechnical engineer. Includes field edits, analysis and processing of all field collected data and/or reports.

# 27.19 Sectional/Grant Survey

Perform field location/placement of section corners, 1/4 section corners, and fractional corners where pertinent. Includes analysis and processing of all field-collected data and/or reports.

#### 27.20 Subdivision Location

Not presently anticipated

## 27.21 Maintained R/W

Not presently anticipated

## 27.22 Boundary Survey

Not presently anticipated

#### 27.23 Water Boundary Survey

Not presently anticipated

## 27.24 Right of Way Staking / Right of Way Line

Perform field staking and calculations of existing/proposed R/W lines for on-site review purposes.

## 27.25 Right of Way Monumentation

Set R/W monumentation as depicted on final R/W maps for corridor and water retention areas.

## 27.26 Line Cutting

Not presently anticipated

# 27.27 Work Zone Safety

Provide work zone as required by VTPO standards.

# 27.28 Miscellaneous Surveys

Not applicable

# 27.29 Supplemental Surveys

Not applicable

#### 27.30 Document Research

Perform research of documentation to support field and office efforts involving surveying and mapping.

#### 27.31 Field Review

Perform verification of the field conditions as related to the collected survey data.

## **27.32 Technical Meetings**

Attend meetings as required and negotiated by the VTPO.

## 27.33 Quality Control/Quality Assurance

Establish and implement a QA/QC plan. Also includes subconsultant review, response to comments and any resolution meetings if required, preparation of submittals for review, etc.

## 27.34 Supervision

Perform all activities required to supervise and coordinate project. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate as approved by the District Surveying Office.

#### 27.35 Coordination

Coordinate survey activities with other disciplines. Unit is based on 3 percent of office support hours from tasks 1 through 28, where applicable.) These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate.

#### 28 PHOTOGRAMMETRY

Not applicable

#### 29 MAPPING

The CONSULTANT will be responsible for the preparation of control survey maps, right of way maps, maintenance maps, sketches, other miscellaneous survey maps, and legal descriptions as required for this project in accordance with all applicable manuals, procedures, handbooks, and Florida Statutes. All maps, surveys and legal descriptions will be prepared under the direction of a Florida Professional Surveyor and Mapper (PSM), and will be designed to provide a high degree of uniformity and maximum readability. The CONSULTANT will submit maps, legal descriptions, quality assurance check prints, checklists, electronic media files and any other documents as required for this project to the VTPO for review at stages of completion as negotiated.

#### **Master CADD File**

- 29.1 Alignment
- 29.2 Section and 1/4 Section Lines
- 29.3 Subdivisions / Property Lines
- 29.4 Existing Right of Way
- 29.5 Topography
- 29.6 Parent Tract Properties and Existing Easements
- 29.7 Proposed Right of Way Requirements

Not presently anticipated

29.8 Limits of Construction

Not applicable

29.9 Jurisdictional/Agency Lines

Not presently anticipated

#### Sheet Files

- 29.10 Control Survey Cover Sheet
- 29.11 Control Survey Key Sheet

29.12	<b>Control</b>	Survey	<b>Detail</b>	Sheet

## 29.13 Right of Way Map Cover Sheet

# 29.14 Right of Way Map Key Sheet

## 29.15 Right of Way Map Detail Sheet

## 29.16 Maintenance Map Cover Sheet

Not applicable

## 29.17 Maintenance Map Key Sheet

Not applicable

#### 29.18 Maintenance Map Detail Sheet

Not applicable

#### 29.19 Reference Point Sheet

This sheet(s) will be included with the Control Survey Map and Right of Way Map.

## 29.20 Project Network Control Sheet

This sheet depicts the baseline, the benchmarks, the primary and secondary control points and their reference points including the type of material used for each point, their XYZ coordinates, scale factors and convergence angles. This sheet(s) may be included with the Control Survey Map and Right of Way Map.

## 29.21 Table of Ownerships Sheet

Not applicable

## Miscellaneous Surveys and Sketches

#### 29.22 Parcel Sketches

Not presently anticipated

#### 29.23 TIITF Sketches

Not presently anticipated

#### 29.24 Other Specific Purpose Survey(s)

Not presently anticipated

## 29.25 Boundary Survey(s) Map

Not presently anticipated

## 29.26 Right of Way Monumentation Map

#### 29.27 Title Search Map

Not presently anticipated

# 29.28 Title Search Report

Not presently anticipated

# 29.29 Legal Descriptions

## 29.30 Final Map/Plans Comparison

The PSM will perform a comparison of the final right of way maps with the available construction plans to review the correctness of the type of parcel to be acquired and the stations/offsets to the required right of way. The PSM will coordinate with the EOR to resolve any conflicts or discrepancies and provide documentation of the review.

