PROJECT NAME: CAA67, TWO 046, A0 DEMO PM Support (MTI) ATKINS PROJECT NO: 100075346 / 220221.S.H.MTI ATKINS SUBCONTRACT NO.:

**THIS AGREEMENT** made and entered into 4/20/2021, by and between ATKINS NORTH AMERICA, INC., “**ATKINS**” and McCormick Taylor, Inc. “**Subconsultant**” is for the services described herein.

**A. Engagement**: ATKINS has entered into an agreement (hereinafter called “**Prime Agreement**”) with Florida Department of Transportation (FDOT) (hereinafter called “**Client**”), dated 9/30/2020 to provide professional services. ATKINS desires to engage Subconsultant to perform the services described in the Statement of Services (the “**Services**” and further described in Attachment A) in accordance with the Prime Agreement (see Attachment E) and the terms and conditions set forth herein. The terms and conditions of the Prime Agreement between ATKINS and Client that are applicable to Subconsultant are incorporated herein by reference and Subconsultant agrees to be bound to ATKINS to the same extent ATKINS is bound to the

Client. ATKINS HEREBY GIVES NOTICE THAT IT OBJECTS TO THE INCLUSION OF ANY DIFFERENT OR ADDITIONAL TERMS PROPOSED BY SUBCONSULTANT. Any and all additional or different terms and conditions contained in any of Subconsultant’s acceptance, quotes invoices, bills or other commercial documents are hereby rejected and shall not become part of the Agreement between the parties. Any reference to Subconsultant’s proposal is solely for the purpose of incorporating the description and specifications of any Services contained therein to the extent that such description and specifications do not conflict with the description and specifications contained in these Terms and Conditions.

**General Nature of Project Described in Prime Agreement between ATKINS and Client**:

General Engineering Consultant

**Scope of Services** to be performed by the Subconsultant if additional pages are necessary, identified in Attachment A.

McCormick Taylor, Inc. shall act as an extension of the FDOT’s DEMO staff to provide PD&E Project Management support in the Southwest Area Office. Services performed by the subconsultant will be subject to the Professional Consultant Work Performance Evaluation System as defined in Chapter 14-75, Florida Administrative Code.

1. **Duration:** The period of performance is f r om 4/20/2021 t o 10/3 1/ 2021 . The period of performance may only change by a written modification that is signed by both ATKINS and the Subconsultant.

1. **Compensation:** The compensation to be paid to Subconsultant for providing the requested service shall be as identified below: (if additional pages are necessary, they are identified as Attachment B):

☐ **Time and Materials (T&M)**

(Actual or averaged labor rate fully burdened with overhead and profit. The “material” part of this contract cost type is for travel, materials or equipment, printing and reproduction costs, and survey supplies)

Total Labor:

Total Materials: Total Ceiling “NTE” Amount:

Professional Services Subconsultant

ANA-004, Revision 10,

☐ **Firm-Fixed Price (FFP)Lump Sum**

(Total fixed amount which is not subject to adjustment)

Total Subcontract Amount:

☐ **Fixed Unit Rates/Prices**

((Fixed Unit Rates/Prices shall be considered fully burdened (i.e., loaded labor rate, materials, equipment, overhead, profit, etc.)).

Total NTE Amount:

☐ **Cost Plus Fixed Fee (CPFF) +**

(Actual hourly wage rate plus approved overhead rates for actual time expended and expensed at actual cost, plus negotiated fixed fee unrelated to actual cost incurred.)

Total Estimated Costs:

Fixed Fee:

Total Price:

☒ **Cost Plus Multiplier FDOT only**

(Fixed labor rates based upon an average rate or actual labor rate fixed for the duration of the contract. The FDOT approved O/H rate, will then be applied to labor. The O/H rate may be adjusted annually. The total cost of direct labor is then marked up with a percentage to cover all expenses, a percentage for FCCM, and then a fixed operating margin is applied).

Total NTE: Amount: $45,604.00

Excluding FFP, the Subconsultant shall notify ATKINS immediately upon forecasting the NTE/Ceiling amount of this Agreement may be exceeded. ATKINS is not obligated to reimburse the Subconsultant for any costs incurred over the NTE/Ceiling amount of this Agreement in advance of formal change to increase the NTE/Ceiling amount.

**Subconsultant’s Representation:** By executing this Agreement, Subconsultant represents and certifies that neither it, nor any of its principals, are currently debarred, suspended or proposed for suspension or debarment by any agency of the U.S. Federal Government.

**IN WITNESS WHEREOF**, this Agreement is accepted on the date last written below, subject to the terms and conditions attached hereto.

**ATKINS NORTH AMERICA, INC. MCCORMICK TA YLOR, INC.**

SIGNED: SIGNED:

TYPED NAME:

Steven D. McWilliams, P.E.

TYPED

NAME:

Vice President

TITLE:

DATE

:

TITLE: DATE:

Professional Services Subconsultant

ANA-004, Revision 10,

##### TERMS & CONDITIONS

1. **Communication:** All communications, either written or verbal, with ATKINS’ Client or any government official shall be made solely through ATKINS’ personnel. Subconsultant shall not contact Client or any government official directly or provide representation on behalf of ATKINS for any matter directly or indirectly arising out of the Project, without the prior written consent of ATKINS’ authorized representative.

1. **Notices:** All notices, certifications or acknowledgments given under this Agreement shall be in writing and delivered personally or sent by registered mail, reputable overnight courier service, telegram, fax or other confirmed electronic means. Such notices shall be effective upon receipt by the addressee.

Notices to ATKINS shall be sent to: Notices to Company shall be sent to:

Atkins North America, Inc. McCormick Taylor, Inc.

600 N. Broadway Ave., Suite 310 1818 Market St., 15th & 16th Fl

Bartow, FL 33830 Philadelphia, PA 19103

Attention: Robert Chandler Attention: Annie J. Michalanko

1. **Schedule**: Time is of the essence in this Agreement. Subconsultant recognizes the importance of completing the Services under this Agreement in a timely and professional manner and in accordance with the project schedule.

Without limiting the foregoing, Subconsultant shall perform its Services in such a manner as to allow ATKINS to satisfy its schedule obligations to its Client. If Subconsultant fails to timely perform, and notwithstanding anything

to the contrary in this Agreement, Subconsultant shall either provide additional personnel to become current with the project schedule or shall otherwise accelerate its work without additional compensation. If Subconsultant fails to timely perform and causes delay to ATKINS, Subconsultant shall be obligated to compensate ATKINS for any actual costs, damages, and expenses (including without limitation any liquidated damages imposed upon ATKINS) caused

by Subconsultant’s failure to timely perform. Subconsultant shall indemnify and hold ATKINS harmless from any damages suffered by ATKINS or imposed upon it by the Client to the extent caused by Subconsultant.

1. **Change in Services:** The Subconsultant shall not perform any Services beyond the scope of this Agreement, or subsequent amendment, without an amendment executed by both Parties. Whenever the Subconsultant receives a request to perform Services from ATKINS that the Subconsultant considers to be a deviation from the agreed upon Services hereunder that will cause a change to the cost and/or an adjustment to the project schedule of such Services, the Subconsultant shall so notify ATKINS immediately in writing of Subconsultant’s projected costs and schedule impacts. In any event, the Subconsultant must provide written notification of the change to ATKINS within ten (10) business days of the receipt of such a request in order for an adjustment to be considered. Otherwise, any claim for an adjustment in the price or claim for additional compensation of any type shall be deemed waived, and

the Subconsultant shall not be entitled to any additional compensation or relief for such change or addition unless ATKINS receives payment or relief from the Client for such work. Subconsultant’s request for Change in Services cost and/or schedule impacts shall include details and the basis for such adjustment to price and/or schedule justifying each element of the price and/or schedule increase which entitles Subconsultant to such a Change in Services. Subconsultant must submit with the written notification of change the basis for the adjustment and provide justification for each element of the adjustment.

1. **Invoice Procedure:** Unless otherwise indicated, Subconsultant will bill monthly with invoices received by the 5th of the following month of service. All invoices shall be emailed to terry.buckley@atkinsglobal.com and vivian.maldonado-abbuhl@atkinsglobal.com with a copy to the designated ATKINS Project Manager. (See Attachment D for detailed invoice requirements and instructions.)

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Subconsultant shall provide detailed invoices and other supporting documentation, the whole to the satisfaction of ATKINS, including, where applicable, quotations, reports, deliverables and detailed invoices of suppliers and subcontractors, legible receipts for materials and expenses as well as any document that ATKINS may reasonably require. Subconsultant specifically agrees that ATKINS’ payment obligations herein are expressly conditioned upon ATKINS’ receipt of funds from client covering Subconsultant’s services. Failure by Subconsultant to provide accurate and complete supporting documentation or other required information may cause ATKINS to reject the invoice and any resubmittal of invoice shall be at Subconsultant’s sole cost and expense. In the event of any dispute between ATKINS and Subconsultant, ATKINS may withhold disputed funds and Subconsultant shall continue performance of its Services until such dispute is resolved. If ATKINS is subject to retainage in the Prime Agreement, ATKINS reserves the right to withhold retainage from any payment to Subconsultant (excluding final payment).

Should Client fail to pay ATKINS for some or part of Subconsultant’s Services, ATKINS at its sole discretion may pursue legal action against Client in ATKINS’ name. Should ATKINS pursue legal action in its own name, and the funds sought include monies that would otherwise be owed to Subconsultant, Subconsultant (a) shall fully cooperate with ATKINS, (b) shall pay its proportionate share of such legal action (including attorneys’ fees), and (c) shall only be paid its proportionate share of funds recovered from Client. As an express condition precedent to any payment whether partial or final made to Subconsultant, ATKINS’ payment obligations to Subconsultant’s are contingent upon timely, proper and complete performance of its Services up to the amount properly invoiced to ATKINS.

The Subconsultant must submit any remaining outstanding invoices and its final invoice to ATKINS within six (6) months from completion of work. ATKINS shall not be obligated to pay any invoice received after this time period. If required in the Prime Agreement, a release of claims will be required for all final payment requests and shall be submitted by the Subconsultant with its final invoice. For Cost Plus Fixed Fee subcontracts, Subconsultant will submit an invoice for indirect rate adjustments to government approved final indirect rates within six (6) months from Subconsultant’s last fiscal year affected.

1. **Insurance:** Prior to the start of Services, Subconsultant shall provide ATKINS with a certificate(s) of insurance and maintain throughout the term of this Agreement the following insurance limits and coverage (or greater as mandated by Prime Agreement), shall name ATKINS NORTH AMERICA, INC. as an additional insured under such policies unless prohibited by Subconsultant’s insurer, on all coverage except workers' compensation and professional liability, and requiring thirty (30) calendar days written notification from insurer before any insurance policy may be cancelled or materially changed:
   1. WORKERS' COMPENSATION INSURANCE: Statutory Minimum amounts required by applicable state law; including Employer's Liability Insurance with limits of $1,000,000 per accident, $1,000,000 per disease and $1,000,000 policy limit on disease.
   2. COMMERCIAL GENERAL LIABILITY Insurance including Bodily Injury, Property Damage, Personal Injury, Blanket Contractual and Broad Form Property Damage Coverage including Products and Completed Operations, and XCU exposure with combined single limits of $1,000,000 per occurrence and $2,000,000 in the aggregate.
   3. COMMERCIAL AUTOMOBILE LIABILITY Insurance including owned, non-owned, leased and hired motor vehicle coverage with limits of than $1,000,000 combined single limit per occurrence for bodily injury and property damage.
   4. PROFESSIONAL LIABILITY Insurance with a limit of $1,000,000 per claim and $1,000,000 in the aggregate.
   5. AVIATION LIABILITY Insurance (only required when using aircraft) including helicopters with a limit no less than $10,000,000 per occurrence; use of drones at a limit no less than $2,000,000 per occurrence.
   6. WATERCRAFT LIABILITY insurance (only required if using watercraft) with limits not less than $1,000,000 per occurrence. Must include Charterers’ Liability and Hull Protections and Indemnity.

ATKINS reserves the right to require additional types of insurance coverage and/or additional limits of insurance coverage based on the requirements of the Prime Agreement and/or the type of services being performed by

Subconsultant. Subconsultant’s indemnification and defense obligations shall not be limited by the amounts or types of insurance that Subconsultant is required to carry under this Agreement or that Subconsultant does in fact carry.

1. **Waiver of Subrogation:** Except for Professional Liability Insurance, to the extent that any damage, loss, expense or claim is insured, Subconsultant, on behalf of itself and its insurers, parent, affiliates, subsidiaries, officers, directors and employees, waive against the Project’s Owner (“**Owner**”), Client and ATKINS, and the agents and employees of each and all of them, all damages covered by insurance provided by Subconsultant herein. Subconsultant shall, where appropriate, require similar waivers of subrogation from its own Subconsultants and shall require each of them to include similar waivers in their contracts.

1. **Indemnification:** Subconsultant, to the fullest extent permitted by law, shall indemnify, hold harmless and defend

Owner, client, ATKINS, and their officers, directors, employees and agents from and against any and all claims, losses, damages, liabilities, including reasonable attorneys' fees and expenses, for (a) bodily injury, sickness or death,

property damage or destruction to the extent caused by subconsultant’s breach of its obligations in this agreement or

the willful misconduct, negligent acts or omissions of subconsultant, anyone employed directly or indirectly by

Subconsultant, or anyone for whose acts any of them may be liable; or (b) patent or copyright infringement or alleged infringement caused by subconsultant, anyone employed directly or indirectly by Subconsultant, or anyone for whose

acts any of them may be liable. If an employee of Subconsultant, anyone employed directly or indirectly by Subconsultant or anyone for whose acts any of them may be liable has a claim against any party so indemnified, Subconsultant’s indemnity obligation, if any, shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Subconsultant, or other entity under any employee benefit acts, including workers' compensation or disability acts.

1. **Intellectual Property:** Subconsultant shall defend any action or proceeding brought against Owner, Client or ATKINS, or at ATKINS' sole election shall pay for the defense of any such action or proceeding where Owner,

Client or ATKINS elect to use their own legal counsel, based on any claim that the design of the Project or any

portion thereof infringes on a patent or copyright. ATKINS shall give written notice to Subconsultant of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Subconsultant shall indemnify and hold harmless Owner, Client and ATKINS from and against any and all damages and costs, including but not limited to reasonable attorneys' fees and expenses awarded against Owner, Client or ATKINS in any such action or proceeding. Subconsultant agrees to keep ATKINS informed of all developments in the defense of such actions.

* 1. If Owner, Client or ATKINS are enjoined from the design, construction, operation or use of the Project, or any

part thereof, as the result of any patent or copyright suit, claim, or proceeding arising from Subconsultant’s

Services, Subconsultant shall at its sole expense take reasonable steps to (i) procure a license to operate or use the Project, (ii) modify the Project design to eliminate any actual or alleged infringement, or (iii) replace said

work with work that does not infringe or violate any such patent or copyright, and is otherwise suitable for the design, construction, operation or use of the Project.

* 1. The provisions of this paragraph shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating to a particular process or product of a particular manufacturer

specified by Owner and not offered or recommended by Subconsultant to ATKINS; or (ii) arising from modifications to the Project by Owner or Client after acceptance of the Project.

1. **Waiver:** Any failure by ATKINS to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and ATKINS may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

1. **Audit:** Upon reasonable notice, ATKINS reserves the right to audit the Subconsultant’s books and records to verify compliance with generally accepted accounting practices with respect to Compensation and Invoicing of projectrelated costs.

1. **Dispute Resolution:** Subconsultant will provide ATKINS with a timely and detailed written notice of all claims and disputes. The Prime Agreement associated with this Agreement may include a disputes clause. All disputes relating to questions of law or fact related to the Prime Agreement will be governed by the Prime Agreement disputes clause. Otherwise, if a dispute arises out of or relates to this Agreement, or the breach thereof, the parties will attempt

to settle the matter through amicable discussion. If no agreement can be reached, the parties agree to use mediation to settle. The cost of a third-party mediator will be shared equally by Subconsultant and ATKINS. Any claims,

disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which

has not been resolved at mediation, shall be decided by litigation in a court of competent jurisdiction. Any litigation may be joined or consolidated with any litigation involving any other person or entity to the extent (i) necessary to

resolve the claim, dispute or controversy, or (ii) substantially involved in or affected by such claim, dispute or controversy. Subconsultant shall include Prime Agreement dispute resolution provisions in all contracts it executes with other parties in connection with the performance of its work herein. The prevailing party shall be entitled to recover its reasonable and necessary attorneys’ fees costs and expenses (including without limitation expert witness fees). Subconsultant shall proceed diligently with performance under this Agreement and shall not stop work pending final resolution of any dispute hereunder.

1. **Governing Law:** This Agreement shall be governed by and construed according to the laws of the State of which is the site of the work and the applicable laws of the United States of America.

1. **Quality Control (“QC”):** Upon request, Subconsultant shall provide ATKINS with a copy for review and approval of Subconsultant's Quality Assurance/Quality Control (QA/QC)program and/or project quality management plan.

Prior to final submission to ATKINS, Subconsultant shall check and review Subconsultant's Instruments of Service

for accuracy and correctness according to its project quality management plan. Subconsultant shall maintain written records of these checks and reviews and, upon request by ATKINS, supply copies of the Subconsultant's QA/QC process documentation. Should the Subconsultant not have an acceptable documented QA/QC program and/or project quality management plan, Subconsultant shall comply with ATKINS' project quality management plan, and

the “Atkins North America Quality and Technical Assurance Manual.” Failure to comply with these QA/QC requirements, when applicable, shall be considered a material breach of this Agreement. Nothing in this paragraph shall in any way limit Subconsultant's responsibility or liability for any errors or omissions in its work or its Instruments of Service.

