

EXHIBIT A



SCOPE OF SERVICES

FOR

FINANCIAL PROJECT ID: 430959-1-22-01

DISTRICT TWO

## SCOPE OF SERVICES

### Miscellaneous Design & Environmental Services FLORIDA DEPARTMENT OF TRANSPORTATION – DISTRICT TWO

This Exhibit forms an integral part of the Agreement that provides for services by the **CONSULTANT (TBD)** in connection with the Miscellaneous Design & Environmental Services Contract.

#### I. SCOPE OF SERVICES

##### A. OBJECTIVE

The primary objective of this contract is to provide professional design, environmental, wetland monitoring, noise, permit sketches, etc. services to supplement the Florida Department of Transportation District Two necessary to carry out the Department's programs in District Two. The **CONSULTANT** shall minimize the District Staff's need to apply its own resources to assignments authorized by the **DEPARTMENT**.

##### B. SERVICES

The **CONSULTANT** may be required to provide professional services and assistance throughout all phases (e.g. PD&E, Design, etc.) to District Two Staff in the performance of all but not limited to the tasks as identified in this Scope of Services. The **CONSULTANT** shall complete all work under this contract according to current **DEPARTMENT** policies, guidelines, procedures and rules that may be supplemented by Federal Guidelines and manuals and other documents as appropriate.

The **CONSULTANT** work will be managed by a **DEPARTMENT** Project Manager. The **DEPARTMENT** Project Manager will prepare a Task Work Order to define the work for each task to be done by the **CONSULTANT**, as described in this Scope of Services. For each Task Work Order, the **CONSULTANT** Project Manager and the **DEPARTMENT** Project Manager will discuss the requirements of the task and negotiate the working hours and/or fee. The **CONSULTANT** will assist in preparing the Task Work Order. After negotiations, the **DEPARTMENT** will issue the Task Work Order to include product deliverables, schedules, work force requirements, documentation requirements and total allowable task costs. A Notice to Proceed in the form of a Letter of Authorization for the Task Work Order will be sent to the **CONSULTANT** Project Manager before any work on the Task Work Order begins. **CONSULTANT** staff may be required at times to be physically located in the Lake City District Office or the Jacksonville Urban Office, working directly with **DEPARTMENT** staff on tasks as required in each specific Task Work Order.

## II. TASKS FOR WHICH CONSULTANT SERVICES MAY BE REQUIRED

### A. DESIGN & ENVIRONMENTAL MANAGEMENT ACTIVITIES

The **CONSULTANT** may be required to perform Design & Environmental Management activities needed to ensure proper implementation of all applicable federal, state and departmental environmental development programs and initiatives throughout various project phases. The following are, but are not limited to, examples of types of work elements/activities that may be assigned under the terms of this Scope of Services:

- Air
- Navigation
- Noise
- Wetlands Permitting
  - Local, State, Federal
  - Mitigation Monitoring & Reports
  - Mitigation Planning
  - Mitigation Inventory Updates
- Wetlands
  - Jurisdictional delineation/evaluation
  - Functional Analysis
  - Permitting
  - Report development
  - Agency coordination and correspondence
  - Other
- Wildlife/Habitat
  - State and Federally Listed Threatened/Endangered Species
  - Essential Fish Habitat Assessment
  - Surveys
  - Literature review
  - Report development
  - Permitting (e.g. gopher tortoise, migratory bird nest removal)
  - Species relocation
  - Agency coordination and correspondence
  - Other
- Permit Support
  - Permit Technical Drawings & Engineering Documentation
  - Field Support
- Planning Studies
- Public Involvement
  - Notifications, Handouts, Meeting Support, Room Rentals, etc.
  - Graphics (Displays, Videos, Animations and Renderings)
- Traffic Analysis
- Design
  - Concept/Alternative Development
  - Plans Development
  - Surveying & Mapping
  - Other
- Construction Compliance

## **B. OTHER SUPPORT**

The **CONSULTANT** may be required to assist staff in the development of various maps, graphics and databases for project presentation and documentation using CADD, Geographic Information Systems (GIS) and other graphics/database software and techniques.