- 29.31 Field Reviews
- 29.32 Technical Meetings
- 29.33 Quality Assurance/Quality Control
- 29.34 Supervision
- 29.35 Coordination

## 29.36 Supplemental Mapping

This task is to cover efforts resulting from major design and/or development changes after 60% map development that affect the right of way requirements/parent tract property lines and may include any number of tasks. Request and approval to utilize the Supplemental Mapping hours will be in writing and approved by the District Right of Way Surveyor prior to any work being done under this task.

#### 30 GEOTECHNICAL

The CONSULTANT shall, for each project, be responsible for a complete geotechnical investigation. All work performed by the CONSULTANT shall be in accordance with VTPO standards, or as otherwise directed by the District Geotechnical Engineer. The District Geotechnical Engineer will make interpretations and changes regarding geotechnical standards, policies and procedures and provide guidance to the CONSULTANT.

Before beginning each phase of investigation and after the Notice to Proceed is given, the CONSULTANT shall submit investigation plan for approval and meet with the VTPO's Geotechnical Engineer or representative to review the project scope and VTPO requirements. The

investigation plan shall include, but not be limited to, the proposed boring locations and depths, and all existing geotechnical information from available sources to generally describe the surface and subsurface conditions of the project site. Additional meetings may be required to plan any additional field efforts, review plans, resolve plans/report comments, resolve responses to comments, and/or any other meetings necessary to facilitate the project.

The CONSULTANT shall notify the VTPO in adequate time to schedule a representative to attend all related meetings and field activities.

#### **30.1** Document Collection and Review

CONSULTANT will review printed literature including topographic maps, county agricultural maps, aerial photography (including historic photos), ground water resources, geology bulletins, potentiometric maps, pile driving records, historic construction records and other geotechnical related resources. Prior to field reconnaissance, CONSULTANT shall review U.S.G.S., S.C.S. and potentiometric maps, and identify areas with problematic soil and groundwater conditions.

#### Roadway

The CONSULTANT shall be responsible for coordination of all geotechnical related fieldwork activities. The CONSULTANT shall retain all samples until acceptance of Phase IV plans. Rock cores shall be retained as directed in writing by the District Geotechnical Engineer.

Obtain pavement cores as directed in writing by the District Geotechnical Engineer.

If required by the District Geotechnical Engineer, a preliminary roadway exploration shall be performed before the Phase I plans submittal. The preliminary roadway exploration will be performed and results provided to the Engineer of Record to assist in setting roadway grades and locating potential problem areas. The preliminary roadway exploration shall be performed as directed in writing by the District Geotechnical Engineer.

CONSULTANT shall perform specialized field-testing as required by project needs and as directed in writing by the District Geotechnical Engineer.

All laboratory testing and classification will be performed in accordance with applicable VTPO standards, ASTM Standards or AASHTO Standards, unless otherwise specified in the Contract Documents.

## 30.2 Develop Detailed Boring Location Plan

Develop a detailed boring location plan. Meet with VTPO Geotechnical Project Manager for boring plan approval. If the drilling program expects to encounter artesian conditions, the CONSULTANT shall submit a methodology(s) for plugging the borehole to the VTPO for approval prior to commencing with the boring program.

# 30.3 Stake Borings/Utility Clearance

Stake borings and obtain utility clearance.

## 30.4 Coordinate and Develop MOT Plans for Field Investigation

Coordinate and develop Maintenance of Traffic (MOT) plan. All work zone traffic control will be performed in accordance with the VTPO's Roadway and Traffic Design Standards Index 600 series.

#### 30.5 Drilling Access Permits

Obtain all State, County, City, and Water Management District permits for performing geotechnical borings, as needed.

## **30.6** Property Clearances

Notify property tenants in person of drilling and field activities, if applicable. Written notification to property owners/tenants is the responsibility of the VTPO's Project Manager.

#### **30.7** Groundwater Monitoring

Monitor groundwater, using piezometers.

## 30.8 LBR / Resilient Modulus Sampling

Collect appropriate samples for Limerock Bearing Ratio (LBR) testing. Deliver Resilient Modulus samples to the District Materials Office or the State Materials Office in Gainesville, as directed by the VTPO.

#### 30.9 Coordination of Field Work

Coordinate all field work required to provide geotechnical data for the project.

#### 30.10 Soil and Rock Classification - Roadway

Refine soil profiles recorded in the field, based on results of laboratory testing.

#### 30.11 Design LBR

Determine design LBR values from the 90% and mean methods.

#### 30.12 Laboratory Data

Tabulate laboratory test results for inclusion in the geotechnical report, the report of tests sheet (Roadway Soil Survey Sheet), and for any necessary calculations and analyses.

