

EXHIBIT “A”
SCOPE OF SERVICES
Motor Carrier Size and Weight (MCSAW) Consultant

PURPOSE

The Florida Department of Transportation (FDOT) requires professional services of a Consultant to provide a wide range of engineering and planning services to include technical, management and supportive tasks to support the Department’s Motor Carrier Size and Weight (MCSAW) Program. The Consultant will provide a wide variety of services that include: planning, standards development, project management, technical support, telecommunications, outreach and training relating to the MCSAW Program.

A principal task of the Consultant will be to assist the Department’s Statewide Scale Operations Manager in support of the MCSAW Program and deployments statewide. The Consultant may be called upon to prepare design/bid documents for the various procurement methods to facilitate facility upgrades and deployment of technology supporting the Department’s MCSAW Program.

The Consultant shall provide qualified technical and professional personnel to perform to Department standards and procedures, the duties and responsibilities assigned under the terms of this agreement. The Consultant shall minimize to the maximum extent possible the Department’s need to apply its own resources to assignments authorized by the Department.

The Consultant will be primarily tasked with providing support regarding the Department’s MCSAW Program. However, other Consultant services may also be needed to interface other state and federal systems to coordinate efforts to ensure the maximum benefit to the commercial vehicle community and the traveling public.

LOCATION

The Consultant is not required to have or open any offices in the Tallahassee area. However, specific key staff (i.e. Project Manager, engineer and higher classifications) will typically need to be in Tallahassee for certain short periods of time (typically 1 to 4 days on separate occasions) as defined in individual Task Work Orders (TWOs). There may be one or more occasions when the Consultant staff will be needed in Tallahassee for longer periods of time.

GENERAL

Services to be provided by the Consultant will be initiated and completed as directed by the FDOT Project Manager (hereinafter referred to as the Manager) for each Task Work Order authorized under this Agreement. The Manager shall furnish the Consultant with a Task Work Order outlining the services to be performed, and the estimated fees to be paid for services authorized pursuant to the Scope of Services document attached to the

Task Work Order. No payment for work performed shall be made to the Consultant, unless a Task Work Order has been executed by both the Department and the Consultant.

SERVICES

The following types of work elements may be assigned under the terms of this Agreement:

A. Support

For work authorized under this agreement, the Consultant will develop, implement and maintain a project document control and filing system which will govern the distribution and file copies of all project-related correspondence, reports, plans, technical data, etc. This filing system will be subject to Department approval. Project files will be transferred to the Department upon completion of the work or as otherwise directed by the Department.

B. Project Management

Provide professionally qualified individuals to perform Project Management including all aspects of assigned TWOs. Persons assigned to oversee Registered Professionals will themselves be Registered Professionals in the State of Florida or otherwise acceptable to the Department.

The Consultant shall demonstrate good project management practices while working on this project. These include communication with the Department and others as necessary, management of time and resources, and documentation. The Consultant shall set up and maintain throughout the design of the project a contract file in accordance with Department procedures. Consultants are expected to know the laws and rules governing their professions and are expected to provide services in accordance with current regulations, codes and ordinances and recognized standards applicable to such professional services. The Consultant shall provide qualified technical and professional personnel to perform to Department standards and procedures, the duties and responsibilities assigned under the terms of this agreement.

C. Common Tasks

The Consultant will be required to provide **Project Management Services**, and may be required to provide other **Support Services**, as directed by the Department Project Manager through TWOs, amendments or revisions, including:

1. Providing project management, production coordination, and quality control and assurance for all tasks and work activities assigned, including subconsultant tasks; establishing and maintaining project communications within the Consultant firm, with all subconsultants, and with the Department; coordinating with other Department offices, and federal, state, and local agencies, as needed; coordinating with other consultants doing related work for the Department; preparing monthly progress reports; preparing TWOs and cost estimates; attending task-related meetings.
2. Providing assistance in developing and holding meetings related to the MCSAW Program (i.e. workshops, regional and statewide meetings).
3. Providing assistance in developing and holding conferences and workshops on commercial vehicle operations and other related topics.
4. Provide assistance in performing strategic planning and monitoring for the State's MCSAW Program.
5. Developing, publishing, and distributing newsletters, brochures, presentation materials or other desk top publications in support of one or more task.
6. Monitor any MCSAW web and or SharePoint sites and provide comment for minor content revisions to ensure the most accurate and current information is being displayed.

