

CONTRACT NO. 2019000279
AGREEMENT BETWEEN CHARLOTTE COUNTY
and
FLORIDA TRANSPORTATION ENGINEERING, INC.
for
DESIGN COMPONENTS – INTERSECTION IMPROVEMENTS

THIS AGREEMENT (hereinafter the "Agreement"), is made and entered into by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094 (hereinafter the "County") and FLORIDA TRANSPORTATION ENGINEERING, INC. d/b/a FTE, 8250 Pascal Drive, Punta Gorda, Florida 33950 (hereinafter the "Consultant").

WITNESSETH

WHEREAS, the County has determined that it is necessary to retain a Consultant to provide professional engineering services to design and permit Intersection Improvements (hereinafter the "Project") on various roadways in Charlotte County; and

WHEREAS, the Consultant has reviewed RFP No. 2019000279 required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the County, through a selection process conducted in accordance with the requirements of law and County policy, has determined that it would be in the best interest of the County to award a contract to Consultant for the rendering of those services described in the RFP 2019000279 and the Scope of Services, incorporated herein.

NOW, THEREFORE, the County and the Consultant, in consideration of the mutual covenants contained herein, do agree to implement the design of the Intersection Improvements Project, as follows:

ARTICLE 1.
INCORPORATION OF DOCUMENTS

1.1. RFP No. 2019000279, issued by the County on February 13, 2019 and consisting of pages 1 through and including 20; Addendum #1 to RFP 2019000279, issued by the County on March 4, 2019; and the Proposal submitted by Consultant dated March 14, 2019, all filed with the Clerk of the Circuit Court of Charlotte County, Minutes Division, as RFP No. 2019000279, are hereby specifically incorporated into and made a part of this Agreement as if same had been set forth at length herein. The Scope of Services containing the Project Services is attached hereto as **Exhibit A** and is specifically incorporated into and made a part of this Agreement. The Project Fee Summary is attached as **Exhibit B** and is specifically incorporated into and made part of this Agreement. The Project Timeline is attached as **Exhibit C** and is specifically incorporated into and made part of this Agreement.

1.2. In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

- 1) This Agreement including the Exhibits attached hereto;
- 2) RFP No. 2019000279, including Addendum #1;

3) The Proposal submitted by Consultant dated March 14, 2019.

ARTICLE 2.
CONSULTANT'S SCOPE OF SERVICES

2.1. Consultant agrees to perform all the Basic Services and provide all the materials for the Basic Services as described in **Exhibit A**, Scope of Services, attached hereto.

2.2. Consultant agrees to provide the Basic Services and all materials for the Basic Services described in **Exhibit A** for the Basic Services Fees contained in **Exhibit B**, Task Fee Summary. The Consultant shall make no claims for additional compensation or damages owing to suspensions, delays, or hindrances which arise during the performance of this Agreement. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the County may decide. However, such extension shall not operate as a waiver of any other rights of the County.

2.3. In the event that the County desires Consultant to perform any of the Optional Services as set forth in **Exhibit A**, the County will authorize the same through a written work authorization. Consultant agrees to provide authorized Optional Services for the Optional Services Fees contained in **Exhibit B**, Task Fee Summary.

2.4. In the event that County desires Consultant to perform any additional services related to the Project not specifically contained in **Exhibit A**, Scope of Services, the parties shall enter into an amendment to this Agreement to provide for the provision of such additional services by Consultant as may be determined by the BOCC and payment therefore by County.

2.5. Consultant agrees to provide its services and materials as contained in the Scope of Services in the times allowed for performance of the Project as set forth in **Exhibit C**, Design Schedule.

ARTICLE 3.
COMPENSATION AND PAYMENT FOR CONSULTANT 'S SERVICES

3.1. County shall pay Consultant for those tasks and services provided in **Exhibit A** actually performed by Consultant and in accordance with **Exhibit A**. The total payment to Consultant shall not exceed One Million Four Hundred Ninety-Eight Thousand Seven Hundred Thirty-Four Dollars and Fifty Cents (\$1,498,734.50) for Consultant's services under this Agreement, performed in accordance with the Scope of Services and this Agreement.

