# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>TABLE OF CONTENTS</td>
<td>i</td>
</tr>
<tr>
<td>ACRONYMS</td>
<td>iii</td>
</tr>
<tr>
<td>DEFINITIONS</td>
<td>iv</td>
</tr>
<tr>
<td>INTRODUCTION</td>
<td>vii</td>
</tr>
<tr>
<td>CHAPTER 1 - GENERAL INFORMATION</td>
<td></td>
</tr>
<tr>
<td>1.1 Process Overview</td>
<td>1</td>
</tr>
<tr>
<td>1.2 Planning and Budgeting</td>
<td>7</td>
</tr>
<tr>
<td>1.3 Confidentiality of Information</td>
<td>9</td>
</tr>
<tr>
<td>CHAPTER 2 - REQUEST FOR SERVICES, SELECTION AND DESIGNATION</td>
<td></td>
</tr>
<tr>
<td>2.1 The CONR-389 Request for Construction Inspection Services</td>
<td>11</td>
</tr>
<tr>
<td>2.2 The CONR-390 Request for Construction Support Services</td>
<td>12</td>
</tr>
<tr>
<td>2.3 Use of Statewide and Multi-Region Environmental Term Agreements</td>
<td>13</td>
</tr>
<tr>
<td>2.4 Scope of Services</td>
<td>14</td>
</tr>
<tr>
<td>2.5 Independent Estimate</td>
<td>17</td>
</tr>
<tr>
<td>2.6 Consultant Selection Process for Construction Inspection Agreements</td>
<td>19</td>
</tr>
<tr>
<td>2.7 Equal Opportunity Development &amp; Compliance</td>
<td>23</td>
</tr>
<tr>
<td>CHAPTER 3 - NEGOTIATIONS AND PROCESSING OF AGREEMENT</td>
<td></td>
</tr>
<tr>
<td>3.1 Scope of Services Meeting</td>
<td>28</td>
</tr>
<tr>
<td>3.2 Contract Negotiations</td>
<td>30</td>
</tr>
<tr>
<td>3.3 Procedure for Starting Work Before Final Approval of the Agreement</td>
<td>36</td>
</tr>
<tr>
<td>CHAPTER 4 - CONSULTANT AT WORK</td>
<td></td>
</tr>
<tr>
<td>4.1 Project Files</td>
<td>39</td>
</tr>
<tr>
<td>4.2 Roles and Responsibilities</td>
<td>41</td>
</tr>
<tr>
<td>4.3 Staff Approvals, Substitutions and Transfers</td>
<td>46</td>
</tr>
<tr>
<td>4.4 Consultant Staff Salaries</td>
<td>49</td>
</tr>
<tr>
<td>4.5 Consultant Billing and Progress Reporting</td>
<td>50</td>
</tr>
</tbody>
</table>
4.6 Reallocation of Funds on Term or Multi-Project Agreements.......................... 63
4.7 Extra or Additional Work Requests, Supplemental Agreements and MOU......... 64
4.8 Processing Extra or Additional Work Requests, Supplemental Agreements, MOU 66
4.9 Guidelines for Direct Non-Salary Cost (DNSC) Charges for Construction........... 70
4.10 Adding New Subconsultants and Subcontractors to Ongoing Agreements........... 76
4.11 Time Extension Procedures............................................................................ 79
4.12 Consultant Performance Evaluations............................................................... 80
4.13 Dealing with Poor Consultant Performance.................................................... 85
4.14 Training........................................................................................................... 89
4.15 Safety and Health............................................................................................ 94

CHAPTER 5 - AGREEMENT CLOSEOUT

5.1 Acceptance of Work and Contract Closeout Procedures............................... 97
5.2 File Archiving.................................................................................................. 99

APPENDICES

Request for Services, Selection and Designation
Guidelines for Selection of Projects for Construction Inspection and Support........ 101
CONR389 Request for Consultant Services for Construction Inspection.............. 103
Instructions for Form CONR389........................................................................... 106
CONR390 Request for Supplemental Agreement................................................. 130

Negotiations and Processing of Agreement
Summary of Schedule A Elements........................................................................ 133
Schedule A-1 - Resident Engineering and Inspection Services............................ 134
Schedule A-2 - Construction Inspection Services................................................ 141
Schedule A-3 - Term Agreement for Construction Inspection Services................. 147
Schedule A-4 - Construction Support Services.................................................... 154
ASCE/NICET Grade Descriptions........................................................................ 158
Guidelines for Commercially Useful Functions (CUF) for D/M/WBE Subs........... 168
Guidelines for Determining Training Requirement.............................................. 169
Sample Memo from CJM to Supervisor at End of Negotiation Process................. 170
Sample Memo to Consultant at End of Negotiation Process.............................. 171
Sample Memo Transmitting Final Consultant Proposal to Contracts.................. 172
Sample Memo Approving Start of Work Before Final Completion of Agreement... 173

Consultant at Work
Sample Memo Requesting Extension of Consultant Contract Completion Date..... 174
NYS Comptroller Bulletin A-91 on MIR Date....................................................... 175
Consultant Payment Request Forms..................................................................... 180
Sample Memo Transmitting Payment Estimate................................................... 188
<table>
<thead>
<tr>
<th>Section</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sample Memo to Reallocate Funds on Term or Multi-PIN Agreements</td>
<td>189</td>
</tr>
<tr>
<td>Sample Memorandum of Understanding</td>
<td>190</td>
</tr>
<tr>
<td>Consultant Performance Evaluation Form and Instructions</td>
<td>191</td>
</tr>
<tr>
<td>Agreement Closeout</td>
<td></td>
</tr>
<tr>
<td>Sample Memo Transmitting Final Billing &amp; Requesting Final Audit</td>
<td>201</td>
</tr>
<tr>
<td>Form REC-1 Records Center Transfer List</td>
<td>203</td>
</tr>
</tbody>
</table>
CONSULTANT MANAGEMENT ACRONYMS

The following acronyms, relating specifically to consultant management, are used throughout this manual.

ASCE  American Society of Civil Engineers
CI    Construction Inspection
CJM   Consultant Job Manager
CMB   Contract Management Bureau
CONR389 The form used by the Regions to request consultant construction inspection services
CONR390 The form used by the Regions (and others) to request a Supplemental Agreement to an existing consultant agreement (also initiates a Construction Support agreement)
CPEL  Consultant Performance Evaluation Liaison
CS    Construction Support
D/M/WBE Disadvantaged/Minority/Women Business Enterprises
DNSC  Direct Non-Salary Cost
DTL   Direct Technical Labor
EIC   Engineer-in-Charge
MAP   The Departments’ Manual of Administrative Procedures OR The Maximum Amount Payable for the contract
MIR   Merchandise/Invoice Received (date of receipt of correct billing package from Consultant)
MOFU  Main Office Functional Unit (Main Office Bureau, or Division)
NICET National Institute for the Certification of Engineering Technicians
OEODC Office of Equal Opportunity Development and Compliance
OSC   Office of the State Comptroller
RCE   Regional Construction Engineer
RD    Regional Director
RMO   Records Management Officer
ROFU  Regional Office Functional Unit (Construction, Maintenance, etc.)
RPPM  Regional Planning & Program Manager
SA    Supplemental Agreement
DEFINITIONS

AGREEMENT. When fully executed by all parties, the legal instrument defining the obligations and considerations of the signatory parties.

ASSISTANT COMMISSIONER (ASCOM). The Executive Manager who oversees and directs an Office within the Department of Transportation.

CONR 389. Form submitted to the Chief Engineer’s Office, the Contract Management Bureau and the Construction Division that initiates the processing of a construction inspection/management project.

CONR 390. Form submitted to the Chief Engineer’s Office, the Contract Management Bureau and the Construction Division that initiates the processing of a supplemental agreement for construction inspection/management projects. Also initiates a Construction Support agreement as a supplement to an existing design services agreement.

CONSULTANT. The individual or firm providing professional services as a party to the agreement.

CONSULTANT PERFORMANCE EVALUATIONS. Confidential performance evaluations on consultant firms maintained by the Contract Management Bureau, available only to Department personnel involved in consultant selection.

CONSULTANT JOB MANAGER (CJM). That Department employee specifically assigned the responsibility for managing, administering, monitoring, accepting the Consultant work and approving consultant contract payments.

DIRECT NON-SALARY COSTS. Those costs, other than salary, overhead and net fee, specifically assignable to an agreement and directly reimbursable by that agreement.

DIRECT TECHNICAL LABOR. Regular time and approved overtime and/or nighttime compensation of all employees assigned to a project on a full-time basis for all or part of the term of the agreement, plus properly allocable partial salaries of all persons working part-time on the project.

DIVISION DIRECTOR. The manager that oversees and directs a Division within the Department of Transportation. Reports to the Assistant Commissioner heading the Office to which the Division belongs.

EXTRA WORK. Extra work is defined as a change in the scope, complexity or character of the work provided for in the Scope of Services and cost estimate of the original agreement and any approved supplementals thereto, which results in an increase in contract costs. This work must be necessary to accomplish the project objectives. An appropriate amount for net fee will be included in the Supplemental Agreements for such extra work.
**MAXIMUM AMOUNT PAYABLE (MAP)**- A dollar amount within which the Consultant will complete all tasks in the Scope of Services. The MAP is equal to the Total Estimated Cost plus a contingency (usually 5%). Should the Consultant’s cost exceed the MAP, the Consultant will complete the work without compensation above the MAP unless Extra Work is approved.

**MEMORANDUM OF UNDERSTANDING**- An agreement modifying the existing contract between the Department and the Consultant for minor changes in the contract terms and conditions, that does not increase contract costs.

**NET Fee**- A dollar amount established by negotiation to cover the Consultant’s profit, miscellaneous expenses and other costs that are not paid for directly or as a portion of the allowable overhead.

**REGIONAL DIRECTOR**- The manager who oversees and directs all operations of one of the eleven Regions within the Department of Transportation. Reports to the First Deputy Commissioner.

**SCOPE OF SERVICES**- All services and actions required of the Consultant by the agreement.

**STAFFING TABLE**- A table of the estimated work effort required to perform the services required by an agreement, including the technical classification of employees expected to perform each task in the project.

**STATE**- The term used in consultant agreements to indicate the Department of Transportation will provide the information or an activity, not the Consultant. The actual source can be the Department or a third party responsible to the Department.

**SUBCONSULTANT**- An individual or firm that is licensed to practice architecture, engineering, or land surveying, or to provide other professional services to the prime Consultant to enable the prime to complete the requirements of the project. In all these cases, the qualification of the firm is the basis used for selection, but price may be a factor for “other professional services”.

**SUBCONTRACTOR**- An individual or firm that is not licensed to practice architecture, engineering, or land surveying, but provides raw data (inspections, soil borings, samples, testing, etc.) which are interpreted by the prime Consultant to complete the requirements of the project.

**SUPPLEMENTAL AGREEMENT**- An agreement modifying the existing agreement in a substantive manner, prepared subsequent to the executing of the original agreement.

**TERM AGREEMENT**- An agreement that requests a consultant to perform repetitive assignments over a period of time, usually limited by a fixed dollar amount (not to be exceeded) and time frame, (i.e. term agreement for construction inspection services). This type of agreement is most often used for several similar small projects in the same geographic area.
TOTAL ESTIMATED COST - The total estimated cost for the Agreement, including Direct Technical Labor, Direct Non-Salary Costs and Net Fee, but excluding the contingency.
INTRODUCTION

Consultants play a major role in delivering the Department's annual Construction Program. Many of the Department's major construction projects are managed/inspected by these private firms. Under management by Department professionals, consultants inspect a significant proportion of the construction dollar value of projects let each year. In addition, consultant designers and specialty services are commonly retained to provide support services during construction on complex or unusual projects. The success of the Department in achieving its yearly letting goal is directly related to the contributions made, not only by these firms, but also by the Regional Construction Staff who provide consultants with the day-to-day guidance and support necessary to work within the expectations and standards of the Department.

This Manual is intended to provide basic information for Department staff on the management of consultants in construction. Chapter 1 is a general description of the process as by which consultants undertake NYSDOT construction inspection/management or support work. Subsequent chapters provide a more detailed look at the major elements encountered on most projects. The Manual is expected to be the primary construction consultant management reference for construction staff, and is written to provide staff with the basic information needed to do the job properly. Consultants new to working with the Department, and firms with many years of experience, will also find the information contained in this Manual valuable.

The goal of this Manual is to provide program-specific guidance, to ensure general consistency with guidance across program areas and to summarize or cross reference other pertinent resources.

This first edition will be updated as procedures change and as comments are received from users. Your comments are welcome and encouraged. All users, in both the Department and the consultant community, are encouraged to send suggestions on improving this document to the address below:

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CHAPTER 1

GENERAL INFORMATION
1.1 PROCESS OVERVIEW

Consultants are retained by the Department to supplement in-house construction resources. Generally, consultants perform construction inspection/management and/or support services for which there is insufficient Department staff, or which require certain unique skills/experience that are not available in-house.

Department staff determine which projects require consultant assistance, perform the consultant selection process, detail the work to be performed, negotiate terms of the contract, monitor consultant work performance and administer contractual issues. In order to perform this consultant oversight function, the Department has a staff of experts in various engineering disciplines, contract administration, and finance. These groups, working in concert, are the principal players in the consultant management process.

Section 4.2 “Roles and Responsibilities” in this Manual provides a more detailed summary of the responsibilities of field (EIC), Regional Office and Main Office staff.

Generally, construction consultants perform work in one or more of the following areas:

- Resident Engineering
- Contract Administration
- Construction Inspection/Management
- Construction Support

Types of Contracts

There are four standard types of construction consultant contracts -- Resident Engineering and Inspection (Schedule A-1), Construction Inspection (Schedule A-2), Term Agreement for Construction Inspection (Schedule A-3), and Construction Support (Schedule A-4). The characteristics of each agreement type are discussed in more detail in the Appendices, and a standard Scope of Services for each agreement type is also included.

The Department also has Statewide and multi-Region term agreements for specialized environmental services (hazardous waste, asbestos, air quality monitoring, etc.) which may be used to address problems on individual construction projects. See Section 2.3 of this manual “Use of Statewide and Multi-Region Term Agreements for Environmental Services” for guidance.

Consultant Job Manager

The Regional Construction Engineer will assign for each construction project a Consultant Job Manager (CJM), generally the Construction Supervisor. The CJM’s tasks and duties are:
• Prepare CONR 389 (request for construction inspection consultant) or CONR 390 (request for construction support consultant)

• Prepare consultant scope of services.

• Prepare Department's independent estimate of consultant effort required. This is used as a benchmark to compare with the consultant's estimates during negotiations and is an FHWA and NYS requirement.

• Negotiate with the consultant to develop an Agreement.

• Maintain documentation of negotiations.

• Submit Agreement to Contract Management Bureau for processing.

• Monitor Agreement processing.

• Oversee consultant's timely and satisfactory performance of work in accordance with the consultant agreement.

• Coordinate consultant's work with appropriate Regional and Main Office functional units (NOTE: The Regional Consultant Job Manager is responsible for informing the Project Manager of the project status or conditions that may affect the Cost, Schedule, Scope and Quality Agreement).

• Monitor contract expenditures and schedule vs. budget.

• Review and approve consultant applications for payment.

• Negotiate extra work and prepare associated Supplemental Agreements.

• Obtain necessary contract close-out documents when work is completed.

• Evaluate the Consultant's performance and file with the Contract Management Bureau.

Each of these functions will be described in detail in subsequent chapters.

PROCESS STEPS

I. Consultant Request, Selection and Designation
The CONR-389 Request for Consultant Construction Inspection Services

The process starts when a Region determines that not all of its construction inspection program can be produced with its in-house staff. In order to accomplish the work, the Region identifies individual projects or groups of projects as candidates for consultant construction inspection. The criteria for this selection are based on staffing requirements and the possible need for technical expertise beyond what is available in-house.