A. The Consultant may be required to assist with **Planning Services**, including:

1. Review the Department's weigh station facilities to identify short and long term maintenance needs. This will include the review of the following:
 - i. Architect – Review the MCSAW's weigh station buildings for maintenance needs and planning for possible expansion. Reviews may include roof structures, office space utilization, flooring, bullet resistant glass condition, HVAC systems, counters, cabinets, rest room facilities, etc.
 - ii. Lighting – Review weigh station lighting systems and determine needed maintenance and improvements, this includes but is not limited to preparing specifications for lighting improvements, perform lighting calculations, etc.

- iii. Highway Design – Review weigh station pavement conditions to determine rehabilitation and/or maintenance needs. Assist in the review and develop pavement specifications for overweight load lanes at weigh stations. Review drainage structures and retention/detention ponds to ensure they are functioning properly and advise if improvements are needed. Assist in the review and development of weigh station design standards.
 - iv. Signing, Pavement Markings, and Channelization – Review facility striping to ensure it meets the Department's standards. Assist in the development of standard indexes for weigh stations that provides guidance for signage and facility striping. Review facilities to ensure clear delineation and proper channelization is used to direct commercial vehicles to required scale or bypass lanes.
 - v. Intelligent Transportation Systems (ITS) – Review the existing MCSAW ITS deployments (i.e. US DOT Readers, license plate readers, laser dimensioning tools, and etc.) to determine proper functionality. Assist in reviewing new ITS technologies that would be of benefit to the MCSAW program.
- 2. Assist in development of the Department's MCSAW Work Program by identifying projects and identifying estimated cost that support the MCSAW Program.
- 3. Provide support by attending and reporting on findings from technical workshops, conferences, symposia, etc., on commercial vehicle related topics.
- 4. Assist with the study and documentation of current best practices of Weigh-in-Motion facilities and how to apply selected practices to Florida.
- 5. Provide support and assistance before and during MCSAW Program meetings.
- 6. Prepare cost effectiveness analyses, to include benefit/cost studies, on existing and proposed MCSAW deployments.
- 7. Prepare life-cycle cost analyses of existing or proposed MCSAW deployments.

B. The Consultant may be required to develop, monitor and report on MCSAW **Performance Measures**, including:

- 1. Coordination of information gathering from individual scale facilities, regional managers, and others as needed.

2. Development and assembly of performance measure information into quarterly and annual reports.
3. Assist in the development of statewide performance measures.

C. The Consultant may be required to perform MCSAW **Outreach and Training**. Outreach and training could include the following:

1. Assist with the development and delivery of MCSAW executive briefings.
2. Chairing and participation in workshops, meetings and conferences, at various locations, to determine issues and concerns that effect the Department's MCSAW Program.
3. Develop and deliver training; such as MCSAW Weight Inspector Academy, computer based training (regarding size, weight, and registration), etc.
4. Work with MCSAW supervisors and the Florida Highway Patrol Commercial Vehicle Enforcement Office to determine statewide training needs and to develop a detailed statewide training plan and program relating to size, weight, registration laws, and etc.
5. Review existing training practices and propose alternative delivery methods that would assist in rapidly deploying training updates, such as video delivery, training bulletins, etc.

D. The Consultant may be required to provide support to the Department regarding the development and modification of **Specifications and Standards**.

1. Review existing national, state and industry specifications/standards, that are pertinent to the planning, design and deployment of fixed static scales, weigh-in-motion scales and virtual weigh stations in Florida.
2. Assist in the modification of any existing specification/standard to support the deployment of MCSAW projects and the development of any new standards that may be needed.
3. Assist in the implementing standards through the Department's Standards development process.
4. Support the development and modifications of standard drawings, pay items and language in documents such as the Plans Preparation Manual and any other manuals and documents that may include references to MCSAW

E. The Consultant may be required to provide support to the Department's MCSAW Program relating to **Telecommunications and Networking**.

1. Review and diagram existing MCSAW Networks. Determine the feasibility of migrating the MCSAW ITS Systems to the Departments fiber optic network.
2. Ensure all MCSAW networks are in compliance with Department Information Security Standards.