3.2. Payment for services rendered by Consultant shall be made on a monthly basis in proportion to the percentage completed of those tasks listed in the Scope of Services. Percentage of services completed shall be subject to review and approval by the County Director of Public Works, or his/her designee.

3.3. Consultant shall submit all billings for payment of services rendered on a monthly basis to the County Purchasing Division for processing. Billings shall be detailed as to the nature of the tasks and services performed and shall refer to the specific tasks listed in the Scope of Services that were actually performed by Consultant. Billings shall

include a summary of any amounts previously billed and any credits for amounts previously paid.

3.4. Consultant acknowledges that each billing must be reviewed and approved by the County Director of Public Works, or his/her designee. Should the Director of Public Works, or his/her designee, determine that the billing is not commensurate with services performed, work accomplished or hours expended, Consultant shall adjust billing accordingly. However, Consultant shall be entitled to payment of any portion of a billing not in dispute.

3.5. County shall pay Consultant's monthly billings in accordance with Sections 218.70 through 218.80 Florida Statutes, the Local Government Prompt Payment Act.

ARTICLE 4.

CONSULTANT'S RESPONSIBILITIES

4.1. Consultant shall perform or furnish consulting and related services to a level of technical skill, ability, and diligence customarily provided by an experienced professional in his or her field of expertise when rendering the same services, and in accordance with sound principles and practices generally acknowledged by professionals in his or her field of expertise, as represented to the County, both orally and in writing, to be possessed by Consultant, all in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted standards of professional consulting practice and with the laws, statutes, ordinances, codes, rules and regulations governing Consultant's profession. The same standards of care shall be required of any subconsultant or subcontractor engaged by Consultant.

4.2. Consultant shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Consultant or any subconsultant or subcontractor engaged by Consultant for one year after the completion of Consultant's services under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of County's rights under any applicable statute of limitations. County review of, approval of, acceptance of, or payment for any of Consultant's work product, services, or materials shall not be construed to operate as a waiver of any of County's rights under this Agreement, or cause of action County may have arising out of the performance of this Agreement.

ARTICLE 5.

OWNERSHIP AND USE OF DOCUMENTS

5.1. All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant's services under this Agreement are and shall become the property of and shall be delivered to County without cost, restriction or limitation as to use regardless of the format of the document (paper or electronic). However, any use subsequent to or other than the specific project for which such items were created, shall be at sole risk of County.

5.2. Consultant agrees that any software, computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with

existing County software and systems. It is anticipated that the software utilized will be run on Windows based PC's and will consist of AutoCAD release 2010, ICPR, Microsoft Office 365 2016, and Adobe Reader 10.

ARTICLE 6.
COUNTY'S RESPONSIBILITIES

6.1. County shall perform the responsibilities contained in this Article 6 in a timely manner so as not to delay the services of Consultant.

6.2. County shall furnish to Consultant, upon request of Consultant and at County expense, all existing studies, reports and other available data pertinent to the services to be performed under this Agreement which are within the County's possession. However, Consultant shall be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

6.3. County shall provide reasonable access and entry to all public property required by Consultant to perform the services described in this Agreement. All such access and entry shall be provided at County expense. County shall also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Consultant to perform the services described in this Agreement.

ARTICLE 7.
TERM / TERMINATION

7.1. The term of this Agreement shall begin on the date it is signed by both parties and shall be completed in accordance with the Contract Schedule attached hereto as **Exhibit C**. Consultant's services shall be deemed complete when Consultant provides all products or services contained in the Scope of Services and required under this Agreement, and County accepts such services and products as satisfactory, unless otherwise terminated in accordance herewith.

7.2. The Consultant shall be responsible for notifying the County promptly whenever a delay is anticipated or experienced, including a delay in approval by any governmental agency having jurisdiction over the Project. The County shall allow the Consultant to extend the Project Schedule for valid, documented delays. The County shall be the sole determiner of the validity of the delays.