The need for a consultant must be reviewed and documented for each project. See the “Guidelines for Selection of Projects for Consultant Construction Inspection and Support” included in the Appendices.

The need for a construction inspection consultant must also be supported by the Region’s Construction Work Plan. The Work Plan is a database showing all anticipated projects for a construction season, the staff available and preliminary staff assignments. It is prepared annually during the winter and submitted to the Construction Division, then updated as needed throughout the year.

The Department has adopted a project management system to facilitate the progression of each project from pre-development through post-construction. Each project has a Project Manager, who is usually involved in the Region's decision to seek consultant services.

For each project identified, a request for consultant assistance (known as the CONR-389) is prepared in the Region and submitted to the Chief Engineer’s Office, the Contract Management Bureau and the Construction Division in Albany. This assures that the project is on the program, funds are available, and it has been sufficiently advanced to allow all parties to begin their work. The Chief Engineer’s Office must authorize funding before the project can be advertised.

If the submission contains no serious problems, an advertisement is prepared, including a consultant acquisition schedule which establishes due dates for critical steps in the process of getting a consultant designated and working on the project. This advertisement is prepared by the Construction Division from the information on the CONR-389 and reviewed by the Region and the Contract Management Bureau. If problems are found, the Main Office staff and the Region work together to resolve the issues. The Construction Division has authority for final approval of advertisements.

Consultant Selection

Once the advertisement and schedule are finalized, work is performed concurrently in the Contract Management Bureau, the Construction Division and the Region. The Contract Management Bureau performs administrative tasks with the intent of selecting the most qualified firm for the assignment. This typically includes: placing an advertisement for interested consultants to send in proposals, establishing
consultant selection committees, compiling scores, and recommending the best-qualified firm for designation. The Chief Engineer has authority for designation.

The designation process is covered in the Manual of Administrative Procedures (M.A.P.), Section 7.1-1-5.
The CONR-390 Request for Consultant Construction Support Services

The process starts when a Region determines that not all of the support for its construction program can be produced with its in-house staff. In order to accomplish the work, the Region identifies individual projects as candidates for consultant construction support. The criteria for this selection are based on the possible need for technical expertise beyond what is available in-house or, for consultant-designed projects, the support activities normally expected as part of a design services agreement.

The need for a consultant must be reviewed and documented for each project. See the “Guidelines for Selection of Projects for Consultant Construction Inspection and Support” included in the Appendices.

The Department has adopted a project management system to facilitate the progression of each project from pre-development through post-construction. The Region will assign a Project Manager, usually at the time of ADP preparation, so the Project Manager is usually involved in the Region's decision to seek consultant services.

For each project identified, a request (known as the CONR-390) for a Supplemental Agreement to the existing design services agreement is prepared in the Region and submitted to the Chief Engineer’s Office, the Contract Management Bureau and the Construction Division in Albany. This assures that the project is on the program, funds are available, and it has been sufficiently advanced to allow all parties to begin their work. The cost estimate is an order-of-magnitude maximum, as a detailed estimate is usually not possible for this sort of work.

II. Negotiations and Agreement Processing

Scope of Services Meeting

After the Consultant is designated by the Chief Engineer, a "Scope Meeting" is scheduled with the Consultant. At or before the Scope Meeting, the Consultant submits their initial proposal to the department. This contains the proposed staffing, direct non-salary cost items, and other information required by the Department. Information on salaries, overhead rate and fee is not included in this proposal. At the meeting, the Consultant, the Subconsultant(s), CJM, EIC, Regional Compliance Specialist and, as necessary, representatives from other Regional program areas review the details of the project, explain contract requirements, explain what tasks the Consultant is expected to perform, what tasks the State will perform, and review the materials that will be available at the start of work.

Negotiation

The CJM compares their independent estimate with the Consultant's proposal and advises the Consultant of any disagreements. The Contract Management Bureau and OEODC also conduct
preliminary reviews of financial data and cost elements, D/M/WBE participation, and sufficient provisions for EEO training. With the submission of these comments to the Consultant, a negotiation process takes place. Each reviewer may talk with the Consultant to resolve issues, may fax detail sheets or even meet to resolve concerns.

When agreement is reached the Consultant submits a “final proposal” (i.e. a proposal satisfactory to the Department). The Contract Management Bureau staff verifies that the Consultant's proposal includes appropriate and accurate data, checks wage rates, audited overhead rates, direct non-salary cost figures and principal's salaries. If the Consultant's proposal is within the Department's bottom line cost estimate, the Contract Management Bureau develops a formal contract and arranges for funding approvals. If not, cost negotiations are conducted by the Contract Management Bureau.

The agreement will consist of standard boilerplate articles, a signature page, the executive summary, location map, scope of services, standard State and Federal provisions, exhibits (A - titles, salaries and staffing for the prime consultant; B - direct non-salary costs and Subconsultant costs; C - cost summary; D - sample cost control report; E - additional standard provisions), a funding breakdown, and prevailing wage information.

After the contract is fully executed (signed by the State Comptroller), the CJM holds a meeting of Department staff, the Contractor and the Consultant to begin the project. It is called the “Get-Start Meeting”. If, in the unusual situation that the Get-Start Meeting is held before the agreement is fully executed, this is called an "early start" (See Section 3.3 “Procedure for Starting Work Before Final Approval of the Agreement” in this Manual).

The process for negotiations through final execution of an agreement is covered in the Manual of Administrative Procedures (M.A.P.), Section 7.1-1-6.

III. Consultant at Work

As the work progresses, the CJM's responsibilities include a general oversight of the Consultant's work. For construction inspection contracts, the Consultant will report to, and be directly responsible to, the EIC, but overall management responsibility still resides with the Regional Construction Office and the CJM. The EIC manages the Consultant’s work on a day-to-day basis, but the CJM should be fully aware of the requirements of the agreement, the progress of the construction contract and any issues or problems related to the Consultant.

Section 4.2 “Roles and Responsibilities” in this Manual provides more detailed guidance on the responsibilities of the EIC vs. the Regional Office. The section of this manual “Responsibilities of EIC/Resident Engineer/Inspector” shows a sample delineation of responsibilities for construction inspection contracts that include a Resident Engineer.
Each month the Consultant submits payment estimates ("bills" or "invoices") and cost control reports. After review and approval by the EIC, the CJM reviews each of these and, if satisfactory, approves the bill and submits the necessary copies to the Contract Payment Unit in the Main Office, with a copy to the Construction Division. If problems are encountered, the CJM seeks resolution with the Consultant.

A performance evaluation must be completed by the CJM annually, and at the completion of the project, for the prime Consultant and for each Subconsultant, with input from the EIC. This performance evaluation, or rating, is used in the selection process when considering future consultant designations. Performance evaluations should also be submitted any time there is significant change in the Consultant's performance, either better or worse.

The overall process for managing consultant agreements is covered in the Manual of Administrative Procedures (M.A.P.), Section 7.1-1-1.

**IV. Project Close-Out**

When the Consultant's work is finished, there is a detailed close-out procedure for the CJM (M.A.P. 7.1.1-4). Essentially, the process ensures that all work was completed and all project materials were turned over to the State.
1.2 PLANNING AND BUDGETING

All Regional requests for new consultant agreements, and supplemental agreements which involve additional funding, must be coordinated through the Regional Planning and Program Manager (RPPM). The RPPM in consultation with the Regional Director is responsible for managing the Region’s overall consultant budget, and maintains the Priority List of all needs that have been identified through the next Fiscal Year. The RPPM should be informed as soon as new needs are identified, or when cost estimates increase or decrease substantially for agreements and SA’s that are already on the Priority List. This allows the Region to prioritize and budget its needs in the most efficient manner.

The primary funding source for consultant agreements is the Engineering Services Fund (ESF). The Region’s ESF consultant allocation is used to fund virtually all construction inspection and support agreements. The same allocation is also used for design agreements, TASS (Term Agreements for Survey Services) and miscellaneous others. On occasion, alternative funding is provided (e.g. local funds, Thruway funds, State or Federal set-asides such as I-86, etc.), but as a rule of thumb, all consultant agreements for work performed on the State system are funded through a Region’s ESF consultant allocation.

The following is a brief summary of the process for determining and managing Regional consultant allocations from the ESF.

1. Prior to the start of each State Fiscal Year, the Budget Bureau provides the Chief Engineer’s Office with an estimate of statewide annual consultant appropriations available for allocation. The Chief Engineer’s Office works with the Office of Operations, the Office of Engineering and the Regions to determine their needs for that FY.

2) For Construction, each Region justifies their needs by submitting a Work Plan to the Construction Division. The Work Plan is a database showing all anticipated projects in the next FY, the staff available (including TCI’s) and preliminary staff assignments. It also shows which projects will be staffed using new or existing consultant agreements.

3) The Construction Division analyzes these Work Plans together with the Regional Priority Lists and letting goals to estimate the total consultant funding needs (original and supplemental agreements) for each Regional Construction Group, and submits these requests to the Chief Engineer’s Office.

4) The Chief Engineer’s Office works with the Office of Operations, the Office of Engineering and the Regions to develop final allocations within the overall ESF budget, and recommends these for approval by the Executive Program Committee.

5) Once allocations are made by the Executive Program Committee, the RPPM’s and the Regional Directors are responsible for managing and distributing the funds. Regional Priority Lists of anticipated design, construction and other agreements are maintained by the RPPM and funding for individual agreements is provided out of the same Regional allocation. There are not separate allocations for design, construction, etc. and the Region can shift funds as needed to adjust for program and letting changes.
6) At the end of the FY, any funds that have not been used will remain allocated and available to the Region for the next FY. However, once funds are provided for a specific agreement, any funds remaining when the agreement is closed will be returned to the Statewide fund.

**Encumbering Funds**

State funding, whether from the ESF or another source, is not actually encumbered (made available) until the appropriate information from an AC-340 Contract Encumbrance Request form has been entered by the Department’s Accounting Bureau into the New York State Comptroller’s Accounting System.

For new and supplemental consultant agreements, the Contract Management Bureau submits the AC-340 form to the Accounting Bureau after the Region has approved the Total Estimated Cost. For other types of transactions (e.g. transferring funds from one PIN to another in a term or multi-PIN agreement), the Accounting Bureau completes the AC-340 after they receive the request from the Region.
1.3 CONFIDENTIALITY OF INFORMATION

Certain information developed during the course of a consultant's work is to be “confidential” between the firm and the Department, as noted in the Manual of Administrative Procedures Section 7.1-1-1. Examples of confidential information are:

**Information about a firm's salary rates and personnel practices.**

In a competitive business climate, Department personnel must not engage in any activity that assists one firm at the expense of another. Disclosing detailed salary information about one firm to another, and even providing this information to employees within a firm, is improper. Remember that consultant firms are businesses and we have no authority to interfere with business relationships and competitive hiring issues.

**Consultant performance evaluations.**

The consultant performance evaluations that are developed by the Construction Job Managers are to be used by the Department and the individual consultant. This information is not to be conveyed to any third party.
CHAPTER 2

REQUEST FOR SERVICES, SELECTION AND DESIGNATION
2.1 REQUEST FOR CONSTRUCTION INSPECTION SERVICES: CONR-389

The initial step in the consultant designation process is the Region's transmittal of the Request for Consultant Services (Form CONR-389). The CONR-389 form and instructions are available on NYSDOT’s Intradot website at http://intradot/forms/econsreq.html and are also included in the Appendices to this manual. The completed CONR-389 form is emailed from the RPPM (or designee) to the Chief Engineer, the Construction Division and the Contract Management Bureau, who review it within a few days of receipt. As a result of this review, an advertisement and a consultant acquisition schedule is established and sent to the Region for comment. If questions about the project need resolution, the Region is contacted by telephone or email.

After the Construction Division concurs with the request and the Chief Engineer’s Office authorizes funding, the consultant acquisition process is initiated.

The information on the CONR-389 is used to:

- Confirm the type of consultant contract for the project.
- Identify the office and individual responsible for the project.
- Develop a consultant acquisition schedule.
- Start preparation of the consultant Scope of Services
- Start the designation process.
- Ensure that a reasonable level of funding has been authorized by the Region.
- Identify potential project related problems.
- Identify division of work between NYSDOT staff and consultant staff.

Instructions for completing the CONR-389 are contained in the associated document. If any information is not yet available, it should be so noted.

One of the most common problems relating to the CONR-389 submission is its timeliness. Ideally, you should allow at least six months between the submission date and the desired “get-start”. If submissions are late, there is a risk of not having a consultant available on the desired “get-start” date.

Construction Division staff are available to assist with the preparation and submission of CONR-389's as needed.
The initial step in the consultant construction support agreement process is the Region's transmittal of the Request for a Supplemental Agreement (Form CONR-390). The CONR-390 form is available on NYSDOT’s Intradot website at http://intradot/forms/econsreq.html and is also included in the Appendices to this manual. The completed CONR-390 form is emailed from the RPPM (or designee) to the Chief Engineer, the Construction Division and the Contract Management Bureau, who review it within a few days of receipt. A CONR-390 form is submitted instead of a CONR-389 because the Construction Support agreement is normally a supplement to the original design services agreement.

After the Construction Division concurs with the request and the Chief Engineer’s Office authorizes funding, the consultant construction support agreement process is initiated.

The information on the CONR-390 is used to:

- Confirm the type of consultant contract for the project.
- Identify the office and individual responsible for the project.
- Start preparation of the consultant Scope of Services and the Department's independent estimate.
- Ensure that a reasonable level of funding has been authorized by the Region.
- Identify potential project related problems.
- Identify division of work between NYSDOT staff and consultant staff.

One of the most common problems relating to the CONR-390 submission is its timeliness. Allow at least three months between the submission date and the desired “get-start”. If submissions are late, there is a risk of not having a consultant available on the desired “get-start” date.

Construction Division staff is available to assist with the preparation and submission of CONR-390's as needed.
2.3 USE OF STATEWIDE AND MULTI-REGION ENVIRONMENTAL TERM AGREEMENTS

Statewide and multi-Region term agreements for specialized environmental services are in place and should be used to resolve problems that can’t be handled by available State or CI/CS consultant staff. These agreements are flexible and can provide a wide range of services in the following areas:

- Hazardous waste
- Asbestos
- Air quality analysis/monitoring
- Wetlands/water
- Endangered species

Requests for services under these agreements should be made through the Regional Environmental Contact, who will identify the appropriate Consultant Job Manager in NYSDOT’s Main Office Consultant Management Bureau. The Construction Division should also be copied on these requests.
2.4 SCOPE OF SERVICES

General Information:

The Scope of Services in the contract specifies the services and materials to be provided by the State and the consultant.

The Consultant Job Manager prepares the Scope of Services based on available project information and in close consultation with appropriate job managers and specialists (Regional Construction Engineer, Project Designer, Structures Division, etc.).

The Scope of Services must reflect work consistent with specific project requirements in accordance with applicable policies and procedures. When preparing a scope of services the focus is on clarity of intent; the scope may change during the course of the construction, but if the original scope is precise/specific and detailed, the necessary changes will be made without argument and uncertainty. This precision is vitally important as a backdrop for comparing the originally anticipated work with the actual work as it occurs, so that extra work can be easily identified and defined.

The process for preparation of a Scope of Services is covered in the Manual of Administrative Procedures (M.A.P.), Section 7.1-1-6.

To prepare a Scope of Services for an original construction inspection agreement:

1. Assemble all available information pertaining to the project and consultant services needed. As a minimum, this consists of Form CONR 389 "Request for Consultant Services" plus the advertisement/request for qualifications and available project documents (e.g., plans, specifications, estimates).

2. Become familiar with the project by reviewing this material and, if necessary, visiting the project site.

3. Review the Schedule A "Standard Scope of Services". The Standard Scope of Services is a useful tool which provides task descriptions for most tasks which may be required on NYSDOT construction inspection jobs. It can be used without change on most projects. However, the CJM should add information for any project-specific tasks that are not covered in the Standard Scope of Services.

