



EXHIBIT "A"

District Construction Verification Testing Contract Scope of Services

Scope of Services

Construction Verification Testing

1.0 Purpose:

This scope of services describes and defines the consultant services to support the Department in Materials testing activities for projects.

2.0 Consultant Responsibility:

The consultant will be responsive to the Department's request for services 24 hours a day, 7 days a week, and 365 days a year. It is the consultant's responsibility to pursue and obtain all information, reports, permits, utility/environmental clearances and lane closure approvals necessary to perform services on this Contract.

The consultant will attend meetings as requested by the Department. Coordinate with the Department prior to attendance of meeting. Attendance at meetings not requested by the Department may not be reimbursed. When meetings are hosted by the Consultant, coordinate all activities with the stakeholders, and distribute the minutes to all participants and District Project Manager (DPM).

Perform services at the Department's facility using the Department's resources as requested. The consultant will provide expert witness services if requested by the Department.

Do not perform services during suspension of the accreditation or qualifications governing the service(s) in question. Do not allow unqualified personnel or personnel with suspended qualifications to perform or oversee services. Fees shall be reimbursed to the Department for any charges for services performed without appropriate qualifications and/ or accreditations.

Be responsible for properly retaining and handling samples. When samples are lost or cannot determine the Contract compliance of the material due to mishandling, consultant may be responsible for performing an Engineering Analysis\Investigation at no cost to the Department.

Provide timely and accurate supporting documentation for the work to be invoiced including accurate and timely submittal of timesheets as directed by the Department. Minimize discrepancies between reported completed work and work quantities invoiced.

Any questions or concerns should be brought to the attention of the Project Manager.

For Non-compliance with Construction Contracts, Consultant may be required at no additional cost to the Department, to provide an Engineering Analysis Report prepared by an independent engineering firm approved by the DPM when sampling and/ or testing services provided by the firm fails to meet the expectations of the Construction contract.

3.0 Department Responsibility:

The Department will provide technical administration of the contract, conduct laboratory inspections, review actual test methods and procedures, review test results and reports, review invoice submittals, and generally determine compliance with this contract.

4.0 General (Reference Documents):

The services provided by the Consultant in the office, field, and lab shall be in compliance with the current edition -including updates- of all applicable Department Manuals and Guidelines as well as State and Federal regulations. This shall include but not be limited to the following:

- Florida Department of Transportation (FDOT) Standard Specification for Road and Bridge Construction as amended by contract documents
- FDOT Roadway Plans Preparation Manual
- FDOT Design Standards
- FDOT Structures Manual
- FDOT Structure Design Office Standard Drawings
- FDOT Materials Manual
- FDOT Manual of Florida Sampling and Testing Methods
- FDOT Manual for Safety and Control of Equipment Containing Radioactive Materials
- FDOT Construction Project Administration Manual (CPAM)
- FDOT Construction Training and Qualification Manual (CTQM)
- FDOT Soils and Foundation Handbook
- FDOT Right of Way Procedures Manual
- FDOT Radiation Safety Manual
- FDOT Utility Accommodation Manual
- Federal Highway Administration (FHWA) Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Plans and Specifications
- American Association of State Highway and Transportation Officials (AASHTO) Test Methods
- American Society for Testing and Materials (ASTM) Standards
- Manual on Uniform Traffic Control Devices
- Code of Federal Regulations (CFRs)
- Safe Work Practices and Compliance Standards Handbook
- Geotechnical Design / Plans Review Checklist (District 5's)
- Occupational Safety and Health Administration (OSHA) 29 CFR 1910.1001 and 1926.58, 49 CFR 171 and 172
- Local Agency Program (LAP) manual
- Chapter 14-103 Construction Aggregate Rule
- CQC Specifications, and related directives
- FDOT Standard Operating Procedure for Evaluation, Approval, and Control of Mineral Aggregate Sources
- FDOT Standard Operating Procedure for Quality Assurance of Mineral Aggregate Sources
- FDOT Records Retention Guideline

5.0 Terminology and Definitions:

AASHTO – American Association of State Highway Transportation Officials
ASTM – American Society of Testing Materials
AFP - FDOT Automated Fee Proposal system
CADD - Computer Aided Drafting & Design
CAPWAP - Case Pile Wave Analysis Program
CPM - Consultant Project Manager
CTQP - Construction Training & Qualification Program
DER - Department of Environmental Regulation (Federal & State)
DMRE - District Materials & Research Engineer.
DMRO - District Materials & Research Office
DPM - Department Project Manager.
DPSU - District Professional Services Unit
EAR - Engineering Analysis Report
FDOT - Florida Department of Transportation
FM - Florida Method
IA - Independent Assurance
IV - Independent Verification
LIMS - Laboratory Information Management System
LQP - FDOT Laboratory Qualification Program
MAC - Materials Acceptance & Certification System
MM - FDOT Materials Manual
PCR - Pavement Coring & Reporting
PDA - Pile Driving Analysis
QAR - Quality Assurance Review
QC - Quality Control
R - Resolution
SMO - State Materials Office
V – Verification
WEAP – Wave Equation Analysis Program
CSC - Continuing Services Contract. Max 5 yrs. & \$5 Million
DWC - District-Wide Contract. Max 5 yrs. & \$1.5 Million
TWO - must be work of a specified nature. No limit on amount or \$300,000
LOA – Letter of Authorization
SA - Supplemental Amendment

6.0 Communication and Reporting:

Maintain timely and effective communication. Report results electronically to the Department in the most efficient manner and as approved in advance by the Department.

