

**Exhibit “A”
Scope of Services
Colbert Road Sidewalk Improvements
CSA No.22-091-03**

I. PURPOSE AND BACKGROUND

The purpose of this Exhibit is to define the responsibilities of the Kisinger Campo & Associates, Corp. (KCA) (**CONSULTANT**) and Polk County (**COUNTY**) in connection with the design and preparation of construction plans for the sidewalk improvements along Colbert Road from Joshua Lane to Dave Robbins Way in the City of Lakeland, Florida. Colbert Road is a collector road in northwest Polk County that runs in a north-south direction from Joshua Lane to Urban Lane and runs east-west from Urban Lane to Dave Robbins Way.



The **COUNTY** has requested the **CONSULTANT** to provide final design services, construction plans, environmental permits, and specifications development support to incorporate sidewalk improvements along Colbert Road to facilitate sidewalk connectivity,

safer access to school bus stops at Clubhouse Road, Highland City Elementary School, Highland City Town Center, and Fort Fraser Trail. This improvement will fill sidewalk gaps between two urban collectors and an urban principal arterial at US 98. The County Push Button Construction Contracting is anticipated; therefore, the plans and specifications will be condensed and only include the information that is not specified in the Push Button contract.

Right-of-way acquisition is not anticipated for this improvement based on the information provided by the Polk County Property Appraisal website. The County will be fully responsible to acquire all License Agreements/Construction Easements for the proposed improvements.

The posted speed along Colbert Road is 30 mph.

The design shall be based on the FDOT 2018 Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (aka "Florida Greenbook"), FDOT Design Standards for Construction and Maintenance Operations on the State Highway System, 2009 FHWA Manual on Uniform Traffic Control Devices, Standard Specification, and the Polk County Technical Standards Manual (revised 10/2009).

II. PROJECT DESCRIPTION

- Prepare roadway plans, traffic control plans, and signing and pavement marking plans for Colbert Road
- Prepare utility adjustment plans
- Prepare and submit permit application package (if required)
- Prepare and submit FDOT Drainage Connection Permit (if required)

III. STORMWATER DESIGN

The existing drainage along Colbert Road sheetflows onto offsite properties and shallow swales. Inlets, pipes and driveway sidedrain pipes will be added, if necessary. No adverse impacts to the existing swales system capacity are anticipated. Swale grading will also be required in some locations to ensure the new sidewalk will not be flooded during normal storm event.

The project does not include any areas of FEMA floodplain and stormwater treatment systems are not anticipated; therefore, floodplain analysis and stormwater treatment design are excluded from this scope of work. The **CONSULTANT** shall address stormwater pollution prevention measures in the construction plans.

IV. DESIGN PHASE SERVICES

The **CONSULTANT** shall provide complete design services for the project except as specifically excluded in this Scope of Services.

The project will be accomplished under a Professional Services Agreement in phases consisting of 60%, 90%, and Final submittals for review.

COUNTY shall furnish all required design survey data and legal description for temporary easements.

The **CONSULTANT** shall furnish professional engineering services for the final design and preparation of construction plans for the subject design improvements.

The **CONSULTANT's** Scope of Services shall include:

- Preparation of the proposed roadway/sidewalk plans and analyses, erosion control, and maintenance of traffic scheme.
- Technical specifications support if needed. County Push Button Construction Contracting is anticipated.
- Bid item quantities and construction cost estimates.
- Prepare and submit an Environmental Resource Permit (ERP) application package to the Southwest Florida Water Management District (SWFWMD) (if required). Due to lack of waters of the U.S., the need for an FDEP 404 permit is not anticipated.
- Post-design services

The **COUNTY** will provide all required survey information and other available information to the **CONSULTANT** for use in preparing the roadway/sidewalk plans, erosion control, and maintenance of traffic scheme plan.

During the design phase, services are to be provided in accordance with the following sections for development of the final roadway/sidewalk construction plans. The **CONSULTANT** shall prepare traffic control plans for the project limits specified in this Scope of Services.

