

19. Approve ranking list for PS-5125-02/BJC – Design and Environmental Permitting Services for Cross Seminole Trail South – Phase III project and award an agreement to Reynolds, Smith & Hills, Inc., Orlando (Not-to-Exceed \$175,000.00).

PS-5125-02/BJC will provide for professional design services for the Cross Seminole Trail North – Phase III project. Improvements will include the existing Cross Seminole Trail Corridor between Red Bug Lake Road and Franklin Street East, approximately 2.3 miles. The Scope of Services will also include a 15' wide paved multi-use trail and a 6-8' wide un-paved trail for hiking and equestrian use located on the north and west side of the corridor.

This project was publicly advertised and the County received six (6) submittals (listed in alphabetical order):

- CPH Engineers, Sanford;
- Dyer, Riddle, Mills & Precourt, Inc., Orlando;
- Inwood Consulting Engineers, Orlando;
- Keith & Schnars, P.A., Altamonte Springs;
- Reynolds, Smith & Hills, Inc., Orlando; and
- Wilbur Smith Associates, Orlando.

Dyer, Riddle, Mills & Precourt, Inc., Orlando and Inwood Consulting Engineers, Orlando withdrew their firms from further consideration for this project. The Evaluation Committee, which consisted of Kimberly Dixon, P.E., Principal Engineer; Joe Gasparini, Parks & Recreation Manager; David Martin, P.E., Principal Engineer; Jerry McCollum, P.E., County Engineer and Frank Van Pelt III, CPM, Principal Engineer evaluated the submittals.

The Evaluation Committee interviewed all of the remaining firms, listed in alphabetical order:

- CPH Engineers, Sanford;
- Keith & Schnars, P.A., Altamonte Springs;
- Reynolds, Smith & Hills, Inc., Orlando;
- Wilbur Smith Associates, Orlando.

Consideration was given to the following criteria:

- General professional experience and qualifications;
- Specific professional experience for this work;
- Proposed use of sub-consultants;
- Project manager's proposed approach;
- Qualification of proposed project manager;

- Project staff resources;
- Overall quality of interview presentation.

The Evaluation Committee recommends the Board to approve the following ranking, authorize negotiations with the top ranked firm and the second ranked firm, if negotiation with the top ranked firm fail, and award an agreement with the top ranked firm:

1. Reynolds, Smith & Hills, Inc., Orlando;
2. CPH Engineers, Sanford;
3. Wilbur Smith Associates, Orlando;
4. Keith & Schnars, P.A., Altamonte Springs.

This is a budgeted project and funds are available in account number 077533-56068000 (Trails Development 2001, Construction and Design) CIP #DI50291X. Public Works/Engineering and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the ranking and authorize the Chairman to execute an agreement as prepared and approved by the County Attorney's Office with no major deviation in terms and pursuant to the requirements of the Professional Services documents as long as the contract does not exceed \$175,000.00.

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

PS NUMBER: PS-5125-02/BJC

PS TITLE : Design and Environmental Permitting Services
for Cross Seminole Trail South – Phase III

OPENING DATE: August 14, 2002 **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.

POSTING DATE: 8/15/2002

PAGE: 1 of 1

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-
CPH Engineers 500 W. Fulton Street Sanford, FL 32771 Loy L. Crumbley, P.E., Vice President Phone: 407-322-6841 Fax: 407-330-0639	Dyer, Riddle, Mills & Precourt, Inc. 1505 E. Colonial Drive Orlando, FL 32803 Withdrawn Jon Meadows, Vice President Phone: 407-896-0594 Fax: 407-896-4836	Inwood Consulting Engineers 3504 Lake Lynda Drive, Suite 410 Orlando, FL 32817 Withdrawn Andrew D. DeWitt, P.E. Phone: 407-273-3661 Fax: 407-273-3662	Keith & Schnars, P.A. 385 CenterPointe Circle #1303 Altamonte Springs, FL 32701 Vicki L. Smith, Regional Director Phone: 407-834-1616 Fax: 47-834-8530

RESPONSE -5-	RESPONSE -6-		
Reynolds, Smith & Hills, Inc. 3670 Maguire Blvd. Suite 300 Orlando, FL 32792 James R. Avitabile Phone: 407-893-5800 Fax: 407-893-5858	Wilbur Smith Associates 3535 Lawton Road, Suite 100 Orlando, FL 32803 Stephen J. Ferrell, P.E., Associate-in-charge Phone: 407-896-5851 Fax: 407-896-9165		

Opened and Tabulated by: Amy J. Pigott, CPPB, Sr. Contracts Analyst

QUALIFICATIONS/EXPERIENCE:

- Qualifications of firm & subconsultants and their role and participation in multi-disciplinary team approach to this project (20)
- Individuals' educational background and training related to required services (5)
- Related multi-use trail design experience within the last 5 years (20)
- References and past performance related to providing sensitive, high quality services on time and on-budget (20)
- Minority Business Enterprise certification (5)

METHODOLOGY:

- Project Approach including Innovative Concepts (20)

ABILITY TO PERFORM:

- Location of the Firm in charge of this project (5)
- Workload; ability and capacity of the Proposer to perform and comply with required services/scope of services (5)

SHORTLIST MEETING SET FOR: 08/29/2002 –

PRESENTATIONS TO BE SEEN BY: CPH Engineers, Keith & Schnars, P.A., Reynolds, Smith & Hills, Inc., Wilbur Smith Associates – Date 10/03/2002

RECOMMENDATION OF AWARD: Reynolds, Smith & Hills, Inc. – BCC Date: 10/22/2002 (Posted 10/03/2002)

EVALUATION OF PROPOSALS AND PRESENTATION RANKING

PS-5125-02/BJC

Design and Environmental Permitting Services to Cross Seminole Trail South – Phase III
(Red Bug Lake Road to Franklin Street East)

FIRMS	Jerry McCollum County Engineer	Frank Van Pelt III Public Works, Principal Engineer	Joe Gasparini Parks & Recreation Manager	Kimberly Dixon, Public Works, Principal Engineer	David Martin Public Works, Principal Engineer	Total
CPH Engineers	2	3	4	1	2	12
Keith & Schnars, P.A.	4	4	2	4	4	18
Reynolds, Smith & Hills, Inc.	1	2	1	2	1	7
Wilbur Smith Associates	3	1	3	3	3	13

