

Chapter Eight

CONSULTANT DEVELOPED AND/OR DESIGNED PROJECTS

BUREAU OF DESIGN AND ENVIRONMENT MANUAL

Chapter Eight
CONSULTANT DEVELOPED AND/OR DESIGNED PROJECTS

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Chapter Eight

CONSULTANT DEVELOPED AND/OR DESIGNED PROJECTS

Chapter 8 documents the Department's policies and procedures to use when processing consultant developed and/or designed projects.

8-1 DEFINITIONS AND PROCEDURES

8-1.01 Definitions

The following definitions apply to Chapter 8:

1. Additional Services. Any service or action required of the consultant not identified in the Agreement or any Supplemental Agreement.
2. Agreement/Contract. The legal instrument or negotiated contract defining the obligations and considerations of the signatory parties. The term "Agreement" or "Contract" includes all Supplemental Agreements.
3. Bureau Chief. The Department's officer named in the Agreement who shall approve any change or additional work authorization.
4. Consultant. The firm providing professional services as a party to the Agreement.
5. Department or IDOT. The Department of Transportation of the State of Illinois.
6. Department or IDOT Internet Site. <http://www.dot.il.gov>.
7. Director. The director of the office of the Department who is in charge of the services under the Agreement.
8. EPAS: Engineering Prequalification and Agreement System.
9. Fixed Fee. A specified dollar amount to cover profit and certain business expenses based on the assigned complexity factor of the project.
10. Liaison Managers. The duly authorized representatives of the Department and the Consultant charged with day-to-day administration of the terms of the Agreement.
11. Prequalification. A condition that shall be met before consideration is given.
12. Project Schedule. A comprehensive description of all significant services required of the Consultant and of all actions required of the Department and approving parties by the

- obligations of the Agreement, together with the durations and/or dates for performing these services and actions.
13. Regional Engineer. The engineer in charge of the region that has jurisdiction over the services.
 14. Scope of Services (Advertised). All services and actions required of the Consultant as advertised in the Professional Transportation Bulletin (PTB).
 15. Scope of Services (Negotiated). All services and actions required of the Consultant by the obligations of the Agreement.
 16. Subconsultant. Any independent professional firm, person, or organization who, with the approval of the Department, performs a part of the services for the Consultant.
 17. Supplemental Agreement. An additional agreement modifying the original signed Agreement.
 18. Service. All engineering and related services and the furnishing of all equipment, supplies, and materials required to achieve the broad purpose and general objectives of the Agreement.

8-1.02 Acronyms

The following are common terms used with consultant developed and/or designed projects:

1. AA Affirmative Action.
2. A/E Architectural-Engineering.
3. AFC Annual Fee Capacity.
4. AU Agreements Unit.
5. BBFM IDOT Bureau of Budget and Fiscal Management.
6. BIC IDOT Bureau of Investigations and Compliance.
7. BoBS IDOT Bureau of Business Services.
8. BDE IDOT Bureau of Design and Environment.
9. CA Certification Acceptance.
10. CAAS Consultant Agreement Approval Sheet.
11. CECS Cost Estimate of Consultant Services.
12. CEUF Consultant's Employee Utilization Form.

13. CFR Code of Federal Regulations.
14. COD Contract Obligation Document.
15. CPO Chief Procurement Officer.
16. CPFF Cost Plus Fixed Fee.
17. CSC Consultant Selection Committee.
18. CU Consultant Unit.
19. DBE Disadvantaged Business Enterprise.
20. DLM Direct Labor Multiple.
21. EEO Equal Employment Opportunity.
22. EPAS Engineering Prequalification and Agreement System.
23. FHWA Federal Highway Administration.
24. OMB The White House Office of Management and Budget.
25. OP&P IDOT Office of Planning and Programming.
26. PPB Procurement Policy Board.
27. PSU Project Support Unit.
28. PTB Professional Transportation Bulletin.
29. QA/QC Quality Assurance/Quality Control.
30. SAPCS Standard Agreement Provisions for Consultant Services.
31. SEFC Statement of Experience and Financial Condition.
32. SOI Statement of Interest.
33. TS&L Type, Size, and Location Plan.

8-2 PREQUALIFICATION AND SELECTION

8-2.01 Use of Consulting Engineering Firms

Extensive engineering activity is required to complete the Transportation Improvement Program (e.g., performing necessary studies, preparing construction plans and specifications for advertising construction projects, inspecting construction activities). To accomplish the Program without appreciably increasing the number of IDOT personnel or performing services for which the Department does not have specialized expertise, the Department uses outside consulting engineering firms. Engineering and Land Surveying consulting firms' services are procured under the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act; 30 ILCS 535-1 et seq., the Selection of Architectural, Engineering and Land Surveying Services, 44 Ill. Admin. Code 625, and Departmental Order 6-2.

8-2.02 Prequalification of Consultants

All Architectural-Engineering (A/E) Consultants desiring to provide services to the Department, whether as Prime or Subconsultant, are prequalified before any consideration is given to their respective Statements of Interest; see Section 8-2.04(a). Prequalification must be obtained no later than the final date established for the receipt of Statements of Interest for any particular work. However, a Consultant that is prequalified for one or more types of work on the final date established for the receipt of Statements of Interest may submit supplemental information as necessary to establish prequalification for additional types of work. This supplemental information must be approved no later than three working days prior to the Consultant Selection Committee meeting; see Section 8-2.05(a). The following items discuss the prequalification procedures:

1. SEFC Filing. A properly completed Statement of Experience and Financial Condition (SEFC) with required attachments are filed through an on-line application called EPAS; see IDOT's website. Because of varying workloads, the Department cannot guarantee a SEFC will be processed by a particular date. Therefore, any Consultant desiring prequalification for a particular project should complete this process as early as possible.
2. Prequalification Notification. The BDE analyzes SEFC and attachments and notifies the Consultant of the size and types of services it is qualified to perform. When this notice is given, the Consultant is prequalified. The size of service that a Consultant is qualified to perform is based on its annual fee capacity.
3. Annual Fee Capacity. A Consultant's annual fee capacity is an evaluation of its technical and professional staff's ability to generate an annual volume of work. To estimate the maximum annual fee capacity of a Consultant to perform transportation or architectural work, the larger of the fees computed by the following two methods is used:
 - the fee produced by multiplying the total number of technical staff by \$200,000, or,

- the fee produced by multiplying the total number of professional staff by \$800,000.

To determine the annual fee capacity of Consultants performing aerial mapping services only, the figure of \$700,000 per plotter/operator is considered appropriate or the fee produced by multiplying the total number of technical staff by \$200,000. The following presents general application guidelines:

- a. Determining Performance Ability. To determine a Consultant's ability to perform a project, the total uncompleted volume of transportation-related work is subtracted from the annual fee capacity, as determined above, to arrive at an unobligated fee capacity. Appropriate consideration is given to instances where a Consultant's uncompleted work is expected to extend over a period of more than one year. To be eligible for consideration, such unobligated fee capacity shall equal or exceed the estimated annual fee of the project for which the Consultant is seeking to perform.
 - b. Determining Staff Sufficiency. To determine whether a Consultant is sufficiently staffed to do a construction supervision project, the estimated overall fee for the project is reduced by one-half for the comparison to account for the seasonal hiring by the Consultant for this type of work.
4. Period of Effectiveness. The prequalification notice provided in Item 2 above is effective, unless otherwise changed by the Department, from the time notice is given until six months after the end of the Consultant's current fiscal year. At that time, the prequalification automatically expires and the Consultant's Statement of Interest cannot be considered until prequalification is re-established. To avoid expiration of prequalification, a Consultant renews and submits the Corporate and Financial Information section of SEFC as early as practical after the end of each fiscal year. In addition, Consultants submit a new SEFC (i.e., the Experience and Staffing) every three years. The due date for the new SEFC is noted in the firm's last prequalification letter. The schedule for new SEFC's is also located in the EPAS manual.
 5. Changes within the Consulting Firm. Each Consultant notifies the Department within 15 working days of key personnel changes.
 6. Evaluation and Prequalification Status. A Consultant is removed from the list of prequalified firms for a category when a final evaluation of Poor or Substandard is given by the Department. For specific information on consultant evaluations, see Section 8-4.05.
 7. Prequalification Inquiries. All inquiries regarding the procedures or information required for prequalification are referred to in the EPAS instructional manual on the Department's website.

8. Confidentiality of Information. The Department maintains and treats all information required under this section as confidential for use only by the Department or other governmental agencies entitled by law or agreement.
9. Categories of Service. The Department prequalifies A/E Consultants in the categories of service. A description of the work involved in each category and the minimum requirements are available on Department's website.
10. Professional Licensing and Registration. A Full-time employee who has acted in a leadership role on relevant projects is required when the prequalification category requires Illinois licensing or registration. Consultants, committing or pledging individuals, or persons on retainer are not considered to meet the minimum requirements for prequalification, except as noted for Environmental Reports. See "Description and Minimum Requirements for Prequalification" on the Department's website. The experience of the licensee or registered must be relevant to the category of transportation work and performed within the time frames specified in "Description and Minimum Requirements for Prequalification" available on the Department's website.
11. Support Staff Experience and Training. Prequalification also requires a support staff of engineers and/or technicians with relevant experience or training. The lack of relevant experience or training of the support staff may result in denial of prequalification.
12. Required Documentation. Consultants requesting prequalification, upload documentation through EPAS of their previous work outlining:
 - firm and key employee pertinent experience, and
 - capabilities of current staff.

The Department may, at its discretion, make on-site visits to the Consultant's office to verify the information set forth in SEFC is submitted.

8-2.03 Request for Consultant Services

Use the following general guidelines when requesting consultant services:

1. Project Selection Proceedings. The Consultant Unit (CU) requests offices, districts, and bureaus submit candidate projects approximately 6-8 weeks prior to publishing a Professional Transportation Bulletin (PTB). Actual dates are shown on the Schedule for Professional Transportation Bulletins available on BDE's internal SharePoint site.
2. Preparation of Form A/A-1. Information is entered into A/A-1 section in EPAS; see District EPAS manual available on BDE's internal SharePoint site.

To request engineering services use the following guidelines:

- a. Cost Estimate. A detailed cost estimate (not required for work order projects) is prepared by the submitting IPM ensuring adequate funds are programmed for the

advertised project. Where insufficient funds are programmed, IPM works with OP&P to secure the necessary funds. The detailed cost estimate is retained in the originating office's file for use during negotiations. The total required dollars are entered into EPAS; see district EPAS manual available on BDE's internal SharePoint site.

