



PROJECT NO.: CN140380

OPEN DATE: AUGUST 26, 2014

AND TIME: 2:30 P.M.

LOCATION:
PROCUREMENT MANAGEMENT
1825 HENDRY ST. 3rd FLOOR
FORT MYERS, FL 33901

NOTICE OF COMPETITIVE NEGOTIATION

TITLE:
MISCELLANEOUS TRAFFIC ENGINEERING
SERVICES

Advertised Date: AUGUST 1, 2014

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PROCUREMENT MANAGEMENT

ADDRESS

1825 Hendry St 3rd Floor
FORT MYERS, FL 33901

PROCUREMENT CONTACT:

NAME: KATHY CICCARELLI, CPPB
TITLE: PROCUREMENT ANALYST
PHONE NO.: (239) 533- 5456
EMAIL: kcicarelli@leegov.com

GENERAL CONDITIONS

Sealed Responses will be received by the DIVISION OF PROCUREMENT MANAGEMENT, until the time and date specified on the cover sheet of this “Notice of Competitive Negotiation”.

Any question regarding this solicitation should be directed to the Procurement Division Contact listed on the cover page of this solicitation, or by calling the Division of Procurement Management at (239) 533-5450.

1. SUBMISSION OF LETTERS OF INTEREST:

- a. All Letters of Interest must be submitted in compliance with the Response Procedure set forth below via email:
 1. Letters of Interest must be submitted either by hand delivery to the Procurement Management Office or as a single email attachment (in unzipped Adobe PDF format) sent to ContractsInBox@leegov.com
 2. Submission Format:
 - a. Anti Collusion Statement (1 Page)
 - b. Affidavit Certification Immigration Laws (1 Page)
 - c. Response to Criteria (Not to exceed 5 pages)
 3. Should not contain links to other Web pages
- b. Letters of Interest must, at a minimum include the following information:
 1. Project CN number and Name
 2. Consultant’s name and address
 3. Proposed responsible office for consultant
 4. Contact person, phone and fax number and Email Address
 5. Statement regarding qualifications of consultant and/or proposed sub-consultants for the advertised work
 6. Proposed key personnel and their proposed roles (do not include resumes)
 7. Sub-consultant(s) that may be used for the project
 8. Indication as to whether the prime firm and/or sub-consultants are A Disadvantaged Business Enterprise (DBE)
 9. The Project Team’s approach to the project.
- c. **RESPONSES RECEIVED LATE:** The delivery of Letter of Interest to Lee County Procurement Management prior to or on the time and date as stated is solely and strictly the responsibility of the Consultant. Lee County Procurement Management shall not be responsible for delays caused by the E-mail System(s), United States Postal Service, Overnight Express Mail Services, or for delays caused by any other occurrence. The County expressly reserves the sole and exclusive right to accept or reject a late Letter of Interest when the lateness is due to matters beyond the control of any third party delivery service. Late Letters of Interest may be returned to the Consultant with the notation: “This Letter of Interest was received after the specified deadline”.
- d. **COUNTY RESERVES THE RIGHT:** The County reserves the right to exercise its discretion, to waive minor informalities in any response; to reject any or all responses

with or without cause; and/or to accept the response that in its judgment will be in the best interest of the County of Lee.

- e. **EXECUTION OF SOLICITATION:** All responses shall contain the signature of an authorized representative of the vendor in the space provided on the anti-collusion page. All responses shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the response shall be initialed.
- f. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications that change the intent of the solicitation will cause the solicitation to be non-responsive and the response will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

2. **ACCEPTANCE**

The materials and/or services delivered under the solicitation **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

3. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service. The awarded vendor has attested to compliance with the applicable immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be grounds for unilateral termination of the awarded agreement.

- a. Local Business Tax – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the quote all necessary permits and/or licenses required for the sale of this product and/or service and upon the request of the County will provide copies of licenses and/or permits within 10 calendar days after request.
- c. The geographic preference established in the Local Vendor Preference ordinance is applicable to all Lee County procurement activities unless otherwise specifically noted in the solicitation package. Provided, however, the Local Vendor Preference ordinance is not applicable to procurement activity or solicitations involving Federal Transit Administration grant funds.
- d. Florida Statutes Section 607.1501 (1) states: A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

4. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238

All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this project.

Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, quoter, or bidder for the preparation of these specifications. Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or quoters should include in their quote all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

5. **PUBLIC ENTITY CRIME**

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

6. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

7. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

8. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any proposal and a part of these specifications that the submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this proposal, to any other governmental entity.

9. **COOPERATIVE PURCHASING**

The Lee County Board of County Commissioners participates in cooperative purchasing agreements; it is hereby made a part of this proposal that the submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same contract price, to the other governmental entities.

10. **COUNTY RESERVES THE RIGHT**

a) **Any Single Large Project**

The County, in its sole discretion, reserves the right to separately quote any project that is outside the scope of this solicitation, whether through size, complexity, or dollar value.

b) **Disadvantaged Business Enterprises (DBE's)**

The County, in its sole discretion, reserves the right to purchase any of the items in this solicitation from a Disadvantaged Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this solicitation from DBE's to fulfill the County's stated policy toward DBE's.

c) **Anti-Discrimination**

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to ensure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

11. **DRUG FREE WORKPLACE**

Whenever two or more proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

12. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

14. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the solicitation response. This information may be accepted after opening, but no later than 10 calendar days after request.

15. **TERMINATION**

Any agreement as a result of this solicitation may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Procurement Management.

16. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a solicitation are subject to public disclosure and will **not** be afforded confidentiality.

17. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are ***not*** to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

18. **INSURANCE (AS APPLICABLE)**

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

19. **CONFLICT OF INTEREST**

All firms are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22:

The County is prohibited from soliciting a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.

And:

A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary contractor/consultant or a prominent member of the team, cannot be selected or retained, as the primary contractor/consultant or a named member of the contracting/consulting team, to perform project design, engineering, or construction services for subsequent phases or scopes of work for this project. Pursuant to FS. S. 287.057(17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.

Should your response be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the submittal from consideration for this project.

20. **PROTEST RIGHTS**

As a bidder/proposer in the formal solicitation process you have a right to protest an intended decision posted by the County as part of the solicitation process. “Decisions” are posted on the Lee County Procurement website and include, notices of bid award, notices reflecting an interim decision by an evaluation committee to short list the submittals, and recommendations of the committee to the Board for award of a contract. You are responsible to check for information regarding the solicitation on this website. The process and procedure applicable to pursuing a bid/proposal protest are found in the Lee County Procurement Code/Manual posted on the Lee County website. In order to preserve your right to protest, you must file a written *Notice of Intent to File a Protest* with the Lee County Procurement Management Director by close of business (5pm) on the 3rd day after the decision affecting your rights is posted on the Lee County website. The notice must clearly state the basis and reasons for the protest. The written Notice of Intent to File a Protest must be physically received by the Procurement Management Division within the required time frame; no additional time is granted for mailing. To secure your right to protest, you will also be required to post a Protest Bond and file a written Formal Protest document within 10 calendar days after the date the Notice of Intent to File a Protest is received by Procurement Management.

