**[Standard Format for Scope/Menu of Services – A&E PSK Price Agreement** (July 2017)**]**

**SCOPE of SERVICES MENU of SERVICES**

[Use “**Scope of Services**” when there is just a general outline of the type of tasks and deliverables that may be assigned under WOCs. Use “**Menu of Services**” when there is a detailed statement of work template that will be used as cut and paste in WOCs.]

# [Note to Procurement Specialist: Keep the note to Proposers below in the RFP, but delete it before printing the final PA.

# Note to Proposers: This is the proposed Scope of Services for this PA. The selected Proposer and Agency will negotiate the tasks and deliverables that may be assigned under a Work Order Contract (WOC). The Statement of Work contained in any assigned WOC must be within the scope of what is advertised in the solicitation and described here.

# Standardized Section Headings. The section and sub-section headings throughout Exhibit A are standardized. Please do not change order or heading names (including the assigned alpha-formatting). For example, Section D should always be “Format Requirements”, even if it is determined that some of the earlier sections are not needed. Subheadings in sections may be deleted or revised per project-specific needs.]

#### **A. PROJECT DESCRIPTION and OVERVIEW of SERVICES**

Consultant shall provide \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Services, as assigned in Work Order Contracts (WOCs), within the scope of work identified in this Price Agreement (PA) or the associated solicitation. Work tasks and deliverables that may be assigned via WOCs under this PA may include but are not limited to those listed in the sections below. The tasks and deliverables identified in this exhibit are examples and are not exhaustive. Individual WOC assignments may include any task, reasonably within to the scope of work included in this PA or the associated solicitation, as determined necessary to complete an assigned project.

# [Insert a description of the project or the types of project(s) for which Consultant’s Services are needed. State the scope of services (not specific tasks or deliverables) and objectives - this must be in line with the scope as advertised in the RFP.

# Include background information such as how the project(s) came about, who is involved, and what is to be achieved through this PA.]

**General Expectation** [Include this section if scope of work includes preparation of project designs.]

Consultant commits to oversee and direct the design the Project to obtain the greatest long-term value for the State of Oregon, and which reflects the prudent expenditure of public funds within the constraints of the Project, program, context and budget. In pursuing this goal, Consultant commits to:

* Develop a design that is appropriate for the context of the Project and the nature of its function, both present and future;
* Avoid expenditures for aesthetic effect which are disproportionate to the Project as a whole;
* Manage and facilitate all facets of the Project that are reasonably within Consultant’s control to ensure the Project is completed on or ahead of time and within budget;
* Strive to reduce the construction cost of the Project while keeping life-cycle costs low;
* Use recycled/recyclable products to the maximum extent economically feasible in the performance of the Contract; and
* Apprise Agency throughout the Project concerning the economic impact of all design decisions; and embody sound and cost-effective sustainability principles in the Services performed under the Contract in accordance with the Department of Administrative Services Sustainable State Facilities Standards and Guidelines.

**Project Phasing**

# [Indicate typical phases here or indicate project phasing in WOCs if applicable.]

[Typical City/County responsibilities that may be in WOCs on LPA projects – revise list as necessary or delete if not applicable.]

**City/County Responsibilities:**

* Attend kick-off and Project Delivery Team meetings
* Facilitate internal City/County communication and provide project coordination
* Provide written notice to Agency PA Administrator and Agency Project Manager at the first sign of delays caused by Agency, City/County or non-cooperation of any of the agencies involved in this project
* Verify Quality Assurance/Quality Control
* Conduct receipt and acceptance of all task deliverables
* Review and comment on progress submittals and invoices

Review and revise funding agreement (if needed)

**Agency Responsibilities**

[Typical Agency responsibilities that may be included in WOCs – revise list as necessary or delete if none.]

* Execution of local intergovernmental agreements (“IGA”)
* Administer, review, and revise City/County IGA, as needed
* Perform WOC administration and oversight
* Maintain a full accounting of expenditures for project
* Ensure that payment is made for those deliverables identified in the WOC statement of work which have satisfactory progress
* Process Consultant invoices for payment upon recommendation and approval by City/County
* Resolve and document non-compliance and other contractual issues
* Process amendments as required during project

**Acronyms and Definitions**

# [Provide here and in WOCs a definitions table if there are multiple acronyms or defined terms used.]

**B. STANDARDS and GENERAL REQUIREMENTS**

[Revise the following sections 1 through 6 as necessary to list any requirements that may apply to WOCs, or delete if not applicable.]

The standards and general requirements applicable to WOCs are stated below. In addition to those stated in the PA, standards and general requirements specific to an assigned project may be included in the WOC.

**1. Standards**

The standards, manuals, directives and other procedural guidance applicable to Professional Services and Related Services provided under a WOC are listed below and are incorporated by this reference with the same force and effect as though fully set forth herein.