<i>Ranking</i>	<i>Firm</i>
1	Reynolds, Smith & Hills, Inc.
2	CPH Engineers
3	Wilbur Smith Associates

DRAFT

DESIGN AND ENVIRONMENTAL PERMITTING SERVICES AGREEMENT (PS-5125-02/BJC)
CROSS SEMINOLE TRAIL SOUTH - PHASE III

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between Reynolds, Smith and Hills, Inc. duly authorized to conduct business in the State of Florida, whose address is 3670 Maguire Boulevard, Suite 300 Orland FL 32803 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 design and environmental permitting services for Cross Seminole Trail South, Phase III in Seminole County; and

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

WHEREAS, CONSULTANT is competent and qualified to furnish consulting services to the COUNTY and desires to provide its professional services according to the terms and conditions stated herein,

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

SECTION 1. SERVICES. COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A".

SECTION 2. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall commence upon execution of this Agreement by the parties and shall be completed within three (3) years.

SECTION 3. COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement a fee not to exceed the sum of _____ AND NO/100 DOLLARS (\$ \$175,000.⁰⁰). CONSULTANT shall perform all work required by the Scope of Services but, in no event, shall CONSULTANT be paid more than the negotiated fee stated above. Compensation shall be paid to the CONSULTANT at the rates as set forth in Exhibit "B," Rate Schedule, attached hereto and incorporated herein.

(b) Payments shall be made to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. CONSULTANT may invoice amount due based on percentage of total required services actually performed and completed. Upon review and approval of CONSULTANT's invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONSULTANT ninety percent (90%) of the approved amount and retain the remaining ten percent (10%) until completion of all remaining work required by the Scope of Services. If COUNTY determines that all work is substantially complete or that work by subcontractors is substantially complete and the amount retained is considered to be in excess, the COUNTY may, at its discretion, release the retainage or portions of the retainage for all work or the specific retainage of individual subcontractors.

SECTION 4. BILLING AND PAYMENT.

(a) CONSULTANT shall render to the COUNTY, at the close of each calendar month, an itemized invoice, properly dated including, but not limited to, the following information:

(1) The name and address of the CONSULTANT;

(2) Contract Number;

(3) A complete and accurate record of services performed by the CONSULTANT for all services performed by the CONSULTANT during that month and for which the COUNTY is billed;

(4) A description of the services rendered in (3) above, with sufficient detail to identify the exact nature of the work performed; and

(5) Such other information as may be required by this Agreement or requested by the COUNTY from time to time.

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:

Department of Public Works
Engineering Division
520 W. Lake Mary Boulevard, Ste. 200
Sanford, Florida 32773

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

SECTION 5. AUDIT OF RECORDS.

(a) COUNTY may perform or have performed an audit of the records of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT

and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in subsection (b) and of this subsection, and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as required by Section 5(b).

(b) 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 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 subsection (a) of this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 6. RESPONSIBILITY OF CONSULTANT.

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his services.

(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 or of any cause of action

arising out of the performance of this Agreement and the CONSULTANT shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONSULTANT'S performance of any of the services furnished under this Agreement.

SECTION 7. OWNERSHIP OF DOCUMENTS. All deliverable reference data, survey data, plans and reports that result from the CONSULTANT's services under this Agreement shall become the property of the COUNTY after final payment for the specific service provided is made to CONSULTANT. No changes or revisions to the documents furnished by CONSULTANT shall be made by COUNTY or its agents without the written approval of CONSULTANT.

SECTION 8. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect until completion of all review and acceptance work required by the Scope of Services.

SECTION 9. TERMINATION.

(a) The COUNTY may, by written notice to the CONSULTANT, terminate this Agreement, in whole or in part, at any time, either for the COUNTY's convenience or because of the failure of the CONSULTANT to fulfill CONSULTANT's 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 plans, studies, reports, estimates, summaries, and such other information and materials 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. CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by the Agreement.

(c) If the termination is due to the failure of the CONSULTANT to fulfill his Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, the CONSULTANT shall be liable to the COUNTY for 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 out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not limited to, 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 the fault or negligence of the CONSULTANT.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the CONSULTANT had not so failed, the termination shall be 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 in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color,

religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. 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 11. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bonafide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its 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 12. 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 opposite party and only by a document of equal dignity herewith.

SECTION 13. SUBCONTRACTORS. In the event CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, CONSULTANT must secure the prior

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 14. INDEMNIFICATION OF COUNTY. The CONSULTANT agrees to hold harmless, release and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claims, 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 15. INSURANCE.

Please include Auto 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 or failure to disapprove the insurance furnished by CONSULTANT shall relieve the CONSULTANT of the CONSULTANT's full responsibility for performance of any obligation including CONSULTANT's 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 Section. 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) 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:

LIMITS

General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Professional Liability Insurance. The CONSULTANT shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(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 16. 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 and ADR procedures therefor are 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 17. REPRESENTATIVE OF COUNTY AND 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 CONSULTANT, shall designate in writing and shall advise CONSULTANT in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the 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) CONSULTANT shall, at all times during the normal work week, designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

SECTION 18. 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 not 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 19. 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 20. 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 copartners 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 an independent contractor with respect to all services performed under this Agreement.

SECTION 21. 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 22. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONSULTANT not specifically provided for herein shall be honored by the COUNTY.

SECTION 23. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY's obligations under Article 1, 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 1, 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 24. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by 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:

Department of Public Works
Engineering Division
520 W. Lake Mary Boulevard, Ste. 200
Sanford, Florida 32773

FOR CONSULTANT:

RS + H
3070 Maguire Boulevard Suite 300
Orlando FL 32803

SECTION 25. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

SECTION 26. 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 27. CONFLICT OF INTEREST.

(a) The CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The CONSULTANT hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section

112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CONSULTANT to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the CONSULTANT hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

_____, Secretary,

(CORPORATE SEAL)

By: James R. Avitabile
President

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

As authorized for execution by
the Board of County Commis-
sioners at their _____,
20____, regular meeting.