4. When choosing which tasks to include, assume the most likely work scenario wherever information is lacking. Choosing which items to include requires professional judgment based on experience with similar situations and knowledge of the project, the specific task, and the
construction inspection process. Wherever the uncertainty is too great for a confident guess, consult others having the specific expertise.

To prepare a Scope of Services for an original construction support agreement:

1. Assemble all available information pertaining to the project and consultant services needed. As a minimum, this consists of Form CONR 390 "Request for Supplemental Agreement" and available project documents (e.g., plans, specifications, estimates).

2. Become familiar with the project by reviewing this material and, if necessary, visiting the project site.

3. Review the "Standard Scope of Services" for Construction Support. The Standard Scope of Services is a useful tool which provides task descriptions for general tasks which may be required on NYSDOT construction support jobs. However, it is not a substitute for engineering judgement or project familiarity. Not all tasks will be required on every project. Furthermore, on many projects the CJM should add and/or customize task information so that it is project-specific.

4. Develop the Scope of Services and review it with appropriate job managers and specialists. When choosing which tasks to include, assume the most likely work scenario wherever information is lacking. Choosing which items to include requires professional judgment based on experience with similar situations and knowledge of the project, the specific task, and the construction support process. Wherever the uncertainty is too great for a confident guess, consult others having the specific expertise.

5. Continue to refine the Scope of Services during negotiation to reflect agreed-upon changes. Amend task descriptions. If necessary, attach technical assumptions regarding circumstances and means of accomplishing tasks. The final scope becomes the legal basis for agreed-upon staffing hours and direct non-salary cost items.

The Department prepares the Scope of Services and maintains control of all edits. Do not relinquish control to the consultant. The consultant may assist in word processing agreed upon changes to the Department's original Scope of Services, but a Scope of Services for undertaking a NYSDOT project and committing NYSDOT resources should never be prepared by a consultant.

Executive Summary

A brief summary must be provided as a preamble to the Scope of Services for all consultant Agreements. This summary should include, but not necessarily be limited to, a brief discussion of:
• The history of the project, including its connection with an overall program where applicable.
• The present status of the project.
• A brief description of the work included in the Scope of Services and the need for the work.
• The construction D number, projected letting date, and the estimated cost of construction.
• Any other pertinent information that would aid the reviewer in understanding the project.

This summary should be one or two (maximum) pages and be as self-explanatory and non-technical as possible. It is usually prepared by the CJM and updated, as made necessary by negotiations.

For Supplemental Agreements, the Executive Summary should indicate why the Supplemental is necessary. A concise explanation of any change in scope, complexity, or character of the work is required.
2.5 INDEPENDENT ESTIMATE

The Independent Estimate is a detailed analysis of the level of required staffing hours required for the consultant to perform the work described in the Scope of Services. It serves as documentation of the State's initial negotiating position, and is also the basis for review of the Consultant's initial proposal and subsequent negotiations (see Section 3.2 "Contract Negotiations" in this Manual). Without an Independent Estimate the CJM cannot effectively negotiate the engineering agreement. All assumptions and adjustments are considered part of the Independent Estimate and must be part of the written record. This documentation can be invaluable as a future reference when evaluating extra work claims.

The Independent Estimate is required by the Department's Manual of Administrative Procedures (MAP) 7.1-1-1 to support the allocation of capital funds for engineering agreements and is necessary documentation for Federal or State audits. From time to time both State and Federal auditors review individual project files for evidence of compliance with applicable policies and procedures of the organization. Independent estimates are one of their prime interests.

Description

The CJM prepares the initial Independent Estimate, based on the first draft of the Scope of Services, before the Scope of Services Meeting. After the meeting the CJM may revise it based on the discussion. This revision is the basis for negotiation.

The CJM prepares the Independent Estimate with the assistance of specialists within functional groups where necessary. The CJM's supervisor reviews the estimate and attests to its reasonableness for use as a basis for negotiation. During the course of negotiations, the CJM adjusts the Independent Estimate to reflect the documented changes and assumptions adopted when negotiating the final proposal.

Preparation

The staffing should be organized according to ASCE grades for engineering titles and NICET grades for non-engineering titles. These grades are described in the Appendices. Consultants operate in the public market and often use titles and salary rates which differ from those used by the State.

For construction inspection agreements, the CJM should expect the involvement of:

- Resident Engineers with P.E. and other professionals - ASCE grades IV - VII
- Resident Engineers without P.E., Office Engineers, inspectors, surveyors - NICET or ASCE grades I - IV
- Scheduling experts, or other professional experts - estimated ASCE grade equivalents

Consultant staffing levels should be consistent with State-inspected projects and the statewide patterns developed by the Construction Division.
Activities of the Consultant’s home office Project Manager is normally overhead, but there may be exceptions (e.g. large, complex projects where the PM takes a direct role in solving specific technical problems, or term agreements that involve an unusual amount of inspector scheduling and staffing). In such cases, direct costs for the Project Manager (typically ASCE grade V - VII) may be included at the discretion of the CJM and their supervisor.

For construction support agreements, the grades and titles should generally be the same as specified in the original design services agreement. The cost estimate is an order-of-magnitude maximum, as a detailed estimate for this sort of work is usually not possible.

All anticipated direct non-salary cost items and quantities should be identified. Examples are travel, photocopying, telephone, express and regular mail, CADD hours, insurance, expendable items and specialty subcontractors, to name a few. The costs assigned these items are later reviewed by the Contract Management Bureau for compliance with State and federal guidelines.

Consult other CJM's, Supervisors or in-house experts in Region Functional Units as necessary to estimate specific tasks.

Upon completion of negotiations get your supervisor's endorsement of the final revised estimate prior to acceptance of the final proposal (See Section 3.2 Contract Negotiations in this Manual).

NOTE: For agreements involving multiple projects, staffing tables and DNSC need to be detailed separately for each PIN. This is a FHWA requirement.

Submission to Contract Management Bureau

Upon completion of the independent estimate and the consultant Scope of Services, the CJM obtains supervisor approval of the documents and sends a copy of the consultant Scope of Services and a summary of the independent estimate (with DNSC items) to the Contract Management Bureau. This initiates the Contract Management Bureau's process of determining a fair and reasonable cost of the work. The process is outlined in Section 3.2 Contract Negotiations in this Manual.
2.6 CONSULTANT SELECTION PROCESS FOR CONSTRUCTION INSPECTION AGREEMENTS

Introduction

The NYSDOT Contract Management Bureau administers the consultant selection process. Its primary function is to initiate and develop agreements with private consultant firms. In support of this role, the CJM must maintain open communication with Contract Management Bureau staff to support their efforts.

The submission of the CONR-389 initiates the consultant selection process for a construction inspection project. This Chapter provides an overview of the Contract Management Bureau's function, as it relates to the Office of Operations, and describes the process separately for Conventional Agreements and Term Agreements.

The Role of Contract Management Bureau

The Contract Management Bureau serves a key role in obtaining construction inspection services from private engineering firms. Two units of the Contract Management Bureau perform this activity, the Consultant Designation Management Unit and the Consultant Agreement Management Unit.

- The Consultant Designation Management Unit processes Regional requests for construction inspection services by advertising the Department's need to obtain consultant services, administering the process used to select the most qualified firm from those indicating an interest, and maintaining the consultant evaluation system.

- The Consultant Agreement Management Unit develops the actual contract that incorporates the general agreement requirements (boiler plate articles), specific work tasks (scope of services), and cost components. They obtain the necessary approvals required to execute the agreement. This unit also provides contractual assistance throughout the duration of the agreements, processes Supplemental Agreements for extra work and closes out the contract upon completion of work. All these functions are described in subsequent chapters.

Types of Agreements

There are two different types of consultant contracts for construction inspection -- conventional agreements and term agreements. Conventional agreements are processed for individual projects, or in some cases for multiple projects that can be specifically identified prior to consultant selection. Major projects, and those aimed at specific groups of consultants (such as the Consultant Base Preservation Program, also known as the small firm program) are processed as conventional agreements.
Term agreements are processed to provide inspection on multiple project assignments that cannot be specifically identified prior to consultant selection. Typically, the assignments will involve lower-level inspection staff performing routine work on smaller projects. For this type of agreement, a "parent" agreement is executed without any specific project assignments. When a Region identifies a project eligible to be inspected by a term agreement consultant, there is no need to go through the entire designation process. Rather, it can be assigned to a specific term agreement contract through the Contract Management Bureau. It saves time in processing, but to the CJM the rest of the process is the same as used for the conventional agreements. The Scope of Services preparation, negotiations, monitoring and close-out are essentially the same. Items such as wage rates and overhead are determined once, at the initiation of the term agreement contract.

**Conventional Agreements**

**Request for Consultant Services:** (Tasks completed by the Consultant Designation Management Unit)

The Regions review their annual letting programs and identify all construction inspection projects scheduled for initiation within the next six-month period that will require the services of a consultant. When a project is ready for initiation, the Region submits a CONR-389 (Request for Consultant Services) to the Chief Engineer’s Office, the Construction Division and the Contract Management Bureau. These units jointly review the CONR-389 package.

After the Chief Engineer’s Office authorizes funding for the project, the Contract Management Bureau places a preliminary advertisement in the NYS Contract Reporter. This pre-ad contains only basic information about the project. At the same time, a detailed advertisement is prepared and is posted on NYSDOT’s website when it is ready. Consultant firms who are interested in the project then submit their qualifications in a formal expression-of-interest (EOI).

**Selection Process:** (Tasks completed by the Consultant Designation Management Unit)

The initial expressions-of-interest are electronic documents which are submitted by the prime firm and include information on all firms on the team. These expressions-of-interest are scored by a computer program to produce a shortlist of the best-qualified firms (typically 3-6 firms). Shortlisted firms are then asked to submit additional information in the form of a shortlist proposal for review by a standing Consultant Selection Committee.

The shortlist proposal consists of the following standard forms: Section I, NYSDOT 255 Shortlist Submittal Form; and Section II, NYSDOT Current Workload Disclosure form (CONR386). Section I is submitted by the prime firm and includes information on all firms on the team. A separate Section II is submitted for each individual firm on the team (prime and subconsultants). Certifications of NYS Disadvantaged/Minority/Women's Business Enterprise (D/M/WBE) status for each applicable firm are also included in the shortlist proposal as appropriate.
Standing Consultant Selection Committees have been established by the Chief Engineer, and serve for a period of at least 6 months. Committee members are SG-27 or higher and normally consist of one member from the Region requesting consultant services, one member from an adjacent Region and one member from the Construction Division.

Each committee member reviews the consultants' proposals and fills out a rating form for each team. For some exceptionally large and/or complex projects, consultants will also give oral presentations that are attended and rated by the committee. The Contract Management Bureau analyzes the rating forms, conducts committee meetings as necessary to resolve rating conflicts and develops a list ranking the consultants in their order of qualification. The list and recommendation for designation are submitted to the Assistant Commissioner of the program area responsible for the project (the Chief Engineer for the Office of Engineering).

Once approval is obtained, the designation recommendation is forwarded to the Consultant Agreement Management Unit of the Contract Management Bureau.

Designation of a consultant is an executive management decision. Likewise, should it become necessary, any termination or de-designation of a consultant must be approved by executive management.

**Term Agreements:**

This type of agreement, which is divided into two stages, allows the Region to retain a consultant to provide construction inspection services for multiple, small scale, routine projects in a rapid manner.

A **parent** agreement is established with the consultant that allows them to receive future **project assignments** within the assigned Region. Projects may be assigned to the parent agreement until the total value is reached. The Department is not obligated to fill the parent agreements to the maximum limit, and this occasionally happens.

Individual project assignments must be made within the term defined in the contract for the parent agreement as approved by the State Comptroller. The Region must define the staff titles, duration and Maximum Amount Payable for each project assignment, but this does not require any activity outside the Region except a reallocation of funds from the term agreement S PIN to the project specific PIN.

**Request for Consultant Services - Parent Agreement** *(Tasks completed by the Consultant Designation Management Unit)*

The Regions notify the Chief Engineer’s Office, the Contract Management Bureau and the Construction Division when they anticipate the need for a term agreement. They submit a CONR 389 with the
proposed dates and titles for the term agreement, and an estimate of the total cost. This information is used to initiate the consultant selection process.

**Consultant Selection - Parent Agreement** (Tasks completed by the Consultant Designation Management Unit)

The remaining steps are the same as for a conventional agreement.
It is the mission of the Office of Equal Opportunity Development & Compliance (OEODC) to facilitate participation by and services to traditionally disadvantaged persons in programs and activities administered by the New York State Department of Transportation.

Regarding the Department's Office of Operations, the OEODC serves a principal role in ensuring that the construction consultant program complies with NYSDOT policies and both federal and state laws regarding affirmative action.

**The Role of the OEODC and the Regional Compliance Specialist**

The programs administered by the OEODC that involve consultant services are:
1) The Disadvantaged / Minority / Women Business Enterprise (D/M/WBE) Program
2) The Training Program
4) Supportive Services

The Regional Compliance Specialist (RCS) plays a key role in administering and monitoring all of these programs as they relate to specific consultant agreements. The RCS should be consulted regarding any questions or problems that arise. The CJM’s involvement is usually limited to the D/M/WBE Program and the Training Program.

A brief description of each of the programs is provided below.

**D/M/WBE Consultant Program**

*General Administration:* The NYSDOT has established expectations for D/M/WBE firms to participate in the Department's consultant program. The OEODC monitors compliance with these expectations of work to be performed by D/M/WBE firms. The OEODC also determines firm eligibility and maintains a directory of certified D/M/WBE firms.

*Consultant Selection:* In response to the Department's request for consultant construction inspection services, the prime consultant firms include within their Expressions of Interest the name(s) of the D/M/WBE firm(s) they want as subconsultants, the general tasks to be performed by each firm and the percentage of the contract to be done by each. This information is evaluated and used in the selection of the consultant. In addition, the Department gives consideration to disadvantaged firms as prime consultants.
Scope of Services Meeting & Negotiations: The consultants are instructed to provide detailed descriptions of the tasks to be performed by the D/M/WBE subconsultants. These tasks are to be meaningful and consequential Commercially Useful Functions as defined by the Department (as described in the Appendices). The estimated cost to complete these tasks should approximate or exceed the proposed percentage indicated in the prime consultant's Expression of Interest (EOI).

Commercially Useful Function (CUF) assignments, which make up the vast majority of subconsultant assignments, result in subconsultants being more visible and participating in the mainstream of project activities and being present at scoping, negotiating, Get Start, and progress meetings related to the CUF. These assignments result in Department staff being more aware of the work of subconsultants. This does not, however, alter the present system of contracting between the State and the prime consultant by which the prime is responsible for delivery of all work of the project, in compliance with the requirements of the State.

As part of the negotiation process, the CJM reviews the D/M/WBE subconsultant(s) section of the proposal to ensure the tasks and estimated cost meet the above conditions.

Contract Duration: The CJM monitors the progress of the D/M/WBE subconsultant(s) throughout the duration of the agreement. If a problem occurs regarding the participation or performance of the D/M/WBE consultant(s), the CJM notifies the OEODC to obtain assistance in resolving the problem.

Training Program

General Information: The NYSDOT requires prime consultants to provide on-the-job training to minorities, women and other disadvantaged persons for Department projects for select types of work tasks, when estimated staffing levels exceed predetermined limits as shown in the Appendices.

Training requirements for construction inspection contracts are dependent on the type of agreement:

Conventional, Single -Project Agreements: A guide indicating the number of people to be trained and the duration required is shown in the Appendices.

Term and Multi-Project Agreements: Training requirements are based on the total DTL hours in individual project assignments rather than in the overall agreement. The guide in the Appendices should be followed to determine if training is needed and, if so, the number of people to be trained and the duration required. Typical term agreements involving short duration assignments do not require training.

During the negotiation process the CJM ensures that the prime consultant provides the correct amount of training hours. All consultant proposals (interim and final) are sent to the OEODC through the CJM.
Any Consultants who have difficulty finding an appropriate trainee should contact the RCS to identify referrals through the Joint Urban Manpower Program (JUMP), a Community Based Organization, or other recruitment sources.

