

Chapter 2

Information Systems Development Methodology

for the

Environmental Screening Tool

Chapter 2 Project Proposal Stage

Project Proposal Memorandum (6/30/2005)

Schedule for Needs Assessment and Planning Stages (6/30/2005)

Service Agreement (6/30/2005)

Environmental Screening Tool Project Proposal Stage

**Project Proposal Memorandum
Schedule for Needs Assessment and Planning
Service Agreement**

Project Proposal Memorandum

Chapter 2 Project Proposal Stage

2.1 Project Proposal Memorandum

The letter signed by Larry Barfield dated December 5, 1999 initiated the Needs Assessment and Planning for the Environmental Screening Tool (EST) application. The letter and the attachment referred to in the letter (Contract B-C491) serve as the Project Proposal Memorandum. A copy of the letter is provided in **Figure 2-1**. A copy of Contract B-C491 is provided in **Section 2.3**.

Figure 2-1 Notice to Proceed Letter

**Florida Department of Transportation**JEB BUSH
GOVERNOR605 Suwannee Street
Tallahassee, Florida 32399-0450THOMAS F. BARRY, JR.
SECRETARY

December 5, 1999

Mr. Thomas H. Turton, Vice President
URS Greiner Woodward Clyde
7650 West Courtney Campbell Causeway
Tampa, Florida 33607-1462

Subject: Development of Florida's Environmental Streamlining Process
Contract No. B-C491
FIN Project 19025813202

Dear Tom:

Attached is an original executed contract for implementing the above subject process. This letter also serves as a notice to proceed, as of this date, with work outlined in your contract.

I look forward to working with you as project manager on this contract. Should you have any questions, please feel free to contact me at (904) 922-7204 in the Central Environmental Management Office.

Sincerely,

Larry D. Barfield
Project Manager

LDB/lb

attachment

cc: Comptroller's Office
Contractual Services Office

Schedule for Needs Assessment and Planning

2.2 Initial Schedule for Needs Assessment and Planning

In conjunction with the development of the new ETDM Process, the Environmental Screening Tool (EST) was developed iteratively using an evolving prototype methodology. This strategy allowed the technology to adapt to refinements in the ETDM Process as the process was defined. **Table 2-1** provides the initial schedule for the Needs Assessment and Planning stages of the EST.

Table 2-1 Initial Schedule for Needs Assessment and Planning

| Time Line | Action |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| January 2000 – December 2001 | <ul style="list-style-type: none"> Participate in Agency meetings to determine technology requirements as process is defined |
| September 2000 | <ul style="list-style-type: none"> Interagency Technology Work Group develops strategy for technology |
| January 2001 | <ul style="list-style-type: none"> Demonstrate Initial Prototype of GIS application to Agency Working Group |
| July 2001 | <ul style="list-style-type: none"> Implementation Plan and general requirements document complete |
| Fall 2001 | <ul style="list-style-type: none"> Conduct Interagency GIS Workshops to refine data requirements Demonstrate refined prototype at FDOT Environmental Management conference |
| January 2002 – May 2002 | <ul style="list-style-type: none"> Continue meeting with focus groups, task work groups and steering committee to refine prototype as general operating procedures are developed for the ETDM Process |
| June 2002 | <ul style="list-style-type: none"> Conduct Mock Environmental Technical Advisory Team (ETAT) meeting to test EST and ETDM Process |
| July 2002 – February 2003 | <ul style="list-style-type: none"> Revise prototype based on additional feedback on process as specific operating procedures are developed |
| March 2003 | <ul style="list-style-type: none"> Begin Staged Implementation of ETDM Process EST will be released, but additional requirements and enhancements are anticipated as the ETDM Process is used for the first time |

Service Agreement

2.3 Service Agreement

The Service Agreement for initial development of the EST was the contract for development of the ETDM Process (Contract No. B-C491). The effective date for Contract B-C491, between the State of Florida Department of Transportation and URS Greiner Woodward Clyde (now URS Corporation Southern), was December 2, 1999. A copy of Contract B-C491 follows this page.