- b. Proposed Project Advertisements. In conjunction the information contained on the A/A-1 page, the requesting IPM submits a proposed advertisement for PTB. The project is advertised after approval by the originating area's division or office director. The advertisement is prepared in EPAS for review, coordination, final preparation, and issuance. Use the PTB guidelines (see BDE's internal SharePoint site) and previous advertisements when preparing project advertisements.
 - c. Urgent Consultant Need. When the selection of a Consultant is urgent and special advertisement is required, submit the request with justification to BDE. BDE requests concurrence from the Secretary of Transportation through the Director of Program Development to either hold a special bulletin/selection or to use a Secretary Selection according to the appropriate laws and rules.
3. Dissemination of Materials. After all divisions and IPMs have completed the information on A/A-1 and advertisement in EPAS, the information is distributed to the following individuals for comment:
 - Director of the Office of Program Development, and
 - Director of the Office of Planning and Programming.
 4. Presentations for Advertisements. Presentations may be required as part of a Consultants SOI and the request for presentations is included in the advertisement. Presentations may be required if:
 - Estimated engineering fee is greater than \$10,000,000,
 - Extremely complex project,
 - High visibility, and
 - Specialized Services.

Review and final determination of the need for presentations is determined by the requesting bureau/office and the Director of Highways Project Implementation or Director of Program Development on a project by project basis. The presentation process is overseen by CU.

Short Listing: The requesting Bureau/Office is responsible for determining criteria for the review of submitting firm's Statements of Interest. Criteria are required before Statements of Interest are submitted. The Bureau submits documents with the criteria for the specific job for CU file. This is specific for the projects but in general criteria consists of:

- Firm's capability and project team experience,
 - Understanding the scope and goals of the project,
 - Demonstrated successful past performance on Project Management Team oversight, and
 - Independence and innovation.
5. The SOI's are reviewed by the requesting office and the top scoring firms are requested by letter and e-mail to do presentations. Typically, the top four firms are chosen. Firms are also notified if they are not being requested to do a presentation.
6. PTB Advertisement. After incorporation of any comments from the Director of Program Development the advertisements are completed for publication in the next PTB. When projects are dropped from the list to be advertised, appropriate Directors, Regional Engineers, or Bureau Chiefs are informed of the reason(s) for not advertising the projects.

8-2.04 Advertisement of Need

Official notice of the need for architectural or engineering services by the Department is published in an IDOT Professional Transportation Bulletin (PTB). The PTB schedule is available on the Department's website and the Notice of the PTB publication is sent through the IDOT's subscription service. Each advertisement describes the requirements of the project as they apply to:

- the project's scope of work,
- the time for completion,
- the necessary professional and technical expertise, and
- the required proximity of the Consultant to IPM in charge of the work, if applicable.

8-2.04(a) Statements of Interest (SOI)

Consultants desiring consideration as a Prime Consultant for a project submit, through EPAS, a Statement of Interest by the date and time specified in PTB. The PTB also specifies the types of information required in the Statement of Interest. See SOI Entry in the EPAS Instruction Manual located on the Department's website. This information includes:

- a staffing plan that designates key personnel and shows the number and classification of personnel assigned to the project, along with their current office location, and any work that the Consultant proposes to subcontract;
- estimated time requirements for completion using the proposed staff,

- the known work load of the Consultant's transportation staff,
- the existing office where the majority of the work will be performed,
- a completed disclosure form,
- a completed Delinquent Debt Certification, and
- a completed Disclosure of Business Operation in Iran.

8-2.04(b) Confirmation of Eligibility

The Department determines the eligibility of each Consultant responding to a project advertisement. A Consultant is considered ineligible from the selection process for any of the following reasons:

- the Statement of Interest was not completed and/or not received by the deadline,
- the firm is not prequalified for the type(s) or volume of services required,
- the firm does not have sufficient expertise or work force for the particular job,
- the firm does not have a sufficient financial rating or accounting system for the type of contract contemplated, or
- the owning Railroad determines that the particular Consultant is unacceptable on projects when the Consultant is retained to prepare construction plans for a facility, which will carry railroad traffic.

Any Consultant determined to be ineligible under this section is notified of such determination and the reason(s) therefore.

8-2.04(c) Preliminary Review and Ranking

Following the confirmation of each Consultant's eligibility, each Statement of Interest is reviewed for: firm's experience data, staffing, and any evaluations of previous work for the Department. Based upon this review, each candidate firm is ranked in order of apparent ability to perform the work. This review and ranking takes into consideration at least the following factors:

- previous experience in the type(s) of service required,
- the staffing plan and specific expertise of key employees,
- the plan for accomplishing the objectives, if applicable, as stated in the requirements of the PTB,

- the Department's evaluations of prior contractual services with IDOT, if any; and
- comments furnished by the requesting division or office.

Depending upon the type of project, the following factors also may be important in selecting a Consultant:

- the location of the Consultant's office in which the majority of the work on the project will be performed, and
- the Consultant's proposed utilization of Disadvantaged Business Enterprise subconsultants.

The Consultant Selection Committee (CSC) reviews information including the ranking of each Consultant and the additional information described above. The information also indicates those Consultants determined to be disadvantaged business enterprises in accordance with the Department's eligibility criteria.

The CSC determines which projects, by their nature and the corresponding qualifications of the proposing minority-owned firms are suitable for implementing in an applicable affirmative action program. Any unresolved differences between the reviewers will be brought to the attention of CSC.

All information developed or provided under this section is advisory only and has no binding effect upon CSC. The Department maintains and treats all such information as confidential for use only by the Department or other governmental agency entitled by law or agreement.

8-2.05 Consultant Selection

8-2.05(a) Consultant Selection Committee

The Consultant Selection Committee (CSC) consists of the following members:

1. Chairperson. The Deputy Secretary of Transportation for Project Implementation, or his/her designee, serves as member and chairperson of up to nine-member CSC.
2. Department Members. Three of the remaining seven members of CSC are from the Department. Specifically, they are:
 - The Director of the requesting office, or that Director's designee (currently the Director of Finance and Administration is the designee),
 - the Regional Engineer, or designee, or the central office Bureau Chief, or designee, from the same division or office, as designated by the Director, and
 - the Director of the Office of Planning and Programming, or designee.

In the event that the office requesting the services is the Office of Planning and Programming, CSC meets and operates as normal except the Director of Planning and Programming has only one vote and CSC has only seven members and seven votes.

3. Public Members. The other four members of CSC are from the public and have professional experience in either transportation or engineering. Two are appointed by the Secretary of Transportation and the other two by the Illinois Society of Professional Engineers (ISPE). Each public member is appointed for a term of two years. If a public member does not complete the term, another member is appointed by the Secretary or ISPE, in accordance with the original appointment, to serve the remainder of the uncompleted term.
4. Diversity. It is the goal of the Department that membership of CSC reflects the ethnic and cultural diversity of the population of Illinois. In furtherance of such, the Department has a goal that two or more of the members of CSC are females or minorities. Additionally, the Department has a goal for CSC membership to reflect the geographic diversity of the population of Illinois.
5. Pursuant to the Illinois Procurement Code, 30 ILCS 500 *et seq.*, Public Officer Prohibited Activities Act, 50 ILCS 105 *et seq.*, Selection of Architectural, Engineering and Land Surveying Services, 44 Ill. Admin. Code 625, and Department Personnel Policies Manual (PPM) all CSC members are required to sign a Compliance, Conflict of Interest, and Confidentiality statements before selection. The CSC members sign the statement attesting to an understanding of the confidentiality, compliance, and conflict of interest policies established by the State of Illinois. This document is updated on a two year cycle or as needed by the Office of Chief Counsel and signed/re-signed by the CSC members. The CU retains these documents.

The CSC meets when called by its Chairperson. This meeting is usually scheduled approximately 7 to 8 weeks after the Consultant Statement of Interests are due. The selection date is stipulated in the Professional Transportation Bulletin and on the Schedule for Professional Transportation Bulletins located on the Department's website.

To conduct business, CSC shall have a quorum. A quorum consists of at least four members; at least one of who is a public member.

Where another governmental body, or bodies, is contributing to the funding of a particular contract, CSC may, at its discretion, take either of the following two actions:

- Permit such governmental body, or bodies, to provide one or more representatives to serve as member(s) of CSC with a total of one vote, or such fractional vote as may be prescribed by the Department. In some instances, this option may result in a total CSC membership of more than eight and a total number of votes in excess of eight, with respect to the affected services.

- Select a number of Consultants, typically three, in the typical manner, in no order of preference; the Department then may permit the governmental body, or bodies, to select one Consultant from that group selected by CSC.

8-2.05(b) Selection Procedures

The following procedures are used when selecting the Consultant. Political affiliation of the Consultant shall not be considered during the selection process.

1. Preliminary Vote. The CSC members review the rankings for the Consultants, as well as any of the additional information described in Section 8-2.04(c) and, by voice/electronic vote, reduce the number of Consultants under consideration to three, or fewer where fewer than three have submitted acceptable Statements of Interest.
2. Written/Electronic Ballot. First, second, and third choices are determined by a plurality vote of those CSC members in attendance. This second round of voting is by written/electronic ballot.
3. Policy Against Multiple Awards. Selection of a single Consultant as first choice for more than one project is not made in a single session unless such selection is determined necessary. The reasons therefore are recorded in the CSC's records, and a majority of the committee members approve, by written ballot, such reasons. For purposes of this part, "single session" means and includes one or more meetings necessary for CSC to make all selections from a single Professional Transportation Bulletin.
4. Identity of Firms. The identity of the second and third ranked firms is maintained and treated by the Department as confidential for use only by the Department or other governmental agencies entitled by law or agreement. However, if negotiations fail with the first ranked firm, the identity of the second ranked firm then is considered public information. Similarly, if negotiations fail with the second ranked firm, the identity of the third ranked firm is considered public information.
5. Notification of Selection. The first ranked firms are notified of the following information:
 - PTB and item number of selection,
 - date and time of the negotiation meeting, and
 - request for current payroll by employee, classification, hourly rate, and raise schedule for their firm and any proposed Subconsultants.

A list of the top ranked consultants and corresponding projects is available on the Department's website. All prequalified firms on the subscription server are e-mailed when the list is available.

8-3 AGREEMENT NEGOTIATION AND PROCESSING

8-3.01 General

The Department's project manager initiates negotiations with the top ranked firm. If a successful conclusion cannot be obtained, negotiations are formally terminated. Negotiations with the second ranked firm are then initiated. Similarly, if negotiations fail with the second ranked firm, negotiations with the third firm are initiated. Prior to the second and/or third ranked firms being contacted, the director's concurrence is required.