7.3. The County shall have the right at any time upon thirty (30) calendar days written notice to the Consultant to terminate the services of the Consultant and, in that event, the Consultant shall cease work and shall deliver to the County all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with its services. The County shall, upon receipt of the aforesaid documents, pay to the Consultant, and the Consultant shall accept as full payment for its services, fees for all tasks completed in accordance with Scopes of Services.

7.4. In the event that the Consultant has abandoned performance under this Agreement, then the County may terminate this Agreement upon three (3) calendar day's written notice to the Consultant indicating its intention to terminate. The written notice shall state the evidence indicating the Consultant's abandonment. Payment for services performed prior to the Consultant's abandonment shall be as stated Section 3 above.

ARTICLE 8.
NO CONTINGENT FEES

8.1. Consultant certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 9.
NOTICES

9.1. Any notice required or permitted to be sent hereunder shall be sent certified mail, return receipt requested, to the parties at the addresses listed below:

Consultant: Florida Transportation Engineering, Inc.

County: Purchasing Division

Name: Ravi Devaguptapu, PE, PTOE
President

Name: Kimberly A. Corbett
Senior Division Manager

Address: 8250 Pascal Drive
Punta Gorda, Florida 33950

Address: Charlotte County Purchasing
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948

9.2. Consultant shall immediately notify County of any changes in address.

ARTICLE 10.
TRUTH-IN-NEGOTIATION CERTIFICATE

10.1. In accordance with Section 287.055 Florida Statutes and Charlotte County Resolution 2003-059, signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 11.
ASSIGNMENT

11.1. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Consultant without the prior written consent of County. Further, no portion of this Agreement may be performed by

subcontractors or subconsultants without written notice to and approval of such action by County.

ARTICLE 12.
EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION

12.1. This Agreement represents the entire and integrated agreement between the County and Consultant and supersedes all prior negotiations, representations or agreement, either written or oral.

12.2. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

12.3. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties.

12.4. This is a nonexclusive contract. The County has the right to enter into contracts with other consultants for the providing of any services.

ARTICLE 13.
GOVERNING LAW / VENUE

13.1. This Agreement shall be governed and construed in accordance with Florida law. In the event any litigation arises between the parties in connection with this Agreement, venue for such litigation shall lie exclusively in Charlotte County, Florida.

ARTICLE 14.
INDEPENDENT CONTRACTOR STATUS

14.1. Consultant is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the County. Neither the County nor any of its employees shall have any control over the conduct of Consultant or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to represent at any time or in any manner that Consultant or any of Consultant's agents, servants or employees are in any manner agents, servants or employees of the County. It is understood and agreed that Consultant is, and shall at all times remain as to the County, a wholly independent contractor and that Consultant's obligations to the County are solely as prescribed by this Agreement.

ARTICLE 15.
AUDIT AND RECORDS REQUIREMENTS

15.1. Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at Consultant's local offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) years after completion of the services. Prior to destruction of any records, the Consultant shall notify the County and deliver to the County any records the County requests. Consultant shall require all subcontractors to comply with the provisions of this paragraph by insertion of the

requirements hereof in a written contract agreement between Consultant and the subcontractor.

15.2 If the records are unavailable locally, it shall be the Consultant's responsibility to insure that all required records are provided at the Consultant's expense including payment of travel and maintenance costs incurred by the County's authorized representatives or designees in accessing records maintained out of the County. The direct costs of copying records, excluding any overhead cost, shall be at the County's expense.

15.3 Pursuant to Section 119.0701 of the Florida Statutes, Contractors acting on behalf of the County must comply with the public records laws, specifically: a) keep and maintain public records required by the County to perform the contracted services; b) upon request from the County's custodian of public records, provide the County 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 of the Florida Statutes or as otherwise provided by law; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract; and d) upon completion of the contract, keep and maintain all public records required by the County to perform the service, and meet all applicable requirements for retaining public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO RETAIN AND PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (941) 743-1441, E-MAIL TO RECORDS@CHARLOTTECOUNTYFL.GOV, 18500 MURDOCK CIRCLE, BLDG. B, Suite 200, PORT CHARLOTTE, FLORIDA 33948.