Upon completion of a work order, deliver to the Department all project files, sketches, worksheets, plans, and other materials used or generated during the performance of services requested in this Scope in an organized manner.

Communicate assignment related issues during non-business hours directly with the Department's representative overseeing consultant's work, typically District Materials Office personnel.

7.0 Reporting Test Results:

Enter test results into Department database within 24 hours of test completion. Labor associated with test reporting is a unique pay item, and is not included in the cost of the test. For data entry and validation, actual time up to a maximum of 15 minutes per sample is deemed reasonable. Updating should be performed by clerical or testing personnel.

Compare QC results to V and enter the appropriate Approval codes in the Department's database. Labor associated with comparison services is a unique pay item, and is not included in the cost of the test. Actual time up to a maximum of 15 minutes per Verification sample is deemed reasonable for coordination with project personnel and Quality Control Laboratory and data entry. Comparison & approval should be performed by CPM or Senior Technical personnel.

8.0 Personnel:

Provide qualified technical and professional personnel to perform, to Department standards and procedures, the duties and responsibilities assigned under the terms of this agreement.

All consultant personnel/technicians must be approved in writing by the Department prior to performing services. All consultant personnel will be approved under one (1) labor classification per person. Exceptions may be allowed at the sole discretion of the Department. Personnel listed in the final negotiated Contract Audit Package are considered approved without any additional documentation. Obtain written approval for additional personnel prior to performing services. Approvals are valid for all work to be performed by authorized labor classification throughout the contract period.

All consultant personnel providing services on this Contract must perform to the satisfaction of the DPM. Personnel that do not perform services to the satisfaction of the DPM may be removed from the Contract.

All testing and inspection personnel must participate in Independent Assurance evaluations and other applicable third party audits.

9.0 Conflict of Interest:

It is the consultant's responsibility to prevent real or perceived Conflict-of-Interest. Any concerns or appeals must be brought to the attention of the DPM for interpretation and response. It should be noted that the Department has requested that the Consultant's laboratory performing verification testing through this contract for the Department refrain from entering into agreements to perform Contractor Quality Control Testing at this same laboratory during the life of this contract.

10.0 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 sub-consultants/ subcontractors. Consultant and sub-consultants/subcontractors shall fully and promptly disclose to the Department all intellectual property conceived, created, or furnished under this Agreement. Consultant or sub-consultants/-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 sub-consultants/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 sub-consultants/subcontractors shall not patent any intellectual property conceived, created, or furnished under this Agreement. Consultant and sub-consultants/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.

11.0 Consultant Not Employee or Agent:

The Consultant and its employees, agents, representatives, or sub-consultants/ 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 sub-consultants/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.

12.0 Services:

Provide services that are in compliance with all applicable documents referred to in the "General" paragraph of this document. The Department, at its option, may elect to expand, decrease, or delete the extent of each work element described in this scope of services, provided such action does not alter the intent of this agreement. The Department shall request Consultant services on an as-needed basis. There is no guarantee that any or all of the services described will be assigned during the term of this agreement. The Department, at its option, may elect to have any of the services set forth herein performed by other consultants, sub-consultants, or Department staff without Consultant recourse.

All firms providing services on this Contract must be specifically listed on the Contract. Each firm must have their own unit rates for pay items and labor classifications defined by the Department. Do not include unit rate for the services and labor classifications not provided by the firm. The Department reserves the right to decline reimbursement if these conditions are not met.

12.1 Laboratory Testing

The Consultant will be responsible for performing all Construction Verification Testing for the Department in District Three. Additional unrelated testing may be required based on the needs of the Department.

It is understood that work will be assigned to the Consultant based on the production needs of the Department and will not necessarily equal the total contract amount.

All manuals, guides, standards and procedures referenced are available from the Department. The most recent editions of any publications shall be used.

Perform all tests in accordance with applicable testing Standard.

Comply with all provisions of the Laboratory Qualification Program. Maintain appropriate accreditations\qualifications for the duration of the Contract. Notify the Department immediately when Laboratory accreditations\qualifications are lost for any reason, and then reinstated. Update the Department on Laboratory accreditations\qualifications status for each Laboratory every 6 months. Notify the Department prior to any scheduled inspection by an accreditation agency.

The consultant laboratories are subject to periodic quality assurance reviews by the Department. The consultant will cooperate with the Department during these reviews and promptly correct any noted deficiencies.

Deliver samples to the Resolution laboratories and the State Materials Office upon request in the most efficient manner.

Promptly notify project stakeholders in the event of QC\V non-comparison that results in Resolution testing.

Due to the geographical size of District Three, coordination of sample pick-up and/or delivery with the DPM is of utmost importance to insure timely test results. Samples shall be picked up within 24 hours of delivery to the drop-off location (excluding Saturday or Sunday). It is imperative that the consultant understand the critical nature of construction testing and the need for timely entry of test results into the Departments reporting system as described in section 7.0.

12.2 FDOT District Laboratory Support

The Consultant shall provide personnel meeting the requirements set forth in Section 12.2.1 and in appropriate numbers at the proper times to act as an extension of the Department's staff in the District Laboratory.

12.2.1 PERSONNEL QUALIFICATIONS:

CTQP Asphalt Plant Level I

ACI Concrete Strength Testing Technician

ACI Aggregate Testing Technician Level I

ACI Aggregate Base Testing Technician

CTQP LBR Technician Training