1. **Safety, Health and Environmental Protection (“SHE”)**: Subconsultant shall comply with all applicable Federal, State, and local SHE regulations. All work conducted at Field/Construction work sites, locations, and facilities owned, operated, and/or controlled by ATKINS or ATKINS’ Client must further comply with ATKINS’ minimum

SHE requirements and procedures as set forth in ATKINS’ “Subconsultant Code of Safe Practices” (SCSP), as well

as any additional project-unique SHE requirements which may be specified in any project safety planning documents which ATKINS may provide.

* 1. Subconsultant shallbe responsible for establishing acceptable job site SHE requirements for its own operations

to comply with the above. As specified in the SCSP, those requirements must be prepared in writing by the

Subconsultant, provided to ATKINS for written concurrence and acceptance prior to execution of the work, and kept available on the job site at all times when work is being conducted.

* 1. **Safety and Environmental Protection:** Subconsultant shall take necessary safety and other precautions to protect property, the environment and persons from damage, injury or illness arising out of the performance of

the Services. At all times while any of Subconsultant’s employees, agents or Subconsultants are on Owner’s,

Client’s, ATKINS’ premises, Subconsultant shall be solely responsible for ensuring that they comply with the

safety, health and environmental protection rules of Owner, Client, and ATKINS applicable to the premises and that all its employees, Subconsultants and agents have a safe place of work on the premises of Owner, Client, and ATKINS.

1. **Software Requirements:** All computer applications and software must be compatible with ATKINS applications and standards and/or those required by the Client. All computers used by Subconsultant shall be equipped with anti virus software. All electronically stored data shall have back-up no less often than daily.

1. **Proprietary Information/Confidentiality:** It is understood and acknowledged that ATKINS may provide to Subconsultant information which is proprietary and/or confidential during the term of this Agreement. Subconsultant agrees to maintain the confidentiality of such information during the term of this Agreement and afterwards. All materials containing such confidential information shall be returned to ATKINS at the conclusion of the project. The Subconsultant agrees and understands that the confidential information is of a special and unique character and that disclosure of such information in violation of this Agreement may irreparably harm ATKINS. For this reason, Subconsultant agrees that ATKINS shall be entitled to seek injunctive relief to further prevent use and/or

disclosure in addition to other remedies available to it in law or in equity for breach of this Agreement. If an NDA exists between ATKINS and Subconsultant then it is hereby incorporated by reference and the stricter terms shall

take precedence if any differences between this Agreement and the existing NDA.

1. **Severability:** In the event any term or provision of this Agreement is held invalid, void or otherwise unenforceable, the remainder of the Agreement shall not be affected, impaired or invalidated. Each remaining term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

1. **Lower-Tier Subconsultants:** The Subconsultant may not assign, subcontract, yield or share any part of this agreement, any claims or settlements arising under this Agreement, or any part of the work described in this Agreement or the Prime Agreement without the prior written consent of ATKINS. Where such prior written consent is given, it shall not relieve the Subconsultant of any of its responsibilities under this Agreement. If prior written consent is given to the Subconsultant to subcontract any part of the work described in this Agreement, the

Subconsultant shall make payment to each lower-tier Subconsultant within fifteen (15) calendar days of receipt of payment from ATKINS, and shall promptly provide proof of such payment if and when requested to do so by ATKINS.

1. **Standard of Conduct**:
   1. Subconsultant acknowledges having obtained and read SNC-Lavalin’s Supplier Code of Conduct (hereinafter the “**Code**”), which is available at [https://www.snclavalin.com/~/media/Files/S/SNC-Lavalin/download](https://www.snclavalin.com/~/media/Files/S/SNC-Lavalin/download-centre/en/policy/supplier-code-conduct-en.pdf) [centre/en/policy/supplier-code-conduct-en.pdf,](https://www.snclavalin.com/~/media/Files/S/SNC-Lavalin/download-centre/en/policy/supplier-code-conduct-en.pdf) which is deemed incorporated into this Agreement. Furthermore, the Subconsultant undertakes to adhere to and comply with the principles set forth in the Code.
   2. The Subconsultant will conduct itself, and will cause its employees, directors, officers, subconsultants,

representatives and agents to conduct themselves, in all matters concerning (or that may reasonably be perceived

as concerning) the Project or ATKINS, in compliance with the Code. Any breach of this Article shall, in addition to any other rights or remedies, be considered a material breach and entitle ATKINS to terminate this Agreement or any other relationship it may have with Subconsultant. In addition, the Subconsultant undertakes to include these provisions in its agreements with any third-party rendering services related to the Project or ATKINS.

* 1. When used herein, the term “**Corrupt Practices**” means: (i) “bribery of a foreign public official”, as such term

is defined in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, dated 21 November 1997 (the “**Convention**”); and/or (ii) bribery of a public official under applicable local legislation; and/or (iii) an offence under any applicable anti-bribery legislation.

* 1. The Subconsultant represents and warrants that:
     1. It has not engaged, and shall not be engaging, directly or indirectly through its officers, directors, employees, agents, consultants and subcontractors (the last three hereinafter “**Agents**”), in any Corrupt Practices in connection with the Project; and that
     2. to the best of its knowledge, none of its or its affiliates’ officers, directors, employees or Agents involved in the Project or in the execution of the purposes of this Agreement is a foreign or local public official. **E.**  The Subconsultant undertakes to promptly notify if:
     3. It learns or has reason to believe that Corrupt Practices or a breach of the Code may have occurred in connection with the Project; or if
     4. It learns that any of its or its affiliates’ directors, employees or Agents involved in the Project or in the execution of the purposes of this Agreement becomes a foreign or local public official; or that a foreign or local public official becomes an officer, director, employee or Agent of such Party or of an affiliate thereof.
     5. It has any questions or concerns with respect to the Code and will contact its ATKINS subcontract

administrator for any clarification.

* 1. The Subconsultant shall fully cooperate in good faith with ATKINS in investigating into an alleged Corrupt Practice or any other breach of compliance legislation; promptly furnish to ATKINS such information as ATKINS reasonably requests; and permit ATKINS or its representative to have access to the books and account and records as may be relevant for such investigation.
  2. The Subconsultant recognizes that any breach of this section and violation of the Code will be treated in accordance with the provisions of the terms and conditions agreed between the Subconsultant and ATKINS.

1. **Standard Care and Responsibility of the Subconsultant**:
   1. Subconsultant shall perform Services in a manner consistent with the care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. When requested by ATKINS,

Subconsultant shall correct or remedy any Services that fail to meet such standard without additional compensation.

* 1. The Subconsultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other Services furnished by the Subconsultant under this Agreement. The Subconsultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other Services.
  2. Neither ATKINS’ review, approval or acceptance of, nor payment for, the Services required under this

Agreement 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 Subconsultant shall be and remain liable to ATKINS in accordance with applicable law for all damages to ATKINS or ATKINS’ Client caused by the Subconsultant’s negligent performance of any of the Services furnished under this Agreement.

* 1. The rights and remedies of ATKINS provided for under this Agreement are in addition to any other rights and remedies provided by law.
  2. If the Subconsultant is comprised of more than one legal entity, each such entity shall be jointly and severally

liable hereunder.

1. **Offset:** If the Client or ATKINS finds an error, omission, or deficiency due to Services performed by the Subconsultant, ATKINS may offset any amounts otherwise due the Subconsultant. ATKINS shall be entitled to withhold payment from Subconsultant for any amounts which Subconsultant owes to ATKINS pursuant to this

Agreement or any other agreement between the Parties and shall have the right to offset those amounts from funds due to Subconsultant.

1. **Cooperation and Coordination:** In performing its Services, Subconsultant shall fully cooperate and coordinate its Services with the services being provided by Owner, Client, ATKINS, and ATKINS’ other Subconsultants for the Project.

1. **Termination:** 
   1. **Termination for Default:** This Agreement may be terminated by ATKINS for Subconsultant’s material default.

In the event of such default, ATKINS shall provide written notice of such default. If such default is not cured

within ten (10) business days (unless otherwise permitted by the prime agreement), the ATKINS may terminate its performance by providing written notice to the Subconsultant. ATKINS may also terminate this Agreement immediately for Subconsultant’s violation of Section 19 (Lower-Tier Subconsultants), Section 20 (Standard of Conduct), and Section 21 (Standard of Care).

* 1. **Termination for Convenience.** ATKINS may terminate Services for convenience if the Client cancels or abandons the Project or for any other reason. In the event of such termination, ATKINS shall pay the Subconsultant for the work satisfactorily completed up to the date of termination following receipt of payment by ATKINS from the Client for said work.

1. **Suspension of Services:** Subconsultant shall, upon written notice from ATKINS, suspend, delay, or interrupt, all or part of the Scope of Services. If suspension is unreasonable, the Subconsultant may submit a written claim for increases in the cost of performance, excluding profit. In such event Subconsultant will resume the Scope of Services upon written notice from ATKINS, and an extension of time and/or an equitable adjustment in compensation, if appropriate, will be mutually agreed upon.

1. **Independent Contractor:** The Subconsultant is an independent contractor. Neither the Subconsultant nor any of its officers, employees, agents, or Subconsultants, if any, is an employee of ATKINS by virtue of this Agreement or performance of any work under this Agreement.

1. **Force Majeure:** Neither party to this Agreement will be liable to the other party for delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, which may result from acts of God, acts of

government authorities, extraordinary weather conditions, pandemics, or other natural catastrophes. Subconsultant will take reasonable steps to mitigate the impact of any force majeure. ATKINS will adjust the schedule under this Agreement if ATKINS’ schedule is equitably adjusted by ATKINS’ Client.

1. **Entirety of Agreement:** This Agreement and any portion of the Prime Agreement binding upon Subconsultant embody the entire Agreement and understanding between the parties hereto, and there are no other Agreements and

understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of the Agreement shall be valid unless made in writing signed by both parties hereto. In case of a conflict between the provisions of the Prime Agreement and those in this Agreement, the most stringent provision shall govern.

1. **Non-Discrimination:** During the performance of this Agreement, unless exempt under the terms of the applicable regulation, Subconsultant shall comply with the requirements of Executive Order 11246 (Equal Employment Opportunity), as amended, Section 503 of the Rehabilitation Act of 1973, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, implementing regulations 41 CFR §§ 60-1.4(a), 60-

250.5, 60-300.5(a), and 60-741.5(a), and Executive Order 13496 (Employee Rights under NLRA), the terms of which

are incorporated herein by reference. Subconsultant shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, status as protected veterans, and individuals with disabilities at all levels of employment, including the executive level.

Such prohibited actions include but are not limited to discrimination in employment, promotion, demotion or

transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, fringe benefits, leaves, and the selection for training, including apprenticeship. Unless exempt, Subconsultant shall take affirmative action to ensure equal employment opportunity without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age, status as protected veterans, and individuals with disabilities at all levels

**PROFESSIONAL SERVICES SUBCONSULTANT AGREEMENT (NON-FEDERAL)**

of employment. Subconsultant shall post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this non-discrimination Article.

In the event the Project is funded in whole or in part by the US Department of Transportation (“**DOT**”) and Subconsultant is not exempt, Subconsultant shall also comply in all respects with DOT regulations and orders implementing Title VI Section 601, including but not limited to 49 CFR Part 21 and USDOT Order No. 1050.2A

Appendix A and E (found at [https://www1.maine.gov/mdot/civilrights/docs/title6/FTABlankStandardAssurance.pdf)](https://www1.maine.gov/mdot/civilrights/docs/title6/FTABlankStandardAssurance.pdf) which are incorporated herein by reference Subconsultant shall include this subsection (a) in all lower-tier subcontracts and shall require that all lower-tier Subconsultants comply with its terms. Failure by Subconsultant to carry out these requirements is a material breach of this Subcontract, which may result in the termination of this Subcontract or such other remedy as ATKINS deems appropriate.

**A. Employment Eligibility Verification**. Subconsultant shall comply with the requirements of Executive Order 13465 in verifying employment eligibility of: (i) all employees hired during the contract term; and (ii) all employees performing work in the United States on the contract. Subconsultant shall include this subsection (b) in all lowertier subcontracts and shall require that all lower-tier Subconsultants comply with its terms.

1. **No Third-Party Beneficiaries:** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any third party. It is expressly understood and agreed that the enforcement of these items and conditions shall be reserved to Client and ATKINS. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of Client and ATKINS that any such person or entity, other than Client and ATKINS, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

1. **Ownership of Work Product:** Any drawings, plans, specifications, and other documents and electronic data furnished by Subconsultant (“**Work Product**”) pursuant to this Agreement shall be considered works for hire and ATKINS shall retain all ownership and all property interests in the Work Product. Subconsultant shall not be liable for any unauthorized reuse or modification of its Work Product.



**PROFESSIONAL SERVICES SUBCONSULTANT AGREEMENT (NON-FEDERAL)**

LIST OF ATTACHMENTS

ATTACHMENT A – STATEMENT OF SERVICES

ATTACHMENT B – COMPENSATION SCHEDULE

ATTACHMENT C – PROJECT SCHEDULE

ATTACHMENT D – INVOICING INSTRUCTIONS

ATTACHMENT E – REDACTED PRIME AGREEMENT

11

Professional Services Subconsultant Agreement ANA-004, Revision 10, 03/2021



**PROFESSIONAL SERVICES SUBCONSULTANT AGREEMENT (NON-FEDERAL)**

##### ATTACHMENT D INVOICING INSTRUCTIONS

**Subcontract Price Breakdown – Invoices must bill by line item as shown below:**

**Project No: 100075346/ 220221.S.H.MTI Subcontract No.:**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Line Item** | **Task No.** | **Description** |  |  |  | **Amount** |
| 1 | 220221.S.H.MTI | Original Subcontract |  |  |  | $45,604.00 |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  | | |  |  | **Total** | $45,604.00 |

(To be completed by Procurement) **Invoicing Instructions**

At a minimum, all Subconsultant invoices **MUST** include the following information

* ATKINS Project Number
* Project Name
* Subcontract Number
* Billing Period
* Invoice Number/Date
* Invoices must reflect each line item and task as reflected above. Supporting documentation for the invoiced amount will be required as applicable.
* Prior to receiving payment, Business Partners shall always provide detailed invoices and other supporting documentation, the whole to the satisfaction of ATKINS, including, where applicable, quotations, report, deliverables and detailed invoices of suppliers and Subconsultants, legible receipts for material and expenses as well as any document that ATKINS may reasonably require.

The Project Manager has the authority to re-allocate funds from one line to another line. Addendums are required to increase/decrease or change the Scope of Work.

*{Note: Failure to provide accurate and complete invoices may delay payments. SUBCONSULTANT SPECIFICALLY*

*AGREES THAT ATKINS’ PAYMENT OBLIGATIONS HEREIN ARE EXPRESSLY CONDITIONED*

*UPON ATKINS’ RECEIPT OF FUNDS FROM CLIENT COVERING SUBCONSULTANT’S SERVICES AS A CONDITION PRECEDENT.}*

**ADDITIONAL INVOICING INSTRUCTIONS:**

**FDOT Contract CAA67 - Subconsultant shall submit invoices by the 5th business day of the following month. All invoices shall be mailed to** terry.buckley@atkinsglobal.com **and** vivian.maldonado-abbuhl@atkinsglobal.com**.**

Professional Services Subconsultant Agreement

ANA-004, Revision 10, 03/2021

**ATTACHMENT "A" GENERAL CONSULTANT SERVICES - DISTRICT ONE FINANCIAL PROJECT I.D. 428979-1-22-02; CONTRACT CAA67**

##### TASK WORK ORDER NO. 046 DEMO PM Support (MTI)

###### 1.0 DESCRIPTION OF SERVICES

Atkins, as the General Engineering Consultant (GEC), for the Florida Department of Transportation (FDOT), shall act as an extension of the FDOT’s DEMO staff to provide PD&E Project Management support in the Southwest Area Office.

###### 2.0 SERVICES TO BE PROVIDED

The GEC services to be performed shall include, but are not limited to the following:

2.1 Assist the FDOT in PD&E project management, including:

* Plan, coordinate, direct and review project activities from concept development through NEPA/state environmental document approval
* Review and coordinate work of other PD&E consultants
* Coordinate with the FDOT Office of Environmental Management (OEM), as necessary
* Evaluate and validate consultant submitted schedules and their overall compliance with project milestone objectives
* Evaluate physical progress of PD&E activities versus schedule progress and report significant variances

* 1. Prepare scopes and participate in marketing meetings and attend Consultant presentations, as needed.

* 1. Attend field reviews with FDOT staff and/or Consultants.

* 1. Attend Project Development and Environment (PD&E) Study documents to ensure consistency with the latest guidance as described in the PD&E Manual and be consistent with the National Environmental Policy Act and all subsequent amendments.

* 1. Assist with the resolution of work program related issues as well as provide support to Metropolitan Planning Organizations (MPOs), Transportation Planning Organizations (TPOs) and other inter-governmental requirements as directed by the DEMO management.

* 1. Coordinate with Liaisons to ensure project consistency with MPO/TPO Long Range Transportation Plans, Transportation Improvement Programs, and State Transportation Improvement Programs.

* 1. Participate in public involvement activities related to projects, e.g. public hearings, public workshops/meetings, TPO/MPO meetings, stakeholder meetings, etc.

###### 3.0 SERVICES TO BE PROVIDED BY THE FDOT

3.1 Make task assignments, provide management of GEC staff, and maintain a work schedule for the duration of the assignments.