#### 30.13 Seasonal High Water Table

Review the encountered ground water levels and estimate seasonal high ground water levels. Estimate seasonal low ground water levels, if requested.

#### **30.14 Parameters for Water Retention Areas**

Calculate parameters for water retention areas, exfiltration trenches, and/or swales.

#### 30.15 Delineate Limits of Unsuitable Material

Delineate limits of unsuitable material(s) in both horizontal and vertical directions. Assist the Engineer of Record with detailing these limits on the cross-sections. If requested, prepare a plan view of the limits of unsuitable material.

## 30.16 Electronic Files for Cross-Sections

Create electronic files of boring data for cross-sections.

#### 30.17 Embankment Settlement and Stability

Estimate the total magnitude and time rate of embankment settlements. Calculate the factor of safety against slope stability failure.

## 30.18 Stormwater Volume Recovery and/or Background Seepage Analysis

Perform stormwater volume recovery analysis as directed by the VTPO.

#### 30.19 Geotechnical Recommendations

Provide geotechnical recommendations regarding the proposed roadway construction project including the following: description of the site/alignment, design recommendations and discussion of any special considerations (i.e. removal of unsuitable material, consolidation of weak soils, estimated settlement time/amount, groundwater control, high groundwater conditions relative to pavement base, etc.) Evaluate and recommend types of geosynthetics and properties for various applications, as required.

# 30.20 Pavement Condition Survey and Pavement Evaluation Report

If a pavement evaluation is performed, submit the report in accordance with Section 3.2 of the Materials Manual: Flexible Pavement Coring and Evaluation. Enter all core information into the Pavement Coring and Reporting (PCR) system.

#### 30.21 Preliminary Roadway Report

If a preliminary roadway investigation is performed, submit a preliminary roadway report before the Phase I plans submittal. The purpose of the preliminary roadway report will be to assist in setting road grades and locating potential problems.

- o Copies of U.S.G.S. and S.C.S. maps with project limits shown.
- A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Indices 500 and 505.
- o Results of all tasks discussed in the previous section (Data Interpretation and Analysis).
- An appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.
- The CONSULTANT will respond in writing to any changes and/or comments from the VTPO and submit any responses and revised reports.

## 30.22 Final Report

The Final Roadway Report shall include the following:

- o Copies of U.S.G.S. and S.C.S. maps with project limits shown.
- A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Indices 500 and 505.
- o Results of all tasks discussed in the previous section (Data Interpretation and Analysis).
- An appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.
- The CONSULTANT will respond in writing to any changes and/or comments from the VTPO and submit any responses and revised reports.

#### 30.23 Auger Boring Drafting

Draft auger borings as directed by the VTPO.

## **30.24** SPT Boring Drafting

Draft SPT borings as directed by the VTPO.

#### **Structures**

The CONSULTANT shall be responsible for coordination of all geotechnical related fieldwork activities. The CONSULTANT shall retain all samples until acceptance of Phase IV plans. Rock cores shall be retained as directed in writing by the District Geotechnical Engineer.

CONSULTANT shall perform specialized field-testing as required by needs of project and as directed in writing by the District Geotechnical Engineer.

All laboratory testing and classification will be performed in accordance with applicable VTPO standards, ASTM Standards or AASHTO Standards, unless otherwise specified in the Contract Documents.

The staff hour tasks for high embankment fills and structural foundations for bridges, box culverts, walls, high-mast lighting, overhead signs, mast arm signals, strain poles, buildings, and other structures include the following:

#### 30.25 Develop Detailed Boring Location Plan

Develop a detailed boring location plan. Meet with VTPO Geotechnical Project Manager for boring plan approval. If the drilling program expects to encounter artesian conditions, the CONSULTANT shall submit a methodology(s) for plugging the borehole to the VTPO for approval prior to commencing with the boring program.

#### 30.26 Stake Borings/Utility Clearance

Stake borings and obtain utility clearance.

## 30.27 Coordinate and Develop MOT Plans for Field Investigation

Coordinate and develop MOT plan. All work zone traffic control will be performed in accordance with the VTPO's Roadway and Traffic Design Standards Index 600 series.

#### **30.28 Drilling Access Permits**

Obtain all State, County, City, and Water Management District permits for performing geotechnical borings, as needed.

# **30.29 Property Clearances**

Notify property tenants in person of drilling and field activities, if applicable. Written notification to property owners/tenants is the responsibility of the VTPO's Project Manager.

## 30.30 Collection of Corrosion Samples

Collect corrosion samples for determination of environmental classifications.

#### 30.31 Coordination of Field Work

Coordinate all field work required to provide geotechnical data for the project.