The listed standards, manuals, directives and other procedural guidance are not exhaustive and may not include all applicable standards for a given project. **Consultant shall be responsible for determining all applicable practices and standards to be used in performing**  Professional Services **and Related Services. Consultant shall inform and demonstrate to Agency if standards, directives or practices required by Agency in performance of the work are insufficient, in conflict with applicable standards, or otherwise create a problem for the design.** Should the requirements of any reference, standard, manual or policy referenced in this PA or a WOCconflict with another, Consultant shall request Agency in writing to resolve the conflict.

Unless otherwise specified in a WOC or Contract, the most current version of applicable standards, manuals, directives and other procedural guidance shall apply. Unless otherwise specified, the system of measurement and language used in all deliverables will be English.

**[**Include the following ADA language, three paragraphs, in all PA’s.]

* **ADA Compliance – Assessment, Design, Inspection.** When the Services under a WOC include **assessment or design (or both)** for curb ramps, sidewalks or pedestrian-activated signals (new, modifications or upgrades), Consultant shall:

a.           Utilize ODOT standards to assess and ensure Project compliance with the Americans with Disabilities Act of 1990 (“ADA”), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals  meet current ODOT Highway Design Manual standards; and shall

b.            Follow ODOT’s processes for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form.

When the Services under a WOC Contract include **inspection** of curb ramps, sidewalks or pedestrian-activated signals (new, modifications or upgrades), all such inspections shall include inspection for compliance with the standards and requirements in a. and b. above.  In addition, at Project completion, Consultant shall send an ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to ODOT’s Project Manager for each curb ramp constructed, modified, upgraded, or improved as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT’s fillable Curb Ramp Inspection Form and instructions are available at the following address:

<http://www.oregon.gov/ODOT/Forms/Pages/default.aspx>

Above references to curb ramps, sidewalks or pedestrian-activated signals also include, when applicable, shared use paths, transit stops, park-and-rides and on-street parking.

[List here any applicable standards (or link to applicable standards if they are available on line).]

**[Quality Plan provision is required for all design and related services PAs]**

* **Quality Plan for Professional Services and Related Services**- A Quality Plan (“QP”) must be approved and on file with Agency before any WOCs may be assigned under the PA. The QP must be developed consistent with requirements of Agency’s “Guidance/Template for Consultants” available online at: [www.oregon.gov/ODOT/Business/Documents/Consultant\_Quality\_Plan\_Model.doc](http://www.oregon.gov/ODOT/Business/Documents/Consultant_Quality_Plan_Model.doc)**.** Consultant shall ensure quality assurance and quality control is performed in conformance with the approved QP on all Services and deliverables provided under any assigned WOCs.
* **Green Energy Technology -** For public buildings, if green energy technology is determined to be appropriate, designs must include green technologies based on at least 1.5% of the construction costs (see ORS 279C.527 and 279C.528 for applicability and reporting requirements).
* **Construction phase work** - If included in the WOC and authorized by the Agency, Consultant shall complete Construction Contract Administration/ Construction Engineering & Inspection (“CA/CEI”) Services in accordance with ODOT’s Construction Manual, the Manual of Field Test Procedures and the ODOT Inspectors Manual. All Inspection Services must be performed by Agency-certified Inspectors as required by Agency’s Inspection Quality Assurance Program (“IQAP”).

Consultant’s qualified staff shall diligently monitor the work of the construction contractor in order to determine whether the Project is constructed in compliance with the construction contract documents and any applicable current standards and Agency manuals, including but not limited to those included and incorporated in the PA. Consultant shall immediately advise Agency of any construction which Consultant knows, or with the exercise of professional care should know, fails to conform to the federal or state standards applicable to construction of the project.

[Include the following ODOT Web Standards language whenever an ODOT Contract/WOC includes consultant tasks for development or maintenance of websites or web content related to ODOT projects or programs; otherwise delete.]

* **Development or Maintenance of Websites or Web Content -**  Consultant shall perform all required web-related Services in conformance with the **ODOT Web Standards** (available at: [**http://www.oregon.gov/ODOT/Pages/Web-Toolkit.aspx**](http://www.oregon.gov/ODOT/Pages/Web-Toolkit.aspx)), which is incorporated into this PA with the same force and effect as though fully set forth herein. ODOT shall have ownership and control of Work Products developed by Consultant as set forth in the terms and conditions of the PA, Part II, Section 7 - **Ownership of Work Product**.

**2. Software Requirements**

Consultant’s software must produce deliverables that are fully compatible, readable and useable by Agency software, requiring no modification or translation of Consultant’s deliverables. No loss of data integrity or accuracy shall result from any transfer of data. Compressed data must be in a "self-expanding executable" format. To ensure and verify this level of compatibility, Agency may provide sample or required format(s) to Consultant, and Consultant and Agency may conduct tests of sample deliverables from Consultant. Agency reserves the right to reject deliverables that do not meet these requirements. If a deliverable is rejected, Consultant shall resubmit deliverables to Agency that meet these requirements, and shall not bill Agency for the rejected deliverables or for time associated with correcting the rejected deliverables.