CONTRACTUAL SERVICES STANDARD AGREEMENT

Contract No.: B-C491
 Financial Project I.D. _____
 F.E.I.D. No.: 59-2087595
 Procurement No.: _____
 D.M.S. Catalog Class No.: _____

BY THIS AGREEMENT, made and entered into this 2nd day of December, 1999, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and URS Greiner Woodward Clyde of 7650 West Courtney Campbell Causeway, Tampa, Florida 33607-1462 duly authorized to conduct business in the State of Florida, hereinafter called "Contractor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

- A. In connection with Development of Florida's Environmental Streamlining Process
(RFP-DOT-99/00-9005) the Department does hereby retain the Contractor to furnish certain services, information and items as described in Exhibit "A," attached hereto and made a part hereof.
- B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Supplemental Agreement covering such work and compensation. Reference herein to this Agreement shall be considered to include any Supplemental Agreement.
- C. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be considered works made for hire and shall become the property of the Department upon completion or termination without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), ~~the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes.~~ The Contractor shall not copyright any material and products or patent any invention developed under this agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Contractor at any time.
- D. All final plans, documents, reports, studies and other data prepared by the Contractor shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.
- E. The Contractor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Contractor and of the details thereof. Coordination shall be maintained by the Contractor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to the Agreement may request and be granted a conference.
- F. All services shall be performed by the Contractor to the satisfaction of the Director who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and Supplemental Agreement(s) of such a nature as required shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the Department's

State Highway Engineer

2. TERM

Initial Term. This Contract shall begin on date of execution and shall remain in full force and effect through completion of all services required or November 30, 2001, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Contractor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate)

- Services shall commence _____ and shall be completed by _____ or date of termination whichever occurs first.
- Services shall commence upon written notice from the Department's Contract Manager and shall be completed by within twenty-four (24) months or date of termination, whichever occurs first.
- Other: See Exhibit "A"

B. RENEWALS (Select appropriate box):

- This Contract may not be renewed.
- This Contract may be renewed on a yearly basis for a period of up to two years after the initial contract or for a period no longer than the term of the original contract, whichever period is longer. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Any renewal or extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.

C. EXTENSIONS. In the event that circumstances arise which make performance by the Contractor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There shall be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Contractor.

It shall be the responsibility of the Contractor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Contractor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

3. COMPENSATION AND PAYMENT

- A. The Department agrees to pay the Contractor for the herein described services at a compensation as detailed in this agreement.
- B. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the State Comptroller under section 215.422(14), Florida Statutes.
- C. If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- D. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- E. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statute and Chapter 3 - Travel, Department's Disbursement Operations Manual, 350-030-400.
- F. Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

- G. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar shall not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- H. A vendor ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Contractor's general accounting records and the project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND SURETYSHIP

- A. ~~INDEMNITY. Contractor agrees that it shall indemnify, defend, and hold harmless, the Department and all of~~ Department's officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any acts, actions, neglect or omission by Contractor, its agents, employees, or subcontractors during the performance of the contract, whether direct or indirect, and whether to any person or property to which Department or said parties may be subject, except that neither Contractor nor any of its subcontractors shall be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of Department or any of its officers, agents, or employees.

Contractor's obligation to indemnify, defend, and pay for the defense or at the Department's option, to participate and associate with the Department in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Department's notice of claim for indemnification to Contractor. Contractor's inability to evaluate liability or its evaluation of liability shall not excuse Contractor's duty to defend and indemnify within seven days after such notice by the Department is given by registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Department solely negligent shall excuse performance of this provision by Contractor. Contractor shall pay all costs and fees related to this obligation and its enforcement by the Department. Department's failure to notify Contractor of a claim shall not release Contractor of the above duty to defend.

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

B. LIABILITY INSURANCE. (Select and complete as appropriate):

- No general liability insurance required.
- The Contractor shall carry and keep in force during the term of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$ _____ per person and \$ _____ each occurrence, and property damage insurance of at least \$ _____ each occurrence to be rendered in accordance with this Agreement.
- The Contractor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of \$ _____.

C. WORKER'S COMPENSATION. The Contractor shall also carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

D. PERFORMANCE AND PAYMENT BOND. (Select as appropriate):

- No Bond required.
- Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Contractor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Governor and his successors in office and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment and supplies therefor.