#### 30.32 Soil and Rock Classification - Structures

Soil profiles recorded in the field should be refined based on the results of laboratory testing.

#### 30.33 Tabulation of Laboratory Data

Laboratory test results should be tabulated for inclusion in the geotechnical report and for the necessary calculations and analyses.

## 30.34 Estimate Design Groundwater Level for Structures

Review encountered groundwater levels, estimate seasonal high groundwater levels, and evaluate groundwater levels for structure design.

#### 30.35 Selection of Foundation Alternatives (BDR)

Evaluation and selection of foundation alternative, including the following:

- Spread footings
- o Prestressed concrete piling various sizes
- o Steel H- piles
- o Steel pipe piles
- Drilled shafts

Foundation analyses shall be performed using approved VTPO methods. Assist in selection of the most economical, feasible foundation alternative.

#### **30.36** Detailed Analysis of Selected Foundation Alternate(s)

Detailed analysis and basis for the selected foundation alternative. Foundation analyses shall be performed using approved VTPO methods and shall include:

- o For pile and drilled shaft foundations, provide graphs of ultimate axial soil resistance versus tip elevations. Calculate scour resistance and/or downdrag (negative skin friction), if applicable.
- O CONSULTANT shall assist the Engineer of Record in preparing the Pile Data Table (including test pile lengths, scour resistance, downdrag, minimum tip elevation, etc.)
- Provide the design soil profile(s), which include the soil model/type of each layer and all soil-engineering properties required for the Engineer of Record to run the FBPier computer program. Review lateral analysis of selected foundation for geotechnical compatibility.
- Shallow foundation bearing capacity (including soil bearing capacity, minimum footing width, and minimum embedment depth).
- o Estimated maximum driving resistance anticipated for pile foundations.
- o Provide settlement analysis.

## **30.37** Bridge Construction and Testing Recommendations

Provide construction and testing recommendations including potential constructability problems.

#### 30.38 Lateral Load Analysis (Optional)

Perform lateral load analyses as directed by the VTPO.

#### 30.39 Walls

Provide the design soil profile(s), which include the soil model/type of each layer and all soil engineering properties required by the Engineer of Record for conventional wall analyses and recommendations. Review wall design for geotechnical compatibility and constructability.

Evaluate the external stability of conventional retaining walls and retained earth wall systems. For retained earth wall systems, calculate and provide minimum soil reinforcement lengths versus wall heights, and soil parameters assumed in analysis. Estimate differential and total (long term and short term) settlements.

Provide wall construction recommendations.

#### 30.40 Sheet Pile Wall Analysis (Optional)

Analyze sheet pile walls as directed by the VTPO.

## 30.41 Design Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and

#### **Geotechnical Recommendations**

Provide the design soil profile(s) that include the soil model/type of each layer and all soil properties required by the Engineer of Record for foundation design. Review design for geotechnical compatibility and constructability.

# 30.42 Box Culvert Analysis

- o Provide the design soil profile(s) that include the soil model/type of each layer and all soil properties required by the Engineer of Record for foundation design. Review design for geotechnical compatibility and constructability.
- o Provide lateral earth pressure coefficients.
- o Provide box culvert construction and design recommendations.
- o Estimate differential and total (long term and short term) settlements.
- o Evaluate wingwall stability.

# 30.43 Preliminary Report - BDR

The preliminary structures report shall contain the following discussions as appropriate for the assigned project:

- o Copies of U.S.G.S. and S.C.S. maps with project limits shown.
- o Summary of structure background data, SCS, USGS, geologic and potentiometric data.
- The results of all tasks discussed in the previous section (Data Interpretation and Analysis).
- o Recommendations for foundation installation, or other site preparation soils-related construction considerations with plan sheets as necessary.
- Any special provisions required for construction that are not addressed in the VTPO's Standard specification.
- O An Appendix which includes SPT and CPT boring/sounding profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, a complete FHWA check list, pile driving records (if available), and any other pertinent information.

# 30.44 Final Report - Bridge and Associated Walls

The final structures report shall include the following:

- o Copies of U.S.G.S. and S.C.S. maps with project limits shown.
- o Summary of structure background data, SCS, USGS, geologic and potentiometric data.
- O The results of all tasks discussed in the previous section (Data Interpretation and Analysis).
- o Recommendations for foundation installation, or other site preparation soils-related construction considerations with plan sheets as necessary.
- Any special provisions required for construction that are not addressed in the VTPO's Standard specification.
- o An Appendix which includes SPT and CPT boring/sounding profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing

ultimate bearing capacity curves versus elevation for piles and drilled shafts, a complete FHWA check list, pile driving records (if available), and any other pertinent information.