1) Design and Right-of-Way Survey

COUNTY shall furnish all required design survey data in electronic format as required to complete the project, including but not limited to the following:

- Survey baseline alignments
- Horizontal and Vertical survey control information
- Topographic survey
- DTM
- Drainage survey
- Aboveground utilities
- Existing R/W lines and property lines
- Existing water elevations

COUNTY shall furnish the **CONSULTANT** with copies of existing right-of-way maps within the vicinity of the project. **CONSULTANT** shall provide limits of the required survey.

2) Roadway/Construction Plans Preparation

- a) **CONSULTANT** shall furnish complete and final roadway/sidewalk construction plans for the sidewalk addition on Colbert Road including summary of pay items, summary of quantities, traffic control plans, cross sections, and utility adjustment plans.
- b) Construction plans are to be in 11"x17" format. Plan sheets are to be in an acceptable scale (e.g., 1 inch = 40 feet). Key sheets and overall project sheets shall not exceed a scale of 1 inch = 200 feet. See "Submittals and Design Reviews" for specific plans submittal information.

3) Lighting is not anticipated for this project.

4) Utility Coordination and SUE

- a) The **CONSULTANT** is responsible for coordinating its design work with the public and private Utility Agency/Owners (UAOs) having existing and/or planned facilities within the limits of the project. Prior to the 60% complete design phase, **CONSULTANT** shall notify by letter and email, all public and private UAOs that may have utilities within the project limits. Notification shall include a description of the project and an outline of the design schedule. Two sets of complete design drawings are to accompany the letter, one set to be returned to the **CONSULTANT** with plot of existing utilities, the second set to assist the utility in initiating utilities relocation design. A digital submittal process utilizing PDF plans sheets will be used.
- b) **CONSULTANT** shall provide the UAOs two sets of plans at the 60% and 100% complete design phases. At each design phase, the UAOs will be instructed to return one (1) set of marked-up plans to the **CONSULTANT** showing their utility relocation, adjustment, and new facilities design, as well as existing utilities to remain per the County's Utility Coordination Manual. The **CONSULTANT** shall coordinate with the **COUNTY** to hold a utility coordination meeting with required attendance by the UAOs in the event of possible utility conflicts. The **CONSULTANT** shall provide the UAOs a minimum of a two-week notice for the coordination meetings.
- c) **CONSULTANT** utility coordination responsibilities shall continue throughout the design process to assist the **COUNTY** with resolving utility conflicts. Any utility design services for new facilities or the proposed relocation and adjustment of existing facilities are not included in this scope of services nor will be the responsibility of the **CONSULTANT**.
- d) **CONSULTANT** responsibilities are to incorporate the mark-up information provided by the UAOs on the Utility Adjustment plans.
- e) **CONSULTANT** shall provide each UAO with a copy the conflict matrix showing the location of each utility in conflict with the proposed improvements. The **CONSULTANT** coordinate with each UAO for resolution to each conflict and provide documentation when all conflicts are resolved to ensure a utility clear project limit by 90% plans submittal to the **COUNTY**.
- f) The **COUNTY** will provide Subsurface Utility Exploration (SUE) (VVH) data if warranted.

5) Signing and Pavement Marking Plans At this time signing and pavement marking will be incorporated into the roadway plans. **CONSULTANT** shall analyze and document signing and pavement markings requirements in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

6) Project Specifications

- a) **COUNTY's** Standard Technical Specifications shall be used for the project along with FDOT Standard Specifications for Road and Bridge Construction, Divisions II and III (as applicable).

July 2024 FDOT Standard Specifications for Road and Bridge Construction will be utilized.

County Push Button Construction Contracting is anticipated therefore the specifications will be condensed and only include the information that is not specified in the Push Button Contract.

- b) The **CONSULTANT** will assist **COUNTY** with preparation of the Technical Specifications.
- c) The **COUNTY** will prepare the overall Project Bid Specifications.

