

**22. Approve ranking list for PS-5140-03/BJC – Master Service Agreement for the Intersection of S.R. 436 and Red Bug Lake Road Project and award a Master Agreement to URS Corporation, Orlando (Phase I, Not-to-Exceed \$725,000.00).**

PS-5140-02/BJC will provide for three phases of Engineering and Design for improvements to the intersection of SR 436 and Red Bug Lake Road. Phase I covers Preliminary Engineering, Phase II covers the Final Design, and Phase III covers Post Design Services. A Conceptual Feasibility Study was previously done for this intersection under a separate contract.

The scope and cost of the final design in Phase II and the Post Design Services in Phase III will depend on the results of Phase I and therefore are not fully defined at this time. Phase II and Phase III will be presented to the Board for final approval at a later board meeting. Authorization for performance of services by the Consultant under this agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Consultant.

In Phase I, the Consultant will complete additional study tasks as described in the scope of services. Using the results of those studies and the information contained in the Conceptual Feasibility Study, the Consultant will prepare a Preliminary Engineering Study Report, including an Environmental Study. The Preliminary Engineering Study will be used to obtain approval from the Board of County Commissioners (BCC) and Federal Highway Administration (FHWA) for proposed improvements to this intersection.

This project was publicly advertised and the County received four (4) submittals (listed in alphabetical order):

- H.W. Lochner, Inc., Orlando;
- Inwood Consulting Engineers, Oviedo;
- URS Corporation, Orlando;
- Wilbur Smith Associates, Orlando.

The Evaluation Committee, consisting of Jerry McCollum, County Engineer; Kathleen Myer, Principal Engineer; Charles Wetzel, Assistant County Traffic Engineer and Co-Co Wu, Principal Engineer, evaluated the submittals. All four firms were placed on the short-list.

The Evaluation Committee interviewed each of the four firms, giving consideration to the following criteria:

- Qualification of the firm and proposed personnel;
- Methodology/Approach to the project/understanding of project/specialties;

- Related project experience;
- Workload, ability and capacity of the Proposer/Location of Firm;
- Overall quality of interview presentation.

The four firms were ranked as follows:

1. URS Corporation, Orlando;
2. Inwood Consulting Engineers, Oviedo;
3. H.W. Lochner, Inc., Orlando; and
4. Wilbur Smith Associates, Orlando.

Public Works/Engineering and Fiscal Services/Purchasing and Contracts Division recommend the Board approve the ranking, authorize staff to negotiate, and award a Master Agreement to the top ranked firm, URS Corporation of Orlando. The cost for Phase I is not to exceed \$725,000.00. Further, recommend the Board authorize the Chairman to execute the Master Agreement as prepared by the County Attorney's Office with no major deviation in terms and pursuant to the requirements of the Professional Services documents.

**PS-5140-03/BJC – Professional Engineering Services for the Intersection of SR 436 and Red Bug Lake Road Project Ranking**

Firms	Jerry McCollum, P.E.	Kathleen Myer, P.E.	Charlie Wetzel, P.E.	Co-Co Wu, P.E.	Points	Ranking
H.W. Lochner, Inc.	3	3	3	3	12	3
Inwood Consulting Engineers	2	2	1	2	7	2
URS Corporation	1	1	2	1	5	1
Wilbur Smith Associates	4	4	4	4	16	4

1 being the highest rank and 4 being the lowest rank.

**Ranking of the Firms:**

1. URS Corporation
2. Inwood Consulting Engineers
3. H.W. Lochner, Inc.
4. Wilbur Smith Associates

**B.C.C. - SEMINOLE COUNTY, FL  
PS TABULATION SHEET**

BID NUMBER: PS-5140-03/BJC

BID TITLE : Master Service Agreement for the Intersection of  
S.R. 436 and Red Bug Lake Road project

DATE: May 7, 2003. TIME: 2:00 P.M.

ALL SUBMITTALS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. PS DOCUMENTS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER PS DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-	
H.W. Lochner, Inc. 3505 lake Lynda Drive, #207 Orlando, Florida 32817  (407) 482-6600 – Phone (407) 482-6858 – Fax Lynn A. Kendrick, P.E.	Inwood Consulting Engineers 870 Clark Street Oviedo, Florida 32765  (407) 971-8850 – Phone (407) 971-8955 – Fax Andrew D. DeWitt, P.E.	URS Corporation 315 E Robinson Street, #245 Orlando, Florida 32801-1949  (407) 422-0353 – Phone (407) 423-2695 – Fax Jimmy D. Allison, P.E.	Wilbur Smith Associates 3535 Lawton Road #100 Orlando, Florida 32803  (407) 896-5851 – Phone (407) 896-9165 – Fax Stephen J. Ferrell, P.E.	

Tabulated by: Betsy J. Cohen, Contracts Supervisor – Posted 5/07/2003 (3:40 P.M.)  
 Evaluation Committee Meeting: 5/15/2003 at 1:00 PM at Engineering Division  
 Presentations: 06/02/2003 at 9:00 AM at Engineering Division  
 Recommendation: URS Corporation (Posted 06/03/2003) BCC Date: 06/24/2003

**ENGINEERING SERVICES AGREEMENT (PS-5140-03/BJC)  
INTERSECTION OF S.R. 436 AND RED BUG LAKE ROAD**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **URS CORPORATION**, duly authorized to conduct business in the State of Florida, whose address is 515 East Robinson Street, #245, Orlando, Florida 32801-1949, hereinafter called the "CONSULTANT" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

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

**WHEREAS**, the COUNTY desires to retain the services of a competent and qualified consultant to provide engineering services for the intersection of S.R. 436 and Red Bug Lake Road in Seminole County; and

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

**WHEREAS**, the CONSULTANT is competent and qualified to furnish engineering services to the COUNTY and 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, the COUNTY and the CONSULTANT agree as follows:

**SECTION 1. SERVICES.** The COUNTY does hereby retain the CONSULTANT to furnish professional 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 be specifically 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 the COUNTY to place any orders for work.

**SECTION 2. TERM.** This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of eight (8) years. 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 the CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by the COUNTY and signed by the 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 of work and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available projects nor that, the CONSULTANT will perform any project for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

**SECTION 4. TIME FOR COMPLETION.** The services to be rendered by the 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 the COUNTY 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.** The COUNTY agrees to compensate the 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". 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. The total compensation payable per year under PS-5140-03/BJC, including reimbursable expenses, to all consultants, shall not exceed the sum of SEVEN HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS.

**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 the CONSULTANT, his employees or his 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 Sections 112.061(7) and (8), Florida Statutes, or their successor; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.

(b) Expense of reproductions, postage and handling of drawings and specifications.

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

**SECTION 7. PAYMENT AND BILLING.**

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The CONSULTANT shall perform all work required by the Work Order but, in no event, shall the 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, the CONSULTANT shall perform all work required by the Work Order; but, in no event, shall the 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. The CONSULTANT is not authorized to exceed that amount without the prior written approval of the COUNTY. Said approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the 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," the 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. The COUNTY shall pay the 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, the 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. The COUNTY shall pay the CONSULTANT 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 the COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, the COUNTY 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, the CONSULTANT may invoice the amount due for services actually performed and completed. The COUNTY shall pay the 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 the COUNTY to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. CONSULTANT shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONSULTANT, Work Order Number, Contract Number and all other information required by this Agreement.

The original invoice shall be sent to:

Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

Seminole County Engineering Department  
520 West Lake Mary Boulevard, Suite 200  
Sanford, Florida 32773

(i) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONSULTANT.

**SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.**

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

(b) The COUNTY may perform or have performed an audit of the records of the CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to the CONSULTANT and the COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to the CONSULTANT may be determined subsequent to an audit as provided for in subsections (b) and (c) of this Section, and the total compensation so determined shall be used to calculate final payment to the 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 the CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts and transcriptions.

(d) The CONSULTANT agrees to maintain all books, documents, papers, accounting records and other evidences 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 the CONSULTANT's office at all reasonable times 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 inspection conducted after final payment, but within the period provided in paragraph (d) of this Section reveals any overpayment by the COUNTY under the terms of the Agreement, the CONSULTANT shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

**SECTION 9. RESPONSIBILITIES OF THE CONSULTANT.**

(a) The 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 a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONSULTANT under this Agreement. The 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 the COUNTY'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 of action arising out of the performance of this Agreement and the CONSULTANT shall be and always remain liable to the COUNTY in accordance

with applicable law for any and all damages to the COUNTY caused by the CONSULTANT's negligent or wrongful performance of any of the services furnished under this Agreement.

**SECTION 10. OWNERSHIP 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 the CONSULTANT's services or have been created during the course of the CONSULTANT's performance under this Agreement shall become the property of the COUNTY after final payment is made to the CONSULTANT.

**SECTION 11. TERMINATION.**

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

(1) immediately discontinue all services affected unless the notice directs otherwise, and

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

(b) If the termination is for the convenience of the COUNTY, the 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, the CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by the COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of the CONSULTANT to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONSULTANT shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONSULTANT; provided, however, that the CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents, 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 the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the CONSULTANT.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the COUNTY. 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 the COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**SECTION 12. AGREEMENT AND WORK ORDER IN CONFLICT.** Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

**SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT.** The 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 and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to 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.** The CONSULTANT warrants that it has not employed or retained 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 COUNTY 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.

**SECTION 15. CONFLICT OF INTEREST.**

(a) The 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 the COUNTY.

(b) The CONSULTANT agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY 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 COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, the COUNTY shall have the right to terminate this Agreement.

**SECTION 16. ASSIGNMENT.** 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 the 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, the CONSULTANT must first secure the prior express written approval of the COUNTY. 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 COUNTY.** The CONSULTANT agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by the CONSULTANT, whether caused by the CONSULTANT or otherwise. This hold harmless, release and indemnification shall include any claim based on negligence, action or inaction of the parties.

**SECTION 19. INSURANCE.**

(a) GENERAL. The CONSULTANT shall at the CONSULTANT's own cost, procure the insurance required under this Section.

(1) The CONSULTANT shall furnish the COUNTY 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). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy.

The Certificate of Insurance shall provide that the COUNTY 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 the CONSULTANT, the CONSULTANT shall provide the COUNTY 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 on the Certificate, the CONSULTANT shall, at the option of the COUNTY 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.

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONSULTANT shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by

this Section.

(4) Neither approval by the COUNTY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve the CONSULTANT of the CONSULTANT's full responsibility for performance of any obligation including CONSULTANT indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies 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: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall, as soon as the CONSULTANT has knowledge of any such circumstance, immediately notify the COUNTY 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 the CONSULTANT has replaced the unacceptable insurer with an insurer

acceptable to the COUNTY the CONSULTANT shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the CONSULTANT, the CONSULTANT shall, at the CONSULTANT's sole expense, 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 the 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) The CONSULTANT's insurance shall cover the 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. The 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 the CONSULTANT and its subcontractors is 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 Longshoremen 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 on 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) The CONSULTANT's insurance shall cover the CONSULTANT for those 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 the CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. The CONSULTANT shall carry limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(d) COVERAGE. The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY's officials, officers, or employees shall be excess of and not contributing with the

insurance provided by or on behalf of the 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 either be on an occurrence basis, or, 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) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve the CONSULTANT, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

**SECTION 20. ALTERNATIVE DISPUTE RESOLUTION (ADR).**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement with ADR procedures set forth in Section 220.102, "Contract Claims," Seminole County Code.