ARTICLE 16. INDEMNIFICATION

16.1. Consultant shall indemnify and hold harmless the County, its Commissioners, officers, employees, agents and volunteers from and against any and all 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 this Agreement.

ARTICLE 17. SCRUTINIZED VENDORS

17.1. Pursuant to Section 287.135(3)(b) of the Florida Statutes, Charlotte County may, at its sole option, terminate this Agreement if the Contractor is found to have been placed on the *Scrutinized Companies that Boycott Israel List*, or is engaged in a boycott of Israel.

17.2. Pursuant to Section 287.135(3)(a)4 of the Florida Statutes, Charlotte County may, at its sole option, terminate this Agreement if the Contractor is found to have submitted a false certification, has been placed on the *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, or has been engaged in business operations in Cuba or Syria or a boycott of Israel.


ARTICLE 18
EMPLOYEE RESTRICTIONS

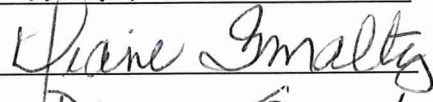
18.1. Charlotte County will not intentionally award publicly-funded contracts to any Consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The County shall consider employment by Consultant, or any subconsultant or subcontractor of Consultant, of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Consultant or any subconsultant or subcontractor of Consultant of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Agreement by the County.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have entered into this agreement as of the date and year written below.


WITNESSES:

Signed By: 
Print Name: Rhiannon L. Mills
Date: 8-12-19


Signed By: 
Print Name: Diane Smaltz
Date: 8/12/19

ATTEST:

Roger D. Eaton, Clerk of the Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners


By: 
Deputy Clerk

FLORIDA TRANSPORTATION ENGINEERING,
INC.

Signed by: 
Ravi Devaguptapu, PE, PTOE
Title: President

Date: 8/12/2019

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: 
Kenneth W. Doherty, Chairman
Date: 8/3/19

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Janette S. Knowlton, County Attorney
LR 19-0298 

Exhibit List:

- Exhibit A – Scope of Services
- Exhibit B – Task Fee Summary
- Exhibit C – Design Schedule

EXHIBIT "A"

SCOPE OF SERVICES CHARLOTTE COUNTY INTERSECTION IMPROVEMENTS CHARLOTTE COUNTY PUBLIC WORKS

SECTION I PROJECT DESCRIPTION AND LIMITS

The project is the design and permitting of new turn lanes on various roadways in Charlotte County. The proposed improvements are as follows:

1. Cochran Boulevard @ Quesada Avenue – Westbound right turn lane
2. Murdock Circle @ Charlotte County Public Schools Admin – Westbound left turn lane
3. Murdock Circle @ US Highway 41 – Eastbound right turn lane extension
4. Peachland Boulevard @ Harbor Boulevard - Left turn lanes on all approaches
5. Veterans Boulevard @ Cochran Boulevard – Eastbound, Westbound, and Northbound right turn lanes
6. Veterans Boulevard @ Atwater Street – Eastbound and Westbound right turn lanes
7. Veterans Boulevard @ Yorkshire Street – Eastbound and Westbound right turn lanes
8. Veterans Boulevard @ Harbor Boulevard – Eastbound and Westbound right turn lanes
9. Veterans Boulevard @ Orlando Boulevard – Eastbound right turn lane
10. Veterans Boulevard @ Torrington Street – Eastbound right turn lane
11. Veterans Boulevard @ Loveland Boulevard – Eastbound right turn lane

SECTION II APPLICABLE STANDARDS

All plans and designs are to be prepared with English values. The latest editions, unless noted otherwise at the time this agreement is executed, of the following manuals and guidelines shall be used as resources and reference materials in the performance of the CONSULTANT's work:

