EXHIBIT "A"

SCOPE OF SERVICES

FINANCIAL PROJECT IDENTIFICATION (FPID) NO. 437198-1-32-02

CONTINUOUS SERVICE CONTRACT: UTILITY COORDINATION SUPPORT

DISTRICT ONE
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I. Purpose:

The Consultant shall act as an extension of the Florida Department of Transportation (FDOT) staff to provide Design and Construction related Utility Coordination services for various projects assigned by the FDOT. Support under this contract shall include identification of existing/proposed utility facilities, collection of documentation for determination of eligibility of compensable interests, resolution of conflicts between utility facilities and proposed construction, documentation of utility company activities for the project’s special provisions, plans and notes, securing executed legal agreements to clear a project for letting as stipulated by state and federal guidelines, analyze and certify utility work schedules for compatibility to FDOT construction schedule, and monitoring utility company(s) construction activities.

In the execution of its services, the Consultant will coordinate its activities with the Department's District Utility Office (DUO) and Production Management Unit.

II. Services to be Provided

It is the intent of this Scope of Services that the CONSULTANT, employing qualified, competent and experienced personnel, shall perform the services set forth herein providing services equal to the practice prevalent by consultants practicing within the subject area of work.

In addition, the CONSULTANT shall provide, operate and maintain any and all appropriate equipment as necessary to perform the services as set forth herein and commensurate with industry standards. These services shall be so complete that it will not be necessary for the Department to supplement any of its own personnel, except as noted hereinafter. The Department, however, reserves the right to make such reviews from time to time as it may deem necessary or desirable to maintain proper liaison. The items that follow are not intended to be comprehensive or exclusive but set forth in a general outline of the work that is expected.
This section describes various services that may be required of the Consultant. All services will not necessarily be required in a single assignment. The Consultant shall be prepared to perform all services covered by this contract. Services are defined as all items included in Section II of this Scope of Services.

The Consultant shall have the ability to provide the services herein on premises at the DUO on a full-time, part-time, or as-needed basis for the duration of this contract. The CONSULTANT shall have the ability to provide or assist the DUA in training utility staff and utility agency owners (UAO’s) as needed; inclusive of on-site training. When services are referenced to existing specifications and or standards, all work must strictly adhere to those specifications and/or standards unless the District Utility Administrator (DUA) approves alternate methods in advance.

The Consultant shall be responsible for obtaining all manuals, guides, standards and procedures referenced in the following sections. The most recent editions of any publications shall be used.

The Consultant's services shall include, but not be limited to, providing qualified representation to assist the Department's DUO when authorized in the following work areas:

A. Utility Coordination (Design)
The DEPARTMENT desires to obtain services from the consultant for performance of utility coordination (design) work including, but not limited to:

- Identify existing/proposed utility facilities.
- Collect documentation from Utility Agency Owner (UAO) for the determination of eligibility of compensable interests.
- Resolution of conflicts between utility facilities and proposed construction.
- Documentation of UAO activities for the project’s special provisions plans and notes.
- Secure and execute Utility Work Schedules (UWS) and legal agreements to clear a project for letting as stipulated by state and federal guidelines.
- Assist the engineer with conflicts not necessarily identifiable via designating and location methods, such as, but not limited to, deep utilities, high water table and voltages present.
- Collect and review “red/green/brown” mark ups and as-built plans from UAO(s).
• Assist the Engineer of Record with the distribution of a Conflict Matrix and List of Plan Changes to the UAO(s) for each design phase.

• Assist the Engineer of Record in determining areas of apparent potential conflict and, if necessary, confirm whether Subsurface Utility Engineering (SUE) should be utilized to verify whether a conflict exists.

The following process is general for all projects; one or more of the steps may not be necessary depending on the scope of the particular project.

1) Kickoff Meeting

Prior to any contact with the UAO(s), the CONSULTANT shall meet with the (DUO) to receive guidance, as may be required, to assure that all necessary coordination will be accomplished in accordance with DEPARTMENT procedures. The CONSULTANT shall bring a copy of the design project work schedule reflecting utility activities.