(b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY ADR procedures set forth in subsection (a) above of which the CONSULTANT had knowledge and failed to present during the COUNTY ADR procedures.

(c) In the event that COUNTY ADR 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 mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

**SECTION 21. REPRESENTATIVES OF THE COUNTY AND THE CONSULTANT.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the CONSULTANT, shall designate in writing and shall advise the 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 the COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) The CONSULTANT shall, at all times during the normal work week, designate or appoint one or more representatives of the CONSULTANT who are authorized to act in behalf of and bind the CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the COUNTY 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 the CONSULTANT (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The 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 the CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by the COUNTY.

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

**SECTION 27. PUBLIC RECORDS LAW.** CONSULTANT acknowledges COUNTY'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 COUNTY 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 over the terms of this Agreement.

**SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this Agreement, the 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 the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the 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 United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and 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 COUNTY:**

Seminole County Engineering Department  
520 West Lake Mary Boulevard, Suite 200  
Sanford, Florida 32773

**FOR CONSULTANT:**

URS Corporation  
515 E. Robinson Street, #245  
Orlando, Florida 32801-1949

**SECTION 30. RIGHTS AT LAW RETAINED.** The rights and remedies of the COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the COUNTY.

ATTEST:

URS CORPORATION

\_\_\_\_\_  
, Secretary

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

(CORPORATE SEAL)

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

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

For use and reliance  
of Seminole County only.  
Approved as to form and  
legal sufficiency.

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

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

AC/lpk  
6/5/03  
ps-5140

- 3 Attachments:
- Exhibit "A"- Scope of Services
- Exhibit "B"- Sample Work Order
- Exhibit "C"- Rate Schedule

## Intersection of SR 436 and Red Bug Lake Road

Scope of Services Phase I: Preliminary Engineering
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**A. PURPOSE AND INTENT**

Seminole County (**COUNTY**) wishes to select a Professional Engineering firm (**CONSULTANT**) to perform a Preliminary Engineering Study (**PES**) to improve the intersection of SR 436 and Red Bug Lake Road.

The purpose of this document is to inform to prospective **CONSULTANTS** that the **COUNTY** intends to improve this intersection area to accommodate forecasted design year vehicular and non-vehicular traffic loads. This document defines the scope of work and the responsibilities of the **CONSULTANT** and the **COUNTY** in connection with the **PES**, including environmental studies, necessary to comply with the procedures required by the State of Florida Department of Transportation (hereinafter referred to as the **DEPARTMENT**) and to obtain Federal Highway Administration (FHWA) approval of proposed improvements to this transportation facility.

**B. PROJECT DESCRIPTION**

Intersection/Interchange and related infrastructure improvements to the existing SR 436/Red Bug Lake Road/Winter Park Drive intersection in the City of Casselberry, Seminole County, Florida.

**Study Objective:**

The **COUNTY** completed a Conceptual Feasibility Study in December, 2001 for the intersection of SR 436 and Red Bug Lake Road/Winter Park Drive. The study area included SR 436 from Wilshire Boulevard to Lake Howell Lane and Red Bug Lake Road from SR 436 to Eagle Circle. The study identified and developed three feasible improvement concepts to increase the system capacity and efficiency and to accommodate forecasted design year traffic in the study area.

In this **PES**, the **CONSULTANT** will use the information contained in the Conceptual Feasibility Study Report and provide additional study tasks as described in this scope of services to prepare a Preliminary Engineering Study Report, including Environmental Study, and to obtain approval from Board of County Commissioners (**BCC**) and Federal Highway Administration (**FHWA**) of proposed improvements to this transportation facility.

**C. GENERAL PROJECT REQUIREMENTS****1.0 Project Invoicing**

When invoicing, the **CONSULTANT** is to submit an invoicing distribution consistent with the four (4) primary categories of the Scope of Services. Direct expenses shall be separately listed.

Each month's invoice is to indicate the following minimum data:

- Invoice Number
- Contract amount
- Percent (%) complete for each category (to date)
- Previous percent (%) complete for each category
- An overall project percent (%) complete (to date)
- An overall earned amount (to date)
- Total retainage to date
- The previous invoice amount (incl. retainage)
- Amount earned this invoice
- Less retainage (current invoice)
- Amount due this invoice

## 2.0 **CONSULTANT Personnel**

The **CONSULTANT**'s work is to be performed by the key personnel at the office location identified in the proposal submitted by the **CONSULTANT** during the selection process. Prior to any changes in the indicated personnel or the **CONSULTANT**'s office-in-charge of the work, as identified in the **CONSULTANT**'s Proposal, these changes will be reviewed and approved by the **COUNTY** in writing.

## 3.0 **Project Related Correspondence**

The **CONSULTANT** will furnish copies of all correspondence, telephone memorandums, Fax's, maps, exhibits, etc. between the **CONSULTANT** and any party regarding this project. This information is to be forwarded to the **COUNTY**'s Project Manager within one (1) week of the contact with these parties.

The **CONSULTANT** is responsible for recording and distributing the minutes of all meetings, presentations, etc. pertaining to this project. Upon completion of the study, the **CONSULTANT** shall deliver to the **COUNTY**, in an organized manner, all project files, maps, sketches, worksheets, and other materials used or generated during the study process.

## 4.0 **Professional Endorsement**

The **CONSULTANT** will provide the **COUNTY** with final copies of the Preliminary Engineering Report with his/her professional endorsement (sign/seal as appropriate). All supporting reports will also be professionally endorsed as appropriate.

## 5.0 **Supplemental Services**

Fees and associated time for completion of additional work that is determined by the **COUNTY** to be extraordinary to the accomplishment or requirements of the original work contemplated in the scope of services may be negotiated as an extension of the man-hour and fee proposal within the approved design services Agreement utilizing man-hour unit price basis from the current fee proposal for similar work. Supplemental work for tasks not contemplated in the Scope of Services can be negotiated as a formal amendment to the original design services Agreement. The executed work order will authorize the additional work to begin.

## 6.0 Subcontractor Services

The variety of the professional services required to successfully design the project makes it desirable, if not necessary, for the **CONSULTANT** to subcontract portions of the work (e.g., aerial photography). The **CONSULTANT** is authorized to subcontract these services under the provisions of this document. However, a minimum of 50% of the total contract man-hours specified for work described in the Scope of Services must be performed by the prime **CONSULTANT**, unless unique features of the project dictate otherwise. In such cases, the **CONSULTANT** must receive prior written approval from the **COUNTY**. The subcontracting firms must be approved by the **COUNTY** prior to initiation of their work on this project.

Coordination of **SUBCONSULTANT** services is the responsibility of the **CONSULTANT**. The **CONSULTANT** shall be fully responsible for the satisfactory performance of all subcontracted work. All work shall be reviewed by the **CONSULTANT** prior to delivery to the **COUNTY**.

### D. SCOPE OF WORK REQUIREMENTS

The **CONSULTANT** is to provide all necessary professional services in connection with the preparation of a **PES** and other services required to evaluate potential alternatives for the intersection of SR 436/Red Bug Lake Road/Winter Park Drive.

The analysis is to include capacity improvements to intersecting streets, recommended traffic signalization for the entire corridor, environmental impacts and mitigation elements, if necessary, drainage improvements associated with these recommended improvements. The **CONSULTANT** is to provide those services necessary so that **COUNTY** staff and the Board of County Commissioners (**BCC**) can decide on the typical section, alignment and preliminary design features.

The **COUNTY** expects to receive sufficient information and data, with appropriate professional recommendations, to pursue project design, environmental permitting, public advertisement and subsequent construction of this project based upon these herein described professional services. Further, the **COUNTY** expects the **CONSULTANT** to pursue the execution of this project in a timely and professional manner.

The **CONSULTANT** will submit a **man-hour and lump-sum fee proposal** for the required services, including **SUBCONSULTANT** services and direct expenses. With this proposal, the **CONSULTANT** will provide a Project Schedule.

The professional services for the **PES** included within this Scope of Services can be generally grouped into the following six primary categories:

1. Public Involvement
2. Engineering Analysis and Report
3. Environmental Analysis and Report
4. Miscellaneous Services

Please refer to the **Appendix A-1** for a description of each task within these four (4) elements. These descriptions define the specific tasks within this Scope of Services and are to be used as a minimum criteria for project performance and execution.

The Project Development Process shall follow the DEPARTMENT'S publication titled "Project Development and Environment Manual", published 07/01/88 and all subsequent revisions. Throughout this Scope of Services portion of this **CONSULTANT** Contract, the publication will be referred to as the "PD&E Manual". All tasks identified in this scope of work will be done in accordance with the Department's PD&E Manual, unless otherwise stated.

The PD&E Manual incorporates all the requirements of the National Environmental Policy Act (NEPA); Federal law and executive orders; applicable Federal regulations included in the Federal Highway Administration Federal-Aid Policy Guide; and applicable State laws and regulations including Chapter 339.155 of the Florida Statutes. The project documentation prepared by the **CONSULTANT** in accordance with the PD&E Manual shall therefore be in compliance with all applicable State and Federal laws, executive orders, and regulations.

The **CONSULTANT** shall perform those engineering services required for LDCA studies, including consideration of all social, economic, environmental effects, and mitigation as required by the FHWA and/or the Project Development and Environment (PD&E) Manual, along with the required environmental documents, engineering reports, preliminary plans, public hearing, and right-of-way maps.

Sections 1 through 4 of the Scope of Services will establish which items of work described in the PD&E Manual are specifically included in this contract, and also which of the items of work will be the responsibility of the **CONSULTANT** or the **COUNTY**.

The **COUNTY** will provide contract administration and management services. **Both the COUNTY and the DEPARTMENT will provide** technical reviews of all work associated with the development and preparation of the engineering/environmental study reports for the transportation facility.

## STUDY REQUIREMENTS AND PROVISIONS FOR WORK

### Governing Regulations

The services performed by the **CONSULTANT** shall be in compliance with all applicable DEPARTMENT Manuals and Guidelines. The DEPARTMENT'S Manuals and Guidelines incorporate by requirement or reference all applicable State and Federal regulations. The current edition, including updates, of the following DEPARTMENT Manuals and Guidelines shall be used in the performance of this work. It is understood that AASHTO criteria shall apply as incipient policy.

- Florida Statutes
- Florida Administrative Codes
- Applicable federal regulations, and technical advisories.
- Project Development and Environment Manual
- Plans Preparation Manual
- Roadway Traffic and Design Standards
- Highway Capacity Manual
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Bicycle Facilities Planning and Design Manual
- Right-of-Way Mapping Handbook
- Location Survey Manual
- EFB User Guide
- Drainage Manual
- Outline Specifications - Aerial Surveys/Photogrammetry

- Soils and Foundations Manual
- Structures Design Guidelines
- CADD Manual (No. 625-050-001)
- CADD Production Criteria Handbook
- Florida's Level of Service Standards and Guidelines Manual for Planning (No. 525-000-005)
- Equivalent Single Axle Load Guidelines (No. 525-030-121)
- Design Traffic Procedure (No. 525-030-120)
- K-Factor Estimation Process
- Project Traffic Forecasting Guidelines
- Florida Highway Landscape Guide
- Basis of Estimates Manual

### **Project Manager**

The **COUNTY** will designate a Project Manager who shall be the representative of the **COUNTY** 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 Project Manager.