# 30.45 Final Reports - Signs, Signals, Box Culvert, Walls, and High Mast Lights

The final reports shall include the following:

- o Copies of U.S.G.S. and S.C.S. maps with project limits shown.
- o Summary of structure background data, SCS, USGS, geologic and potentiometric data.
- The results of all tasks discussed in the previous section (Data Interpretation and Analysis).
- o Recommendations for foundation installation, or other site preparation soils-related construction considerations with plan sheets as necessary.
- Any special provisions required for construction that are not addressed in the VTPO's Standard specification.
- An Appendix which includes SPT and CPT boring/sounding profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, a complete FHWA check list, pile driving records (if available), and any other pertinent information.

0

Final reports will incorporate comments from the VTPO and contain any additional field or laboratory test results, recommended foundation alternatives along with design parameters and special provisions for the contract plans. These reports will be submitted to the District Geotechnical Engineer for review prior to project completion. After review by the District Geotechnical Engineer, the reports will be submitted to the District Geotechnical Engineer in final form and will include the following:

- o All original plan sheets (11" x 17")
- One set of all plan and specification documents, in electronic format, according to VTPO requirements
- o Two sets of record prints
- o Six sets of any special provisions
- o All reference and support documentation used in preparation of contract plans package

Additional final reports (up to four), aside from stated above, may be needed and requested for the VTPO's Project Manager and other disciplines.

The final reports, special provisions, as well as record prints, will be signed and sealed by a Professional Engineer registered in the State of Florida.

Draft the detailed boring/sounding standard sheet, including environmental classification, results of laboratory testing, and specialized construction requirements, for inclusion in final plans.

## 30.46 SPT Boring Drafting

Prepare a complete set of drawings to include all SPT borings, auger borings and other pertinent soils information in the plans. Include these drawings in the Final Geotechnical Report. Draft borings, location map, S.C.S. map and U.S.D.A. map as directed by the VTPO.

Soil symbols must be consistent with those presented in the latest Florida VTPO of Transportation Soils and Foundations Handbook.

### **30.47** Other Geotechnical

Define

## **30.48 Technical Special Provisions**

#### 30.49 Field Reviews

Identify and note surface soil and rock conditions, surface water conditions and locations, and preliminary utility conflicts. Observe and note nearby structures and foundation types.

- 30.50 Technical Meetings
- 30.51 Quality Assurance/Quality Control
- 30.52 Supervision
- 30.53 Coordination

### **30.54 Optional Preliminary Contamination Assessment**

When required, all work shall be performed in accordance with current Florida VTPO of Environmental Regulation (DER) and Federal OSHA and EPA standards. The following work shall be included, but not limited to:

- o A minimum of four borings will be required per site.
- O Soil gas analysis will be required by use of a flame ionization detector; e.g. Organic Vapor Analyzer (OVA).
- o Installation of monitoring wells may be required.
- Water sampling and laboratory analysis may be required. The State of Florida VTPO of Health shall certify the laboratory performing the analysis.
- Four copies of the draft PCA report will be required for review and comment by the VTPO. After comments have been addressed, six signed and sealed copies of the final PCA report shall be submitted to the VTPO. Copies of all documents will be additionally transmitted to the VTPO in electronic format in accordance with the VTPO's current standards.

## 31 ARCHITECTURE DEVELOPMENT

Not applicable

### 32 NOISE BARRIERS IMPACT DESIGN ASSESSMENT IN THE DESIGN PHASE

Not applicable

### 33 INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS

Not applicable

### 34 INTELLIGENT TRANSPORTATION SYSTEM PLANS

Not applicable

# 35 PROJECT REQUIREMENTS

#### 35.1 Liaison Office

The VTPO and the CONSULTANT will designate a Liaison Office and a Project Manager who shall be the representative of their respective organizations for the Project. While it is expected the CONSULTANT shall seek and receive advice from various state, regional, and local agencies, the final direction on all matters of this project remain with the VTPO Project Manager.

# 35.2 Key Personnel

The CONSULTANT's work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by VTPO.

# 35.3 Progress Reporting

The CONSULTANT shall meet with the VTPO as required and shall provide a written progress and schedule status reports that describe the work performed on each task. Progress and schedule status reports shall be delivered to the VTPO concurrently with the monthly invoice. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

# 35.4 Correspondence

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this contract shall be provided to the VTPO for their records within one (1) week of the receipt or mailing of said correspondence.

## 35.5 Professional Endorsement

The CONSULTANT shall have a Registered Professional Engineer in the State of Florida sign and seal all reports, documents, and plans as required by VTPO standards.

# 35.6 Computer Automation

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The CONSULTANT will submit final documents and files in CADD format.