**Equal Employment Opportunity (EEO) Provisions**

Provisions regarding Equal Employment Opportunities for Minorities and Women are included in Schedule “B” of all consultant Agreements. Item 12 describes the general provisions that are applicable to all Agreements. For Federally-funded Agreements, additional detailed provisions are provided at the end of Schedule “B”.

**Supportive Services**

OEODC provides a number of other services to assist D/M/WBE firms and to promote the participation and training of minority, female and disadvantaged individuals. The following is a brief summary of the services available:

1) Business Assessment and Implementation of Development Plans - provides an assessment of business strengths and weaknesses, a Development Plan to promote business growth, and up to 21.5 hours of assistance in implementing the Development Plan
2) D/M/WBE Business Outreach - provides information sessions on the D/M/WBE Program and business opportunities with NYSDOT
3) The NYSDOT Loan Program - provides working capital loans to firms participating in NYSDOT contracts.
4) Youth Construction Initiative Program - provides funding for a 2-year program of classroom and on-the-job training to help secure employment in construction or engineering
5) Joint Urban Manpower Program (JUMP) - provides assistance in recruiting and training females, minorities and disadvantaged individuals for entry-level positions on NYSDOT consultant agreements

**Forms**

NOTE: All OEODC forms should be submitted to the CJM, the RCS and OEODC.

After the Scope of Services meeting, consultants are required to submit the following forms along with the minutes of the meeting:

- AAP 43 EEO Officer Designation (for prime firm and each D/M/WBE subconsultant)
- AAP 46 Consultant Engineers EEO Report
- Schedule of Payments (as required by Article 5 of Agreement)

With the Final Proposal, consultants are required to submit the following forms:
AAP 44 Part I Subconsultant Division of Work (completed only by the D/M/WBE subconsultants)
If a Training Program is required in the Agreement, consultants are required to submit the following forms before beginning training:

- Training Program
- AAP 26 Training Progress Report, with resume and copy of High School Diploma or GED

If a Training Program is required in the Agreement, consultants are required to submit the following form monthly for each trainee or whenever there is a change in status of a trainee (e.g. upgrade, layoff, termination, completion of training):

- AAP 26 Training Progress Report

With each billing, consultants are required to submit the following forms:

- FIN 421 Consultant’s Payment Request for each D/M/WBE subconsultant
- AAP 7 Consultant Payment History (not required with 1st estimate or with 2nd estimate if prime has not yet been paid)

Thirty days, sixty days and ninety days after beginning work, and each July thereafter, consultants are required to submit the following form:

- AAP 46 Consultant Engineers EEO Report

With the Draft Final Bill, consultants are required to submit the following forms:

- AAP 44 Part II Subconsultant Division of Work (completed only by the D/M/WBE subconsultants)
- AAP 45 Subconsultant Evaluation Report (completed only by the prime consultant)
CHAPTER 3

NEGOTIATIONS AND PROCESSING OF AGREEMENT
3.1 SCOPE OF SERVICES MEETING

The designation letter sent by the Department specifies a date, time and location for the Scope of Services meeting. It also provides the designated Consultant with the computer diskette for the proposal, and prevailing wage information. The meeting, which generally occurs within a week of designation, is an opportunity to discuss the Consultant’s proposal, as well as details of the work, project schedule, and administrative requirements of the Department.

It is both a technical and administrative meeting. Attendees include the CJM, EIC, Regional Compliance Specialist (RCS), other representatives from the Region as necessary, and the prime Consultant and Subconsultant(s). It is important to present the Consultant with a complete description of the work and to identify any special concerns and features unique to the project. Therefore, attendance should include those individuals with this knowledge. This Scope Meeting is usually held in the Regional Office.

The RCS attends and presents the requirements for training and compliance with the affirmative action requirements. This usually precedes the technical portion of the meeting.

Prior to the Scope Meeting, the CJM and EIC should review the PS&E package for the project and discuss it with the design engineer, focusing on issues that will be a concern for the Consultant. Letting date should also be confirmed.

At or before the Scope Meeting, the Consultant should submit copies of their initial proposal to the Department. The proposal includes staffing requirements by title and direct non-salary costs. Copies are provided to the Consultant Job Manager, the Contract Management Bureau (three copies) and the Office of Equal Opportunity Development & Compliance (OEODC). The timely submission of this proposal is critical to staying on schedule. Therefore, the consultant should not be late with the submission. *If a proposal is not received on-time, and there is no satisfactory reason for the delay, the consultant's designation may be withdrawn.* If this occurs, the CJM must discuss the situation with the Contract Management Bureau's Contract Analyst, a principal in the consultant's office and the CJM's supervisor.

Note that the initial proposal does not include information on staff salaries, overhead and fee. These cost elements are negotiated separately by the Contract Management Bureau after technical negotiation by the CJM and the Consultant has been completed.

At the Scope Meeting, the CJM and Consultant conduct technical negotiation and agree on a date for submission of the firm's final proposal. Normally, this is within a week of the date of the Scope of Services meeting. The CJM should insist that the firm(s) make this and all submissions required during negotiations on a timely basis. Lack of timeliness on the firm's part may result in de-designation. It is up to the CJM to demand timeliness.
The CJM also has the responsibility for presenting an overview of the proposed project, including specific work limits, type of work involved, present conditions, schedule requirements, and unique features or constraints. The Department and the Consultant discuss in detail the project requirements, direct non-salary cost needs, project schedule, and the need for premium time (overtime). Measures that help define the work effort are discussed and agreed upon. This should be done in as much detail as possible in order to permit the Consultant's final proposal to address all aspects of the services required for the project.

The Consultant prepares a record of this meeting in the form of minutes, and sends copies to each attendee, as well as OEODC, within a week. The CJM coordinates comments and requests any necessary revisions from the Consultant.

The Consultant is also expected to prepare and submit their final proposal within the agreed timeframe, using information obtained at the meeting.
3.2 CONTRACT NEGOTIATIONS

The agreement between the Consultant and the State is developed through negotiations. The objectives of this process are to ensure: that all of the project requirements are clearly understood by the Consultant, that the work will be performed in the most efficient manner, and that the cost and staff effort allocated for the work is reasonable.

Negotiations are conducted in two separate steps: first, technical negotiation between the CJM and the Consultant to agree on the scope of services, staff titles and hours, and direct non-salary cost items; second, cost negotiations between the Contract Management Bureau and the Consultant to agree on all cost elements.

Technical negotiations begin at the consultant scope of services meeting (commonly called the "Scope Meeting"), when the Consultant submits the first proposal to the CJM. Using all of the information available about the project, the Consultant prepares the proposal by:

- Reviewing the advertisement and the Scope of Services.
- Developing a staffing table showing the staff titles proposed, and the number of hours for each title in each month.
- Listing the direct non-salary costs (DNSC) associated with the project. This includes equipment purchases, subcontractor costs, printing, etc.
- Contacting the CJM for resolution of any questions that arise during proposal preparation.

The process for negotiations is covered in the Manual of Administrative Procedures (M.A.P.), Section 7.1-1-6.

Timeliness of Proposals

The CJM and the Consultant should agree upon dates for the submission of the initial proposal and all revisions. The CJM should follow-up and insist that these mutually agreed upon dates are met. Time is of the essence in getting the Consultant's work under way and meeting project schedules. Until a contract is fully executed, the Consultant's designation is tentative, and firms that are non-responsive to the schedule should be reminded of this. Similarly, the CJM should complete their own reviews in a timely manner.

Review of Consultant Proposal

Three (3) copies of this first proposal should be submitted directly to the Contract Management Bureau (for preliminary review and pre-award audits), and one (1) copy directly to OEODC (for analysis of
training and Subconsultant participation). It should contain a staffing table, direct non-salary costs and summaries.

Upon receipt of the Consultant's proposal, the CJM reviews it to ensure the

- Format and content of proposal is acceptable.
- Staffing effort is reasonable, compared to advertised staffing level.
- Distribution of months by job title is acceptable.
- Direct non-salary cost reflects project requirements and is reasonable.
- D/M/WBE participation and EEO Training meet requirements.

There is no specific "rule of thumb" to apply to the process. The CJM, in recommending approval, certifies that the staffing effort, title distribution, and DNSC are reasonable and necessary to complete the assignment. Differences between the independent estimate and the proposal must be approved by the CJM’s supervisor and documented in the project files.

After the CJM has identified the areas of the proposal that do not reasonably correspond to the independent estimate and/or the original scope of services, these areas of concern are discussed and resolved through negotiations.

**Preparing for Negotiations**

Prior to the start of negotiations, the CJM should:

- Make a list of the issues to be discussed.
- Discuss the work with other experienced staff.
- Inform their supervisor of major differences between the Consultant's proposal and the independent estimate.

**Conducting Negotiations**

After receipt of the initial proposal, the CJM negotiates with the consultant team to reach agreement on the project scope, technical assumptions, staffing requirements, and direct non-salary costs. The CJM assists OEO DC in determining the number of training hours required and the acceptability of the Commercially Useful Function tasks (meaningful assignments that will enhance the sub's marketability and growth) assigned to the D/M/WBE subconsultant(s).

The CJM and the consultant are generally expected to reach agreement on a Final Proposal within 2 weeks of the Scope of Services Meeting.
Negotiations are conducted in many different ways. A simple telephone call might resolve some issues, while a meeting might be required to resolve others. This is a communication process that involves professional judgement and knowledge.

The CJM and the Consultant must document all communication to show the transition from the independent estimate to the Agreement. If possible, conduct negotiations over the telephone. This is usually possible for simple differences which do not require engineering judgements (i.e., staffing levels required for the project and direct non-salary costs).

Proposals which have a large difference in staffing, or if there are many differences to discuss, should be negotiated in person. The CJM should try to hold the meeting in their office. This will make it easier to call on experienced regional personnel, if necessary, to further explain the intent of the Consultant's assigned work. It is sometimes more efficient for the CJM to have these regional discussions prior to the negotiation meeting.

Direct Non-Salary Cost items should be reasonable in quantity and unit cost. The key to direct non-salary costs is to agree on a number of items; if more are necessary then there will be a basis for future negotiations. Similarly if less are needed then a reduction could be possible.

Some DNSC are set by State rates; mileage, per diem, lodging. Other rates are based on the CJM's judgement and experience. These include: cost of copies, telephone and mail. The Contract Management Bureau will subsequently review these rates for consistency with Comptroller's limits.

If at any time during negotiations a new Subconsultant is added to the team, the CJM should notify the Contract Management Bureau Contract Analyst so that necessary administrative and pre-award requirements can be completed without delaying processing of the agreement.

**Impasse**

If a mutually agreeable final proposal cannot be reached in a timely fashion through negotiations, the CJM has the option of requesting that the firm's tentative designation be withdrawn. This is a very critical decision, with consequences to the Consultant. Before any mention is made to the Consultant about the possibility of de-designation, the situation must be discussed with the CJM's supervisor, the Director of the Construction Division and the Director of the Contract Management Bureau.

**Final Proposal**

When the CJM and the Consultant have reached agreement relative to the scope, staffing tables, and direct non-salary costs, the Consultant prepares the final proposal and transmits three (3) copies to the CJM. The Consultant also provides a copy of the approved proposal directly to the Contract Management
Bureau with the computer diskette containing salary data, as well as the executive summary and Scope of Services in Word Perfect files.

After review of the submission to ensure consistency with negotiations, the CJM consolidates, and arranges chronologically, all documentation material into the negotiations file. This documentation is transmitted by memo to the CJM’s supervisor. A sample memo is shown in the Appendices.

After obtaining their supervisor's approval, the CJM transmits the final proposal to the Contract Management Bureau. This transmittal will include the approved copy of the Scope of Services, staffing tables, executive summary, complexity rating (for the Consultant and Subconsultants), completion schedule, and other elements of the Consultant's proposal. The CJM also sends a copy to the Office of Equal Opportunity Development and Compliance when D/M/WBE and/or training programs are involved, and a confirming letter to the Consultant.

**Contract Management Bureau Role** (Tasks completed by the Consultant Agreement Management Unit)

The Consultant Agreement Management Unit's initial tasks include: notifying the consultant of their selection, providing them with a copy of the computer diskette for submitting their cost proposal, and scheduling a Scope of Services meeting.

After receiving a final proposal from the consultant and the CJM, the Contract Management Bureau negotiates the maximum hourly salary rates, direct non-salary costs, overhead rate (the CJM assists in determining the overhead rate by defining the project's complexity) and net fee. Details of the cost negotiation process are provided below. The Contract Management Bureau notifies the CJM of the total cost for the agreement before beginning negotiation or providing a copy of the draft agreement to the consultant and the CJM.

The Contract Management Bureau then develops the actual contract that incorporates the general agreement requirements (boiler plate articles), specific work tasks (scope of services), and cost components; requests funding allocation via the AC-340; and obtains final approvals/signatures from the consultant, DOT executive management, FHWA (when applicable), the Attorney General and the State Comptroller.

The Contract Management Bureau then distributes copies of the approved agreement and notifies the consultant and the CJM that the work can begin.

**Cost Negotiation** (Tasks completed by the Consultant Agreement Management Unit)

**Conventional Agreements:**
The Contract Management Bureau verifies that the Consultant's proposal includes appropriate and accurate data. Prevailing wage rates, principal's salaries, audited overhead rates, and direct non-salary cost figures are checked. The Contract Management Bureau then establishes a "bottom line figure" that represents the fair and reasonable value of the project to the Department. The cost of the Consultant's proposal is then compared with the bottom line figure. If the Consultant's final proposal is acceptable, the contract is prepared. If it is higher, the Department's bottom line figure is presented to the Consultant as the start of cost negotiations.

The bottom line figure is the sum of the Department's determination of fair and reasonable direct labor, overhead, DNSC and net fee costs. It is calculated as follows:

Direct Labor:
- Labor hours as agreed to by the Consultant and the CJM.
- Salary rates applied using industry averages from data on file in the Contract Management Bureau.
- Salary for principals, officers and professional staff shall not exceed the maximum allowable rate determined by the Department.

Overhead Rate:
- Overhead for construction inspection or construction support services is based on the complexity of services rating and percentiles from industry data on file. The complexity rating is either routine, moderately complex, or complex. Overhead may be further modified if it is determined that there is special value to the Department from certain component costs of the firm's overhead rate that are high in relation to industry norms.

- Overhead for specialty firms is determined by reviewing data on file with the Contract Management Bureau for similar specialty firms. In cases where the pool of available data is too small, an analysis of audited rates, industry norms, the firm's unique methods of doing business, specialized equipment and expert personnel will be performed by the Contract Management Bureau.

Direct Non-salary Costs:
- Review of CJM approved figures with verification using Comptroller's rates, where applicable.

Net fee:
- Determine a fair and reasonable net fee using current practice.

Cost negotiations are only required if the cost of the Consultant's approved proposal is higher than the Department's fair and reasonable bottom line figure. The Consultant may only revise its proposed reimbursement rate for overhead, net fee, and salary, including salary increases. The Consultant may not
revise the Scope of Services or staffing table in order to lower the cost of the proposal and meet the Department's bottom line.

The Consultant is given an opportunity to revise its proposal to meet the bottom line during negotiations with the Contract Management Bureau. After one or two proposals and/or after a reasonable period of time for negotiations (as determined by the Department) have passed without agreement, the Department will consider that negotiations are at an impasse, and, after de-designation of the firm, will officially begin negotiations with the next most qualified firm.

**Term Agreements:**

- **Parent Agreement:**

  This follows the process for a conventional agreement, except that the scope of services is general in nature, covering the entire range of possible assignments. Negotiations are limited to salary and overhead rates.