3.2 Arrange for quality control/quality assurance on GEC produced deliverables.

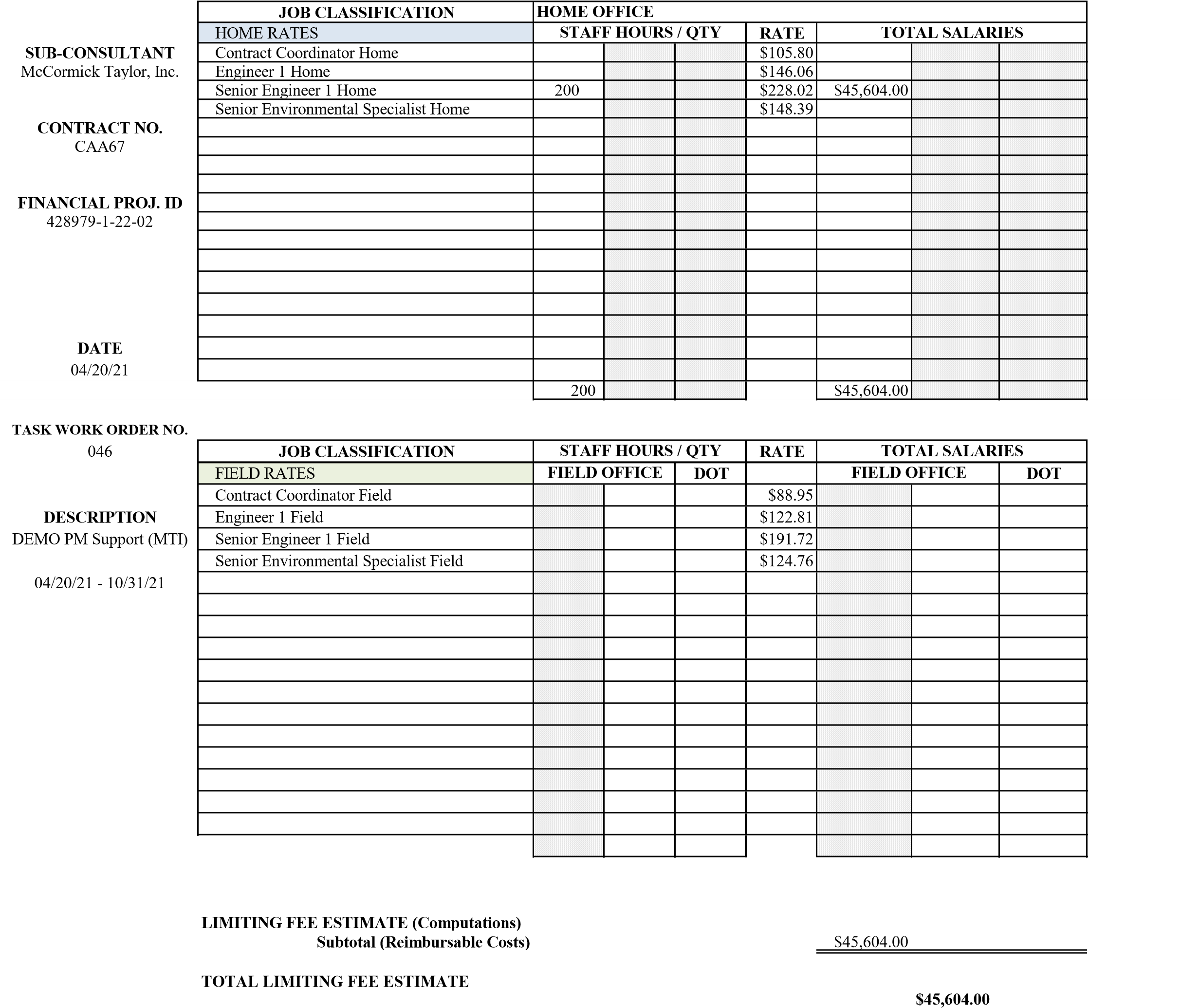
###### 4.0 LENGTH OF SERVICES

The date of services shall be from April 20, 2021 through October 31, 2021. However, this task shall remain open until contract completion (September 29, 2025).

###### 5.0 ESTIMATE OF SERVICES

Details of the estimated cost are contained in Attachment "B". Any classification in the contract and contract amendments can be used in this task.

**A-T-T-A-C-H-M-E-N-T "B" LIMITING FEE ESTIMATE - GENERAL CONSULTANT SERVICES**



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION 375-030-12

PROCUREMENT

STANDARD PROFESSIONAL SERVICES AGREEMENT OGC – 06/18

Page 1 of 2

Contract No.: CAA67 District: District 1

FDOT Financial ID No.(s) 428979 1 12 02; 428979 1 22 02; 428979 1 32 02; 428979 1 42 02; 428979 1 62 02

Appropriation Bill Number(s)/Line Item Number(s) for

1st year of contract, pursuant to s. 216.313, F.S. SB2500/1949

*(required for contracts in excess of $5 million)*

F.A.P. No. TBD

9/30/2020 | 11:37 AM EDT

THIS AGREEMENT, made and entered into on , by and between the

(This date to be entered by DOT only)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the ATKINS NORTH AMERICA, INC.

Department and

(

FEID No.

F590896138

)

of

4030

W. Boy Scout Blvd., Suite 700, Tampa, FL

33607

authorized to conduct business in the State of Florida, hereinafter called the Consultant, agree as follows:

The Consultant and the Department mutually agree to abide by the Department's **Standard Professional Services**

**Agreement, Terms**, dated **June, 2018** which are available as an appendix to this form in the Department's Professional Services web site or from the Department's Office of Procurement. The **Standard Professional Services Agreement Terms**, with the exception of the following non-applicable sections:

are incorporated by reference and made a part of this Agreement.

1. **SERVICES AND PERFORMANCE** 
   1. The Department does hereby retain the Consultant to furnish certain services as described in Exhibit "A", attached hereto and made a part hereof, in connection with General Consultant District Wide
   2. Unless changed by written agreement, the site for inspection of work referenced in Section 1.I of the **Standard Professional Services Terms**, will be 4030 W. Boy Scout Blvd., Suite 700, Tampa, FL 33607.
2. **TERM**

|  |
| --- |
| 5 |

* 1. Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this Agreement will remain in full force and effect through completion of all services required of the Consultant or a year term from the date of execution of this Agreement, whichever occurs first.
  2. Check applicable terms

The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from the Department's which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within months of the commencement date specified in the notice to proceed or as modified by subsequent Amendment or Supplemental Agreement.

The project services to be rendered by the Consultant for each task assignment will commence, upon written notice from the Department's GEC Program Manager and will be completed within the time period specified in each task assignment. All services performed under this contract will be completed within 60 months from the date of this Agreement. The total fee for all accumulated task assignments may not exceed

The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from the Department's which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within calendar days following completion of the construction contract(s) with which consultant services are associated. The anticipated length of the consultant services is months.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION 375-030-12

PROCUREMENT

STANDARD PROFESSIONAL SERVICES AGREEMENT OGC – 06/18

Page 2 of 2

1. **INSURANCE**

The amount of liability insurance to be maintained by the Consultant in accordance with Section 4.B of the **Standard**

**Professional Services Agreement Terms** is .

1. **SUBCONTRACTS**

The following subconsultants are authorized under this Agreement in accordance with Section 7.A. of the **Standard Professional Services Agreement Terms**:

Cella Molnar & Associates, Inc.; Collins Survey Consulting LLC

1. **COMPENSATION**

The Department agrees to pay the Consultant compensation as detailed in Exhibit "B", attached hereto and made a part hereof.

1. **MISCELLANEOUS**

* 1. Reference in this Agreement to Director will mean the District Secretary.
  2. The services provided herein do do not involve the expenditure of federal funds. In the event federal funds are involved, Section 9 of the **Standard Professional Services Agreement Terms** is incorporated by reference.
  3. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein.

Page A-1 through Page A-54 : Exhibit "A", Scope of Services

Page B-1 through Page B-7 : Exhibit "B", Method of Compensation

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

**STATE OF FLORIDA**

ATKINS NORTH AMERICA, INC. **DEPARTMENT OF TRANSPORTATION**

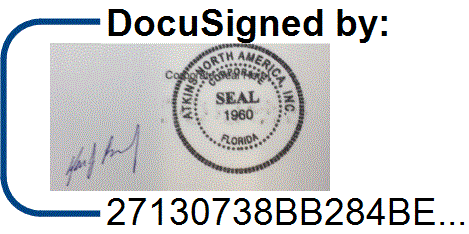
(Print/Type)

Name of Consultant

BY:

BY:

Authorized Signature



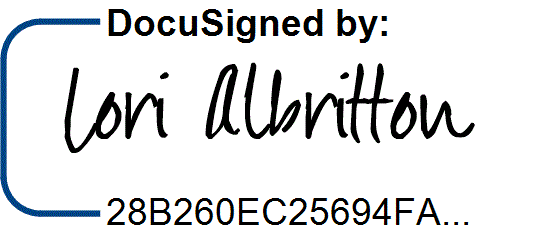
Ken Burns

Lori Albritton

(

Print/Type

)



Title: Senior Vice President  Title: District Transportation Support Manager

FOR DEPARTMENT USE ONLY

LEGAL REVIEW

APPROVED:



General Counsel

Office



Professional Services Unit

**STANDARD PROFESSIONAL SERVICES AGREEMENT TERMS**

**June, 2018**

1. **SERVICES AND PERFORMANCE**

* 1. Before making any additions or deletions to the work described in the Agreement, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will enter into a Supplemental Agreement covering such work and compensation. Reference herein to the Agreement will be considered to include any Supplemental Agreement.

* 1. In the performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The Consultant will use due care in performing its services and will have due regard for acceptable engineering standards and principles. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.

* 1. The Consultant agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of work being done by the Consultant and of the details thereof. Coordination will be maintained by the Consultant with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to the Agreement may request and be granted a conference.

* 1. All services will be performed by the Consultant to the satisfaction of the Director who will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and the decision upon all claims, questions and disputes will be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses will be subject to mutual agreement of the parties, and Supplemental Agreement(s) of such a nature as required will be entered into by the parties in accordance herewith.

In the event that the Consultant and the Department are not able to reach an agreement as to the amount of compensation to be paid to the Consultant for supplemental work desired by the Department, the Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by the Department to be reasonable. In such event, the Consultant will have the right to file a claim with the Department for such additional amounts as the consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve the Consultant from the obligation to timely perform the supplemental work.

* 1. In the event the work covered by this Agreement includes the preparation of construction plans, it is understood that the work may be divided into two or more construction projects by the Director and that, if this is done, the Consultant will supply construction plans for each project.

* 1. The Consultant is authorized to use the Department's computer facilities utilizing Department programs required for the performance of the services herein. The Consultant will identify the programs required and submit a written request to the Department's Project Manager for approval.

* 1. All design work performed by the Consultant for projects where anticipated construction cost is one million dollars ($1,000,000) or more will be subject to Value Engineering. The Department further reserves the right to subject projects of lesser construction cost to Value Engineering should the Department deem circumstances are present that warrant such a decision. Value Engineering may be performed at any stage of the design process. Unless specifically identified in the Agreement, the Consultant will not be required to perform the Value Engineering analysis.

* 1. The Consultant will not be liable for use by the Department of plans, documents, studies or other data for any purpose other than intended by the terms of this Consultant Agreement.

* 1. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Department upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Department will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

1. **TERM:**

* + 1. Services required after completion of scheduled project services, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the term of this Agreement at written direction of the department. Supplemental Agreements may be negotiated for any post project schedule services needed by the Department after scheduled project services.

In the event it becomes impracticable or impossible for the Consultant to complete the expected services within the term of this Agreement due to delays on the part of the department or circumstances beyond the control of the Consultant, the Agreement may be extended. An extension of the Agreement must be in writing.

* + 1. In the event there are delays caused by the Department in approval of any of the materials submitted by the Consultant or if there are delays occasioned by circumstances beyond the control and without fault or negligence of the Consultant which delay the scheduled project completion date, the Department may grant an extension of time equal to the aforementioned project schedule delay, as a minimum and not to exceed the Agreement term, by issuance of a Time Extension Letter. This letter will be for time only and does not include any additional compensation.

It will be the responsibility of the Consultant to ensure at all times that sufficient time remains in the Project Schedule within which to complete the services on the project. In the event there have been delays which would affect the project completion date, the Consultant will submit a written request to the Department which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. The Department will review the request and make a determination as to granting all or part of the requested extension.

In the event time for performance of the scheduled project services expires and the Consultant has not requested, or if the Department has denied, an extension of the Project Schedule completion date; partial progress payments will be stopped on the date time expires. No payment shall be made for work performed after the Project Schedule completion date until a time extension is granted or all work has been completed and accepted by the Department if the Agreement term has not expired.

1. **COMPENSATION:**

* + 1. Bills for fees or other compensation for services or expenses will be submitted to the Department in detail sufficient for a proper preaudit and postaudit thereof. The Department will render approval or disapproval of services within five working days of the receipt of a written progress report unless otherwise stated in the Agreement. The progress report will be accompanied by an appropriate invoice.

* + 1. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, will be submitted in accordance with Section 112.061, Florida Statutes. In addition, if compensation for travel is authorized under this Agreement and by the Department's Project Manager, then the Department shall not compensate the Consultant for lodging/hotel expenses in excess of $150.00 per day (excluding taxes and fees). The Consultant may expend their own funds to the extent the lodging/hotel expense exceeds $150.00 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve compensation to the Consultant for lodging/hotel expenses in excess of $150.00 per day.

* + 1. Records of costs incurred under terms of this Agreement will be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records will be furnished to the Department upon request.

* + 1. Records of costs incurred will include the Consultant's general accounting records and the project records, together with supporting documents and records, of the Consultant and all subconsultants performing work on

the project, and all other records of the Consultant and subconsultants considered necessary by the Department for a proper audit of project costs.

* + 1. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement will be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, Rule Chapter 14-75, Florida Administrative Code, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State regulations and Federal regulations in that the more restrictive of the applicable regulations will govern.

* + 1. The Consultant should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

* + 1. If a payment is not available within 40 days, a separate interest penalty at a rate established pursuant to

Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the

Consultant. Interest penalties of less than one dollar will not be paid unless the Consultant requests payment. Invoices which have to be returned to a Consultant because of Consultant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

* + 1. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

* + 1. Except for issues arising from contract indemnification provisions, the Department will have the right to retain out of any payment due the Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to the Department by the Consultant on any other Agreement between the Consultant and the Department. The Department may withhold payment on any invoice in the event that the Consultant is in default under any provision of this Agreement or any other Agreement between the Consultant and the Department as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, the Department will have the right to retain an amount equal to the damages suffered as a result of the default.

* + 1. It is mutually agreed and understood that the following provision will be applicable to this Agreement if the compensation to be paid to the Consultant, whether by lump sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs provided the Department to support the compensation are accurate, complete and current as of the date of this Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which the Department determines the Agreement price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such Agreement adjustments must be made within one year following the end of the Agreement. For this purpose, the end of the Agreement is the date of final billing or acceptance of the work by the Department, whichever is later.

* + 1. The Department, during any fiscal year, will not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department will require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained will prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

1. **INDEMNITY AND INSURANCE:**

* 1. If the Consultant is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under

Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida

Statutes, to practice engineering, and who enters into a written agreement with the Department relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the Consultant will indemnify and hold harmless the Department, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract.

The parties agree that 1% of the total compensation to the Consultant for performance of this Agreement is the specific consideration from the Department to the Consultant for the Consultant's indemnity agreement.

* 1. The Consultant will have and maintain during the term of this Agreement, a professional liability insurance policy or policies, or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this Agreement in the amount specified in the Agreement.

* 1. Under the terms of this agreement, the plans, reports and recommendations of the Consultant will be reviewed by the Department for conformity with Department standards and agreement terms. However, review by the Department does not constitute detailed review or checking of design components and related details, or the accuracy with which designs are depicted on the plans.

* 1. Acceptance of the work by the Department or Agreement termination does not constitute Department approval and will not relieve the Consultant of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The Consultant shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the Consultant without additional compensation. If these errors and/or omissions are discovered during the construction of the project, they shall be corrected without additional compensation.

1. **COMPLIANCE WITH LAWS:**

* 1. All final plans, documents, reports, studies and other data prepared by the Consultant shall bear the professional's seal/ signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.

* 1. Chapter 337.162 Florida Statutes applies as follows:

* + - 1. If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it will submit a complaint about the violations to the Department of Business and Professional Regulation. The complaint will be confidential.

* + - 1. Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of his employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules will submit a complaint about the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455 and the state licensing law applicable to that licensee. The complaint will be confidential.

* + - 1. Any confidential information submitted to the Department of Business and Professional Regulation will remain confidential pursuant to Chapter 455 and applicable state law.

* 1. The Consultant will comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.

* 1. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this Paragraph, the Department shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

* 1. The Consultant shall comply with Chapter 119, Florida Statutes. Specifically, the Consultant shall:

* + - 1. Keep and maintain public records required by the Department to perform the service.

* + - 1. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

* + - 1. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and

following completion of the Agreement if the Consultant does not transfer the records to the Department.

* + - 1. Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Consultant or keep and maintain public records required by the Department to perform the service. If the Consultant transfers all public records to the Department upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by the Consultant to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF

CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 1

863-519-2623

D1prcustodian@dot.state.fl.us

Florida Department of Transportation

District 1 - Office of General Counsel

801 N.Broadway

Bartow, FL 33830

1. The Consultant agrees that it will make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department and securing its consent in writing. The Consultant also agrees that it will not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information is the property of the Department.