E. CERTIFICATION. With respect to any insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. Contractor shall provide to the Department certificates showing the required coverage to be in effect and showing the Department to be an additional certificate holder. Such policies shall provide that the insurance is not cancelable except upon thirty (30) days prior written notice to the Department.

5. COMPLIANCE WITH LAWS

- A. The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement. Failure by the Contractor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
- B. The Contractor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing its consent in writing. The Contractor also agrees that it shall not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information is the property of the Department.
- C. The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

- D. If the Contractor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to chapter 455 and the state licensing law applicable to that licensee. The complaint shall be confidential.
 - (3) Any confidential information submitted to the Department of Business and Professional Regulation shall remain confidential pursuant to chapter 455 and applicable state law.
- E. Contractor covenants and agrees that it and its employees shall be bound by the standards of conduct provided in applicable Florida Statutes and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. Contractor further covenants and agrees that when a former state employee is employed by the Contractor, the Contractor shall require that strict adherence by the former state employee to Florida Statutes 112.313 and 112.3185 is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F. PUBLIC ENTITY CRIME INFORMATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
-
- G. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

6. TERMINATION AND DEFAULT

- A. This Contract may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department also reserves the right to seek termination or cancellation of this Agreement in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy. The Department further reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors. This Contract may be canceled by the Contractor only by mutual consent of both parties.
- B. If the Department determines that the performance of the Contractor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Contractor, the Department shall notify the Contractor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

- D. If the Agreement is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Contractor.

7. ASSIGNMENT AND SUBCONTRACTS

- A. The Contractor shall maintain an adequate and competent staff so as to enable Contractor to timely perform under this Agreement and must be authorized to do business within the State of Florida and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Contractor, however, shall not sublet, assign or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid and/ or Agreement without the written consent of the Department.

- B. Select the appropriate box:

- The following provision is not applicable to this Agreement:
 The following provision is hereby incorporated in and made a part of this Agreement:

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

The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE of Florida
(Attn: Bid Administrator)
2720 Blair Stone Road, Suite G
Tallahassee, Florida 32301
Telephone: (850) 487-3774

- This Contract involves the expenditure of Federal funds and hence, Section 946.515, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Agreement.

8. MISCELLANEOUS

- A. The Contractor and the Department agree that the Contractor, its employees, and subcontractors are not agents of the Department as a result of this Agreement for purposes other than those set out in section 337.274, Florida Statutes.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, Contractor hereby waives any and all privileges and rights it may have under Chapter 47 and section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in any county chosen by the Department and in the event that any such legal action is filed by Contractor, Contractor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.

G. Attachments/Other Provisions:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Method of Compensation
- Exhibit "C" - Contractor's Price Proposal
- Exhibit "D" - MBE/DBE Subcontractor Utilization

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

URS Greiner Woodward Clyde
Name of Contractor

BY: *Thomas H. Tinton*
Authorized Signature

Thomas H. Tinton
(Print/Type)

Title: Vice President

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: *Freddie Simmons*

Freddie Simmons
(Print/Type)

Title: for State Highway Engineer

FOR DEPARTMENT USE ONLY

APPROVED: *Pat Ruser*
Contractual Services

LEGAL REVIEW: *[Signature]* 11-16-99

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "A"
SCOPE OF SERVICES

SECTION I. BACKGROUND

The passage of the Transportation Equity Act for the 21st Century (TEA-21) by Congress included Section 1309: Environmental Streamlining. The key elements of Section 1309 involve establishing coordinated environmental review and permitting processes working with other Federal, State, and local agencies; developing concurrent rather than sequential reviews to save time; establishing a dispute resolution process between U.S. DOT, State DOTs and other participating agencies; and determining the possibility to reimburse other Federal agencies for expenses associated with meeting expedited time frames for the environmental process of transportation projects.

The DEPARTMENT is involved with other activities which should be incorporated in the Environmental Streamlining process. These activities include the Local Operating Agreement with Federal agencies entitled "Merging the Section 404 and NEPA Process in Florida"; "Guidelines to Address Secondary and Cumulative Impacts in the Planning and Project Development Process" initiated by the Office of the Governor; "Report of the Working Group on Community Impact Assessment, Public Involvement and Environmental Justice" prepared by the DEPARTMENT; and a Final Report for Planning/Environmental Management (PLEMO).

