



EXHIBIT "A"

Business Development Initiative (BDI) Contract
**Districtwide Materials Testing &
Construction Support for D4 & D6**

Scope of Services

FM 43627916201

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Scope of Services
Districtwide Materials Testing Construction Support for D4 & D6
FM 43627916201- BDI Contract

1.0 Purpose:

This scope of services describes and defines the consultant services to support the Department in Materials testing activities for District 4 & 6 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, and reports 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.

In the event the consultant encounters actual or suspected environmental contamination while performing services on this Contract, immediately cease work and notify the Project Manager in writing.

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 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 Radiation Safety Manual
- American Association of State Highway and Transportation Officials (AASHTO) Test Methods
- American Society for Testing and Materials (ASTM) Standards
- Code of Federal Regulations (CFRs)
- Safe Work Practices and Compliance Standards Handbook
- 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

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
QAR - Quality Assurance Review
QC - Quality Control
R - Resolution
SMO - State Materials Office
V – Verification
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 submittal to FDOT Verifier, actual time up to a maximum of 15 minutes per sample is deemed reasonable. Updating should be performed by clerical or testing 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.

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/ sub-contractors. 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/ sub-contractor 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/ sub-contractors 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. Further, the Consultant shall provide 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, 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 Asphalt Plant Services:

Provide Asphalt Plant Inspection services for Verification and Independent Verification.

- a. Ensure that all Bituminous Verification requirements are met.
- b. Provide recommendations regarding the disposition of substandard materials.
- c. Generate the Random Numbers and notify the Quality Control (QC) technician after the mixture is produced and instruct when the QC technician shall take the sample.
- d. Perform testing and inspection as directed in the Contract documents within the allotted timeframe as defined in the Contract documents. Perform daily inspections of the Producer's Facility to ensure that the Producer is complying with their QC Plan and the Contract documents. Document all inspections in daily journal.
- e. Keep a daily journal using a format or electronic system directed by bituminous staff documenting the arrival and departure time, failures, QC, Process Control (P.C.), and Independent Verification (IV) samples taken (time and load numbers), time of IV technicians arrived and departed, all verification inspections performed, any production related problems, and any other pertinent information that the District Bituminous Staff directs the Verification Technician to document. Electronically submit the daily journal to the District Bituminous Staff at the completion of production for the day.

- f. Observe the QC testing for accuracy (on a random yet consistent basis) to ensure that the QC staff is accurately documenting the weights and calculations of the test results performed. Submit the copy of handwritten data to District Materials Staff as requested.
- g. Be familiar with the Producer's QC Plan for the facility and ensure that QC staff is following the Plan.
- h. Notify the District Bituminous Staff immediately when repeating problems are encountered or serious lapses with the QC staff following their Producer QC Plan or the Project Requirements.
- i. Be knowledgeable of the Contract documents pertaining to Asphalt Production and testing at the Producer facilities.
- j. Document all material sample failures and all specification violations in the daily journal, and notify the Project Administrator (PA) and the District Bituminous Staff immediately.
- k. Perform a daily review of the QC worksheets and records for accuracy and completeness. Notify the PA and the District Bituminous Staff if the QC staff fails to complete the testing and pertinent paperwork within 24 hours and/or fails to enter the QC test results into the Department's database system within one working day of the testing. Make every effort to verify lots within the 24 hour timeframe, and on days the plant is producing.
- l. If resolution testing is required, notify the PA and the District Bituminous Staff immediately. After obtaining the resolution test results from the District Materials Office, update the Composite Pay Factor (CPF) Worksheet and other pertinent Department forms. Enter necessary information into the Department's database system, and reissue revised forms to the PA within 24 hours of receiving the results from the District Materials Office unless directed otherwise.
- m. One Verification Technician may be required to cover more than one active asphalt plant as directed by the District Bituminous Staff.

