

EXHIBIT “A”

SCOPE OF SERVICES

Financial Project Number: **250696-7-32-01**
Districtwide Miscellaneous Location Survey Consultant

1. OBJECTIVE

The objective of this Districtwide Miscellaneous Location Survey Consultant contract is to provide districtwide surveying and mapping services in support of the Surveying and Mapping “S&M” section of the Florida Department of Transportation District Six, “DEPARTMENT”. This effort is vital to the planning, analysis and assessment of transportation infrastructure and natural features throughout the state of Florida by the Department, State Agencies, Federal Government, and the Public.

2. SERVICES AND RESPONSIBILITIES

The CONSULTANT shall provide all necessary professional surveying & mapping services to support topographic and/or mapping projects as directed and/or inquired by the FDOT supervisor. Most of these services will utilize a combination of mobile surveying and mapping technologies with GNSS and conventional survey technologies for ground control, quality assurance, and supplementary topographic map data when necessary. The goal of utilizing mobile survey technology is to increase safety and cost benefit to projects through efficient collection and enhanced topographic information. It is further desired that mobile survey data will offer other value-added data to GIS, maintenance, and preliminary engineering.

The Consultant's services shall include, but are not limited to, providing professional surveying products and services in the following work areas:

A. Terrestrial Mobile LiDAR Surveying & Mapping

The Consultant shall provide services and products consistent with the FDOT "Terrestrial Mobile LiDAR Surveying & Mapping Guidelines".

B. Ground Control

The Consultant shall provide services and products necessary to support all mobile mapping tasks. All services and products consistent with latest version of the FDOT "Surveying & Mapping Handbook".

C. Scheduling of Activities

The FDOT supervisor will establish deadlines for each phase or activity on an individual project basis. The Consultant shall be responsible for completing each phase or activity within the established time frames. The Consultant will be expected to schedule individual or group meetings, field reviews and/or office visits as necessary to meet established dates.

D. Drainage information

If a drainage information is required, all rim, invert, pipe (size, material and direction) and bottom will be obtained. If any structures need to be cleaned or are inaccessible the consultant should notify the department immediately.

E. Project Status

A biweekly written report will be submitted to the FDOT supervisor on projects assigned to the Consultant. Each report shall include if applicable the Financial Project Identification Number and/or Work Program Item Number, MSTs number, County Name, and date each phase or activity is expected to be finished.

Said services shall be accomplished in accordance with the latest revision of the Florida Department of Transportation Surveying and Mapping Handbook, the latest FDOT approved CADD technologies and the standards of practice for land surveying and mapping in the State of Florida, pursuant to chapter 5J-17 of the Florida Administrative Code and section 472.027 of the State of Florida statutes. Said services also include the criteria established by:

- The Department's Highway Field Specifications
- FDOT Survey Procedure Topic No. 550-030-101-a
- FDOT Utility Accommodation Manual, ASCE Standard, Topic #710-020-001
- FDOT Right of Way Mapping Procedure, Topic Number 550-030-015-c
- Right of Way Mapping CADD Handbook
- CADD Production Criteria Handbook
- Any special instructions provided by the District Surveyor.

It is the intent of this Scope of Services that the CONSULTANT, employing qualified, competent and experienced personnel, shall perform the services set forth herein providing services equal to the practice prevalent by consultants within the subject area of work and commensurate with the magnitude and intricacy of the work under consideration. In addition, the CONSULTANT must provide, operate, and maintain all appropriate equipment and software as necessary to perform the services as set forth herein and commensurate with Federal, State, and local laws and regulations, provisions, and policies.

The items that follow are not intended to be comprehensive or exclusive, but do represent a general outline of the work that is expected by this contract:

Work type: Major 8.2- Design, Right of Way and Construction Surveying

- Design level surveys, specific purpose surveys, acquisition parcel stakeout.

Work type: Minor 8.1- Control Surveying

- Project Control Network.