SECTION II. STUDY OBJECTIVES

The DEPARTMENT seeks to obtain a consultant to perform a broad range of services, on an as needed basis, to assist in the development of a process for Environmental Streamlining involving transportation projects under the NEPA process. The streamlining process is to employ concurrent reviews to address concerns relating to delays resulting from sequential reviews and permit approvals in implementing projects, unnecessary duplication of effort, and added costs for reviewing and approving transportation projects in Florida.

SECTION III. SERVICES TO BE PERFORMED

The CONSULTANT will provide any of the following services contained herein, if and when required by the DEPARTMENT:

1. Provide technical assistance to the Central Environmental Management Office and Districts, where needed, by providing manpower and expertise to satisfy Section 1309 of TEA-21 involving the development of a coordinated concurrent environmental review process and identifying opportunities for better integration of environmental considerations with agencies earlier in the planning process for transportation projects in Florida.
2. Assist in the development of one or more Memorandum of Agreement involving other Federal, State, regional, and local agencies and organizations to include the following specific and prompt time frames for applicable agency actions such as document review, decision points, comment deadlines; procedures for communication, coordination, and documentation; procedures for conflict

resolution; levels of detail and analysis procedures in environmental documents; and agreements for specific types of projects and environmental documentation.

3. Provide assistance based on experience in facilitation of meetings to develop cooperation and partnerships with Federal and State agencies in the Environmental Streamlining process.
4. Provide training for DEPARTMENT and other agency and organization personnel of the Environmental Streamlining process.
5. Assist in developing "model reimbursement agreements" with resource agencies where needed in meeting expedited time frames for the environmental process of transportation projects.
6. Other related services and tasks as assigned.

SECTION IV. PROJECT DOCUMENT REVIEWS AND QUALITY CONTROL

All documents and materials prepared by the CONSULTANT will be reviewed by the DEPARTMENT. The CONSULTANT is responsible for providing all items requested in a professional manner. Accordingly, it is expected that all submittals shall be complete, accurate and neat. To this end, the CONSULTANT shall review the documents following a Quality Control Plan that shall be provided to the DEPARTMENT by the CONSULTANT at the Notice to Proceed Meeting. This plan must be approved by the DEPARTMENT, and include within it, as minimum, the following:

All documents shall receive a thorough CONSULTANT'S independent peer review prior to any submittal to the DEPARTMENT'S Project Manager. Documents shall be reviewed for adherence to established FDOT criteria and completeness at each phase of overall quality and accuracy.

SECTION V. MEETINGS

The CONSULTANT shall attend a meeting scheduled by the DEPARTMENT to receive the official Notice to Proceed. The purpose of this introductory meeting is three-fold:

1. The DEPARTMENT will render all relevant information in its possession.
2. The DEPARTMENT will establish any ground rules upon which the Environmental Streamlining process will be implemented.
3. The DEPARTMENT will explain the financial administration to the contract.

The CONSULTANT will also attend, participate and support, as needed, in any meetings, at the discretion of the DEPARTMENT, necessary to coordinate with other agencies in regards to the Environmental Streamlining process for the State of Florida.

SECTION VI. PROGRAM ASSIGNMENTS

The CONSULTANT will perform work associated with the services outlined in Section III. Program services shall be assigned on an "on call" basis.

For each program service request, the CONSULTANT will be required to respond with a written proposal of the service to be performed, the tasks to be conducted to accomplish the service, a schedule with project starting and ending dates and a manpower and cost estimate. The cost estimate must show personnel, job classification, areas of specialty, percent of time devoted to each task and the estimated cost of the project. The CONSULTANT will provide a written proposal within ten (10) working days of receiving a work request from the Project Manager of the DEPARTMENT. Once the DEPARTMENT and the CONSULTANT agree as to services to be performed, and document same in a written proposal along with the associated costs, the DEPARTMENT Project Manager shall furnish the CONSULTANT a Task Work Order. Unless the work is required in response to an emergency declaration by the DEPARTMENT, no work shall be performed by the CONSULTANT until receipt of a Task Work Order.