### 35.7 Coordination with Other Consultants

The CONSULTANT is to coordinate his work with any and all adjacent and integral consultants so as to effect complete and homogenous plans and specifications for the project(s) described herein.

# 35.8 Optional Services

At the VTPO's option, the CONSULTANT may be requested to provide optional services. The fee for these services shall be negotiated in accordance with the terms detailed in Exhibit B, Method of Compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s). Additional services may be authorized by Letter of Authorization or supplemental amendment in accordance with paragraph 2.00 of the Standard Consultant Agreement. The additional services may include Construction Assistance, Review of Shop Drawings, Final "As-Built" conditions, or other Services as required.

### **36 INVOICING LIMITS**

Payment for the work accomplished will be in accordance with Method of Compensation of this contract. Invoices shall be submitted to the VTPO, in a format prescribed by the VTPO. The VTPO Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to insure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the VTPO.

The CONSULTANT will provide a list of key events and the associated total percentage of work considered to be complete at each event. This list will be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to the VTPO.

# Exhibit B

# DRAFT CONSULTANT SERVICES AGREEMENT FINAL DESIGN OF SIDEWALK ALONG WASHINGTON AVENUE FROM SR 15 (US 17) TO N. PINE STREET

# RFP No. 2011-11-07 TOWN OF PIERSON, FLORIDA

THIS AGREEM	ENT is made and entered into this	day of	, 2011, by
and between	, duly authorized to conduct	business in the State	of Florida, whose
address is		_, hereinafter, called	"CONSULTANT"
and the Volusia Transport	cation Planning Organization, a political s	subdivision of the State	e of Florida, whose
address is 2570 W. Intern	national Speedway Boulevard, Suite 100,	, Daytona Beach, FL	32114, hereinafter
called "VTPO".			

#### WITNESSETH:

**WHEREAS,** VTPO desires to retain the services of a competent and qualified CONSULTANT to provide final design and right-of-way (ROW) mapping services for the construction of sidewalk on the north side of Washington Avenue from SR 15 (US 17) to N. Pine Street; and

WHEREAS, VTPO has required and received responses to a Request for Proposal (RFP) for the retention of services of consultants; and

WHEREAS, CONSULTANT is competent and qualified to furnish to VTPO final design and ROW mapping services for the construction of sidewalk along Washington Avenue from SR 15 (US 17) to N. Pine Street, and who desires to provide professional services according to the terms and conditions stated herein,

**NOW, THEREFORE,** in consideration of the mutual understandings and covenants set forth herein, VTPO and CONSULTANT agree as follows:

**SECTION 1. SERVICES.** VTPO does hereby retain CONSULTANT to furnish professional engineering/design and survey services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. Required services shall specifically be enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. This Agreement standing alone does not authorize the performance of any work or require VTPO to place any orders for work.

**SECTION 2. TERM.** This Agreement shall take effect on the date of its execution by VTPO and shall run for a period of two (2) years and, at the option of the parties, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by VTPO and signed by CONSULTANT. A sample Work Order is attached hereto as Exhibit B. Each Work Order shall describe the services required, state the dates for commencement and completion f work, and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. VTPO makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for VTPO during the life of this Agreement. VTPO reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by VTPO to be in the best interest of VTPO to do so.

**SECTION 4. TIME FOR COMPLETION.** The services to be rendered by CONSULTANT shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein. In the event VTPO determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

**SECTION 5. COMPENSATION.** VTPO agrees to compensate CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". If a Work Order is issued under a Time Basis Method, then CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit C and the Truth in Negotiations Certificate attached as Exhibit D. If a Work Order is issued for a Fixed Fee Basis, then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses.

**SECTION 6. REIMBURSABLE EXPENSES.** If a Work Order is issued on a Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "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:

- (a) Expenses of transportation, when traveling in connection with the Project based on Section 112.061 (7) and (8), Florida Statutes, or it successor; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.
- (b) Expenses of reproductions, postage, and handling of drawings and specifications.
- (c) If authorized in writing in advance by VTPO, the cost of other expenditures made by CONSULTANT in the interest of the Project.

### SECTION 7. PAYMENTS AND BILLING.

- (a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order may be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Work Order, but in no event shall CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein.
- (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 shall 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 VTPO. Said approval, if given by VTPO shall indicate a new Limitation of Funds amount. CONSULTANT shall advise VTPO 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 shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. VTPO shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders 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 shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. VTPO shall pay CONSULANT ninety percent (90%) of the approved amount on Work Orders issued on a Time Basis Method with a Not-to-Exceed amount.

(f) Each Work Order issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount

shall be treated separately for retainage purposes. If VTPO determines that work is substantially complete and

the amount retained is considered to be in excess, VTPO may, at its sole and absolute discretion, release the

retainage or any portion thereof.

