

**EXHIBIT "A"**  
**SCOPE OF SERVICES**  
**Office of Chief Engineer Support Consultant**

**I. PURPOSE**

The Department requires the support of a Consultant- hereafter referred to as the Consultant - (CONSULTANT) for a wide range of services for design, right of way, traffic engineering and operations, construction, maintenance, and materials. These services will be conducted for the Office of Chief Engineer as support to central office staff for the development, operation, maintenance and construction of the state highway system.

The CONSULTANT shall function as an extension of the Department's resources by providing qualified technical and professional personnel to perform according to the Department's 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 use its own resources for assignments authorized by the Department.

The Department shall request CONSULTANT services on an as-needed basis. There is no guarantee that any or all the services described in this agreement will be assigned during the term of this agreement. Further, the CONSULTANT is providing these services on a nonexclusive basis. The Department, at its option, may elect to have any of the services set forth herein performed by other consultants or Department staff.

**II. GENERAL**

**Term and Commencement of Work**

1. This is a continuing contract subject to Department periodic review, approval and satisfaction with the CONSULTANT's performance and may be terminated by the Department at any time in accordance with Section 6 of the Standard Professional Services Agreement Terms.
2. Services to be provided by the CONSULTANT, for each assignment authorized under this agreement, will be initiated and completed as directed by the Chief Engineer or the Department Project Manager. The Department Project Manager shall furnish the CONSULTANT a Task Work Order outlining the services to be provided, and the schedule of rates to be paid for the authorized services pursuant to the scope of services document attached to the Task Work Order. No work shall be performed nor payment made to the CONSULTANT until a Task Work Order has been issued.

**III. SERVICES**

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

**A. Chief Engineer Support**

The following offices are within the purview of the Chief Engineer: Office of Construction, Office of Design, Office of Maintenance, Office of Materials, Office of Right of Way, State Traffic Engineering and Operations Office, Emergency Management Office, Program Management Office and the Safety Office. Each of these offices may include (but not limited to) the following new initiatives or daily activities:

Policies and Procedures  
Studies  
Training  
Quality Control/ Quality Assurance  
Technology Application  
Budget/Cost Estimate including Cost Estimate Validation  
Schedule  
Manuals and Publications  
Safety  
Criteria  
Project Coordination  
Customer Support

Each office may also require assistance in new initiatives and daily activities specific to their office. Some specific examples may include (but are not limited to) the following:

- 1. Office of Construction**
  - a. Alternative Contracting (Design-Build, Construction Management at Risk [CM@Risk], Lump Sum, Partnering Workshop)
  - b. Contractor Issues (Contractor Grade History, Contractor's Past Performance Rating Guidelines [CPPR], Dispute Review Board, and Wage Rates)
  - c. Engineering Areas (Asphalt, Concrete, Geotechnical, Maintenance of Traffic, and Structures)
  - d. Technical Topics (Construction Document Management System, Consultant Construction Engineering and Inspection [CEI] Issues, Final Estimates, and SiteManager)
- 2. Office of Design**
  - a. Engineering/CADD Systems (FDOT Standards and FDOT CADD Software Suite)
  - b. Production Support (Project Management, Errors and Omissions, Consultant Evaluation, Standard Scope and Staff Hour Estimation, ADA/Accessibility Program, Landscape Architecture, and Training)
  - c. Roadway Design (Drainage, Pavement Management, Utilities, Lighting, Innovative Intersection, Criteria and Standards)
  - d. Structures Design (Structures Standard Plans, Structures Plans Review, Geotechnical Design, and Computer Applications)
- 3. Office of Maintenance**
  - a. Program Areas (Adopt-A-Highway, Asset Maintenance, Memorial Monuments, Overweight/Over dimensional Permit, Rest Areas)
- 4. Office of Materials**
  - a. Support Activities (GIS Applications, Electronic Data Management Services, Pavement Management Reports, Databases, Programming and Training)
  - b. Materials Evaluation and Control (Bituminous, Geotechnical, Pavement, Structural)
  - c. Strategic Materials Studies
  - d. Industrial Hygienist Services
  - e. Specialized Engineering Services (Mechanical, Electrical, etc.)