Work type: Minor 8.4- Right of Way Mapping

- Right of Way Control Survey Maps, Acquisition Right of Way Maps, Maintenance Maps, Retracement, recovery, and analysis of historical baselines of Survey, Boundary Surveys, Parcel Sketches, Legal Descriptions, Properties Title Analysis.

The Surveyor & Mapper must provide for traffic control (Flagging & Barricades) during their surveys or identify a subconsultant to provide for traffic control and must always comply with applicable Federal, State, and local laws, provisions and policies governing safety and health. This includes Title 29, Code of Federal Regulations, Parts 1910, Occupational Safety and Health Regulations, including confined space entry requirements for General Industry and Construction, including any subsequent revisions and updates. To safely conduct the public through the work area, full compliance with the current Department Roadway and Traffic Design Standards (600 Series), Survey Safety Handbook, and current Maintenance of Traffic Training FDOT Topic No. 625-010-010-a are a minimum requirement.

All survey crew members must be M.O.T. certified; at a minimum, one crew must be CSX R/R certified, and one crew must be confined space certified. The consultant must provide with the necessary equipment to enter confined spaces. These certifications must be maintained through the life of the contract.

The Surveyor & Mapper (Prime Consultant) is required to provide two (2) survey crew ready and available to work within 24 hours of notified by the DOT; and a third survey crew ready and available to work within 48 hours of notice from the DOT to proceed. The Surveyor & Mapper (Prime Consultant) must provide with necessary office staff to support all requirements from this contract.

Any work order shall be coordinated with the Surveying and Mapping Supervisor. Said work orders are required to be submit within the 48 hours of notified by the DOT and will be subject to various review stages and will also be subject to a previously agreed final submittal date. Failure to submit the required task on time would influence the consultant's performance evaluation and may be subject to financial consequences.

Once a Task Work Order has been furnished, and before any work begins, the consultant is required to submit a Network Design Plan ("NDP") and a QA/QC Plan for approval. The primary project control adjustment results and reports must be submitted for approval to the S&M office, prior to any field survey activity requiring the use of the primary project control.

All Surveying & Mapping products and services must be review for accuracy, errors, omissions, and completeness before submission of data. The contract survey project manager shall fill and signed the District Six internal checklist (available upon request) and include such document as part of any submittal for review. The Consultant will be required, without additional compensation, to correct any errors including but not limited to, omissions, discrepancies, and ambiguities in the work, which may be discovered after submission. Acceptance of the Surveying & Mapping products and services by the Department shall not relieve the Consultant from the responsibility of subsequent correction of work errors.

The Surveyor & Mapper in charge is responsible for employing the very best professional judgment, practices, and principles during the performance of the work commissioned under this contract. The Surveyor & Mapper shall be aware that, as the project is developed, certain modifications and/or improvements to the original Task Work Order may be required. The Surveyor & Mapper and the

DEPARTMENT will determine if any of these modifications warrant any supplemental fee request(s). The Surveyor & Mapper shall demonstrate good project management practices while working on all contract work orders. This includes communication with the DEPARTMENT and others as necessary i.e., management of time, funds, resources, and documentation. The CONSULTANT must set up and maintain throughout the duration of the contract, a project log, a correspondence file, and a database of surveying and mapping files for each Task Work Order. The CONSULTANT'S final evaluation will be heavily weighted on communication, QA/QC review results, and the ability to submit on or before previously agreed deadlines.

All contracted services shall be completed by the CONSULTANT to the best standard of this business field, and it will not be necessary for the DEPARTMENT to supplement any of the operation or work force; except when stated specifically in the Task Work Order. The DEPARTMENT reserves the right to make periodic reviews as it may deem necessary or desirable to maintain proper liaison.

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

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

The above-described services and responsibilities also apply to the subconsultants/subcontractors working under this contract. For additional information of the surveying and mapping standards, procedures, and services, please refer to the latest Florida Department of Transportation Surveying and Mapping Handbook.