Exhibit “A” Scope of Services
Owners Representative for Multi-use Corridors of Regional Economic Significance Program
Florida Department of Transportation

I. Purpose

The Department requires Consultant services to support the Multi-use Corridors of Regional Economic Significance Program (M-CORES).

Chapter 2019-43, Laws of Florida, authorizes FDOT to collaboratively work with citizens, and statewide and regional stakeholders to research the viability of developing three new infrastructure corridors within the state. Services under this contract will be committed to one of the following corridors:

1. The Suncoast Connector that will extend the current Suncoast Parkway in Citrus County to Jefferson County near the Georgia border
2. The Northern Turnpike Connector that will extend Florida’s Turnpike (SR 91) from its current terminus at Wildwood in Sumter County to the Suncoast Parkway
3. The Southwest – Central Florida Connector that will create a new corridor from Collier County in Southwest Florida to Polk County in Central Florida.

Services for the subject contract will be authorized as task work orders. The funding source for services will be the Department’s work program.

II. Definition of Potential Consultant Tasks

A. General Project Management Role

1. Provide Project coordination, scheduling review, and management to accomplish strategic Project goals and objectives.

2. Provide qualified personnel for the duration of the contract period to assist the Department in the technical assessment, schedule evaluation, control functions, and other duties required for the execution of the Project as requested by the Department.

3. Maintain the availability of a group of recognized experts in engineering, architectural, environmental, utilities (wastewater, telecommunications, etcetera) and other technical disciplines relevant to the Project and provide the services of these experts as required for recommendations, expert analyses, and review. Further areas of expertise and project staffing include Program and Project Management (Planning through Construction Engineering Inspection (CEI)), Planning, Project Development, Design, Task Team Support, Public Involvement, Segment Development, Multi-Use Development, Utility Marketing, Pond Siting, Plans Review, Intelligent Transportation Systems (ITS) Master Planning, Survey, Right of Way Mapping, Title Clearing, Relocation, Acquisition, Local Agreements, Project Delivery support, Scope and RFP Development, Architecture, Landscape Architecture, and Constructability Input.
4. Furnish efficient business administration for the Project employing experienced, qualified, and capable personnel as necessary to carry out Project Manager responsibilities. Provide estimating, scheduling, project management, administration, accounting, financial reporting and related services as required to coordinate the work consistent with Project goals and objectives for cost-effectiveness, timeliness, and quality of overall Project and services.

5. Provide administrative assistance to the Department with any and all disputes.

6. Perform Alternative Corridor Evaluation (ACE) and other Corridor planning activities for projects undertaken in the Corridor.

7. Perform planning, optional PDE, optional design, policy, traffic or economic analyses relative to the Corridor.

8. Provide videography for public meetings, hearings and task force meetings.

9. Coordinate security for public meetings, hearings and task force meetings.

III. Responsibilities of the Department

A. The Department shall provide a Project Manager who shall be responsible for all coordination with the Consultant pertaining to all contractual matters, invoicing, and reporting. The Department Project Manager shall be responsible for coordinating with the Consultant Project Manager to define the specific work to be performed and the schedule for completion of each task, the Consultant staffing to be provided, and the cost. The Department Project Manager shall be responsible for approval of any additional staffing to be provided.

B. The Department must approve, prior to the initiation of any tasks described in this exhibit, a specific Task Work Order defining the work to be accomplished and the total reimbursement due the Consultant.

C. The Department shall furnish, without charge, the following services and data to the Consultant for the performance of the requested services:

1. All criteria and full information as to the Department’s requirements for the Consultant’s services including objectives, constraints, budgetary limitations, and time restraints.

2. All Department rules, policies, procedures, standards, and other information applicable to the services.

3. All drawings, specifications, schedules, reports and other information prepared by and/or for the Department by others which are available to the Department and which the Department considers pertinent to the Consultant’s responsibilities described herein.
4. Computer access (mainframe and personal), if needed, by Consultant staff to perform assigned tasks. Specific computer access requirements will be specified in each individual Task Work Order.

D. The Department, via Florida’s Turnpike Enterprise (Turnpike), shall prepare the project traffic forecast(s), and traffic and revenue studies needed in support of the tasks assigned under this scope. In addition, the Turnpike shall retain the authority to identify, approve, and prepare, as needed, all models and tools used to complete the evaluations and studies in this Section.

IV. Responsibilities of the Consultant

A. The Consultant shall provide an overall Project Manager who is approved by the Department, and who will be the primary point of contact with the Department for the scope, schedule, manpower coordination, and completion of all Task Work Orders. The Consultant Project Manager shall meet with the Department staff on a regular basis, as requested by the Department Project Manager, and shall provide progress reports in a format that is defined by the Department. These progress reports shall be the basis for evaluating and processing invoices for payment, unless otherwise stated in the Task Work Order.