- **Individual Project Assignments:**

  Once the parent agreement is in place, individual project assignments can be made. When the Region is ready to initiate a particular project within a term agreement, they use the titles and duration of the assignment to establish a Maximum Amount Payable (MAP) for the assignment, which may include a contingency amount of up to 5%. The Region then requests a reallocation of funds from the term agreement PIN to the project-specific PIN via a memo to the Accounting Bureau. The agreement D number and appropriate 9 digit PIN for the assignment must be included in the memo. Copies should be provided to the RPPM, the Construction Division, the Consultant and the EIC for the project.
3.3 PROCEDURE FOR STARTING WORK BEFORE FINAL APPROVAL OF THE AGREEMENT

The following section covers consultant work performed in advance of full execution of the Agreement. Under certain circumstances, such as budget restrictions, the Department may not permit consultants to perform such work. Therefore, the CJM must determine current policy before taking any action related to "early starts".

Early starts (so-called “working at risk”) are permissible if the State has established a pressing need to begin work such as soon-to-occur construction contract award in the case of construction inspection contracts. In general, the following must have occurred prior to granting permission for an early start:

• FHWA approval, if required, must be obtained.
• Form AC 340, Contract Encumbrance Request and, for federal aid projects, Form PR 1240, Letter of Approval and/or Authorization must have been obtained.
• Consultant and Department have signed the Agreement.

If these conditions have been met, the Consultant may begin work at their risk, and the following procedures will apply:

• Consultant must write a letter to the CJM requesting permission to start at risk.
• CJM verifies that the above conditions have been met. If any conditions have not been met, and the need to start work is great, the CJM contacts the Contract Management Bureau's Contract Analyst to discuss options.
• CJM issues written notice to the Consultant to begin work at risk, and provides a copy of the approval to the Contract Management Bureau. See the Appendices for a sample notice.
• CJM, in concert with the Contract Management Bureau's Contract Analyst, schedules the Get Start Meeting and work begins.
• Consultant can begin accumulating charges against the project effective on the date noted in the CJM’s approval of the Consultant’s request to begin work at risk. However, the Consultant cannot submit a request for payment until after the Agreement has been signed by the Comptroller signifying full execution of the Contract.

Conformance to the above conditions minimizes the risk to the Consultant.

Under certain circumstances, it may be possible to start even earlier. In these cases, the Department needs to establish a scope of services and come to an agreement with the firm on the appropriate staff and reimbursement rates before starting work. Such requests should be discussed with the Contract Management Bureau's Contract Analyst before the Consultant begins working.
In all instances, the Department must also have the Consultant’s Certificate(s) of Insurance (Contract Management Bureau), Conflict of Interest Statement (Contract Management Bureau and CJM) and site-specific Health and Safety Plan (CJM). The Certificate(s) of Insurance must show the start of coverage as being no later than the date the Consultant will actually begin work.

NOTE: In the event that, for some unforeseen circumstance, the Agreement is never fully executed, there will be no contractual basis for payment to the Consultant for work performed on the project. This should be stated in writing to the Consultant before any work is started.
4.1 PROJECT FILES

Introduction

For each Consultant Agreement, the CJM creates and maintains agreement files. Files are necessary for a number of reasons. These include:

- Enabling the CJM and others (when the CJM is unavailable) to quickly locate documents.
- Providing both State and Federal auditors with concise and organized files so they can easily establish a "paper trail" during audits.
- Dividing the project documents for archiving purposes.

General Organization

Department files collectively form the official record of important actions that occur, including directions given to the Consultant. Therefore, files must be complete, all corresponding parties and references must be clearly identified, and they must be organized to permit easy retrieval of information.

The content and identification of each file is as follows:

Agreement File

For the original agreement and all subsequent supplemental agreements, this file contains the agreement and all documentation relating to the project. It will typically contain the following items (filed chronologically) required to document the negotiations process:

- Documentation of need for consultant
- CONR389 or CONR390 with all attachments
- Consultant designation letter
- Draft and final Scope of Services
- Independent estimate and related data
- Scope of Services meeting minutes.
- Consultant's Proposals and related data.
• Approved copies of the Agreement and all Supplemental Agreements and memoranda of Understanding.

• All correspondence related to Extra Work.

• Any other correspondence or documents pertaining to the terms of the Agreement such as time extensions and approval of Subconsultants.

Progress Billing File

This file contains the file copy of all Progress Billings and support data submitted by the Consultant, such as overtime requests, and comments and corrections on previous bills. Detailed information is outlined in the "Consultant Billing Procedures" section. Also, the CJM may find it convenient to include an extra copy of the Consultant's current maximum hourly rates and titles which is found in the agreement. These rates are always referred to when checking bills.

Project Correspondence File

This file contains copies of work-related project correspondence generally filed in chronological order. An index in the front of each folder denoting the date, sender, recipient and subject of each transaction is encouraged. The index is keyed to a numbered identification placed on the lower right hand corner of each piece of correspondence.

On large, complex projects, the CJM may find it helpful to subdivide the correspondence file into specific, logical topics (e.g. staff approvals and performance, structural, safety, and environmental topics, etc.).

Cross Filing

Material pertaining to more than one filing category should be entered in all appropriate files and cross-referenced in each.
4.2 ROLES AND RESPONSIBILITIES

The chart on the following page presents an overview of the respective roles of field, Regional and Main Office staff in the administration of consultant construction inspection contracts. The responsibilities listed are based on specific requirements in the Schedule A Standard Scope of Services and/or the general contract articles. Depending on the type of contract, one or more of these requirements may not be applicable (e.g. monthly activity reports are required only for Resident Engineering and Inspection contracts). Refer to the chart in the Appendices entitled “Summary of Schedule A Elements” for a list of the requirements on each type of contract.

The general policy or “theme” of these requirements is that the EIC is not directly responsible for management issues related to the construction firm and staff. Regional Management has that responsibility. The EIC has a significant role as the first point of contact with consultant managers and staff on a day-to-day basis.

Another individual with an important role is the Consultant’s Project Manager. The Project Manager is typically a management-level person in the Consultant’s home office and responsible for general oversight of the project as well as negotiation, staffing, billings, coordination with subconsultants, etc. They are also expected to be take a pro-active role in quality assurance of their field staff’s performance by making periodic visits or phone calls. Regular communication between the CJM and the Project Manager is a key element in the success of the project, and they contacted whenever problems arise that cannot be solved at the project level.
<table>
<thead>
<tr>
<th>CONTRACT / SCHEDULE A REQUIREMENTS</th>
<th>ROLES &amp; RESPONSIBILITIES</th>
<th>Field (EIC)</th>
<th>Regional Office (Management)</th>
<th>Main Office (Construction Division)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality Management Plan</td>
<td></td>
<td>Review &amp; comment</td>
<td>Approve</td>
<td>QA</td>
</tr>
<tr>
<td>Ethics / Conflict of Interest Statement</td>
<td></td>
<td>Review &amp; comment</td>
<td>Approve</td>
<td>Exception only / QA</td>
</tr>
<tr>
<td>Safety &amp; Health Plan</td>
<td></td>
<td>Accept &amp; comment</td>
<td>Review &amp; comment</td>
<td>QA</td>
</tr>
<tr>
<td>Certificate of Insurance</td>
<td></td>
<td>Receive</td>
<td>Receive</td>
<td>QA</td>
</tr>
<tr>
<td>Resumes, Certifications and Initial Salaries</td>
<td>Field staff - review &amp; approve</td>
<td>Field staff - must concur in any rejections</td>
<td>Field staff - approve</td>
<td>Exception only / QA</td>
</tr>
<tr>
<td>Determination of Unsatisfactory Performance of Staff</td>
<td>May recommend rejection</td>
<td>Must concur in any rejections, after written performance evaluations and due process</td>
<td></td>
<td>Exception only / QA</td>
</tr>
<tr>
<td>Salary Increases</td>
<td></td>
<td>Review &amp; recommend approval or rejection</td>
<td>Must concur in any rejections</td>
<td>Exception only / QA</td>
</tr>
<tr>
<td>Changes in Title</td>
<td></td>
<td>Review &amp; recommend approval or rejection</td>
<td>Approve</td>
<td>Exception only</td>
</tr>
<tr>
<td>Monthly Activity Reports</td>
<td></td>
<td>Accept &amp; comment</td>
<td>Review &amp; comment</td>
<td>Exception only / QA</td>
</tr>
<tr>
<td>Estimates / Cost Control Reports</td>
<td></td>
<td>Review &amp; recommend approval</td>
<td>Approve</td>
<td>Review</td>
</tr>
<tr>
<td>Purchased Equipment DNSC Report (AD 176)</td>
<td>Review &amp; recommend approval</td>
<td>Approve</td>
<td></td>
<td>Exception only / QA</td>
</tr>
<tr>
<td>Performance Evaluations</td>
<td>Prepare &amp; submit</td>
<td>Concur</td>
<td>Review / QA</td>
<td></td>
</tr>
<tr>
<td>-------------------------</td>
<td>------------------</td>
<td>--------</td>
<td>-------------</td>
<td></td>
</tr>
</tbody>
</table>

Page 45
RESPONSIBILITIES OF EIC/RESIDENT ENGINEER/INSPECTOR

ENGINEER-IN-CHARGE

The Department will assign an EIC to each construction contract to oversee the project to ensure the Department’s policies and procedures are followed. The EIC is the State’s official representative on the contract and the Consultant must report to, and be directly responsible to, the EIC.

RESIDENT ENGINEER

On Resident Engineering and Inspection contracts, the Consultant assumes the duties of contract administration while the EIC should become less involved in daily construction activities. Project-specific decisions regarding assignment of responsibilities and communications protocol should be discussed at the get start meeting. The Resident Engineer through the EIC should also consult as needed with experienced EIC’s, the Construction Supervisor and/or the CJM for advice.

The Resident Engineer must be familiar with the most current version of Section 100 of NYSDOT’s Standard Specifications. The definitions contained therein will carry throughout the various aspects of the contract. Also, this section spells out the rights and responsibilities of the various parties to the contract. Of particular interest will be Section 105-11 A. Inspection. Fair and practical application of the 100 section through the contract will best serve the interests of the Department and the public. Knowledge of this section will give the Resident Engineer the proper authority and control over the contract to carry out the assignment.

The following chart is a delineation of the responsibilities of the Consultant’s Resident Engineer and the State’s EIC on a typical Resident Engineering and Inspection Services agreement:
### SAMPLE DELINEATION OF RESPONSIBILITIES

<table>
<thead>
<tr>
<th>ITEMS</th>
<th>RESIDENT ENGINEER</th>
<th>ENGINEER-IN-CHARGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Estimates</td>
<td>Review &amp; Check &amp; Sign</td>
<td>Review &amp; Recommend Approval</td>
</tr>
<tr>
<td>Orders-on-Contract</td>
<td>Review &amp; Check &amp; Sign</td>
<td>Review &amp; Sign</td>
</tr>
<tr>
<td>Engineer’s Diary</td>
<td>Enter Comments Daily and Sign</td>
<td>Enter Comments As Necessary &amp; Sign</td>
</tr>
<tr>
<td>Inspector’s Reports</td>
<td>Review, Sign &amp; Date</td>
<td>Review</td>
</tr>
<tr>
<td>Inspector’s Operations</td>
<td>Review &amp; Converse</td>
<td>Review Daily</td>
</tr>
<tr>
<td>In Field</td>
<td>Minimum of Twice Daily</td>
<td></td>
</tr>
<tr>
<td>Correspondence</td>
<td>Write</td>
<td>Initiate</td>
</tr>
<tr>
<td>Meetings</td>
<td>Take Notes &amp; Write Minutes</td>
<td>Initiate &amp; Chair</td>
</tr>
<tr>
<td>Press &amp; News Media</td>
<td>No Involvement</td>
<td>All Dealings</td>
</tr>
<tr>
<td>Public</td>
<td>No Involvement Except In</td>
<td>All Dealings Unless Otherwise</td>
</tr>
<tr>
<td></td>
<td>Absence of EIC</td>
<td>Provided</td>
</tr>
<tr>
<td>Contractor’s Operations</td>
<td>Daily Involvement But No</td>
<td>As EIC Sees Fit. Can Deviate &amp; Will</td>
</tr>
<tr>
<td></td>
<td>Deviations Without Approval of</td>
<td>Notify RE As Soon As Possible</td>
</tr>
<tr>
<td></td>
<td>EIC</td>
<td></td>
</tr>
<tr>
<td>Communications</td>
<td>Inform EIC of All Dealings With</td>
<td>Keep RE Informed Of All Pertinent</td>
</tr>
<tr>
<td></td>
<td>Contractor Daily</td>
<td>Information Regarding Project</td>
</tr>
<tr>
<td>Maintenance &amp;</td>
<td>One of Primary Responsibilities</td>
<td>Review Daily</td>
</tr>
<tr>
<td>Protection of Traffic</td>
<td>Review and Comment</td>
<td>Accept</td>
</tr>
<tr>
<td>Contractor’s Health &amp;</td>
<td>Review and Comment</td>
<td></td>
</tr>
<tr>
<td>Safety Plan</td>
<td>As Needed and Provide QA.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Coordinate with RCSC.</td>
<td></td>
</tr>
<tr>
<td>Health &amp; Safety</td>
<td>One of Primary Responsibilities</td>
<td></td>
</tr>
<tr>
<td></td>
<td>As Needed and Provide QA.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Coordinate with RCSC.</td>
<td></td>
</tr>
<tr>
<td>Assignments</td>
<td>Determine Placement Of Personnel</td>
<td>Monitor Performance &amp; Recommend</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Changes as Necessary</td>
</tr>
<tr>
<td>Reimbursable Expenses</td>
<td>Must Receive Approval of EIC</td>
<td>Approve Reimbursable Expenditures</td>
</tr>
<tr>
<td></td>
<td>Before Purchase of Reimbursable</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Items</td>
<td></td>
</tr>
</tbody>
</table>
INSPECTORS

The construction inspector is an auditor, accountant, administrator, diplomat, politician, interpreter, arbitrator, and a technician or engineer. Nearly all construction for the DOT is handled by private construction companies who bid for the work. The company with the lowest bid is selected, and this may set the stage for potential conflict. The Contractor will be trying to do the work at the least cost to maximize profits. The State wants the highest quality product built in accordance with the plans and specifications. It will be up to the EIC and the Consultant’s staff of engineers and technicians to coordinate and balance these conflicting interests to obtain a quality product within the spirit of the specifications, without undue injury to the Contractor or inspection staff, and with the least inconvenience and best value to the general public. This is a difficult task that requires the infusion of practicality, partnering principles and reality into the process.

The relationship with the Contractor should be at all times businesslike, fair and friendly, but there must be an insistence on quality work. The inspector should settle for nothing less. All the inspection staff have a responsibility not only to their own pride of achievement, but also to the people of the State of New York who are paying the bill. There are many different ways to do a job, but the best way, based on long years of experience, is written into our specifications. The specifications are carefully thought out, and developed from input from many experts within the Department and the highway construction industry.

A contract is a legal commitment to do certain work in a specific manner in a specific period of time. The inspectors have no authority to change the terms of the contract. For those items that are done “as ordered by the Engineer” (AOBE), the inspection staff must ensure that the order is proper and reasonable and is in accord with the intent of the contract, and that the EIC has provided clear direction as to their approval of the order and the inspectors’ authority with regard to the details of implementation.

The Department expects its employees and our Consultants to administer the contract in a cooperative and non-confrontational manner. Know your job, know the plans and specifications, and be fair to both the State and the Contractor.
4.3 STAFF APPROVALS

The procedures outlined below are necessary in the management of construction inspection consultant agreements to ensure that only qualified consultant personnel are hired and retained.

Qualified Personnel

All key and field inspection personnel employed by the Consultants will have the education, experience and necessary certifications required of employees in comparable Department positions. Key personnel are considered to be the Resident Engineer, Chief Inspector and Office Engineer. Specific educational and/or certification requirements may be waived when it can be demonstrated that the proposed employee has adequate practical experience to qualify for the position. In order to ensure that qualified personnel are hired and retained, the following procedures will be implemented:

1. The Consultant shall provide resumes, proof of required certifications and proposed salaries of all personnel to the EIC prior to their assignment to the project. For **key personnel**, the EIC should review and forward these to the Regional Construction Engineer for approval. For **all other personnel**, the EIC should review and approve, but the Regional Construction Engineer must concur in any rejections. Resumes and other documentation, and the Regional Construction Engineer’s approval of key personnel, shall become part of the project file.