### **Quality Control**

The **CONSULTANT** shall be responsible for insuring that all work products conform to DEPARTMENT standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the **CONSULTANT**. This QC process shall insure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

Prior to submittal of the first invoice, the **CONSULTANT** shall submit to the **COUNTY's** Project Manager for approval the proposed method or process of providing Quality Control for all work products. The Quality Control Plan shall identify the products to be reviewed, the personnel who perform the reviews, and the method of documentation.

### **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 the policy and procedures regarding CADD. It is the responsibility of the **CONSULTANT** to meet the requirements in the FDOT CADD Manual (Topic No. 625-050-001). The **CONSULTANT** will submit final documents and files as described therein. Additional related information is found in the FDOT Plans Preparation Manual (Topic No. 625-000-008).

All computer disks shall be scanned for viruses prior to submitting to the **COUNTY**.

### **Coordination with Other Consultants and Entities**

The **CONSULTANT** is to coordinate their work with any ongoing and/or planned projects that may affect this study.

The **CONSULTANT** is to coordinate with local governmental entities to ensure design and right of way requirements for the project are compatible with local public works improvements and right of way activities.

**Optional Services**

At the **COUNTY's** option, the **CONSULTANT** may be requested to provide Phase II - Final Design and Phase – III Post Design 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).

## 1.0 PUBLIC INVOLVEMENT

Public involvement includes communicating to and receiving information from all interested persons, groups, and government organizations information regarding the development of the project. The **CONSULTANT** shall coordinate and perform the appropriate level of public involvement for this project as outlined in Part 1, Chapter 8, and Part 2, Chapter 9 of the PD&E Manual and the following sections.

### 1.1 Public Involvement Program

The **CONSULTANT** will prepare a Public Involvement Program (PIP) and submit it to the **COUNTY** for review and approval. The PIP will delineate the **CONSULTANT's** efforts to inform and involve the citizens of Seminole County, the appropriate Federal, State and local agencies, responsible appointed and elected public officials, and special interest groups in the project planning, review and approval process.

### 1.2 Public Involvement Data Collection

The **COUNTY** will provide the mailing list assembled in the previous conceptual feasibility study. The **CONSULTANT's** data collection efforts shall include the maintenance of this mailing list, correspondence, collecting and maintaining news articles and stories, public circulars, and transcripts from radio and TV news clips through the duration of the study.

### 1.3 Notice of Intent (N/A)

### 1.4 Advance Notification (N/A)

### 1.5 Scheduled Public Meetings

The **CONSULTANT** shall coordinate and conduct, with the **COUNTY's** assistance, one public meeting as described below:

#### 1.5.1 Public Meeting

The **CONSULTANT** shall coordinate and conduct a public meeting following completion of the alternative analysis update and identification of a preferred improvement concept. The purpose of this meeting is to inform the public of the recommended improvement concept.

For the above meeting, the **CONSULTANT** shall prepare and/or provide:

- Scripts or agenda for presentation.
- Handouts
- Graphics for presentation.
- Meeting equipment set-up and tear-down.

- Legal and/or display advertisements. (The **CONSULTANT** will pay the cost of publishing.)

The **CONSULTANT** will prepare display an advertisement to be posted in the Orlando Sentinel prior to the Public Meeting. The advertisements will be a black and white 6 7/16" by 7" (21 column inches).

All advertisements shall be approved by the **COUNTY** prior to any release or publication, no exceptions.

- Letters for notification of elected and appointed officials, property owners and other interested parties. (The **CONSULTANT** will pay the cost of first class postage.)
- News releases, for use three to five days prior to meeting.

All news releases shall be approved by the **COUNTY** prior to any release or publication, no exceptions.

- Summary notes of meetings.
- Briefing and debriefing of **COUNTY** staff.

The **CONSULTANT** will prepare written responses to all questions not adequately addressed at the meetings and will provide follow-up information necessary to respond to the public's questions and comments.

The **CONSULTANT** will investigate potential meeting sites to advise the **COUNTY** on their suitability. The **CONSULTANT** will pay all costs for meeting site rents and insurance.

It is estimated for this project there will be 1 Public meeting during the study.

## 1.6 **Unscheduled Public And Agency Meetings**

In addition to scheduled public meetings the **CONSULTANT** may be required to participate in unscheduled meetings with the public, elected officials, or public agencies. 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 2 meetings during the study.

## 1.7 **Public Hearing (N/A)**

## 1.8 **Location and Design Concept Acceptance (N/A)**

## 1.9 **Special Public Involvement Requirements**

### 1.9.1 **Small Group Meetings**

The **CONSULTANT** will be available to conduct up to two (2) meetings with organizations interested in this study. These meetings / presentations may be made to local entities, informal homeowners groups, formal homeowner associations or other formal organizations like Citizens Advisory Committees, etc. The **CONSULTANT** will be responsible for all **presentation and handout**

materials, and will provide minutes / summary of each meeting to the COUNTY within five (5) working days.

The CONSULTANT will prepare written responses to all questions not adequately addressed at the meetings and will provide follow-up information necessary to respond to the public's questions and comments.

#### **1.9.2 Board of County Commissioners Hearing**

The CONSULTANT will provide all support necessary for the COUNTY to present the recommended improvement concept to the BCC. The COUNTY will present the project to the BCC for hearing and approval, with assistance from the CONSULTANT.

#### **1.9.3 Newsletter**

The CONSULTANT will prepare two newsletters to be distributed to all members of the mailing list. Further, the newsletter will be hand delivered to all business within 300 feet of any improvement concepts prior to public meeting.

#### **1.9.4 Web Site Maintenance**

The COUNTY will provide the Web Site designed previously in the conceptual feasibility study. The CONSULTANT's server will house the web site with a link to the Seminole County's Citizens First Page. The CONSULTANT will maintain and update the site throughout the study.

### **1.10 Quality Control**

## 2.0 ENGINEERING ANALYSIS AND REPORTS

The **CONSULTANT** shall coordinate and perform the appropriate level of engineering analysis for this project as outlined in Part 1, Chapter 9 of the PD&E Manual and the following sections.

### Data Collection

Immediately following the Notice to Proceed, the **CONSULTANT** shall begin preliminary assessments of the study corridor from an engineering standpoint. This activity consists of verifying the data contained in the Conceptual Feasibility Study Report and collecting additional information and materials relative to the performance of engineering analyzes within the study area. The information should include all data necessary to perform adequate evaluation of the location and design of a transportation facility.

#### 2.1 Field Review

The **CONSULTANT** shall conduct all anticipated field trips needed to verify and collect additional engineering data

#### 2.2 Aerial Photography

Aerial Photography shall be used as a basis for plotting various data necessary for both engineering and environmental analysis, alternative corridor and design studies, and the development of the preliminary plans of conceptual design. Copies of aerial photography are the prime source of information used to convey project considerations to the public at public meetings.

The **COUNTY** will furnish the necessary aerial photography to be used in the study.

#### 2.3 Survey Coordination

This task is for the **CONSULTANT** to coordinate with the survey sub consultant regarding project requirements, review of survey data, and scheduling.

#### 2.4 Existing Roadway Characteristics

The **CONSULTANT** will use the information as described in the Conceptual Feasibility Study Report.

#### 2.5 Existing Structure Characteristics (N/A)

#### 2.6 Traffic Data

The **CONSULTANT** will use the information as described in the Conceptual Feasibility Study Report.

#### 2.7 Crash Data

The **CONSULTANT** will use the information as described in the Conceptual Feasibility Study Report.

**2.8 Existing Signage Inventory (N/A)****2.9 Utilities**

The **CONSULTANT** will use the information as described in the Conceptual Feasibility Study Report.

**2.10 Railroads (N/A)****2.11 Transportation Plans**

The **CONSULTANT** will use the information as described in the Conceptual Feasibility Study Report.

**2.12 Soils**

The **CONSULTANT** will use the information as described in the Conceptual Feasibility Study Report.

**2.13 Base Map**

The **COUNTY** will provide a CADD database that includes existing characteristics. CADD data base information shall be compatible for use on aerial photography used for public hearing presentations, corridor maps, and alternative plans.

**Needs**

The **CONSULTANT** shall establish and/or verify the purpose and need for the project as outlined in Part 2, Chapter 5 of the PD&E Manual.

**2.14 Safety**

The **CONSULTANT** will use the information as described in the Conceptual Feasibility Study Report.

**2.15 Analysis of Existing Conditions**

The **CONSULTANT** will use the information as described in the Conceptual Feasibility Study Report.

**2.16 Development of Needs Statement****Design Analysis**

Utilizing the data collected as part of this scope of work, the **CONSULTANT** shall perform the engineering analysis necessary to complete the project development process. The task of engineering analysis will be ongoing throughout the duration of the project and will be performed with consideration to the results of the environmental impacts analysis.

The **CONSULTANT** shall reevaluate the three conceptual design alternatives as identified in the Conceptual Feasibility Study Report. The reevaluation of the design alternatives shall consider the desires of the community with respect to landscaping, aesthetics, or other special features in order to satisfy the requirements of the Department's policy on Transportation Design for Livable Communities.

**2.17 Corridor Analysis (N/A)****2.18 Traffic Analysis****Design Traffic**

The **CONSULTANT** will use the information as described in the Conceptual Feasibility Study Report.

**Traffic Operational Analysis**

The **CONSULTANT** will reevaluate the traffic operational analysis in the Conceptual Feasibility Study Report provided by the **COUNTY**, and report to the Project Manager concerning apparent inconsistencies. The **CONSULTANT** will provide the Project Manager with support and advice in procuring acceptable revised traffic operational study.

**2.19 Typical Section Analysis**

The **CONSULTANT** will evaluate the information as described in the Conceptual Feasibility Study Report and revise the analysis if necessary.

**2.20 Roadway Design Alternatives**

The **CONSULTANT** will evaluate the information as described in the Conceptual Feasibility Study Report and revise the analysis if necessary.

**2.21 Prepare Concept Plans**

The **CONSULTANT** will evaluate the information as described in the Conceptual Feasibility Study Report and revise the plans if necessary.

**2.22 Drainage Analysis and Pond Siting Report**

The **CONSULTANT** will evaluate the information as described in the Conceptual Feasibility Study Report and revise the analysis if necessary.

**2.23 Structures**

The **CONSULTANT** will evaluate the information as described in the Conceptual Feasibility Study Report and revise the analysis if necessary.

**2.24 Access Management**

The **CONSULTANT** will use the information as described in the Conceptual Feasibility Study Report.

**2.25 Multi-modal Accommodations (N/A)****2.26 Maintenance of Traffic Analysis**

The **CONSULTANT** will evaluate the information as described in the Conceptual Feasibility Study Report and revise the analysis if necessary.

## 2.27 Geotechnical Coordination

The **CONSULTANT** will use the information as described in the Conceptual Feasibility Study Report.

## 2.28 Intelligent Transportation Systems (N/A)

### Comparative Analysis of Alternatives

The **COUNTY** and the **DEPARTMENT** will determine which viable alternative(s) will be evaluated further through the public involvement process and environmental analysis. The possibility exists that the No-Build alternate may be selected at this point.

## 2.29 Comparative Analysis and Evaluation Matrix

After developing the viable alternatives and costs, the **CONSULTANT** will prepare a matrix comparing the impacts and costs of the alternatives evaluated, with a recommendation of the most viable alternative(s). The **CONSULTANT** shall present their recommendations to the **DEPARTMENT** for consideration.

## 2.30 Selection of Preferred Alternative(s)

The **CONSULTANT** shall recommend a preferred alternative(s) based on a review and analysis of all engineering, environmental, and public involvement issues related to the project.

