

**Architectural Services Consultant
Exhibit A
Scope of Services**

I. Purpose

The services to be provided under this Agreement will include a wide range of Architectural / Engineering services, including but not limited to, planning, environmental, buildings, technical, management, geotechnical, landscaping, design criteria for design/build, design services, permitting, administrative services, and other necessary services, to assist in the planning and management of various projects of the Department's Fixed Capital Outlay (FCO) construction program and other various projects. The funding type for designs is FCO. The Agreement will also allow for non-FCO funding. Tasks not involving FCO money can be funded through isolated Task Work Orders on a task by task basis.

The Consultant will provide qualified technical and professional personnel to perform to Department and FCO standards and procedures the duties and responsible assigned under the terms of this Agreement. The Consultant will minimize to the maximum extent possible the Department's need to apply its own resources to assignments authorized by the Department.

II. Eligibility

All firms holding an active Central Office Architectural contract as a prime consultant are precluded from competing for this contract.

III. Services

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

A. Planning

The Consultant may be authorized to perform the following services:

- Reviewing of local comprehensive plans and / or amendments
- Developing or revising project master plans or site development plans
- Assist the Department in land rezoning issues.
- Researching and advising as to required permitting of projects
- Estimating of project costs for economic feasibility
- Preparing project concept reports

B. Contracting Support

Upon proper authorization, the Consultant may assist the Department in the following activities:

- Special contract provisions, and project concept reports.

- Developing milestone schedules of overall time relationships authorized for the performance of services and coordination between various entities that are to be involved in a project.
- Developing Request for Proposals / Scope packages.
- Preparation of Notice to Proceed materials.
- Review and provide comments on consultant technical proposals and letters of interest.
- Developing design criteria packages for design/build projects.
- Provide construction drawings and specifications for construction management @ risk projects.
- Assist the Department in construction management @ risk negotiations
- Reviewing and determining validity of consultant claims for extra work and / or extensions of time for performance of services.
- Developing and issuing Request for Proposal for supplemental services.
- Developing of Request for Supplemental Services to obtain Department internal approvals for consultant performance of supplemental services.
- Reviewing and evaluating consultant fee proposals for supplemental services.
- Developing, reviewing, and documenting supplemental agreements for performance of extra work or services.
- Reviewing and approving consultants request for payment.
- Developing and implementing procedures for consultant providing contractor's shop drawing and design services during construction.
- Monitoring consultant performance
- Scheduling, tracking, and monitoring status of contracting activities.
- Providing and/or obtaining subcontract advice on technical matters.

C. Production Management Support

The Consultant may be authorized to provide

1. Project Management
 - Provide professionally qualified individuals to perform Project Management including all aspects of a project. Persons assigned to oversee Registered Professionals will themselves be Registered Professionals in the State of Florida. Variances may be granted upon request to the Department
2. Project Development
 - Manage the development of project documents
 - Develop conceptual design documents, and project design criteria
 - Review, critique, and recommend project limits
3. Project Control
 - Establish and monitor project scheduling requirements and all major

- milestone events for all design and construction activities.
- Evaluate and validate consultant submittals and their overall compliance with project milestone objectives
 - Evaluate physical progress of design activities versus schedule progress and report significant variances.
 - Prepare and issue periodic status reports on project progress and document problems and delays.
 - Prepare project estimates
 - Prepare comparative cost estimates, claims analyses, and man-hour estimates.
4. Administrative Support
- Analyze claims against the Department arising out of a project or work thereon and provide support as required to effect settlement of such claims.
 - Furnish testimony by the Consultant in hearings, or other litigation and prepare trial exhibits.
5. Design Support of other Consultants
- Review, assist in coordinating, and managing the work of other Consultants.
 - Review and comment on the preparation by Design Consultants of construction documents at normal phase submittals as required by Department procedures, and preliminary and final estimates of construction costs. Based on such reviews, recommend acceptance and approval by the Department of such plans, specifications and estimates.
 - Review design development compliance with approved design criteria.
 - Review and provide written response on the adequacy of all design consultant submittals of all plans, specifications, estimates and reports.
 - Provide value-engineering analysis and serve on value engineering teams when requested.
 - Review, validate and provide written response as to state of design completion as reported by the design consultants in their request for payment.
 - Advise and consult on questions of project design intent.
 - Monitor design consultant performance of services to determine adequacy of work performed relative to contract intent.
 - Assist in expediting and obtaining necessary permits, utility clearances, and other authorizations required for advertisement for construction.
 - Assist in preparation of revised/supplemental documentation.
 - Accomplish incidental design activities as may be authorized.
 - Review for completeness and provide written response as to the applicability of construction contract special provisions.
 - Provide geotechnical advisory services.

- Assist in determining the most appropriate project delivery system.
- Review all architectural, structural, HVAC, electrical, plumbing, water supply, stormwater, and wastewater treatment for compliance with applicable codes and procedures.
- Provide communications to and for all public awareness.
- Develop emergency contingency plans.
- Provide water main design incidental to the building.
- Provide sewer line and lift station design incidental to the building.
- Assist in reviewing indoor air quality, water remediation oversight and mold assessments.