(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. VTPO 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) Payments shall be made by VTPO to CONSULTANT when requested as work progress for

services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. At the

close of each calendar month, CONSULTANT shall render to VTPO a properly dated itemized invoice

describing any services rendered, the cost of the services, the name and address of CONSULTANT, Work

Order Number, Contract Number, and all other information required by this Agreement.

The original invoice shall be sent to:

Volusia Transportation Planning Organization

2570 W. International Speedway Boulevard

Suite 100

Daytona Beach, FL 32114

(i) Payment shall be made after review and approval by VTPO within thirty (30) days of receipt of a

proper invoice from CONSULTANT.

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and upon acceptance of the work by

VTPO, CONSULTANT may invoice VTPO for the full amount f compensation provided for under the terms

of this Agreement including any retainage and less any amount already paid by VTPO. VTPO shall pay

CONSULTANT within thirty (30) days of receipt of proper invoice.

- (b) VTPO may perform or have performed an audit of the records of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT and VTPO subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for subsections (b) and (c) of this Section, and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall 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 shall have access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcripts.
- (d) CONSULTANT agrees to 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 and to make such materials available at CONSULTANT's office at all reasonable time during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsections (b) and (c) of this Section.
- (e) In the event any audit or inspections conducted after final payment, but within period provided in paragraph (d) of this Section, reveals any overpayment by VTPO under the terms of this Agreement, CONSULTANT shall refund such overpayment to VTPO within thirty (30) days of notice by VTPO.

#### SECTION 9. RESPONSIBLITIES OF CONSULTANT.

(a) CONSULTANT shall be 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 limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by CONSULTANT under this Agreement.

CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither VTPO's or FDOT's review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause for action arising out of the performance of this Agreement; and CONSULTANT shall be and always remain liable to VTPO in accordance with applicable law for any and all damages to VTPO caused by CONSULTANT's negligence or wrongful performance of any of the services furnished under this Agreement.

SECTION 10. OWENERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans, and reports or 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 shall become the property of VTPO after final payment is made to CONSULTANT.

### SECTION 11. TERMINATION.

- (a) VTPO may, by written notice to CONSULTANT, terminate this Agreement or any Work

  Order issued hereunder, in whole or in part, at any time, either for VTPO's convenience or because of the

  failure of CONUSLTANT to fulfill its Agreement obligations. Upon receipt of such notice, CONSULTANT shall:
  - (1) immediately discontinue all services affected unless the notice directs otherwise; and
- (2) deliver to VTPO 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 the VTPO, CONSULTANT shall 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 shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of completion of work, as determined solely and conclusively by VTPO, contemplated by this Agreement.
- (c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, VTPO may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to VTPO for all reasonable additional costs occasioned to VTPO thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that CONSULTANT shall be responsible and liable for the actions of it subcontractors, agent, employees, and persons and entities of a similar type or nature. Such causes may include acts of god or of the public enemy, acts of VTPO in 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 any fault or negligence of CONUSLTANT.
- (d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of VTPO. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section
- (e) The rights and remedies of VTPO 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 shall prevail.

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be 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 person, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, 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 award or making of this Agreement. For the breach or violation of this provision, VTPO shall have the right to terminate the Agreement price, or otherwise 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 agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with VTPO.
- (b) CONSULTANT agrees that it will neither take any action nor engage in any conduct that would cause any VTPO employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.
- (c) In the event that CONSULTANT causes or in any way promotes or encourages a VTPO officer, employee or agent to violate Chapter 112, Florida Statutes, VTPO shall have the right to terminate this Agreement.

**SECTION 16. ASSIGNEMENT.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 17. SUBCONTRACTORS. In the event that CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, CONSULTANT must first secure the prior express written approval of VTPO. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, Consultant shall remain fully responsible for the services of subcontractors or other professional associates.

**SECTION 18. INDEMNIFICATION OF VTPO.** CONSULTANT agrees to hold harmless, replace, and indemnify VTPO, its Council, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by CONSULTANT, whether caused by CONSULTANT or otherwise.