2) Identify Existing (UAOs)

Identify all utilities in the corridor; check with Maintenance for Permits, conduct a Sunshine State One Call (811), gather Subsurface Utility Engineering (SUE) Reports, existing Design Location Survey, and existing plans. The CONSULTANT shall identify interconnect communications and other department joint use facilities and fully coordinate the relocation/adjustment of the affected UAO(s).

3) Make Utility Contacts

Preliminary Concept Report (Initial)

Notify each utility owner of the upcoming project. Send appropriate letters, straight line diagrams and scope of work to each utility identified within the design ticket (and other known utility owners within the limits of project). Request utility involvement and contact information for each utility located within the project limits.

First Contact (Phase I)

The CONSULTANT shall prepare and transmit an initial statutory contact package to all utility companies/agencies that may have existing facilities within the project limits. This package shall include two sets of plans (hard copy, disk or electronic files) with the statutory letter. An established time frame should be allowed for the utility companies to respond back with marked plans showing the type, size and location of existing facilities, or written confirmation that they have no facilities in
the project area, copies of “as built” plans, claims for reimbursement, and whether the UAO elects to participate in a Utility Work by Highway Contractor (UWHC) Agreement. When lighting plans have been developed, The CONSULTANT will obtain a written commitment from the appropriate maintaining agency(s) and/or provide a copy of the lighting plans to District Maintenance to inventory the additional facilities.

**Preliminary Utility Meeting/Preliminary Drainage Meeting**

The CONSULTANT shall schedule the meeting, notify participants, and conduct a preliminary utility meeting with all affected UAO(s) for the purpose of presenting the proposed drainage for 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 and utilities within the project limits. The CONSULTANT shall display the project plans onto a screen so that all attendees can view the items being discussed and have a uniform consensus.

**Second Contact (Revised Phase II)**

The CONSULTANT shall transmit the second statutory contact letter with the necessary agreements, and documents to each utility company/agency as required. Two complete sets of plans (hard copy, disk or electronic files) and a conflict matrix (if necessary) shall be furnished to each involved utility company/agency. One plan set will be color coded by the utility company showing proposed relocation and returned to the CONSULTANT with the utility work schedules and agreements as appropriate to be transmitted to the DUA or designee.

**Utility Design Meeting**

The CONSULTANT shall schedule the meeting, notify participants, and conduct a utility design meeting with all affected UAO(s). The CONSULTANT shall be prepared to discuss drainage, traffic signalization, and maintenance of traffic (construction phasing), review the current design schedule and letting date, evaluate any utility information collected. 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 and provide a conflict matrix. 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 and utilities within the project limits. The CONSULTANT shall display the project plans onto a screen so that all attendees can view the items being discussed and have a uniform consensus.

Third Contact (Revised Phase III)

The CONSULTANT shall transmit the third statutory contact letter to each utility company/agency as required. Two complete sets of plans (hard copy, disk or electronic files), a Conflict Matrix and List of Plan Changes shall be furnished to each involved utility company/agency. Revised plans will be marked by the utility company and returned to the CONSULTANT with revised utility work schedules to be transmitted to the DUA or designee.

Final Contact (Phase IV)

Send one set of Phase IV plans (hard copy, disk or electronic files) to each of the involved UAO(s).

(4) Exception Coordination

The CONSULTANT shall coordinate the processing of design exceptions involving utilities with the UAO and the Department if necessary. Coordinate and process per the UAM.

(5) Individual/Field Meetings

The CONSULTANT shall meet with each UAO separately, as a group, or office visit, as necessary, throughout the project design duration to provide guidance in the interpretation of plans, review changes to the plans and schedules, and assist in the development of the UAO(s) plans and Utility Work Schedules. The CONSULTANT is responsible for motivating the UAO to complete and return the necessary documents after each utility contact or meeting to meet established dates.