## **III. SCHEDULE**

The **CONSULTANT** agrees to begin work after issuance of a notice to proceed by the **DEPARTMENT** and upon receipt of Task Work Orders. The Contract will last for sixty (60) months after the date of notice to proceed and may be extended by the **DEPARTMENT** in writing if necessary.

## **IV. METHOD OF COMPENSATION**

Payment shall be made in accordance with Exhibit B of this contract.

## **V. KEY PERSONNEL**

The **CONSULTANT** work shall be performed and directed by key personnel identified in the proposals by the **CONSULTANT**. Any changes in the indicated personnel shall be subject to review and approval by the **DEPARTMENT**.

## **VI. SUBCONTRACTING SERVICES**

Services assigned to sub-consultants must be approved in advance by the **DEPARTMENT** in accordance with this Agreement. The sub-consultants must be qualified by the **DEPARTMENT** to do all work assigned to them. Additional sub-consultants with specialized areas of expertise may be required by the **DEPARTMENT** or requested by the **CONSULTANT** to complete specific Task Work Order assignments. Either the **DEPARTMENT** or the **CONSULTANT** may request, in writing, the need to hire the sub-consultant. Before the sub-consultant begins any work, the **DEPARTMENT** and **CONSULTANT** Project Managers must agree in writing upon the work assignments to be performed.

## **VII. MEETINGS**

The **CONSULTANT** must be available for unscheduled meetings. The **CONSULTANT** shall be available with a no more than one weekday notice to attend meetings at the request of the **DEPARTMENT**. Such meetings and presentations may be held at any hour between 7:00 am and midnight on any weekday.

## **VIII. RESPONSIBILITIES OF THE DEPARTMENT**

### **A. Project Manager**

The **DEPARTMENT** will provide a Project Manager who shall be responsible for the day-to-day management of this contract, all coordination with the **CONSULTANT** concerning the development and execution of all Task Work Orders, defining the specific work to be done and schedule for completion of such work, agreeing on the **CONSULTANT** staffing and availability (including substitutions from the available staffing list provided), and the processing of **CONSULTANT** invoices for payment. The **DEPARTMENT** will also provide Task Managers, when required, to provide support to the Project Manager for various Task Work Orders.

### **B. Task Work Orders**

The **DEPARTMENT** will provide, before the initiation of any work on any of the tasks defined in this exhibit, a specific Task Work Order defining the work to be accomplished and the total reimbursement due the **CONSULTANT**.

### **C. SERVICES AND DATA**

The **DEPARTMENT** shall furnish, without charge, the following services and data to the **CONSULTANT** for the performance of the requested services:

1. Criteria and information appropriate to **DEPARTMENT** requirements for **CONSULTANT** services including objectives, constraints, budgetary limitations and time restraints.
2. All **DEPARTMENT** policies, procedures, standards and other information applicable to the services.
3. All specifications, schedules, reports and other information prepared by or for the **DEPARTMENT** by others that are available to the **DEPARTMENT** that the **DEPARTMENT** considers pertinent to **CONSULTANT** responsibilities described herein.

4. Available traffic and planning data that may relate to **CONSULTANT** tasks.
5. Mainframe computer access for **CONSULTANT** or sub-consultant staff as required supporting the services to be requested.

## IX. RESPONSIBILITIES OF THE CONSULTANT

**A.** The **CONSULTANT** shall provide an overall Project Manager who will be the primary point of contact for the **CONSULTANT** for the scope, schedule, work force coordination, negotiation of task working hours and completion of all Task Work Orders. The **CONSULTANT** will assist the **DEPARTMENT** Project Manager in preparing Task Work Orders. The Project Manager shall meet with the **DEPARTMENT** Project Manager regularly and shall provide monthly progress reports by Task Work Order. These progress reports shall be the basis for evaluation and processing of invoices for payment.

**B.** The **CONSULTANT** shall provide sufficient staff, either the specific staff person requested or acceptable staff at defined levels of expertise as agreed to by the **DEPARTMENT** Project Manager, in a timely manner to complete all assigned work within the Task Work Order schedule. If, at any time, the **DEPARTMENT** Project Manager determines that the number or expertise of particular staff assigned to a specific task is inadequate, the Project Manager shall coordinate with the **CONSULTANT** Project Manager to remedy the situation to ensure the timely completion of the work.