FAILURE TO FOLLOW THE BID/PROPOSAL PROTEST PROCEDURE REQUIREMENTS ESTABLISHED BY THE LEE COUNTY, FLORIDA, BOARD OF COUNTY COMMISSIONERS AS SET FORTH IN THE PROCUREMENT CODE/MANUAL CONSTITUTES A WAIVER OF YOUR RIGHT TO PROTEST AND TO PURSUE ANY RESULTING CLAIMS.

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

The undersigned acknowledges receipt of Addenda numbers: _____

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED VENDOR HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS RESPONSE WITH OTHER VENDORS AND HAS NOT COLLUDED WITH ANY OTHER VENDOR OR PARTIES TO A RESPONSE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS.

FIRM NAME _____

BY (Printed): _____

BY (Signature): _____

TITLE: _____

FEDERAL ID # OR S.S.# _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGER NO.: _____

DUNS #: _____

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: _____

E-MAIL ADDRESS: _____

DISADVANTAGED BUSINESS ENTERPRISE (DBE): _____ Yes _____ No

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
MISCELLANEOUS TRAFFIC ENGINEERING SERVICES**

SCOPE

Lee County Board of County Commissioners anticipates seeking professional consultant services to provide and perform the following professional services in the area of traffic engineering, which shall constitute the general scope of the basic services under the covenants, terms and provisions of this PROFESSIONAL SERVICES AGREEMENT.

The CONSULTANT shall perform these traffic engineering services in accordance with permits which may be required from the Florida Department of Transportation, the U.S. Army Corp. of Engineers, the Florida Department of Environmental Regulation, Florida Department of Natural Resources (or combined as the D.E.P.), the E.P.A., the South Florida Water Management District and Lee County Department of Community Development (Development Order).

All Letters of Interest must be submitted in compliance with the Response Procedure set forth below via email (to ContractsInBox@leegov.com) or in person to Lee County Procurement Management on the 3rd Floor of the County/City Annex Building at 1825 Hendry Street, 3rd FL, Fort Myers, Florida 33901, not later than **2:30 p.m., August 26, 2014**.

Proposer is required to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.

SELECTION PROCEDURE:

The selection of the Consultant will be made in accordance with Lee County Procurement Policy and Chapter 287.055 Florida Statutes. Some or all of the responding firms may be requested to provide telephone interviews or written or oral technical proposals (or both), for the ranking process. After ranking of the consultants by the Board of County Commissioners, the contract fee will be negotiated in accordance with Section 287.055, Florida Statutes.

NOTE: Proposed short-list and final selection meeting dates are posted on the Procurement Management web page at www.lee-county.com/procurementmanagement .

TERM OF AWARD

If awarded, the terms of this solicitation shall be in effect for two years. The County reserves the right to renew this quote (or any portion thereof) and to negotiate lower pricing as a condition for each renewal, for up to one additional one-year period, upon mutual agreement of both parties and, except as to lower pricing, under the same terms and conditions.

MAJOR BREAKDOWNS/NATURAL DISASTERS

Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.

Lee County reserves the right to purchase the product or service listed in this quotation elsewhere in an emergency situation.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for all County departments. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your solicitation package. It must be signed and notarized. Failure to include this affidavit with your response will delay the consideration and review of your submission; and could result in your response being disqualified.

AGREEMENTS/CONTRACTS

The awarded vendor will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.lee-county.com/gov/dept/ProcurementManagement/contracts/Pages/Forms.aspx> .

PROJECT GUIDELINES AND CRITERIA

The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the CONSULTANT in performing the professional services and work to be provided pursuant to this Agreement:

This is a “Master” contract, which is not for any specific project. Work will be negotiated, authorized, scheduled, funded, and accounted for by the issuance of Supplemental Task Authorizations, by the requesting department, division or other governmental entity.

Any governmental entity may utilize the provisions of this contract for their specific needs.

No amount of work is guaranteed upon the execution of a Professional Services Agreement.

Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract period, including the renewal.

This contract does not entitle any firm to exclusive rights to County contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.

In reference to Exhibit B of the Professional Service Agreement, vehicle travel mileage is considered incidental to the work and not an extra expense. Also, man-hours spent in travel time to and from work or the job site(s), are not compensable.

County reserves the right to add or delete, at any time, any or all tasks or services associated with this agreement

Cost Proposal Worksheet: to be used when performing work for Lee County.

Immigration Laws: Lee County will not intentionally award County contracts to any Consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e), Section 274A(e) of the Immigration and Nationality Act ("INA).

Lee County shall consider the employment by any Consultant of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of the contract by Lee County.

EVALUATION CRITERIA

The firms offering the best interview/presentation, in the opinion of Lee County, will be awarded a contract. Only firms meeting the minimum score requirements of 80 points will be invited to participate in an interview/presentation after submission of responses.

Firms must comply with the minimum requirement stated above, under submission of letters of interest (page 1), with no more than 10 pages to comply with the criteria listed herein.

In addition to the requested information listed under Submission of Letters of Interest, Section b (page 1), firms should address the following in their submittal:

CRITERIA 1: WORK EXPERIENCE (maximum Points: 50)

Provide a narrative of your firm's experience to perform each task associated with this solicitation. Provide the number and types of similar projects completed in the last five years, with a minimum of three government/political subdivisions related to the various tasks. If you are not responding with experience on all tasks please state so and the reason why.

CRITERIA 2: APPROACH (Maximum Points: 30)

In a concise statement, explain how your firm's intends to generally approach the anticipated types of projects.

CRITERIA 3: KEY PERSONNEL: QUALIFICATIONS AND EXPERIENCE (Maximum Points 20)

Provide the number of full time staff, titles, experience, qualifications and educational background for the principal and staff responsible for the Lee County account.

Indicate which staff will be assigned to the listed tasks and explain how their backgrounds make them qualified to work on those tasks.

TASKS

Pursuant to the General Scope of the Basic Services stated hereinabove, the CONSULTANT shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or item(s) set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT." The TASK INDEX contained herein may be amended during the duration of the contract. Further details are provided in TASK 10.00, Miscellaneous Services.

