EXHIBIT "A"

SCOPE OF SERVICES

FINANCIAL PROJECT IDENTIFICATION (FPID) NO. 437195-1-32-02

CONTINUING SERVICES CONSULTANT: DISTRICT STRUCTURES DESIGN OFFICE

DISTRICT ONE
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I. PURPOSE

The Department requires the support of a Continuing Services Consultant (CSC) for in-house and home support to accomplish specific work products within the District Structures Design Office within District One.

The Continuing Services Consultant shall function as an extension of the Department's resources by providing qualified technical and professional personnel to perform to Department Standards and Procedures the duties and responsibilities assigned under the terms of this agreement.

The Continuing Services Consultant shall provide full time or part time staff per the scope and qualifications identified in this scope as authorized by the Department. The Department, at its option, may elect to expand, reduce or delete the extent of each work element described in this scope of services document, provided such action does not alter the intent of this agreement.

The Department shall request Continuing Services Consultant services on an as-needed basis. There is no guarantee that any or all of the services described in this agreement will be assigned during the term of this agreement. Further, the Continuing Services 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. SERVICES

A. Transportation Development – Structures Design Support

Continuing Services Consultant is responsible to perform structural engineering tasks for training and production as assigned by the District Structures Engineer or his/her designee. The Consultant shall provide any one or more of the engineering tasks listed below in support of the District Structures Program:

1. Design and preparation of complete contract plans for category 1 bridges
2. Design and preparation of contract documents for miscellaneous structures
3. Review of shop drawings and other contractor initiated documents
4. Review of Scour Evaluation Reports prepared by others
5. Preparation of structures CADD drawings
6. Project field reviews
7. Structures Related Construction Issues
8. Preparation and /or review of bridge load ratings
9. Value Engineering Study
10. Review of Permit Projects.
11. Peer review of in-house prepared structures design plans
12. Preparation of Bridge Evaluation Report
13. Review of Structures Plans prepared by others

III. PROVISIONS FOR WORK

A. Plans and Specifications

The Continuing Services Consultant shall ensure that all documents and construction plans, as applicable, are prepared in accordance with the latest standards adopted by AASHTO, Structures Design Manual, Department Standard Specifications and current implemented modifications, Department current memoranda, Department Roadway Plans Preparation Manual, and shall be accurate, legible, complete in design, and drawn to the appropriate scale, and furnished in reproducible form on material acceptable to the Department.

B. Administrative Management

Services to be provided by the Continuing Services Consultant will be initiated and completed as directed by the District Secretary or a District Director for each assignment authorized under this agreement.
The Program Manager shall furnish the Continuing Services Consultant a Task Work Order outlining the services to be performed, and the estimated fees to be paid for services authorized pursuant to the scope of services document attached to the Task Work Order. No payment for work performed shall be made to the Continuing Services Consultant until a Task Work Order has been issued (refer to attached Exhibit "B," Method of Compensation).

A “field” office rate will apply to any Consultant employee assigned to work in any District One Office for a minimum 40-hour work week when the assignment is for a period of thirty consecutive days or more. These Consultant employees will be considered full-time employees dedicated to District One. The “field” office rate will also apply to any Consultant employee assigned to any District One Office whose normal work week is less than 40-hours and the assignment is for a reduced work week equivalent to the Consultant Employees normal reduced work week. These reduced work week Consultant employees will also be considered full-time employees dedicated to District One. The “field” office rate will consist of salary + fringe + operating margin. Travel charges associated with going to/from the DOT office for these full-time District One Consultant employees will not be reimbursed.

The Consultant’s other home or branch offices may support this office. It is understood and agreed that Principals of the Consultant and its sub-consultants shall not perform billable services unless specifically requested by the Department.

Office consumables are not the responsibility of the Department. The Consultant will need to furnish their own supplies consisting of, but not limited to, paper, printer toner, pens, writing tablets, etc.

The consultant is not authorized to drive any Department owned vehicle. The consultant may, on occasion, travel with a Department employee in a Department owned vehicle as a passenger if the travel is official business.

C. Contract Management

It shall be the Continuing Services Consultant's responsibility to provide administrative services. Their responsibility consists of providing monthly progress reports, internal project assignments, monthly invoices, internal coordination, and assurance of compliance to all administrative contract procedures as they apply to the Continuing Services Consultant.
D. Conflict of Interest

The Consultant and its sub-consultants shall not enter into any other contract with the Department during the term of this agreement which would create or involve a conflict of interest with the services provided herein. Questions regarding potential conflicts of interest shall be addressed to the District One Director of Transportation Support.