B. The Consultant shall provide and maintain an up-to-date list of staff with approved classifications and approved salaries (subject to the contract Exhibit "B") that would be available to be assigned to specific Task Work Orders. No consultant staff, except those specifically identified in a Task Work Order or those specifically approved by the Department Project Manager, shall charge time to that particular Task Work Order.

C. The Consultant must request approval from the Department’s Project Manager for any modifications or additions to the list of available staff prior to the initiation of any work by that individual. If applicable, new job classifications may be added to the contract via a contract amendment. The Consultant shall submit a copy of the resume and payroll register for staff that is approved by the Department to be added.

D. The Consultant shall provide sufficient staff, either the specific staff person requested or comparable staff with the same levels of expertise as approved by the Department’s Project Manager, in a timely manner to complete all assigned work. 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 Consultant Project Manager shall coordinate with the Department Project Manager to ensure adequate staff with the proper level of expertise is made available to ensure the timely completion of the work.

E. The Consultant shall provide all agreed to services, products, and documentation within the required time schedule as defined in the individual Task Work Order.

F. The Consultant shall provide monthly invoices for work performed within 15 days of the end of the month for work performed during the preceding month, unless specifically agreed to by the Department Project Manager.

G. The Consultant shall verify to the Department Project Manager that all computers used by Consultant staff have a resident, anti-virus program acceptable to the Department.
H. The Consultant shall ensure that all documents and support forms have been prepared on software approved by the Department’s Project Manager and stored as specifically agreed to in an individual Task Work Order. A sequential file naming convention should be applied to the documentation provided to the Department. Specific project documentation requirements will be identified in the respective Task Work Orders.

I. The Consultant shall maintain an office near the FDOT Management Team for the perspective corridor. Limited, short-term office space may be provided by the Department for technical staff where proximity with Department staff is necessary for the work being performed. Such arrangements will be made between the Consultant Project Manager and the Department Project Manager on an “as needed” basis and will be expressly stipulated in the individual Task Work Orders. All Task Work Orders where services are anticipated to be wholly and exclusively performed utilizing Department space or field personnel will be compensated at reduced overhead compensation, or field office rates.

J. The Consultant shall manage and review National Environmental Policy Act (NEPA)-related environmental studies, and engineering and environmental evaluations, analysis and documentation, as necessary, to obtain approval from appropriate agencies.

K. The Consultant shall prepare art renderings, videos and, as needed, three-dimensional site models. All such presentation formats and supporting software tools and 3-D printing devices shall be pre-approved by the Department for use with the deliverables for each specific assignment.

L. There is no guarantee that any of the services referenced herein will be assigned during the term of this agreement. Further, the Consultant is providing these services on a non-exclusive basis. The Department may, at its option, elect to have any of the services set forth in this Agreement performed by Consultants under other Departmental contracts, or by Department staff. The Consultant’s work performance on this contract shall be evaluated at a minimum on a quarterly basis. Poor performance may adversely impact assignment of future tasks against this contract.

M. The Department has established performance measures and outcomes for the subject contract. The Consultant shall produce any final reports or finalized documents at a minimum of two weeks before any statutorily imposed deadlines referenced in Chapter 2019-43, Laws of Florida, or any other M-CORES related document deadlines. The finalized reports/documents shall be provided in a format acceptable to the Department. Additionally, the Consultant shall be evaluated at a minimum on a quarterly basis using the performance evaluation criteria established for Management, Quality, and Schedule, for Professional Services Major Work Type 11, all applicable minor types associated with the services performed, as well as all other applicable Department established performance measures. The Department reserves the right to assign additional performance measures and outcomes at the time of issuance of task work orders.

V. Conflict of Interest
The Prime Consultant or any affiliate is not eligible to pursue advertised work in the Consultant’s area of oversight or any project within this Corridor. The term “affiliate” is defined in FDOT Procedure No. 375-030-006, Conflict of Interest Procedure for Department Contracts. The Consultant and its subconsultants must comply with FDOT Procedure No. 375-030-006, Conflict of Interest Procedure for Department Contracts. All firms and individuals performing work or contemplating the performance of work for FDOT on this contract are expected to understand and comply with existing FDOT conflicts of interest policies and Florida law.