(6) Compensable Interests

All compensable interests will be handled by the DUO with District Legal and/or Central Office Legal as applicable. The CONSULTANT shall not make any compensable interests determinations on behalf of the Department and shall only relay the compensable interest determinations, as made by the Department, to a UAO if and when directed by the Department.
(7) **Utility Funding**

The CONSULTANT shall coordinate with the DUO regarding the programming, authorizing and encumbering of funds required on a project to ensure proper funding is in place.

(8) **Subordination of Easements Coordination**

The District Right-of-Way Office will handle processing of all subordinations of easements. The Consultant shall refer all UAOs to the DUO to address subordinations of easements when they arise.

(9) **Review Utility Markups and Work Schedules and Processing of Schedules and Agreements**

Review utility marked plans individually as they are received for content and coordinate review with the EOR. Send color markups and utility work schedules to appropriate DEPARTMENT office(s) for review and comment. Collect and review Utility Work Schedules, Permits, Utility Work Agreements, Utility Work by Highway Contractor (UWHC) Agreements, Memorandum of Agreements and other pertinent documents and coordinate with the DUO for execution. This will require coordination with the EOR for review and concurrence.

The CONSULTANT will be responsible for providing documented QA/QC with each utility deliverable that will include written review comments and resolution.

(10) **Utility Coordination/Follow-up**

This follow-up includes interpreting plans, assisting with the completion of the UAO(s) work schedule and agreements. 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 are also included in follow-up. Ensure the resolution of all known conflicts. These tasks can be applied to all phases of the project. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees and utilities within the project limits.
(11) **Processing (UWHCA)**

This includes coordination of utility design effort between the DEPARTMENT and the UAO(s). Determine and discuss the DEPARTMENT’S cost participation, if any, with the DUO. This effort includes additional coordination meetings, preparation and processing the agreements, review and tabulation of quantities, review of Technical Special Provisions (TSP).

The CONSULTANT shall coordinate with the DUO to establish a Financial Project Number for the UAO(s) proposed work. The CONSULTANT will be responsible to verify the loading of the correct pay item numbers with quantities into the DEPARTMENT’s computer system for each UWHCA.

(12) **Certification/Close-Out**

This includes all efforts for transmitting final utility documentation to the DUO and preparation of the Utility Certification letter. The CONSULTANT shall certify to the appropriate DEPARTMENT representation the following:

All utility negotiations (full execution of each agreement, approved utility work schedules, technical special provisions, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

OR

An on-site inspection was made and no utility relocation work will be involved.

OR

Plans were sent to the utility companies/agencies and no utility work is required.

B. **Utility Coordination (Construction)**

The DEPARTMENT desires to obtain services from the consultant for performance of construction utility coordination (construction) work including, but not limited to:

- Serves as liaison between utility companies, contractors, and project personnel in resolving problems involving utilities before and during construction. Monitors utility work prior to and during construction. Provides support to project personnel in arranging field and office meetings to review and resolve utility issues.

- Performs constructability reviews of plans package to identify utility conflicts and offer viable solutions utilizing engineering principles and judgment.

- Reviews plans and documents, performs field reviews to insure all provisions
of the contract, approved utility work schedules, Utility Procedures Manual (UPM) and Utility Accommodation Manual (UAM) are satisfied for utility work. Reviews contracts, permits, Utility Work by Highway Contractor Agreements and other documents for all work involving utilities and provides assistance to Project Administrators in administration of these arrangements.

- Assists Project Administrators with utility issues encountered during construction and attends pre-utility, pre-construction/utility, and progress meetings as necessary.
- Serves as Construction Utility Coordinator at design and preconstruction meetings.
- Assists Project Administrators and makes recommendations on contractor claims concerning utilities.

C. Scheduling of Activities

The DEPARTMENT will establish appropriate deadlines for each phase or activity on an individual project basis. The CONSULTANT shall be responsible for completing each phase or activity within the established time frames.

D. Review of Work

A monthly Active Project Log will be submitted to the DUO on projects assigned to the CONSULTANT. The status sheet shall be updated as each utility’s information is received and reflect a date that each phase or activity is expected to be finished.