The Consultant or any affiliate is not eligible to pursue advertised work in the Consultant’s area of oversight or for any project which the Consultant developed the Scope of Services. Sub-consultants are also ineligible to pursue projects where they participated in the development of the Scope of Services or have an oversight responsibility. The term “affiliate” shall mean business concerns, organizations, or individuals where, directly or indirectly, either one controls or has the power to control the other, or a third-party control or has the power to control both, regardless of whether the entities have separate vendor IDs. Indications of control include interlocking management or ownership, identity of interests among family members, shared facilities and equipment, and common use of employees.

E. Personnel Qualifications and Training

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 the Consultant performs on other contracts of the Consultant, regardless of whether or not the trainee would work on other agreements of the Consultant, the cost of the trainee’s time and expenses associated with the training is not billable to the Department and shall be a Consultant cost. If the training is associated with training requirements unique to this Agreement and not a requirement for Consultant staff assigned to work under other agreements of the Consultant, the cost of such training for time and expenses is reimbursable to the Consultant by the Department. The aforementioned also applies to new training requirements established by the Department for any work assigned during the term of this Agreement.

In summary, training requirements established by the Department during the term of this Agreement as a prerequisite for Consultant staff to perform work on this Agreement at either a field, branch or home office of the Consultant, is an indirect cost of the Consultant.
unless the requirement for training is unique to this Agreement and not required for work on any other contract of the Consultant.

The Consultant shall ensure that field office personnel assigned to work under this Agreement have the same opportunities for training as those the Consultant provides for home and branch office personnel. For work assigned by the Consultant to authorized sub-consultants, the requirements set forth herein for staff qualifications and training shall also apply to sub-consultant staff performing work under this Agreement.

F. Subcontracting

Services assigned to sub-consultants must be approved in advance by the Department in accordance with Standard Consultant Agreement. The sub-consultants must be qualified by the Department to perform all work assigned to them. In the event services of a sub-consultant are authorized, the Continuing Services Consultant shall obtain a schedule of rates, and the Department shall review and must approve any rates to be paid to the sub-consultant.

G. Project Cost Accounting

Although the Consultant is assigned work by Task Work Orders and each task work order is assigned a single general financial project identification number for billing purposes, the Consultant and its sub-consultants shall have staff performing work on this contract charge their time to the nearest quarter hour to each specific project on which work is being performed. The Department shall provide the Consultant and its sub-consultants the eleven-digit project number assigned each specific project in which the Department requires the Consultant to capture time and cost. At any given time, there may be several hundred specific projects in which staff would be charging time. The Consultant shall provide the Department each month with cost incurred for each specific project.

H. Computer Services

The Consultant will be provided access to the Department’s computer network resources in accordance with the consultant agreement and Department procedures.

The Consultant shall adhere to the Department’s policies and procedures, which govern the use of technology, computers, infrastructure, acquiring of resources, and the Internet/Intranet.
The Consultant shall promote efficient and effective use of technology staff. The Consultant is to coordinate with the District’s Office of Information Technology for any issues.

The Consultant shall ensure that computations based on computer programs other than the Department's must conform to the Department's general format. (See "Plans Preparation Manual" and amendments thereof).

IV. RESPONSIBILITIES OF THE DEPARTMENT

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

A. The Department will furnish offices for designated “field office” personnel with all necessary non-consumable items such as furniture, file space and telecommunication equipment. 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.

B. Personal computers, if provided, will be maintained by the Department for authorized Consultant staff working within a District One building. Consultant electronics are not allowed to be connected to the Department’s internal computer network.

C. Provide all criteria and full information as to the Department's requirements for consultants' and contractors' services including objectives, constraints, budgetary limitations, and time restraints. Furnish all Department procedures, standards, and policies applicable to the services.

D. Furnish drawings, technical special provisions, schedules, reports and other information prepared by and/or for the Department by others which are available to the Department
and which Department considers pertinent to Continuing Services Consultant's responsibilities, as described herein.

E. Provide pre-numbered field books in which to record field data.

F. Furnish standard Department brass disk, for concrete monuments needed for the bench line.

G. Provide existing structural and roadway plans.

H. Furnish available traffic, Safety (accident), and planning data.

I. Furnish all necessary utility relocation form letters, agreements, relocation schedules and any other document form needed by the Continuing Services Consultant to clear the project utilities.

J. Advise the Continuing Services Consultant in all utility negotiation matters.

K. Provide project utility certification to the Department's Central Office.

L. Provide sampling services to support:
   1. Testing guides.
   2. Testing procedures.
   3. Geotechnical investigations.
   4. Design guidelines.
   5. Material specifications.

M. Provide access to the Department’s computer network resources in accordance with the consultant agreement and Department procedures (presently found in procedure No. 325-000-002, Transportation Technology Manual dated March 20, 2015.)