The TASK INDEX provides a basis for the Traffic Engineering Services to be performed by the CONSULTANT for the COUNTY. TASKS performed by the CONSULTANT shall be in conformance with and completed in a manner that meets all applicable local, state and federal guidelines. In the

performance of these TASKS and work products resulting from these TASKS, the CONSULTANT shall follow contemporary traffic engineering standards and practices. In some tasks, specific methods or procedures highly desired by the COUNTY relating to a task are noted in the following descriptions. The CONSULTANT should note these requirements. Certain TASKS may require the endorsement for a Registered Professional Engineer licensed in the State of Florida and/or the possession of a Professional Traffic Operations Engineer (PTOE) Certification and/or an International Municipal Signal Association (IMSA) Level II Certificates in Signs and Markings and/or Traffic Signals and/or other areas provided by IMSA. These requirements will be either noted in the following or determined at time of actual development of the scope of work for the task. Current Traffic engineering publications, such as the Manual of Uniform Traffic Control Devices (MUTCD) or Florida DOT (FDOT) Manual of Traffic Engineering Studies (MUTS) shall be used as a reference. Certain specialized computer software applications may be utilized to perform certain TASK and the County shall meet with the CONSULTANT and determine the proper and appropriate software for the applicability to each TASK.

TASK INDEX

- 1.00 Traffic Surveys and Data Collection
- 2.00 Traffic Control Evaluations, Reports and Studies
- 3.00 Traffic Signal Timing Plan Development
- 4.00 Roadway Safety Audits
- 5.00 Traffic Impact Reports and Geometric Concepts and Miscellaneous Transportation Planning
- 6.00 Intelligent Transportation Systems (ITS)
- 7.00 Design Plans
- 8.00 Signal and Construction Inspections
- 9.00 Minor Geometric Design
- 10.00 Miscellaneous Services

TASK 1.00 - TRAFFIC SURVEYS AND DATA COLLECTION

The CONSULTANT shall collect and/or develop traffic data and other related information, which might be used to design and/or develop a design for a project, or to evaluate existing traffic conditions, or to be used as a basis for other TASKS in this Contract. The CONSULTANT will be expected to perform collection by various means, including but not limited to, citizen surveys, electronic measurement, video or photographic images, field sketches and measurements, interviews, tape recording, basic geometric surveying, and/or from motorized vehicles.

Report formats shall include all salient information and will be considered incomplete if the COUNTY determines that the accuracy and/or precision of the information and/or data is suspected to produce erroneous results.

The CONSULTANT shall collect, analyze, summarize and consolidate, and/or develop reports for the following:

Task 1.01 Traffic volume data

- A) Automatic Recording Methods
 - i) 24-hour period(s)
 - (1) Volume
 - (2) Speed
 - (3) Vehicle Classification
 - (4) Two Combinations of the above
 - (5) All of the above

- ii) 8-hour period(s)
 - (1) Volume
 - (2) Speed
 - (3) Vehicle Classification
 - (4) Two Combinations of the above
 - (5) All of the above
- iii) 7-Day or Extended
 - (1) Volume
 - (2) Speed
 - (3) Vehicle Classification
 - (4) Two Combinations of the above
 - (5) All of the above

B) Manual Methods

- (1) Turning Movements at Intersections or Driveways
- (2) License plate O-D Surveys
- (3) Vehicle classification
- (4) Queue lengths
- (5) Flow rates

(6) **Intersection delay**

- a. Signalized
- b. Unsignalized

(7) **Travel Time and Delay**

(8) **Condition Diagram of Existing Roadway Features, Facilities and Devices**

The CONSULTANT will prepare a condition diagram on standard FDOT forms contained in the MUTS or in another format approved by the COUNTY. The condition diagram will show the intersection geometry and dimensions, including but not limited to, auxiliary turn lane lengths, lane widths, taper lengths, and turning and curb radii. The condition diagram will show all traffic control devices and other roadway or roadside elements that contribute to the quality of intersection operation, including but not limited to driveways, sidewalks, signs, pavement markings, drainage inlets, buildings, utility and signal poles, lighting, and other fixed objects. The condition diagram shall be a scale drawing.

Task 1.02 **Spot Speed Studies**

Task 1.03 **Origin-Destination Surveys**

Task 1.04 **Public Transportation Usage Surveys**

Task 1.05 **Specialized Surveys and Data Collection**

This TASK permits the CONSULTANT to utilize professional skill and judgment to obtain data and information by methods not listed specifically in TASK 1.00 at the discretion of the COUNTY or the CONSULTANT. All services performed under this TASK shall be by mutual agreement. The COUNTY and CONSULTANT shall discuss

and document methods and task products prior to work being performed under this TASK.

Task 2.00 Traffic Control Evaluations, Studies, and Reports

The CONSULTANT shall perform the following traffic control evaluations or studies, and/or prepare the following reports. Traffic Control evaluations performed under this TASK shall be in conformance with all applicable local, state and federal requirements and in accordance with contemporary standard traffic engineering practices. For certain TASK products, a Professional Engineer's endorsement may be required. This requirement will be determined as part of the scope of work discussions for a TASK or as noted in the following descriptions.

Task 2.01 Qualitative Assessment of Traffic Flow

A Professional Engineer of the firm shall visit all intersections under study during the morning and evening peak traffic periods, as determined from the 24-hour traffic counts and also during any period which a problem was indicated by the work order. The Engineer shall make a qualitative assessment of intersection operation, particularly in terms of queue lengths, delays, conflicts, or any other operational characteristics that should be considered in evaluating the need for a traffic signal.

Color photographs and/or video shall be taken of each approach. The photographs and/or video shall show the lane configuration (and stop bar) and shall be taken approaching and departing the intersection. A minimum of one (1) photograph shall be taken of each approach and departure. More photographs shall be taken if needed to show either physical or unusual situations/conditions needing to be repaired or maintained.

Additional photographs and/or video shall be taken of any geometric, traffic, or traffic control aspects about which the COUNTY should be aware. The CONSULTANT shall recommend to the PROJECT MANAGER if any supplemental work tasks are needed prior to commencing work on such tasks.

Task Products:

- Assessment of intersection operation.
- Color photographs of intersection, date stamped and in a digital format.
- Recommendation for supplemental work tasks as needed.

Task 2.02 Intersection Control

- Signalized
- All-Way Stop
- Stop Control (one-way and two-way)
- Roundabouts
- Traffic Signal Preemption
- School Safety Crossing
- Pedestrian Crossing
- Changeable Message Signs
- Directional Control
- Warning Flasher
- Access Control
- Signal Removal
- Road Closure

Task 2.03 Speed Zoning and Control

Task 2.04 Parking and Control**Task 2.05 Pedestrian Control****Task 2.06 Roadway Safety****Task 2.07 Neighborhood Traffic Control****Task 3.00 Traffic Signal Timing Plan Parameter Development, Inventories and System Design**

The CONSULTANT shall perform the following task to develop and/or implement traffic signal timing parameters for differing types of traffic signal operations. The CONSULTANT may be expected to perform specialized work in performing this TASK and shall have limited discretion in determining the applicability of certain traffic engineering calculations in the development of timing plans. All work performed for these TASKS shall be completed under the direction of a Registered Professional Engineer with a minimum of 3 years of experience in traffic signal and traffic signal systems engineering. For certain TASK products a Professional Engineer's endorsement may be required. This TASK may include other work that is related to the analysis of traffic engineering data, the development of specialized timing parameters and the application of these plans in the County's computerized signal system.