1. FDOT Manual of Uniform Minimum Standards for Design, Construction, Maintenance of Streets and Highways (Florida Greenbook) 2016 Edition.
2. Southwest Florida Water Management District (SWFWMD), Environmental Resource Permitting Information Manual.
3. AASHTO Roadside Design Guide.
4. FDOT FY 2019-20 Standard Plans.
5. MUTCD and FDOT Manual on Uniform Traffic Studies (MUTS).
6. Charlotte County Standards (lighting, signage, MOT). Note: Where standards are in conflict, COUNTY Standards shall govern.
7. Charlotte County Supplemental Specifications for Roadway Lighting dated December 2014
8. Charlotte County Utilities (CCUD) 2011 Design Compliance Standards dated November 2011.

SECTION III CONSULTANT TASKS AND DELIVERABLES SUMMARY

Each intersection location shall be prepared as individual project plans. Each project plans will include the various sub-disciplines within one plan component. If applicable, CCU Utility Relocation Plans, under optional services Task 16, shall be submitted as a separate plan set. For bidding purposes, quantities shall

to the COUNTY for review comments. Final concurrence for the preliminary design will be given from the BOCC at a predetermined BOCC meeting.

Task Deliverables: **Conceptual Design Exhibits (pdf), “Pro’s & Con’s” and Construction Cost Estimates (pdf), PowerPoint presentation for BOCC meeting.**

TASK 3 **SURVEYING**

CONSULTANT shall obtain or perform surveys as necessary to prepare a base map of the roadway corridor utilizing the following tasks:

3.1 Control Survey: Horizontal and vertical control shall be established according to the following:

- a) Establish right-of-way limits based on ties to adjacent subdivision control points and ties to governmental one-quarter section corners.
- b) Establish and reference horizontal and vertical survey control points along the project route at a maximum of 100 foot intervals.
- c) Horizontal control will be based on “The State Plane Coordinate System” Florida Zone West, North American Datum of 1983 (2011 adjustment – EPOCH 2010 after August 2, 2014) with ties to existing Charlotte County monumentation.
- d) Vertical control will be based on North American Vertical Datum of 1988, with vertical control loops tied to National Geodetic Benchmarks or Charlotte County Benchmarks.

3.2 Design Surveys

- a) The topographic data (horizontal and vertical locations) shall include the following:
 - i. Location of all above ground visible improvements and utilities.
 - ii. Utility flagging as provided by Sunshine State One Call and CCUD to be scheduled by client. (Includes Charlotte County Fiber)
 - iii. Elevations taken at 50’ station intervals and at change of grade extending 25’ min. beyond R/W limits.
 - iv. Obtain elevations and dimensions of all existing drainage structures and drainage pipes.
 - v. Obtain dimensions and elevations of all existing above ground utility facilities including elevations of existing overhead utility lines if needed in conflict areas.
 - vi. Locate trees within project limits per Charlotte County requirements.
 - vii. Locate jurisdictional staking of wetlands.
 - viii. Prepare a Triangular Irregular Networks (TIN) utilizing the collected topographic data.

TASK 4 **ENVIRONMENTAL SPECIES ASSESSEMENT**

4.1 Report: CONSULTANT will conduct field surveys and prepare an Environmental Technical Memorandum that includes related map exhibits (as needed).

Task Deliverables: **Environmental Technical Memorandum.**

3. Murdock Circle @ US Highway 41: One SWFWMD request (Exemption)
4. Peachland Boulevard @ Harbor Boulevard: One SWFWMD request (Exemption)
5. Veterans Boulevard @ Cochran Boulevard: Three SWFWMD requests (Modification, Major Mod, Exemption)
6. Veterans Boulevard @ Atwater Street: Two SWFWMD requests (Modification, Major Mod)
7. Veterans Boulevard @ Yorkshire Street: Three SWFWMD requests (3-Modifications)
8. Veterans Boulevard @ Harbor Boulevard: Two SWFWMD requests (Modification, Exemption)
9. Veterans Boulevard @ Orlando Boulevard: One SWFWMD request (Modification)
10. Veterans Boulevard @ Torrington Boulevard: One SWFWMD request (Modification)
11. Veterans Boulevard @ Loveland Boulevard: One SWFWMD request (Exemption)

