Exhibit “A”
Scope of Services

Bridge Scour and Coastal Engineering Services for the Office of Design

I. Purpose

The Department requires professional engineering consultant services to support the Office of Design in activities related to using state-of-the-art methodologies for estimating scour at bridges, using coastal engineering modeling analysis and other analysis techniques such as wave mechanics and sediment transport modeling to assess bridge hydraulics in coastal regions, conducting bathymetric surveys of inlet and tidal waterways, update and advance design guidance for roadways and bridges in coastal regions and assist in the development of training for both scour and coastal modeling courses.

II. Management of Services

The Department shall request consultant services on an as-needed basis by individual Task Work Orders. The Consultant’s work will be managed by a Department Project Manager, who will provide a specific definition of the work for each task to be performed by the Consultant. Each Task Work Order will be developed by the Consultant under the direction of the Department Project Manager, or by the Department Project Manager in cooperation with the Consultant and must be approved in writing by both the Department Project Manager and the Consultant prior to any work on the task being initiated. Specific additional requirements may be contained in the individual task work orders. The Consultant shall be aware that multiple Task Work Orders can be open concurrently. There is no guarantee that any or all services described in the Contract will be assigned during the term of this Contract. The Consultant will be allowed remote access to the Department’s Mainframe Computer for any work under this contract.

The Consultant shall provide qualified professional and technical personnel to perform the assigned work. The Consultant’s work shall be performed and/or directed by the key personnel identified in the technical proposal. Any changes in personnel shall be subject to review and approval by the Department. The Consultant shall maintain an up-to-date list of staff, grouped by the classifications approved in the Contract, which would be available to be assigned to specific work tasks. Any classifications different from the Contract list must be documented and agreed upon by the Department’s Project Manager and Procurement Office. The Consultant is authorized to subcontract any of the assigned services with written approval from the Department. The PRIME Consultant shall ultimately be held fully responsible for the satisfactory performance, conclusions and recommendations of all subcontracted work. The Department is not requiring Consultant staff to be physically located in Tallahassee.

The Consultant shall ensure that all services requiring field activities are conducted professionally and in a manner, that utilizes accepted safety methods and practices. All
required engineering documents shall be signed, sealed, and dated by a Florida Registered Professional Engineer. All surveying plots or reports issued shall be signed, sealed, and dated by a Florida Registered Professional Surveyor and Mapper.

The services performed by the Consultant shall be in compliance with all applicable published Department manuals, standards, guidelines, and policies, Florida Statutes, Florida Administrative Code, and standard engineering principles and practices. The Department’s manuals and guidelines incorporate by requirement or reference all applicable State and Federal regulations. The current edition, including updates, of the Department’s Manuals and Guidelines shall be used in the performance of this work. It shall be the Consultant’s responsibility to acquire and utilize the necessary Department standards and guidelines that apply to the work required to complete any task.

III. Deliverables

The Consultant shall submit to the Department at the end of each month an invoice for each active Task Work Order, accompanied by a Progress Report which documents the activities accomplished during the invoicing period for each task work order. The invoice shall reference the Task Work Order number, date(s) services provided, distribution of costs, and a total invoice amount. The monthly progress reports shall be the basis for evaluation and processing of invoices for payment, so they must be received with or before the corresponding invoices, or the invoices will be rejected. Upon approval and acceptance of the invoiced services and deliverables, the Project Manager shall recommend payment for further processing with the Department.

IV. Description of Services

The following are a list of tasks that may be assigned to the Consultant:

A. Near-field sediment transport models associated with predicting sediment transport around bridges

B. Modification to the Florida scour methodologies based on updated guidance and new experimental data

C. Project-specific rock / clay scour predictions based upon shear stress curves from the Rotating Erosion Testing Apparatus (RETA) and Sediment Erosion Recirculating Flume (SERF) testing devices

D. Hurricane surge and wave models both for design and hindcasting of historical storms

E. Update wave force predictions on bridges

F. Bathymetric survey in inlets and tidal waterways

G. Acquisition of post-hurricane high water marks
H. Development of and Coastal Hydrodynamic Modeling Training

I. Update existing Complex Pier Scour Training

J. Assist in developing new design guidance and policy for Bridge Scour and Coastal Engineering

The Department may assign other bridge scour and coastal engineering related tasks in support of the Office of Design.

V. 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 products and services.

VI. 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.

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 through 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. 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.

X. 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.