County Attorney

AC/gn/lpk
7/17/02 8/8/02
PS-5125

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Rate Schedule

Exhibit A
CROSS SEMINOLE TRAIL SOUTH III
 Red Bug Lake Road to Franklin Street East
 (Approximately 2.3 miles)

Tentative Scope of Services
Design & Environmental Permitting

The Seminole County Board of County Commissioners (**BCC / COUNTY**) wishes to select a **CONSULTANT** to provide professional design services in connection with the construction of the Cross Seminole Trail South III from Red Bug Lake Road to Franklin Street East, Oviedo.

Section I: Description

Seminole County (**COUNTY**) requests proposals from design firms with experience in the design of Transportation Equity Act for the 21ST Century (TEA-21) funded trail projects for the Cross Seminole Trail North project. The Cross Seminole Trail corridor is owned by the Trustees of the Internal Improvement Trust Fund (TIITF), leased to the Florida Department of Environmental Protection's Office of Greenways and Trails (OGT), subleased to and managed by Seminole County. Improvements to the existing Cross Seminole Trail Corridor between Red Bug Lake Road and Franklin Street East, approximately 2.3 miles (12,144± feet) will include a 15' wide paved multi-use trail and a 6-8' wide un-paved trail for hiking and equestrian use located on the north and west side of the corridor. Additional related infrastructure improvements include drainage, accommodations for intersecting streets, and other access management elements along the abandoned railroad corridor. Additionally, the consultant shall incorporate one rest area on the trail that displays the next Trails Around the World station. This design shall include an exhibit of a famous trail from a different country using interpretive displays, theme related construction, and planting materials, benches, and other features as deemed appropriate. See Appendix A-2 Cross Seminole Trail Map.

The **CONSULTANT** shall determine appropriate materials and methods of construction to create safe use by all user groups. Boardwalks or other structures may be necessary in wetland areas. The paved multi-use trail must accommodate walkers, joggers, bicyclists, inline skaters, etc. The unpaved portion of the trail must accommodate equestrian users, hikers, and off-road bicyclists, etc. Additionally, the **CONSULTANT** shall provide plans for connections to existing bike lanes and sidewalks within a quarter mile of the trail corridor.

The trail corridor begins on the north side of Red Bug Lake Road and will have co-located paved and unpaved trails along the abandoned railroad corridor. The trail corridor is 80' wide in this portion and extends for 6,100'± to the intersection of Lake Jessup Avenue and Clark Street. At the intersection the trail corridor reduces to a width of 50.0' and continues across SR 434, to the eastside of Station Street right-of-way a distance of 1700'±. The corridor then reduces to 45' to the intersection with the north section of the "Lake Charm Branch" a distance of 950'±. The corridor splits with a branch heading northwest for a distance of 1,000'± to Broadway Street (SR 426), across from the Oviedo Trailhead. The other branch heads northeast a distance of 580'± to CR 419. On the north side of CR 419 the corridor expands to 150' in width for 275'± then reduces to 110' in width for 425'±. Then the corridor reduces to 50' in width for a distance of 1,000'± to Franklin Street.

Section II: Intent & Purpose

It is the intent of this document to inform and describe to prospective **CONSULTANT's** the **COUNTY's** scope and purpose for this project. The **COUNTY** intends to improve this corridor and its terminus points to accommodate the construction of a paved and unpaved multi-use trail facility within the existing trail corridor for recreational and transportation purposes. These tasks and documents include preliminary engineering, public involvement, final engineering, and complete contract plans package suitable for bidding and construction purposes of the project in the interest of providing for the safety, health, welfare, alternative transportation opportunity and recreational enjoyment of the public.

Our purpose is to achieve a quality design from competent professionals providing construction documents, leading to construction of this specific trail.

Section III: Consultant Services

The **CONSULTANT** will provide all required and necessary professional services for the preparation of final construction plans (including drainage; maintenance of vehicular, pedestrian and bicycle traffic), traffic signal modifications, signing and pavement marking plans, technical specifications, special provisions, corridor documents, agency permits, bid documents, and related professional services to construct the Cross Seminole Trail between Red Bug Lake Road and Franklin Street East. The **CONSULTANT** shall assemble the component plans into a single contract plan set.

The final construction plans will be prepared consistent with **COUNTY**, **FDOT**, **OGT**, and **TEA-21** requirements and applicable building codes. The **CONSULTANT** will prepare all documents necessary to successfully permit the project through regulatory agencies and to publicly bid and construct the project according to the design and permits. All elements of the project must comply with **FDOT** Local Agency Program (LAP) procedures.

The final construction plans by the **CONSULTANT** shall be the best solution to a given problem and not merely an adherence to the minimum Florida Department of Transportation (**FDOT**), American Association of State Highway and Transportation Officials (**AASHTO**) or **COUNTY** standards.

Appendix A-1 provides a non-exclusive summary of **Expanded Scope of Services** for construction design services. **Appendix A-2** provides a **Cross Seminole Trail Phase III Map**.

Prior to the initiation of any professional services, the **CONSULTANT** will provide a **Schedule of Professional Services & Completion**, attached to the submission as **Exhibit A-1**, delineating the timetable for execution and completion of all elements of the Scope of Work.

The **CONSULTANT** will submit a **lump-sum fee and man-hour estimate** for the required services, including **SUBCONSULTANT** services, direct expenses, etc., attached to the submission as **Exhibit A-2**.

The professional services for the design services included within this Scope-of-Services can be generally grouped into the following nine (9) primary categories:

1. **Administration**
2. **Public Involvement**
3. **Data Collection**
4. **Surveys / Right-of-Way Documents**
5. **Final Design & Specifications**
6. **Environmental & Regulatory Permitting**
7. **Local Government, FDOT, Utility Companies & Other Agency Coordination & Relocation**
8. **Deliverables / Phase Submission Documents**
9. **Post Design Services**

Please refer to the **Appendix A-1** for a description of each task within these nine (9) primary categories. 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-1

Expanded Scope of Services

1.0 ADMINISTRATION

The purpose of the administrative category is to ensure that the COUNTY has a consistent process for administration of projects. Therefore, the CONSULTANT shall follow these activities throughout the project.