RESPONSIBILITIES OF THE DEPARTMENT

The Department shall provide a Project Manager who shall be responsible for all coordination with the Consultant pertaining to all contractual matters, invoicing and reporting. The Department may also designate a manager for each Task Work Order who shall be responsible for working with the Consultant Project Manager to define the specific work to be performed and the schedule for completion of each task, the Consultant staffing to be provided, and the cost. The Department Project Manager shall be responsible for approval of any additional staffing to be provided including additional consultant staff (approval must be coordinated with the Procurement Office) and shall give approval of all work products and services.

RESPONSIBILITIES OF THE CONSULTANT

The Consultant shall provide and maintain an up-to-date list of staff with agreed-to classifications and approved salaries (subject to the contract Exhibit "B") that would be available to be assigned to specific Task Work Orders. No Consultant staff, except those specifically identified in a Task Work Order or those specifically agreed to by the Department Project Manager, shall charge time to that particular Task Work Order.

Consultant must request approval from the Department's Project Manager for any modifications or additions to the list of available staff prior to the initiation of any work by that individual. If applicable, new job classifications may be added to the contract via contract amendment. Consultant shall submit a copy of the resume and payroll register before new staff can be added.

For a Task Work Order where Consultant staff are anticipated to work the majority of a 40-hour week at Department facilities, the Consultant will be reimbursed at the field rate, and staff who are anticipated to work on average the majority of the week at the home office should be reimbursed at the home rate.

Monthly Reporting

The Consultant shall provide a monthly progress report that provides information on services provided to the Department and task assignment work progress. The report shall

outline each individual work accomplishments in support of the appropriate task assignment in general terms. Enough detail needs to be provided to allow the Department's project manager to determine that the individual is being appropriately utilized. The monthly report shall be laid out by task assignment as the paragraph header with a description of everyone's accomplishments in support of the task assignment. This document shall be submitted to the Department's project manager prior to the monthly invoice.

Weekly Work Status Reporting

The Consultant will also provide a weekly work status report in the form of a spreadsheet that outlines the work the Consultant has accomplished by work task and staff individual. This report should be at a high level but provide enough detail to track the status of each task assignment.

Task Assignment Development

The Department's Project Manager, with input from the Consultant will develop the task assignments. The task assignments shall describe the work to be accomplished, the staff to be assigned to the task assignment, and the estimated staff hours needed to complete the task assignment. Field office staff and home office staff will be noted separately to compare the utilization of field office staff to home office staff. The Consultant's Project Manager will continuously monitor the staff assigned to accomplish work in order to mitigate task assignment cost.

Budget Tracking

The Consultant will track the utilization of budget and notify the Department's project manager when the budget levels fall to the point where there are only funds left to cover approximately two months of normal invoicing. The Consultant Project Manager will notify the Department's project manager to begin the process of raising the contract ceiling, if applicable. Work associated with Task Work Orders that use operating budget must be completed by June 30th (*last date of the of the fiscal year*), with a final invoice received by the Department no later than September 1st. Budget reverts on September 30th if not paid out.

Management Plan

The Consultant is responsible for developing a management plan as one of the first orders of business. The project management plan will be a living document and will be reviewed on a six-month basis or as major components of the plan change. The plan will be updated as necessary based on the review. The project management plan should include but not limited to the following.

- a. The identification of key team members and their specialties.
- b. How the Consultant Project Manager will coordinate project resources and work so that milestones are met in an efficient manner.

- c. The identification of any potential constraints and how the Consultant Project Manager will work around those constraints.
- d. How the Consultant Project Manager will ensure that individuals performing tasks have appropriate knowledge/experience skill levels and credentials.
- e. How the Consultant Project Manager will coordinate with the Department's project manager to pro-actively determine any upcoming project needs.
- f. How to assess Consultant performance.
- g. How to address the use of home office vs. field office staff and how to minimize the use of home office staff to better utilize the field office staff.
- h. The identification of the need for meetings and performance reviews. What meetings would be necessary and how often.
- i. How to handle changes in staff.
- j. How the Consultant plans on training field office staff to build expertise and knowledge to be able to minimize the work conducted by the Home Office.

Computer Services

The Department will allow the Consultant to utilize the Department's Data Processing Computer Services for programs requested by the Consultant and approved by the Department in accordance with the Consultant agreement and in accordance with the latest computer access procedure from the Department's Office of Information Technology.