Copies of all correspondence and memos regarding public and agency contacts will be provided to the DEPARTMENT. The CONSULTANT will maintain frequent telephone contact with the DEPARTMENT Project Manager. The CONSULTANT will have at least one person located in the Tallahassee area from 8:00am to 5:00pm Monday through Friday to be available for administrative support to the DEPARTMENT Project Manager.

SECTION VII. STUDY REQUIREMENTS AND PROVISIONS FOR WORK

a. Project Schedule

Within ten (10) days after each Task Work Order, the CONSULTANT shall provide a schedule of completions or deliverables accompanied by an anticipated payout curve. The length of time for completion of all services for this contract is twenty-four (24) months from the execution of this Agreement.

b. Key Personnel

The CONSULTANT'S work shall be performed and directed by the key personnel identified in the written proposal by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by the DEPARTMENT. CONSULTANT personnel shall have knowledge and experience in the DEPARTMENT'S Planning and PD&E (NEPA) processes. CONSULTANT

personnel shall also have experience in training and meeting facilitation involving intergovernmental coordination.

c. Subcontracts

Due to the nature and scope of the required services, it may be desirable for the CONSULTANT to subcontract portions of the work. The CONSULTANT shall be authorized to subcontract certain services, as agreed to by the DEPARTMENT, subject to the provisions of this document. The subcontracting firm must be approved in writing by the DEPARTMENT prior to initiation of any work on the Environmental Streamlining process.

d. Progress Reporting

The CONSULTANT shall provide on a monthly basis written progress reports which describe the work performed. These written progress reports shall be sent, via U.S. Mail, to the Project Manager for the DEPARTMENT. Judgment on whether work of sufficient quality and quantity has been accomplished will be made by the Project Manager by comparing the reported percent complete against actual work accomplished. These monthly progress reports are required to document progress from the previous month, problems encountered and their solutions, adherence to schedules, percentage of completion and planned activities for the next month and shall be filed regardless of the filing of an invoice.

EXHIBIT "B"

METHOD OF COMPENSATION

EXHIBIT "B"
METHOD OF COMPENSATION

1.0 PURPOSE:

This Exhibit defines the limits and method of compensation to be made to the Contractor for services set forth in Exhibit "A" and the method by which payments shall be made.

2.0 ASSIGNMENT OF WORK:

The Department shall request Contractor services on an as-needed basis. Services to be provided on each project will be initiated and completed as directed by the Project Manager. A Task Work Order (TWO) will be issued for each project scheduled.

3.0 COMPENSATION:

The Budgetary Ceiling is \$ 200,000.00 .

This is a Term Contract for an Indefinite Quantity whereby the Contractor agrees to furnish services during a prescribed period of time. The specific period of time completes such a contract. The Department, based upon need and availability of budget, may increase or decrease the Budgetary Ceiling by Amendment.

4.0 ESTABLISHMENT OF TASK WORK ORDER (TWO) AMOUNT:

For each TWO, the Contractor, following the Scope of Services as set forth in Exhibit "A", shall prepare an estimate of work and price based upon the rates established in Exhibit "C", attached hereto and made a part hereof, and allowable expenses. **Once an acceptable Lump Sum Amount has been agreed upon by the Contractor and the Department's Project Manager, a TWO shall be issued by the Project Manager.** All work authorizations shall be completed within the term of this Agreement.

5.0 PROGRESS PAYMENTS:

The Contractor shall submit monthly invoices (3 copies) in a format acceptable to the Department. For the satisfactory completion of the services detailed in each TWO, the Contractor shall be paid a Lump Sum Amount. Payment may be made to the Contractor for a portion of the Lump Sum Amount of each TWO, equal to the percentage of work completed on each authorization, as approved by the Department.

6.0 DETAILS OF HOURLY RATES:

Details of the Hourly Rates for estimating the Lump Sum Amount for the Contractor's services as set forth in Exhibit "A" are shown in Exhibit "C", Contractor's Price Proposal.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**MINORITY OR DISADVANTAGED BUSINESS
 ENTERPRISES PAYMENT CERTIFICATIONS**

INTERIM OR FINAL

RE: Contract No. _____ Supplemental No. _____
 WPI/State Project No.(s) _____
 Description Environmental Streamlining Process (RFP-DOT-99/00-9005)
 Prime Consultant _____

Two copies of this form will be submitted with monthly billing. The Prime Consultant's failure to achieve the proposed participation by the certified MBE/DBE subconsultant without acceptable justification may be considered a breach of contract.