1. Consultant covenants and agrees that it and its employees will be bound by the standards of conduct provided in applicable Florida Statutes and applicable rules of the Department of Business and Professional Regulation as they relate to work performed under this Agreement. Consultant further covenants and agrees that when a former state employee is employed by the Consultant, the Consultant will require that strict adherence by the former state employee to Florida Statutes 112.313(9) and 112.3185 is a condition of employment of said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.

1. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1. The Department will consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement, by the Department, if the Consultant knowingly employs unauthorized aliens.

1. DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1. The Consultant agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at [http://www.dot.state.fl.us/procurement/index.shtm,](http://www.dot.state.fl.us/procurement/index.shtm) incorporated herein by reference and made a part of this Agreement.

1. The contractor/consultant/vendor agrees to comply with section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 20.055(5), Florida Statutes.

1. **TERMINATION AND DEFAULT**

* 1. The Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination, as follows:

* + - 1. If the Department determines that the performance of the Consultant is not satisfactory, the Department may notify the Consultant of the deficiency with the requirement that the deficiency be corrected within a specified time; but not less than 10 days. Otherwise the Agreement will be terminated at the end of such time or thirty (30) days whichever is sooner.

* + - 1. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Consultant, the Department will notify the Consultant of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement is to be terminated.

* + - 1. If the Agreement is terminated before performance is completed, the Consultant will be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the Agreement.

* 1. The Department reserves the right to cancel and terminate this Agreement in the event the Consultant or any employee or agent of the Consultant is convicted for any crime arising out of or in conjunction with any work being performed by the consultant for or on behalf of the Department, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans specifications, computer files, maps, and data prepared or obtained under this Agreement will immediately be turned over to the Department . The Department reserves the right to terminate or cancel this Agreement in the event the Consultant will be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The Department further reserves the right to suspend the qualifications of the Consultant to do business with the Department upon any such conviction.

* 1. A Consultant is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Consultant is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of $1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s.

215.473, Florida Statutes. If the Department determines the Consultant submitted a false certification under Section 287.135 of the Florida Statutes, the Department shall either terminate the Contract after it has given the Consultant notice and an opportunity to demonstrate the Department’s determination of false certification was in error pursuant to Section 287.135 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met.

1. **ASSIGNMENT AND SUBCONTRACTORS**

* 1. The Consultant will maintain an adequate and competent professional staff so as to enable Consultant to timely perform under this Agreement and must be authorized to do business within the State of Florida and may associate with it such subconsultants, for the purpose of its services hereunder, without additional cost to

the Department, other than those costs negotiated within the limits and terms of this Agreement. The Consultant is fully responsible for satisfactory completion of all subcontracted work. The Consultant, however, will not sublet, assign or transfer any work under this Agreement to other than subconsultants specified in the Agreement without the written consent of the Department.

* 1. The Consultant must state in all subcontracts that services performed by any such subconsultant will be subject to the Professional Consultant Work Performance Evaluation System as defined in Chapter 14-75, Florida Administrative Code.

* 1. The following provision is hereby incorporated in and made a part of this Agreement when the services provided herein do not involve the expenditure of Federal funds:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract will be purchased from the Corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract will be deemed to be substituted for this agency insofar as dealings with such Corporation.

The Corporation referred to in the above paragraph is Prison Rehabilitative Industries and Diversified Enterprises, Inc. Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises

12425 28th Street North Suite 300

St Petersburg, Florida 33716

1. **MISCELLANEOUS**

* 1. All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders.

* 1. In the event that a court of valid jurisdiction finally determines that any provision of this Agreement is illegal or unenforceable, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

* 1. There are no understandings or agreements except as herein expressly stated.

* 1. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

* 1. In any legal action related to this Agreement, instituted by either party, Consultant hereby waives any and all privileges and rights it may have under chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in any county chosen by the Department and in the event that any such legal action is filed by Consultant, Consultant hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.

* 1. Consultant:

* + - 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and

* + - 1. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

* 1. The Department may grant the Consultant's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Consultant shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Consultant acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.

1. **TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):**

The following terms apply to all contracts in which it is indicated in Section 6.B of the Standard Professional Services Agreement that the services involve the expenditure of federal funds: During the performance of this contract, the Consultant, for itself, its assignees and successors in interest agrees as follows:

* 1. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

* 1. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement not withstanding.

* 1. Compliance with Regulations: The Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, “USDOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

* 1. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

* 1. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

* 1. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, Federal

Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Florida Department of

Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation

Administration, and/or the Federal Motor Carrier Safety Administrations appropriate, and shall set forth what efforts it has made to obtain the information.

* 1. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

* + - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or

* + - 1. cancellation, termination or suspension of the contract, in whole or in part.

* 1. Incorporation or Provisions: The Consultant shall include the provisions of Paragraph C through I in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a

Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

* 1. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and

49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29

U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49

U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive

Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

* 1. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

* 1. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

* 1. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

* 1. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law.

Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

* 1. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the

Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension,

Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

* 1. The Department hereby certifies that neither the consultant nor the consultant's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

* + - 1. employ or retain, or agree to employ or retain, any firm or person, or

* + - 1. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

* 1. The Consultant hereby certifies that it has not:

* 1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this contract (except a bona fide employee or Agency);

* 1. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

* 1. paid, or agreed to pay, to any firm, organization or person any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract (except a bona fide employee or Agency).

The consultant further acknowledges that this agreement will be furnished to the State of Florida

Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

##### EXHIBIT "A"



##### SCOPE OF SERVICES

**FINANCIAL PROJECT IDENTIFICATION (FPID) NOS.**

##### 428979-1-12-02; 428979-1-22-02;

**428979-1-32-02; 428979-1-42-02; 428979-1-62-02**

**GENERAL CONSULTANT DISTRICT WIDE**

**DISTRICT ONE**

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**EXHIBIT "A"**

**SCOPE OF SERVICES**

**FINANCIAL PROJECT**

**IDENTIFICATION (FPID) NOS.**

**428979-1-12-02, 428979-1-22-02, 428979-1-32-02, 428979-1-62-02**

**GENERAL CONSULTANT DISTRICT WIDE**

# I. PURPOSE

The Department requires the support of a General Consultant for a wide range of engineering, right-of-way acquisition, planning, environmental, architectural, landscape architecture, professional surveying and mapping, technical, management and administrative services to assist bringing to completion as expeditiously as possible numerous projects for the Work Program within District One and support the construction, maintenance and operations of the state highway system.

The General Consultant shall function as an extension of the Department's resources by providing qualified technical and professional personnel to perform to Department Standards and Procedures the duties and responsibilities assigned under the terms of this agreement.

The General Consultant shall minimize the Department's need to apply its own resources to assignments authorized by the Department. The Department, at its option, may elect to expand, reduce or delete the extent of each work element described in this scope of services document, provided such action does not alter the intent of this agreement.

The Department shall request General Consultant services on an as-needed basis. There is no guarantee that any or all of the services described in this agreement will be assigned during the term of this agreement. Further, the General Consultant is providing these services on a nonexclusive basis. The Department, at its option, may elect to have any of the services set forth herein performed by other consultants or Department staff.

Scope of Services, Stage I

December 11, 2019

# II. SERVICES

The following types of work elements may be assigned under the terms of this agreement:

## A. Fort Myers Urban Office (SWAO)

The General Consultant may be authorized to provide planning and production support to the district director for the Fort Myers urban office (SWAO) in developing the 5-year Transportation Plan for Charlotte, Collier, DeSoto, Glades, Hendry, and Lee Counties as requested. The General Consultant may be authorized to perform services identified under other Section II services as directed to support SWAO activities.

## B. Transportation Development - Program Management Support

1. Technical Scope Development Team

The Technical Scoping team services to be performed shall include but are not limited to the following:

1. Coordinate field review efforts with the District Program Development Engineer and all necessary District disciplines to develop technical scopes as requested.
2. Provide scoping team support by performing field reviews as needed to assist in the development of technical scopes including identification of potential verifications and exceptions. Field review teams may include, but are not limited to, a roadway engineer(s), drainage engineer(s), structural engineer(s), traffic/signalization/ITS engineer(s), and utilities coordinator.
3. Provide Long Range Estimates (LRE), Computer Aided Design and Drafting (CADD) and Environmental Support to produce technical scope supporting documentation; i.e. Long Range Cost Estimates, design concepts over aerial and preliminary environmental and social assessments.
4. Provide the necessary administrative, clerical and technical Support to the District Program Development Engineer and scoping teams throughout the technical development process.

2. Quality Assurance Review

Quality Assurance Reviewer working In-House to include the following Design Support and

Plans Review activities

1. Provide Quality Assurance Reviews and comments on construction plans specification, access permit submittals, engineering reports and other documents.
2. Produce Quarterly Review Reports
3. Advise and provide technical guidance for all stages of the design process.
4. Review roadway plans for compliance with applicable standards and criteria.
5. Attend/conduct meetings for project coordination.

## C. Transportation Development - Intermodal Systems Development (ISD) Support

ISD Department Support includes assistance to programs for Traffic and Corridor Planning and Public Transportation Support, including Aviation, Intermodal Development, Seaport Development, and Transit.

The General Consultant may be authorized to perform the following:

#### 1. Traffic and Corridor Planning Support

1. Perform Growth Management Reviews. Evaluate and review a variety of growth management amendments, submittals and applications in accordance with applicable Federal, State, and local laws as well as FDOT’s *Transportation Impact Handbook* and other procedures and guidance documents. Applications may include but are not limited to; Comprehensive Plan Amendments, Campus Master Plans, Utility Siting Plans, Sector Plans, and other economic development applications. The Consultant is expected to monitor and understand legislative changes and requirements as they may affect the Department’s oversight or local government requirements pertaining to Community Planning. Analyze impact of the development on the state facility and associated projections.
2. Collect and/or assemble relevant quantitative (traffic, pedestrian, & cyclist counts, O&D, etc.) and qualitative data to support corridor planning processes. Develop methodologies for, prepare, and/or review corridor master plans and alternatives analyses to address multimodal congestion and mobility issues.
3. Develop methodologies for and prepare and/or review operational and traffic impact analyses and project design traffic reports such as: Level of Service (LOS)

Scope of Services, Stage I

December 11, 2019

analyses, lane capacity analyses, roundabout feasibility studies and operational evaluations, intersection safety and operational analyses, congestion management analyses, travel time reliability studies, Intersection Control Evaluations (ICE), lane elimination/re-purposing studies, freeway managed lanes and ramp metering studies, freight studies, and interstate master plans in support of developing concepts, preliminary purpose and need statements, and scopes of services for PD&E studies or Design projects in accordance with the latest FDOT or District guidelines and methodologies and the *FDOT Project Traffic Forecasting Handbook* (latest edition). The Consultant shall identify any potential TSM&O solutions used in place of, complimentary to, or extending, identified no-build and build options.

1. Conduct Roadway Safety Audits (RSA) in accordance with the procedures and documentation of the FHWA “Road Safety Audit – Guidelines and Checklist” and/or the *Highway Safety Manual* (HSM).
2. Creation and maintenance of a regional traffic forecasting model utilizing the "Florida Standard Urban Transportation Model Structure" (FSUTMS) or other state approved modeling software.
3. Validation or sub-area validation of the existing District 1 regional planning model (D1RPM) to ensure performance is within accepted tolerances and develop future year models to analyze impacts of proposed development and projected future conditions. The consultant may be required to develop and maintain special purpose models such as freight, transit, AV/CV, or various multi-resolution models.
4. Perform future demand forecasting and capacity and operational analysis using projected traffic volumes to identify geometric and design deficiencies on roadway segments and at key intersections within an identified study area. Utilizing the currently-adopted District One regional travel demand model, evaluate the validity of base year traffic including, but not limited to, updating the roadway network, land uses, socio-economic data and traffic analysis zones to replicate base year conditions. Coordinate with impacted local jurisdictions to verify programmed and planned roadway improvements are reflected in the currently-adopted cost feasible model to obtain a reasonable horizon year traffic forecasts volumes for a No Build and the Build Alternative(s) within the study corridor in accordance with the *FDOT Project Traffic Forecasting Handbook*. Verify reasonableness of travel demand model forecasts using growth rates from

historical traffic trends analysis and population projections from the Bureau of Economic and Business Research (BEBR), where appropriate.

1. Preparation of Corridor Designation Reports for identification of corridors in the Florida Transportation Plan (FTP).
2. Develop and implement public involvement and awareness programs including state-of-the-art data collection public surveys, brochures, and newsletters, and attend and / or make presentations or any other related activities as required.
3. Preparation and updating of corridor analyses for improvements to the Strategic Intermodal System (SIS) including, but not limited to, updating the SIS Funding Strategy and evaluating hubs, connectors, and corridors in support of SIS designation change requests. The Consultant may be tasked to work with District Planning staff and the District SIS Coordinator in evaluating, developing cost estimates, prioritizing, and updating future needs for the District’s SIS Cost Feasible and Needs Plan updates in accordance with the latest SIS Strategic Plan.
4. Preparation and/or review of interchange related methodologies, analyses, and

Project Traffic Analysis Reports (PTAR) in support of Interchange Access

Requests such as: Interchange Justification Reports (IJRs), Interchange Operational Analysis Reports (IOARs), Interchange Modification Reports (IMRs), and Systems Interchange Modification Reports (SIMR).

1. Preparation of project conceptual plans, simulations or exhibits, or PowerPoint presentations as may be required.
2. Management, updates and maintenance of various Planning programs including, but not limited to, Project Suite, Growth Management Tracker, or similar software tools.
3. Review, research, and coordinate technical memoranda and reports, Transportation Improvements Programs (TIPs), Unified Planning Work Programs (UPWPs), Transit Development Plans (TDPs), etc. in relation to intermodalism.
4. Collect new or verify existing Roadway Characteristics Inventory (RCI) data on and off the State Highway System for recently completed construction projects or as part of the District’s re-inventory schedule in accordance with the latest RCI Field and Office Handbooks.

Scope of Services, Stage III

1. Prepare or update District Straight Line Diagrams (SLDs).
2. Collect new or verify existing data for the Highway Performance Monitoring System (HPMS) on sample roadway segments, located on and off of the State Highway System in accordance with FHWA guidelines and procedures.
3. GIS development which may include editing District GIS basemap, development of specialized automated routines, GIS training, etc.
4. Assist in implementation of transportation management systems required by MAP21 and future federal and/or state legislation that affects the Department.
5. Evaluation and analysis of Transportation Concurrency Management Systems.
6. Preparation and/or review of Corridor Access Management Plans (CAMP) and access management classifications in accordance with Rule Chapter 14-97 and 14-96 and District policies.
7. Assist in Work Program development, which may include developing and refining the Department's Tentative Five Year Work Program, reviewing and evaluating proposals from MPOs, local agencies, and/or other local governments, developing project cost estimates, preparing responses to public inquiries, conducting various work program financial analyses; mapping work program projects, developing related support materials associated with community outreach, identifying and establishing contact with media for advertisement purposes when appropriate (administrative weekly, local papers), and developing and implementing communication plan(s) to achieve the stated objectives of the Department's policies, plans, and programs which may include, but is not limited to, use of the following communication tools:
8. Public address presentations.
9. Audio/visual presentations.
10. Models and exhibits.
11. Use of National ITS Architecture, development and maintenance of District (Regional) Architectures and preparation of conceptual designs for ITS projects (enabling benefit and cost estimates and the development of detailed design plans, specifications and deployment cost estimates).

II

1. Review of new planning policies and the impacts to District One.
2. Review, analyze, and document operational improvement projects in support of the District One Congestion Management Process.
3. Provide assistance in developing Bicycle/Pedestrian Master Plans. aa.

Develop and/or review FDOT/Local Agency Bicycle/Pedestrian Plans.

bb. All reports must be edited for technical accuracy and clarity, well-written and organized, grammatically correct with no typographical errors, and in an FDOTapproved style.

#### 2. Planning Studio Support

1. Provide technical assistance for visioning and scenario planning initiatives. Assist the District in its efforts to implement the results of such initiatives.
2. Assist the District in its efforts to improve connections between travel modes and the integration land use and transportation planning.
3. Assist the District in promoting an understanding and use of Context Sensitive Solutions and tools. This may involve developing presentations and educational materials for District staff, local staff, and elected officials.
4. Assist the District in evaluating and determining the appropriate context classification either at a project level or a systemwide level. This may include a review of findings with the appropriate Departmental units and local governmental stakeholders and will lead to the determination of the appropriate design standards to be applied.
5. Assist Planning Studio in developing Corridor Vision Plans. This would involve conducting preliminary analyses of areawide (defined geographic areas) or corridors to address deficiencies and explore opportunities to improve access and multimodal mobility for people and freight.

The analyses will identify:

Context classification

Community vision(s)

Modes to be served and to what level Target Speed

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The analyses will need to obtain an understanding of the:

Regional and local contest in relation to the corridor sociocultural, economic land use, environmental and transportation characteristics in the study area. Problem(s)

Purpose & Need(s)

Goals & Objectives

Measures of success

Possible range of land use and transportation alternatives (planning level) Next steps

1. Tailor studies to address the complexity of the problem to be solved, level of data, and stakeholder input needed to develop alternatives. The community’s visions, priorities, and values should be reflected in the guiding principles and purpose and need of the study. The study should also include measures that are based on the community’s visions, priorities, and values. The study should identify the desired role of the roadway and from that the desired operating (target) speed. Connectivity should be addressed during the study by coordinating with the Metropolitan Planning Organization and local government planning staff.
2. Produce reports that document findings, the identified context classifications, community visions, concept sketch, commitments made, range of land use and transportation alternatives, and next steps. Effectively communicate information (such as methodologies, tools and data used, and results) with various Department offices, other agencies, and the public.