E. Review and Acceptance

The CONSULTANT shall be responsible for making all necessary reviews and acceptance of utility related materials.

F. General - Final Utility Negotiation Material Packet

At the time of certification, the CONSULTANT shall submit to the DUA all correspondence, meeting notes, plans, work schedules, agreements, etc., on a CD/DVD or by electronic file transfer. The CONSULTANT shall maintain a
filing system on each project in a format similar to the DUO and shall be made available for inspection by the DUA.

III. commencement of work and time of completion

A. Beginning and Length of Services

Services shall commence upon execution of this Agreement. Task work orders shall be assigned for a period of sixty (60) months from the date of this agreement or until the total Maximum Limiting Amount is reached.

B. Task Work Order

The Department shall furnish Task Work Orders to the Consultant which shall specify the services to be performed and state the compensation for the services. The Task Work Orders shall be reviewed by the DUA and executed by the Department’s Engineering Services Manager.

C. Time to Complete Work

All work under this contract shall be completed and delivered to the Department as specified by the Department's DUA and agreed upon by both parties.

IV. Errors

The Consultant will be required, without additional compensation, to correct any errors, including but not limited to omissions, discrepancies and ambiguities in the work, which may be discovered before or during construction.

V. Maintenance of Records

The Consultant shall maintain all books, documents, papers, accounting records and other evidence supporting the cost incurred and shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the Department.
VI. Consultant staff

The CONSULTANT’s work shall be performed by key personnel identified in the CONSULTANTS Letter of Response. A staff of competent engineers or specialists adequate in number and experience to perform the described work in the prescribed time shall be assigned to perform work under this Agreement. Any change in the indicated personnel or the CONSULTANT’s office in charge of work as identified in the CONSULTANT’s Letter of Response shall be subject to review and approval by the DEPARTMENT.

The CONSULTANT shall insure FDOT standards, policies, procedures, and design criteria are followed concerning utility coordination. The FDOT standards, policies, procedures, and design criteria are contained in the current FDOT Standard Plans, FDOT Design Manual (FDM), Standard Specifications for Road and Bridge Construction, Rule 14-46.001, Utility Accommodation Manual (UAM), Utility Procedures Manual (UPM), Construction Project Administration Manual (CPAM) and any Supplemental Specification, Provision, or Agreement attached to this Contract.

The CONSULTANT may employ more than one individual or utility engineering consultant to provide utility coordination and engineering design expertise. The CONSULTANT shall identify a dedicated person responsible for managing all utility coordination activities. This person shall be contractually referred to as the Utility Coordination Manager and shall be identified in the CONSULTANT’s proposal. The Consultant’s utility coordination work shall be performed and directed by the identified Utility Coordination Manager that was identified and approved by the DUA. Any proposed change, of the approved Utility Coordination Manager, shall be subject to review and approval by the DUA prior to any change being made in the contract.

The Utility Coordination Manager shall be required to satisfactorily demonstrate the following knowledge, skills, and expertise to the FDOT DUA:

- A minimum of 4 years of experience performing utility coordination in accordance with FDOT, FHWA, and AASHTO standards, policies, and procedures.
- A thorough knowledge of the FDOT plans production process and District utility coordination practices.
- Extensive background in handling utility related matters of a senior level on major, complex projects requiring the resolution of difficult utility issues in both design and construction.
- A thorough knowledge of FDOT agreements, standards, policies, and procedures.
• A thorough knowledge of the construction practices for utility relocation and
the ability to complete utility constructability reviews.

The Utility Coordination Manager shall be responsible for, but not limited to, the
following:

• Making sure utility coordination and design is conducted in accordance to the
FDOT, FHWA, and AASHTO standards, policies, procedures, and design
criteria.

• Assisting the engineer of record in identifying all existing utilities and
coordinating any new installations.

• Scheduling and performing utility coordination meetings, keeping and
distribution of minutes/action items of all utility meetings, and ensuring
expeditious follow-up on all unresolved issues.

• Distributing all plans, conflict matrixes and list of plan changes to affected
utility owners and making sure this information is properly coordinated.