1.1 Attend Notice to Proceed / Kick-off Meeting

The CONSULTANT will prepare for and attend a Notice-to-Proceed Meeting or internal Kick-off Meeting with the COUNTY's Project Manager, staff & 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 and formally initiate **Design & Environmental Permitting** of this project.

1.2 Project Schedule

The CONSULTANT will prepare and submit a detailed project schedule identifying major tasks, duration and task relationships. An electronic submittal, compatible with **MS Project** is required. In addition, this **Schedule** is to indicate the proposed professional services fee distribution & drawdown (percent complete) based upon the successful execution of the cumulative professional services. This **Schedule** will indicate both projected and actual completion schedules, and will be updated monthly and/or with each invoicing submission.

1.3 Project Invoicing

When invoicing, the CONSULTANT is to submit an invoicing distribution consistent with the nine (9) primary categories of the Scope of Services (direct expenses integrated into each category). If helpful to the invoicing graphic, a further distribution or breakdown of each primary category is encouraged.

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

- Contract amount
- Percent (%) complete for each category (to date)
- An overall project percent (%) complete (to date)
- An overall invoice amount (to date)
- Amount this invoice
- Less retainage
- The previous invoice amount
- Graphic representation of Time-vs. % Complete (Overall)
(Integration of Invoicing to Project Schedule)
- Two (2) Curves on this graphic: Projected % Complete vs. Actual % Complete

1.4 Consultant / Sub consultant Personnel

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

1.5 Work Progress

- 1.5.1 The **CONSULTANT** will meet with the **COUNTY** monthly, at a time and date to be determined at the Notice-to-Proceed Meeting.
- 1.5.2 The **CONSULTANT** will provide written progress reports, which describe the work performed on each task and the anticipated work accomplishments through the next invoicing period.
- 1.5.3 Progress reports will be delivered to the **COUNTY** concurrently with the monthly invoice.
- 1.5.4 Judgment on the sufficiency of services, quality and quantity, accomplished for the billing period will be made by the **COUNTY** by comparing the reported percent complete against actual work accomplished. The **CONSULTANT** will coordinate with the **COUNTY's** Project Manager regarding invoicing format prior to beginning any professional services. Attention is directed to Section 1.3 regarding invoicing format.
- 1.5.5 The purpose of these meetings is to maintain clear communications 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.

1.6 Project Presentation

The **CONSULTANT** is to provide one (1) public presentation and two (2) briefings, one to **COUNTY** Board of County Commissioners (BCC) and one to the Oviedo City Council, on this project. However, there may be occasions when the **CONSULTANT** will be called upon to make unscheduled presentations or attend meetings not anticipated. Accordingly, the **COUNTY** will attempt to provide at least three days advance notice for these events. Such meetings and presentations may be held at any hours between 7:00 A.M. and 12:00 A.M. (Midnight) on any day of the week. The **CONSULTANT** should plan to attend at least three (3) such meetings. Therefore, the **CONSULTANT** is to budget for six (6) presentations &/or public meetings.

The **CONSULTANT** may be called upon to provide maps, press releases, data sheets, advertisements, audio-visual displays, and similar material for these meetings.

1.7 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 for inclusion in the official records 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.

1.8 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 original signature shall be placed on the Key Map.

1.9 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. In that event, a supplemental notice-to-proceed letter will authorize the additional work to begin.

1.10 Schedules

Within ten (10) days after receiving the Notice-to-Proceed letter, the **CONSULTANT** will provide a detailed schedule with calendar deadlines indicating work phases and key progress events utilizing weekly and/or daily increments and accompanied by an anticipated fee distribution curve. This schedule and anticipated invoicing curve will be prepared in a format prescribed by the **COUNTY** (see Section 1.3 Project Invoicing). The **CONSULTANT** will coordinate these matters with the **COUNTY's** Project Manager. The **CONSULTANT** will provide an updated schedule with each monthly invoice.

1.11 County Responsibility

1.11.1 The **COUNTY** shall provide the following:

- Boundary Survey of the existing corridor at 1"=50', dated December 1996
- Countywide Trails, Greenways, and Bikeways Master Plan
- Seminole County Trail Standards (DRAFT)
- Road & Trail Crossing Traffic Standard, January 1998
- Amenity and signage guidelines and specifications
- TEA-21 Grant applications
- Referendum information
- Commitments from adjacent developers
- OGT Agreements
- FNST Certification

1.11.2 Notice-To-Proceed Meeting

The **COUNTY** will conduct a Notice-To-Proceed meeting with the **CONSULTANT**. The **CONSULTANT** representation should include, as a minimum, the Project Manager, project design engineer, and key SUBCONSULTANTS.

The purposes for this introductory meeting are for:

- a. The **COUNTY** will discuss with the **CONSULTANT** expectations for success of the Project.
- b. The **COUNTY** will discuss the financial and legal administration of the contract.
- c. The **COUNTY** will render all relevant information in the **COUNTY's** possession.

1.12 Subcontractor Services

The variety of the professional service required to successfully design the herein described project makes it desirable, if not necessary, for the **CONSULTANT** to subcontract portions of the work. The **CONSULTANT** is authorized to subcontract these services under the provisions of this document. 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**.

2.0 Public Involvement

The purpose of a public involvement element is to ensure that the community is involved in the project development and decision making process so that the COUNTY can develop a project that not only meets the recreation and transportation needs of the area, but is also supported by the community it serves. All elements of the public involvement phase are to be consistent with Federal Guidelines described in the LAP manual. Therefore, the CONSULTANT will conduct the following public involvement activities throughout the project.

2.1 Public Involvement Plan

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

2.2 Public Involvement Meeting

The CONSULTANT will prepare for one (1) public involvement meeting as described below.

2.2.1 **Public Meeting No. 1 (30% Construction Plans)**

The CONSULTANT shall coordinate and conduct, with the COUNTY's assistance, a public involvement meeting at the 30% Construction Plan Stage. The purpose of this meeting is to inform the community of the CONSULTANT's scope of work and the recommended alignment before briefing the BCC. The CONSULTANT shall present the recommended alignment to the public and respond to their questions and comments.

The meeting shall include a formal presentation followed by a question and answer period. The CONSULTANT will have staff available to respond to questions from the public.