7) Bid Quantities and Construction Cost Estimate

- a) **CONSULTANT** shall prepare bid quantities that include all bid items that comprise the project design. Bid items shall include reference to applicable and current FDOT Measurement and Payment Items.
- b) If required, bid proposal sheets included with the Project Bid Specification package shall be prepared by the **COUNTY** based on the **CONSULTANT** provided quantities. County Push Button Construction Contracting is anticipated.
- c) Preliminary bid quantities shall be submitted with the 60% design review submittal. The quantities and associated cost shall be submitted in the Engineer's Construction Cost Estimate, which shall be submitted with the 90% and Final design submittals.
- d) Construction costs are to be based on the most current cost data available to the **CONSULTANT** that applies to the local construction market area.

V. DESIGN REQUIREMENTS AND PROVISIONS FOR WORK

Design Construction Standards

CONSULTANT shall prepare the design, plans, and specifications in accordance with current editions of the following:

- 2018 Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (aka "Florida Greenbook")
- FY 2021-22 FDOT Standard Plans for Road and Bridge Construction
- July 2021 FDOT Standard Specifications for Road and Bridge Construction, Divisions II and III (as applicable)
- 2009 FHWA Manual on Uniform Traffic Control Devices
- Polk County Technical Standards Manual, revised 10/2009

In case of conflicts between criteria stated in the aforementioned documents, the **CONSULTANT** shall contact **COUNTY** for direction. If it becomes necessary for **CONSULTANT** to deviate from the standard design criteria specified in the documents, the **CONSULTANT** shall formally request authorization from the **COUNTY** by submitting a design variance request that describes the condition and states in writing, the reasons for the deviations. The Request for Design Variance shall be signed and sealed by the Engineer-of-Record.

Plans Preparation

CONSULTANT shall prepare plans, specifications, and other documents that are accurate, legible, and complete in detail. Final Submittals shall be made to the **COUNTY** in reproducible form and on disk for those items described in this Scope of Services.

County Push Button Construction Contracting is anticipated; therefore, specifications will be condensed and only include the information that is not specified in the Push Button Contract.

Submittals and Design Reviews

CONSULTANT shall prepare plans, specifications, special conditions, and other documents that are accurate, legible, and complete in detail. All submittals shall be made to **COUNTY** in electronic format (PDF) for those items described in this section.

- Plan design review submittals shall occur at the 60%, 90%, and Final phases.
- **CONSULTANT** shall submit a draft of the specifications with the 90% design review submittal and at the Final design review submittals.
- Bid quantities and construction cost estimates shall be submitted at the 60% (quantities only), 90% and Final submittal phases.
- **CONSULTANT** shall submit a PDF plan set for each of the following submittals: 60%, 90% and Final.
- The final design submittal will consist of electronically signed and sealed (11" x 17") plan sets, and one copy of digital design files in acceptable.
- **CONSULTANT** shall respond to the **COUNTY's** design review comments in writing and incorporate revisions into the plans as appropriate. Written responses and plans revisions are to be included with the subsequent phase submittal.
- **CONSULTANT** shall respond to regulatory agencies review comments in the same manner.

Final Design Project Schedule

CONSULTANT's services shall commence upon receipt of written notice to proceed issued by **COUNTY**. **CONSULTANT** shall complete the final design of improvements in accordance with the agreed upon project schedule.

- 12 months for delivery of all services following NTP.

Post-Design Services

Post-design services are support services that may be required to address changed conditions and other services not covered under the original contract or subsequent contract modifications to facilitate and satisfactorily complete construction.

These services are not intended to address any **CONSULTANT** errors and/or omissions that may occur. The hours required to complete these tasks may be increased or decreased by the **COUNTY** based on actual project requirements.

The following items are representative, but not limited to, services related to construction assistance to be provided to the **CONSULTANT**. During the construction phase, it is understood a **COUNTY DESIGNEE** is to administer the construction contract, perform records management, and carry out resident engineering and inspection services.

The **CONSULTANT** shall furnish the following services:

- **Pre-Bid Conference:** Attend the pre-bid conference and assist the **COUNTY DESIGNEE** as needed.
- **Construction Meetings:** Assist the **COUNTY DESIGNEE** as needed.