The term "negotiation" includes all of the steps necessary, following the selection of a Consultant, to arrive at a signed Agreement and to authorize the work. This includes negotiation meetings to reach agreement on:

- scope of work,
- man-hours,
- schedule of completion,
- subconsulted work, and
- non-salary direct costs.

Negotiations also include:

- reaching agreement on the acceptable average payroll rates for the project;
- approving the detailed fee estimate and proposal from the Consultant firm and obtaining authorization from the Federal Highway Administration (when Federal participation is anticipated),
- obtaining signatures to the Agreement, and
- authorizing the work.

8-3.02 Scope

8-3.02(a) Scope of Services Meeting

The scope of services meeting is the first step in the process leading to the execution of an Agreement and authorization to proceed with the work. For simple and typical projects, the scope of services can be determined in one meeting whereas more complex jobs may require multiple meetings to delineate the scope of work. The initial scope of services meeting date is specified in the project advertisement in the Professional Transportation Bulletin.

The Department's project manager chairs the meeting, records attendance, distributes data, and informs the Consultant to keep minutes of the meeting and to furnish the minutes to those

in attendance. The chairperson discusses with the Consultant and Subconsultants the following items:

- Standard Agreement Provisions for Consultant Services (SAPCS), (see Department's Website),
- Architectural and Engineering Report and Negotiation Guidelines for Engineering Agreements and Supplements, see BDE Procedure Memorandum 17-09 (see the Forms Master List for the latest BDE 17-09 form), and
- Quality Assurance/Quality Control Guidelines; see Section 8-6.

The Department personnel answer questions about SAPCS and discuss Equal Employment Opportunity and Affirmative Action Plan requirements. The Consultant is asked to review the Architectural and Engineering Report and Negotiation Guidelines for Engineering Agreements and Supplements and to be prepared to answer the questions in the report.

Final scope details may be completed in subsequent negotiation meetings.

The method of reimbursement is explained and the firm informed when a Start-Up Agreement is anticipated. The Consultant reviews all the material furnished and prepares man-hours, average hourly rates, and direct non-salary costs for the project. Subsequently, the Consultant submits, on the applicable forms, the Cost Estimate of Consultant Services (CECS), Average Hourly Payroll Rates, and Direct Cost all on IDOT forms found on the Department's website. The Consultant and Subconsultant(s) are reminded to submit electronically their payroll rates and direct costs, to facilitate the Agreement process. The Consultant also includes in its submittal CECS and Direct Costs for all Subconsultants working on the project.

8-3.02(b) Scope of Work

A well-defined scope of services facilitates the negotiation process. The better the understanding of the scope of services between the Consultant and the Department, the easier it is to develop a fee that is acceptable and reasonable to both parties. It is vital that all parties become familiar with the project. To this end, the Department's project manager sends a preliminary engineering information package containing all the pertinent project information to the selected Consultant immediately after selection notification, allowing the Consultant and the Subconsultants to be active participants during the first meeting. The final negotiated scope, by law, must fall within the advertised scope for the project. However, the negotiated scope does not need to be as all-inclusive as the advertised scope.

The overall scope of work is described and the schedule of completion is discussed, on which general agreement is reached. The Consultant is reminded of the Department's policy concerning Quality Assurance/Quality Control (QA/QC), and is asked to submit a project specific QA/QC plan for review and approval, including specific hours for QA/QC in his/her proposal.

On Phase II projects, the Consultant includes specified hours for consultation during Phase III of the project. The Consultant is furnished preliminary information pertinent to the work, such as:

- Phase I study reports,
- environmental documents,
- aerial photography,
- mapping studies,
- traffic data,
- survey data,
- old plans, and
- samples of final product format.

8-3.03 Methods of Compensation

The following are the methods of compensation used by the Department:

- cost plus fixed fee (CPFF),
- unit of work; and
- specific hourly rates.

The Contract specifies a maximum amount payable for direct labor, for direct costs, and a total contract amount, none of which is exceeded unless adjusted by a Supplemental Agreement. The method of compensation for work by a Subconsultant is the same as the Prime Consultant's method of compensation.

8-3.03(a) Cost Plus Fixed Fee (CPFF)

This method of payment compensates the Consultant for actual payroll, overhead & fringe benefits, and direct costs plus a fixed fee. Use this method of compensation for work involving aerial mapping, geotechnical engineering, special waste, or asbestos abatement; Federally funded projects; and on all project specific Agreements.

R = Complexity Factor: 0.00, 0.035 or 0.07

Compensation = DL + DC + OH + FF

DL = Direct Labor

DC = Direct Cost

OH = Overhead & Fringe Benefits Rate

SubDL = Subconsultant Direct Labor

Prime Consultant Fixed Fee formula: $(0.37 + R) DL + \%SubDL$

%SubDL is: 1 to 2 Subconsultants = 10% of direct labor of Subconsultants

%SubDL is: 2 to 4 Subconsultants = 12% of direct labor of Subconsultant

%SubDL is: 5 or more Subconsultants = 15% of direct labor of Subconsultants

Subconsultant Fixed Fee formula: $(0.37 + R)SubDL$

When firms combine forces to create a Team, neither firm shall be considered a Subconsultant for the purposes of calculating the subconsultant direct labor.

8-3.03(b) Unit of Work

Unit of work involves compensating the Consultant in units such as “each” or “feet.” Rates are established in the Agreement and include all costs including profit. The unit of work method of payment often is used for geotechnical, thermographic, ground penetrating radar, subsurface utility and special waste contracts.

8-3.04 Negotiations

The negotiation meeting is one of the most important steps to the success of the project. It is vital that all parties become familiar with the project and come prepared to participate in the meeting. The project team for both the Department and the Consultant, including Subconsultants, should be active participants in this process.

The end result of the negotiations is a well thought out and clearly documented understanding of the anticipated project scope and level of effort. The Department and the Consultant's representatives (i.e., individuals with the authority to modify original man-hour estimates) negotiate to clarify the extent of the effort involved in completing various work tasks.

For a successful negotiation immediately after selection, provide the consultant the following:

- any pertinent project information, (i.e. schedules, reports, survey data, etc.),
- the “Consultant Scoping and Negotiation Check Sheets” for the project, and
- a detailed list of tasks for which hours will be negotiated. The list of tasks is taken from the independent man-hour estimate completed prior to advertising the project. Also you this estimate in evaluating the number of hours the Consultant proposes for each task to establish the final project upper limit.

The negotiations should culminate with agreement on the following items:

- scope of work,

- project schedule,
- man-hours required,
- direct costs,
- QA/QC plan,
- QA/QC hours specified,
- Phase III hours in Phase II projects, and
- All of the above items for each Subconsultant.

The Department's project manager and the Consultant also reach agreement on the procedure for the work progression and the line items of work to be shown on the monthly progress report. It is imperative that the Department's project manager ensures that the appropriate Department personnel and the Consultant are thoroughly familiar with the Agreement and the SAPCS, particularly with Sections 2.24, 2.32, 2.37, and 2.4, because improper procedures under these sections of the SAPCS may preclude payment to the Consultant.

8-3.05 Cost Proposal Packages

After negotiations have been completed, the Consultant submits a proposal package to the IPM. Instructions and forms for preparing the proposal are available on the Department's Consultant Services SharePoint site. The IPM verifies the proposal is consistent with negotiations and all the proper forms are completed and submitted with the required IDOT approvals through the BDE SharePoint site for further processing. The proposal package contains the following items for the appropriate type of project:

1. Prime Agreement Proposal Package.^{*} Consists of the following:
 - draft Scope of Work^{*} with schedule,
 - BDE Procedure Memorandum 17-9,
 - Negotiation Meeting Minutes,
 - Cost Estimate Of Consulting Services (CECS), including QA/QC and Phase III hours/costs broken out,
 - Consultant Employee Utilization form (BDE 2350),
 - EEO/AA/Title VI Section form (EEO 1981),
 - Direct Costs (BDE 436), and
 - CAAS^{*} - for costs that exceed 10% of the estimate given to CSC.

^{*} Uploaded to the BDE SharePoint site.

2. Subconsultant Agreement Package.^{**} Consists of the following:

- Cost Estimate Of Consulting Services (CECS),
- Consultant Employee Utilization form (BDE 2350),
- EEO/AA/Title VI Section form (EEO 1981), and
- Direct Costs (BDE 436).

** The Prime Consultant posts all Subconsultant Agreements on the Vendor Documents site with the Subconsultant disclosure forms prior to the Prime Consultants' authorization to proceed.

3. Various/Various Prime Agreement Package. Consists of the following:

- draft Scope of Work,*
- Architectural & Engineering Report & Negotiation Guidelines for Engineering Agreements & Supplements (BDE 17-09),
- Negotiation Meeting Minutes,
- Consultant Employee Utilization form (BDE 2350),
- EEO/AA/Title VI Section form (EEO 1981), and
- Direct Costs (BDE 436).

4. The IPM's approvals included in the proposal package. The IDOT's project manager (IPM) includes in the proposal package affirmation of the following:

- IPM's review and approval of all consultant prepared forms,
- an independent check of the man-hour estimate is on file in the IPM,
- the negotiated scope is within the scope of the advertisement,
- IPM's approval of all the submitted direct cost and labor costs,
- IPM's approval of the QC/QA plan included in the IPM project file,
- IPM approval of the minutes of the scoping and negotiation meetings, and
- the negotiated DBE percent participation meets or exceeds the advertised goal.

For Prime Agreements that exceed the estimated fee by more than 10%, a Consultant Agreement Approval Sheet (CAAS) stating reasons for the cost overrun with costs and man-hours for each reason is uploaded to the BDE SharePoint site.

8-3.06 Agreement Processing

Upon receipt of the proposal package from the IPM, BDE conducts the following steps:

- verifies the program numbers and dollar amounts through the Office of Planning and Programming (OP&P),
- requests Federal authorization from the BDE Program Support Unit for projects Federally funded,
- prepares independent check of extensions and escalations and all costs can be supported,
- ensures the negotiated scope is within the advertised scope,
- ensures QA/QC hours of all projects and Phase III hours in a Phase II Contract are included,
- ensures the Consultant disclosure information are current, complete, and approved,
- checks on the status of the Consultant insurance, and
- secures the procurement waiver or ensures project information is posted for at least 30 days.