#### 3. Public Transportation Support

1. Inventory of transit vehicles purchased with federal and state funds in accordance with Department procedures.
2. Review of roadway design plans to determine the probable impact each project will have on existing transit, aviation and intermodal facilities.
3. Program development which may include developing and refining the Department's Tentative Five Year Work Program; reviewing and evaluating proposals from MPOs, local agencies, and/or other local governments; developing project cost estimates; preparing responses to public inquiries; conducting various work program financial analyses; mapping work program projects; preparing graphics and presentation materials for work program meetings, public hearings, etc.
4. Project/Grant Management of Transit Agencies, program and projects.

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1. Assist transit agencies in proactively addressing congestion mitigation.
2. Provide grant oversight and guidance.

#### 4. Rail Support

1. Review roadway improvement plans that cross-rail lines, encroach upon the railroad right of way or otherwise impact the rail system; included in this review are drainage, lighting, utilities, maintenance of traffic, signing and pavement markings and traffic signals that may include preemption. Address any issues that may interrupt the movement of trains across the roadway or have any impact on rail facilities, including rail lines, gates and signals, electronic equipment or other rail equipment and facilities.
2. Provide support for establishing Operation Lifesaver and Rail/Train Safety Week activities. May include presentations, videos and handouts to educate the public about train safety. Example, Presentations to Schools, Trucking Companies, and Downtown monthly events throughout the District. Will need to become Operation Lifesaver certified presenter.

0.

1. Coordinate with the rail company and Department design project manager to inform them of impacts of planned construction on roadways and rail lines; suggest adjustments or improvements to avoid or minimize impacts. Request information regarding railroad projects in the area of roadway projects
   1. Coordinate with railroad companies regarding crossing reconstructions, railroad crossing signal improvements, flashing roadway warning signs and traffic signals involving preemption, emergency repairs, encroachment issues, railroad flagging request directional bores, jack and bores and grade separations. Prepare and obtain agreements, prepare change orders an assist with the application process for contractor right of entry and bores.
   2. Evaluate railroad company proposals and cost estimates for Department projects.
   3. Issue funding request through Project Suite, monitor for approval, utilize CFM and FACTS for funding authorizations.

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* 1. Provide Department rail personnel with updates on project progress. Advise Department personnel of any issues that affect roadway or rail safety or impediments on time letting of the project.
  2. Update the schedule in Project Suite as rail items are completed with dates and actualization. Issue the Rail Clear memorandum when all Rail Department activities are completed.
  3. Attend Pass the Torch, Partnering, Pre-Construction, Progress and any other meetings necessary for assigned projects. Attend public meetings. Attend rail coordination meetings and any other meetings deemed necessary by the Department.
  4. Monitor construction activities onsite to document by photos the progress of the improvements, ensure that funded material are being installed and to monitor the quality and safety of roadway traffic or trains using this crossing. Notify Department personnel of any observed issues.
  5. Verify project is complete as was contracted, photograph installed items, issue the Completion Form and submit to Central Office. Update the Railroad Highway Crossing Inventory (RHCI) with the improvements that have been completed.
  6. Archive documentation for completed projects as directed. (i.e. Agreements/Change Orders in PaperVision, project information into EDMS, etc.)
  7. Participate in annual Diagnostic Team Reviews. Gather information for potential Signal Safety projects and store documentation as required by the department. Note any sight obstructions such as tree or bush overgrowth; also note any missing or faded pavement markings or signage; notify the appropriate authority to have these issues remedied.
  8. Collect data and input into the Rail Highway Crossing Inventory (RHCI).
  9. Billing and Accounting duties may include:
     1. Verify the billing accuracy; resolve any discrepancies.
     2. Monitor funding to ensure project has adequate funds for payment of all invoices.
     3. Address Funding Roll Forward and Project by Project funding requirements.
     4. Ensure refund checks are processed to the correct project or account.

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* + 1. Upon verified payments of all project billing; close out project by status change request.
    2. Respond to audit request – gather the requested documents and respond to additional request from the auditor, meet with the auditor if requested.
  1. Maintain current training and required credentials such as an annual Roadway Worker Training Certification (required to work with the railroad right of way).

#### 5. Freight Support

Freight Program support which may include review and comment on state FMTP requirements; conduct freight impact analysis on designated facilities, networks and/or corridors; develop district-related support materials associated with community outreach, identify and establish contact with stakeholders for participation in district and state freight forums, meetings, working groups as required, develop and implement communication plan(s) to achieve the stated objectives of the Department's policies, plans, and programs which may include, but is not limited to, use of the following communication tools:

1. Public address presentation
2. Audio/visual presentations

Assist the department with financial and accounting issues for seaport grant management which may include

1. Reviewing invoices for accuracy for reimbursement of qualified expenses under seaport program Public Transportation Grant Agreements (PTGA).
2. Project monitoring and closeout.

Project/Grant management to include to include PTGA development, financial management of funds) Programming, encumbrances), and grant document management in Contract Funds Management (CFM).

#### 6. Aviation and Intermodal Support

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1. Develop and coordinate execution of Public Transportation Grant Agreements (PTGA’s), Amendments and Time Extensions with legal office, local agencies, and Financial Services Office.
2. Assist with Work Program Development Cycle for Aviation and Intermodal programs using the Joint Automated Capital Improvement Program (JACIP) to conduct reviews of projects being requested by agencies and recommending projects for Department participation.
3. Coordinate needs with local agencies and submits/tracks Work Program Code Sheets/Change Requests using Project Suite.
4. Encumbers funding in the Contract Funds Management (CFM) System and uploads final contract documents in FACTS.
5. Review and approve JACIP document submittals by agencies including CCNA, consultant and contractor third party agreements, scope of services, plans and specifications, engineer’s certification of plans, bid documents, bid tabulations, schedules, change orders and agency certifications.
6. Conduct a minimum of one mid-project site review and the final site review.
7. Review and approve invoices against approved third-party scope and fee proposals and complete Project Monitoring Reports per invoice package.
8. Travel to attend Federal Aviation Administration (FAA) meetings, pre-design meetings, construction progress meetings, site visit verifications, Work Program Development Meetings Continuing Florida Aviation System Planning Process (CFASPP) meetings, Statewide Aviation Meetings Aviation Task Team meetings and conferences.
9. Assist in policy and procedural reviews as needed.

## D. Transportation Development - Environmental Management Office (DEMO) Support

DEMO Department Support includes assistance to Engineering, Environmental, and Public Involvement Sections.

The General Consultant may be authorized to perform the following:

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1. The General Consultant may be authorized to review, comment, and manage the Project Development and Environmental (PD&E) consultant submittals and coordinate activities between design and PD&E consultants, the Department, Office of Environmental Management (OEM), other interested agencies, and the public. The General Consultant may be requested to perform these duties from within the District or from their home office.
2. The General Consultant may be authorized to perform engineering studies and environmental studies or surveys as set forth in the Department's Project Development and Environment Manual, Part I and II. This includes any subsequent updates and/or revisions to these documents that occur throughout the duration of the GEC contract. These studies and surveysassessments would be only a part of an overall study and would never constitute an entire engineering and environmental project study.
3. The General Consultant may be authorized to manage, review and comment upon the PD&E submittals as prepared by PD&E consultant(s). These shall include, but not be limited to, the project planning (corridor location), preliminary engineering (conceptual design) and environmental studies such as Categorical Exclusions, Environmental Assessments, Environmental Impact Statements, Traffic Memoranda, Location Hydraulic Reports, Natural Resource Evaluations (NRE), Air and Noise Reports, Cultural Resource Assessment Reports (CRAS), Contamination Impact Reports, Public Involvement Plans, Comments and Coordination Reports, and other reports necessary for location/design approval of the applicable design section.

Documents reviewed or prepared shall include but not be limited to all related environmental documents, engineering reports, transcripts of public hearings or workshops, and descriptions of right-of-way requirements, etc.

1. The General Consultant may be authorized to analyze alternative designs, review overall compatibility of designs from a constructability point of view, develop reports & schedules and assist in informing the public of the status and impacts of the project.

The General Consultant shall provide a peer review and analyze the alternative preliminary or final designs so as to minimize the total project cost, including right-of-way, construction and long-term maintenance.

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1. The General Consultant may be authorized to assist the Department in the performance of applicable environmental studies and the completion of required environmental documentation. This may include the preparation of State Environmental Impact Reports (SEIR), Non-Major State Actions (NMSA), Categorical Exclusions, Re-evaluations and technical reports.
2. The General Consultant may be authorized to provide the following minor project specific services for community involvement:
   1. Develop and implement a community involvement public information program.
   2. Identify and establish contact with media.
   3. Develop and implement, as authorized, a communication plan to achieve the stated objectives of this program which may include, but is not limited to, use of the following communication tools:
      1. Public address presentations.
      2. Audio/visual presentations.
      3. Models and exhibits.
      4. Telephone hotline.
      5. Public service announcements.
      6. Periodic newspaper inserts reporting progress, benefits and schedules and/or scheduled newsletters.
      7. News reports, briefing and interview with all media.
      8. Construction information signing along project route.
      9. Mailings for public information purposes.
3. The General Consultant may be authorized to review DRI and sub-DRI development plans that affect the state highway system because of their access, traffic impact and right-of-way needs/impacts.
4. The General Consultant may be authorized to provide cultural resource program services including, but not limited to, performance of archaeological/historic

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structures surveys and subsequent reports, review of surplus property requests, Section 106 evaluations, historic architectural design and construction engineering inspection services and management of the District's cultural resource program including review of submittals, staff-hour estimates and negotiations support.

1. The General Consultant may be authorized to coordinate with the District Landscape Manager and provide conceptual support for the Scenic Highway Program on behalf of DEMO
2. The General Consultant may be authorized to provide support necessary for implementing Efficient Transportation Decision Making (ETDM).
3. The General Consultant may be authorized to assist the Department in completing hurricane clearance forms as needed.
4. The General consultant may by authorized to identify and develop a support program for Department environmental efforts as well as assist with project environmental activities, such as reevaluation tracking and planning consistency verification.
5. The General Consultant may be authorized to prepare scopes for PD&E studies that include traditional, Planning and PD&E overlap, PD&E and Design overlap, and PD&E and Design-Build RFP overlap scopes.

## E. Transportation Development - Design Department Support

Design Department Support includes assistance to Project Management, Utilities, Surveying & Mapping, and In-House Roadway and Traffic Design, Structures Design, Drainage Design, Environmental Permitting, Value Engineering and Landscape Architecture.

The General Consultant may be authorized to perform the

#### following: 1. Design

1. Provide design services to support the In-house Roadway and Traffic Design section. Prepare necessary design documentation and reports. Prepare concept

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plans and contract plans using FDOT-authorized Computer Aided Drafting and Design (CADD) system as required by the FDOT CADD Manual. Provide technical expertise for minor, major and complex project plans production in: roadway design, signing and marketing design, traffic signal design, Intelligent Transportation Systems (ITS) design, corridor highway lighting design, intersection/pedestrian lighting design, and trial lighting design and landscape architectural design.

1. Review and comment on the preparation by section/design consultants of construction plans at Phase I, Phase II, Phase III and Phase IV and at final completion; of technical special provisions at Phase III plans review stage and of preliminary and final estimates of construction costs. Review and comment on the preparation by section/design consultants of Bridge Development Reports, based upon such reviews, recommend acceptance and approval by the Department of such plans, specifications and estimates. Upon completion of the roadway and bridge plan review process, certify to the Department by letter that the plans, specification and estimates have been reviewed, all comments have been satisfactorily addressed, and that the design is in general accordance with both the applicable and current standards of AASHTO and FDOT and with the intended scope of work.
2. Provide drainage design services for the Drainage Department. Perform technical work in drainage design and permitting for in-house roadway and drainage projects. This includes, but is not limited to, the design of storm sewers, roadside swales/ditches, retention/detention ponds, exfiltration trenches, and pollution control structures. Provide GIS support, site data collection, and investigations regarding drainage complaints. Provide technical expertise for review and comment on drainage plans, reports, and drainage connection permits.

Additional work includes the documentation of all supporting drainage calculations and computer applications required for design and permitting purposes. Requires significant coordination with the roadway designer to ensure all project schedules are maintained, and all drainage and permitting problems are resolved.

1. Review design development compliance with approved project design criteria.
2. Review and provide written responses on the adequacy of all design consultant submittals of structural plans, roadway plans, signalization plans, signing and

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pavement marking plans, highway lighting plans (conventional and high mast), drainage plans, R/W maps, and survey data.

1. Provide structural advisory support services.
2. Provide Value Engineering Analyses and Studies.
3. Advise and consult on questions of engineering with respect to project design intent.
4. Incidental survey work, as may be required.
5. Review and provide written responses regarding the development of design and construction comparative cost estimates.
6. Monitor adopted work program funding and compare with project costs at various phase submittals and at scope preparation.
7. Assist in expediting and obtaining necessary permits and other authorizations authorized for advertisement for construction.
8. Assist in evaluation and preparation of revised/supplemental environmental impact statements and/or technical reports.
9. Advise and consult on question of engineering with respect to the construction of the project.
10. Review for completeness and provide written responses as to the applicability of construction contract special provisions.
11. Provide assistance in hearings, condemnation proceedings, and other litigation including the preparation of trial exhibits.
12. Provide special engineering services including special studies and economic advisory/analytical services such as benefit/cost analyses.
13. Provide geotechnical advisory support services, where authorized.
14. Provide survey support services as required.

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1. Acquire and manage subcontract services to obtain supplemental support, as authorized, when not provided by design consultants.
2. Review architectural design, structural, heating and air conditioning, electrical, illumination, plumbing, water supply, and wastewater treatment for conformance to general design standards.
3. Provide a communications plan for public awareness.
4. Conduct office and field reviews to ensure that adequate access management standards are met.
5. Conduct field reviews to evaluate a project's impact to adjacent property and the potential for right-of-way damages.
6. Prepare stormwater pollution control plans on selected projects.
7. Develop "cost-to-cure" remedies for right-of-way takes to determine/minimize damages to adjacent property.
8. Prepare and/or review Pavement Type Selection Reports (PTSR).
9. Prepare and/or review Pavement Designs cc. Prepare and/or review Typical Section Packages
10. Prepare and/or review variations and exceptions to ensure they are in compliance with the requirements of the FDOT Design Manual (FDM).
11. Provide a registered landscape architect to prepare landscape concept reports and landscape improvement plans (utilizing Dept. CADD Standards) in accordance with Federal, State, Local and DEPARTMENT requirements pertaining to transportation and landscape architecture. The CONSULTANT shall submit comments during the plan review processing the DEPARTMENT’S Electronic Review comment (ERC) System and coordinate said comments with the DEPARTMENT Project Manager, the Agency and/or their Consultant as directed by the District Landscape Architect.

#### 2. Project Management

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1. Provide professionally qualified individuals to perform Project Management including planning, scheduling, coordinating, directing and controlling project activities from concept development through the completion of construction of a project. Manage professional consultants performing preliminary engineering services.
2. Review/coordinate and manage the work of various section design consultants.
3. Review and comment on the preparation by section/design consultants of construction plans at Phase I, Phase II, Phase III and Phase IV and at final completion; of technical special provisions at Phase III plans review stage and of preliminary and final estimates of construction costs. Review and comment on the preparation by section/design consultants of Bridge Development Reports, based upon such reviews, recommend acceptance and approval by the Department of such plans, specifications and estimates. Upon completion of the roadway and bridge plan review process, certify to the Department by letter that the plans, specifications and estimates have been reviewed, all comments have been satisfactorily addressed, and that the design is in general accordance with both the applicable and current standards of AASHTO and FDOT and with the intended scope of work.
4. Review, validate and provide written response as to the state of design completion (physical progress) as reported by Design Consultants in their requests for progress payments.
5. Monitor design consultants’ performance of services to determine adequacy of work performed relative to contract intent.
6. Prepare Design Criteria Packages for Design Build projects which provide the design and construction requirements that clearly define the criteria to ensure the project, whether roadway, bridge, building or ITS system, is designed and constructed to meet the needs determined by the Department.
7. Assist the District Landscape Architect to coordinate and review General Use Landscape Permit Applications entered into the Department “One Stop” permitting system. Permit application may be associated with the landscape improvements in coordination with the Department, and/or other governmental agencies or private entities.

Scope of Services, Stage I

1. Assist the District Landscape Architect Coordinate to monitor, supervise, inspect and/or track landscape projects as requested. Document such activities with the implementation of scheduling programs, reports, notes, calculations, cost estimates and any other pertinent information required to record the process and conclusions of such work.
2. Assist the District Landscape Architect in the management of outdoor advertising matters by initiating, reviewing and/or tracking proposed view zones in accordance with the Vegetation Management at Outdoor Advertising Signs procedure and investigating, tracking, and resolving sign owners’ Notice of Inquiry and any other pertinent information required to document the process and conclusions of such work.
3. Assist the District Landscape Architect in generating executed Landscape Maintenance Agreements (LMAs) and Joint Participation Agreements (JPAs) between the DEPARTMENT and local governmental agencies to meet project production dates.
4. Support the District Landscape Architect in investigating and resolving district construction and maintenance matters. To include Post Design construction observation, evaluation, and provision of recommendations to the DEPARTMENT related to landscape construction.
5. Provide a ISA Certified Arborist for the evaluation of tree impacts and pruning activities, as requested. Provide evaluations of tree and/or palm material in accordance with Florida Nursery Grades and Standards (current edition) which shell include a written report with Florida Grade determination, with photographs, and overall description of the conditions reported. Provide a ISA Certified Arborist who possesses ISA Tree Risk Assessment Qualification to provide and/or review written reports in accordance with the ISA Tree Risk Assessment guidelines.
6. Assist the District Landscape Architect with plan reviews utilizing the DEPARTMENT ERC plan review system.
7. Assist the District Landscape Architect as a DEPARTMENT representative in meetings requiring the presence of a landscape architect representative. Provide notes and summary of meetings attended on behalf of the District Landscape Architect.