2. Personnel whose resumes were presented in the Consultant’s NYSDOT 255 shortlist proposal shall be approved (provided all required certifications are in order). If **key personnel** whose resumes were presented in the Consultant’s NYSDOT 255 shortlist proposal are not available when required, the Consultant shall provide an explanation for the deficiency. If the explanation is acceptable, the Consultant must provide an equally qualified person. If the explanation is unacceptable, or if the Consultant cannot provide an equally qualified person, the CJM should contact the Construction Division and the Contract Management Bureau to discuss the possibility of de-designation.

3. All Consultant technicians shall provide proof of certification by the National Institute for Certification in Engineering Technologies (NICET) in accordance with Schedule A of the agreement.

4. In lieu of the NICET certification requirements, the Department may accept evidence that the person proposed for employment has satisfactorily performed similar duties as a former NYSDOT employee, has a combination of education and appropriate experience commensurate with the scope of the position in question, or qualifies for an equivalent ASCE grade. The logical extension of this policy is that an acceptable substitute for NICET certification would be possession of a college degree in civil engineering and appropriate experience commensurate with the scope of responsibility of the position in question.
Current policy on NICET/ASCE/NYS DOT grade level equivalencies is as follows:

<table>
<thead>
<tr>
<th>NICET</th>
<th>ASCE</th>
<th>NYS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trainee</td>
<td>----</td>
<td>EA</td>
</tr>
<tr>
<td>I</td>
<td>----</td>
<td>ET</td>
</tr>
<tr>
<td>II</td>
<td>----</td>
<td>SET</td>
</tr>
<tr>
<td>III</td>
<td>I/II</td>
<td>JE/PET</td>
</tr>
<tr>
<td>IV</td>
<td>III</td>
<td>CE1</td>
</tr>
<tr>
<td>----</td>
<td>IV</td>
<td>CE2</td>
</tr>
</tbody>
</table>

Our policy includes the equivalency of education/certification as an acceptable substitution for NICET certification as follows:

<table>
<thead>
<tr>
<th>NICET</th>
<th>EDUCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trainee</td>
<td>High School Diploma or G.E.D. with math background</td>
</tr>
<tr>
<td>I</td>
<td>Completion of one year in a program leading to an associate degree in Civil Engineering/Civil Technology including eight (8) credit hours in Math and eleven (11) credit hours in Civil Technology</td>
</tr>
<tr>
<td>II</td>
<td>Associate Degree in Civil Engineering/Technology</td>
</tr>
<tr>
<td>III</td>
<td>Bachelor’s Degree in Civil Engineering</td>
</tr>
<tr>
<td>IV</td>
<td>Master’s Degree in Civil Engineering</td>
</tr>
</tbody>
</table>

In addition, qualified individuals (candidates with appropriate experience to qualify them to take the NICET exam) may be hired, subject to the approval of the Regional Construction Engineer, without NICET certification if arrangements are made to have the individual take the first available NICET exam. Current policy also allows two exam attempts to obtain certification.

The standardization through NICET certification is encouraged. However, the above educational equivalents, with appropriate experience, are reasonable and are generally acceptable substitutes for NICET certification of construction inspectors who are otherwise qualified to serve in that position. Regional Construction Engineers shall use their best judgement in determining the acceptability of education and experience proposed in lieu of NICET certification. Such exceptions shall be explicitly approved by the RCE and documented in the field office and the Consultant’s file in the Regional Office. It is also acceptable to substitute a lower grade inspector than called for by the agreement, based upon a review of the work being performed, provided that the inspector is
paid at that lower grade level. Again, all such exceptions shall be explicitly approved by the RCE and documented.

The summary of hiring options under this policy are:

1) NICET certified
2) Former NYSDOT employee
3) ASCE qualified
4) Education with acceptable experience
5) Acceptable experience (provisional pending NICET certification)

**Substitution and transfer of key staff**

Transfer of key staff is generally not allowed. There are instances where one project is ending, the Consultant is designated for another project, and the Resident Engineer on the first project is one that the Department desires on the second project. In this instance, the Department would allow a staff transfer and a substitution. This is an exception and is only done when the transfer benefits the Department. If the transfer is from one Region to another, then both Regions must agree to the transfer, with any disagreement to be referred to the Construction Division.

There may also be situations when a key staff person ends their employment with a Consultant. The Consultant is expected to make every reasonable and professional effort to retain that individual until the end of the project, but if this is unsuccessful the Consultant must substitute an equally qualified individual approved by the Department, and at a rate no higher than the individual who is leaving.
4.4 CONSULTANT STAFF SALARIES

The Department’s policy concerning consultant wage rate increases is that they are acceptable according to the requirements of the contract. The current standard language (Schedule A) says that all proposed salary increases must be submitted for approval by the Department. Consultant staff wage increases shall be reviewed and approved by the EIC subject to the following considerations:

1. Acceptable performance of the firm. In cases where the basis of refusal to grant raises is a performance issue, the Construction Division must be advised in advance, with justification taking the form of a Consultant performance evaluation submission, and concurrence from the Construction Division obtained.

2. Maximum Amount Payable in the contract. Any salaries paid above the projected rate and up to the maximum rate are with the understanding that the Consultant will not exceed overall contract costs. Since average rates are used to arrive at the Total Estimated Cost for the agreement, persistent use of rates in excess of the averages without a comparable reduction in staff hours or rates for other titles could jeopardize the Consultant's ability to complete the work within budgeted amounts. In such a case, alert the prime Consultant to this possibility and re-emphasize the Consultant's obligation to complete the project within the Maximum Amount Payable.

3. Aggregate of all raises proposed each year for staff on the project should not exceed the average annual salary growth rate provided by the Contract Management Bureau. For example, if the average salary growth rate is 4% and there are three consultant staff -- a Resident Engineer at $40/hour and two NICET II's at $20/hour -- a raise of 5% for the RE is acceptable if the raises for the two inspectors average no more than 3%. The CMB will provide the Regions with the average annual salary growth rate that is used in determining the Maximum Amount Payable for each contract.

4. Maximum annual salary for each grade or title provided yearly by the CMB as contained either in the agreement, any supplemental agreements, or provided separately.

The Regional Construction Engineer must concur in any rejections of proposed consultant staff wage increases.
Overview

Consultants are paid for their work on a monthly basis. Payment is requested in a billing package which is assembled by the prime Consultant and submitted to the EIC. The bill details project expenditures, including: subcontractor and Subconsultant costs, Direct Non-Salary Costs, Direct Technical Labor, overhead and net fee. In addition, a Cost Control Report, a Progress Report and a Project Schedule (progress report and schedule typically required for Resident Engineering agreements only) accompany the bill to document the Consultant's work progress during the month and to evaluate the cumulative rate of project expenditures.

Because most consultant contracts are paid on a cost plus basis, the Department has a responsibility to control costs. Billing packages must be reviewed by the EIC, or another staff person who is familiar with the project and the Consultant Agreement. The review has three principal objectives – the first is to confirm the overall reasonableness of charges, the second is a more detailed check for compliance with the provisions of the agreement, and the third is to evaluate work progress and schedule vs. the budget. If no significant problems are identified, the EIC will sign and forward to the Regional Construction Office for processing. The approved package is sent to the Department's Contract Payment Unit in a format described herein.

The Submission

The Consultant is responsible for completing and submitting to the EIC the following forms for both the prime and Subconsultants:

1. Consultant's Payment Request Form FIN 421 front and reverse. (4 copies) This shows the summation of costs for the project during the billing period. The front of the form contains both the Consultant's signature and the Department's approval signature of the bill. Payment is made from data on the reverse side of the form, which should show all PINs regardless of whether or not there is current work.

2. Consultant's Payment Request Continuation FIN 422b. (4 copies) Prepared for each PIN, this is a detailed breakdown of costs for current and prior charges. It serves to keep track of expenditures by category. Submit only for PINs with current work.

3. Payroll Abstract Form FIN 423a. (4 copies) This shows the employee's name, title, hourly rate and hours worked on each PIN. It provides documentation for Direct Technical Labor charges. Submit only for PINs with current work.
4. Cost Control Report and chart of budgeted vs. actual DTL. (4 copies) Details of this report are included in the Agreement. It is both a summary of expenses to-date and a projection of costs to complete the project. The EIC, the CJM and Consultants use this to assess the fiscal status of the Agreement. For multi-PIN agreements, include an overall Cost Control Report showing all PINS regardless of whether there is current work and a separate Cost Control Report for each PIN with current work.

5. Direct Non-Salary Cost Summary for each PIN (4 copies). Submit only for PINs with current work.

6. Summary of Consultant Payments to Subconsultants AAP-7 (4 copies). Required only for contract numbers D015002 and up. This shows the dates and amounts of payments made by the prime consultant to subconsultants. It documents compliance with federal DBE regulations.

7. Relevant backup documentation (1 copy). Time sheets; per diem mileage and toll charges; and receipts for film, phone calls, etc.

The last regular bill is called a Draft Final Bill. An extra copy of this bill is required, since the CJM sends it to the Contract Management Bureau with a request to initiate the final audit.

The invoices must be bound in the following manner:

- **EIC:** One (1) copy of all forms, including the only copy of the backup documentation.
- **Expenditures Unit:** Two (2) copies of all forms, except for the backup documentation. The AAP-7 form should be clipped or otherwise attached for easy removal rather than bound or stapled into the package.
- **Regional Office:** One (1) copy of all forms, except for the backup documentation.

The EIC’s copy is maintained in the project files while the remaining three (3) copies are sent to the Regional Construction Office by the EIC for processing.

The FIN 421 form has separate sections for the engineering firm’s and the EIC’s signature along the bottom, and for the Merchandise/Invoice Received (MIR) date near the top. Original signatures and MIR dates must be provided on all five (5) copies.
The Main Office Expenditures Unit will reject the invoice if it does not have:
1) Original prime signature and subconsultant signatures on their FIN 421s
2) Original EIC signature on the prime consultant’s FIN 421
3) MIR date on the prime consultant’s FIN 421
4) AAP-7 form for contract numbers D015002 and up (exception for Estimate #1 and 2)

If the Consultant provides more than the required number of copies, particularly the backup
documentation, do not send them to the Regional Construction Office. Either file them with your
project records or discard as appropriate.

Backup Documentation

The backup documentation concerning “direct technical labor” and “direct non-salary costs” as well as
“net fee” calculations are the support justification for requesting payments. This information is reviewed
by the EIC and enables approval to be given. This backup documentation need not be submitted but
must be kept as part of the project records and, of course, kept by the Consultant as business records.
Backup documentation includes the following items:

1. Copies of Consultant staff time sheets or attendance records.
2. Copies of receipts for film, film processing, phone calls, batteries, photocopies, etc.
3. Copies of per diem summaries for mileage, parking fees, toll charges, meals, etc.

Supporting Documentation

For Resident Engineering agreements (and, in rare cases, for other agreements if included in the
Schedule A), the following information must accompany each submission. In the unusual event that no
monthly bill is submitted, the Consultant must still supply the following information.

1. Monthly Activity Report. (typically required in the Schedule A for Resident Engineering
agreements only). This is a Consultant's monthly statement of the Contractor’s
achievements, schedule status (ahead, behind, etc.), problems or disputes, budget outlook,
planned achievements for next month, and items or actions needed from the Department. It
is usually in letter format, with explanations provided, as necessary.

This item is for evaluation by the EIC and CJM only, and is not included in the package that is sent to
the Contract Payment Unit.
Evaluation of Progress Versus Expenditures

The Cost Control Report is utilized to analyze progress versus expenditures and provide the basis for recommending approval of the Consultant's request for payment. It represents the basic tool necessary to manage the fiscal aspects of the agreement.

Each month the Cost Control Report prepared by the Consultant indicates the estimated overall progress to date as a percentage of the total effort. Similarly, the "Cost to Date" column totals and the "Budget" column totals of the Cost Control Report can be used to determine the comparable percentage relative to the monetary aspects of the contract. The two percentages should be reasonably consistent or a satisfactory explanation provided before the EIC recommends approval of the Consultant's request for payment. Information in the "Budget + Authorized Extra Work" column may help to explain any significant differences (e.g. Supplemental Agreements have increased the budget).

The “% of Construction Completed” should also be checked as an indication of the progress of the consultant contract vs. the construction contract, and whether a time extension of the Consultant Agreement may be needed.

Direct Technical Labor

The major component of the cost is labor. The hours and other costs reported by the Consultant can only be judged on their reasonableness for the work accomplished. This ultimately corresponds to a satisfactory product (as described in the scope of services) for a reasonable cost (as established by the maximum amount payable). Checking the mathematical extension of hours, rates, etc. does little to ensure reasonableness of costs, but the chart of actual DTL costs vs. budgeted DTL costs should provide a good indication of potential problems or savings.

The CJM should review the titles and wage rates shown in the billing package to ensure that the exact titles are provided for in the agreement and that the salaries do not exceed the approved maximum rates. Amounts above the maximum are the responsibility of the Consultant and cannot be billed directly, or included in overhead. Occasionally the work may require a title not currently included in the agreement. The Consultant should write to the Contract Management Bureau requesting that a title(s) be added after obtaining concurrence from the CJM. The title(s) and corresponding maximum rate(s) will be incorporated by letter into the agreement.

The maximum hourly rates are shown in the agreement (usually as Exhibit "A") for each year of work. If the work extends beyond the years in the agreement, the firm must request new maximum rates each year by submitting salary information to the Contract Management Bureau. After review, new rates will be incorporated by letter, with copies forwarded to the Office of the State Comptroller, the Consultant and the CJM. If, when reviewing a bill, the current year's maximum salary rates cannot be located, the CJM should contact the Contract Analyst in the Contract Management Bureau.
The CJM should be satisfied that the work accomplished by each title is appropriate for that level within the organization (i.e., you would not expect to pay a principal at their normal salary rate for performing construction inspection). When a higher title person performs work below that which is expected for the title, the salary rate is adjusted downward to the appropriate level.

**Overtime Charges**

Contractors must obtain dispensation to work overtime on NYSDOT construction projects. Likewise, written authorization is necessary from the CJM before a consultant can incur overtime charges. This authorization is at the discretion of the CJM, after considering the best interest of the Department. Keep in mind that the authorization is simply an approval for the Consultant to bill at the overtime rate instead of the normal salary rate. The difference between the two is called the premium portion for overtime.

If overtime has been authorized, the CJM should refer to Exhibit A, Salary Schedules, in the Agreement to determine overtime rates for each job title. When reviewing the bill, the CJM should note the following:

1. Consultant's employees may work overtime at the firm's convenience if the employees are paid their normal hourly rate for each overtime hour worked and/or the premium portion is not billed.

2. A higher (premium) rate can be paid for overtime in order to adequately inspect the Contractor’s operations.

3. The higher (premium) rate is only paid if prior approval is obtained from the CJM in charge of payments.

4. This Premium Pay (overtime rate minus regular rate) is charged in Item IB - Direct Salaries, and overhead is not applied.

5. Additional funds are not provided when overtime is authorized. The excessive use of premium rate overtime may deplete project funds before all work is completed.

**Direct Technical Labor for Project Managers**

Typical activities of a Project Manager and other higher-level home office staff are considered overhead. This would include negotiation, staffing, billings, coordination with subconsultants, general oversight and quality assurance, etc. There may be occasions, however, when the PM takes a more direct role in solving specific technical problems, and in such cases, direct costs for the Project Manager are allowable at the discretion of the CJM and their supervisor. Note that reimbursement
should correspond to the level of services that are provided (i.e. a PM who fills in as an Office Engineer until an acceptable candidate is found should be paid at the Office Engineer rate). Direct reimbursement may also be considered on term agreements that require an unusual amount of effort by the PM to coordinate scheduling and staffing of inspectors.