The Agreements Unit resolves any findings. This may involve discussions with IPM and Consultant. After all issues have been mutually resolved, the Agreement is sent to the Consultant for signature. The Consultant reviews the Agreement, signs it, dates the signature but does not date the Agreement, and returns all copies to BDE. BDE obtains the appropriate signature(s) (including the date each signature is written) on behalf of the Department. Once the Agreement is fully executed, the Consultant and IPM are notified to proceed with the work. A fully executed copy is sent to the Consultant and uploaded into EPAS. An original copy is placed on file in BDE. The IPM will receive a copy of the approved Contract Obligation Document (COD). Work done prior to Department authorization date is not eligible for reimbursement.

8-3.07 Funding Approvals and Federal Authorizations

Upon receipt of a proposal package from the IPM, the Agreements Unit requests verification of the program code number and the type & amount of funds (State or Federal) from OP&P. Once the information is received from OP&P, the agreement manager initials and includes the funding sheet in the project file.

When Federal funds are to be used, the Agreement Manager requests Federal authorization through the BDE Program Support Unit (PSU). The PSU requests FHWA's authority to proceed with the work. Once authorization is received, a copy of this request and the FHWA authorization furnished by PSU is included in the project file. Work done prior to FHWA authorization date is not eligible for Federal participation.

Compliance with all aspects of 23 CFR 172 and OMB Circular No. A-102 is required and shall be documented. Lead-time of three weeks is estimated for obtaining FHWA authority to proceed, provided IPM has submitted prerequisite programming material (OMB Standard Form 424).

8-3.08 Cost Approvals

When the first ranked firm is notified after selection, current payroll by employee and classification, hourly rates, and raise schedule are also requested emailed to BDE in the correct form.

The BDE completes an independent CECS for each firm on the project once a complete proposal package is received. The Agreement Manager reviews the independent CECS and discusses any differences with Consultant, and IPM, until consensus is reached. The disposition of the differences is kept in the project file.

Delays in sending wage rates and direct costs (with appropriate back-up information) to BDE results in a delay in processing the Agreement.

After the Agreement is executed, a COD form is prepared by the Agreements Unit and along with a copy of the executed agreement is submitted to the BoBS for approval. Funds, by law, are obligated and the Agreement filed with the State Comptroller within 30 days of the date of the Agreement.

If the 30-day deadline is not met, a late filing affidavit is required.

On projects using bond funds, the funds are released by BBFM. A request memorandum is prepared by PSU listing such projects. The PSU then notifies the Agreements Unit when the bond funds are released.

The Bureau of Investigations and Compliance is also responsible for performing a final audit on completed projects. The administering IPM should request that the appropriate audit be made at the time the Consultant's final invoice is submitted for payment.

8-3.09 Signature Authority

Every Contract must contain the Secretary's signature. A card must be on file with the Comptroller for the IDOT personnel with the Secretary's signature authority. The Secretary of Transportation has delegated signatures for Consultant Agreements; see Departmental Order 2-2. Each Agreement contains a line for the Secretary of Transportation's signature (signed by the delegated authority) followed by a line for the delegated authority's own signature.

8-3.10 Authority to Proceed**8-3.10(a) Letter of Authorization**

A Letter of Authorization is sent to the Consultant with a "blue-backed" original of the fully executed Agreement. Copies of the Letter of Authorization are electronically transmitted to the administering IPM. The following items are distributed as indicated:

- the Agreement-original in BDE's project file and electronic copy in EPAS,
- an approved COD form- emailed to IPM and copy in BDE's project file, and
- the FHWA authorization, if Federal funds are utilized- copy in BDE project file.

The Department's project manager verifies in EPAS the firm's insurance is up to date before approving payments made to the Consultant.

Prior to issuance of the Letter of Authorization, the Agreements Unit reviews the entire file and ensures all required clearances/approvals for authorization (e.g., by the FHWA, BBFM (bond funds), procurement waiver/advertisement, design approval or risk management approval) have been obtained.

8-3.10(b) Risk Management

Authorization to proceed for Phase II projects is possible without design approval if risk management is approved. Only projects with completed public involvement, a draft Phase I report reviewed by BDE, and funded with STATE only funds are considered for risk management. The Department's project manager requests risk management from BDE. Authorization request for a Start-Up Agreement does not include risk management approval.

8-3.11 Early Authorization To Proceed

8-3.11(a) Start-Up Agreement

At the option of the Regional Engineer/Bureau Chief or agency head, the Regional Engineer/Bureau Chief/ Agency Head may authorize the Consultant to begin work by obtaining approval through BDE and signing a Start-Up Agreement.

Immediately after the final negotiation meeting, the IDOT project manager (IPM) completes and uploads to BDE's SharePoint site, a Start-Up Agreement request memorandum. The IPM is sent approval or denial of the Start-Up Agreement. The IPM works with the Office of Planning and Programming to resolve any funding issues with the Start-Up Agreement.

The Start-Up Agreement request is granted when the disclosures for the Prime Consultant are clear and a procurement waiver granted. Approval of the request for a Start-Up Agreement does not include approval of risk management. A separate risk management request is submitted to BDE.

The IPM, upon receiving a complete proposal package from the Consultant, and approval for the Start-Up Agreement, enters into a Start-Up Agreement with the Consultant using the Start-Up Agreement template. The Agreement amount may be for no more than 40% of the Prime Agreement negotiated amount. Non-Federally funded Start-up Agreements for \$249,999 or less can be executed by the Regional Engineer or corresponding Office Director for Central Bureaus. Federally funded Start-up Agreements and Start-up Agreements of \$250,000 or more shall be executed by the Central Office and the necessary signatures shall be coordinated by BDE. The

District or Central Bureau may authorize the consultant to begin work after the Start-Up Agreement is authorized. The Consultant may then work up to the Start-Up Agreement dollar amount. The Start-Up Agreement should not exceed the contract term length or two years, whichever is less.

The IPM e-mails copy of the fully executed Start-Up Agreement to the Preliminary Engineering Section within 1 week of signing the Start-Up Agreement authorization. Failure to do so might result in a late filing affidavit by IPM and delay processing the proposal package. The Preliminary Engineering Section develops COD for the Start-Up Agreement.

Once the Prime Agreement is executed, it supersedes and includes costs stated in the Start-Up Agreement. The Consultant may start, complete, and invoice for the work as specified in the Start-Up Agreement prior to the authorization of the Prime Agreement. No other work may be started until the Prime Agreement has been executed, and the Consultant authorized.

No supplements are written on the Start-Up Agreement. The Consultant may not invoice for work until COD is approved. The Preliminary Engineering Section tracks the Start-Up Agreement through EPAS. Once approved and executed, a PDF version of the executed Agreement and the approved request are found in EPAS. Copies of the Start-Up Agreement template and request memorandum template for the Start-Up Agreement are on BDE's SharePoint site.

8-3.12 Contract Administration

Administration of the project agreement is the responsibility of the agency (IPM) requesting use of a Consultant. The IPM is responsible for monitoring the execution and progress of the work.

The Department's project manager is the Department's contact with the Consultant. A Department's project manager is assigned and all work, and all project correspondence are channeled through the Department's project manager. Invoices and progress reports are received and reviewed by the Department's project manager.

The Department's project manager ensures any changes are negotiated in accordance with the terms of the Agreement and the files are properly documented for all verbal instructions. The Department's project manager is also responsible for documenting the Consultant's performance throughout the project and provides the Consultant Performance Evaluation.

8-3.13 Subcontracts by Consulting Engineering Firms

The SAPCS provides that the Department can utilize prequalified Subconsultants upon approval. The SOI submitted by the successful consultant, lists all the Subconsultants the Prime proposes to utilize on the project. After the scoping and negotiation meetings and the proposal package is sent uploaded to BDE, a copy of the fully executed subcontract is uploaded to the Vendor Doc site by the Prime Consultant before any Subconsultant work is authorized. The Subconsultant Agreement and Supplemental Subconsultant Agreement templates located

on the Department's Website contain the clauses required by law and the clearly defined scope of work, the schedule of completion, and the payment basis are included by the Prime. Any Subconsultant Agreement not using the Department's template requires review and approval by the Office of the Chief Council (through BDE) prior to authorizing the Subconsultant's work. The following items provide additional guidance on subcontracts by Consultants:

1. Individual Professionals and Nonprofessional Work. All subcontracted work by professional Consultants requires negotiation of a subcontract. This does not apply to individual professionals that are on a retainer basis to the Prime Consultant; nor does it apply to nonprofessional work, obtained by competitive bidding.
2. Supplemental Agreements and Profit. If the scope of work in the Prime Agreement does not include the proposed subcontract work deemed necessary by the Department, the Prime compensation and scope of the Prime Agreement is modified by a Supplemental Agreement to include the subcontract work. If the Prime Agreement has a fixed fee for profit that includes profit on items later proposed to be subcontracted, the Prime Agreement shall be modified to exclude profit to the Prime Consultant on subcontracted items (i.e., no double profit).
3. Fee Estimates. The Subconsultant's proposal for work shall contain direct payroll, direct costs, man-hours or units of work, and supported by back-up data as required for a Prime Agreement. The proposed man-hours and direct costs are approved by the administering IPM based upon its estimate of cost and submitted to BDE. Payroll additive percentages used in the fee estimate are approved by Bureau of Investigations and Compliance.
4. Payment. The Consultant may bill the Department for the Subconsultant's work as the work progresses. If the method of reimbursement is lump sum or unit of work, payment is based upon the percentage of work completed as indicated on the Progress Schedule. If the method of reimbursement is CPFF, payment is based upon the number of man-hours completed. The Subconsultant contract provides that the final payment is not made to the Subconsultant by the Prime Consultant until an Affidavit of Completion is submitted.

8-3.14 Supplemental Agreements

8-3.14(a) General

During the course of a Consultant's work on a project, occasions arise where changes in the negotiated work items are identified. All changes in the schedule, negotiated scope of work, or fee require the Department's written authorization to the Consultant prior to implementation. The Consultant, per the Agreement, forfeits its right to claim additional compensation for added work done prior to receiving written authorization from the Department. It is the Department's project manager's responsibility to ensure that any changes are negotiated, agreed to, and authorized in full accordance with SAPCS and the terms of the Agreement. When the Consultant is notified of changes the Department finds necessary, the notice should clearly

state that it is not an authorization to proceed with the changes and advise of the steps necessary to negotiate the change. When in doubt, the Department's project manager contacts BDE for procedural advice.

Increases in the negotiated work are accomplished through Supplemental Agreements that include the additional scope of work to be accomplished, any necessary changes to the project schedule, and the manner of payment with a stated Upper Limit of Compensation.