## 2.31 Conceptual Design Plans (Preferred)

The **CONSULTANT** will finalize concept plans for the preferred alternative that include refinements from the BCC hearing.

## 2.32 Identify Construction Segments (N/A)

## 2.33 Value Engineering

VE reviews will be conducted by a Project Review Team of the **COUNTY's** personnel whose purpose will be to consider value improvements to proposed concepts and designs.

Value Engineering will take place prior to the public information meeting and recommendations to the BCC.

After the evaluation of alternative corridors and before the development of viable alternatives, the **CONSULTANT** shall provide the Project Review Team with the materials and information necessary for an effective project review.

The **CONSULTANT** Project Manager and Project Engineer shall meet with the Project Review Team to explain development of initial concepts and the rationale for such.

Provide support and backup information for R/W estimates to include square foot market value for areas which are affected by each proposed conceptual design.

Prepare a construction cost estimate for each corridor alternative developed.

Provide matrix in a VE format which shows the criteria and the weighted impact used by the **CONSULTANT** to make corridor location decisions. Criteria such as safety, operation and public acceptance must be fully documented.

Estimated R/W costs for each alternate based upon recent sales of property in the project area. Categorize as follows:

- R/W to be purchased (no. parcels & cost)
- Construction easements (no. easements & cost)
- Business relocations (no. locations & cost)
- Residential relocations (no. locations & cost)
- Business damages (no. locations & est. cost)
- Aerial photography depicting feasible alternatives with R/W items identified as indicated in item (c), above.

The **CONSULTANT** shall submit data and information, referenced above, in the format of the Draft Preliminary Engineering Report (DPER), for each VE phase review. The DPER is to be submitted to the **COUNTY's** Project Manager two (2) weeks prior to the Project Review Team's review. Copies of each report are to be provided by the **CONSULTANT**, to the **COUNTY's** Project Manager.

**2.34 Construction Cost Estimates**

The **CONSULTANT** will evaluate the information as described in the Conceptual Feasibility Study Report and update the estimates if necessary.

**2.35 Right Of Way Cost Estimates**

The **CONSULTANT** will evaluate the information as described in the Conceptual Feasibility Study Report and update the estimates if necessary. The right of way cost shall include the items as described in Section 2.33.

**2.36 Typical Section Package (N/A)**

**2.37 Design Exceptions and Variances: (N/A)**

**2.38 Preliminary Engineering Report (PER)**

**2.39 Interchange Modification / Justification Report (N/A)**

**2.40 Quality Control**

### 3.0 ENVIRONMENTAL ANALYSIS AND REPORTS

The **CONSULTANT** shall coordinate and perform the appropriate level of environmental analysis for this project as outlined in the PD&E Manual and the following sections.

The **CONSULTANT** shall utilize the Florida Geographic Data Library (FGDL), or other appropriate, database that includes all existing features. This data base information shall be compatible for use on base maps used for public hearing presentations, corridor maps, and alternative plans.

#### Social Impacts

In accordance with Part 2, Chapter 9 of the PD&E Manual, unless otherwise noted.

#### 3.1 Land Use Changes

The **CONSULTANT** will use the information as described in the Conceptual Feasibility Study Report.

#### 3.2 Community Cohesion

The **CONSULTANT** will use the information as described in the Conceptual Feasibility Study Report.

#### 3.3 Community Services

The **CONSULTANT** will use the information as described in the Conceptual Feasibility Study Report.

#### 3.4 Social and Economic Impacts

The **CONSULTANT** will use the information as described in the Conceptual Feasibility Study Report.

#### 3.5 Relocation Potential

The **CONSULTANT** shall collect the data and perform the analysis necessary to complete a Conceptual Stage Relocation Plan for the proposed alternatives.

#### 3.6 Archaeological and Historical Sites

The **CONSULTANT** shall collect data necessary to completely analyze the impacts to all cultural and historic resources by all proposed alternatives and prepare a Cultural Resource Assessment Request Package as described in Part 2, Chapter 12, of the PD&E Manual.

**3.7 Section 4(F) (N/A)****3.8 Visual Impacts and Aesthetics (N/A)****3.9 Utilities and Railroads**

The **CONSULTANT** will evaluate the information as described in the Conceptual Feasibility Study Report and update the data if necessary.

**Natural Impacts****3.10 Wetlands**

The **CONSULTANT** will evaluate the information as described in the Conceptual Feasibility Study Report and update the data if necessary.

**3.11 Conceptual Mitigation Plans (N/A)****3.12 Water Quality**

The **CONSULTANT** will evaluate the information as described in the Conceptual Feasibility Study Report and update the data if necessary.

**3.13 Outstanding Florida Waters, Wild and Scenic Rivers, and Aquatic Preserves**

The **CONSULTANT** will evaluate the information as described in the Conceptual Feasibility Study Report and update the data if necessary.

**3.14 Floodplains**

The **CONSULTANT** will evaluate the information as described in the Conceptual Feasibility Study Report and update the data if necessary.

**3.15 Coastal Barrier Resources (N/A)****3.16 Wildlife and Habitat**

The **CONSULTANT** will evaluate the information as described in the Conceptual Feasibility Study Report and update the data if necessary.

**3.17 Identify Permit Conditions**

The **CONSULTANT** will evaluate the information as described in the Conceptual Feasibility Study Report and update the data if necessary.

**3.18 Farmlands (N/A)****Physical Impacts****3.19 Noise (N/A)****3.20 Air Quality (N/A)**

**3.21 Construction Impact Analysis (N/A)****3.22 Contamination**

The **CONSULTANT** will evaluate the information as described in the Conceptual Feasibility Study Report and update the data if necessary.

**Environmental Reports**

The Environmental Documents prepared by the **CONSULTANT** will comply with the procedures listed in the PD&E Manual, Part 1, and will also follow the format and include content described in Part 2 of the PD&E Manual. The task of documentation includes the preparation of draft and interim reports prepared by the **CONSULTANT** for review and comment upon by the **COUNTY** and the **DEPARTMENT** prior to producing final reports and documents.

**3.23 Class Of Action Determination**

A Programmatic Categorical Exclusion is the expected level of environmental documentation required for this project.

**3.24 Environmental Assessment (N/A)****3.25 Finding of No Significant Impact (N/A)****3.26 Draft Environmental Impact Statement (N/A)****3.27 Final Environmental Impact Statement (N/A)****3.28 Quality Control**

4.0 MISCELLANEOUS SERVICES

4.1 Contract and Project Files

Project Management efforts for complete setup and maintenance, developing monthly progress reports, schedule updates, work effort to develop and execute sub-consultant agreements etc. Progress reports shall be delivered to the COUNTY in a format as prescribed by the COUNTY and no less than 10 days prior to submission of the corresponding invoice. Judgment on whether work of sufficient quality and quantity has been accomplished will be made by the Project Manager by comparing the reported percent complete against actual work accomplished.

Within ten (10) days after the Notice to Proceed, the CONSULTANT shall provide a schedule of calendar deadlines accompanied by an anticipated payout curve. Said schedule and anticipated payout curve shall be prepared in a format prescribed by the COUNTY.

4.2 Project Management Meetings And Coordination

The CONSULTANT shall attend a Notice to Proceed Meeting with COUNTY representatives, where relevant project information will be provided by the COUNTY, along with procedures for administering the contract.

The CONSULTANT shall meet with the COUNTY as needed throughout the life of the project. It is anticipated 3 meetings will be needed. These meetings will include progress and miscellaneous review and other coordination activities with the Department.

4.3 Project Notebook

The CONSULTANT will maintain a Project Notebook to include all project files, maps, sketches, worksheets, all project related correspondences, meeting minutes, and all other documentation not included in the final Preliminary Engineering Report. The CONSULTANT will submit the Project Notebook to the COUNTY at the end of the project.

4.4 Submittals

The CONSULTANT shall provide copies of the required documents as listed below. These are the anticipated printing requirements for the project. This tabulation will be used for estimating purposes, and the Project Manager will determine the number of copies required prior to each submittal.

<u>Engineering Items:</u>	<u>Copies:</u>
Draft Preliminary Engineering Report	3
Revised Draft Preliminary Engineering Report	10
Final Preliminary Engineering Report (3 Signed and Sealed)	10
Conceptual Design Roadway Plan Set	3
Alternative Improvement Concepts (Mounted Aerials)	1
Recommended Improvement Concepts (Mounted Aerials)	1
Right-of-Way Identification Map	2

Environmental Items:

Copies:

**22**

Public Involvement Plan  
Cultural Resource Assessment

3  
10

- Items for BCC Agenda Package
- Evaluation Matrix
  - Recommended Typical Section
  - Project Location Map

15  
15  
15

**In addition to all paper copies listed above, the CONSULTANT shall also submit all reports in PDF format on disks to the COUNTY.**

**----- End of Phase I Scope -----**

## Exhibit A - II

## Intersection of SR 436 and Red Bug Lake Road

<p><b>Phase II :</b></p>	<p><b>Tentative Scope of Services</b>  <b>Final Design &amp; Environmental Permitting</b></p>
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**A. PURPOSE AND INTENT**

Seminole County (**COUNTY**) wishes to select a Professional Engineering Firm (**CONSULTANT**) to provide professional engineering design services in connection the intersection of SR 436 and Red Bug Lake Road consistent with the current County approved *"The intersection of SR 436 and Red Bug Lake Road Preliminary Engineering Report"*.

The purpose of this document to inform prospective **CONSULTANTS** that the **COUNTY** intends to design and construct improvements to the project intersection. This document defines the scope of work and the responsibilities of the **CONSULTANT** and it provides a non-exclusive summary of technical requirements and necessary professional services. Our purpose is to achieve a quality design from competent professionals providing construction and right-of-way acquisition documents.

**B. PROJECT DESCRIPTION**

Intersection/Interchange and related infrastructure improvements to the existing SR 436/Red Bug Lake Road/Winter Park Drive intersection in the City of Casselberry, Seminole County, Florida.

**C. GENERAL PROJECT REQUIREMENTS****1.0 Project Invoicing**

When invoicing, the **CONSULTANT** is to submit an invoicing distribution consistent with the seven (7) primary categories of the Scope of Services. Direct expenses shall be separately listed.

Each month's invoice is to indicate the following minimum data:

- Invoice Number
- Contract amount
- Percent (%) complete for each category (to date)
- Previous percent (%) complete for each category
- An overall project percent (%) complete (to date)
- An overall earned amount (to date)
- Total retainage to date
- The previous invoice amount (incl. retainage)
- Amount earned this invoice
- Less retainage (current invoice)
- Amount due this invoice

**2.0 Consultant Personnel**

The **CONSULTANT's** work is to be performed by the key personnel at the office location identified in the technical/fee proposal submitted by the **CONSULTANT**. Prior to any changes in the indicated

personnel or the **CONSULTANT**'s office-in-charge of the work, as identified in the **CONSULTANT**'s Proposal, these changes will be reviewed and approved by the **COUNTY**.

### **3.0 Project Related Correspondence**

The **CONSULTANT** will furnish copies of all correspondence, telephone memorandums, Fax's, maps, exhibits, etc. between the **CONSULTANT** and any party regarding this project. This information is to be forwarded to the **COUNTY**'s Project Manager within one (1) week of the contact with these parties.

The **CONSULTANT** is responsible for recording and distributing the minutes of all meetings, presentations, etc. pertaining to this project. Upon completion of the study, the **CONSULTANT** shall deliver to the **COUNTY**, in an organized manner, all project files, maps, sketches, worksheets, and other materials used or generated during the study process.