- 7.2 Permit Exemption Applications: Permit application forms shall be completed by the CONSULTANT with the 60% Plans, and submitted to the COUNTY for appropriate signature. The CONSULTANT shall then submit the permit application(s) and/or requests to the appropriate agencies after COUNTY approval. The COUNTY shall pay for any permit application fees directly.

TASK 8 **30% PLAN PHASE**

- 8.1 Roadway: CONSULTANT shall conduct a detailed field review to document the existing conditions. CONSULTANT shall perform design activities in support of the 30% plans.

Task Deliverables: One (1) 11"x17" plans pdf for UAO "green line" markups.

TASK 9 **60% PLAN PHASE**

Upon BOCC conceptual design approval, CONSULTANT shall prepare 60% plans.

- 9.1 Roadway: CONSULTANT shall perform design activities in support of the 60% plans. Traffic control design is to include phasing notes and typicals as necessary; CONTRACTOR to provide TTCP plan.
- 9.2 Drainage: Inlets and storm piping will be modified to accommodate the turn lane improvements. CONSULTANT shall conduct a detailed field review to document the existing conditions. CONSULTANT shall perform design activities in support of the 60% plans.
- 9.3 SAPM: CONSULTANT shall conduct a detailed field review to document the existing conditions. CONSULTANT shall perform design activities in support of the 60% plans.
- 9.4 Signalization: CONSULTANT shall conduct a detailed field review to document the existing conditions and signal operating plan. Pedestrian signal design to meet current ADA requirements. The CONSULTANT will update existing signal timings as necessary in accordance with FDOT and Charlotte County guidelines for pedestrian clearance and vehicle clearance intervals. CONSULTANT shall perform design activities in support of the 60% plans.
- 9.5 Lighting: CONSULTANT shall conduct a detailed field review to document the existing conditions. CONSULTANT shall perform design activities in support of the 60% plans.

Task Deliverables: Two (2) 11"x17" hardcopies and an 11"x17" pdf.

sketch, signed and sealed by a surveyor, for each construction easement, drainage easement, temporary right of entry easement, and right-of-way take parcels identified in the plans to be acquired. Each parcel description and sketch shall include the parent track and the parcel to be acquired in a form acceptable to the COUNTY. The scope includes a one-time staking of the physical taking property corners when requested by the COUNTY. This item shall be compensated per each unit based on an estimated sixteen (16) sketches.

TASK 13 **GEOTECHNICAL SERVICES (Optional Services)**

The CONSULTANT shall furnish soils investigation and analysis necessary for the design and preparation of construction plans for this project. Aerial photographs, U.S.G.S. maps and soil survey maps shall be reviewed. A report shall be prepared with recommendations and pertinent soils data, including the water table, and shall be submitted to the COUNTY.

13.1 **Soil Borings and Laboratory Testing:**

Mast Arm Foundations:

- a) Two (2) SPT borings shall be performed to a depth of 35' below existing grade at the mast arm signal foundations where foundations are needed.

13.2 **Report:** CONSULTANT shall prepare a report summarizing the findings and provide recommendations for structure design along with environmental classifications. CONSULTANT shall include core boring sheets for inclusion in the structure plans.

Task Deliverables: **Geotechnical Report and Soil Survey Plan Sheet. Pavement Design to be provided by the COUNTY.**

TASK 14 **CULTURAL AND HISTORICAL ASSESSMENTS (Optional Services)**

14.1 **Report:** CONSULTANT will conduct field reviews and prepare Cultural and Historical Assessment Report.