5. **Office of Right of Way**
  - a. Land Use Expertise
  - b. Logo Quality Control
6. **State Traffic Engineering & Operations Office**
  - a. Traffic Services (Aging Road Users, Traffic Safety and Operations Studies, Intersection Control Evaluation, Data Collection, GIS Tool Development, Highway Capacity Manual, Highway Capacity Software, Signing, Pavement Marking, Traffic Signals, Corridor Traffic Analysis, Travel Demand Forecasting, Operational Analysis, and Pertinent Manuals)
  - b. Transportation Systems Management and Operations (TSM&O) (Design/Management/Deployments, Intelligent Transportation Systems (ITS) Communications, Connected and Automated Vehicle Initiative, Managed Lanes Software, Systems Engineering, ITS Architecture and Integration, Project Evaluation, and Technical Reports)
  - c. Traffic Incident Management (TIM) (TIM Teams, Road Rangers, Hurricane Response, Emergency Shoulder Use, and Commercial Vehicle Operations (CVO))
  - d. Traffic Systems (Traffic Engineering Research Lab (TERL), Traffic Control Device, ITS and Connected Vehicle Device Evaluation)
7. **Emergency Management Office**
  - a. Preparedness (Planning, Organizing, Training, Equipping, Exercising, Evaluating, and Taking Corrective Action)
  - b. Response (Implementation of Emergency Operation Plans, and Mitigation)
  - c. Coordinate support for response operations – field operations coordination deployment, tracking response progress, reviewing, assessing and tracking resource commitment
  - d. Preparing post event reports and conduct feasibility studies of the Department's preparedness and operational response
  - e. Preparing the Department's federal reimbursement packages for federally declared events
8. **Program Management Office**
  - a. Specifications (Specification Development, Local Agency Specifications, and Maintenance Contract Specifications)
  - b. Estimates (Basis of Estimates, Pay Items, Web Applications, Cost Trend Reports, Market Analysis, Preliminary Cost Estimating)
  - c. Product Evaluation (Approved Product List [APL], New Product Applications, Innovative Product Evaluation List [IPEL], Proprietary Products)
  - d. Utilities (Utilities Accommodation Manual [UAM], Utility Agreements, Utility Procedures Manual [UPM])
9. **State Safety Office**
  - a. Performance management – target setting
  - b. Traffic safety implementation planning
  - c. Intersection and Lane Departure strategic planning, designing & delivering
  - d. Statewide Road Safety Audit (RSA) implementation

All offices listed above are located in Tallahassee, Florida, except for the Office of Materials, which is in Gainesville, Florida.

**B. Staff Augmentation**

The CONSULTANT may be required to provide technical and professional staff to work within the Central Office. The staff will provide continuous services which may consist of any or all the following:

- Administrative Management
- Construction Engineering Management
- Project Engineering
- Project Management
- Utility Relocation
- Professional Right of way Services Management
- Maintenance Engineering Management
- Traffic Operations
- Materials
- Safety
- Landscape Architecture
- Specifications and Estimates

The CONSULTANT shall maintain an office and staff in Tallahassee (or in close proximity) as defined and agreed to in the Task Work Orders. Limited short-term office space may be provided by the Department for technical staff where close proximity with Department staff is necessary for the work being performed. Such arrangements will be made between the CONSULTANT Project Manager and the Department Project Manager on an "as needed" basis, and will be expressly stipulated in the individual Task Work Orders. All Task Work Orders where services are anticipated to be wholly and exclusively performed utilizing Department space or field personnel will be compensated at reduced overhead compensation, or field office rates.