#### **SECTION 19. INSURANCE.**

- (a) <u>GENERAL</u>. CONSULTANT shall at its own cost procure the insurance required under this Section.
- (1) CONSULTANT shall furnish VTPO with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). VTPO, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that VTPO shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer

required to be maintained by CONSULTANT, CONSULTANT shall provide VTPO with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

- (2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement of Certificate, CONSULTANT may (at the option of VTPO) submit a sworn notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. **The**Certificate shall have this Agreement number clearly marked on its face.
- (3) In addition to providing the Certificate of Insurance, if required by VTPO, CONSULTANT shall, within thirty (30) days after receipt of the request, provide VTPO with a certified copy of each of the policies of insurance providing the coverage required by this Section.
- (4) Neither approval by VTPO nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve CONSULTANT of its full responsibility for performance of any obligation including CONSULTANT's indemnification of VTPO under this Agreement.
- (b) <u>INSURANCE COMPANY REQUIRMENTS</u>. Insurance companies providing he insurance under this Agreement must meet the following requirements:
- (1) Compliance issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.
- (2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.
  - (3) If during the period which an insurance company is providing the insurance coverage

required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority; (ii) no longer comply with Section 440.57, Florida Statutes; or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONSULTANT shall, as soon as CONSULTANT has knowledge of any such circumstance, immediately notify VTPO 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 VTPO, CONSULTANT shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall, at its sole expenses, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONSULTANT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

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

(A) CONSULTANT's insurance shall cover CONSULTANT for liability which 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 will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which 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 is to be included for the United States Longshoreman and Harbor Workers' Compensation Act, Federal Employers' 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 shall be no maximum limit to the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' 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 shall be:

\$ 500,000.00 (Each Accident) \$1,000,000.00 (Disease-Policy Limit) \$ 500,000.00 (Disease-Each Employee)

# (2) Commercial General Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for these sources of liability which 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, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

### LIMITS

General Aggregate Three (3) Times the Each-Occurrence Limit
Personal & Advertising \$1,000,000.00 Injury Limit
Each Occurrence Limit \$1,000,000.00

- (3) <u>Professional Liability Insurance</u>. CONSULTANT shall carry professional liability insurance with limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) with a deductible not to exceed \$50,000.00.
- (d) <u>COVERAGE</u>. The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis, and any other insurance or self-insurance maintained by VTPO or VTPO officials,

officers, or employees shall be in excess of and not contributing to the insurance provided b or on behalf of CONSULTANT.

- (e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.
- (f) <u>OBLIGATION</u>. Compliance with the foregoing insurance requirements shall not relieve CONSULTANT, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement.

#### SECTION 20. ALTERNATIVE DISPUTES RESOLUTION.

- (a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust VTPO protest procedures prior to filing suit or otherwise pursuing legal remedies.
- (b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not present for consideration in VTPO protest procedures set forth in subsection (a) above of which CONSULTANT had knowledge and failed to present during VTPO protest procedures.
- (c) In the event the VTPO protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation.

  Mediator selection and the procedures to be employed in voluntary mediation shall be shared equally among the parties participating in the mediation.

#### SECTION 21. RESPRESENTATIVES OF CITY AND CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. VTPO, upon request by CONSULTANT, shall designate in writing and shall advise

CONSULTANT in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define VTPO's policy and decisions pertinent to the work covered by this Agreement.

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

SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein 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 document.

Accordingly, it is agreed that no deviation from the terms hereof shall 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 herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**SECTION 24. INDEPENDENT CONTRACTOR.** It is agreed that nothing herein contained is intended or should 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) and agent, representative, or employee of the VTPO for any purpose, or in any manner, whatsoever. CONSULTANT is to be and shall remain forever 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 shall have no claim to pension, workers' compensation, unemployment compensation, civil services, or other employee right or privileges granted to VTPO officers and employees either by operation of law or by VTPO.

**SECTION 26. SERVICES NOT PROVIDED FOR.** No claim for services furnished by CONSULTANT not specifically provided for herein shall be honored by VTPO.

SECTION 27. PUBLIC RECORDS LAW. CONSULTANT acknowledges VTPO's obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release Public records to members of the public upon request. CONSULTANT acknowledges that VTPO is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls cover the terms of this Agreement.

SECTION 28. 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 provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle VTPO to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

**SECTION 29. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified Untied States mail, return receipts requested, addressed to the party form whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have 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, to-wit:

For VTPC		For CONSULTANT
SECTION	30. RIGHTS AT LAW RET	<b>AINED.</b> The rights and remedies of VTPO, provided for
under this Agreem	ent, are in addition and suppleme	ental to any other rights and remedies provided by law.
IN WITNI	ESS WHEREOF, the parties he	ereto have made and executed this Agreement on the date
below written for	execution by VTPO.	
Attest:		Consultant Company Name
Secretary		By: Name and Title
		Date:
Attest:		Volusia Transportation Planning Organization
		By: Name and Title
Secretary		Name and Title
		Date:
For use and reliand	ce of Volusia Transportation Plar	nning Organization only.
Attachments:	Exhibit A – Scope of Service Exhibit B – Sample Work C	
	Exhibit C – Rate Schedule Exhibit D – Truth in Negoti	