**Direct Non-Salary Costs**

If out-of-pocket expenses are billed, the bill package must include sufficient details for the EIC’s review. It should be organized by expense category (travel, per diem, meals, car rentals, etc.) and identify personnel who incurred the expense. Each item of expense must include the date and purpose. Invoices, receipts, etc., should be submitted to and reviewed by the EIC but not included in the packages sent to the Regional Office unless specifically requested by the CJM. However, the Consultant's expense file should cross reference the invoices to the specific bill and the Consultant’s job number in order to simplify the final audit. Only actual expenses will be reimbursed, unless rates for specific items are identified in the Agreement as not subject to audit (e.g. mileage rates for personal vehicles). Reimbursements for travel expenses are limited to rates and conditions approved by the Comptroller.

The CJM should review the DNSC charges to be sure that the items are appropriate under the terms of the Agreement.

**Subconsultant bills**

Subconsultants are paid through the prime Consultant. Each Subconsultant bill is submitted as a part of the prime Consultant's bill and payment is made to the prime. It is then the responsibility of the prime to pay the Subconsultant. Article 5 of the Agreement states that a schedule shall be established for billing between the prime and Subconsultant and that bills will be submitted to the State by the prime for the Subconsultant even if the prime has no charges. Additionally, it establishes a time frame for the prime Consultant to submit Subconsultant bills to the Department and for the prime to pay the Subconsultant after receipt of funds.

If Subconsultants were required to estimate their salary costs, direct non-salary costs, overhead, etc. in Exhibit “B” of the Agreement, their request for payment to the prime Consultant must be itemized in the same manner as the prime Consultant's request to the Department, and included with the progress bill. All aspects of the sub-consultant's billing should be checked to the same extent as the prime Consultant's bill.

The budgeted amount shown for the Subconsultant should conform to the funding breakdown in Exhibit "C" of the Agreement (or relevant Supplemental Agreement or MOU). The level of participation of Subconsultants should be approximately equal to the established goal and reflect all changes in project scope and complexity that arise during the term of the contract. Supplemental Agreements for extra
work should be reflected in the project budget and level of Subconsultant participation. Use of any Subconsultant not in the Agreement or approved Supplemental Agreements and MOU should be approved in advance by the Contract Management Bureau.

The budgeted amount for Subconsultant services should not be changed or reallocated by the prime without approval of the Department. When D/M/WBE Subconsultants are involved, their share of the work, based on direct technical labor cost, should match the agreement.

In the situation where a Supplemental Agreement is being processed and firms are working at risk (without a fully executed Supplemental Agreement for this work), the funds earmarked for a Subconsultant should not be used to make progress payments to the prime, except when:

- there are no outstanding charges from the Subconsultant
- the Subconsultant is not incurring additional costs on project tasks
- the Subconsultant is advised and agrees with the proposal to continue making progress payments from remaining resources while the SA is being prepared

If there is a change in the Scope of Services during the life of the contract that significantly reduces the effort that a D/M/WBE Subconsultant is scheduled to perform, and the D/M/WBE Subconsultant cannot perform other services, the prime should immediately contact the Department to seek approval of a reduction in the D/M/WBE goal commitment for that contract.

Budgeted amounts should be cross checked on occasion with the Cost Control Report to verify consistency.

**Overhead**

For conventional agreements, the estimated overhead rate for each firm (at the time the agreement is executed) is included in Article 2, Item III of the agreement. For term agreements, the estimated overhead rate for each firm (at the time the agreement is executed) is included as a component of the specific hourly rates noted in Exhibit A of the agreement. A firm's overhead rate is subject to change each year, and therefore a revised billing rate is provided by the Contract Management Bureau each year when new financial information is provided by the Consultant. The maximum rate that can be reimbursed, however, is limited by Article 2 (or Schedule A for term agreements), so billings should be checked carefully to ensure that the Consultant is reimbursed properly. The actual overhead rate for each accounting period in the agreement (each fiscal year) is determined by the Contract Audit Bureau at final audit, and the Consultant may have to repay the Department if more overhead has been reimbursed than justified by audit.
Approval and Processing Procedures

Upon completing the review of a consultant's bill the EIC should:

• If the bill is correctly prepared, recommend payment as submitted.
• If minor errors are found, make corrections and forward for payment with a copy of the correction to the Consultant, or list as audit exceptions in a cover memo and forward for payment with a copy to the Consultant instructing them to make the necessary adjustments in the next submission.
• If major errors are encountered, discuss the problem with the Consultant and return the bill to the Consultant for correction.

It is the Department's intention to be reasonably accommodating in the processing of consultant bills. Department personnel responsible for review and approval should not reject billings for minor errors. In the instance of minor omissions or errors that can easily be annotated on the voucher, the reviewer can elect to make the changes and forward the corrected billing for payment (the right hand column of FIN 421 is for this purpose). A copy of the amended voucher should be sent to the Consultant for use in preparing subsequent requests for payment. **Corrections that would adjust the payment to increase the amount requested by the Consultant cannot be made using this procedure. The amount of a bill may only be decreased, it can never be increased by anyone other than the Consultant.** If the bill is revised, all calculations affected by the change should also be revised and initialed by the person making the change.

Bills with errors not easily corrected but still considered minor may, at the discretion of the EIC, be forwarded for payment with the errors listed in a cover memo as audit exceptions. The Consultant should be instructed to make the necessary adjustments in the next submission. These instructions should be in writing, and describe the problem and the corrective action required. A copy of this letter should be included with the estimate.

Similarly, if errors are discovered after the bill has been processed and paid, instruct the Consultant to make the necessary adjustments in the next submission. Again, these instructions should be in writing, and describe the problem and the corrective action required.

Corrections to previous estimates should be included: on line 2 of the FIN 421; under the Current Work Performed column of the FIN 421 (reverse); under the Current Work Performed column of the FIN 422 using an unused line labeled “Correction of prior estimates”; and under the This Period column of the Cost Control Report again using an unused line labeled “Correction of prior estimates”. A copy of the letter instructing the consultant to make these changes and a schedule showing full details of the correction including prior estimate number(s), period(s) covered, cost adjustment(s) by category and the reason(s) should be attached to each copy of the voucher forwarded for payment.
Adjustments to payments after the Draft Final Bill is submitted are difficult. Therefore, if the amount of the Draft Final Bill needs to be increased, it must be returned to the Consultant for correction, even if the amounts are small. As in all cases involving adjustments to bills, the CJM must discuss specific situations with the Consultant.

If payment is recommended, the EIC should sign and enter the appropriate MIR date on all five copies.

When the approved bill is received from the EIC, the CJM should:

• Transmit via memo (see example cover memo included in the Appendices, use the same columns and cc) two copies of the approved progress billing to the Contract Payment Unit.

The address is: N.Y.S.D.O.T., State Office Campus
Contract Payments
Building 5, Room 418  M.C. 0755
1220 Washington Avenue
Albany, New York 12232

Time Requirements

The MIR date is the date on which a correct and properly documented payment request (Form FIN 421 Consultant's Payment Request) is received by the designated payment office. This will usually be the office of the EIC. If the payment request is not complete, then the MIR date is established according to the procedure described in The Office of the State Comptroller Bulletin A-91, which is included in the Appendices.

The EIC is responsible for reviewing the estimate and must enter the MIR date on all copies of the FIN 421. Since documentation must be maintained in the project records to support all MIR date determinations, all invoices should be date stamped when received by the designated payment office.

In order to avoid payment of interest on invoices, it will be necessary for all consultant payments to be delivered to the Contract Payment Unit within two weeks of the MIR Date. The State must pay interest to the Consultant if payment has not been made within thirty days of the MIR date.

Draft Final Bill

At the end of the Consultant's work there is a draft final bill. This bill is paid in the same manner as any other bill. If the Consultant exceeded the Maximum Amount Payable it should be shown and deductions made on the forms by the Consultant (see instruction 5 for FIN 421 reverse below). This is the only way the auditors will allow unbilled charges to surface for consideration during the final audit. An extra copy of the draft final bill is submitted by the Consultant and, after review, it is transmitted to
the Contract Management Bureau with a request for final audit. The Contract Management Bureau will then request the audit from the Contract Audit Bureau.

Refer to the Contract Closeout section of this manual for more details on the closeout procedure.

**Review Checklist for Consultant Bills**

The following is a detailed list of items to check on each consultant bill. It is in addition to the most important aspect of review - Are the hours, titles and direct non-salary costs reasonable for the work accomplished?

**FIN 421 Consultant's Payment Request**

1. Work Period dates and Estimate Numbers show continuity and match all other forms. Estimate numbers must be sequential whole numbers only, with no alphabetical suffixes. For multi-PIN agreements, do not start over with estimate #1 when starting work on a new PIN.

2. Contract Number is correct. This must be the Contract D Number, not the PIN.

3. Original Contract Amount agrees with Maximum Amount Payable for the original Agreement. Current Contract Amount agrees with the current Maximum Amount Payable from the original Agreement plus all approved Supplemental Agreements.

4. Amount shown for line 1, Total Work Reported on Previous Estimates, agrees with that shown on line 3 of the Previous Estimate.

5. Remaining entries on the front of FIN 421 agree with figures shown on the reverse side of FIN 421.

6. Retainage is not withheld for Agreements executed on or after October 1, 1999. For contracts executed before October 1, 1999, if the Consultant has a Revolving Retainage Deposit Agreement (RRDA) with the State, the RRDA contract D number should be entered on the designated line in the upper box. If the Subconsultant has an RRDA, do not withhold retainage from the Subconsultant. If the prime Consultant has an RRDA, do not withhold retainage on the prime Consultant's portion of the bill. If a consultant wants to develop an RRDA, tell them to call the Contract Management Bureau (518) 457-2600.

7. Certification by Consultant is signed by an officer of the firm.

**FIN 421 (Reverse)**
1. PINs are complete (all 9 digits) and correct.

2. Charges are correctly carried over for each 9 digit PIN from its corresponding FIN 422a.

3. Computation of retainage agrees with the provisions of the Agreement or a Revolving Retainage Deposit Agreement (RRDA) is in effect. Retainage is not withheld for Agreements executed on or after October 1, 1999.

4. Maximum Allocation thru SA column amounts agree with current budgeted amounts (i.e., Agreement plus any approved Supplemental Agreements and reallocations).

5. If the "To Date" amount exceeds the Maximum Allocation on the FIN 421 reverse, a negative amount should be shown in the Funds Remaining Over/Under column. Such overages should be subtracted out of the Work Performed columns on a separate line titled Overage on the FIN 421 reverse and on line 4 of the FIN 421, so that the total expenditures do not exceed the Maximum Allocation.

**FIN 422a Consultant's Payment Request Continuation** - A separate form is needed for each 9 digit PIN.

1. Prior column amounts agree with those shown in the Previous Estimate to date column.

2. Current column amounts agree with amounts carried forward from FIN 423, computations shown on a separate sheet for net fee, and the Direct Non-Salary Costs Summary.

3. Subconsultants and subcontractors are identified by name and have separate entries. The entries should agree with corresponding figures shown on attached billings from each.

4. Computation of net fee agrees with the provisions of the Agreement (Articles 2 and 5 for conventional agreements, component of Specific Hourly Rates for term agreements).

**FIN 423 Consultant's Payroll Abstract**
(Time sheets should not be submitted unless specifically requested by the CJM)

1. Period covered agrees with FIN 421 Consultant's Payment Request.

2. Contract Number and 9 Digit PIN is shown and is correct.

3. Titles agree with those shown in Agreement. If additional titles are needed, the Consultant should write to the Contract Management Bureau requesting approval of specific titles along with proposed maximum hourly rates and an explanation of the need for them. The Contract Management Bureau will incorporate the titles after concurrence by the CJM.
4. Hourly rates do not exceed maximum shown in Agreement or in a subsequent letter from Contract Management Bureau to Consultant approving new maximum hourly rates for subsequent years.

5. Premium overtime is shown properly, was previously authorized by the CJM, and is within the authorized limits.

6. Compare hourly rates being charged to the average rates shown in the Agreement. Since average rates are used to arrive at the Total Estimated Cost for the agreement, persistent use of rates in excess of the averages without a comparable reduction in staff hours could jeopardize the Consultant's ability to complete the work within budgeted amounts. In such a case, alert the prime Consultant to this possibility and re-emphasize the Consultant's obligation to complete the project within the Maximum Amount Payable.
Direct Non-Salary Costs Summary

1. Summary is organized by expense categories (travel, per diem, meals, air fare, car rentals, etc.) and identifies personnel who incurred the expense.

2. The date and purpose of each expenditure is shown. This is particularly important because the EIC has a unique responsibility to ensure that each expenditure is justified for the project.

3. Reimbursement for travel expenses conforms to rates and conditions approved by the Comptroller unless special conditions are noted in the agreement.

4. Amounts charged for specific items of direct non-salary costs itemized in the proposal conform to approved rates shown in Exhibit “B” of the Agreement, or rate changes subsequently approved. The CJM should be familiar with Section 4.9 "Guidelines for Direct Non-Salary Cost (DNSC) Charges for Consultant Construction Agreements" in this Manual.

5. All charges are appropriate for payment under the terms of the Agreement.

6. Copies of invoices and receipts should not be included unless requested by the Job Manager. The Consultant should save originals for the final audit.

Overhead

1. Rate is consistent with agreement or rate changes subsequently approved by the Contract Management Bureau or Contract Audit Bureau.

2. Computation uses only regular time DTL charges.

CONR 324-1a Cost Control Report

Instructions for completing this form are included in the agreement.

1. Project Phase Categorization is flexible and should be broken down in sufficient detail to be appropriate as a tool for the Consultant and the CJM to monitor the running costs.

2. Column 3, Estimated to Complete, is a deliberate estimate and not merely a subtraction between the Budget and Cost to Date columns.

3. Column 5, Budget agrees with amounts shown in Agreement including all approved Supplementals.

5. Column 7, Under-Over, totals out within the Maximum Amount payable or an explanation is annotated (Supplemental in process, etc.).

6. Column 8, Percent Phase Complete, is a deliberate estimate and agrees with Project Progress Chart.

7. The report is signed and dated by the consultant’s Project Manager.

**AAP-7 Summary of Consultant Payments to Subconsultants**

1. Previous estimate # and date submitted match with previous FIN 421. There may be a lag of two estimates (e.g. if estimate #2 is submitted before estimate #1 is paid, estimate #3 would report on estimate #1). All estimates from estimate #3 on must include the AAP-7 even if no work was performed by subconsultants during the period reported on.

2. Amount requested by each subconsultant matches amount paid, or if not an explanation is provided.
4.6 REALLOCATION OF FUNDS ON TERM OR MULTI-PIN AGREEMENTS

Funds may be reallocated from one PIN to another in a multi-PIN agreement, or from the base agreement “S” PIN to a project specific PIN in a term agreement, via a memo from the CJM to the Accounting & Fiscal Services Bureau. A new AC-340 is not required as long as the overall Maximum Amount Payable for the agreement will not be exceeded and no time extension for the agreement is needed. See the Appendices for a sample memo.

To allow sufficient time for the reallocation of funds to take place, this memo must be submitted at least 30 days prior to the first project estimate when the funds will be needed.
4.7 EXTRA OR ADDITIONAL WORK REQUESTS, MEMORANDA OF UNDERSTANDING AND SUPPLEMENTAL AGREEMENTS

It will occasionally be necessary to add to or revise tasks assigned to the consultant in the original Agreement (e.g. when a construction contract is extended or work is added to it which requires additional consultant hours and/or funds). All such added or revised tasks are categorized as either extra work or additional work. For extra work, or other significant changes in the contract terms and conditions, a Supplemental Agreement must be processed to incorporate it into the consultant’s contract. Additional work, or other minor changes in the contract terms and conditions, can be incorporated into the consultant’s contract with a Memorandum of Understanding. A Supplemental Agreement for additional work is required only if the Maximum Amount Payable will be exceeded.