Computations based on computer programs other than the Department's must conform to the Department's general format (See latest *FDOT Design Manual* and amendments thereof).

Specifications for Work

Plans & Specifications

The Consultant shall ensure that all documents, studies, and construction plans, as applicable are prepared in accordance with the latest editions of the standards utilized by the Department which include, but are not limited to, publications such as: *AASHTO, "A Policy on Geometric Design of Highways and Streets"*

- *FDOT Survey Handbook*
- *FDOT Right-of-way Mapping Handbook*
- *Geometric Geodetic Accuracy Standards*
- *FDOT Soils and Foundations Handbook*
- *FDOT Flexible Pavement Design Manual*
- *FDOT Rigid Pavement Design Manual*
- *FHWA Manual on Uniform Traffic Control Devices*
- *FDOT Standard Specification for Road and Bridge Construction*
- *South Florida Building Codes - Broward and Dade County Editions*

Standard Building Codes

- *FDOT Basis of Estimates Manual*
- *Federal Highway Program Manual*
- *FDOT Drainage Manual*
- *FDOT Drainage Design Guide*
- *FDOT Structures Manual*
- *AASHTO Roadside Design Guide*
- *FDOT Standard Plans*
- *FDOT Utility Accommodation Manual*
- *FDOT CADD Manual*
- *FDOT Design Manual*

Construction Plans shall be accurate, legible, and complete in design to the extent necessary to support the type of procurement method selected by the Department. The construction plans shall be drawn to the appropriate scale, furnished in reproducible form on material acceptable to the Department. This also applies to other documents, studies and reports.

Survey Services

The Consultant shall ensure that all survey work, as applicable, is performed in accordance with the Department's Surveying Procedure (Procedure No. 550-030-101). Work must comply with the minimum technical standards for Rule 61G17 and 14-75, Florida Administrative Code, and Chapters 20,177, 334, 337, and 472, Florida Statutes, Department of Environmental Protection state jurisdiction boundary surveys (where applicable) and any special instructions from the Department.

Professional Services Contract Documents

The Consultant shall ensure that all contract documents and support forms have been prepared on software approved by the Department's Project Manager and stored as specifically agreed to in an individual Task Work Order. Specific project documentation requirements will be specified in the respective Task Work Orders.

Conflict of Interest

The CONSULTANT or any affiliate is not eligible to pursue advertised work in the CONSULTANT's area of oversight or any project for which the CONSULTANT developed the Scope of Services, or RFP in accordance with FDOT Procedure No. 375-030-006, Conflict of Interest Procedure for Department Contracts.

The Consultant and its subconsultants shall not enter into any other contract with the Department during the term of this agreement which would create or involve a conflict of interest with the services provided herein. Questions regarding potential conflicts of interest shall be addressed to the Secretary of the Department of Transportation for resolution.

In those instances where the Consultant prepares the design packages for the deployment of TSM&O, the Consultant's firm will not be allowed to compete as a proposing firm or participate as a subconsultant to a proposing firm.

Consultant Not Employee or Agent

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

Ownership of Works and Inventions

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

Personnel Qualifications

The Consultant shall assign only competent technical and professional personnel qualified by the necessary experience and education to perform assigned work. The Consultant is responsible for ensuring that staff assigned to work under this Agreement has the training established by the Department as a prerequisite for Consultant staff to perform work. If the required training is such that it can be applied by the trainee to work on other contracts, (regardless of whether or not the trainee would work on other agreements), the cost of the trainee's time and expenses associated with the training is not directly billable to the Department on this contract, and shall only be recoverable through overhead for the Consultant firm.

Subconsultant Services

Services assigned to any subconsultants must be approved in writing and in advance by the Department Project Manager, Procurement Office, and the Consultant Project Manager in accordance with this Agreement. All subconsultants must be technically qualified by the Department to perform all work assigned to them. Additional subconsultants with specialized areas of expertise may be required to complete specific Task Work Order assignments. Any subconsultant to be hired and all work assignments to be performed, and all rates of compensation shall be agreed to by the Department Project Manager, Procurement Office and the Consultant Project Manager and documented in the contract file prior to any work being performed by the subconsultant.

Any new subconsultant must be added to the contract via contract amendment (in coordination with the Procurement Office) prior to any issuance of work on a Task Work Order.