Task 3.01 System Operations Review and Traffic Signal Equipment Inventory

Review and document the type, age, condition, capability of the equipment, and existing timing plan at each intersection within the arterial, existing phasing, laneage and lane assignments, and the coordinating medium on the Department's inspection form. Report to the Project Manager any deficiencies noted upon discovery.

Task Products:

- Traffic signal equipment inventory.
- Existing traffic signal timing/phasing plan
- Sketch of lane configurations.
- Diagram of intersection with the location of all signal field equipment, poles, pullboxes, and loops with GPS X-Y coordinates

Task 3.02 Isolated Locations Timing Plan Parameter Development

The CONSULTANT will determine the optimum timing plans during different times of the day/week for an isolated signalized location. When a timing analysis is performed, the necessary settings to be developed will include but not limited to the following:

- Cycle Length
- Splits
- TOD Plan
- Day-of-Week Plan

These parameters will be developed for the following timing plan periods:

- Day Plan: Inbound, Outbound, Average Hour and out of system
- Week Plan: Day plan to be implemented for each day of the week

The CONSULTANT is responsible for selecting all input values required for the analysis. The CONSULTANT must use their own computer for all analyses to be performed under

this study (the software used must be approved by the Project Manager. Submit CD of all input/output timing development runs and data files (i.e., initial and final Transyt, SYNCRO, or other County approved signal timing analysis program runs); along with any link/node diagrams. The COUNTY will approve the format of the timing charts.

All traffic count data required for the purpose of this study will either be provided by the COUNTY or will be obtained by the CONSULTANT under Task 1.00.

The CONSULTANT will obtain existing controller timings for before evaluations, where applicable. The CONSULTANT shall provide Project Manager with two copies of the documentation for each of the timing plans in an acceptable format. The report shall contain, but not limited to the following information:

- Optimum controller timing that can be implemented on existing hardware.
- Time Clock Chart
- Data files on CD

After acceptance of the initial timings and plans by the Project Manager this task includes entering the intersection controller timings, developed by the CONSULTANT into the controller units by a holder of an IMSA - Level II Signal Certificate. The CONSULTANT shall notify the COUNTY prior to implementation and request their presence during the implementation.

Also perform fine tuning of implemented timing(s) based on field observation of the traffic operation during the morning and evening peak hours. The traffic engineer will observe the operation of the intersection for each timing pattern. Should an existing controller become inoperative or additional hardware or cabinet modifications be required at an intersection the CONSULTANT will give verbal notification of the problem to the Project Manager within the same day. Document in the report the nature, extent and probable solution(s) to the problem(s) within one week.

The CONSULTANT shall provide the Project Manager one written copy of the final documentation and a digital CD for each of the timing patterns in an acceptable format. The report shall contain, but not limited to the following information:

- Final Implemented Timings
- Day Plans
- Week Plan

At the completion of the study, submit to the Project Manager two (2) copies of a report (in an acceptable format) containing the following information:

- Study Summary
- Equipment Inventory
- Final Intersection Timings
- 24-hour, 7-day counts arrayed in an acceptable format.
- 8-hour turning movement count arrayed in an acceptable format.

Task Product:

- Final report that is signed sealed and dated by a professional engineer.

Task 3.03

System Timing Plan and System Parameter Development

The CONSULTANT will determine the optimum system timing pattern(s) for the optimum cycle length during different times of the day/week for a number of traffic

signals within a traffic signal control section(s). When a system analysis is performed, the necessary settings to be developed will include but not limited to the following:

- Cycle Length
- Splits
- Offsets
- Force-offs
- Permissives
- TOD Plan
- Day-of-Week Plan
- Traffic Resolve Plan

These parameters will be developed for the following timing plan periods:

- Day Plan: Inbound, Outbound, Average Hour and out of system
- Week Plan: Day plan to be implemented for each day of the week
- Annual Plan for peak season and off-season traffic

Submit to the COUNTY a Time-Space Diagram with the efficiency and attainability of the coordinated signalized intersections after the optimization of the traffic signals. The Consultant will also submit a County approved platoon-progression diagram program (recommend not using TRANSYT-7F, but TSDraft) for each timing pattern.

For the purpose of this task, the following definitions apply:

- A traffic control timing pattern is a set of cycle length(s), splits and offsets for a section.
- A section is a portion of a traffic signal control system, which can be controlled by a single set of timing parameters.

An analysis shall consist of at least the following steps:

- Analyze and design isolated intersection timings for each intersection.
- Analyze and design coordinated intersection (system) timings with SYNCHRO with Existing Phasing.

The CONSULTANT is responsible for selecting all input values required for the analysis. The CONSULTANT must use their own computer for all analyses to be performed under this study (the software used must be approved by the Project Manager. Submit CD of all input/output timing development runs and data files (i.e., initial and final Transyt runs) along with any link/node diagrams. The COUNTY will approve the format of the timing charts.

All traffic count data required for the purpose of this study will either be provided by the COUNTY or will be obtained by the CONSULTANT under Task 1.00.

The CONSULTANT will obtain existing controller timings for before evaluations, where applicable. The CONSULTANT shall provide the Project Manager two copies of the documentation for each of the timing patterns in an acceptable format including a digital CD. The report shall contain, but not limited to the following information:

- Optimum controller and coordination timing that can be implemented on existing hardware.
- Master Clock Chart (Hardwire, TBC, UTCS, CLS)
- Platoon-Progression, link/node diagrams
- Data files on CD

- Arterial analysis and documentation.

After acceptance of the initial timings and patterns by Project Manager this task includes entering the intersection, system timings, developed by the CONSULTANT into the controller units, coordination units and master units by a holder of an IMSA - Level II Signal Certificate. The CONSULTANT shall notify the COUNTY prior to implementation and request their presence during the implementation.

Perform fine tuning of implemented timing(s) for each arterial based on field observation of the traffic operation during the morning and evening peak hours. The traffic engineer will observe the operation of the arterial for each timing pattern. Should an existing controller, coordination unit, or master unit become inoperative or additional hardware or cabinet modifications be required at an intersection the CONSULTANT will give verbal notification of the problem to the Project Manager within the same day. Document in the report the nature, extent and probable solution(s) to the problem(s) within one week.