### **4.0 Professional Endorsement**

The **CONSULTANT** will provide the **COUNTY** with a final copy of all design documents with his/her professional endorsement (seal/signature as appropriate) on every sheet of the record print sets, computations, maps, exhibits and any other professional work shown on the endorsed sheets produced by the **CONSULTANT**. The original set of plans shall have the title block placed on each sheet, and the raised seal and original signature shall be placed on the Key Map.

### **5.0 Supplemental Services**

Fees and associated time for completion of additional work that is determined by the **COUNTY** to be extraordinary to the accomplishment or requirements of the original work contemplated in the scope of services may be negotiated as an extension of the man-hour and fee proposal within the approved design services Agreement utilizing man-hour unit price basis from the current fee proposal for similar work. Supplemental work for tasks not contemplated in the Scope of Services can be negotiated as a formal amendment to the original design services Agreement. The executed work order will authorize the additional work to begin.

### **6.0 Legal Proceedings**

The **CONSULTANT** will serve as an expert witness in legal proceedings, if requested by the **COUNTY**. The fee for these services will be established if and when these services are requested.

### **7.0 County Responsibility**

The **COUNTY** shall provide the following:

- Project Manager who will provide administrative and technical coordination for the **COUNTY**
- Relevant design correspondence on file
- Assistance with the application process for environmental permits

### **8.0 Subcontractor Services**

The variety of the professional services required to successfully design the project makes it desirable, if not necessary, for the **CONSULTANT** to subcontract portions of the work (e.g., aerial photography). The **CONSULTANT** is authorized to subcontract these services under the provisions of this document. However, a minimum of 50% of the total contract man-hours specified for work described in the Scope of Services must be performed by the prime **CONSULTANT**. The subcontracting firms must be approved by the **COUNTY** prior to initiation of their work on this project.

Coordination of **SUBCONSULTANT** services is the responsibility of the **CONSULTANT**. The **CONSULTANT** shall be fully responsible for the satisfactory performance of all subcontracted work. All work shall be reviewed by the **CONSULTANT** prior to delivery to the **COUNTY**.

#### D. SCOPE OF WORK REQUIREMENTS

The **CONSULTANT** will provide all necessary professional services for the preparation of construction plans, technical specifications, special provisions, right-of-way documents and mapping, agency permits, bid documents, and related professional services to design the improvements to the intersection of SR 436 and Red Bug Lake Road, as further described within the current County approved "***The Intersection of SR 436 and Red Bug Lake Road Preliminary Engineering Report***".

Final design plans will be prepared consistent with **COUNTY** requirements. The **CONSULTANT** will prepare all documents necessary to successfully permit the project through regulatory agencies, provide right-of-way documents for right-of-way acquisition, and to publicly bid and construct the project according to the design and permits. The final construction design developed by the **CONSULTANT** shall be the best solution to a given problem and not merely an adherence to the minimum FDOT, AASHTO or County standards.

The **CONSULTANT** will submit a **man-hour and lump-sum fee proposal** for the required services, including **SUBCONSULTANT** services and direct expenses. With this proposal, the **CONSULTANT** will provide a Project Schedule, as described in Section 1.2 of Appendix B-1.

The professional services for the design services included within this Scope of Services can be generally grouped into the following seven (7) primary categories:

1. **Administration**
2. **Surveys / Right-of-Way Documents**
3. **Final Design & Specifications**
4. **Environmental & Regulatory Permitting**
5. **Utility Coordination and Relocation**
6. **Local Government, FDOT, & Other Agency Coordination**
7. **Deliverables / Phase Submission Documents**

Please refer to the **Appendix B-1** for a description of each task within these seven (7) elements. These descriptions provide a non-exclusive summary of the specific tasks within this Scope of Services and are the minimum criteria for project performance and execution.

**APPENDIX A-II**  
**Expanded Scope of Services - Phase II**

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## **1.0 Administration**

### **1.1 Project Initiation/Notice to Proceed**

The **CONSULTANT** will prepare for and attend a Kick-off Meeting with the **COUNTY's** Project Manager, staff and others as determined by the **COUNTY**. At this meeting, the **COUNTY** and key members of the **CONSULTANT's** team will set the final parameters for the project.

The executed work order will serve as the Notice to Proceed.

### **1.2 Project Schedule**

As part of the man-hour and lump-sum fee proposal, the **CONSULTANT** will provide a Project Schedule, identifying the timetable for execution and completion of all elements of the Scope of Work. The schedule will identify major tasks, duration and task relationships. An electronic submittal, compatible with **MS Project** is required. This schedule will indicate both projected and actual completion dates. The **CONSULTANT** will send the **COUNTY's** Project Manager an e-mail update of the **MS Project** – compatible schedule monthly.

### **1.3 Project Status Meetings**

The appropriate members of the **CONSULTANT's** team will attend periodic meetings [up to four (4)] with the **COUNTY's** Project Manager and staff to discuss the project's progress, status and other activities. The purpose of these meetings is to maintain clear communication between the **COUNTY** and the **CONSULTANT's** team. The **CONSULTANT** will prepare minutes from these meetings, and distribute these minutes within ten (10) days following each meeting.

The **CONSULTANT** will discuss with the **COUNTY** biweekly, via telephone, the project's progress and issues.

### **1.4 Stakeholder Meetings**

The **CONSULTANT** will be required to meet with various project stakeholders to discuss the project and receive input. The **CONSULTANT** should plan to attend at least four (4) such meetings. The **CONSULTANT** may be called upon to provide maps, plans sheets, audio-visual displays and similar material for these meetings.

### **1.5 Right-of-Way Impact Review**

The **CONSULTANT** is to work through the **COUNTY's** Project Manager with the **COUNTY's** Legal staff to review and evaluate the impact of the design on adjacent properties. The **CONSULTANT** will attend two (2) value review meetings with the **COUNTY** Project Manager and Legal staff.

### **1.6 Newsletters**

The **CONSULTANT** will prepare and send out two newsletters to area residents and interested parties to inform the public of the project's progress.

### **1.7 Web Site**

The **CONSULTANT** will keep the web site developed during the Preliminary Engineering phase updated during the design phase to inform the public of design progress. The web site will include information on issues such as percent complete of design, design schedule, landscaping and the location of the stormwater ponds.

## 2.0 Surveys/Right-of-Way Documents

### 2.1 Right-of-Way Documents

The **CONSULTANT** is to provide the **COUNTY** with Right-of-Way Documents for the project. These documents shall meet or exceed the following requirements:

- 2.1.1 Comply with the Technical Standards for Land Surveyors and Mappers in accordance with Chapter 61G17-6, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.
- 2.1.2 Meet the standards of the latest revisions of the Florida Department of Transportation *Location Survey Manual, Right-of-Way Surveying and Mapping Manual*, unless in conflict with **COUNTY** requirements.
- 2.1.3 The **CONSULTANT** will provide the **COUNTY** with a letter of permission allowing the **COUNTY** to revise the legal descriptions and maps as necessary.
- 2.1.4 The man-hour and lump-sum fee proposal should reflect an estimated 50 right-of-way acquisition parcels. If additional parcels are necessary, the **CONSULTANT** will be reimbursed on a unit price basis derived from the fee proposal. Coordination with the **COUNTY** Road Project Acquisition Manager for parcel documentation is required prior to beginning this work effort.
- 2.1.5 Title searches will be to the earliest public record. Two (2) sets are required and will be submitted with the 90% submittal in the manner as described within these specifications.
- 2.1.6 Final approved maps will, in addition to blueline and mylars, be submitted in the following formats:
  - a. Control & Right-of-Way Surveys will be in Land Development Desktop.
  - b. Legal descriptions on disk, Microsoft Word, 97-R5-2.
  - c. A numbered Point-Plot drawing of all parcels and control points will be prepared and submitted in Land Development Desktop.

### 2.2 Control Surveys

The **CONSULTANT** is to provide the **COUNTY** with Control Surveys for the project. These documents shall meet or exceed the following requirements:

- 2.2.1 The Control Survey will be contained within the right-of-way map in place of the key map. The title block will note Control Survey and the Right-of-Way map cover sheet will note **Right-of-Way Map & Control Survey**. The map will be drawn at a scale of not greater than 1 inch = 200 feet, and will be legible. The Control Survey will meet the Minimum Technical Standards as required in Chapter 616G17-6.005 (4)(A) and contain the following certification on the first sheet of the Control Survey.

*"I hereby certify that to the best of my knowledge and belief this drawing, consisting of sheets \_\_\_\_\_ thru \_\_\_\_\_ is a true, accurate and complete depiction of a field survey performed under my direction and completed on \_\_\_\_\_.*  
*I further certify that said drawing is in compliance with the Florida Minimum Technical Standards for Control Surveys as set forth in Chapter 61G17-6 by the Florida Board of Professional Surveyors and Mappers, pursuant to section 472.027, Florida Statutes."*

- 2.2.2 The Control Survey will be required to be tied to the **COUNTY's** Horizontal Control Network. Network data will be provided by the **COUNTY**. All P.C.P.'s and fractional corners will have State Plane Coordinate Values calculated for them and shown on the Control Survey Point Reference sheet in a tabular form. Vertical control will be based on, tied into the **COUNTY's** Vertical Control Points, and noted on the map.
- 2.2.3 The baseline of survey, as shown on the Control Survey, shall physically exist in the field and have referenced P.C.P.'s at all P.I.s, P.C.s, P.T.s, the beginning and end of the project, and at all side street centerline intersections.
- 2.2.4 The control survey will show all control references both horizontal and vertical.
- 2.2.5 The following surveyor's note shall be contained on the Control Survey:

***"This survey was performed for the purpose of establishing a baseline, locating existing monumentation and placing additional monuments where required. Said data to be used in the preparation of Rights-of-Way maps."***

### **2.3 Right-of-Way Surveys**

- 2.3.1 The survey notes, legal descriptions and maps may become evidence in court and will represent a legal and official map of the corridor and adjoining properties. Consequently, all work and information shall be correct, accurate, supported by field evidence, and shown on the map. The right-of-way survey will contain the following certification:
- "I hereby certify this right-of-way survey, consists of sheets \_\_\_ through \_\_\_ for the specific purpose of surveying, referencing, describing and mapping the right-of-way corridor and adjoining properties for the transportation facility shown and depicted hereon, that said survey was done under my responsible charge and meets the Minimum Technical Standards for Land Surveyors and Mappers as set forth within Chapter 61G17-6, Florida Administrative Code, Florida Statutes."***
- 2.3.2 Right-of-Way Maps will be submitted at 60%, 90% and 100% intervals. Detailed Maps are to be drawn at 1" = 20' scale. Variations of this scale may be acceptable provided all required information is shown in a "legible" format; however, approvals from the **COUNTY's** Project Manager and Quality Assurance Surveyor are required prior to preparation of any non-standard scale map.
- 2.3.3 Field notes and computer printouts will be submitted at the 60% submittal. All field traverse, bench loop runs and sketches depicting stations with point block numbers for data collected information will be kept in bound field book provided by the **CONSULTANT**. These books become the property of Seminole County. Computer printouts of raw and processed electronically collected field data will be bound and have an index that correlates the material to the field book sketch by field book and page. All field books will be certified by the surveyor of record. Additional field notes and computer printout information will be submitted as completed or in the next submittal.
- 2.3.4 All sections through which the corridor or proposed corridor passes will be surveyed in their entirety. All section and 1/4 section corners will be recovered or set and referenced in accordance with the latest addition of the B.L.M. *Manual of Instructions for the Survey of the Public Lands of the United States*. All certified corner records used or new records

to be submitted to D.N.R. will be submitted at 60% for review by the **COUNTY**. All references to be placed outside the limits of construction.