Most Supplemental Agreements are applicable in the following situations:

- extension of time,
- corrections in Contract language,
- deletion of work,
- addition of direct costs not previously in agreement,
- transfer of work between Prime and Subconsultant,
- transfer of funds between labor and direct costs,
- work advertised but not previously negotiated nor included in contract scope, and
- additional level of effort of previously negotiated items.

All Supplemental Agreements must have a Consultant Agreement Approval Sheet (CAAS) approved prior to execution. The CAAS states reasons for the additional cost and the associated man-hours. The CAAS also includes the work items involved, why it is being added, the cost for each, and why the Consultant is entitled to additional compensation. When the supplemental cost has been negotiated, the Consultant Agreement Approval Sheet (CAAS) is prepared by Department's project manager and approved by the Bureau Chief of Design and Environment.

All Supplemental Agreements are authorized and paid for in accordance with the terms of the Agreement. The appropriate Departmental signatures, in accordance with Departmental Order 2-2, are required to authorize Supplemental Agreements. Note, if a Supplemental Agreement increases the value of the Contract equal to or greater than \$250,000 in a fiscal year (total of all supplements in a fiscal year), the Agreement requires the signatures necessary to authorize an Agreement of \$250,000 or greater. All procedures for estimates, review, and approval that apply to Prime Agreements also apply to Supplemental Agreements. The Department's project manager negotiates the scope of work, man-hours and direct costs for the Supplemental Agreement. The following information is then uploaded to the SharePoint site:

- cover memo/transmittal memo,
- draft Scope of Work with schedule (bar chart),
- BDE form 17-09 (if applicable),
- negotiation meeting minutes,
- Cost Estimate Of Consulting Services (CECS(if applicable)),
- revised QC/QA Plan, if applicable,
- direct costs if applicable, and
- CAAS.

The BDE obtains fee approval, finalizes the Supplemental Agreement, and obtains FHWA approval, if required, executes the agreement, and notifies IPM, that the consultant may be authorized to begin work.

8-3.14(b) Early Authorization to Proceed-Prior Approval

The Consultant may be authorized to work on items outside of the negotiated scope once that work is identified and agreed to by all parties through a Prior Approval. A written Prior Approval allows the Consultant to begin the additional work; however, the Consultant may not invoice for the increased work until the Supplemental Agreement has been authorized.

Once the need and extent of the additional work is identified and within the advertised scope of the project by the Department, and negotiations with the Consultant begin, the appropriate Department personnel authorizes, by Prior Approval Authorization Letter, and the Consultant to proceed with the work up to a specific dollar amount. This Prior Approval Letter outlines the additional work being authorized and the amount being authorized. A signed copy of the letter is sent to BDE. Prior Approval is intended to keep the work going to meet the project's schedule. Supplemental Agreement negotiations should be finalized quickly.

The Prior Approval authorization process only establishes limits for continued work while the Supplemental Agreement is negotiated and processed. Any additional funding required for the supplemental work must be secured by IPM through OP&P. Once the negotiations for the supplemental agreement are complete and CAAS is approved, a second letter called, **CAAS Approved Letter**, may raise the authorized amount. (Send a copy to BDE.) See the following chart for authorization limits. At all times, the amount authorized prior to the execution of a supplemental agreement may not exceed 40% of the anticipated supplemental agreement amount.

Only a single set of Prior Approval authorizations (initial letter and CAAS approved letter) may be issued per Supplemental Agreement. A subsequent set of Prior Approval authorizations cannot be issued until the previous Supplemental Agreement has been authorized. Prior Approval authorizations cannot be issued adding a Subconsultant.

Signature Required	Prior Approval Amount
Prior Approval Authorization Letter signed by Regional Engineer (maximum of 40% of the estimated supplement amount)	Up to \$50,000
CAAS Approved Letter (2 nd Letter) signed by Regional Engineer (maximum of 40% of the estimated supplement amount)	\$50,000 to \$249,999
CAAS Approved Letter after CAAS is approved, Secretary (maximum of 40% of the estimated supplement amount)	Over \$249,999

PRIOR APPROVAL AUTHORIZATION SIGNATURE AUTHORITY

Figure 8-3.A

8-3.15 Monitoring Consultant's Work

8-3.15(a) Agreement Schedule

After the work under the Agreement has been authorized, IPM meets with the Consultant. They agree on detailed procedures and progress report percentages for elements of work. They also indicate on the appropriate progress report the calendar days to complete each of the various work elements, which should agree with the calendar days indicated in the Agreement Project Schedule. The date due is indicated on the Progress Report for each work element after authority to proceed with that work element is given. All report forms and invoice forms are available to the Consultant on IDOT's website.

As work progresses and work elements are approved, the date due for other work elements should be indicated on the Progress Report. These dates should be revised, as needed, if the Consultant's work is stopped or placed on hold by the Department. The "Remarks" column may be used to indicate the date on which the work element was submitted.

The IPM, or other appropriate official, indicates on the Progress Report if the project is on schedule or behind schedule. If behind schedule, the reason for the delay is stated on the Progress Report; the reverse side of the form may be used if needed.

If it is determined that the work is behind schedule due to factors under the Consultant's control, this is reflected on the Consultant's Performance Evaluation Form.

If work is lagging due to no fault of the Consultant, IPM should make every effort to expedite the work because the Agreement provides for fee renegotiations if completion is delayed beyond the time limits set in the Agreement. If the completion schedule is to be revised, IPM has the Consultant request approval of the revised schedule. A copy of the approved schedule change is then furnished to BDE. If the work is behind schedule due to factors under the Consultant's control, IPM issues written remedial instructions to a principal of the firm. If this fails to correct the problem, it may be necessary for the using agency to recommend termination of the Agreement to BDE. The IPM may recommend that the Agreement be terminated for other reasons in the best interest of the Department such as unsatisfactory work or change in Department priorities shifting construction time too far into the future.

8-3.15(b) Completion Dates

The IPM should be aware of the completion dates in the Agreement. There is a work schedule completion date and a completion date for billing purposes. If the Contract extends past the billing completion date any submitted invoices will be rejected by the Comptroller's office. The IPM should request a time extension from BDE prior to the schedule and/or billing dates in the Agreement. If the completion dates are passed, IPM obtains a general affidavit signed by the Consultant and completes one, signed by the Regional Engineer, and submits these to BDE with the extension request.

8-3.15(c) Documentation

The project manager maintains a complete log in the files of what was decided during all phone calls, meetings, visits, and inspections. Copies are furnished to the Consultant for purposes of FHWA audit and/or of documenting performance.

8-3.15(d) Consultant Invoices

Process consultant invoices for payment only when the reported percentage of completion is approved. The IPM promptly notifies the Consultant if the percent of work complete does not correspond to the percent of work accomplished. Total costs in excess of the approved percentage of completion are not approved for partial or final payments. When such higher costs are billed, IPM determines if this is due to Consultant inefficiency and, if so, takes appropriate steps to correct the problem. If overruns are due to underestimation of the negotiated scope by the Department, IPM takes steps to have the limits adjusted; see Section 8-4.03. The IPM promptly requests BBFM make payment on invoices found reasonable, or corrected to reasonable, and in accordance with the terms of the Agreement.

The "Invoicing Procedure Guide for Project Managers" is available for IDOT employees on the Engineering Consultant information SharePoint site.

8-3.15(e) Federal Funding

When Federal funds are involved in the Agreement, IPM keeps the FHWA representative apprised of the Consultant's work and, if FHWA requests, arrange to conduct joint reviews of the work.

8-3.16 Evaluation of Consultant's Performance**8-3.16(a) General**

The Department formally evaluates all work performed by Consultants. During the life of a project, IPM informally evaluates a Consultant by keeping lines of communication open, and keeping the Consultant aware of any problems or concerns the Department has with its performance. Among the areas evaluated are:

- timeliness,
- completeness of product,
- plan and constructability quality,
- cooperation/management,
- quality/accuracy,
- public involvement/agency coordination, and
- innovation.

There are some Consultant errors that the Department views as significant and substantial causing the project to be in jeopardy. These are “Fatal Flaws” and where these Consultant errors occur, the highest final rating the project may receive is a “Satisfactory,” providing the Consultant makes corrections and improves their quality control. These errors result in an interim rating of “Substandard” or “Poor.”

Fatal Flaws are defined as:

- errors involving significant structural deficiencies or safety on bridges/structures,
- errors resulting in the Consultant failing to identify significant environmental impacts,
- errors involving substandard geometrics for the specified design criteria,
- inaccurate survey information impacting the project’s constructability,
- inappropriate behavior by the Consultant when working with the public,
- false information used by the Consultant in the report documentation, and
- adjustment of letting date or design approval due to late Consultant submittals.

The evaluation process, by nature, is a subjective process. Although an “Excellent” project is a goal, in practice, very few projects are truly “Excellent.” An Excellent project has the following characteristics:

- the submittals contained no major errors and very few minor errors.
- the Consultant during the life of the project was self-managed (e.g., responsive to requests, minimal calls/requests on standard procedures, took lead of project).
- the Consultant was innovative (e.g., focused special resources on issues, perceived and managed problems early and effectively, innovatively used resources/technology, and/or posed solutions which saved the Department significant funds).
- submissions were not only early, but allowed the Department to advance a letting or advertisement to an earlier date. Consideration will be given for an accelerated Department dictated timetable.
- the project was cost effective, safe, and considered a context-sensitive design.
- quality presentation of products was acceptable (e.g. spelling, grammar, labeling, links).
- the Consultant maintained a consistent high-quality level of personnel throughout the life of the project.
- complied with all Department manuals, policies, procedures, or explained exceptions with minimal prompting by the Department.
- consistently promoted a positive Department image and minimized controversy during public involvement.

Several evaluation forms exist covering the areas of prequalification. These forms are available through the Consultant Evaluation System (CES) database. Contact the Consultant Unit in BDE for access to the database. The following are areas generally evaluated under each prequalification category. Consider the following guidelines when evaluating Consultants:

1. Timeliness.

- Exceeds – Consultant submits key items of work consistently early affording the Department the opportunity to advertise the next phase of work on an earlier bulletin.
- Meets – Consultant submits key items of work consistently on or about the time agreed to by both parties.
- Substandard – Consultant submits key items of work consistently past the time agreed to by both parties.

2. Completeness/Adequacy.

- Meets – Consultant includes, consistently on key items of work, all items in a submittal as specified in Department manuals, policies, procedures, and the Contract documents.
- Substandard – On key items of work, the Consultant consistently fails to include all items in a submittal as specified in Department manuals, policies, procedures, and the Contract documents.