The CONSULTANT will conduct all meetings for the COUNTY and with assistance from the COUNTY to ensure an adequate number of personnel are present. The CONSULTANT will be responsible for all presentation and handout materials, and will provide minutes / summary of each meeting. The CONSULTANT shall 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.

2.3 Board of County Commissioners and City Council Briefing

The CONSULTANT will conduct a briefing on the recommended improvement concept with support from the COUNTY. The CONSULTANT will present the project to the BCC and City Council, with assistance from the COUNTY.

2.4 Coordination Meetings

The CONSULTANT will coordinate and conduct meetings with local entities, Seminole County School Board, and state organizations:

2.5 Small Group Meetings

The **CONSULTANT** shall be available to conduct up to three (3) meetings with organizations interested in this PIP. These meetings / presentations may be made to informal homeowners groups, formal homeowner associations or other formal organizations such as Citizens Advisory Committees, etc. The **CONSULTANT** shall be responsible for all presentation and handout materials, and will provide minutes / summary of each meeting. 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.

These meetings will be held during the early stage of the study to inform these organizations and solicit their input.

2.6 Mailing List

The **CONSULTANT** will prepare a mailing list of interested parties which includes any person or institution expressing an interest in the project, potential permitting or review agencies, elected and appointed officials in the area, community leaders, and media representatives. The list will also contain all adjacent subdivision homeowners and property owners located within 300 feet of any improvement concept.

The Consultant will regularly update the mailing list during the course of the project.

2.7 Newsletters / Notices

The **CONSULTANT** will prepare and distribute two (2) project newsletters, at the beginning of the project, and prior to and announcing the Public Involvement Meeting.

The newsletters will be printed in color on 8 1/2 " x 11" sheets. A minimum of two hundred (200) copies of each edition will be printed. The newsletters will be distributed as needed through the small group meetings, workshops and public meetings, and individual requests.

2.8 WEB Page Creation / Maintenance

The County shall maintain a project page on the County's Trail Web Site. The **CONSULTANT** shall provide the County with project information and a link to the County's website.

2.9 Advertisements / News Releases

The **CONSULTANT** will prepare display advertisements to be posted in the Orlando Sentinel and the Sanford Herald prior to the Public Involvement meeting and the Briefings. The advertisements will be black and white 6 7/16" by 7" (21 column inches).

The **CONSULTANT** will also be responsible for placing the public meeting date on the Seminole County Extra Calendar of events and SGTV.

The **CONSULTANT** will prepare and display signs along the trail corridor every on-half (1/2) mile from Wade Avenue to Downtown Oviedo for the public meeting.

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

3.0 Data Collection

Immediately upon receipt of the notice to proceed, the **CONSULTANT** will begin collecting all data necessary relative to the engineering and the social, economic and environmental needs and concerns within the trail corridor and adjacent area. The **CONSULTANT** is to utilize the Cross Seminole Trail Master Plan and Specific Purpose Survey and all other available information gathered, including past reports and studies of the area by the **COUNTY** or other agencies.

3.1 Corridor Analysis / Project Needs

Field Reconnaissance / Center Line Determination

The **CONSULTANT** shall perform a minimum of two (2) field reconnaissances with county staff, user groups, adjacent property owners, and other stakeholders in development of the trail. The first reconnaissance shall be the **CONSULTANT** with county staff. While the second reconnaissance shall be the **CONSULTANT** with county staff, user groups, adjacent property owners, and other stakeholders in development of the trail. The field reconnaissance (walk through) shall be held to establish general centerline in field and verify environmental, social, aesthetic, and grading conditions with the following considerations:

- A. Views, vistas and focal points.
- B. Wetland boundaries and soil types (soil borings recommended at time of initial alignment).
- C. Threatened and endangered wildlife habitats.
- D. Trees and plant groupings, native vegetation, invasive species.
- E. Grading and elevation and general drainage patterns.
- F. Existing outfall situations and source.
- G. Adjacent land use including buffers (example: maintain an existing buffer between trail and residential).
- H. Locate potential neighborhood connections that include all user groups. Account for bike lane improvements.
- I. Connections to schools and parks within one-quarter mile of trail corridor (areas divided by a major road must have crossings at existing intersections).
- J. Existing utilities, monitoring wells or other man-made elements.
- K. Provide for the FNST and equestrians

Further, the **CONSULTANT** is to video the entire corridor, including intersecting streets, for use in the conceptual analysis, final design, and post design periods.

3.2 Aerial Photography / Base Maps

The **CONSULTANT** shall use existing recent aerials or GIS aerials to prepare 1" = 200 feet scale base maps. The **CONSULTANT** can use aerials purchased at the proposal stage which are approximately 1"=200' feet. This aerial photography shall be used to present the overall

project concept, recommended alignment, connections to adjacent bikelanes, sidewalks, and adjacent facilities, corridor requirements, and other required information.

3.3 Previous Studies & Information

The CONSULTANT shall collect and review all previous studies and analysis regarding this project conducted by the County, City of Oviedo, OGT, and Florida Trail Association (FTA).

3.4 Soil Survey and Geotechnical Data

The CONSULTANT shall obtain information to generally describe the soils composition along the trail corridor using County Soil survey maps and other information from the Soil Conservation Service (SCS) and preliminary geotechnical investigations. Further information may be required in particular cases.

3.5 Contamination / Hazardous Material Sites

The CONSULTANT will review available records to identify sites with documented or possible undocumented contamination. To supplement this recorded information; the CONSULTANT will perform a field review of the study area to identify non-reported sites, which may potentially be contaminated with hazardous materials.

3.6 Cultural Features & Community Services

The CONSULTANT shall identify, evaluate and document the following within the trail corridor:

- A. Educational facilities (public and private) existing and proposed within one-quarter mile distance from the corridor.
- B. Public (government) buildings and civic facilities.
- C. 4 (f) lands (parks, recreation areas, wildlife refuges).
- D. Historical, archaeological and other significant local sites.
- E. Contamination sites such as disposal areas, underground tanks, certain businesses, significant spill areas, etc., and their estimated impacts.

3.7 Archaeological and Historic Features

The CONSULTANT will review sources to identify recorded historical and archaeological sites within the study area. Utilizing this information, the CONSULTANT will map all sites that may influence the location of the conceptual plan.