The CONSULTANT shall provide the Project Manager three copies of the final documentation for each of the timing patterns in an acceptable format including a digital CD. One of the reports is to remain in each controller cabinet. The report shall contain, but not limited to the following information:

- Final Implemented Timings
- Day Plans
- Week Plan

At the completion of the study, submit to the Project Manager two (2) copies of a report (in an acceptable format) containing the following information:

- Study Summary
- Equipment Inventory
- Final Intersection and System Timings
- 24-hour, 7-day counts arrayed in an acceptable format.
- 8-hour turning movement count arrayed in an acceptable format.

Task Product:

- Final report that is signed; sealed and dated by a professional engineer.

- Task 3.04** **Traffic Signal System Display Graphics**
- Task 3.05** **Traffic Signal System Master Parameters and Graphics**
- Task 3.06** **Traffic Signal System Communications Plant Designs**
- Task 3.07** **Traffic Signal System – System Detector Designs**
- Task 3.08** **Emergency Vehicle or Railroad Preemption Timing Plans**
- Task 3.09** **Pedestrian Traffic Signals**
- Task 3.010** **Traffic Responsive System Plans**
- Task 3.011** **Traffic Actuated System Plans**
- TASK 4.00** **Roadway Safety Audits**

Road Safety Audits shall be performed to present objective determinations of the relative and comparative quality of the roadway features and what impacts certain features of the roadway may have on the characteristics of the traffic flow. As draft Audits are developed they shall be presented for review and discussion during a scheduled formal meeting with COUNTY representatives. A GIS based map shall be developed for managing, tracking and monitoring of the Audits and the resulting Findings.

The CONSULTANT shall perform the following tasks relative to Road Safety Audits:

Task 4.01 Develop Audit Team and Goals

Task 4.02 Field Survey of Roadway Conditions

Task 4.03 Review of Crash Records

Task 4.04 Analysis of Findings

Task 4.05 Conclusions and Recommendations

Task 4.06 Financial Impact of Recommendations

Task 4.07 Task 5.00 Traffic Impact Reports and Geometric Concepts and Miscellaneous

Transportation Planning

The CONSULTANT shall obtain and develop the traffic data needed to design the project from data available from the COUNTY (existing lane volume, most current Annual Average Daily Traffic (AADT), and proposed Zoning and Land Development Orders on file with the COUNTY and from the Lee County Metropolitan Planning Organization) augmented by a review of the Land Use and Zoning information along the Corridor within the traffic limits which data is known or developed during the performance of this Task and traffic information from ADA/DRI's filed along the Corridor, and supplemented by hourly machine counts over a 24-hour period and/or 8-hour manual counts at intersections as required. The CONSULTANT shall:

Task 5.01 Develop Project Traffic

K, D and T factors, line volumes, and turning movements for the following years:
Existing, post construction and 20 years after construction (Design Year)

Task 5.02 Establish Typical Sections

With consideration of Level of Service, type of area (rural vs. urban), density of development, and available right-of-way, develop the cross-section elements for roadway alternatives in accordance with design and safety criteria.

Task 5.03 Establish At-Grade Intersection Geometry

For all street intersections and driveways along the alignment.

Task 5.04 Miscellaneous Transportation Planning

This task will use the current adopted Lee County MPO travel model, which is currently FSUTMS, to develop or verify traffic flows or will involve the verification of zonal data for transportation planning purposes. All services performed under this TASK shall be by mutual agreement. The Consultant and County shall discuss and document methods and task products prior to work being performed under this TASK.

Task 5.05 Traffic Impact Statement Review

The Consultant shall provide technical review of Traffic Impact Statements submitted to the County, and assist Lee County in properly addressing impacts of development.

Task 5.06 Microscopic Analysis and Simulation

The Consultant shall provide certain traffic analysis with simulation, utilizing selected computerized microscopic traffic modeling programs.

Task 6.00 – Intelligent Transportation Systems (ITS) Architecture

The CONSULTANT shall perform some or all of the following tasks. These TASKS involve highly technical skills and broader skill ranges that may include specialists from other professions. The CONSULTANT shall demonstrate the ability to perform these Services by presenting to the COUNTY a tabulation of ITS project history, involvement, staff skills and experience and available resources. The COUNTY anticipates that there may be several CONSULTANTS involved in varying ITS initiatives from other agencies and/or departments.

Task 6.01 Review of FDOT District One ITS Architecture

This TASK involves a review of the statewide ITS architecture with modifications as necessary to reflect most current requirements and updates for: user services/market packages, equipment packages, terminators, information flows, service integration, and concept of operations.

Task 6.02 ITS Clearinghouse Services

Determine best means for all ITS project related development and performance information to be shared among stakeholders. Information can include local, state, and national projects of general interest in Lee County (e.g., variable pricing, arterial traffic management, etc.). Basically, this effort would provide related information on ITS to stakeholders in a timely manner to improve their awareness and level of participation. This activity could also include information sharing workshops, seminars, training sessions, and open forums.

Task 6.03 Identify Short-Range ITS Applications

Require stakeholders to identify ITS applications that will be appropriate to address needs over the next five years. Most likely, for an area just undergoing an examination of ITS feasibility, a number of comprehensive area-wide studies will first have to be conducted in order to identify specific short-range projects. These studies may include such efforts as:

- A) Lee County ITS Strategic Plan
- B) Lee County Regional Architecture and Implementation Plan (detailing the generic District 1 ITS Architecture for Lee County)
- C) Integrated Regional Communication Needs and Master Plan
- D) Integrated Regional Traffic Management Needs and Master Plan
- E) Integrated Regional Traveler Information System Needs and Master Plan
- F) Integrated Regional Incident Detection and Response Needs and Master Plan
- G) Master Plan for Regional ITS Data Archiving

- H) Feasibility for ITS Applications to Improve Regional Goods Movement
- I) Feasibility for ITS Applications to Improve Regional Inter-Modal Travel

Task 6.04 Identify Long-Range ITS Applications

For purposes of incorporation into the Long-Range Transportation Plan, ITS projects necessary in the 5-20 year timeframe must be defined.

Task 6.05 Develop ITS Project Ranking Process

Once projects are identified, a consistent method for evaluating and ranking from an overall County benefit perspective must then be developed and applied. This process should be conducted concurrently with the traditional TIP process.

Task 6.06 Develop ITS Performance Monitoring and Reporting Process

Accurate, understandable, and regular monitoring and reporting of ITS project performance must be done for both decision makers and the general public.

Task 6.07 Research and assist in development of ITS equipment and component package Standards

The County will request the Consultant provide guidance for the development of equipment hardware and software standards for ITS applications to ensure interoperability and compliance with National, State and Regional ITS standards.

Task 6.08 ITS Design and Design – Build

The Consultant shall furnish design services to prepare ITS plans suitable for bidding, quotations or issuance of request for proposals. ITS design items include, but are limited to, fiber optic cable layout, hubs, switches, routers, CCTV camera, Detection Devices, Traffic Adaptive systems and dynamic message signs. The plans format and method of procurement shall be determined by Lee County and will include a GIS layer that matches the county GIS system.