• Identifying and coordinating the completion of any FDOT or utility owner
agreement that is required for reimbursement, or accommodation of the utility
facilities associated with the project.

• Assisting the EOR with resolving utility conflicts and completing utility
constructability reviews as necessary.

• Reviewing and certifying to the DUA that all Utility Work Schedules are
correct and in accordance with the Department’s standards, policies, and
procedures.

Preparing, reviewing and processing all utility related reimbursable issues inclusive of
betterment and salvage determination.

VII. Conferences and meeting

The initial conference shall be called by the Department at a place and time selected by
the Department for the purpose of reviewing the Consultant's work program, schedules,
procedures, methods and the clarification of any ambiguities that may then exist and shall
be attended by the principal Consultant or a partner of the Consultant, Consultant's
Project Manager, and Utility Coordination Manager. Conferences will be called no more
frequently than one each month for the duration of this Agreement at a place and time
fixed by the Department. Such periodic conferences will be attended by representatives of the Department, the Consultant's Project Manager, Utility Coordination Manager and such other project personnel of the Consultant as may be required for the purpose of reviewing the Consultant's progress and such details of the project that may appear to require examination.

VIII. Expert Technical Witness

In the event that the testimony of the Consultant is required in any legal proceeding in which the Consultant is not a party in connection with claims brought against or prosecuted by the Department, the Consultant agrees to appear as a witness on behalf of the Department. A fee that is considered fair and reasonable will be negotiated at the time services are requested.

IX. Subcontracting

Firms selected for subcontracts must be approved and qualified by the Department prior to the Consultant authorizing any such work. The Consultant shall be fully responsible for the satisfactory performance of all subcontracted work.

X. Department Responsibilities

The Florida Department of Transportation will furnish any or all of the following items as appropriate, for performance of the required services:

A. Provide highway plans showing the alignment, profile and benchmark data and project limits of the selected projects, if available.

B. Provide highway plans with the locations of the required test holes indicated.

C. All previously completed field surveys as required.

C. All available roadway plans, bridge plans, right-of-way maps, studies and other available information pertinent to the project.

D. Right-of-Way maps and legal descriptions that are not part of the CONSULTANT’s work effort, when required.

E. Pavement Design where necessary.

H. Coordination and processing of all permit applications.
I. The DEPARTMENT’s DUO shall make available all necessary agreements, utility work schedules and other documents required to clear utility negotiations on each project.

J. Project plans, which shall include, but not be limited to, initial review set, multiple utility sets and plans required for preparation of special agreements, if available.

K. The DEPARTMENT’s DUA or his designee (Project Manager) shall be the single point of contact for the Department of Transportation for this Contract.

L. While it is expected that the CONSULTANT shall need to receive advice from various state, regional and local agencies, the final direction on all matters of a technical nature will remain with the DUA. However, all matters pertaining to contract administration lie with the District’s Engineering Services Manager.

M. All correspondence on file that is determined by the DEPARTMENT to be relevant to the utility negotiations.

XI. General

A. The CONSULTANT’s submittals shall be accurate, legible and in accordance with current FDOT standards, policies, procedures, and design criteria. The CONSULTANT shall refer to the current editions of the FDOT Standard Plans, FDOT Design Manual (FDM), Standard Specifications for Road and Bridge Construction, Utility Accommodation Manual (UAM), Utility Procedures Manual (UPM), Construction Project Administration Manual (CPAM), and other applicable manuals as determined by the DEPARTMENT.

B. It shall be the CONSULTANT’s responsibility to acquire and utilize the necessary DEPARTMENT manuals that apply to the completion of utility negotiations on each project.

C. The CONSULTANT shall prepare and distribute minutes of all meetings the CONSULTANT administrates relative to the project. The CONSULTANT shall provide meeting notes to the Project Oversight for other meetings attended relative to the project.

XII. Quality Assurance

The Consultant is required to establish a Quality Control process for reviewing all work efforts prior to submittal to the Department. A Quality Control Plan shall be submitted for utility coordination services.