3.8 Hydraulic and Natural Features

The CONSULTANT will review existing information to identify significant hydraulic and natural features found within the study area.

A. Wetlands

- 1. The CONSULTANT shall identify all wetlands falling partially or wholly within the project boundaries or which the project and their potential permitting effects may affect.
- 2. Quantify wetland encroachment and quality.

B. Outstanding Florida waters

The CONSULTANT shall identify any Outstanding Florida Waters in the project area in accordance with Chapter 17-3.041 FAC.

C. Floodplains & Floodways

1. CONSULTANT shall identify and delineate all base (100-year frequency) floodplains using Flood Insurance Rate Maps (FIRM), Flood Hazard Boundary Maps (FHBM), quadrangle maps, water management district topographic maps, F.D.O.T. drainage maps, etc.
2. The CONSULTANT shall coordinate with the COUNTY/CITY OF WINTER SPRINGS in identifying any historic maintenance problems involving drainage or flooding.
3. The CONSULTANT shall identify all floodways using floodway maps or information from Flood Emergency Management Agency (FEMA).

D. Drainage

The CONSULTANT shall identify drainage problems, infalls, outfalls, location, size and condition of all cross drains and major structures; upstream and downstream controls; evidence of structure scour, direction of flow and any other information that affects the structures hydraulically.

The CONSULTANT will also collect permit-related information on sites that may require environmental resource permits, dredge and fill permits, water quality permits, or stormwater discharge permits. This activity will include identifying all relative permitting agencies, as well as all existing permits and their documented conditions.

E. Endangered and threatened species

1. The CONSULTANT shall identify any "critical habitat" as defined by the U.S. Fish and Wildlife Service.
2. The CONSULTANT shall survey the alignment for state and/or federally designated endangered and threatened species, individuals or other positive indications (nests, burrows, droppings, etc.) of their presence. Identify all eagle nests within the Florida Game and Fresh Water Fish Commissioners critical distance. Identify significant potential endangered species habitat.

3.9 City Coordination

Oviedo is developing a Town Center Plan of which the Cross Seminole Trail is an integral part. The CONSULTANT shall coordinate with the City of Oviedo and the City's consultants regarding the Town Center Project.

4.0 Survey Documents

The **CONSULTANT** is to provide the **COUNTY** with Design Surveys for the project. These documents shall meet or exceed the compliance with the Technical Standards for Land Surveyors and Mappers in accordance with Chapter 61G17-6, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

4.1 Design Surveys

The **CONSULTANT** shall furnish complete field verified design surveys tied both horizontally and vertically to Seminole County Datum including the following:

- 4.1 Project benchmarks will be set at least 1,000 foot intervals throughout the project and vertical elevations will be based on Seminole County datum.
- 4.2 Baseline survey will be shown with sufficient geometry, monumented and referenced in the field.
- 4.3 The horizontal datum for this project will be State Plane Coordinates using the Seminole County Survey Departments control monumentation. Baseline control points will be annotated at the actual corner or in a table. All dimensions shown will be ground.
- 4.4 When development exists adjacent to the corridor topography, based on Seminole County Datum, with spot elevations on all paved surfaces, finished floors, low points, and high points, location of all surface features including pavement, structures, signs, utilities, show extents of tree canopies in selected areas, location of all subsurface utilities, structures, and contours at one-foot intervals. All visible off-site features within 10 feet of the boundary and topographic contours within 10 feet of the boundary shall be shown (interpolate as required).
- 4.5 Types and diameters at breast height of all trees with diameters of four (4") inches or more in non-wooded areas shall be indicated. All edge of vegetation and tree masses shall be shown.
- 4.6 All roadway and driveway intersections shall have spot elevations at all low points, high points, corners, and tops of curbs. All intersecting roadways shall be surveyed for a distance of 75 feet from the point of intersection with the trail corridor.
- 4.7 All intersecting canals or ditches shall be surveyed for a distance of 50 feet from the trail corridor. Tree survey is not required for this section.
- 4.8 One hundred (100) year flood elevation, normal high water, and current water elevation data for any bodies of water along the corridor shall be noted on the survey.
- 4.9 Cross Sections will be measured at not more than 100 foot intervals and at the P.C. and P.T. of significant alignment deflection of the corridor.
- 4.10 Show all easements, acknowledged railroad crossings, and other agreements that impact the corridor.
- 4.11 1" = 20' scaled plots will show property lines and easements, location of the corridor, cross-section information, location of benchmarks and location of improvements.
- 4.12 Locate those wetlands jurisdictional lines flagged by County's environmental subconsultant. For other areas electronic files compiled by others and furnished will be used.

- 4.13 Be available for a minimum two (2) site visits with the County.
- 4.14 All project documents will be produced and submitted to the County in an electronic format compatible and acceptable to the County, (i.e. AutoCAD 14 and Microsoft Word).
- 4.15 All field generated project notes, (i.e. hard field notes, electronic data file supporting field work, point maps, calculation sheets, etc.) which complete the applicable project file are to be produced and submitted to and become the property of the County.

5.0 Final Design & Specifications

5.1 Evaluate & Analyze Data

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

5.1.1 Topographic Surveys

The **CONSULTANT** is to evaluate topographic surveys for consistency with design and construction requirements of the project, as well as adherence to appropriate standards of professional practice. Further, the **CONSULTANT** is to visit the project area to field review the validity of these surveys.

5.1.2 Soils Survey / Geotechnical Investigations

The **CONSULTANT** is to provide the necessary soil survey and analysis for the project design. This analysis will manifest design recommendations for fill, and other design and construction elements. Further, the soils investigations will include all required soil parameters necessary to design and construct the trail, drainage systems, including surface water management systems, utility installations, bridges, culverts, etc.

5.1.3 Environmental Issues

The **CONSULTANT** is to evaluate the project's overall impact to the environment, specifically addressing elements requiring agency permitting. The concern here 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 formally review these matters with the **COUNTY** early in the progress of the final design. If there are no issues, the **CONSULTANT** will formally advise the **COUNTY** at one of the early progress meetings.

5.1.4 Utilities

The **CONSULTANT** is to evaluate the impact and disposition of utility services within the project area. Relocations, abandonments, adjustments, or facilities to remain in place are to be evaluated for impact to design elements of the project. Further, the **CONSULTANT** is to coordinate design activities with the respective utility companies and **COUNTY** Project Manager.