3. Quality/Accuracy.

- Exceeds – The Consultant submittals contain no major errors and very few minor errors. Minimal hours are expended by Department staff in review of submittals. Presentation of material is clear, concise, and of high quality (e.g., spelling, grammar, labeling, links). The next phase of work experienced little or no major problems/questions attributable to the Consultant. The project thoroughly analyzed the major elements of the project. Maintained a high quality of work with a Department-accelerated schedule.
- Meets – The Consultant submissions contain no major errors and some minor errors. Presentation of material is clear, concise, and adequate (e.g., spelling, grammar, labeling, links). The next phase of work experienced the expected problems/questions attributable to the Consultant.
- Substandard – The Consultant submissions contain major and minor errors. The Consultant demonstrated low quality presentation of products (e.g., spelling, grammar, labeling, links, etc.). The next phase of work experienced problems/questions attributable to the Consultant. The Consultant showed poor understanding of the work type.

4. Cooperation/Project Management.

- Exceeds – Consultant was consistently available and responsive to and ahead of problems and concerns. The Consultant initiated open and timely communications with the Department. Consultant was consistently self-managed.
- Meets – Consultant was available and generally responsive to problems and concerns. The Consultant initiated open and timely communications with the Department. Consultant was self-managed at times.
- Substandard – Consultant was generally neither available nor responsive to problems and concerns. The Consultant communications with the Department were rarely timely. Consultant continually asked the Department for clarification on standard procedures.

5. Public/Agency Coordination.

- Exceeds – The Consultant independently developed proactive and creative public/agency involvement techniques that both identified and effectively responded in a timely manner to minimize highly controversial issues. The Consultant managed and implemented the public relations program and presented accurate and pertinent project information to the public, news media, and coordinating agencies, which resulted in project acceptance and a positive Department image.
- Meets – The Consultant followed Departmental guidelines in performing project coordination with the public, news media, and agencies in such a manner that fulfilled all requirements and resulted in project acceptance and design approval.
- Substandard – The Consultant responses were misleading, incorrect, or inflammatory at public/agency involvement meetings. Presentation material (e.g., aerial exhibits, details, tables, data, etc.) contained incorrect or conflicting information which reflected negatively on the Department or the public's acceptance of the project design features. The Consultants public/agency involvement program required an over-reliance on Department staff to correct, revise, and present project improvement/mitigation.

8-3.16(b) Interim Evaluations

Evaluations are made for both Prime Consultants and Subconsultants at interim and final stages. Interim evaluations may be completed at any time. Scheduled interim evaluations are determined by each IPM. Interim evaluations are typically done on an annual basis or at deliverables dates determined at negotiations. The structural work, however, requires two interims, one at TS&L and one at prints of the final plan stage, and then final overall evaluation.

An interim evaluation accompanies a submittal when returned to the Consultant due to excessive errors/corrections.

All interim evaluations are sent to Consultants at the same time they are transmitted to BDE. The evaluations are a very important tool for both the Consultant and Department. They provide timely feedback to the Consultant concerning its performance on an active project. The interim evaluation allows the Consultant to correct any deficiencies during the life of the project, in some cases turning what would otherwise have been a bad experience for all involved, into a good one. The responsibilities for completing Consultant evaluations are documented in the following sections.

It is important to conduct interim evaluations so as not to delay processing any possible Supplemental Agreements.

8-3.16(c) Final Evaluations

After the Consultant completes the work covered in an Agreement, final evaluations are prepared by IPM for the Consultant and Subconsultant in the appropriate categories. The Department's project manager and his/her supervisor concur and sign the final evaluation. The final evaluation is sent to the Regional Engineer or Bureau Chief for concurrence and signature. The final evaluation is then sent to the Consultant and transmitted electronically to the BDE Consultant Unit using the CES database.

8-3.16(d) Phase I Studies and Environmental Document Evaluations

The IPM is solely responsible for completing interim and final evaluations of Consultants performing rehabilitation (3R) projects and Simple Environmental Assessments for Rehabilitation (3R) or Reconstruction/Major Rehabilitation (3R) projects. However, before completing interim or final evaluations of Consultants performing work on these projects, the IPM may obtain input from the BDE's Regional Field Engineers. The Consultant's ratings reflect a consensus of IPM and the BDE's Regional Field Engineers' knowledge of the Consultant's work.

Before completing interim or final evaluations of Consultants performing Phase I Studies and Environmental Assessments of Reconstruction/Major Rehabilitation (3R) and New Construction/Major Reconstruction projects, IPM obtains input from the BDE's regional field engineers and environmental project coordinators on engineering, environment, and public involvement evaluation criteria. The interim and final ratings reflect a consensus of IPM and BDE's staff experience in working with the Consultant on the project being evaluated.

For interim and final evaluations of Consultants performing Phase I Studies and Environmental Impact Statements of Reconstruction/Major Rehabilitation (3R) and New Construction/Major Reconstruction projects, the BDE's environmental project coordinators obtain input from IPM on the environmental and public involvement evaluation criteria and complete these parts of the

form. The form is then sent to IPM. The IPM also obtains input from the BDE's Regional Field Engineers on the engineering evaluation criteria and completes the remainder of the form.

8-3.16(e) Structure Plan Evaluations

The performance evaluations of Consultants or Subconsultants preparing structure plans are completed by the Bureau of Bridges and Structures. An interim evaluation is completed on the TS&L plans and on prints of the final plan stage. The final overall evaluation is made after the completed drawings are submitted for letting and takes into account the two interim ratings.

In the case where the completed final plans are not placed on an immediate letting, IPM forwards a reduced set of bridge plans (prints) to the Bureau of Bridges and Structures (BB&S). This procedure allows BB&S to complete its final overall evaluation of the Consultant in a timely manner.

8-3.16(f) Other Evaluations to be Completed by the IDOT Project Managers

The interim and final performance evaluations of Consultants preparing construction plans, performing specialized studies, surveys, geotechnical engineering, construction engineering, preparing photogrammetric mapping, and other services are completed by the appropriate IDOT personnel. These evaluators may access the CES database.

8-3.16(g) Final Project Evaluations

Upon completion of all the final evaluations by IPM and/or bureau, a final project evaluation is prepared. The final project evaluation is prepared after PE II for PE I work and after construction is complete for PE II and PE III. If the next phase is delayed more than one year, the final project evaluation is prepared immediately after completion of the contract work.

Where the project is evaluated by more than one department evaluating entity (e.g., BB&S, Environment), the final evaluations are transmitted to BDE by the Regional Engineer and/or Bureau Chief with the ratings incorporated from the applicable entity.

8-3.16(h) Consultant Selection Committee

Performance evaluations are provided to the Consultant Selection Committee as part of the preliminary review and rating information. A five-year average of performance evaluations on similar types of projects is used for this purpose. The Selection Committee is also apprised of all appeals.

A listing of all evaluations, other than Satisfactory, is forwarded to the Consultant Selection Committee. In addition, a listing of all evaluations of Good or Excellent (final) are forwarded to the Consultant Selection Committee. The Consultant Selection Committee considers this information when deliberating at the selection meetings.

8-3.16(i) Below Satisfactory Interim Evaluations

Where a below satisfactory rating is received on an interim evaluation: A Substandard or Poor rating can be removed based on any of the following conditions:

- Five years has elapsed since the interim evaluation of Substandard in a particular category.
- A subsequent interim evaluation on the same project in the same category is satisfactory or better.
- The Consultant meets with IPM that made the Substandard or Poor evaluation and the evaluation for the project is upgraded to satisfactory. This condition involves situations where there has been a misunderstanding between the Department's evaluator and the Consultant.
- The Consultant demonstrates to IPM the corrective measures have been taken to correct the less than satisfactory performance. Under this condition, the evaluations will not be removed but marked with an asterisk to indicate that corrective measures have been implemented by the Consultant to the satisfaction of IPM.

8-3.16(j) Below Satisfactory Final Evaluations

A final evaluation of Poor results in suspension from submitting a Statement of Interest in the evaluated category and any higher level category in the same work type for a period of the next eight PTB's or two years, whichever is greater, as a Prime or Subconsultant. At the end of this period, the Consultant must request reinstatement to the suspended category. This will require documentation of the efforts and success in correcting the issues which led to the Poor evaluation.

If a second final evaluation of Poor occurs in the same category within five years, it will result in loss of prequalification in that category for five years. At the end of this period, the Consultant must request reinstatement of prequalification in that category. This will require documentation that the issues which led to the subject evaluations have been rectified.

A final evaluation of Substandard results in suspension from submitting a Statement of Interest in the evaluated category and any higher level category in the same work type for a period of the next two PTB's or six months, whichever is greater, as a Prime or Subconsultant. At the end of this period, the Consultant must request reinstatement to the suspended category. This will require documentation of the efforts and success in correcting the issues which led to the Substandard evaluation.

If a second final evaluation of Substandard occurs in the same category within five years, it will result in loss of prequalification in that category for one year. At the end of this period, the Consultant must request reinstatement of prequalification in that category. This will require documentation that the issues which led to the subject evaluations have been rectified.

8-3.16(k) Final Plan Adequacy Evaluations

When a Consultant does any part of a Phase II project, a final Plan/Design Adequacy Evaluation should be weighted at 90% completion of the construction of the project. A Plan Adequacy rating of Poor or Substandard has the same consequences as the “less than satisfactory” evaluations for Phases I, II, and/or III.

8-3.16(l) Consultant Appeal Process of Final Evaluation

After receipt of the final evaluation, the Consultant has 30 days in which to appeal a Substandard or Poor evaluation. The appeal is submitted in writing to the Department entity that prepared the final evaluation (e.g., Regional Engineer, Bureau of Design and Environment, Bureaus of Bridges and Structures). The appeal will clearly state the basis for the appeal and any supporting documentation shall be attached.

If the Consultant is not satisfied with the results of the appeal, the Consultant may request in writing, within 14 days, a review by either the Director of Highways Project Implementation or Director of Program Development. Either Director will review the documentation file, the evaluation, and meet with the Consultant and the departmental entities involved.

If the Consultant is not satisfied with the results, after meeting with the either Director of Highways Project Implementation or Director of Program Development, the Consultant may file a written appeal with the Deputy Secretary for Project Implementation or Deputy Secretary for Program Development within 14 days of final action by the either Director. The appeal shall state specifically the basis of the appeal and the reason(s) the Consultant disagrees with Director's decision. No new issues may be raised. The appropriate Deputy Secretary will review the information submitted in the appeal. The appropriate Deputy Secretary may request a meeting with the Consultant. The Consultant will be notified in writing of the Deputy Secretary's decision which will be final.