Provide the following additional plant inspection and testing related services as requested:

1. Label and sign V and R sample boxes.
2. Inspect the asphalt plant, review and analyze both QC and V test results and verify QC technician reports in Department's database are accurate.
3. Collect roadway cores for each IV sample collected.
4. Notify the Materials lab when Lot is completed and when Verification Technician needs to be sent to verify the completed lot.
5. Update the daily production spreadsheet.
6. Deliver IV samples to Materials Lab by the end of the day.
7. Recommend to stop or restrict asphalt plant production.
8. Approve, monitor, revise, transfer, and terminate Asphalt Mix Designs as applicable.

12.2 Laboratory Testing:

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.

12.3 Concrete Plant Inspection and Testing:

Inspect, sample, test and report on Concrete Production Plants to insure compliance with approved specifications, standard operating procedures and/or approved QC Program.

12.4 Pre-Stress and Precast Production Facility Inspection and Testing:

- a. Inspect, sample, test and report on Pre-Stress\Pre-Cast Production Facilities to insure compliance with governing documents and approved QC Program.
- b. Perform structural concrete evaluations as requested. Services may include the following: evaluate concrete form removal, release strength and member handling of cast-in-place or pre-cast concrete structures, evaluate cracks and determine structural adequacy, evaluate structural concrete repair proposals, evaluate EARs, develop and\or review mass concrete temperature control plans, evaluate mass concrete temperature problems.
- c. Report any noted deficiencies to the District Structural Materials Engineer.

12.5 Earthwork:

Inspect, sample, test and report on field Earthwork activities as requested by the Department.

13.0 TABLE 6:

TABULATION OF UNIT RATES

CONSULTANT	ITEMS	UNIT	RATE
	MAT Project Manager	Hour	
	MAT Engineer	Hour	
	MAT Pre-stress Inspector	Hour	
	MAT Senior Inspector	Hour	
	MAT Inspector	Hour	
	MAT Senior Engineering Technician	Hour	
	MAT Engineering Technician	Hour	
	MAT Senior Asphalt Plant Inspector	Hour	
	MAT Asphalt Plant Inspector	Hour	
	MAT Secretary/Clerical	Hour	
	101- Aggregate Carbonates and Organic Matter (FM 5-514)	Test	
	102- Aggregate Organic Impurities in Sand for Concrete (AASHTO T 21)	Test	
	103- Aggregate Shell Content of Coarse Aggregate (FM 5-555)	Test	
	104- Aggregate Sieve Analysis of Fine and Coarse Aggregate (AASHTO T 27)	Test	
	106- Aggregate Specific Gravity/Absorption Coarse (AASHTO T 85)	Test	
	107- Aggregate Total Moisture Content by Drying (AASHTO T-255)	Test	
	109- Aggregate Specific Gravity/Absorption Fine AASHTO T84	Test	
	201- Asphalt Content (FM 5-563)	Test	
	206- Asphalt Los Angeles (LA) Abrasion Coarse Agg (FM 3-C 535)	Test	
	207- Asphalt Los Angeles (LA) Abrasion Small Agg (FM 1-T 096)	Test	
	300- Concrete Beam Flexural Testing (ASTM C78)	Test	
	301- Concrete Compressive Strength of Grout\Mortar (ASTM C 109)	Test	

	302- Concrete Cylinder Curing, Capping & Breaking (ASTM C39)	Test	
	800- Soils Chloride Soil or Water (FM 5-552)	Test	
	810- Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	
	811- Soils Liquid Limit (AASHTO T 89)	Test	
	812- Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	
	819- Soils Organic Content Ignition (FM 1 T-267)	Test	
	822- Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	
	825- Soils pH Soil or Water (FM 5-550)	Test	
	826- Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	
	827- Soils Proctor Modified (FM 1-T 180)	Test	
	828- Soils Proctor Standard (AASHTO T 99)	Test	
	829- Soils Resistivity Soil or Water (FM 5-551)	Test	
	833- Soils Sulfate Soil or Water (FM 5-553)	Test	