Scope of Services, Stage I

#### 3. Maintenance of Traffic

1. Confer/coordinate with state, county, municipal and other legal authorities having jurisdiction regarding the crossing, closing and/or relocation of expressway, railroads, roads and streets and participate in negotiations of agreements covering such crossings, closings and/or relocations.
2. Review and verify available traffic data and develop additional data as authorized.
3. Review and assist in development of stage construction layouts based on the following technical parameters.
   1. Engineering analysis.
   2. Traffic capacity analysis.
   3. Traffic access and service analysis.
   4. Transportation economics analysis.
   5. Construction and traffic control cost analysis.
   6. Traffic and construction safety analysis.
   7. Final construction plans compatibility.
4. Review and critique conceptual Maintenance of Traffic plans for:
   1. Constructability.
   2. Ease of implementation and safety.
   3. Analysis of existing traffic data.
   4. Evaluation of existing movements and access requirements.

#### 4. Permitting

Scope of Services, Stage I

1. Delineate and survey wetlands that meet requirements for both state and federal agencies.
2. Prepare and/or review and provide written comments on permit requirements.
3. Prepare permit packages to include drawings, wetland delineations, calculations, GIS exhibits and data that are provided by section design consultants, or its own agents.
4. Obtain Department approvals and submit permit packages to appropriate agencies.
5. Assist in expediting permit application/approval process.
6. Provide an inventory of environmental permits, permit requirements, permitting schedule, and permit preparation support.
7. Coordinate permit schedule with project schedule.
8. Prepare mitigation plans, as required, on selected projects.
9. Assist in the review of plans and special provisions for EA/EIS compliance.
10. Review local zoning requirements for setbacks.
11. Review plans and special provisions for permit compliance.
12. Define navigable waters and other information necessary to receive Coast Guard permits.
13. Locate and permit mitigation sites for FDOT projects, (Permit means both agencies, state and federal, i.e. FDEP, WMD, ACOE).
14. Prepare mitigation plans, as required, on selected projects.
15. Prepare and/or review threatened and endangered species biological opinions and/or permit applications (Federal, State or local agency.)
16. Review and provide comments on Total Maximum Daily Load (TMDL) reports that have been published by FDEP or EPA.

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1. Attend Technical Working Group meetings and provide comments and assistance with the Basin Management Action Plan (BMAP) to ensure the FDOT allocation is equitable.
2. Setup and maintain automatic water quality sampling and rain collection stations in

accordance with FDEP’s latest sampling requirements.

#### 5. Utility Coordination

1. Prepare preliminary utility schedule for:
   1. Adjustments
   2. Relocations
2. Review design consultants' preparation of utility relocation drawings.
3. Confer/coordinate with utility companies regarding crossings, closings and/or relocation of facilities and assist in the negotiation of utility agreements/permits.
4. Evaluate utility company proposals and cost estimates for relocation work.
5. Provide the Department's utility coordinators with all utility relocation correspondence and progress.
6. Provide inspection and record keeping for relocation activities.
7. Prepare the necessary documents to certify that utilities conflicts are clear.
8. Provide Subsurface Utility Exploration (SUE) services.

#### 6. Professional Surveying and Mapping Support

a. Mapping

1. Assist the Department in preparing title searches and/or reviewing title searches prepared by others ensuring they meet the requirements of Chapter 4, land title of the Department's Right-of-Way Manual, Topic No. 575-000000.

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1. Assist the Department in preparing right-of-way maps and/or reviewing rightof-way maps prepared by others ensuring they are prepared in accordance with the Right-of-Way Mapping Procedure, Topic No. 550-030-015-F.
2. Assist the Department in preparing legal land descriptions and/or reviewing legal land descriptions prepared by others ensuring they are in accordance with the Right-of-Way Mapping Procedure, Topic No. 550-030-015-F. b. Survey Services
3. The General Consultant shall provide services for incidental survey work, and review surveys made by others, as required, and shall ensure that all survey work, as applicable, is performed in accordance with the Location Survey Manual (Nos. 550-030-100, 550-030-001, and 550-030-030) and Maintenance of Traffic Training, Topic No. 625-010-010f. This work must comply with the Minimum Technical Standards for Professional Surveyors and Mappers (Rule 61G17-6, Florida Administrative Code, pursuant to Section 472.027, FS), and any special instructions from the Department. Survey work will comply with Chapter 177, FS, and the Department of Environmental Protection rules governing Mean High Water and

Jurisdictional Line Surveys.

1. The General Consultant shall provide photogrammetric services in accordance with the Department’s Outline Specifications: Aerial Surveys/Photogrammetry for Transportation Projects, Topic No. 550-020002.

#### 7. Value Engineering Support

The Department will determine which projects assigned to the General Consultant will require Value Engineering (VE) review. If authorized, the General Consultant shall:

o. Insure report compliance with VE Procedure No. 625-030-002-b.

b. Employ a Certified Value Specialist (CVS), qualified in value engineering of highway and bridge projects, to serve as the value engineering team leader.

p. Establish value engineering teams and conduct VE project reviews.

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1. Include approved VE scope language in appropriate PD&E and design scopes for consultant contractors.
2. Prepare and submit reports on resolution of VE team

## recommendations. F. Traffic Operations

Department Support includes assistance to Traffic Plans, Traffic Studies, Safety, Transportation Systems Management and Operations (TSM&O), Intelligent Transportation Systems (ITS), Access Management, Traffic Signal Systems.

The General Consultant may be required to assist in the following areas: a. Traffic Studies

1. Signal warrant study
2. Intersection analysis
3. Field intersection inventory
4. 8-hour turning movement count
5. 4-hour turning movement count
6. 2-hour turning movement count
7. 24-hour traffic count
8. Intersection delay study
9. 7-day continuous traffic count
10. Pedestrian volume count (8-hour)
11. Pedestrian volume count (4-hour)
12. 8-hour bicycle count
13. Qualitative assessment of intersection operation
14. Traffic conflict study
15. Develop emergency contingency plans.
16. Traffic Plans
    1. Review and comment on the preparation by section/design consultants of construction plans at Phase I (30%), Phase II (60%), Phase III (90%) and Phase IV (100%) and at final completion; of technical special provisions at Phase III (90%) plans review stage and of preliminary and final estimates of construction costs.
    2. Provide a review of all plans/permit phase submittals to determine the submittal meets the minimum requirements for that particular phase and is in compliance with the approved design criteria.
    3. Review and provide written response on the adequacy of all in-house and design consultant submittals of signalization plans, signing and pavement marking plans, ITS plans, and highway lighting plans (conventional and high mast).
    4. Provide and / or review Lighting Justification Reports.
    5. Provide and / or review voltage calculations.
    6. Accomplish minor design activities as may be authorized such as Signalization Plans, Signing and Marking Plans, ITS Plans, and Lighting Plans.
    7. Assist in preparation of Design Criteria Packages for Design Build projects which provide the design and construction requirements that clearly define the criteria to ensure that the project is designed and constructed to meet the needs determined by the Department.
    8. Provide special engineering services including special studies and economic advisory/analytical services such as benefit/cost analyses.

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* 1. Acquire and manage subcontract services to obtain supplemental support, as authorized, when not provided by in-house staff or design consultants.
  2. Design minor traffic improvements, such as left turn lanes.

1. Access Management
2. Conduct office and field reviews to ensure that adequate access management standards are met.
3. Review site development permits to ensure compliance with driveway and median spacing criteria.
4. Traffic Safety
   * 1. Obtain traffic crash records (per year)
     2. Safety report and benefit/cost analysis
     3. ADA/Bicycle-Pedestrian Reviews
     4. Perform reviews to resolve ADA requests, prepare design to implement solutions
     5. Perform ADA reviews for projects produced by the department and in permits.
     6. Provide assistance to develop Bicycle/Pedestrian Master Plans, perform a bicycle/pedestrian facility gap analysis.
5. Traffic Signal Systems
   1. Traffic signal timing
   2. Spot speed study
   3. Speed zone study report
   4. Travel time and delay study
   5. Condition diagram
   6. No passing zone studies
   7. Review and comment on traffic Impact Studies, Signal Timing Reports, Roundabout Studies and other related traffic engineering studies.
6. Transportation System Management & Operations (TSM&O)
   1. Provide assistance to the District in the implementation of the TSM&O Program. Assistance will include but is not limited to technical support of the TSM&O business and strategic planning, TSM&O studies and conceptual plans, TSM&O deployments, and TSM&O operations.
   2. Provide assistance to develop performance measures in line with Statewide and District Strategic Plans, Action Plans and Initiatives.
   3. Other assistance, as needed.
7. Intelligent Transportation Systems Support Services
   1. Provide all necessary engineering and drafting services required for developing new or revising and updating previously prepared ITS DesignBuild Criteria Packages, construction plans and specifications to conform to current Department Standards and Specifications.
   2. Provide ITS engineering services for projects utilizing the System Engineering Process in accordance with Federal Highway Administration (FHWA), including, but not limited to developing System Engineering Management Plans, Concepts of Operations (ConOps), System Engineering Analysis Checklists, Requirements Traceability Verification Matrices, Alternatives Analyses, Systems Requirements development, Validation and Verification Plans, and other System Engineering documentation required per Code of Federal Regulations (CFR) 940.
   3. Design and prepare plans for any ITS project and/or ITS elements within roadway projects. Prepare Special Provisions as required. Prepare a

complete specifications package, including applicable Technical Special Provisions (TSPs) and/or Modified Special Provisions (MSPs).

* 1. Develop or review ITS project requirements and hardware configuration analyses, including system architecture, interfaces, communications, equipment, devices and computers to assure consistency and compatibility with existing and proposed equipment within the various operation centers, with SunGuide compatibility requirements, and with the Statewide ITS Specifications.
  2. Prepare cost effectiveness analyses for ITS elements, including, but not limited to the following services; prepare benefit / cost studies on existing and proposed ITS deployments; prepare life-cycle cost analyses of existing or proposed ITS deployments; conduct ITS needs analyses on corridor-wide bases; provide value engineering analyses for proposed ITS deployments; prepare comparative engineering cost estimates; and provide special engineering services, including special studies and economic advisory/analytical services.
  3. Develop Scopes of Service for ITS projects.
  4. Develop or review ITS project requirements and hardware configuration analyses, including system architecture, interfaces, communications, equipment, devices and computers to assure consistency and compatibility with existing and proposed equipment within the various operation centers, with SunGuide compatibility requirements, and with the Statewide ITS Specifications.
  5. Review and/or develop acceptance testing procedures and perform and/or observe testing of all types of ITS devices throughout all phases of ITS projects or the applicable phases of roadway construction projects.
  6. Conduct system diagnostics and testing of ITS devices and communications equipment and document the results.
  7. Provide software support and/or maintenance including the development of web sites and/or customized ITS software needed for ITS applications.
  8. Prepare Plans and/or Technical Special Provisions for ITS equipment within ITS projects and/or roadway projects being designed that enhance,

modify, or extend the limits of existing ITS infrastructure through new construction projects.

* 1. Provide for review of the design and integration of ITS projects prepared by others.
  2. Prepare studies to explore and confirm the feasibility of deploying ITS infrastructure along selected corridors and addressing the initial and ultimate development of the ITS framework for the selected corridors.
  3. Develop conceptual designs for ITS infrastructure on the selected corridors that will include sufficient details to enable cost and benefit estimates supporting the subsequent development of detailed design plans, and specifications for the ultimate staged deployment.
  4. Review and assess the design details and the technical special provisions of communication systems prepared by others to ensure data will be transmitted between each field controller utilizing proposed hardwired interconnect.
  5. Provide engineering/operations assistance for the Traffic Incident Management (TIM) program by developing or reviewing documents and assisting to facilitating the three Traffic Incident Management Teams in District One. This may include conducting training or providing other incident management services and support for district TIM stakeholders.
  6. Develop emergency contingency plans.
  7. Provide technical and inspection support for construction and maintenance of ITS infrastructure.

1. Hurricane Team Support

GEC would be required to provide a Hurricane Signal Damage Assessment

Team upon request. Team would be required to report to District One Headquarters within 48 hours after a storm event has occurred. The team must consist of a minimum of five (5) people with a minimum of 3 years signal design experience. The team should be available to work in the district full time for a two (2) month minimum after the storm event. The work would consist primarily of comparing pictures of damaged signals to the as-built plan

sets for that location to determine what damage exists. Field reviews may be necessary. The expectation of work would be a spreadsheet provided that lists the pay items, quantities and dollar estimates of items needed to fully repair each signal. Items would need to be differentiated between emergency/temporary repairs intended to get the signal up and running, and those necessary for a full and permanent repair. The team may be expected to produce DDIR’s or other documentation for repair work. They will report to a Department employee that will lead the team and coordinate with other groups. Staff should expect long hours and potential weekend work. Staff should be outfitted with vehicles that can be used for field reviews.

## G. Transportation Development - Right of Way Support

Department Support includes assistance to Acquisition, Appraisal, Cost Estimating, Programs, Budget & Management Systems, Property Management, Records Management and Relocation.

The General Consultant may be authorized to perform the following:

1. Prepare requests for proposals to acquire specialized skills such as appraisers, review appraisers, title researchers, CPA's and contractors for demolition and removal of structures from the clearing of right-of-way.
2. Establish and maintain a record keeping system and archives.
3. Provide management and control services including implementation of detailed scheduling and cost control activities to support right-of-way/Relocation Assistance Support Services.
4. Conduct necessary public meetings.
5. Meet and coordinate with public officials of government agencies and civic groups as required.
6. Assist the Department in expediting the execution of the right-of-way process work.
7. Provide services necessary to coordinate, plan, direct, and control the right-of-way program and manage the contracts as well as provide personnel needed to augment the right-of-way staff associated with the following areas:
8. Property management, to include but not limited to property inventories, inspections, hazardous waste studies, asbestos surveys, asbestos abatement, and identifying and resolving encroachments on state right-of-way.
9. Demolition of structures to clear right-of-way.
10. Maintenance and disposition of surplus property and related leasing and disposal activities.
11. Appraisal, including business and severance damages.
12. Appraisal review.
13. Acquisition.
14. Eminent domain proceedings.
15. Relocation assistance.
16. Cost to cure programs.
17. Right-of-way cost estimating.
18. Business damages analysis and computation
19. Review of business damages offers and Department counteroffers.
20. General right-of-way program administration, including but not limited to development of right-of-way schedules and budgets, parcel and expenditure plans, project closings and various records management activities, and analysis and development of data processing reports for monitoring right-of-way production and business plan goals.
21. Develop and provide communication tools for use in litigation proceedings and rightof-way negotiations. This includes audio/visual presentations, models and exhibits such as still photography, video animation, aerial photography, engineering drawings 3-D models or any combination of these items, as well as assistance in hearings, condemnation proceedings, and other litigation to include preparation of court exhibits.
22. Provide services requiring technical expertise such as those identified in the Production Engineering Support section or other sections of this scope of services in support of right-of-way appraisal, appraisal review, negotiations, eminent domain or other right-of-way sections. Such services may include but not be limited to review of DRI development plans; review of zoning and setback requirements; design, engineering and review of cost-to-cure proposals for improved properties, businesses, utilities, railroads and public agencies; land planning and marketing studies; general contractor services for building cost analysis; furniture, fixture and equipment (FF&E) studies; environmental and landscaping studies; and other professional services necessary to assist in determining fair market value and just compensation.
23. Provide surveying equipment and personnel sufficient to provide any necessary services to complete surveys as directed, or to resolve survey issues.

## H. Transportation Operations - Construction Management Support

The General Consultant may be authorized to perform the following services:

1. Analyze contract change requests during the course of construction and recommend appropriate action.
2. Review claims and disputes and recommend necessary actions. Provide expert witness services in legal matters for supplemental agreements and contractor claims.
3. Review of procedure and process reviews of pre-construction activities, project documentation, contract payment compliance, contract administration, final estimates, etc.
4. Review of field inspection in areas of maintenance of traffic, earthwork construction, subgrade and base construction, asphalt construction, structures (steel and concrete), etc. 5. Prepare density logbooks

6. The consultant will prepare as-built plans, as per Chapter 2 Final Plans of the Field Standards for Final Estimates Manual and the CADD Roadway Standards using MicroStation.

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1. The consultant will review and recommend approval of Critical Path Method (CPM) schedules submitted by the contractor using Primavera and Suretrack project management software. On complex construction projects, the consultant will be required to prepare a detailed CPM schedule to establish contract duration for the project. This schedule will be prepared during Phase III plans review.
2. Assist the District Training Coordinator in the development and preparation of lesson plans for various training courses. Provide instruction of current and newly developed training courses.
3. Furnish construction project manager to perform engineering and inspection under the supervision of a resident construction engineer office.
4. Furnish construction engineering technicians to perform construction inspection.
5. Assist the District Final Estimates Office in preparation and review of final/monthly estimates per requirements of the Department's Estimates Manual.
6. Provide assistance to the District Compliance Office in performing monthly reviews and visit DOT resident offices and CEI offices to review the files of the Resident Contract Compliance Officer to ensure that EEO and DBE and training matters are being monitored and documented correctly according to the contract compliance manual.
7. Perform the duties of a resident contract compliance manager.
8. Provide construction support to assist in constructability review of plans and technical special provisions necessary in construction packaging of contract bids.
9. Review and evaluate construction contract packages and recommend possible improvements to strengthen documents as a management tool during construction.
10. Review terms and conditions of technical special provisions and recommend additions to meet construction objectives.
11. Study the need for and recommend, if authorized, advanced construction contracts for clearing, grubbing, and removal of obstacles and buildings prior to sectional construction contract awards.