Task 7.00 Design Plans

Task 7.01 Traffic Signals and Systems

The CONSULTANT shall furnish design services and prepare a complete set of construction plans for the signalization of intersections identified by the COUNTY. Plans will be prepared in accordance with the Lee County Department of Transportation Design Specifications, and the Florida Department of Transportation Roadway and Traffic Design Standards and/or any other applicable standards or guidelines, and submitted for review as follows:

a) Basic Plans

The CONSULTANT shall submit to the COUNTY four (4) sets of prints of the preliminary plans for review. Plans will include:

- (1) Plan sheet showing poles, foundations, signal heads, controllers, loop locations, Fiber Optic Cable, Patch Panel, ITS Switch, detection devices, CCTV and appurtenances.
- (2) Geometric designs and/or configurations
- (3) Land Surveys
- (4) Drainage designs and features

- (5) ROW conflicts and all utilities
- (6) Copies of intersection design volumes, recommended signal phasing, timing, and capacity analysis.

b) Detail Plans

The consultant shall submit to the County two (2) sets of prints of the final signal plans for review plus an electronic version.

TASK 7.02 STREET LIGHTING PLANS

The CONSULTANT shall furnish design services and prepare a complete set of construction plans for street lighting of intersections and roadways identified by the COUNTY. Plans will be prepared in accordance with Lee County Standards and Specifications, the Florida Department of Transportation Roadway and Traffic Design Standards and criteria for Providing Illumination of Intersections and the American Association of State Highway and Transportation Officials "Guide to Roadway Lighting," and/or any other applicable standards or guidelines, and submitted for review as follows:

a) Basic Plans

The CONSULTANT shall submit to the COUNTY two (2) sets of prints of the preliminary plans for review plus an electronic version. Plans will include:

- (1) Geometric designs and/or configurations
- (2) ROW conflicts and all utilities
- (3) Land Surveys
- (4) Plan sheet showing poles, foundations, luminaries and appurtenances.
- (5) Copies of illumination intensity.

b) Detail Plans

The Consultant shall submit to the County four (4) sets of prints of the final street lighting plans for review.

TASK 7.03 SIGNING AND PAVEMENT MARKING PLANS

The CONSULTANT shall furnish design services and prepare construction plans for traffic signs and pavement markings for intersections and roadways identified by the COUNTY. Plans shall be prepared in accordance with the Florida Department of Transportation Roadway and Traffic Design Standards, and/or any other applicable standards or guidelines, and submitted for review as follows:

a) Basic Plans

The CONSULTANT shall submit to the COUNTY two (2) sets of prints of the preliminary plans for review plus an electronic version of prints of the preliminary plans for review.

- (1) Geometry of road segment and/or configuration
- (2) ROW conflicts and all utilities
- (3) Plans will show signs – sizes, sheeting type, legends, and MUTCD sign codes, post locations, and post type.
- (4) Plans will show markings and raised pavement markers – color and width and pattern.

b) Detail Plans

The Consultant shall submit to the County two (2) sets of prints of the final signs and markings plans plus an electronic version for review.

TASK 7.04 OTHER DEVICES AND TRAFFIC FACILITIES

The CONSULTANT shall furnish design services and prepare construction plans for other devices and traffic facilities for intersections and roadways identified by the COUNTY. Plans shall be prepared in accordance with the Florida Department of Transportation Roadway and Traffic Design Standards, and/or any other applicable standards or guidelines, and submitted for review as follows:

a) Basic Plans

The Consultant shall submit to the County four (4) sets of prints of the final signs and markings plans for review.

b) Detail Plans

The Consultant shall submit to the County four (4) sets of prints of the final signs and markings plans for review.

TASK 8.00 – SIGNAL AND CONSTRUCTION INSPECTIONS

Task 8.01 TRAFFIC SIGNAL INSPECTION

The CONSULTANT will perform technical inspection on traffic signalization work to determine if it is in compliance with COUNTY plans and specifications and the National Electrical Code.

Upon thirty-six (36) hours of verbal notification (followed by a faxed copy of a written work order), the CONSULTANT will perform the signal inspection. The COUNTY will provide the location of the inspection to be performed. After the inspection the normal period allowed for completion of the COUNTY'S inspection forms is four (4) working days. It is the CONSULTANT'S responsibility to arrange the date and time of the inspection with the contractor and the COUNTY'S representative.

This section specifies the different types of inspections that can be performed by the CONSULTANT and the responsibilities of the CONSULTANT and the COUNTY. A qualified individual, who holds current certificates from IMSA as a Level II – Traffic Signals, and as a Traffic Signal Inspection, shall perform the inspection.

Task 8.01.01 TURN-ON INSPECTION

A qualified Traffic Signal Inspector of the firm will perform a technical inspection on all traffic signalization work to determine if it is in compliance with COUNTY plans and specifications and the National Electrical Code. The inspection includes checking the controller sequences per signal operating plan, the correct timing, checking all sensor units and detector loops, and checking all traffic signal heads and the span wire and/or cantilever arm assembly. All items not in compliance with the MUTCD and/or COUNTY standards will be identified and a listing developed which shows the nonconformance items per location. The inspection results and nonconformance items will be recorded on standard inspection report forms furnished by the COUNTY. The inspector will advise the Project Manager as to the completeness and suitability of the installation.

If the signalized intersection is not ready for turn-on (i.e. no stop bars or missing equipment) the inspector will wait one (1) hour before canceling the turn-on inspection. If the work is not completed within the hour the inspector will advise the COUNTY why the turn-on inspection was canceled. The COUNTY may re-schedule the turn-on inspection.

Task Products:

- Traffic signal turned on and fully operational.
- Traffic Signal Inspection/Inventory Report
- Intersection Memorandum (Punchlist)

Task 8.01.02 FINAL INSPECTION

A qualified Traffic Signal Inspector of the firm will perform a final inspection to make sure that all nonconformance items that were identified during the Turn-on inspection have been corrected. The inspection report shall be recorded on standard forms furnished by the COUNTY.

If the contractor has not finished correcting the nonconforming items, the signal inspector will wait one (1) hour before canceling the final inspection. If the work is not completed within the hour the inspector will advise the COUNTY as to why the final inspection was canceled. The COUNTY may re-schedule the final inspection.

Task Products:

- Turn over signal to Maintaining Agency.
- Final Inspection Report.
- Intersection Memorandum (Punchlist).

Task 8.01.03 SIGNAL INSPECTION INVENTORY

The consultant will be responsible for inspecting one intersection and shall conduct a field inventory identifying age, condition, and model (where applicable) of all signal equipment. The condition of all loops, pull boxes, and saw cut runs is to be reported. In addition, all loops are to be tested at the controller for Series Resistance and Insulation Resistance and any “bad” loops are to be identified.