The Department may furnish the Department office space with all necessary furniture and equipment that shall include, but not be limited to, desks, chairs, tables, bookcases, file cabinets, personal computers with software, printers, plotters, telephones and fax machines. The Department may provide these furnishings to the CONSULTANT for the CONSULTANT's use during the term of this Agreement. All office furnishings and equipment mentioned herein shall be for use by the CONSULTANT but shall remain the property of the Department. The CONSULTANT shall use all such furnishings during the term of the Agreement and the CONSULTANT shall retain responsibility for risk of loss or damage to furnishings and equipment until they are returned to the Department. However, the CONSULTANT shall not be responsible for loss of or damage to such property not the fault of the CONSULTANT.

**IV. DELIVERABLES**

Due to the broad scope of this contract, the deliverables will vary based on the needs of the individual Task Work Orders. Some examples of deliverables may include (but not limited to):

**A.** Design Standards

- B. Reports
- C. Calculations and/or Analyses
- D. Training Development and/or Delivery
- E. Technology Applications
- F. Expert Technical Assistance

## **V. RESPONSIBILITIES OF THE DEPARTMENT**

1. 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 products and services.
2. The Department shall approve, prior to the initiation of any tasks described in this exhibit, a specific Task Work Order defining the work to be accomplished and the total reimbursement due the CONSULTANT. The Task Work Order shall specify the Department Task Work Order Manager, when it is different from the Project Manager.
3. The Department shall furnish, without charge, the following services and data to the CONSULTANT for the performance of the requested services:
  - a. All criteria and full information as to the Department's requirements for the CONSULTANT's services including objectives, constraints, budgetary limitations and time restraints.
  - b. All Department rules, policies, procedures, standards and other information applicable to the services.
  - c. All drawings, specifications, schedules, reports and other information prepared by and/or for the Department by others which are available to the Department and which the Department considers pertinent to the CONSULTANT's responsibilities described herein.
  - d. Computer access (mainframe and personal) if needed by CONSULTANT staff to perform assigned tasks. Specific computer access requirements will be specified in each individual Task Work Order.

## **VI. RESPONSIBILITIES OF THE CONSULTANT**

1. The CONSULTANT shall provide an overall Project Manager, acceptable to the Department, who will be the primary point of contact with the Department for the scope, schedule, manpower coordination and completion of all Task Work Orders. The CONSULTANT Project Manager shall appoint, with the concurrence of the Department Project Manager and Department Individual Task Work Order Managers, a CONSULTANT individual Task Work Order Manager. The CONSULTANT Project Manager shall meet with the Department staff on a regular basis as requested by the Department Project Manager and shall provide

monthly progress reports in a mutually agreeable format, by Task Work Order, no later than two weeks after the end of the billing cycle of each month unless agreed to by the Department Project Manager. These progress reports shall be the basis for evaluation and processing of invoices for payment, unless otherwise stated in the Task Work Order.

2. 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.
3. 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 when staff is added.
4. The CONSULTANT shall provide sufficient staff, either the specific staff person requested or acceptable staff at defined levels of expertise as agreed to by the Department's Task Work Order Manager, in a timely manner to complete all assigned work. If, at any time, the Department Task Work Order Manager determines that the number or expertise of particular staff assigned to a specific task is inadequate, the Department Project Manager and the Task Work Order Manager shall coordinate with the CONSULTANT Project Manager to ensure adequate staff with the proper level of expertise is made available to ensure the timely completion of the work.
5. The CONSULTANT shall provide all agreed to services, products and documentation within the required time schedule as defined in the individual Task Work Order.
6. The CONSULTANT shall provide monthly invoices for work performed within 15 days of the end of the month for work performed during the preceding month, unless specifically agreed to by the Department Project Manager. Work on "operating budget" Task Work Orders must be completed by June 1, with a final invoice received by the Department no later than June 15, of the fiscal year the funds are encumbered.
7. The CONSULTANT shall verify to the Department Project Manager that all computers used by CONSULTANT staff have a resident anti-virus program acceptable to the Department.
8. The CONSULTANT shall ensure that all 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. A sequential naming convention should be applied to the files and documentation provided to the Department. Specific project documentation requirements will be specified in the respective Task Work Orders.