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1. Determine compliance for each segment of construction as to safety, distribution of approved drawings and specifications and other data in reference to contract terms and conditions; i.e., insurance permits, regulations, coordination, construction methods, power, communication and alternative construction methods.
2. Review construction inspection reports relating to contractors' performance and communicate with contractors, if necessary, regarding negative conformance to plan specifications, workmanship, etc.
3. Analyze contract change requests during the course of construction and recommend appropriate action.
4. Maintain a construction control system:
   1. Costs.
   2. Estimates.
   3. Schedules.
   4. Contract status (major change reports).
   5. Production.
   6. Quantity survey.
   7. Progress (physical).
   8. Progress payments.
   9. Cash flow data (construction).
5. Coordinate project(s) interfaces as to traffic, materials and priorities.
6. Overview construction contracts including the need to take action in accordance with authority delegated to the Engineer as defined in the Department's Standard Specifications for Road and Bridge Construction and project specific Specifications Package.
7. Ensure quality control/quality assurance program with regard to:

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1. Design.
2. Conformance.
3. Reliability.
4. Acceptance.
5. Rejection, requiring:
   1. Rework.
   2. Repair.
   3. Replacement.
   4. Re-verification.
6. Document quality control.
7. Surveillance.
8. Monitor the project safety program:
   1. Contractor compliance with Department's accident prevention procedures.
   2. Overall safety master plan.
   3. Contractor training and orientation programs.
9. Coordinate utility relocation construction:
   1. Preconstruction conferences.
   2. Monitor relocations.
   3. Review/evaluate pay requests.

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1. Inspect utilities relocation construction work performed by utilities/contractors where covered by reimbursable agreements.
2. Inspect railroad company(s) relocation construction work performed by railroad/contractors where covered by reimbursable agreements.
3. Perform special studies.
4. Provide specialty subcontract services in support of the project, when authorized, including supplemental MOT traffic control support signing and pavement marking subcontract.
5. Review and respond to questions of an engineering nature with relation to the construction of each project, the preparation and advertising for bids, review of bids, and awards of contracts for construction.
6. Request verification by the CEI consultant who is providing construction engineering and inspection services that the construction contractor has procured all necessary construction permits, material allocations, and other permits and authorizations required in connection with the construction of a project.
7. Coordinate utility relocation activities with CEI consultant and utility company. Monitor activities of utility companies where labor and materials are eligible for reimbursement. Review and recommend for payment all invoices submitted by utility companies.
8. Serve as liaison between the Department, the CEI consultant, the construction contractors, and interested public and private agencies to promote cooperation during the construction process.
9. Prepare and implement a project specific public awareness program.
10. Schedule and conduct the pre-bid conferences for construction contracts.
11. Furnish a construction project engineer registered to practice in the state of Florida to monitor the construction activities and to review and recommend for purposes of payment to construction contractors that construction represented in invoices to the Department as having been performed was performed in general compliance with the intent of the plans and specifications and approved change orders. This independent review is solely for the above stated purposes and in no way, is to be construed as

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replacing, superseding, supplementing, or complementing the direct observation of the construction by the CEI consultant.

1. Retain copies of all documents prepared by the CEI consultant and pertinent to the purpose of this agreement.
2. Administer the activities of the CEI consultant in their work of observation of construction as to their compliance with their contracts with the Department. If noncompliance is observed, recommend and upon Department approval, implement corrective action.
3. Review the reports of the CEI consultant as to the approval of mill and shop inspection and testing.
4. Review approved shop and erection drawings as submitted by design consultants and/or contractors to require the timely processing by the design and CEI consultant.
5. Review and recommend for approval construction change orders and extra work orders prepared by the CEI consultant for submission to the Department including documentation as to the necessity for such changes and extra work and substantiation for the costs thereof.
6. In the event of the need to revise contract drawings during construction period, determine the need for revision. Issue contract original drawings to the Design Engineer for revision, obtain the revised originals from the design engineer, review the changes and corrections and on behalf of the Department, issue new prints of the revised drawings to all parties concerned.
7. Prepare and maintain monthly progress schedules and reports applicable to all phases of the construction operation, and such special reports as may be required to keep the Department advised with respect to the progress of construction of a project.
8. Review and recommend for payment, monthly billings from the CEI consultant.
9. Upon completion of a construction contract, monitor the preparation of record drawings and recommend to the Department approval of such record drawings.
10. Prepare a final engineering report on the construction status of each project.

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1. Provide staffing for administration of construction contracts in accordance with CPAM and the Department's CEI scope of services as needed.
2. Provide surveying equipment and personnel sufficient to provide any necessary services to complete surveys as directed, or resolve survey issues.

## I. Transportation Operations - Materials Support

The General Consultant may be authorized to assist the Department in the following areas:

1. Miscellaneous materials plans and document review of district wide and design section consultants.
2. Training and support of Materials staff in various activities, including Geotechnical Engineering and Asphalt coordination.
3. Accomplishment of minor design related materials activities.
4. Construction monitoring activities.
5. Research and Pilot Program activities.
6. Provide incidental geotechnical activities as required or requested.
7. Emergency services support for ground subsidence. This could include performing borings (auger, Standard Penetration tests, Cone penetrometer testing), materials testing, monitoring well installation, and geophysical testing (Ground Penetrating Radar, Resistivity, etc.) along with recommendations for a solution.
8. The consultant is not authorized to drive any Department owned vehicle. The consultant may, on occasion, travel with a Department employee in a Department owned vehicle as a passenger if the travel is official business.

## J. Transportation Operations - Maintenance Support

The General Consultant may be requested and authorized to perform maintenance functions and services necessary to coordinate, plan, manage and control the maintenance

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of roads and bridges and related facilities. Some of the functional areas and associated tasks the General Consultant may be called upon to perform include the following:

#### 1. Roadway System Condition

1. Assist with roadway transfer process.
2. Assist with Federal Functional Classification process for District One.
3. Update Federal Emergency Management Agency (FEMA) Maps/ Information for emergency reimbursement.
4. Perform data collection and input for Roadway Characteristics Inventory (RCI) for Maintenance features and other required inventories as needed.
5. Develop and update sign inventory for selected roadway sections.
6. Perform maintenance condition surveys, analyze results and report findings.
7. Perform pavement condition surveys, analyze results and report findings.
8. Perform appropriate input to departmental maintenance management systems such as RCI, MMS (Maintenance Management System), Pontis, EMIS (Equipment Management Information System), MSI (Materials Supply and Inventory) etc.
9. Perform special analysis and documentation to correct roadway system deficiencies when requested.

### 2. Structure Maintenance Management

1. Prepare scope of services for bridge and other structure inspection contracts.
2. Review bridge and other structure inspection reports and recommend corrective actions.
3. When conditions warrant, prepare special analyses and documentation to correct identified deficiencies.

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1. Conduct load-rating analysis.
2. Conduct scour analysis.
3. Complete minor design tasks for bridge repair.
4. Perform updates to existing "on-the-shelf" plans, as necessary to bring into conformance with current design standards.
5. Provide technically skilled resources to review, research, evaluate, compile and scan structure plans and scan related documents into electronic format records.
6. Perform other structures maintenance related tasks as necessary

### 3. Permits and Projects by Others

1. Review applications for permits within the Right-of-Way limits of specified county/sections.
2. Provide engineering analysis and review of permittee/applicant plans for State Highway System Connection Permits, Drainage Connection Permits, Utility Permits and other permits as needed.
3. Coordinate/perform field reviews for permit applications.
4. Provide inspection of permitted work while under construction.
5. Assist in development and implementation of permit process improvements.
6. Coordinate, manage, review plans and oversee work associated with projects on the State Highway System being handled by local government agencies such as JPA’s (Joint Project Agreements), CIGP (County Incentive Grant Program), TRIP (Transportation Rural Initiative Program) etc.

### 4. Maintenance Contracts Administration

1. Perform tasks necessary to plan, develop, execute, schedule, manage and inspect maintenance and repair contracts including the following:

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* 1. Traditional maintenance contracts
  2. Asset Maintenance contracts
  3. Performance based maintenance contracts
  4. Maintenance agreements with local agencies (MOA’s)
  5. Facility repair contracts (Rest Areas and Weigh Stations)
  6. Commodity contracts
  7. Contractual services contracts
  8. Other Maintenance and/or repair contracts
  9. Professional Services Contracts

1. Assist in the resolution of contract disputes
2. Provide technically skilled resources to review, research, evaluate, compile and scan maintenance contract related documents into electronic format records.

### 5. Water and Wastewater Operating Systems

1. Perform water and wastewater operating and maintenance functions as authorized by staff and/or as specified by the Department of Environmental Protection (DEP) issued permit.
2. Perform design and other related environmental and engineering functions which include but are not limited to the preparation of operating and maintenance report, capacity analyses report, signing-sealing new permit and/or permit renewals.
3. Perform specialty engineering analysis of existing systems to identify operational problems and develop alternate solutions for Department consideration and funding.

### 6. Environmental Management (Stormwater/NPDES/Mitigation/HazMat)

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1. Perform inspection on all surface and storm water management systems in accordance with the water management district issued permit, EPA/DEP issued permit and/or pertinent rules and regulations.
2. Perform inspection on all specified stormwater conveyance systems including those that are interconnected with other municipal and/or private systems and those with outfall to the waters of the state.
3. Identify problems and make recommendations to correct the deficiencies.
4. Perform monitoring and sampling data collection as required or authorized by FDOT staff and/or as specified by the approved permit(s).
5. Submit inspection report and any engineering studies performed.

Recommendations, types of corrective action and the associated costs needed to restore the non-functional system(s) should be part of the report.

1. Other considerations may be added in the event that regulatory agencies modify or reinterpret the established performance criteria for the proper maintenance and operations of the surface and stormwater management systems.
2. Assist the Department in compliance with the Federal Clean Water Act, including revisions that occur during the term of this agreement
3. Perform environmental, engineering, and other related functions as authorized by staff and/or as required by the Water Management District/Army Corps of Engineers/DEP related to Mitigation sites.
4. Perform hazardous waste compliance audit in accordance with subtitle C of the Resource Conservation and Recovery Act (RCRA).
5. Identifying problems and providing recommendations to correct the deficiencies.
6. Perform monitoring and sampling data collection as authorized by staff or as recommended in the audit report.
7. Perform engineering, environmental and other related functions as specified by staff.

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### 7. Emergency Response/Incident Management

1. Prepare emergency response plan for roadway incidents and emergencies.
2. Provide skilled support personnel to prepare. respond and recover from incidents and emergencies.
3. Develop emergency contingency plans such as Comprehensive Emergency Management Plan (CEMP), Continuity of Operations Plan (COOP), and Emergency Shoulder Use (ESU) Plans etc.
4. Assist the Department with preparing, procuring, managing and inspecting emergency repair contracts.
5. Perform other related duties as authorized by staff.

## K. Transportation Support - Procurement Services Support

Services may be authorized relative to the acquisition of professional services for architecture, professional engineering, landscape architecture, and land surveying, as provided by Section 287.055, Florida Statutes; acquisition of R/W Services and other Contractual Services as provided by Section 287.057, Florida Statutes, in support of bringing a construction project to a production-ready status; and acquisition of roadway and bridge maintenance contracts, as provided by Section 337 of Florida Statutes, to ensure the operational integrity of the state highway system. Upon proper authorization, the General Consultant may assist the Department in:

1. Procurement Services Support includes assistance to the Professional Services Section.

1. Developing scopes of work, special contract provisions and project concept reports.
2. Preparing estimated staff-loading requirements and estimates of costs for proposed services. **NOTE**: If the General Consultant prepares the scope and/or staff hour estimates to be used as the official Department scope and estimate for a project, the General Consultant is, **EXPRESSLY FORBIDDEN** to propose for services (either as a prime or subconsultant) to perform the work specified in the scope of the contract.

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1. Developing milestone schedules of overall time relationships authorized for the performance of services and coordination between various entities that are to be involved in a project.
2. Preparing advertisement drafts.
3. Preparing documentation for obtaining internal Department and, when applicable, FHWA approvals for advertisement.
4. Developing Requests for Proposal/scope packages.
5. Reviewing and evaluating submitted Letters of Response and coordinating as a technical advisor with Technical Review Committee members and other interested Department personnel, as appropriate.
6. Preparing for, coordinating and/or conducting Scope of Services meetings.
7. Preparing official minutes (questions/answers) of Scope of Services meetings for the Department's approval and dissemination.
8. Reviewing technical proposal and evaluations with Technical Review Committee members and other Department personnel as appropriate.
9. Brief Department personnel and prepare negotiation packet for Department personnel who will conduct staff-hours and fee negotiations.
10. Preparing final documents including the Standard Consultant Agreement package; obtaining District, Central Office and FHWA approvals, as appropriate; and expediting the execution of agreement documents.
11. Preparation of Notice-to-Proceed materials.
12. Prepare documentation and coordinate approval process of special requirements for federally funded projects.
13. Reviewing and processing consultant invoices adhering to Department and state requirements.
14. Reviewing and determining validity of consultant claims for extra work and/or extensions of time for performance of services.

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1. Developing and issuing Requests for Proposal (RFP) for supplemental services.
2. Developing and processing of Requests for Supplemental Services to obtain Department internal approvals for consultant performance of supplemental services.
3. Developing, reviewing and/or processing of supplemental agreements for extra work or amendments such as extensions of time for performance of services.
4. Monitoring CEI consultant performance of services to establish adequacy relative to contract intent.
5. Prepare Consultant Termination Agreements or Certificates of Completion and obtaining release and waiver of liens.
6. Assist the Department in the development and implementation of':
   1. Scopes of work normally solicited from consultants.
   2. Procedures for the acquisition of professional and contractual services, which ensure compliance with Florida Statutes and Department Rules and Procedures.
   3. Standardized language applicable for scope of services normally obtained by the Department that can be utilized by Department personnel in preparing contract packages.
   4. Control of contractual changes and preparation of supplemental agreements
7. Assist the Department in establishing controls and reporting systems to:
   1. Support preparation of production reports for Production Meeting use.
   2. Schedule, track and monitor status of professional contracting activities.
   3. Provide and/or obtain subcontract advice on technical matters requiring specialized skills, techniques, or equipment.
8. Assist in the development and conducting of training programs for Department personnel to ensure uniform methods of obtaining professional services.

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1. Assist the Department, in undertaking special projects, assignments, and studies including:
   1. Turnpike, expressways, and bridge inspection projects.
   2. Maintenance of traffic concepts.
   3. Providing recommendations for monitoring and reporting on the pilot programs for Consultant selections.
   4. Collecting data for submittal to Florida Institute of Consulting Engineers.
   5. Developing guidelines for professional liability requirements.
2. Assist the Department by ensuring that all contract documents and support forms have been prepared on Windows compatible hardware using Microsoft Office software (Word or Excel) or compatible convertible format and stored on compact disks

(CD’s). A sequential naming convention shall be applied to the files and documentation provided to the Department. All documents are to be formatted to print on a HP laser jet printer.

## L. General Counsel Support

The General Consultant may be authorized to provide legal opinions on title searches.

## M. Public Information Support

The General Consultant may be authorized to perform the following for specific projects identified in the Department’s work program:

1. Provide appropriate public information staff to work with the public and private sectors to maintain good relationships with businesses, residents, and drivers for specifically identified department projects.
2. Develop campaigns to inform the public of the Department’s activities for specific projects.
3. Research questions and issues related to the project and provide the information to the public information director.

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1. Produce and distribute communication materials in the form of fliers, brochures, web postings, etc. to inform the public of project activities. Distribution may include hand delivery, mailings, postings, etc.
2. Prepare news releases, public service announcements, and fact sheets for news media and distribute as needed.
3. Maintain an up-to-date mailing list of people interested in the project or for those who need to be informed.
4. Update newspaper, voice information systems and websites as necessary.
5. Meet regularly with FDOT or CEI project manager both to be briefed about project status and to relay the public’s questions and issues.
6. Prepare weekly progress report of activities for FDOT and notify FDOT project manager and public information director of major problems, issues, or questions.
7. Ride (or walk) each project assigned and take project photos throughout the duration of the project.
8. Coordinate an open house meeting to inform the public of upcoming project activities and coordinate subsequent meetings as assigned by the FDOT public information director throughout the duration of the project.
9. Manage general information calls and questions from citizens and organizations.
10. Develop and maintain project related Website.
11. Prepare graphic display boards for a variety of different public meetings / workshops / hearings related to the Department’s work program.
12. Gather photographs and video of the above meetings, of project site reviews and ongoing construction projects.

## N. Other Services

The General Consultant may be authorized to:

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1. Perform engineering assistance to the Department as directed by the District Secretary, District Directors, District Project Management Engineer, Professional Services Administrator or designees, to support the Department in the event of an emergency. Support may include maintenance and repairs assistance, design assistance, traffic maintenance, damage surveys or other related services.
2. Develop, implement, and maintain a program-wide document control and filing system which shall govern the distribution and file copies of all program-related correspondence, reports, plans, technical data, etc. Said system shall be subject to Departmental approval. Program/project files shall be transferred to the Department upon completion of the work or as otherwise directed by the Department.
3. Analyze claims against the Department arising out of a project or work thereon and provide support as required to affect the settlement of such claims.
4. Furnish trial exhibits, expert testimony by the General Consultant in hearings, condemnation proceedings or other litigation with respect to acquisition of right-ofway, easements and other forms of property taking required for a project.