Total Fee for Agreement \$ _____
 MBE/DBE Commitment \$ _____ or _____ %
 Amount Billed to Date \$ _____ (_____ % of Total Fee)
 Amount Billed to Date for MBE/DBE Services \$ _____ (_____ % of Commitment)
 Amount Paid to MBE/DBE Subconsultants to date \$ _____ (_____ % of Commitment)

- No payments made this invoice period (if this item is selected, no further information other than signature of Consultant need be entered and page 2 not required.)
- The following MBE/DBE Subconsultants received payments as of the respective date indicated for services or commodities provided to the above named prime consultant.

PRIME CONSULTANT CERTIFICATION

| Name of MBE/DBE Subconsultant | Amount of Payment | As of (Date) | Services Provided Between the Dates of: | Brief Description of Services or commodities Provided |
|-------------------------------|-------------------|--------------|-----------------------------------------|-------------------------------------------------------|
| _____ | \$ _____ | _____ | _____ to _____ | _____ |
| _____ | \$ _____ | _____ | _____ to _____ | _____ |
| _____ | \$ _____ | _____ | _____ to _____ | _____ |
| _____ | \$ _____ | _____ | _____ to _____ | _____ |
| _____ | \$ _____ | _____ | _____ to _____ | _____ |

(include a subconsultant certification for each subconsultant paid)

Signed by Official of Prime Consultant _____
 Date _____ Title _____
 Signed by Official of Subconsultant _____
 (if third tier MBE/DBE used)
 Date _____ Title _____

DEPARTMENT'S CERTIFICATION

select as appropriate

I certify that I have reviewed progress reports and the subconsultant documents, and to the best of my knowledge:

- the Consultant has achieved the MBE/DBE commitment established for this contract.
- the Prime Consultant is on schedule to achieve the MBE/DBE commitment established for this contract.
- the schedule is not being met and the appropriate compliance office has been notified.

Signature _____ Date _____
 Title _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**MINORITY OR DISADVANTAGED BUSINESS
ENTERPRISES PAYMENT CERTIFICATIONS**

FORM 375-030-2E
CONTRACTUAL SERVICES
OGC - 06/97
Page 2 of 2

INTERIM OR FINAL

RE: Contract No. _____ Supplemental No. _____
WPI/State Project No.(s) _____
Description Environmental Streamlining Process (RFP-DOT-99/00-9005)
MBE/DBE Certification Number _____

Two copies of this form will be submitted to the Prime Consultant upon receipt of monthly payment. A DBE's failure to provide this form to the Prime Consultant upon receipt of payment may be grounds for suspension of DBE certification.

SUBCONSULTANT CERTIFICATION

This is to certify that _____
Name of MBE/DBE Subconsultant/Vendor
received payment of _____ dollars for services or commodities provided as of
_____ to _____ between the dates of
Date Name of Prime Consultant/Subconsultant (if third tier MBE/DBE used)
_____ and _____ for the above contract. These services consisted of the following:

Brief, general description of services or commodities provided

If final is checked above, this further certifies that no more than 49% of the total fees received were subcontracted to others.

.....
.....
SUMMARY

Total This Payment = \$ _____
Total Previously Paid = \$ _____
Total Paid to Date = \$ _____

.....
.....
Signed by Official of MBE/DBE Subconsultant or Vendor _____
Date _____ Title _____

EXHIBIT "C"

CONTRACTOR'S PRICE PROPOSAL

EXHIBIT "C"

PRICE PROPOSAL FORM

**DEVELOPMENT OF FLORIDA'S ENVIRONMENTAL
STREAMLINING PROCESS**

| <u>Personnel Classifications</u> | <u>Hourly Rate*</u> |
|---------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <u>Project Manager</u> | <u>\$125.00</u> |
| <u>Planner</u> | <u>79.00</u> |
| <u>Engineer/Environmental Specialist</u> | <u>62.00</u> |
| <u>Meeting Facilitator/Trainer</u> | <u>115.00</u> |
| <u>Technical</u> | <u>59.00</u> |
| <u>Clerical</u> | <u>61.00</u> |
| Clerical support of contract management (invoice preparation, filing, etc.) by Mr. Tom Turton's assistant, billed at \$41.00 | |

* **The Hourly Rate shall include the costs of salaries, overhead, fringe benefits and operating margin.**

This Hourly Rate shall be used for the original contract period and for any renewals.