- 2.3.5** Subdivision Blocks adjoining the right-of-way corridor will be mathematically closed and supported by field measurements; found corners to be noted on the Map. All Block corners will be recovered or set in the field and noted on the Map. A Surveyor's Report will be prepared for areas where it is not readily apparent by reviewing the Map as to what corners were held to construct a particular block or tier of blocks.
- 2.3.6** A Surveyor's Report will be required on parcels that present unusual problems (conflicting corners, deed overlaps, hiatus, etc.). This report will include, but not be limited to, sketches, detailed title chronology, plats, tax maps and the surveyor's opinion detailing how the problem was resolved.
- 2.3.7** All underground storage tanks, septic tanks, drainfields and wells must be field located if inside the proposed right-of-way limits or within the limits of construction, and shown in detail with station/offset location on the right-of-way map as well as the construction plans. All above ground improvements must be located within 25' of the proposed right-of-way or limits of construction by station/offset.

## **2.4 Legal Descriptions**

- 2.4.1** All legal descriptions, control survey maps, and right-of-way maps must match verbatim.
- 2.4.2** All descriptions must be supported by a calculation sheet showing the parcel, closure and area.
- 2.4.3** Legal descriptions will be submitted at the ninety (90%) percent level in appropriate files. Each parcel will have a legal size file prepared for it. Contained in this file will be the legal description(s) for the parcel take, Temporary Construction Easements, Permanent Drainage Easements, title work for that parcel and for any parcels that may have been lessed out of a larger tract, calculation sheets, the Surveyor's Report (if any) and any other pertinent data concerning the subject parcel. All these files will be marked with the parcel(s) numbers and placed in a cardboard bankers box for submittal.
- 2.4.4** Three (3) signed and sealed copies of each legal descriptions will be provided by the **CONSULTANT**.
- 2.4.5** The following represents the minimum criteria for legal descriptions:
- a. Strip descriptions are not acceptable. Metes and Bounds descriptions will utilize the format described below.
  - b. At the top of the page include:
    1. Name of Road
    2. R/W Parcel number
    3. Title Search number
    4. Tax I.D. number
    5. Owner's Name
    6. Designation for fee simple or temporary construction easement or permanent drainage easement

- c. Preamble for a Metes and Bounds description shall read "that portion of" and contain recording information of the parent tract including the recording information for any leased out parcels including existing right-of-way unless this information is included within the parent tract deed.
- d. Being more particularly described as follows: This portion of the description should contain calls to superior lines as called for in the parent tract description or as needed (i.e., to the west right-of-way line, to the south line of north ½, to the lot line, to the line described in O.R.B./Page).
- e. Containing "X" amount of square feet if ½ acre or less, acreage if over ½ acre.
- f. "Subject to" only those easements that affect the take, include type and recording information.
- g. Note legal description is not a survey.
- h. Date and surveyor's certifications.
- i. Point of Commencement will be from the closest identifiable corner (Section corner, Subdivision corner, Block corner, Lot corner).

**2.5 Design Surveys**

The **CONSULTANT** shall furnish complete field verified design surveys. The surveys shall include aerial targeting as necessary, wetlands vegetation lines, topography, right-of-way, 50' interval cross sections for plotting purposes, cross sections at driveways with anticipated connection slopes approaching maximum design criteria, physical location of utilities, drainage and base line control, along with surveys necessary for side road connections or upgrading. Should additional field surveys be required to successfully design, permit and construct this project, the **CONSULTANT** is to obtain this information as a fundamental requirement of this scope of services.

The work shall be performed in accordance with the latest edition of F.D.O.T.'s Location Manual, Policy No. 760.001-760.012 and the Minimum Technical Standards for Land Surveying in the State of Florida set forth by the Board of Land Surveyors, Chapter 61G17-6, F.A.C., pursuant to Chapter 472, Florida Statutes. The **CONSULTANT** will bill for a three man crew unless they receive prior **COUNTY** Surveyor approval. Variations in survey methodologies, etc., as required by F.D.O.T., will be permitted if approved by the **COUNTY** Surveyor prior to submittal of man-hour and lump-sum fee proposals. Coordination with the **COUNTY** Surveyor is required prior to beginning this work effort.

**3.0 Final Design & Specifications**

**3.1 Assembly and Evaluation of Data**

The **CONSULTANT** is to collect and evaluate all available and appropriate data for the successful final design of this project. Specifically, and non-inclusively, the **CONSULTANT** will address the following:

**3.1.1 Assembly of Data**

The **CONSULTANT** is to collect and review all available information such as records, maps, surveys, plans, soil investigation reports, utility service system availability data,

zoning classifications, building codes and standards, requirements of all agencies having jurisdiction over the project, and any other information which may have a bearing or impact to the planning, design, approval, permitting, construction and/or operation of this project. The **CONSULTANT** is to review all appropriate **COUNTY** information on this project.

**3.1.2 Regulatory Agencies**

The **CONSULTANT** is to coordinate all necessary and required activities with regulatory agencies throughout the entire design and permitting phases of the project.

**3.1.3 Field Reviews and Surveys**

The **CONSULTANT** is to field review data, including surveys, for consistency with actual field conditions. Further, the **CONSULTANT** is to provide onsite inspections of every parcel of land affected by the project to determine extent of roadway construction impact for integration into the overall design of the project.

The **CONSULTANT** is to evaluate right-of-way and topographic surveys for consistency with design, right-of-way definition and acquisition, and construction requirements of the project, as well as adherence to appropriate standards of professional practice.

**3.1.4 Aerial Photography**

Controlled aerial photography for high quality reproducible plan sheets will be furnished by the **CONSULTANT** in accordance with F.D.O.T. quality standards subject to **COUNTY** approval. The scale for the drainage maps will be 1"=200'.

**3.1.5 Traffic Study**

Phase I – Preliminary Engineering Study (**P.E.S.**) for this project provided the traffic study data that is the basis of the typical section and other design elements of this project. The **CONSULTANT** is to evaluate this information for application in the final design, and to provide for the project's traffic design accordingly. If the **COUNTY** and **CONSULTANT** mutually agree that additional traffic information is warranted, either because of field changes, time or other elements affecting the accuracy of this data, the **CONSULTANT** will provide this data.

**3.1.6 Hazardous Waste / Environmental Assessments**

The **P.E.S.** may have found evidence indicating the presence or the potential for hazardous waste to be within the project area. If this is the case or if as the project progresses, the **CONSULTANT** observes an indicator of hazardous waste, the **CONSULTANT** is to work with the **COUNTY** (and others if necessary) to address this issue. Further, the **CONSULTANT** is to determine the affect of this on the progress of the project and advise the **COUNTY** appropriately.

**3.1.7 Archeological Investigation(s)**

The **P.E.S** may have uncovered information indicating the presence of archeological evidence of concern to the **COUNTY**. If this is the case or if during the design and permitting of this project an archeological presence becomes an issue, the **CONSULTANT** is to work with appropriate **COUNTY** personnel (and others if necessary) to address this issue. Further, the **CONSULTANT** is to determine the affect of this presence on the progress of the project and advise the **COUNTY** appropriately.

### 3.1.8 Soils Survey / Geotechnical Investigations

The **CONSULTANT** is to provide the necessary soil survey and analysis for the project design. The results of the soils survey will be analyzed, posted and summarized appropriately on the cross-sections and applicable plan sheets consistent with F.D.O.T. requirements. This analysis will include design recommendations for roadway fill, structure foundation, alternate culvert materials and other design and construction elements.

Further, the soils investigations will include all required soil parameters necessary to design and construct the roadways, drainage systems, including surface water management systems, utility installations, bridges, culverts, etc.

### 3.1.9 Preliminary Drainage

The **CONSULTANT** is to evaluate the project's overall drainage situation. The concern is to identify at the earliest possible stage the need to address large-scale drainage issues and/or issues of significance to the project. The **CONSULTANT** is to review these matters with the **COUNTY** early in the progress of the final design.

### 3.1.10 Environmental Issues

The **CONSULTANT** is to evaluate the project's overall impact to the environment, specifically addressing elements requiring agency permitting and right-of-way acquisitions. The purpose is to identify at the earliest possible stage the need to address the critical path(s) of design elements related to these issues. The **CONSULTANT** is to review these matters with the **COUNTY** early in the progress of the final design.

## 3.2 Drainage Design

### 3.2.1 Drainage: Mapping & Design

The **CONSULTANT** is to provide for the drainage basin/sub-basin mapping and design sufficient to meet **COUNTY**, State and Federal standards, as well as State and Federal regulatory agency permit requirements.

3.2.1.1 The project must meet the following minimum requirements:

- a. Seminole **COUNTY**'s Land Development Code, including Appendix B;
- b. St. Johns River Water Management District rules and regulations;
- c. Other State and Federal rules and regulations.

3.2.1.2 Before or at the 60% submission, the **CONSULTANT** is to obtain **COUNTY** approval for the conceptual layout and design for all stormwater management facilities (**SWMF**). The **CONSULTANT** is to submit the following minimum information at this time:

- a. Large-scale mapping of all drainage elements affecting the design of the project, including basin and sub-basin delineations on a scaleable, readable, contoured map;
- b. Definable locations of the **SWMF** on a scaleable graphic including parcel identification information;
- c. Brief narrative on availability of land, zoning, current use, future use (Comp. Plan), environmental issues, if any, estimated construction costs, and other relevant data to adequately review and evaluate the proposed **SWMF** location.

### 3.3 Construction Plan Preparation

Roadway and Utility design will be based on the best interest of the public and benefits to the health, safety and welfare of the citizens of Seminole County.

The **CONSULTANT** is to provide all necessary and required construction plans for the successful design and construction of the project. Each contract plans package and its component parts will be prepared in accordance with **COUNTY** and/or F.D.O.T. standards, policies, procedures, memorandums and directives. Design work will comply with the *Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways*, latest non-metric edition, *Seminole County Consultants Informational Guidelines for Projects*, and F.D.O.T.'s standards with deference to **COUNTY** policy, procedures and specifications. Exceptions to these standards may be permitted, but must be pre-approved by the **COUNTY** prior to submittal of man-hour and technical proposals.

Each contract plans package shall be accurate, legible, complete in design, suitable for public bidding purposes and drawn to scales acceptable to the **COUNTY** and in a format acceptable to the **COUNTY**. For recommendations concerning the plans preparation the **CONSULTANT** should refer to the latest non-metric editions of the F.D.O.T.'s *Roadway Plans Preparation Manual, Volumes I & II, Standard Specifications for Road and Bridge Construction, Roadway and Traffic Design Standards, Right-of-Way Engineering Manual* and other applicable manuals as determined by the **COUNTY**'s Project Manager. Usage of CADD or F.D.O.T. CADD criteria in general is not mandatory. It is the **CONSULTANT**'s responsibility to acquire and utilize the necessary F.D.O.T. manuals that are required to complete the project design.