- **Plan Interpretations and Requests for Additional Information:** Provide written interpretations to the **COUNTY DESIGNEE** of the contract documents (Plans, Specifications, and Bid Package) and respond to questions concerning unforeseen conditions affecting the project's design and construction. The **CONSULTANT** shall not direct or infer changes to the construction contract. Changes shall be submitted through the **COUNTY'S** change order procedure.
- **Site Visits:** Respond to problems encountered during construction and conduct field investigations as requested by the **COUNTY DESIGNEE**. Based on information obtained during visits to the construction site, the **CONSULTANT** shall assist the **COUNTY** in providing potential solutions to the problem encountered including any plan modifications that may be required.
- **Field Changes and Plan Revisions:** From time to time during construction the **CONSULTANT** may be requested by the **COUNTY DESIGNEE** to review the contractor's proposed field changes or respond with a recommended solution to remedy particular field situations not covered by the plans and specifications. The **CONSULTANT** shall revise the plans to provide for changes that the **COUNTY** deems necessary after final plan acceptance.
- **Meetings and Coordination:** During the construction phase, the **CONSULTANT** shall attend meetings held between the **CONTRACTOR** and **COUNTY DESIGNEE** as requested. Attendance and coordination with other County departments, adjacent property owners, and utility representatives may also be required.
- **Request For Information (RFIs) & Request For Material (RFMs):** The **CONSULTANT** will respond to RFIs provided as Shop Drawings for review and approval by the **COUNTY** or **COUNTY DESIGNEE** and RFMs provided by the **CONTRACTOR** for design modifications review.
- **Record Drawings** for the roadway improvements that are a compiled representation of the constructed project including changes made during construction and substantially depict the As-Built Survey to be provided by the **CONTRACTOR** and/or **COUNTY DESIGNEE**.

CAS# 22-091-03 Cost not to-exceed

The Consultant is to perform the services listed above at a total not to-exceed fee of **\$198,853.31**

CAS# 22-091-03 Exclusions

This scope of services does not include:

- Traffic studies
- Public Involvement
- SWFWMD permitting fees
- Polk County Right-of-Way Permitting
- Compensatory wetland mitigation design/permitting
- Protected species coordination/permitting
- Cultural/historical analysis
- Geotechnical Investigation or Engineering
- Pedestrian Signal Design
- Lighting analysis or Lighting plans
- Relocation design for any utility facilities and services
- Preparation of Easements
- Record Drawings
- CEI services

	Project Manager	Chief Engineer	Senior Engineer	Engineer	Engineering Intern	Senior Engineering Tech	Engineering Tech	Senior Designer	Designer	Senior Scientist	Environ. Specialist	Subconsultant Cost	Total Hours	Total Cost
Hourly Rates	\$348.00	\$312.24	\$261.03	\$139.87	\$127.07	\$179.27	\$106.38	\$157.60	\$142.83	\$154.00	\$87.67		38	\$12,183.35
1. PROJECT ADMINISTRATION	33	0	0	5	0	0	0	0	0	0	0			
3. DESIGN SERVICES														
3a. ROADWAY & DRAINAGE DESIGN ANALYSIS	22	8	64	159	114	0	0	24	0	0	0		391	\$67,367.55
3b. ROADWAY & DRAINAGE PLANS	14	26	41	62	86	46	0	69	0	0	0		344	\$62,413.25
3c. S&PM ANALYSIS & PLANS	0	0	8	0	18	24	18	0	0	0	0		68	\$10,592.82
4. ENVIRONMENTAL AND PERMITTING SERVICES	0	0	0	0	0	0	0	0	0	72	0		72	\$11,088.00
5. UTILITY COORDINATION	14	0	5	0	0	0	0	0	22	0	0		41	\$9,319.41
7. BID PHASE SERVICES	8	0	0	8	8	0	0	0	0	0	0		24	\$4,919.52
8. POST DESIGN SERVICES (Optional Service)	39	4	7	23	8	0	0	0	0	0	1		82	\$20,969.41
Total Hours	130	38	125	257	234	70	18	93	22	72	1		1060	
Total Cost	\$45,240.00	\$11,865.12	\$32,628.75	\$35,946.59	\$29,734.38	\$12,548.90	\$1,914.84	\$14,656.80	\$3,142.26	\$11,088.00	\$87.67	\$0.00		\$198,853.31