Task Deliverables: **Cultural and Historical Assessment Report.**

TASK 15 **UTILITY LOCATION (Optional Services)**

15.1 **Utility Location:** Collect utility location data for use in the engineering and plan production tasks. Utility location services will include the following work after 60% plan review and receipt of initial utility information:

- a) Designate or "trace" utilities using electronic pipe and cable locating equipment including Ground Penetrating Radar (GPR) to determine utilities that could be in conflict with construction activities.
- b) After review and determination of potential conflicts perform Sub-surface Utility Engineering (SUE) Services to verify existing utility locations for conflicts with new poles & structures. The intent of the SUE exercise is to provide Utility Investigation/Verification Services within the project limits. Verify vertical and horizontal positions (Vvh) of utilities as well as determining size, type, material, and condition of utilities.
- c) All designating and locating of utilities during this exercise will be recorded using survey grade GPS equipment and can be flagged/marked at any point during construction.

- Retaining Walls
- Gravity Walls

The calculations will be based upon soil parameters provided by geotechnical soil borings and will be in accordance with the established FDOT criterion.

TASK 19 **FINAL BIDDING AND CONTRACT DOCUMENTS (Optional Services)**

- 19.1 **Specifications:** CONSULTANT shall provide a standard specifications package assembled in general accordance with COUNTY Standards. Technical specifications shall be provided as needed and may consist of other standard specifications utilized by the COUNTY for items such as utilities, lighting and signing and marking.

It is assumed the COUNTY shall provide standard "front end" documents including, but not limited to; general conditions, special conditions, and special provisions. CONSULTANT shall assist the COUNTY as necessary in modifying such documents to suit this project.

- 19.2 **Bid Form/Quantities:** CONSULTANT shall prepare and provide bid form summarizing all pay items and associated quantities.
- 19.3 **Permits:** CONSULTANT shall provide a copy of all permits acquired for the project including all associated general and special conditions to be included in the bid set.

Task Deliverables: Specifications Package in Word format, two (2) 11"x17" and two (2) 22"x34" hardcopy plans, one (1) signed and sealed 11"x17" hardcopy plans, pdf files 11"x17" and 22"x34", and Bid Forms in Excel format.

TASK 20 **POST DESIGN SERVICES (Optional Services)**

- 20.1 **Respond to RFI's:** Respond to Requests for Information (RFI) from the Contractor. CONSULTANT shall respond to RFI's within three (3) days of receipt.
- 20.2 **Shop Drawing Review:** Review and approve or take other appropriate action in respect to shop drawings and samples, and other data which the CONTRACTOR is required to submit, but only for conformance with the information given in the contract documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the contract documents. CONSULTANT shall respond to Shop Drawings within ten (10) days of receipt.
- 20.3 **Record Drawings:** CONSULTANT shall review and comment as appropriate (one time) on the as-built drawings prepared by the Contractor's professional surveyor registered in the State of Florida. Upon receipt of the necessary information and survey data, CONSULTANT shall prepare a set of record drawings. Field inspections are not included in this Task.
- 20.4 **Certifications:** Based on the results of the final observations of the site, test reports, record drawings, and other documentation pertinent to the project, CONSULTANT shall prepare and submit to the SWFWMD and COUNTY, the certificates of completion of construction and signed and sealed record drawings.

Task Deliverables: Signed and sealed SWFWMD certifications and record drawings.