VI. Personnel Qualifications

The Consultant shall assign only competent technical and professional personnel qualified by the necessary experience and education to perform assigned work. The Consultant shall be responsible for ensuring that staff assigned to work under this Agreement has the training established by the Department as a prerequisite for consultant staff to perform work. If the required training is such that it can be applied by the trainee to work on other contracts, (regardless of whether or not the trainee would work on other agreements), the cost of the trainee’s time and expenses associated with the training is not directly billable to the Department on this contract, and shall only be recoverable thru overhead for the Consultant firm.

VII. Subconsultant Services

Services assigned to any subconsultants shall be approved in writing and in advance by the Department Project Manager, Procurement Office, and the Consultant Project Manager in accordance with this Agreement. All subconsultants shall be technically qualified by the Department to perform all work assigned to them. Additional subconsultants with specialized areas of expertise may be required to complete specific Task Work Order assignments. Any subconsultant to be hired and all work assignments to be performed, and all rates of compensation shall be agreed to by the Department Project Manager, Procurement Office and the Consultant Project Manager and documented in the contract file prior to any work being performed by the subconsultant.

VIII. Consultant Not Employee or Agent

The Consultant and its employees, agents, representatives, or subconsultants/subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, the Consultant and its employees, agents, representatives, or subconsultants/subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of Consultant.

IX. Ownership of Works and Inventions

The Department shall have full ownership of any works of authorship, inventions, improvements, ideas, data, processes, computer software programs, and discoveries (hereafter called intellectual property) that are conceived, created, or furnished under this
Agreement, with no rights of ownership for the Consultant or any subconsultants/subcontractors. The Consultant and subconsultants/subcontractors shall fully and promptly disclose to the Department all intellectual property conceived, created, or furnished under this Agreement. The Consultant or subconsultant/subcontractor hereby assigns to the Department the sole and exclusive right, title, and interest in and to all intellectual property conceived, created, or furnished under this Agreement, without further consideration. This Agreement shall operate as an irrevocable assignment by the Consultant and subconsultants/subcontractors to the Department of the copyright in any intellectual property created, published, or furnished to the Department under this Agreement, including all rights thereunder in perpetuity. The Consultant and subconsultants/subcontractors shall not patent any intellectual property conceived, created, or furnished under this Agreement. The Consultant and subconsultants/subcontractors agree to execute and deliver all necessary documents requested by the Department to establish the assignment of intellectual property to the Department or the registration or confirmation of the Department’s rights in or to intellectual property under the terms of this Agreement. The Consultant agrees to include this provision in all its subcontracts under this Agreement.

X. Provisions of Work

All work shall be prepared with English units in accordance with the latest editions of standards and requirements utilized by the Department which include, but are not limited to the most current, up to date publications such as:

- Americans With Disabilities Act (ADA) Standards for Accessible Design
- AASHTO – A Policy on Design Standards Interstate System
- AASHTO – Roadside Design Guide
- AASHTO – Roadway Lighting Design Guide
- AASHTO – A Policy for Geometric Design of Highways and Streets
- AASHTO – Highway Safety Manual
- Rule Chapter 5J-17, Florida Administrative Code (F.A.C.), Standards of Practice for Professional
- PD&E Manual
- ETDM Manual
- SocioCultural Effects Handbook
- Public Involvement Handbook
- FDOT Design Manual (FDM)
- FDOT Florida Intersection Design Guide (FIDG)
- FDOT Transportation Site Impact Handbook
- Interchange Access Users Guide
- Highway Capacity Manual
- Manual on Uniform Traffic Studies
- Manual of Uniform Traffic Control Devices
- Minimum Standards for Design, Construction and Maintenance Streets and Highways (Florida Greenbook)
- Right-of-Way Mapping Handbook
- Right of Way Procedures Manual
- Survey and Mapping Handbook
- Soils and Foundation Handbook
• Electronic Field Book (EFB) User Handbook
• Drainage Manual
• Structures Manual
• CADD Manual
• Quality / Level of Service Handbook
• Project Traffic Forecasting Handbook & Project Traffic Forecasting Procedure No. 525-030-120
• Traffic Analysis Handbook
• Florida Highway Landscape guide
• Basis of Estimates Manual
• Florida Transit Administration (FTA) and Federal Rail Administration (FRA) Program Guidance
• Project Management Handbook
• FDOT Traffic Engineering Manual
• FDOT Bridge Scour Manual
• FDOT Topic No. 525-030-020-a: Tolling for New and Existing Facilities on the State Highway
• System (SHS)
• National Tolling Directives
• Rigid Pavement Design Guide for Toll Locations with Electronic Toll Collection
• Flexible Pavement Design Guide for Toll Locations with Electronic Toll Collection
• Florida’s Turnpike General Tolling Requirements (GTR)