Consultant shall deliver all Work Products in the format(s) required by Agency as may be specified in the PA or WOC. Consultant may propose alternative software for consideration by Agency. If Agency determines that the alternative software meets the compatibility requirements of this section, Agency may choose to accept the use of the alternative software. Agency will document this approval in writing.

Software standards currently used by Agency are specified below. Agency anticipates that it will update its software periodically and at such time, new software may be required by notice provided to Consultant 30 days in advance. Software standards include but are not limited to the following:

* **ProjectWise.** Use of ODOT’s ProjectWise network is required for this Project (see Exhibit L). **[Confirm applicability with APM. If not applicable, delete this requirement, Exhibit L and reference to Exhibit L in Part 1, section 4.a of the PA.]**

**3. Professional Licenses, Registrations and Qualifications**

* Consultant and its subconsultants must be duly licensed to perform the Services, as required by the applicable Oregon Revised Statutes and Oregon Administrative Rules, and other applicable laws. Consultant’s personnel and subconsultant personnel must be duly licensed to perform all Services which they will be performing under a resulting WOC, must be performing such Services under the "responsible charge" of a person so licensed (as that term is defined under ORS Chapter 672), or must be otherwise exempt from any licensing requirements applicable to the Services being performed.
* Agency may require Consultant’s Personnel to demonstrate a competency in the particular area/discipline to which they are assigned. This may include, but is not limited to, submittal of license number, resume, and work samples from previously completed services or projects.

**4. General Requirements**

* **Endorsement of Data.** Consultant shall place their official Oregon Registered Engineer seal and signature on all engineering design drawings and specifications furnished to ODOT, as well as any other materials where professional standards require such seal and signature.
* **Safety Equipment.** Consultant shall provide and use all safety equipment including (but not limited to) hard hats, safety vests and clothing if required by state and federal regulations and ODOT policies and procedures for the Services under the WOC.
* **Personnel, Materials, and Equipment**. Consultant shall provide competent personnel and shall furnish all supplies, equipment, tools, and incidentals required to accomplish the work. All equipment and tools must be in good operating condition and shall be kept in proper adjustment throughout the duration of any assigned WOCs. All materials and supplies must be of good quality and suitable for the assigned work.

**5. Compliance with Applicable Law** (in addition to those identified elsewhere in the PA.)

[If there are any applicable federal, state or local laws with respect to the Services in addition to the laws identified elsewhere in the PA, identify them here or list in WOCs. If none, delete all text and just leave “5. RESERVED”.]

**6. Design Criteria and Project Assumptions/Conditions**

[Design Criteria and Project Assumptions/Conditions, if any, will be listed in the WOC.]

**C. REVIEW, COMMENT and SCHEDULE OVERVIEW**

* Consultant shall submit all deliverables to APM or designee unless otherwise noted in specific tasks.
* Consultant shall make revisions to address Agency review comments and submit revised deliverable(s) to APM within 10 business days of receipt of Agency review comments, unless a different timeframe is specified for specific tasks or otherwise agreed to in writing by Agency.

#### **D. FORMAT REQUIREMENTS**

* Consultant shall submit draft deliverables in electronic format via email (and hard copy if requested).
* Consultant shall also submit all graphic files accompanying reports separately in .jpg or .tif formats unless specified differently by Agency.
* Each draft and final text-based or spreadsheet-based deliverable shall be provided in MS Office file formats (i.e., MS Word, Excel, etc.) and must be fully compatible with version used by Agency.
* Additional format requirements may be listed with specific tasks/deliverables throughout the SOW or in the PA/ATA/Contract.

#### **E. TASKS, DELIVERABLES and SCHEDULE**

Assigned WOCs will include a detailed statement of work and delivery schedule that may include, but is not limited to, any or all of the following types of tasks and deliverables that may be required for a given project assignment:

# [Insert list of the types of tasks and deliverables that may be required under WOCs. Delete the reference to Task Templates above if SOW included in the PA is a templated SOW.]

Task 1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1.1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Deliverables:**

**Schedule:**

1.2 \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Deliverables:**

**Schedule:**

**F. CONTINGENCY TASKS**

Projects may include Services that may or may not be needed, depending on conditions that arise or change during a WOC project period. These condition precedent Services are considered to be contingency Services and must be planned for in the WOC. Any contingency tasks or deliverables in the WOC must be within the Scope or Menu of Services included in this PA. In the WOC, each contingency item must clearly be labeled as “Contingency” and must include a defined task, deliverable(s) and a schedule. The cost for each contingency task must be identified in the WOC. When provided for in the WOC and required by Agency, Consultant shall perform contingency tasks or deliverables related to a project. Agency will formally authorize the specific contingency work and associated costs with a Contingency NTP. Consultant shall only proceed with a contingency task after Agency has issued the Contingency NTP. The budget for each contingency task is specific to that task and may not be used or billed in association with any other task.