5.1.5 Structural Evaluation

The **CONSULTANT** is to evaluate and certify the existing trestle substructures. All structural design is to be professionally endorsed by professional regularly practicing within the field of structural engineering.

5.2 Design Development: 30% -- 100% Phased Submissions

5.2.1 Drainage: Mapping & Design (If Applicable)

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

A. The project must meet the following minimum requirements:

1. Seminole **COUNTY**'s Land Development Code, including Appendix B;
2. St. Johns River Water Management District rules and regulations;
3. Other State and Federal rules and regulations.

- B. Before or at the 90% 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:
1. 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;
 2. Definable locations of the **SWMF** on a scaleable graphic including parcel identification information;
 3. Brief narrative on availability of land, zoning, current use, future use (Comp. Plan), environmental issues, if any, estimated purchase cost and estimated construction costs, and other relevant data to adequately review and evaluate the proposed **SWMF** location.

5.3 Trail Construction Plan Preparation

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**, F.D.O.T. and/or Office of Greenways and Trails (OGT) standards, policies, procedures, memorandums and directives. Exceptions to F.D.O.T. standards may be permitted, but must be pre-approved by the **COUNTY** prior to submittal of man-hour and technical proposals. Further, if required by the **COUNTY**, the graphical representation of these plans may need modification to provide clarity and presentation acceptable to the **COUNTY**.

Each contract plans package shall be accurate, legible, complete in design, suitable for public bidding purposes and drawn to scales acceptable to the **COUNTY**. The completed plans shall be furnished on non-thermal reproducible mylars 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, Bicycle Facilities Planning and Design Handbook, Trail Intersection Design Handbook, Pedestrian Planning and Design Handbook, Designing Trail Termini; American Association of State Highway and Transportation Officials (AASHTO); Seminole County Land Development Code*; latest editions and other applicable manuals as determined by the **COUNTY**'s Project Manager. 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.

- 5.3.1 The project must meet the following minimum plans and design documentation packaging requirements:
- a. **Plan sets:**
 1. Cover / Key Sheet (**COUNTY** will provide electronic file – AutoCAD base)
 2. Summary of Pay Items
 3. Drainage Maps (1"=100' scale (3,000' per Sheet), with contours)
 4. Typical Sections
 5. Summary of Quantities with General Notes
 6. Summary of Drainage Structures
 7. Trail Plan & Profiles (1"=20' scale (1,100' per sheet double stacked))
 8. Drainage Detail Sheets
 9. Erosion Control Sheets (NPDES Sheet)
 10. Soils Survey Data Sheets
 11. Signing and Pavement Marking Plans or Details as Appropriate
 12. Signalization Modification Plans
 13. Trail Cross Sections Sheets with earthwork (scale 1"=2' or 5' by 1"=10', 20' 40', 50') as needed determined by site conditions

- 14. Trails Around the World Plans
- 15. Landscaping (native species)

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 a bound document submitted to the **COUNTY**. 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. Drainage computations
5. Environmental elements and permitting
6. Bridge computations (if applicable)
7. Structural analysis / design computations
8. Quantity computations
9. Computerized information (provide in a format compatible with County)
10. Review comments and responses
11. Agency coordination
12. Utility coordination
13. Meetings, telephone conversations, correspondence

The preference here is for a diary or chronicle of the strategies, decision and events that lead to the preparation of these final construction documents.

5.4 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**. (non-metric units), 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 a professional regularly practicing within the field of structural engineering.

5.5 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, mid-block crossings, and driveways within the project area.

5.6 Signing and Pavement Marking Plans or Details as Appropriate

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 Manual on Uniform Traffic Control Devices (*M.U.T.C.D.*), for the project. These plans will be included as 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 trail.

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

5.7 Traffic Signal Plans

The **CONSULTANT** is responsible for the preparation and design of complete traffic signal plans for the trail and roadway intersections. These plans will include complete signalization package for mast-arms design. 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 90% and 100% completion stages.

5.8 Trails Around the World

The **CONSULTANT** shall be responsible for the preparation of plans for an exhibit of a famous trail from a different country using interpretive displays, theme related construction, and planting materials, benches, and other features as deemed appropriate.

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

5.9 Landscaping Plans

The **CONSULTANT** shall be responsible for the preparation of landscaping plans for trail intersections and the Trails Around the World, which indicate planting of native species.

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

5.10 Standard Specifications and Special Provisions

5.10.1 The **COUNTY** uses FDOT's "*Standard Specifications for Road and Bridge Construction 2000*", the "*Supplemental Specifications to the 2000 Standard Specifications for Road and Bridge Construction, 2000*", and all technical memorandum and addenda henceforth for the standard specification on roadway and bridge construction.

5.10.2 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.

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

5.11 Environmental Impacts & 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**. The **CONSULTANT** will provide cost analysis of boardwalks or filling/mitigation.

5.11.1 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.

5.11.2 When authorized by the COUNTY, the CONSULTANT will provide all necessary professional services to achieve the required agency approvals and permits.

5.11.3 All solution strategies will be reviewed with the COUNTY prior to review with regulatory agencies.

5.11.4 The CONSULTANT will also provide legal descriptions and sketches of any mitigation area (if determined necessary by the appropriate jurisdictional agencies).

5.12 Engineer's Estimate of Probable Construction Cost and Quantity Computation

The CONSULTANT is to prepare preliminary estimates of probable construction cost estimates with unit prices based on current F.D.O.T. estimates and pay items, and estimates of construction duration.

5.12.1 These estimates will be provided at the 30%, 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.

5.12.2 The CONSULTANT will prepare a Summary of Pay Items plan sheet to be incorporated as part of the final construction plans.

5.12.3 The CONSULTANT will prepare and submit a complete written Quantity Computation Book, bound in hard cover, 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 Quantify Computation Book will be included in the design documentation report.

5.12.4 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.

5.13 Maintenance of Traffic

The CONSULTANT is responsible for providing a project construction design conducive to safe maintenance of traffic for vehicles and pedestrians.

5.14 Operation and Maintenance

The CONSULTANT is responsible for providing an operation and maintenance plan and schedule for the trail and corridor improvements.