**D.** The **CONSULTANT** shall maintain staff for District Two as defined in Task Work Orders. In the event the **CONSULTANT** requires intra-firm expertise, the **CONSULTANT** shall request authorization from the **DEPARTMENT** Project Manager, and identify the related cost of such consultation, at the time the authorization is requested.

**E.** The **CONSULTANT** shall perform all analyses, develop recommendations, and document all work within the required time schedule as defined in the Task Work Orders. The **CONSULTANT** shall develop a work schedule detailing how the work will be accomplished in the prescribed period.

**F.** The **CONSULTANT** shall promptly advise the **DEPARTMENT** if any review or analysis defined in a Task Work Order may present a conflict of interest or the appearance of conflict, with any other client of the **CONSULTANT** or affiliated firms.

**G.** The **CONSULTANT** will perform all tasks according to all FDOT Guidelines and Standards, specific DCA Rules, applicable Florida Statutes and other State laws and policies.

## **X. COMPUTER SERVICES**

**A.** The **DEPARTMENT** will not be responsible for providing proprietary software packages to the **CONSULTANT**, nor agree to the use of software that the **DEPARTMENT** operates under licensed agreement.

**B.** Should the **CONSULTANT** want to use any other **DEPARTMENT** programs, permission must be granted according to this agreement.

**C.** Computations based on computer programs other than the **DEPARTMENT** programs, must conform to all **DEPARTMENT** format requirements.

## **XI. SPECIFICATION FOR WORK**

The **CONSULTANT** shall ensure that all products of Task Work Orders are prepared using **DEPARTMENT** approved software and provided to the **DEPARTMENT**. A sequential naming convention should be applied to the files and documentation provided to the **DEPARTMENT**.

As the **DEPARTMENT** upgrades hardware and software, the **CONSULTANT** shall maintain compatibility with the then-currently adopted **DEPARTMENT** standards. The **CONSULTANT** shall have the ability to use software that can update and interact with the ETDM Screening Tool.

## **XII. PROJECT REQUIREMENTS**

### **A. Liaison Office**

The **DEPARTMENT** 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 **DEPARTMENT** Project Manager.

### **B. 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 **DEPARTMENT**.

### **C. Progress Reporting**

The **CONSULTANT** shall meet with the **DEPARTMENT** 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 **DEPARTMENT** 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.

### **D. Correspondence**

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

### **E. 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 **DEPARTMENT** standards.

### **F. Computer Automation**

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The **DEPARTMENT** makes available software to help assure quality and conformance with policy and procedures regarding CADD. It is the responsibility of the **CONSULTANT** to meet the requirements in the **DEPARTMENT's** CADD Manual. The **CONSULTANT** will submit final documents and files as described therein.

### **F. Survey and Mapping**

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 **DEPARTMENT**. Field books submitted to the **DEPARTMENT** 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 **DEPARTMENT** 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 **DEPARTMENT** may instead require that these points be surveyed by true line, traverse or parallel offset.

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 in accordance with all applicable **DEPARTMENT** Manuals, Procedures, Handbooks, District specific requirements, and Florida Statutes. All maps, surveys and legal descriptions will be prepared under the direction of a Florida Professional Surveyor and Mapper (PSM) to **DEPARTMENT** size and format requirements utilizing **DEPARTMENT** approved software, 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 **DEPARTMENT** for review at stages of completion as negotiated.

#### **G. Coordination with Other Consultants**

The **CONSULTANT** is to coordinate its 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.

#### **H. Optional Services**

At the **DEPARTMENT'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 Bridge Load Rating, update (Category II) bridge plans electronically (CADD) for the Final "As-Built" conditions, based on documents provided by the **DEPARTMENT** (CADD Services Only) or other Services as required.

### **XIII. INVOICING LIMITS**

Payment for the work accomplished will be in accordance with Method of

Compensation of this contract. Invoices shall be submitted to the **DEPARTMENT**, in a format prescribed by the **DEPARTMENT**. The **DEPARTMENT** 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 **DEPARTMENT**.

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 **DEPARTMENT**.