Task Fee Summary

Task	Sub Tasks	Description	Cochran Blvd @ Quecada Ave	Murdeck Cir @ Charlotte Public Schools Admin	Murdock Cir @ US 41	Peachland Blvd @ Harbor Blvd	Veterans Blvd @ Cochran Blvd	Veterans Blvd @ Atwater St	Veterans Blvd @ Yorkshire St	Veterans Blvd @ Harbor Blvd	Veterans Blvd @ Orlando Blvd	Veterans Blvd @ Torrington St	Veterans Blvd @ Loveband Blvd	Basis of Payment	Totals
Task 1	1.1, 1.2, 1.3, 1.4	Admin and Meetings	\$3,045.00	\$3,045.00	\$3,045.00	\$5,706.00	\$5,706.00	\$5,706.00	\$4,563.00	\$4,563.00	\$3,045.00	\$3,045.00	\$3,045.00	NTE	\$44,514.00
Task 2	2.1, 2.2, 2.3	Conceptual Roadway Design	\$2,000.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$2,000.00	NTE	\$29,000.00
Task 3	3.1, 3.2	Surveying	\$4,042.50	\$3,025.00	\$4,042.50	\$6,860.00	\$6,860.00	\$6,860.00	\$6,860.00	\$6,860.00	\$4,777.50	\$4,777.50	\$4,777.50	NTE	\$59,742.50
Task 4	4.1	Environmental Species Assessment	\$0.00	\$0.00	\$0.00	\$2,420.00	\$2,420.00	\$2,420.00	\$2,420.00	\$2,420.00	\$2,420.00	\$2,420.00	\$2,420.00	NTE	\$19,360.00
Task 5	5.1	Wetland Delineation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,690.00	\$1,690.00	\$1,690.00	\$1,690.00	\$1,690.00	\$1,690.00	NTE	\$10,140.00
Task 6	6.1	Utility Coordination	\$3,315.00	\$1,425.00	\$2,065.00	\$6,210.00	\$6,210.00	\$6,210.00	\$5,290.00	\$5,290.00	\$3,315.00	\$3,315.00	\$3,315.00	NTE	\$45,960.00
Task 7	7.1, 7.2	Permitting (Permit Exemption)	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	NTE	\$12,100.00
Task 8	8.1	30% Plan Phase	\$2,830.00	\$2,749.00	\$1,833.00	\$8,381.00	\$11,398.00	\$11,398.00	\$10,217.00	\$10,217.00	\$8,431.00	\$8,431.00	\$8,431.00	NTE	\$94,316.00
Task 9	9.1, 9.2, 9.3, 9.4, 9.5	60% Plan Phase	\$11,320.00	\$6,414.00	\$7,330.00	\$50,285.00	\$45,590.00	\$45,590.00	\$40,866.00	\$40,866.00	\$33,724.00	\$33,724.00	\$33,724.00	NTE	\$349,433.00
Task 10	10.1, 10.2, 10.3, 10.4, 10.5	90% Plan Phase	\$8,490.00	\$5,498.00	\$5,498.00	\$35,918.00	\$34,193.00	\$34,193.00	\$30,650.00	\$30,650.00	\$25,293.00	\$25,293.00	\$25,293.00	NTE	\$260,969.00
Task 11	11.1, 11.2, 11.3, 11.4, 11.5	100% Plan Phase	\$5,650.00	\$3,665.00	\$3,665.00	\$23,945.00	\$22,795.00	\$22,795.00	\$20,433.00	\$20,433.00	\$16,862.00	\$16,862.00	\$16,862.00	NTE	\$173,977.00
Subtotal			\$41,802.50	\$28,921.00	\$30,578.50	\$144,825.00	\$140,272.00	\$141,962.00	\$126,589.00	\$126,589.00	\$102,657.50	\$102,657.50	\$102,657.50	NTE	\$1,089,511.50

Basic Services

Optional Services			
Task 12	12.1	Parcel Sketches (16 EA)	\$750/ Per Each
Task 13	13.1, 13.2	Geotechnical	NTE
Task 14	14.1	Cultural and Historical Assessment	NTE
Task 15	15.1	Utility Location	NTE
Task 16	16.1, 16.2	Utility Design (CCU)	NTE
Task 17	17.1, 17.2, 17.3	Permit Modifications	NTE
Task 18	18.1	Miscellaneous Structures	NTE
Task 19	19.1, 19.2, 19.3	Final Bidding and Contract Documents	NTE
Task 20	20.1, 20.2, 20.3, 20.4	Post Design Services	NTE
Optional Services Subtotal			\$ 409,223.00
Total Fee including Optional Services			\$ 1,498,734.50

Exhibit "C"

Charlotte County Intersections Design Schedule