The controller cabinet is to be inventoried for the model, serial number, age, and capabilities of all controllers, coordinating units, masters, weekly program units, system interface units (e.g., RCU), modems, and interconnect media. As part of this task, record the type and location of any signal interconnect equipment and the operational plan(s) in effect. Coordination with the Maintaining Agency(s) is the responsibility of the CONSULTANT. In addition, the existing phasing as well as the local and system timings are to be recorded.

The following is a list that includes, but is not limited to, the expected signal equipment inventory:

- Signal displays (including height of signal displays)
- Cabling and Connections
- Electrical Power Service
- Poles
- Pedestrian Features

- Loops, video, or other traffic detection device
- Controller Cabinet

Task Products:

- Signal Inspection Report
- Existing Phasing and Signal Timings (Local and System)(Chart)

Task 8.01.04 LOOP, VIDEO OR OTHER TRAFFIC DETECTION DEVICE TURN-ON/FINAL INSPECTION

A qualified Traffic Signal inspector of the firm will perform a technical turn-on or final inspection on all traffic signalization work, directly related to the replacing or installation of loops, video or other traffic detection device of the intersection, to determine if it is in compliance with Department plans and specifications and the National Electrical Code. The inspection includes checking the correct timing and checking all sensor units and detector loops, video or other traffic device. All items not in compliance with the MUTCD and/or Department standards will be identified and a listing developed which shows the nonconformance items per location. The inspection results and nonconformance items will be recorded on standard inspection report forms furnished by the District Traffic Operations Engineer. The inspector will advise the Construction Resident Engineer and Department Project Engineer as to the completeness and suitability of the installation.

If the signalized intersection is not ready for the inspection (i.e. all of the loops have not been installed or missing equipment) the inspector will wait one (1) hour before canceling the turn-on inspection. If the work is not completed within the hour the inspector will advise the DEPARTMENT why the turn-on inspection was canceled. The DEPARTMENT may re-schedule the turn-on inspection.

Task Products:

- Traffic loops video or other traffic detection device are fully operational.
- Traffic Signal Inspection/Inventory Report
- Intersection Memorandum (Punchlist)

Task 8.01.05 ITS DEVICE AND COMMUNICATION TURN-ON/FINAL INSPECTION

A qualified Traffic Signal inspector of the firm will perform a technical turn-on or final inspection on all ITS traffic signalization work, directly related to the replacing or installation of Fiber Optic Cabling, Copper Cabling, Patch Panels, ITS Switches and any other device required for the intersection to communicate to the Lee County Traffic Operations Center to determine if it is in compliance with Department plans and specifications and the National Electrical Code. The inspection includes checking the correct ITS devices have been installed and are communicating, Fiber splicing is done according to plan, all fiber has been tested using an OTDR, bi-directionally. If this is a new installation, verification that all required work has been accomplished within LCDOT's monitoring software. All items not in compliance with the MUTCD and/or Department standards will be identified and a listing developed which shows the nonconformance items per location. The inspection results and nonconformance items will be recorded on standard inspection report forms furnished by the District Traffic Operations Engineer. The inspector will advise the Construction Resident Engineer and Department Project Engineer as to the completeness and suitability of the installation.

If the signalized intersection is not ready for the inspection the inspector will wait one (1) hour before canceling the turn-on inspection. If the work is not completed within the hour the inspector will advise the DEPARTMENT why the turn-on inspection was canceled. The DEPARTMENT may re-schedule the turn-on inspection.

Task Products:

- Fiber Optic Cable, Copper Cable, Patch Panel, ITS Switch and any other devices required to provide communication to the Traffic Operation Center are fully operational.
- Traffic Signal Inspection/Inventory Report
- Intersection Memorandum (Punchlist)

Task 8.02 CONSTRUCTION INSPECTION

During the construction phase, the CONSULTANT shall furnish professional services of Construction Contract Administration, Construction Engineering Services, Construction Contract Management Services and/or Inspection Services. The section shall describe those TASKS associated with this function.

Task 8.02.01 SITE VISITS

The CONSULTANT shall make visits to the site at agreed upon intervals, as appropriate to the various stages of construction. The CONSULTANT will observe as an experienced and qualified design professional the progress and quality of the executed work of CONTRACTOR(S) to determine if work is proceeding in substantial accordance with the contract documents. On the basis of such on-site observations as the COUNTY's consultant, the CONSULTANT shall keep the COUNTY informed of the progress of the work and shall endeavor and exercise due diligence to protect the COUNTY against observed defects or deficiencies in the work or delays of the CONTRACTOR.

The CONSULTANT shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the CONTRACTOR(S) or the safety precautions and programs incident to the work of the CONTRACTOR(S). The CONSULTANT shall not be responsible for the failure of the CONTRACTOR(S) to perform the work in accordance with the contract documents, but shall assist the County in determining potential hindrances to progress and safety by documenting observed problems and recommending methods to assist in safe and timely project completion.

Task 8.02.02 CHANGE ORDERS/INTERPRETATIONS

The CONSULTANT shall prepare Change Orders as required and as may be initiated or recommended by the COUNTY, the CONSULTANT or the CONTRACTOR(S). The CONSULTANT shall act as the COUNTY's CONSULTANT to require special inspection or testing of the work subject to the written approval of the COUNTY, act as initial interpreter of the requirements of the contract documents, and render evaluations of the acceptability of the work thereunder.

Task 8.02.03 SHOP DRAWINGS

Review, reject and/or approve shop drawings, which each CONTRACTOR is required to submit, but only for conformance with the design concept of the project and compliance with the contract documents. Also determine the acceptability, subject to County

approval, of substitute materials and equipment proposed by Contractors. All this work will be scheduled, transmitted and received by the COUNTY.

Task 8.02.04 CLARIFICATIONS

The CONSULTANT will respond to requests of the COUNTY for necessary clarifications and interpretations of the contract documents. The compensation for the work in this paragraph is not intended to be applied as a remedy to any plan or document deficiencies that may become evident during the construction phase.

Task 8.02.05 PAY REQUESTS

The CONSULTANT shall review payment requests submitted by the CONTRACTOR and determine the amount owed to the CONTRACTOR.

The CONSULTANT's recommendation for payment shall constitute a representation by the CONSULTANT to the COUNTY, based on the CONSULTANT's qualified design professional and on the CONSULTANT's review of the applications for payment and the accompanying data and schedules that the work has progressed to the point indicated; that that to the best of the CONSULTANT's knowledge, information and belief, the quality of the work is in accordance with the Contract Bid Documents and that the CONTRACTOR is entitled to the amount of payment recommended.