The project must meet the following minimum plans and documentation requirements:

a. **Plan sets:**

1. Cover / Key Sheet
2. Summary of Pay Items
3. Drainage Maps (1"=200' maximum scale, with contours)
4. Typical Sections
5. Summary of Quantities
6. Box Culvert Data Sheet
7. Summary of Drainage Structures (Includes invert elevations)
8. Project Layout
9. Roadway Plan & Profiles (1"=20' maximum scale)
10. Special Profiles
11. Back of Sidewalk Profiles
12. Intersection Layouts (1"=10' maximum scale)
13. Stormwater Management Facilities (Plan views, Sections, etc.)
14. Drainage Detail Sheets
15. Lateral Ditch Plan & Profiles (scale varies)
16. Lateral Ditch Cross Sections (scale varies, prefer 1"=2' by 1"=5')
17. Erosion Control Sheets (NPDES Sheet)
18. Soils Survey Data Sheets
19. Signing and Pavement Marking Plans
20. Signalization Plans
21. Roadway Cross Sections Sheets (scale 1"=2' or 5' by 1"=10', 20' 40', 50')
22. Traffic Control Data Sheet
23. Utility Adjustment Sheets

b. **Design Documentation Report:**

Technical criteria, strategic decisions, project influences and processes employed in the execution of project design and plans preparation are to be memorialized in a bound document submitted to the **COUNTY**. The purpose is to provide a chronicle of the strategies, decision and events that lead to the preparation of the final construction documents. At a minimum, the **CONSULTANT** is to provide the following documentation:

1. Design criteria (highway, pavement, traffic, structural, drainage, etc.)
2. Horizontal geometry
3. Vertical geometry
4. Capacity analysis
5. Drainage computations
6. Environmental elements and permitting
7. Bridge computations (if applicable)
8. Structural analysis / design computations
9. Quantity computations
10. Computerized information (provide in a format compatible with **COUNTY**)
11. Review comments and responses
12. Agency coordination
13. Utility coordination
14. Meetings, telephone conversations, correspondence

**3.4 Structural Plans Preparation**

The **CONSULTANT** is to provide all necessary and required structural design and plans preparation either as a direct element of the design or incidental to the design. These plans will be prepared consistent with FDOT's *Roadway Plans Preparation Manual, Volumes I & II*. (current English version), and FDOT's Structures Design Office's *Standard Drawings*. If required by the **COUNTY**, the graphical representation of these plans may need modification to provide clarity and presentation acceptable to the **COUNTY**. All structural design is to be professionally endorsed by professional regularly practicing within the field of structural engineering.

**3.5 Intersections, Project Termini Design & Driveways**

The **CONSULTANT** is to provide all necessary design and special detailing required to adequately detail improvements to intersections, terminus points and driveways within the project area.

**3.6 Special Design Considerations (Optional)**

The **CONSULTANT** may be responsible for the preparation and design of utility location mapping and/or relocation construction plans for Seminole County utilities or other utilities affected by the roadway design plans.

**3.7 Signing and Pavement Marking Plans**

The **CONSULTANT** is responsible for the preparation and design of a complete set of signing and pavement marking plans in compliance with the latest (non metric) F.D.O.T. Standards, the *M.U.T.C.D.*, and the "*Sign/Marking Standards for Older Road Users Program Compliance*" for the project. These plans will be included as a component part of the contract plans set and shall include all necessary side street signing and striping necessary for the safe and effective operation of vehicles and pedestrians on or crossing the roadway.

Phase submittals for engineering review will be in accordance with the requirements for construction plans and submitted at 60%, 90% and 100% completion stages.

### **3.8 Traffic Signal Plans**

The **CONSULTANT** is responsible for the preparation and design of a complete set of traffic signal plans for the roadway. These plans will include complete signalization package for mast-arms design and permanent count stations (where needed). The plans will include conduit and cable for signal interconnect and fiber-optic communication. The design will be in accordance with the latest (non-metric) F.D.O.T. and **COUNTY** Standards and Specifications. All equipment specified in plans will be fully compatible with Seminole County's Computerized Signal System. The **CONSULTANT** is responsible for the foundation design of the mast-arms, and will be included in the structural drawings. The design will be signed and sealed by a Professional Engineer in the State of Florida. The **COUNTY** has formally adopted FDOT Standard " Advance Loop" placement criteria. These plans are a component part of the contract plans set. Phase submittal for review of signal plans is requested on a 3 1/2" or a CD in a format compatible with **COUNTY**'s current software .

Phase submittal for engineering review will be in accordance with the requirements for construction plans and submitted at 60%, 90% and 100% completion stages.

### **3.9 Lighting Plans**

At the **COUNTY**'s request, the **CONSULTANT** will provide a complete set of lighting plans.

### **3.10 Landscaping and Irrigation Plans**

The **CONSULTANT** shall be responsible for the preparation of a complete set of landscaping and irrigation plans incorporating Seminole County's Technical Specifications and Standards for Roadway Landscaping (Current Edition).

Phase submittal for engineering review will be in accordance with the requirements for preliminary construction plans and submitted at 60%, 90% and 100% completion stages.

### **3.11 Standard Specifications and Special Provisions**

3.11.1 The **COUNTY** uses FDOT's "*Standard Specifications for Road and Bridge Construction 1991*", the "*Supplemental Specifications to the 1991 Standard Specifications for Road and Bridge Construction, 1994*", and all technical memorandum and addenda henceforth for the standard specification on roadway and bridge construction.

3.11.2 The **CONSULTANT** is responsible to provide all Special Provisions necessary for the successful construction of the project. These Special Provisions are to be prepared in the same and complimentary format as the referenced standard specifications.

3.11.3 The **COUNTY** reserves the right to reject any special provision specification deemed inadequate for the project.

### **3.12 Environmental Impacts and Solutions**

When the project's design requires solutions to environmental impacts, the **CONSULTANT** will be responsible to address these issues. The **COUNTY**'s first choice is to avoid these impacts; however, where necessary, solutions will be required by the **CONSULTANT**.

- 3.12.1 The **CONSULTANT** will obtain authorization from the **COUNTY** prior to initiation of these services. Compensation for professional fees for this work will be negotiated as supplemental services to the existing design services Agreement using man-hour unit prices from the current Agreement.
- 3.12.2 When authorized by the **COUNTY**, the **CONSULTANT** will provide all necessary professional services to achieve the required agency approvals and permits.
- 3.12.3 All solution strategies will be reviewed with the **COUNTY** prior to review with regulatory agencies.
- 3.12.4 The **CONSULTANT** will also provide legal descriptions and sketches of any mitigation area and mitigation plans (if determined necessary by the appropriate jurisdictional agencies).
- 3.13 Engineer's Estimate of Probable Construction Costs and Quantity Computation**  
The **CONSULTANT** will prepare preliminary estimates of probable construction costs with unit prices based on current F.D.O.T. estimates and pay items.
- 3.13.1 These estimates will be provided at the 90% and 100% phase submittals of the final construction plans. A "final" estimate will be provided when professionally endorsed plans are delivered to the **COUNTY**.
- 3.13.2 The **CONSULTANT** will prepare a Summary of Pay Items plan sheet to be incorporated as part of the final construction plans.
- 3.13.3 The **CONSULTANT** will prepare and submit a complete Quantity Computation Book, listing all quantities and their related calculations for the project. Computer and/or written computations must conform to the F.D.O.T.'s general format as outlined in the current ***Basis of Estimate Manual and Computation Manual***. The final Quantity Computation Book will be included in the design documentation report.
- 3.13.4 The **CONSULTANT** will submit to the **COUNTY** any necessary copies of quantity computations requested for review. "Color-coded" plan view prints will be included within the computation book as back up to the computations.
- 3.14 Maintenance of Traffic**  
The **CONSULTANT** is responsible for providing a construction design conducive to safe maintenance of traffic for vehicles and pedestrians.
- 3.14.1 The **CONSULTANT** will prepare a Traffic Control Data Sheet (T.C.D.S.) for inclusion as part of the roadway plans. The intent of the T.C.D.S., as prepared by the **CONSULTANT**, is to provide adequate minimum requirements and direction to the construction contractor regarding specific project and construction plan conditions, and to enable the contractor to prepare a detailed maintenance of traffic plan for approval by the **COUNTY** prior to construction beginning.
- 3.14.2 The T.C.D.S. will explain the following:
- Recommended construction phasing intent
  - Special construction techniques, methodologies, materials or sequencing of events
  - Unusual or extraordinary typical section applications
  - Unique traffic conditions or access requirements

e. And other conditions known to the **CONSULTANT** that would positively or negatively affect the preparation of the detailed maintenance of traffic plan by the roadway contractor.

**3.14.3** The T.C.D.S. will include, as a minimum, the following:

- a. General notes
- b. Graphical and written phasing typical sections
- c. Graphical and written description of requirements at intersections and major driveways within the project
- d. An erosion sediment control plan approved by SJRWMD for use throughout the different construction phases of this project. This document is also to be used in conjunction with the MOT plans.

#### **4.0 Environmental & Regulatory Permitting**

The **CONSULTANT** is required to submit complete permit applications, respond to Requests for Additional Information and provide all necessary follow up information for all permits necessary to successfully design and construct the project.

##### **4.1 St. Johns River Water Management District (District) and Army Corps of Engineers (ACOE)**

Environmental permitting through the District is a requirement of the District and a significant element of this project. The **CONSULTANT** is to actively involve the **COUNTY's** Project Manager in all permitting activities involving the District including pre-application conferences, RAI meetings, field meetings, Board of Governor meetings, etc.

**4.1.1** The **CONSULTANT** is responsible for early identification of all potential permitting issues.

**4.1.2** The **CONSULTANT** is to coordinate with the District and any other regulatory agencies having jurisdiction to assure that design efforts are properly directed toward permit requirements.

**4.1.3** The **CONSULTANT** will prepare a complete permit package necessary to construct the project, including site and system design information and mitigation plans required by and acceptable to the District and all other regulatory agencies.

**4.1.4** The **CONSULTANT** will professionally endorse the permit package(s) for District permitting and any regulatory agency exercising jurisdiction with the **COUNTY** as applicant. The **CONSULTANT** is responsible for permit package submittal, agency coordination and for all the information necessary to secure permits from these regulatory agencies. The **COUNTY** will provide the permitting fees.

##### **4.2 Florida Department of Environmental Protection (FDEP)**

At this juncture, we do not anticipate any site condition on this project that would initiate jurisdictional authority by the Florida Department of Environmental Protection (FDEP). However, if FDEP jurisdiction is exercised, the **CONSULTANT** is responsible to address their issues and pursue appropriate resolutions. Compensation for professional fees for this work will be negotiated as supplemental services to the existing design services Agreement using man-hour unit prices from the current Agreement.

#### 4.3 NPDES

The **CONSULTANT** is responsible to obtain appropriate permits, notices, clearances, etc. from the Environmental Protection Agency (or State of Florida if delegated) regarding the construction of this project.

#### 4.4 Florida Fish and Wildlife Conservation Commission (FFWCC)

The **CONSULTANT** is responsible for obtaining appropriate permits, notices, clearances, etc. from the FFWCC regarding the construction of this project. In particular, a gopher tortoise permit may be required.

### 5.0 Utility Coordination and Relocation

Coordination of existing and proposed utilities is of critical importance to the cost and overall success of the project. The **CONSULTANT** is to contact all utility companies and local governments having facilities within the project area and obtain necessary information on their existing and proposed facilities. The **CONSULTANT** is to coordinate design activities with the respective utility companies/local governments and **COUNTY** Project Manager.