9. 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.

## **VII. 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 thru overhead for the CONSULTANT firm.

## **VIII. 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.

## **IX. 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.

## **X. 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.

## **XI. 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.



Florida Department of  
**TRANSPORTATION**

# Chief Engineer's GEC



Florida Department of  
**TRANSPORTATION**

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**William N. Watts Jr**  
**Assistant Sec E&O**

**Dan Hurtado**  
**Chief Engineer**

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# Expectations of GEC

- Project Manager's Responsibility
  - Open Communication
    - Timely response to request from the Department.
    - One point of contact for each request.
  - Ability to Negotiate
    - Each TWO will be negotiated by the Project Manager and the requesting Task Manager.
- Monthly Invoicing
  - Break out invoicing for each Task Work Order (TWO)
    - Both the primary and subconsultant(s) on the contract have the same billing cycle
    - Individual Monthly Progress Report to Project Manager, and Task Manager



# Offices within E&O

- Construction
- Design
- Emergency Management
- Environmental
- Maintenance
- Materials
- Program Management
- Right of Way
- Safety
- Traffic Ops



# Needs- Construction

- Update to the Road User Cost Program and Manual
- Develop Construction Training Qualification Program (CTQP) Tracking
- Update to Construction Math Self Study Course
- Support for Primavera scheduling- training, specification development and claim analysis

# FDOT Needs – Design / Emergency Mgt

## Design

- Developing chapters for the Project Management Guide
- Drainage Support Staff
- Landscape Architect support
- 3D CADD support/training development
- Resiliency Support
- Updated Training Materials

## Emergency Mgt

- Emergency Mgt Communication Plan
- Ad Hoc studies and projects

# Needs – Maintenance

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- Rest Area Program
- Long Range Planning
- Support
- MMS

# FDOT Needs –Materials

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- Data Management System from Data Architecture, Data Mining, to Data Analytics.
- Database and other Data Application Development
- Corrosion Monitoring System and Bridge Inspection Services
- Quality Assurance and Materials Testing

# FDOT Needs - Program Mgt

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- Utilities
  - Reviewing Utility Agreements for rewrite
  - Buy America Compliance for Utility Reimbursements
- Estimates
  - Cost-based estimating support



# Needs – Right of Way

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- Property Management of Leased Right of Way
- Quality Assurance for Logo Program
- Outdoor Advertising Zoning & Land Use



# Needs – Safety, Traffic Ops

## Safety

- Traffic Crash Analysis
- Effectiveness of Safety investments
- Safety Marketing

## Traffic Ops

- Emergency Response
- One-Off Needs outside TE&O GEC contracts (Traffic Services, TSM&O, and CAV/Managed Lanes/ STAMP)



# Procurement Schedule

Advertisement Date	3/13/2023
Response Deadline Date/Time	3/27/2023 05:00 pm
Longlist Date/Time	4/06/2023 09:00 am
Shortlist Selection Date/Time	4/14/2023 01:30 pm
Phase II Submittal Deadline Date/Time	5/05/2023 03:00 pm
Consultant Interviews	05/18/2023
Technical Review Committee Meeting 1 Date/Time	5/18/2023 03:00pm
Final Selection Date/Time	5/30/2023 02:30 pm
Negotiations Period Begin Date	6/13/2023
Negotiations Period Ending Date	7/12/2023



# Cone of Silence Reminders

- Cone of Silence
  - Begins at advertisement
  - (In order to ensure a fair, competitive and open process, once a project is advertised under Current Advertisements, **all communications** between interested firms and the Department must be directed to the appropriate Professional Services Office. **Violation of this provision may be grounds for rejecting a response.**
  - Submit ALL Procurement questions to:
    - [co.profserv@dot.state.fl.us](mailto:co.profserv@dot.state.fl.us)

- Summary of underutilization goal and DBE and Small Business teaming



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# Questions