6.0 Environmental & Regulatory Permitting

Environmental and regulatory permitting is a significant element of this project. Specifically, the **CONSULTANT** will address the following:

6.1 St. Johns River Water Management District (District) & Army Corps of Engineers (ACOE)

Environmental permitting through the District is a requirement of the District and a significant element of this project. Any activities involving the District on behalf of this project: pre-application conferences, RAI meetings, field meetings, Board of Governor meetings, etc., are of keen interest to the **COUNTY**. Consequently, the **CONSULTANT** is to actively involve the **COUNTY's** Project Manager in all of these activities.

- 6.1.1 The **CONSULTANT** is responsible for early identification of all potential District and ACOE permitting issues.
- 6.1.2 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.
- 6.1.3 The **CONSULTANT** will prepare a complete permit package necessary to construct the project, including site and system design information required by and acceptable to the District and all other regulatory agencies.
- 6.1.4 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 agency coordination, all fees and information, permit package submittals, and subsequent requests for additional information necessary to secure permits from these regulatory agencies.
- 6.1.5. Current District rules delegate certain ACOE permitting responsibility to the District. Therefore, permit thresholds covered by the District will be permitted through the District. However, if non-delegated ACOE permit thresholds are exceeded, the **CONSULTANT** is responsible to apply for required permits and respond to any questions.

6.2 Florida Department of Environmental Protection (FDEP) - (if necessary)

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.

6.3 NPDES

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

6.4 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.

7.0 Local Government, FDOT, Utilities Companies & Other Agency Coordination & Relocation

Coordination with local governments, utility companies, public agencies and others is of critical importance to the cost and 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.

7.1 The **CONSULTANT** is responsible to contact each local government, FDOT (if applicable), and other known agencies, etc. 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** & these groups.

7.2 Contact with these groups is to occur at the 30% and 90% stages of design completion, with a set of 100% "final" plans delivered to these groups after the **CONSULTANT** has professionally endorsed the final plans. Two (2) plan sets are to be delivered to each group for review and comment at each submission stage. One (1) set is to be returned to the **COUNTY** for review and one (1) set is for action by the **CONSULTANT**. If only one (1) set is returned, the **CONSULTANT** will send the **COUNTY** a copy of any comments.

8.0 Deliverables / Phase Submission Documents

The "**Design Documentation Report**" will memorialize the design strategies and decisions, and chronicle the design process and events that lead to the creation of the final design documents.

The Final Design Plans and support documents will be submitted to the **COUNTY** for review and approval at specific junctures or completion stages. The Project Manager is to receive phased plan submissions with the indicated number of plan sets and type of materials. Each plan set submitted will have the percentage complete for that submittal clearly indicated on the first sheet of each set of plans.

8.1 30% Design Documents Submission [Three (3) weeks \pm COUNTY Review time]

- Ten (10) sets of prints showing all geometry, existing utilities, profile grade, typical sections.
- Ten (10) aerial based preliminary drainage maps with appropriate wetlands delineation, groundwater information and surface drainage information.

8.2 90% Design Documents Submission [Three (3) weeks \pm COUNTY Review time]

- Ten (10) sets of prints Construction Plans.
- Preliminary estimate of probable cost.
- Final Drainage Design and documentation (with maps, comps, etc.).

8.3 100% Design Documents Submission [Three (3) weeks \pm COUNTY Review time]

- Ten (10) sets of prints Construction Plans.
- Two (2) final cost estimates.
- Two (2) sets of bid forms.
(Provide forms on 3½" disk, Microsoft Office / Microsoft Word v 6.0 compatible).
- Two (2) Design Documentation Reports.
- Contract Documents and Specifications.

Notes:

1. All plan submittals, including drainage maps, shall be on half-size prints.
2. Signed and sealed prints for final submittal will be half-size, bond quality.
3. When aerial photography is used as a base, the half-size prints will be halftone, clear, Photo-Mechanical Transfers (PMT's) or equivalent quality.

8.4 General Phase Submission Comments

- 8.4.2 Phase submittals of construction plans shall not be considered complete if applicable individual component parts, such as signals, signing and pavement markings, utility adjustments, maintenance of traffic, bridge plans, etc., are not included with the submittal.
- 8.4.3 Prior to any phase submittal, the **CONSULTANT** will meet with the **COUNTY** project manager to review the **CONSULTANT's** QA/QC documentation and check sets prior to final printing. Contract time will not be suspended if the submittal is found to be incomplete in content or adherence to QA/QC procedures.
- 8.4.4 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.
- 8.4.5 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**.
- 8.4.6 In addition to the required phase submittals, upon request, the **CONSULTANT** will furnish copies of miscellaneous plan sheets and plan sets (10 anticipated) for the **COUNTY** and other agencies to review throughout the design process.

9.0 Post Design Services

These services are intended to address changed conditions that occur following acceptance of final plans. The **CONSULTANT** will provide to the **COUNTY** additional services as required to satisfactorily complete construction. These services are intended to deal with changed conditions or services not covered and are not intended for instances of **CONSULTANT** error and/or omissions.

The **CONSULTANT** is responsible to provide the following required professional services as requested:

- 9.1 **Plans Update and Maintenance:** The **CONSULTANT** will perform engineering analyses and/or make revisions to original reproducible or special provisions, as requested by the **COUNTY**, to reflect additions, deletions and/or modifications prior to and subsequent to construction advertising. Whenever original reproducible are changed, the **CONSULTANT** will submit to the **COUNTY** one (1) set of signed and sealed prints of the revised sheets with the revised reproducible.
- 9.2 **Construction Assistance:** The **CONSULTANT** will 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** will respond in a timely manner with suitable engineering solutions which take into account the changed conditions.

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

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.
- 9.3 **Permit Updates:** The **CONSULTANT** will provide valid permits extending through construction. The **CONSULTANT** will apply for and provide the necessary information to modify, extend or renew required permits, prior to or subsequent to construction advertising.
- 9.4 **Review Structural Shop Drawings:** The **CONSULTANT** will review structural shop drawings during construction as needed.
- 9.5 **Survey Update:** The **CONSULTANT** will provide additional field survey updates prior to and during the construction contract.

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.

— End of Scope —