The **CONSULTANT** is responsible to accurately reflect the information provided by these utilities. When necessary for the accuracy of the design, the **CONSULTANT** will obtain actual field horizontal and vertical locations, coordinating this effort through respective utility companies/local governments. The **CONSULTANT** will field verify vertical and horizontal location data on existing utilities prior to the final design of project to avoid unnecessary conflicts. The field verification of vertical and horizontal positions will be at intervals not to exceed 200', including all valves, changes in direction and structures. Accuracy shall be within 0.2 of a foot horizontally and vertically. The mapping work described in this section does not include normal design survey utility work specified in the Design Survey and the Utilities sections.

The **CONSULTANT** will evaluate relocations, abandonments, adjustments, or facilities to remain in place for impact to design elements of the project.

#### 5.1 Early Coordination

The **CONSULTANT** will submit two (2) sets of plans to each entity for verification of respective utility locations after the initial field survey is plotted and field reviewed. One set should be marked up and returned to the **CONSULTANT**.

#### 5.2 Coordination at 60% Plans

The **CONSULTANT** will prepare 60% plans showing existing utilities. Following **COUNTY** review and plan adjustment, the **CONSULTANT** will submit two (2) sets of plans to these groups for review and markup. One set should be marked up and returned to the **CONSULTANT**.

Upon return of these markups, the **CONSULTANT** is responsible to prepare a complete **Utilities Adjustment Plan** for the project as part of the roadway design process. This work includes coordination with public and private utility companies for the location and design of their pre-construction (existing) and post-construction (relocated) utilities.

#### 5.3 Coordination at 90% Plans

At the time of the 90% submittal, the **CONSULTANT** will contact these groups again and send two (2) sets of the 90% plans for review and markup. One set should be marked up and returned to the **CONSULTANT**.

Additional submissions and coordination are at the discretion of the **CONSULTANT**. The **CONSULTANT** may request that the utility companies provide an electronic copy of any corrections.

## **6.0 Local Government, FDOT, Other Agencies Coordination**

Coordination with local governments, public agencies and others is of critical importance to the overall success of the project. Accordingly, the **CONSULTANT** is responsible to coordinate all design activities with these groups to ensure adequate opportunity on their behalf to address design and construction issues.

The **CONSULTANT** is responsible to contact each local government, FDOT (if applicable), and other known agencies having an interest in this project. The **CONSULTANT** is to coordinate their interest with the design of the project, as necessary, to work towards solutions acceptable to the **COUNTY** and these groups.

Contact with these groups is to occur at the 60% and 90% stages of design completion, and with a set of "final" plans delivered to these groups after the **CONSULTANT** has professionally endorsed the final plans. One (1) plan set is to be delivered to each group for review and comment at each submission stage.

## **7.0 Deliverables / Phase Submission Documents**

The **CONSULTANT** will submit Final Design Plans and support documents to the **COUNTY** for review and approval at specific junctures. Each plan set submitted will have the percentage complete for that submittal clearly indicated on the first sheet of each set of plans.

### **7.1 Line and Grade Documents Submission (2 week COUNTY review)**

- Six (6) sets of prints: horizontal and vertical geometry, typical sections, and cross sections at 500 feet (or as needed)

### **7.2 60% Design Documents Submission (3 week COUNTY review)**

- Six (6) sets of prints (Construction Plans)
- One set of reproducibles (Construction Plans)
- Preliminary estimate of probable construction cost
- Preliminary Drainage Computations (**SWMF** layout / big picture information)
- 60% signed checklist
- A detailed utility conflict letter based upon the preliminary drainage design

### **7.3 90% Design Documents Submission (3 week COUNTY review time)**

- Six (6) sets of prints (Construction Plans with Right-of-Way Maps)
- One set of reproducibles (Construction Plans)
- Preliminary estimate of probable construction cost
- Final Right-of-Way maps
- Final Drainage Design and documentation (with maps, comps, etc.)
- 90% signed checklist

### **7.4 100% Design Documents Submission (3 week COUNTY review time)**

- Six (6) sets of prints (Construction Plans with Right-of-Way Maps)
- One (1) set of reproducibles (Construction Plans)
- Two (2) final cost estimates
- Two (2) sets of bid forms  
(Provide forms on 3½" disk or CD, Microsoft Office / Microsoft Word v 6.0 compatible)

- Two (2) Design Documentation Reports
- Contract Documents and Specifications
- 100% signed checklist

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#### **7.5 Final Deliverables (after COUNTY has approved 100% plans)**

- Two (2) sets of the signed and sealed Construction Plans on non-thermal reproducible mylars
- One half-size bond set, signed and sealed

#### **7.6 General Phase Submission Comments**

- 7.6.1 All plan submittals, except right-of-way and drainage maps, will half size prints.
- 7.6.2 When aerial photography is used as a base, the half-size prints will be halftone, clear, Photo-Mechanical Transfers (PMT's) or equivalent quality.
- 7.6.3 As a minimum, phase submittals to the **COUNTY** will be in accordance with the current F.D.O.T. Plan Preparation Manual (non-metric) information content requirements including a written response to previous **COUNTY** review comments.
- 7.6.4 Phase submittals of construction plans shall not be considered complete if applicable individual component parts, such as signals, signing and pavement markings, utility adjustments, bridge plans, etc., are not included with the submittal.
- 7.6.5 If the **COUNTY** determines that the phase submittal is incomplete, the **CONSULTANT** is to pick-up the submittal, make it complete and resubmit. The **COUNTY** may require additional data if determined by individual project requirements.
- 7.6.6 Phase submittals of Construction Plans, Drainage Computations or Right-of-Way Maps will not be considered representative of the percent complete indicated until they have been reviewed and accepted by the **COUNTY**.
- 7.6.7 In addition to the required phase submittals, upon request, the **CONSULTANT** will furnish copies of miscellaneous plan sheets and plan sets (10 sets anticipated) for the **COUNTY** and other agencies to review throughout the design process.
- 7.6.8 Any electronic design files submitted will be in AutoCAD Version 2000.
- 7.6.9 Right of Way Map submittals will be made as described in Section 2.0.

— End of Phase II Scope —

## Exhibit A – III

## Intersection of SR 436 and Red Bug Lake Road

<b>Tentative Scope of Services</b> <b>Phase III: Post Design Services</b>
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**A. PURPOSE AND INTENT**

Seminole County (**COUNTY**) wishes to select a Professional Engineering Firm (**CONSULTANT**) to provide professional engineering post design services in connection with the design and construction of the improvements to the intersection of SR 436 and Red Bug Lake Road.

This document defines the scope of work and the responsibilities of the **CONSULTANT**. Our purpose is to achieve quality post design services from competent professionals in order to satisfactorily complete construction. These services are intended to address changed conditions or services not covered that occur following acceptance of final plans, including changes required as part of right of way acquisition. These services are not intended for instances of **CONSULTANT** error and/or omissions.

**B. PROJECT DESCRIPTION**

Intersection/Interchange and related infrastructure improvements to the existing SR 436/Red Bug Lake Road/Winter Park Drive intersection in the City of Casselberry, Seminole County, Florida.

**C. SCOPE OF WORK REQUIREMENTS**

The following descriptions provide a non-exclusive summary of the specific tasks within this Scope-of-Services and are the minimum criteria for project performance and execution. The **COUNTY** will issue work orders on an as needed basis. The **CONSULTANT** is responsible to provide the following required professional services as requested:

**1.0 Plans and Right of Way Documents Update and Maintenance**

The **CONSULTANT** shall perform engineering analyses and/or make revisions to the plans, right of way maps, legal descriptions and special provisions, as requested by the **COUNTY**, to reflect additions, deletions and/or modifications prior to and subsequent to construction advertising. Whenever the plans or Right of Way Maps are revised, the **CONSULTANT** shall submit two (2) sets of signed and sealed half size prints of the revised sheets and one (1) set of the revised reproducible. The Right of Way maps and drainage maps will be full size.

**2.0 Construction Assistance**

The **CONSULTANT** shall provide to the **COUNTY** qualified representation during the construction phase concerning the intent and interpretation of the construction plans and documents. Should changed conditions be encountered in the field and when requested by the **COUNTY**, the **CONSULTANT** shall respond in a timely manner with suitable engineering solutions which take into account the changed conditions.

On site appearance of **CONSULTANT** shall be made during construction at the written request of the **COUNTY**.

From time to time during construction, the **COUNTY** may request the **CONSULTANT** to review contractor proposed field changes or to respond with a recommended solution to remedy particular field situations not covered by the plans and specifications.

### **3.0 Permit Updates**

The **CONSULTANT** shall provide valid permits extending through construction. The **CONSULTANT** shall apply for and provide the necessary information to modify, extend or renew required permits, prior to or subsequent to construction advertising.

### **4.0 Review Structural Shop Drawings**

The **CONSULTANT** shall review structural shop drawings during construction as needed.

### **5.0 Survey Update**

If requested, the **CONSULTANT** shall provide additional field survey updates prior to and during the construction contract.

### **6.0 Web Site Updates**

The **CONSULTANT** will maintain and update as needed the web site previously developed for this project. The web site will include information such as the project scope, schedule and progress.

### **7.0 Newsletters**

The **CONSULTANT** will prepare and send out a newsletters to inform the public of when construction will begin, general project information and construction contacts. The newsletter will be sent to all those on the mailing list.

EXHIBIT "B"

WORK ORDER  
FOR  
ENGINEERING SERVICES AGREEMENT (PS-5140-03/BJC)  
INTERSECTION OF S.R. 436 AND RED BUG LAKE ROAD

WORK ORDER NO.: SAMPLE  
PURCHASE ORDER NO.: \_\_\_\_\_ (For billing purposes only, to be assigned by COUNTY after execution.)  
PROJECT:  
COUNTY: SEMINOLE COUNTY, a political subdivision of the State of Florida.  
CONSULTANT: URS CORPORATION  
CONSULTANT'S ADDRESS: 515 E. Robinson Street, #245 Orlando, Florida 32801-1949

Execution of the Work Order by COUNTY shall serve as authorization for the CONSULTANT to provide for the above project, professional services as set out in the Scope of Services attached as Exhibit "A," to that certain Agreement of \_\_\_\_\_ between the COUNTY and the CONSULTANT and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

- [ ] DRAWINGS/PLANS/SPECIFICATIONS
- [ ] SCOPE OF SERVICES
- [ ] SPECIAL CONDITIONS
- [ ] \_\_\_\_\_

The CONSULTANT shall provide said services pursuant to this Work Order, its attachments and the above-referenced Agreement which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TERM: This Work Order shall terminate upon completion of the Scope of Services or \_\_\_\_\_ from the date of execution, whichever comes first.

**METHOD OF COMPENSATION:**

(a) This Work Order is issued on a:

- FIXED FEE BASIS
- TIME BASIS METHOD WITH A NOT-TO-EXCEED AMOUNT
- TIME BASIS METHOD WITH A LIMITATION OF FUNDS AMOUNT

(b) If the compensation is based on a "Fixed Fee Basis," then the CONSULTANT shall perform all work required by this Work Order for the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_). In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then the CONSULTANT shall perform all work required by this Work Order for a sum not exceeding \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_). The CONSULTANT's compensation shall be based on the actual work required by this Work Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then the CONSULTANT is not authorized to exceed the Limitation of Funds amount of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_ ) without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The COUNTY shall compensate the CONSULTANT for the actual work performed under this Work Order.

Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than

the CONSULTANT to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the COUNTY.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Work Order on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purposes stated herein.

ATTEST:

URS CORPORATION

\_\_\_\_\_  
, Secretary

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

(CORPORATE SEAL)

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

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

For use and reliance  
of Seminole County only.  
Approved as to form and  
legal sufficiency.

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

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

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EXHIBIT C  
RATE SCHEDULE