EXHIBIT "D"

MBE/DBE SUBCONTRACTOR UTILIZATION

EXHIBIT " D "

MBE/DBE SUBCONTRACTOR UTILIZATION

The Contractor certified in their proposal/bid to subcontract at least 20 % of the total Agreement amount;

Minority Business Enterprise(s), certified by the Minority Business Advocacy and Assistance Office (MBAAO), Department of Labor and Employment Security. Phone (850) 487-0915

OR

Disadvantaged Business Enterprise(s), certified by the Minority Programs Office, Department of Transportation. Phone (850) 921-7370

The Contractor shall submit to the Department's Project Manager a proposed MBE/DBE utilization/payment schedule for approval by the Project Manager. This will be submitted with or prior to the submission of the first invoice.

The Contractor will submit completed Form 375-030-02E, Minority or Disadvantaged Business Enterprises Payment Certifications, attached hereto and made a part hereof, with each invoice submitted to the Department for payment. Page 1 of 2 is completed and submitted by the Contractor with each invoice, even if no payment has been made to the MBE/DBE subcontractor. Page 2 of 2 is completed by the MBE/DBE subcontractor and submitted to the Contractor only when a payment has been received by the MBE/DBE. The Contractor will submit this documentation with the next invoice.

The Contractor's failure to achieve the proposed participation by certified MBE/DBE subcontractor(s) without acceptable good faith efforts/justification will be considered a breach of contract and will be subject to TERMINATION and placing of Contractor in DEFAULT.

TASK WORK ORDER 1
SCOPE OF SERVICES: GENERAL SERVICES TASK

Department Environmental Project Manager: Larry Barfield
FIN Project: 19025813202
Project Description: Development of Florida's
Environmental Streamlining
Process

SERVICES TO BE PROVIDED

The state of Florida Department of Transportation Central Environmental Management Office (EMO) has selected URS Greiner Woodward Clyde (URSGWC) to provide certain consulting services related to streamlining the transportation planning process in Florida without compromising protection of the environment. This work is being performed in response to initiatives set forth in Section 1309 of the Transportation Equity Act for the 21st Century (TEA-21). The act challenges FHWA and state agencies to implement an improved, more efficient transportation planning process.

Work to be performed under this contract will be authorized by Task Work Orders (TWOs), which will consist of an agreed scope of work, schedule and lump sum cost for services. Inasmuch as some work will be required that may be indefinite in scope or extent of services required, the EMO has requested one TWO to be issued with a lump sum budget for general services. Work to be performed under this TWO will be agreed in advance with the EMO Project Manager, and invoices for services will be based on percentage completion of the scope or work and authorized budget. Tasks anticipated under this TWO may include the following:

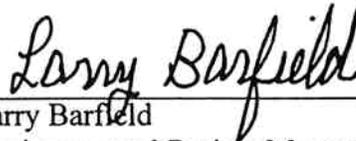
- ◆ A strategy meeting with the Streamlining Team and the Department Project Manager
- ◆ Preparation for and attendance at the Summit Meeting on Environmental Streamlining
- ◆ Preparation for and attendance at any workshop meetings
- ◆ Communication with the Department's Project Manager including contract administration
- ◆ Preparation of graphic support materials
- ◆ Development of draft letters, white papers, executive summaries, etc., for use in meetings and communication with agencies
- ◆ Documentation of meeting outcomes
- ◆ Documentation of communications within the team and with agencies

SCHEDULE AND COMPENSATION

The schedule for this Task Work Order will begin December 6, 1999 through June 30, 2000. The total cost for this Lump Sum Task Work Order is \$100,000. Fees for the assigned tasks will be at the rates prescribed in the Contract, and travel costs will be invoiced in accordance with FDOT travel allowable cost policy. Invoices will be submitted on a monthly basis and will be supported by monthly progress reports.



Thomas H. Turton, P.E.
Project Manager
URSGWC Streamlining Team



Larry Barfield
Environmental Project Manager
Florida Department of Transportation