# III. PROVISIONS FOR WORK

## O. Plans and Specifications

The General Consultant shall ensure that all construction plans, as applicable, are prepared in accordance with the latest standards adopted by AASHTO, Roadway & Traffic Standards, Structure Plans Preparation Manual, Department Standard Specifications and current implemented modifications, Department current memoranda, Department Roadway Plans Preparation Manual, Department Flexible and Rigid Pavement Design Manual, Department Drainage Manual, and shall be accurate, legible, complete in design, and drawn to the appropriate scale, and furnished in reproducible form on material acceptable to the Department.

## P. Administrative Management

Services to be provided by the General Consultant will be initiated and completed as directed by the District Secretary or a District Director for each assignment authorized under this agreement.

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The Program Manager shall furnish the General Consultant a Task Work Order outlining the services to be performed, and the estimated fees to be paid for services authorized pursuant to the scope of services document attached to the Task Work Order. No payment for work performed shall be made to the General Consultant until a Task Work Order has been issued (refer to attached Exhibit "B," Method of Compensation).

The Consultant shall maintain a primary field office within the District One Headquarters Office. Unless otherwise agreed, this office shall be staffed with a Program Manager or Functional Manager for on-site Consultant staff to report to and to provide a service level for work described herein.

The Department will furnish an office within the headquarters building for the Consultant. A “field” office rate will apply to any Consultant employee assigned to work in any District One Office for a minimum 40-hour workweek when the assignment is for a period of thirty consecutive days or more. These Consultant employees will be considered fulltime employees dedicated to District One. The “field” office rate will also apply to any Consultant employee assigned to any District One Office whose normal workweek is less than 40-hours and the assignment is for a reduced workweek equivalent to the Consultant Employees normal reduced workweek. These reduced workweek Consultant employees will also be considered full-time employees dedicated to District One. The “field” office rate will consist of salary + fringe + operating margin. Travel charges associated with going to/from the DOT office for these full-time District One Consultant employees will not be reimbursed.

The Consultant’s other home or branch offices may support this office. It is understood and agreed that Principals of the Consultant and its subconsultants shall not perform billable services unless specifically requested by the Department.

Office consumables are not the responsibility of the Department. The Consultant will need to furnish their own supplies consisting of, but not limited to, paper, printer toner, pens, writing tablets, etc.

The consultant is not authorized to drive any Department owned vehicle. The consultant may, on occasion, travel with a Department employee in a Department owned vehicle as a passenger if the travel is official business.

## Q. Contract Management

It shall be the General Consultant's responsibility to provide an administrative team approved by the Department's Project Manager. Their responsibility consists of providing monthly progress reports, internal project assignments, monthly invoices, internal coordination, and assurance of compliance to all administrative contract procedures as they apply to the General Consultant.

## R. Conflict of Interest

The Consultant and its subconsultants shall not enter into any other contract with the Department during the term of this agreement which would create or involve a conflict of interest with the services provided herein. Questions regarding potential conflicts of interest shall be addressed to the District One Director of Transportation Support.

The Consultant or any affiliate is not eligible to pursue advertised work in the Consultant’s area of oversight or for any project which the Consultant developed the Scope of Services. Subconsultants are also ineligible to pursue projects where they participated in the development of the Scope of Services or have an oversight responsibility. The term “affiliate” shall mean business concerns, organizations, or individuals where, directly or indirectly, either one controls or has the power to control the other, or a third-party controls or has the power to control both, regardless of whether the entities have separate vendor IDs. Indications of control include interlocking management or ownership, identity of interests among family members, shared facilities and equipment, and common use of employees.

## S. Personnel Qualifications and Training

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

reimbursable to the Consultant by the Department. The aforementioned also applies to new training requirements established by the Department for any work assigned during the term of this Agreement.

In summary, training requirements established by the Department during the term of this Agreement as a prerequisite for Consultant staff to perform work on this Agreement at either a field, branch or home office of the Consultant, is an indirect cost of the Consultant unless the requirement for training is unique to this Agreement and not required for work on any other contract of the Consultant.

The Consultant shall ensure that field office personnel assigned to work under this Agreement have the same opportunities for training as those the Consultant provides for home and branch office personnel. For work assigned by the Consultant to authorized subconsultants, the requirements set forth herein for staff qualifications and training shall also apply to subconsultants staff performing work under this Agreement.

## T. Subcontracting

Services assigned to subconsultants must be approved in advance by the Department in accordance with Standard Consultant Agreement. The subconsultants must be qualified by the Department to perform all work assigned to them. In the event services of a subconsultant are authorized, the General Consultant shall obtain a schedule of rates, and the Department shall review and must approve any rates to be paid to the subconsultant.

## U. Project Cost Accounting

Although the Consultant is assigned work by Task Work Orders and each task work order is assigned a single general financial project identification number for billing purposes, the Consultant and its subconsultants shall have staff performing work on this contract charge their time to the nearest quarter hour to each specific project on which work is being performed. The Department shall provide the Consultant and its subconsultants the elevendigit project number assigned each specific project in which the Department requires the Consultant to capture time and cost. At any given time, there may be several hundred specific projects in which staff would be charging time. The Consultant shall provide the Department each month with cost incurred for each specific project.

## V. Computer Services

The Consultant will be provided access to the Department’s computer network resources in accordance with the consultant agreement and Department procedures.

-1-12,22,32 & 62

The Consultant shall adhere to the Department’s policies and procedures, which govern the use of technology, computers, infrastructure, acquiring of resources, and the Internet/Intranet.

The Consultant shall promote efficient and effective use of technology staff. The Consultant is to coordinate with the District’s Information Systems Office for any issues.

The Consultant shall ensure that computations based on computer programs other than the Department's must conform to the Department's general format. (See "Plans Preparation Manual" and amendments thereof).

# IV. RESPONSIBILITIES OF THE DEPARTMENT

The Department will furnish, without cost to the General Consultant, the following services and data in connection with services authorized under terms of this agreement:

1. The Department will furnish offices for designated “field office” personnel with all necessary non-consumable items such as furniture, file space and telecommunication equipment. The Department may provide these furnishings to the Consultant for the Consultant's use during the term of this Agreement. All office furnishings and equipment mentioned herein shall be for use by the Consultant but shall remain the property of the Department. The Consultant shall use all such furnishings during the term of the Agreement and the Consultant shall retain responsibility for risk of loss or damage to furnishings and equipment until they are returned to the Department. However, the Consultant shall not be responsible for loss of or damage to such property not the fault of the Consultant.
2. Personal computers, if provided, will be maintained by the Department for authorized Consultant staff working within a District One building. Consultant electronics are not allowed to be connected to the Department’s internal computer network.
3. Provide all criteria and full information as to the Department's requirements for consultants' and contractors' services including objectives, constraints, budgetary limitations, and time restraints. Furnish all Department procedures, standards, and policies applicable to the services.
4. Furnish drawings, technical special provisions, schedules, reports and other information prepared by and/or for the Department by others which are available to the Department

-1-

and which Department considers pertinent to General Consultant's responsibilities, as described herein.

1. Provide pre-numbered field books in which to record field data.
2. Furnish standard Department brass disk, for concrete monuments needed for the bench line.
3. Provide existing structural and roadway plans.
4. Furnish available traffic, Safety (accident), and planning data.
5. Furnish all necessary utility relocation form letters, agreements, relocation schedules and any other document form needed by the General Consultant to clear the project utilities. J. Advise the General Consultant in all utility negotiation matters.
6. Provide project utility certification to the Department's Central Office.
7. Provide sampling services to support:
   1. Testing guides.
   2. Testing procedures.
   3. Geotechnical investigations.
   4. Design guidelines.
   5. Material specifications.
8. Provide access to the Department’s computer network resources in accordance with the consultant agreement and Department procedures (presently found in procedure No. 325000-002, Transportation Technology Manual dated March 20, 2015.)

Scope of Services, Stage III

December 11, 2019

GEC Services, FPID Nos. 428979-1-12,22,32 & 62-02

##### A-54

**EXHIBIT “B”**

##### METHOD OF COMPENSATION

**FPID(s): 428979 1 12 02; 428979 1 22 02; 428979 1 32 02; 428979 1 42 02; 428979 1 62 02**

###### 1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Consultant for the services described in Exhibit "A", Scope of Services, and the method by which payments will be made.

###### 2.0 COMPENSATION

For satisfactory completion of services authorized under this Agreement, the Department will pay the Consultant a Total Maximum Limiting Amount not to exceed $ .This is a General Consultant task assignment type agreement. The Department will furnish the Consultant a task work order specifying the services to be performed and the fees to be paid for each project assigned under this agreement. Total contract fees for this Agreement are subject to applicable contract limits established in Rule Chapter 14-75,

Florida Administrative Code. The Department will confirm funds availability prior to issuing a task work order to the Consultant.

The Department shall request Consultant services on an as-needed basis. There is no guarantee that any or all of the services described in Exhibit “A” of this Agreement will be assigned during the term of this Agreement. Further, the Consultant is providing these services on a non-exclusive basis. The Department may, at its option, elect to have any of the services set forth herein performed by other consultants or Department staff.

The total amount of this agreement is expected to be funded by multiple appropriations. The State of Florida's performance and obligation to pay under this contract is contingent upon appropriation by the Legislature. Currently of the total amount has been approved. Therefore, it is agreed that the Consultant will not be obligated to perform services nor incur costs which would result in exceeding the funding currently approved, nor will the Department be obligated to reimburse the Consultant for costs or make fee payments in excess of currently established funding. The Department will provide written authorization if and when subsequent appropriations are approved and encumbered for this contract, or when funding authorization decreases occur.

At the Department’s option, additional financial project numbers and associated funding may be added and authorized by task work order execution contingent upon legislative appropriation and budget approval and subject to contractual limits.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient funding remains within the amount established for each assignment to complete authorized services. Changes to the amounts established for each work order shall require an amendment to the work order.

Please note that funds will not become available until the beginning of each fiscal year. The Department’s fiscal year begins July 1st of each year and ends June 30th of each succeeding year. Work that requires funding from a future fiscal year cannot

begin/continue until the Funds have been approved and encumbered by the Department. The Department will provide written authorization when subsequent appropriations are approved and encumbered, or when funding authorization decreases occur.

The following firms are each subject to a contract fee limit up to but less than $500,000 for the term of the Agreement: *N/A.* This contract fee limitation may be removed at such time as the subconsultant firm submits an FDOT approved overhead audit performed by an independent CPA.

2.1 Summary of Compensation

Fees for each task work order will be negotiated either as a lump sum amount (fixed price), a limiting amount (cost reimbursement), or as a combination lump sum and limiting amount. Where lump sum amounts are established, fees will be negotiated in accordance with Section 2.2. Where limiting amount fees are established, compensation will be in accordance with Section 2.2. Compensation for direct expense costs may be included in task work order fees, in accordance with Section 2.2.

This Agreement does not involve the purchase of Tangible Personal Property, as defined in Section 273.02 Florida Statutes.

2.2 Details of Compensation

Lump Sum Elements

For task work order compensation elements established as lump sum, the Department may compensate the Consultant in accordance with one or more of the following methods of payment:

(LS-1) At Completion of Task

The Consultant will receive payment upon completion and acceptance by the Department of the subject task required under this agreement.

(LS-2) % of Completion of Services

The Consultant will receive progress payments for services based on the percentage of services that have been completed and accepted by the Department during the billing period.

Limiting Amount/Cost Reimbursable Elements

For task work order compensation elements established as limiting amounts, the Department will compensate the Consultant, subject to the total established limiting amount, for all reasonable, allocable and allowable costs incurred in the categories defined below. The reasonableness, allocability and allowability of compensation sought under this agreement is expressly made subject to the terms of this Agreement; Federal Acquisition Regulations; Office of Management and Budget Circulars A-21, A-87, A-102, A-110; and any pertinent Federal and State Law.

(LA-4) Loaded Labor Rates

Subject to the established limiting amount, the Consultant will be compensated for these services based on the rates provided in Table 6 of Section 5.0. No additional multipliers will be applied to these rates. Payment for such services will be based on approved time incurred during the billing period. Labor rates established for the following consultants are inclusive of wages, administrative overhead and fringe benefits, Facilities Capital Cost of Money (FCCM) where applicable, direct expense rate, and Operating Margin plus Contract Duration Adjustment Factor. *List firms here: Atkins North America, Inc.; Cella Molnar & Associates, Inc.; Collins Survey Consulting LLC*

All overtime, whether straight time or premium overtime, must be authorized in advance in writing by the Department.

Only the following firms and positions are allowed Straight Overtime: *Atkins North America, Inc.*

Only the following firms and positions are allowed Premium Overtime: *Atkins North America, Inc.: CEI Inspector/Engineer Intern*

###### 3.0 INVOICING PROCEDURE

The Consultant will be eligible for progress payments under this agreement at monthly intervals or when individual tasks or mileposts defined in this agreement are completed or reached.

Invoices for this agreement will be prepared by the Consultant and submitted through the Department’s web-enabled Consultant Invoice Transmittal System (CITS) Internet application.

The invoices will be supported by such information as may be required by Department procedures to substantiate the charges being invoiced. The Consultant will maintain for this purpose a job cost accounting system that is acceptable to the Department.

If requested by the Department, the final invoice for this agreement will be accompanied by a certified job cost summary report generated by the Consultant’s accounting system. The report will include at a minimum the total number of hours and salary cost actually charged to the project, the total miscellaneous direct expense, and total sub-consultant cost charged to the project.

The Consultant will report sub-consultant payments through the Department’s Equal Opportunity Compliance System on the Internet. Failure to submit sub-consultant payment information may be cause for rejection of the invoice. Within thirty days after receipt of final payment, the Consultant will report final sub-consultant payments through the Equal Opportunity Compliance System. The Consultant will pay all sub-consultants their proportionate share of payments received from the Department within thirty days of the Consultant’s receipt of payment from the Department.

The Department will render a decision on the acceptability of services within 5 working days of receipt of either the services, invoice, or progress report, whichever is later. The Department reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the Department. Any payment withheld will be released and paid to the Consultant promptly when work is subsequently performed.

3.1 Project Cost Accounting

The Department has established a Cost Redistribution Application (automated process) for the purpose of breaking out and capturing project costs associated with District-wide (miscellaneous minor professional services) and General Consultant task assignment contracts. This General Consultant or Continuing

Contract has been selected for project costing using the Cost Redistribution Application. The Consultant will be assigned work by means of Task Work Orders. Task Work Orders may initially be associated to a single general (nonspecific) financial project identification number for billing purposes in CITS (Consultant Invoice Transmittal System). It will be the consultant’s responsibility to maintain a job cost accounting system that will capture detailed project cost information associated with each assigned Task Work Order. The Consultant and its subconsultants shall have staff performing work on this contract charge their time to the nearest quarter hour to each specific project on which services are to be performed. The Department shall provide the Consultant and its subconsultants the eleven digit project identification number to be assigned to each specific project for purposes of capturing time and costs. At any given time there may be multiple specific projects against which the Consultant and its subconsultants will be charging time on a single Task Work Order. At the time of submittal of each invoice in CITS, the Consultant will submit a Project Cost Redistribution spreadsheet that provides a breakdown of the invoice costs into the associated detailed project specific numbers where services were performed and costs were incurred. The spreadsheet must conform to and be submitted in a predefined format. The spreadsheet will contain the following key data fields: Consultant Contact E-mail address; Contract Number; DOT Invoice Number;

“From” Project Number (the general project identification number); “To” Project Number (the project specific financial identification number); the dollar amount to be redistributed; and the total amount for the spreadsheet. The spreadsheet template and directions for preparing the spreadsheet can be downloaded from the Department’s Office of Comptroller website, at the following web address:

[http://www.fdot.gov/comptroller/pcr.htmO](http://www.fdot.gov/comptroller/pcr.htm)nce the invoice has been submitted electronically in CITS by the Consultant, the consultant must separately, outside of CITS, e-mail the Project Cost Redistribution spreadsheet as an attachment file to the following Department e-mail address: PCRLOAD@dot.state.fl.us

The subject line for the e-mail should conform to the format ‘FDOT.PCR.FILE CCCCCNNNN’ where CCCCC corresponds to the FDOT contract number and NNNN corresponds to the FDOT invoice number.

A Project Cost Redistribution spreadsheet should be submitted to PCRLOAD every time an invoice is submitted through CITS. After an initial validation, the Cost Redistribution Application will transfer the data contained in the Project Cost Redistribution spreadsheet to data sets on the Department’s mainframe computer. The redistribution information will be processed and used to assess project costs for District-wide and General Consultant contracts. Project Cost Redistribution spreadsheets not timely submitted will be identified on a District Error Report. Failure to timely submit Project Cost Redistribution spreadsheets may constitute grounds for rejection of subsequent invoices submitted through CITS.

###### 4.0 PROJECT CLOSEOUT

4.1 Final Audit

If requested, the Consultant will permit the Department to perform an audit of the records of the Consultant and any or all sub-consultants to support the compensation paid the Consultant. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Consultant under this Agreement are subsequently properly disallowed by the Department because of accounting errors or charges not in conformity with this Agreement, the Consultant agrees that such disallowed amounts are due to the Department upon demand. Further, the Department will have the right to deduct, from any payment due the Consultant under any other contract, any amount due the Department.

4.2 Certificate of Completion

A Certificate of Completion will be prepared for execution by both parties stating the total compensation due the Consultant, the amount previously paid, and the difference.

Upon execution of the Certificate of Completion, the Consultant will either submit a termination invoice for an amount due or refund for overpayment, provided the net difference is not zero.

###### 5.0 COMPENSATION RATES

The following tables are provided for definition of contractual rates. Table numbers not listed are not included in this document.

Table 6 – Loaded Labor Rates

##### METHOD OF COMPENSATION TABLES

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