However, by recommending any such payments, the CONSULTANT shall not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or quantity of the work beyond the responsibilities specifically assigned to the CONSULTANT in the project's supplement to the master contract.

Task 8.02.06 FULL-TIME INSPECTIONS

The County may ask for full-time inspection services. In this task, the CONSULTANT shall, in addition to the services provided under Task 8.02.01, provide daily on-site inspection services to review the progress of the work.

Bound daily field inspections logs and reports in Lee County format shall be provided to the COUNTY on a monthly basis, noting observations on the character of the work, work progress, observed deficiencies, defects, delays and problems. The CONSULTANT shall provide a written report, submitted month, for work completed during the reporting period. The report shall recap the status of construction, whether ahead or behind the approved construction schedule, status of guarantees, warranties, review of material test results, need for contract modification, if necessary, and impact on project budget.

Alternatively, the CONSULTANT will provide qualified personnel of various abilities to work directly under the supervision of the COUNTY's Construction Administration staff. This will be determined on a project-by-project case. The credentials and experience of all such individuals must be reviewed and approved, and he/she may be personally interviewed.

Task 8.02.07 MATERIALS TESTING

The CONSULTANT shall work with the laboratory hired by the COUNTY for the performance of sampling and testing of component materials and completed work items in conformance with the Florida Department of Transportation Material Sampling, Testing and Reporting Guide in effect at the time the COUNTY approved this agreement,

to the extent that will confirm that the materials and workmanship incorporated into the project is in substantial conformity with the requirements of the plans, specifications and contract documents.

Task 8.02.08 FINAL INSPECTION/CERTIFICATIONS

Participate in a pre-final inspection for the purpose of determining if the project is substantially complete, and participate with the COUNTY in the preparation of a written "punch list" of all incomplete, defective or deficient items.

Participate in a final inspection together with County and Contractor representatives to assure that all "punch list" items are completed and the work is indeed completed in accordance with all contract documents. Upon completion of the final inspection, certify, in writing to the COUNTY, that the work in place is acceptable, subject to any conditions therein expressed.

After satisfactory completion of the project, the CONSULTANT shall prepare certification and/or notification of the completion of construction to the satisfaction of any permitting agency requiring such a submittal.

Task 8.02.09 RECORD DRAWINGS

Prepare record drawings delineating the dimensions, locations, elevations, etc. of all facilities as constructed. Provide the COUNTY with electronic record drawings clearly marked "as built." In preparing these drawings, the CONSULTANT will revise the original contract drawings utilizing information provided by the COUNTY from the contractor who will upgrade "as built" information periodically as the construction effort progresses, and as supplemented by appropriate observation or survey work by the CONSULTANT.

From documents and records supplied by the contractor, the CONSULTANT shall prepare and provide to the county signed and sealed record drawings as well as electronic version of same compatible with the county CADD system at the time of delivery. These record drawings shall not show any changes from the original plans, which do not exceed tolerances listed:

Elevation Greater than .0833 feet.
 Horizontal Stationing Greater than 1.0 feet.
 Distances Greater than 1.0 feet.
 Structure dimensions Greater than .0833 feet.
 Material Changes All.
 Product Changes All.

Based on record drawing information furnished by the CONTRACTOR, the CONSULTANT shall prepare certification letters to permit agencies.

TASK 9.00 – MINOR GEOMETRIC DESIGN

Task 9.01 CONSTRUCTION PLANS

The CONSULTANT shall furnish design services and prepare a complete set of construction plans for minor roadway construction projects identified by the COUNTY. Plans will be prepared in accordance with the Lee County Department of Transportation Design Specifications, the Florida Department of Transportation Manual of Uniform

Minimum Standards for Design, Construction and Maintenance of Streets and Highways, and other applicable standards or guidelines.

A) BASIC PLANS

The CONSULTANT should submit to the County four sets of prints of the preliminary plans for review. Plans will include:

- 1) Roadway Cross Sections
- 2) Geometric Design
- 3) Sign and Marking Plans
- 4) Drainage Plans
- 5) Utility conflicts
- 6) ROW

B) FINAL PLANS

The CONSULTANT should submit to the County four sets of prints of the final plans for review.

Task 9.02 SURVEYING

The CONSULTANT shall furnish land survey services of the site identified by the County. The survey map shall identify:

- 1) Rights-of-way
- 2) Roadway features, curb & cutter, sidewalks, pavement
- 3) Utilities and other appurtenances
- 4) Elevations

Task10.00 – MISCELLANEOUS SERVICES

The COUNTY may require professional traffic engineering or inspection services not specifically called out in the preceding tasks. Such services may be included in this contract as requested by the COUNTY in accordance with the Guidelines included in any Supplemental Task Authorization .

Major Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

- d. **Errors and Omissions** - Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

\$1,000,000 combined single limit (CSL) of BI and PD

*The required minimum limit of liability shown in a; b; c; may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - a. **The certificate holder shall read as follows:**

**Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902**
 - b. ***“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials” will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.***
 - c. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

AFFIDAVIT CERTIFICATION

IMMIGRATION LAWS

SOLICITATION NO.: _____ PROJECT NAME: _____

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____ 20____, by _____ who has produced (Print or Type Name) _____ as identification. (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

IMPORTANT: Please check off each of the following items as the necessary action is completed:

- _____ 1. The Solicitation has been signed and with corporate seal (if applicable).
- _____ 2. The Solicitation prices offered have been reviewed (if applicable).
- _____ 3. The price extensions and totals have been checked (if applicable).
- _____ 4. Substantial and final completion days inserted (if applicable).
- _____ 5. The original (must be manually signed) and 1 hard copy original and others as specified of the Solicitation has been submitted.
- _____ 6. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- _____ 7. All modifications have been acknowledged in the space provided.
- _____ 8. All addendums issued, if any, have been acknowledged in the space provided.
- _____ 9. Licenses (if applicable) have been inserted.
- _____ 10. Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
- _____ 11. Contractor's Qualification Questionnaire and Lee County Contractor History (if applicable).
- _____ 12. DBE Participation form completed and/or signed or good faith documentation.
- _____ 13. Bid Bond and/or certified Check, (if required) have been submitted with the Solicitation in amounts indicated.
- _____ 14. Any Delivery information required is included.
- _____ 15. Affidavit Certification Immigration Signed and Notarized
- _____ 16. Local Bidder Preference Affidavit (if applicable)
- _____ 17. The mailing envelope has been addressed to:
ADDRESS
 Lee County Procurement Mgmt.
 1825 Hendry St 3rd Floor
 Ft. Myers, FL 33901
- _____ 18. The mailing envelope **MUST** be sealed and marked with:
 Solicitation Number
 Opening Date and/or Receiving Date
- _____ 19. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)

****This form is not required to be returned with your solicitation, but used as a tool when responding to the solicitation.**