6. Design Services

- Provide complete design services as needed.
- Provide value-engineering analysis and serve on value engineering teams when requested.
- Assist in expediting and obtaining necessary permits, utility clearances, and other authorizations required for advertisement for construction.
- Preparation of revised/supplemental documentation.
- Accomplish incidental design activities as may be authorized.
- Provide geotechnical advisory services.
- Assist in determining the most appropriate project delivery system.
- Provide communications to and for all public awareness.
- Develop emergency contingency plans.
- Provide water main design incidental to the building.
- Provide sewer line and lift station design incidental to the building.
- Assist in reviewing indoor air quality, water remediation oversight and mold assessments.

7. Permitting

- Prepare and/or review and provide written comments on permit requirements.
- Prepare permit packages and obtain permits
- Assist in expediting permit application process.
- Coordinate permit schedule with project schedule.
- Assist in review of plans and special provisions for Environmental Assessment/Environmental Impact Statement compliance.
- Review local zoning codes and requirements, and their effects on the project.
- Historical Assessments.
- Endangered Species Assessment and removal.

8. Post Design Services

- Answer construction Request for Information.
- Attend Contractor pay request meeting.

- Review and recommendation of contractor pay requests.
- Review Contractor submittals and shop drawing.
- Review change orders.
- Review time extensions.
- Provide value-engineering analysis and serve on value engineering teams when requested.
- Advise and consult on questions with respect to construction.

9. Surveying and Mapping

- The Consultant will provide professional staff to advise and confer with the Department in the performance of Professional surveying and Mapping functions as directed.
- Review, coordinate, and manage for completeness and acquiring all Surveying and Mapping work.
- Advise and consult on questions of surveying and mapping with respect to project intent.
- Incidental survey work as requested.
- Advise and consult on questions of surveying and mapping with respect to construction of the project. Establish and maintain a records system. Meet with public officials of government agencies as required.
- Provide management services necessary to coordinate, plan, execute, direct and control the surveying and mapping functions in conformance with the Department procedures and directives.

D. Environmental Management

The Consultant may be required to furnish expertise in all areas of environmental management in support of the Project Manager during the development of projects. The Consultant may be authorized to provide:

- Project Development and Environmental (PD&E) Support
- Environmental permitting Support
- Environmental Support
- Contract Management

IV. 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 shall also designate a manager for each Task Work Order who shall be responsible for working with the Consultant Task Work Order Manager to define the specific work to be performed and the schedule for completion of such work, 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.

The Department will furnish to the Consultant, without cost, the following services and data in connection with services authorized under this agreement:

- Provide all criteria and full information as to the Department's requirements for consultants' and contractor's services including objectives, constraints, budgetary limitations, and time constraints.
- Furnish all Department procedures, standards, forms, and policies applicable to the services.
- Furnish drawings, specifications, schedules, reports and other information 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, as described herein.
- Furnish all other data and materials pertinent to the services described herein.

V. 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 when new staff is added.

VI. 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.

VII. 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.

VIII. Specifications for Work

Provided below is a list of standards utilized by the Department. This list is by no means all inclusive, but suggestive of the regulations governing the Consultant's performance. The Consultant will comply with all applicable federal, state, and local regulations in performance of services.

A. Plans and Specifications

Construction Plans will be accurate, legible, complete in design, and drawn to the appropriate scale, furnished in reproducible form on material acceptable to the Department. This applies to other documents, studies, and reports.

The Consultant will ensure that all documents, studies, reports, construction plans, are prepared in accordance with the latest and adopted editions of the standards utilized by the Department including but not limited to the following:

- Florida Building Code
- ADA Accessibility Code
- National Electrical Code
- NFPA Life Safety Code
- FDOT Basis of Estimates Manual
- FDOT Drainage Manual
- FDOT Utility Accommodation Manual
- FDOT CADD Manual
- FDOT CADD Production Criteria Handbooks
- FDOT Facilities Design Manual
- ALL OTHER STANDARDS adopted by the Department

B. Survey Services

The Consultant will ensure that all survey work, as applicable, is performed in accordance with the Department's Surveying and Mapping Procedure (Topic 550-030-101); **Chapters 177 and 472, F.S.; Rule Chapter 5J-17, F.A.C.**; the **Surveying and Mapping Handbook**; and all other pertinent statutes, codes, rules, and procedures.

C. Professional Services Contract Documents

The Consultant will ensure that all contract documents and support forms have been prepared using software approved by the Department's Project Manager and stored as specifically agreed to in an individual Task Work Order.

IX. Conflict of Interest

The Consultant and its subconsultants will not enter into another contract during the term of this agreement which would create or involve a conflict of interest with the services herein. The Consultant and its subconsultants must comply with FDOT Procedure No. 375-030-006, Conflict of Interest Procedure for Department Contracts. Questions regarding potential conflicts of interest should be addressed to the Project Manager who will coordinate with Procurement for a response. Participation as a member of a design/build team on projects for which the Consultant prepared the Design Criteria Package is specifically prohibited.

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.