8-3.17 Completion and Termination Procedures**8-3.17(a) Completion**

When any Consultant Agreement is ended, whether by completion of the work or by termination procedures stipulated in the Agreement, copies of the final voucher request, request for audit, Affidavit of Completion, and the final invoice with all its attached documentation is submitted by the administering agency to BDE. Also, include the final Consultant Performance Evaluations; (see Section 8-4.05, for the Prime Consultant and all Subconsultants working in prequalification categories).

Upon receipt of a final audit, IPM prepares a Contract Obligation Document (COD) deobligating excess funds for jobs that have reduced costs. The COD is submitted to the Bureau of Investigations and Compliance with a copy to the Agreements Unit. This completes the

closeout procedures for projects, which are not programmed for Federal fund participation. If the final audit recommends increasing the Agreement amount, a COD is prepared by BDE.

The IPM must submit the following additional documentation to BBFM for all programmed Federal-aid projects when completed (after final costs are confirmed by the BBFM audit):

- the date all work was completed or the Agreement was terminated;
- a list of all authorization dates from FHWA, for work authorized on the project, to verify that it is participating;
- a list of all construction sections under the specific preliminary engineering Agreement. In the event the Agreement is for work other than construction plans, the type of work should be listed and its acceptance verified (e.g., “the report was approved by _____ (*name*) on (_____ (*date*) _____),” or “the Soils Committee approved the soils report on (_____ (*date*) _____”); and
- method of payment stipulated in the Agreement. Note all the methods and areas of application if several methods of payment are used.

8-3.17(b) Termination

If an administering IPM desires to terminate an Agreement, a memorandum recommending termination will be submitted to BDE. The memorandum will include:

- the reasons for recommending termination,
- the percentage of work completed,
- the percentage of fee expended, and
- an estimate of the cost and time required to complete the work, if applicable.

The BDE will send the termination request to the Secretary. Upon notification by BDE that the Secretary has concurred with termination, the administering IPM will notify the Consultant in writing.

8-3.18 Reassignment of Vested Interest in an Agreement to Another Consultant

Occasionally, it is necessary to assign an existing Agreement to another Consultant because of an ownership or organizational change (e.g., dissolution of the firm, death of a principal, absorption of the firm by corporate expansion, a partnership change). The existing Agreement is kept in force by an Assignment to the new legal entity.

The Assignment Agreement is a legal document that transfers all rights, obligations, and interests in the Agreement from the original Consultant (the assignor) to the new Consultant (the assignee). It must be properly executed in triplicate by the assignor and the assignee and then submitted to IDOT for acceptance and signature. A copy of the Assignment is returned to the

assignor and assignee when fully executed. Form BDE 2364 may be used as a guide in determining whether the Assignment contains the essential elements.

If there is no ownership or management change and the change is only related to name, address, absorbing another firm, or adding personnel to the firm which is party to the Agreement, a notice of the Assignment, authorization to make payment to the new Consultant, and release of obligation executed by the assignor is sufficient to continue the Agreement work and payments.

The Agreements Unit makes distribution of information on the reassignment of a Consultant to the affected areas within the Department.

8-4 CLAIMS

8-4.01 Damage Due to Consultant Errors and/or Omissions

By Contract, a Consultant is responsible for damages incurred by the Department as a result of the Consultant's errors and/or omissions. However, when the Department believes a fair and equitable price for an omission is obtained from the Contractor and the cost would have normally been incurred by the nature of the contract; the Consultant typically is not charged damages for their omissions.

8-4.01(a) Errors by Phase I Consultant Discovered During Phase II

The IPM will notify the Agreements Unit if errors in the Phase I work have occurred that will result in additional cost in subsequent phases of the project. The notification should describe the situation, the corrective measures that result, and the amount of the Consultant's liability. If IPM deems it practical, the Consultant responsible for the error may be given the opportunity to assist in making the corrections to reduce his/her financial liability.

8-4.01(b) Errors by Phase II or Phase III Consultant Discovered During Construction

When an error or omission is found resulting in damages to the Department and is believed to be caused by the Consultant, the district's Bureau of Project Implementation or the Bureau Chief responsible for the phase of work where the error was discovered first determines if time is critical and then:

1. Where Time is Not Critical. Notify the Program Development Engineer or the appropriate Department office immediately. The Department's Consultant Manager notifies the Consultant of the error or omission either by e-mail, fax, or mail. The Consultant is given an opportunity to be involved in the resolution of the error or omission along with the timetable involved. After the investigation, if the error or omission is determined not to be the Consultant's responsibility, the firm may submit an invoice for the hours used during the investigation. The fact that the Consultant provided assistance in the resolution of the error or omission will not be construed as either absolving the Consultant of the firm's portion of the damages or implying the Consultant's responsibility for the damages.
2. Where Time is Critical. Notify the Program Development Engineer or the appropriate Department office of the error and also identify the steps that were taken to remedy the error. If the Department determines the error is the Consultant firm's responsibility, the Department's Consultant Manager notifies the Consultant firm of the error and the remedy by e-mail, fax, or mail.

The initial notification to the Consultant firm includes: (1) the nature of the error or omission, (2) the action sought from the Consultant, if any, and (3) the time constraints required for the response or the solution recommended for implementation. The extent of liability for the error may be determined at a later time and is not included in the initial notification. A copy of the notification is sent to BDE.

The district's Bureau of Project Implementation submits an Authorization of Contract Changes (form BC-22), necessitated by the plan error or omission, to the Central Bureau of Construction and resolves the error accordingly. The BC 22 should provide detailed information on the cost to correct the error or omission. The BC 22 should also include a copy of the district's Bureau of Project Implementation notification to the Program Development Engineer (or appropriate Department office) specified above.

Upon approval of BC 22, the district's Bureau of Project Implementation forwards a copy of the approved BC 22 to the Program Development Engineer or the appropriate Department office. If the Consultant is found responsible for damages, the Program Development Engineer or the appropriate Department office will forward a copy of the approved BC 22, all applicable documentation, and the extent of the consultant's liability to BDE.

8-4.01(c) Notifying Consultant of the Cost of the Errors or Omissions

The Agreements Unit in BDE notifies the Consultant of the amount and extent of liability of the Consultant resulting from the errors and/or omissions. The Consultant has 30 days to respond to the notification indicating either agreement that they are responsible for the claim or intent to appeal the claim. A Consultant may request an extension of those 30 days for more complex situations to allow sufficient time to investigate the matter. If the Consultant agrees they are responsible for the claim, an invoice is sent to the firm as set forth in Section 8-4.01(f). If the Consultant does not agree they are responsible either totally or partially, the dispute resolution process in Section 8-5.01(e) is followed.

8-4.01(d) Errors and Omissions Threshold (EOT)

In recognition that the Department is not seeking a level of effort required to produce a perfect product and in order to reduce the time and expense for the Department and the Consultant in processing claims for minor dollar amounts, an Errors and Omissions Threshold (EOT) is used. Claims for damages involving errors and/or omissions are not billed to the Consultant unless the damages exceed the EOT Amounts shown in Figure 8-5. Errors and omissions are defined in the Standard Agreement Provisions for Consultant Services along with the EOT amounts.

Construction Contract Award Amount	EOT Amount
\$2,000,000 or less	\$20,000
Over \$2,000,000 to \$10,000,000	1% of Contract
Over \$10,000,000	\$100,000

Error and Omissions Threshold (EOT)

Figure 8-4.A

Where a Consultant designed multiple projects under one Contract, use a separate EOT for each project (e.g., one Phase I report for multiple Phase II projects, one Phase II Contract for multiple construction contracts).

8-4.01(e) Dispute Resolution

The Department and the Consultant agree to work together on a basis of good faith and fair dealings. When a dispute arises concerning damages caused by errors or omissions, the Consultant may choose to appeal according to the following requirements. The Consultant providing assistance in the resolution of the problem is not construed as absolving the Consultant of his/her portion of the damages.

If the appeal, after consideration by the Department, is found to have merit, an equitable adjustment is made. If the Department finds the appeal to be without merit, no adjustment to the damages due by the Consultant is made.

All appeals are submitted in writing no later than six months after notification of the damages by the Department.

All appeals are first submitted to the Regional Engineer. The Consultant may request an opportunity to present the appeal verbally at each of the following levels if the appeal is not satisfactorily resolved at the previous level:

- (1) Regional Engineer
- (2) Director of Highways Project Implementation/Chief Engineer
- (3) Deputy Secretary for Project Implementation

The Department has the option of considering other methods to resolve the dispute (e.g. Alternative Dispute Resolution).

If the Consultant and the Department cannot agree on the extent of the liability, the matter will be referred to the Bureau of Claims in the Office of Chief Council for further proceedings. Damage claims arising subsequent to construction will be referred to the Office of Chief Council for proper resolution.

The written response of the Deputy Secretary for Project Implementation shall be deemed a final action of the Department.

Once the appeal process has been exhausted, IPM notifies BDE, clearing the way for an invoice to be sent to the Consultant. The Department notifies the firm when the Consultant is considered delinquent if the invoice is not paid within 30 days.

8-4.01(f) Obtaining Reimbursement for Consultant Errors or Omissions

When the Consultant takes responsibility for the errors or omissions or the dispute resolution process has been completed with a finding of Consultant responsibility, BDE sends an invoice to the Consultant. Procedures for processing invoices and accounts receivables are contained in the *Revenue Accounting Manual*. The "Payment Due Date" on the invoice is 30-45 days from the date of the invoice. If payment is not received by the due date, use the collection procedures described in Chapter 4 of the *Revenue Accounting Manual*. If those procedures fail, refer the matter in writing to the Bureau of Claims in the Office of the Chief Counsel. The referral to the Bureau of Claims should include all correspondence from the appeal and collection processes.

8-5 QUALITY ASSURANCE QUALITY/CONTROL (QA/QC) GUIDELINES FOR WORK BY CONSULTING ENGINEERS

8-5.01 Definitions

1. Calculations. Written documentation of assumptions, analysis, and conclusions for design of an element of a project.
2. Checklist. A list of things, names, etc., to be checked off or referred to for verifying, comparing, ordering, etc.
3. Communication. Giving or exchanging of information, signals, or message as by talk, gestures, or writing. Communication is required throughout the process, is the responsibility of everyone, and must be open.
4. Compliance. The act of following the stated quality assurance plan. An act of complying with a requirement, directive, etc.
5. Computations. Written documentation of the figuring of quantities for a project.
6. Computer Program Verification. Assurance that a computer program correctly performs the operations specified in a numerical model. Usually accomplished by comparing program results to:
 - a hand calculation,
 - an analytical solution or approximation,
 - a verified program designed to perform the same type of analysis, or
 - a comparison with a test case provided by the vendor of the program.
7. Consultant. The firm providing professional services as a party to a Standard Agreement. An expert who is called on for professional or technical advice or opinions.
8. Corrective Action. Measures taken to rectify conditions adverse to quality and, where necessary, to preclude repetition.
9. Department. The Department of Transportation of the State of Illinois.
10. Design Control. Requirement providing assurance that a design is defined, controlled, and verified.
11. Documentation. Any written or pictorial information describing, defining, specifying, reporting, or certifying activities, requirements, procedures, or results.
12. Final Documents. Approved documents and approved changes thereto.
13. Performance. The act of carrying out the stated objectives on a project.
14. Planning. Those activities needed to ensure that the correct people are performing the correct tasks using the correct tools in the correct sequence. The end product should be

- identified and kept in mind when performing planning activities to ensure that the end product contains the required quality.
15. Project Budget. A comprehensive description of the costs associated with all the services required of the consultant, including labor costs, direct expenses, overhead costs, and profit.
 16. Project Team. The Department's and the Consultant's staff assigned to the project with specified duties and responsibilities, participating together in a cooperative manner.
 17. Project Resources. All things available to the project team to complete the project, including people, tools, information, equipment, etc.
 18. Project Manager. The individual assigned by the Consultant to act as the liaison between the consultant and the Department in matters relating to the achievement of project requirements, including budget control, schedules, milestones, and quality objectives.
 19. Project Schedule. A comprehensive description of all significant services required of the Consultant and of all actions required of the Department and approving parties by the obligations of the Agreement, together with the durations and/or dates for performing these services and actions.
 20. Quality. Meeting valid requirements so that the product produced is suitable for its intended use (quality in fact). Providing what is expected (quality in perception).
 21. Quality Assurance. All those planned and systematic actions necessary to provide adequate confidence that a structure, system, or component will perform satisfactorily in service.
 22. Quality Assurance Manager. The individual assigned by the Consultant to have full authority and responsibility for generating, updating, monitoring, and maintaining the quality assurance program, and responsibility for verifying conformance to the QA requirements as set forth by the Department and applicable codes and standards.
 23. Quality Assurance Plan. A document describing the implementation of the Quality Assurance Program on a specific project, including organizational responsibilities, applicable procedures, and other information required to address client (contractual) quality requirements. The plan may also address any unique contractual requirements or modifications.
 24. Quality Assurance Procedures. A quality assurance document that outlines a planned and systematic action for various quality affecting activities requiring quality control.
 25. Quality Control. A system for maintaining desired standards in a product or process, especially by inspecting samples of the product.

26. QA Records. A completed document that furnishes evidence of the quality of items or activities affecting quality. A record is an authentic, official copy (or original) of a document retained to attest to past decisions, actions, or events.
27. Scope of Services. All the actions required of the Consultant to complete the obligations for the project.
28. Training. In-depth instruction provided to personnel to develop and demonstrate initial proficiency in the application of selected requirements, methods, and procedures, and to adapt to changes in technology, methods, or job responsibilities.
29. Valid Requirements. Requirements established resulting in the product satisfying the customer's expectations on schedule and within planned resources.
30. Verification. The act of reviewing, inspecting, testing, checking, auditing, or otherwise determining (and documenting) whether items, processes, services, or documents conform to specified requirements. Ensuring that the project team is doing the right thing and that the work being performed, or that has been performed, is performed correctly.

8-5.02 Elements of a QA/QC

The following sections identify the key elements addressed in the QA/QC plan.

8-5.02(a) Project Team

This section should include a list of key personnel from in-house staff, outside consultants, and client liaison and includes a brief description of the key members' responsibilities. A typical project team should include:

- Project Manager,
- Client Liaison,
- Technical Support Staff,
- Subconsultants and other Consultants, and
- QA/QC reviewer.

8-5.02(b) Written Project Plan

A. PROJECT SCOPE

This section includes a brief description and the purpose and need for the project. Consider and address the matter of possible future expansion of the facilities. Identify if the project is to be done in U.S. customary or metric units. Note if the project includes more than one contract (i.e., two or more sections). Also note in this section anything significantly different for this project.

B. SUBCONSULTANT'S ROLE

List and identify all Subconsultants. Delineate the scope of work and responsibilities for each Subconsultant. Provide the Subconsultant's key project personnel and telephone numbers. Identify all deliverables with expected time frames. These deliverables can be from the Subconsultant to the consultant and, in certain instances, vice versa.

C. STANDARDS AND GUIDELINES

List all appropriate manuals and memorandums applicable to the project.

D. TIME SCHEDULE

The schedule includes the estimated Agreement date, any meeting dates, and periodic milestones. The number of milestones varies considerably depending on the size and type of project.

Establish deliverables with dates for submittals to various parties to the Agreement. Provide reasonable float and review times in the overall schedule.

Ensure in-house quality assurance reviews are scheduled in accordance with the various milestones and deliverables. Schedule the reviews several times during the project rather than as a final, comprehensive check.

Identify and schedule report phase milestones and the preliminary submittal date. Provide the beginning date for preliminary design along with milestones and submittal date to IDOT. Identify the starting date for final design along with any overlap with the preliminary design. Provide a list of periodic milestones during this stage.

Periodic meetings with IDOT are required, up-front, and coordinated with the various deliverables and their review.

The success of the project can often hinge on the time schedule. The entire time schedule is a dynamic schedule and may be reviewed and adjusted periodically.

E. PERSON-HOUR BUDGET

Prepare a person-hour budget by classification and by work tasks. Estimate the percent of total budget expected to be expended at various milestones. This assists in monitoring progress and assists in providing early alerts to a problem with the budget.

F. RESOURCE MATERIAL

This section consists of a listing of pertinent information available for the project including:

- existing drawings,
- previous reports,

- soil borings,
- TS&L,
- boundary surveys, and
- easements.

G. ESTIMATED CONSTRUCTION BUDGET

This section notes the anticipated total construction cost. Keep in mind, cost and budget during the course of design. When the consultant believes the costs will be exceeded, the Consultant notifies IDOT. The goal is to avoid unpleasant surprises further down the road.

Identify and list cost limitations by segment, where applicable.

H. SPECIAL CONDITIONS

If the project has any special requirements and/or special construction materials requirements for a project, note them in this section.

8-5.02(c) Project Control

A. PROCEDURES

Procedures for quality control are often in the form of check lists. The procedures are intended to assure completeness of the function and conformance of the project.

1. Engineering and Environmental Studies/Plan Preparation.

- a. **Scoping/Field Checks.** This procedure itemizes basic elements to be reviewed and evaluated during the initial field inspection of a project. The basic elements include, but are not limited to:

- inspection of pavement condition,
- logical termini,
- drainage problems,
- hazards,
- existing guardrail condition,
- accessibility,
- evidence of wells,
- gas pumps or storage tanks, and
- other environmental considerations.

- b. **Contents of Submittals.** This procedure provides a consistent definition of the content of the following key submittals:

- preliminary reports,
- prefinal reports,

- final reports,
 - preliminary plans,
 - prefinal plans, and
 - final plans.
- c. **Special Provision Preparation.** This procedure defines the proper preparation of a contract special provision and provides a procedural method to ensure a clearinghouse for unnecessary special provisions.
2. **Design Calculations.** Identify the procedures to be used to develop quantity calculations and proposed methods for checking the calculations.
3. **Computer Inputs/Outputs.** This procedure defines the software applications and the process for verifying results.
4. **Documentation of Directives.** This procedure provides guidelines for consistent documentation of project decisions and directives (e.g., meeting minutes, telephone communications).
5. **Dissemination of Correspondence and Documents.** This procedure provides guidelines for consistent dissemination of project decisions and directives.

B. PROJECT RECORDS

This section specifies the requirements for the preparation and maintenance of project records generated by the Project Team. The following are key features of these requirements:

- legible, identifiable, and retrievable records;
- records protected from damage or loss; and
- defined responsibilities for routing, maintaining, accessing, transferring, and long-term storage.

Project records generated during project work activities may include, but are not limited to:

- informational records,
- field records,
- data compilation and testing records,
- data interpretation records,
- calculation and computer records,
- telephone messages
- e-mails, and
- draft and final reports.

The Department requires quality records be maintained to demonstrate achievement of the required quality and the QA/QC plan is followed. Pertinent Subconsultant quality records are an element of these records.

Where agreed contractually, ensure quality records are available for review by the Department for an agreed period.

8-5.03 Compliance Statements

All Agreements contain language requiring “statements of compliance” with the QA/QC plan prepared by the Consultant and approved by the Department. Statements of compliance are required on an interim basis and at the conclusion of the work. The interim statements of compliance are required throughout the project at each major milestone. For example, a statement of compliance is made for a typical contract plans project at the preliminary plans, pre-final plans, and final documents stages. The interim statements of compliance satisfies with a sentence added to the Consultant’s letter of transmittal stating the plans were prepared in compliance with the approved QA/QC plan.

The final statement of compliance is on the Department’s form.

8-5.04 Verification Process

The Department reviews selected projects to verify the Consultant’s plan, approved by the Department, was followed. Selection of jobs to be reviewed considers type of work, size of project, IPM, and level of performance ensuring the results of the review are meaningful.

The review is conducted at the Consultant’s office. Participants include, but are not limited to, the Consultant’s project manager, Consultant’s QA/QC manager, IPM, and representatives from the Department’s central bureaus. Generally, the review is one-half day and occurs prior to completing the work. The firm is furnished questions and/or statements to assist in preparation for the review meeting. The review meeting begins with a brief overview of the QA/QC plan by the Consultant. The Department’s review team proceeds through the questions/statements previously furnished to the Consultant. A copy of the report prepared by the review team is furnished to the consultant.

The purpose of the verification process is to determine if the QA/QC plan is being followed, identify innovative ideas that can be shared with others, and to identify areas needing improvement.

The IPMs may conduct their own verifications in addition to the formalized process described above.

In the event of non-compliance with the QA/QC plan, certain actions by the Department may occur. It is essential the Consultant demonstrate to the Department corrective action was taken to ensure future compliance. The Agreements state non-compliance could result in termination of the Contract and/or have an effect on the firm’s prequalification status. Non-compliance leading to less than satisfactory performance is considered in the selection of firms for future work.