Note that tasks generally cannot be added to an agreement unless they were covered under the scope of services in the published advertisement for the project. This is true even for agreements that underrun and have significant funds remaining. Exceptions to this policy must be discussed in advance with the Construction Division and the Contract Management Bureau.

It is also important to note that, if a construction contract is extended with engineering charges, all costs for construction inspection (DTL, OH, fee, DNSC, etc.) of the project after that date must be tracked as noted in the MURK Part 1A, Section 108-04.

**Extra Work**

Extra work is a **significant change** in the scope, complexity or character of the work as negotiated and provided for in the current Scope of Services (and previously approved Supplemental Agreements). Scope changes are new work or changes in work quantities which change the services and actions required of the Consultant. Complexity changes result from work that is more difficult to perform than the parties to the contract could reasonably have been expected to anticipate at the time they negotiated the contract. Changes in character are having to perform work in a manner different from that which was anticipated at the time the contract was negotiated. Extra work results from significant changes to these factors - changes that increase the degree of consultant risk, consultant investment, project complexity, duration, or overhead.

**Additional Work**

Unlike extra work, additional work is a **minor change** in the scope, complexity or character of the work as negotiated and provided for in the current Scope of Services (and previously approved Supplemental Agreements). It is based on the FHWA concept of reasonable and justified cost overruns, but may also include new work of a minor nature. Additional work does not significantly increase the degree of consultant risk, consultant investment, project complexity, duration, or overhead.
Net fee

When making the distinction between extra work and additional work, the CJM is determining if net fee will be added to the contract. Net fee is a dollar amount, established by negotiation, to pay the Consultant for profit and costs not reimbursable as overhead, direct non-salary costs or direct technical labor. The amount of net fee allocated to an agreement is based on the degree of consultant risk, consultant investment, project complexity, duration and overhead. If work is added to an agreement that has little or no effect on these factors (additional work) the net fee for the agreement will not be adjusted. However, if the work is determined to be extra work, net fee will be increased.

When evaluating the extra or additional work to be included and compensated in the agreement, the CJM should also evaluate the scope and tasks to determine what efforts originally included are no longer expected to be undertaken by the Consultant. Based on progress of the project, it may be decided that levels of effort need to be eliminated or adjusted downward. These factors should be considered in determining the net effect and whether a Supplemental Agreement is warranted.

Overrun

During the course of the project, the effort required to provide construction services may substantially exceed that which is provided for in the agreement. This is termed an overrun. Overruns can be due to inefficiency, over staffing, inexperience, etc. The Department will not increase the value of an agreement for these reasons. However, subject to FHWA approval (when necessary), the value of an agreement will be increased if the Department concurs that the overrun is a result of extra or additional work.

One item which can cause overruns is a revised overhead billing rate, which makes each hour of labor more expensive than originally estimated in the agreement. Consultants and CJM's should be aware that an increase in overhead is not a justification for an overrun that exceeds the Maximum Amount Payable, and that all work originally included in the agreement must be completed within the Maximum Amount Payable unless substantial extra or additional work has been identified.

The above policy is formally outlined in Article 7, Extra Work in the agreement.
4.8 PROCESSING OF EXTRA OR ADDITIONAL WORK REQUESTS AND SUPPLEMENTAL AGREEMENTS OR MEMORANDA OF UNDERSTANDING

The following are the steps that the Department will follow in processing an extra or additional work request, and ultimately, a Supplemental Agreement or Memorandum of Understanding/Note that the Consultant is responsible for monitoring their work and initiating requests with sufficient advance notice. The Consultant cannot be paid for the work until the relevant Supplemental Agreement or Memorandum of Understanding has been executed.

1. Consultant notifies Department that extra or additional work is required.

   The Consultant shall immediately notify the CJM if the firm believes that they are required to perform work that is not included in the presently established Scope of Services. This may result from the addition of new tasks or the modification of existing tasks because of a change in scope, complexity or character of the work. If the notification is oral, the Consultant will be directed to submit a formal work request in writing before performing the work. A written, but informal summary estimate is sufficient when time is critical, but a formal submission is required as soon as possible.

   The Consultant's written request will include a description of the extra or additional work, a table of estimated staffing titles and hours required to accomplish the work, and associated direct non-salary costs. If the Consultant believes that the work should be classified as extra work, justification should be provided. The Consultant shall include established overhead rates and an estimate of net fee (if applicable). The actual amount of net fee, if any, will be established later in the process by the Contract Management Bureau.

2. The CJM determines if request is appropriate.

   The CJM determines if the work is included in the current agreement (original plus approved supplementals) or if it is extra work or additional work (i.e., a determination of net fee eligibility). Guidance for this determination is found in the preceding section of this Manual. If the CJM concludes that the work is already in the current agreement, the Consultant is so notified. The Consultant may provide additional justification and request that the decision be reconsidered.

3. CJM seeks necessary funding.

   Upon becoming aware of any extra or additional work to be done which will necessitate a Supplemental Agreement and an increase in Maximum Amount Payable, the CJM should immediately inform the Project Manager and the RPPM to ensure that adequate funds are available.
4. CJM details work and estimates cost.

For extra or additional work tasks, the CJM will prepare an independent estimate of the staffing before negotiations with the Consultant, and, if possible, before obtaining the Consultant's formal proposal. Development of a Scope of Services is the responsibility of the CJM.

5. CJM and Consultant finalize scope and cost.

After reviewing the formal submission, preparing the supplemental scope of services, and finalizing the Department's staffing plan by obtaining supervisory approval, the CJM and the Consultant will jointly modify the supplemental scope of services, if necessary, and negotiate a reasonable staffing effort and direct non-salary cost estimate to accomplish the work. If the CJM classifies the work as additional work, the Consultant may submit additional information and request that the classification be reconsidered. Using that information, the CJM then reaches a decision concerning net fee applicability.

As a part of the negotiating process, the CJM must be aware of the role of the OEODC. That office must receive copies of all proposals received from the Consultant. OEODC reviews issues related to D/W/MBE Subconsultant participation and training provisions for the Supplemental Agreement.

Likewise, other Regional and/or Main Office units may have an interest in the work, or be able to provide assistance in the review of the Consultant proposal. It is the responsibility of the CJM to determine if contact with these groups should be made and to follow through, as appropriate, during the negotiations process.

6. CJM submits CONR 390 or Memorandum of Understanding.

For extra work (or additional work which requires an increase in the Maximum Amount Payable), once agreement is reached, the Region must send a CONR 390 form to the Chief Engineer’s Office, the Construction Division and the Contract Management Bureau. This initiates processing of a Supplemental Agreement.

For additional work that does not require an increase in the MAP, or other minor changes to the contract terms and conditions, once agreement is reached, the Consultant must complete three copies of a Memorandum of Understanding (see Appendices for sample MOU format) and send it to the CJM. The CJM must then sign and date all three copies and forward them to the Contract Management Bureau. The Director of the Contract Management Bureau will then execute the MOU and send signed copies to the Office of the State Comptroller and the CJM.
7. When Supplemental Agreement is Executed, CJM sends Consultant authorization to proceed.
8. Starting Work Before Obtaining a Fully Executed Supplemental Agreement

After the Department's written approval of the work, the firm may request to start the work before full execution of the Supplemental Agreement. This is called an "early start." Refer to Section 3.3 "Procedure For Starting Work Before Approval of the Agreement" for more details about "early starts".

9. Tracking the Requests

All work requests, both approved and pending, shall be tracked by the CJM. The tracking format shall include brief summaries of the scope of services of all extra work items (approved, being negotiated, awaiting approval, etc.). A list of key dates corresponding to the process outlined above shall also be included. A running total of costs shall also be kept. The tracking format shall also include the work tasks in the original agreement which are determined to be no longer needed or are reduced in scale so that the current total estimated cost of the work remains in focus.

9. When to Initiate A Supplemental Agreement

A judgement must be made by the CJM and the Consultant about when to initiate a Supplemental Agreement. Consideration should be given to not burdening the processing system with many small supplementals. However, an undue financial burden may be placed on the Consultant when a Supplemental Agreement is not in place and existing funds are insufficient to reimburse the firm for completed work. Regardless of the fiscal status of the project, a Supplemental Agreement must be prepared when the amount of work not included in the original Agreement accumulates to a threshold of $200,000, or 20% of the current Maximum Amount Payable, whichever is less. This includes the total direct technical labor, direct non-salary costs, overhead, and net fee.

Once the decision to process a Supplemental Agreement has been made (and the CONR390 form has been submitted to the Chief Engineer, Construction Division and Contract Management Bureau and received approval), the CJM should instruct the Consultant to contact the Contract Management Bureau for the correct disk and any additional information necessary. The supplemental should then be processed the same as the original agreement, with copies of the first proposal to the CJM, three (3) copies and the disk to the Contract Management Bureau, and one copy to OEODC. After negotiations are complete, the Consultant provides the CJM with three (3) copies of the final proposal: one of which is retained; one reviewed, approved and transmitted to Contract Management Bureau to initiate preparation; and one for OEODC or the Region. The Consultant provides a copy of the final proposal directly to the Contract Management Bureau with the computer disk containing salary data, as well as the executive summary and Scope of Services in WordPerfect file format.
For conventional agreement supplementals, if an extension of time is also necessary to complete the work, a time extension can be incorporated by adding Article 1 to the Supplemental Agreement boilerplate. If a time extension is necessary, the Comptroller will not execute a supplemental unless Article 1 is included or a separate time extension is processed. A separate time extension must be used to adjust the expiration date for a term agreement. For all time extensions, the CJM should ensure that the Consultant maintains insurance as required by Article 10.

10. Processing the Supplemental Agreement

The Supplemental Agreement will be processed consistent with current Department procedures. It is necessary for the CJM to be sure that proper funding is available for the work. This includes having the Regional Planning and Program Manager concur with funding availability. Processing of the Supplemental Agreement cannot progress until a Form CONR 390, approved by the Chief Engineer and the Construction Division, is received by the Contract Management Bureau.

The Supplemental Agreement, when signed by the Department, the Consultant, the Attorney General and the State Comptroller, will increase the Maximum Amount Payable with net fee adjusted, as appropriate.
4.9 GUIDELINES FOR DIRECT NON-SALARY COST (DNSC) CHARGES FOR CONSULTANT CONSTRUCTION AGREEMENTS

General

The objective of these guidelines is to provide consistency and uniformity in the treatment of DNSC and overhead items for all construction inspection or support projects being performed by a consultant. However, these guidelines are flexible and if a Consultant's normal practice is to include an item as DNSC on all projects, and the Consultant's accounting system supports it, that item may be included as a DNSC on a project even though the item is listed as overhead in these guidelines. The governing principle is the consistent segregation and accumulation of like costs. Treatments of specific items as DNSC is contingent on review by NYSDOT’s Contract Audit Bureau.

The following guidelines are applicable and consistent with the provisions of Federal Acquisition Regulations (FAR), Subpart 31.2 as modified by Subpart 31.105 for most Consultant Agreements.

Application

Payment may be made only for DNSC items used by the Consultant in the performance of the services described in the Agreement (or Supplemental Agreement).

Equipment, Furniture and Supplies, General

The process requirements for providing these items to and recovering these items from a Consultant is covered in the Manual of Administrative Procedures, Section 2.4-7-3. General policy is that equipment with significant salvage value (an initial unit cost of $100 or more and a probable life of at least one year) shall be tracked using Form AD 176 “Inspection Item Summary” and that items purchased shall become the property of the State at the completion of the work or, at the option of the State, appropriate value shall be established as a credit to the State.

This policy is noted in the Scope of Services for the consultant agreement and in the agreement boilerplate (Article 2, Item II for conventional agreements, Article 4, Item II for term agreements).

Items turned in by the Consultant must be in usable condition. Items wanted by the State which are not turned over at the end of the agreement should be deducted from the Consultant’s final billing at the original purchase price to the Consultant.

Upon completion of work, the Consultant must submit Form AD 176 to document final disposition of items purchased as DNSC or loaned from the Department. The CJM then forwards the AD 176 to their Regional Administrative Officer for signature and processing.
**Equipment, Major**

All equipment purchased or rented and charged as a DNSC shall be acquired in conformance with State purchasing rules. In general, such rules require written confirmation of the winning price quotation for equipment purchases or rentals $5,000 or less, written confirmation of at least three quotes received for purchases or rentals costing between $5,000 and $10,000, and the solicitation of at least five (5) sealed bids for purchases or rentals over $10,000. In addition, all purchases, rentals, trade-ins, insurance settlements, and disposal of equipment shall require the written authorization of the State's CJM.

**Equipment Loaned by The Department**

The Department has an inventory of equipment (> $300) which was purchased under previous Consultant agreements. Prior to authorizing the purchase or lease of equipment under a Consultant Agreement, the State's Consultant Job Manager will attempt to fill the Consultant's need from the inventory by submitting a Form AD 176 to the Department’s Business Administration Bureau, Materials Inventory Unit.

Any equipment assigned to the Consultant from the Department's inventory will be in usable condition. In the event that the equipment needs normal maintenance during the life of the Agreement, the Consultant will be reimbursed for these maintenance costs as direct non-salary costs. When it is no longer economical to repair or maintain the equipment, the item will be returned to the State and another piece of equipment will be provided or the Consultant will be permitted to procure new equipment.

**Transportation**

Reasonable transportation and per diem costs required for the adequate progression of the project, for personnel assigned to the project, are reimbursed at the Comptroller's current rates. Transportation cost will be acceptable only if specifically shown in the Agreement, or approved in writing by the State's CJM.

**Communications**

All reasonable mail, parcel post and other delivery charges for technical materials are acceptable as a DNSC.

**Supplies and Equipment**
Supplies and equipment fall into three general categories unless other reimbursement conditions for unique and/or costly equipment are agreed upon at the time of negotiations and shown in the Agreement, or are agreed upon in writing during the course of the Agreement.

A. Non-Expendable Technical Supplies and Equipment (Tools of the Trade)

These have a long life span and are generally not acceptable as DNSC, although depreciation of these tools of the trade would be acceptable in overhead. Examples:

1. Cameras and camera equipment.
2. Survey equipment such as levels, transits, short distance EDMs, rods, right angle prisms plumb bobs, steel tapes, machetes, sheaths, stake bags, etc.
3. Hammers and axes.
4. Testing equipment such as air meters, air monitoring pumps, Swiss hammers, slump hammers, slump cones and rods, density meters, wet film, gages, soil sieves, etc.
5. Drafting equipment such as scales, triangles, drafting sets, templates, protractors, etc.
6. Safety equipment such as hard hats and vests, fall protection harnesses and lanyards, laundered protective clothing, respirators, ear muffs, etc.

B. Expendable Technical Supplies and Equipment

This is equipment that would be expended under reasonable handling conditions during the life of the Agreement. It is acceptable as DNSC, as long as all audit requirements are fulfilled. Examples:

1. Film and its development
2. Specification books, and other DOT publications when required by the Agreement. Generally, one set per Agreement.
3. Printed Mylar Sheets.
4. Reproductions as required for submissions, bid documents, and during the normal progression of the project.
5. Safety equipment and supplies such as disposable protective clothing, respirator filter cartridges, safety glasses, hearing protection (ear plugs), air sampling tubes, personal air monitoring cartridges
6. Cloth tapes & thermometers

C Expendable Equipment & Tests for Lead Protection on Painting Contracts

Department procedures and OSHA standards require that exposure of employees to lead should be minimized to the extent possible. Based on the safe work practice procedures provided in MURK 1-C for protection of Department staff, it is expected that Consultant inspectors operating
under the same safe work practices will also have workplace exposure to lead below the Action Level, as defined in OSHA 1926.62. It is also assumed that, as a result of the anticipated low level of lead exposure, individual inspectors will not require respirators under the provisions of OSHA 1926.62(f)(1)(iii). As a result of these assumptions, no expendable equipment and tests such as respirator filters, disposable suits, personal air monitoring or blood tests are anticipated to be required on these contracts.

Should a site-specific initial exposure assessment indicate that the inspectors workplace exposure to lead may exceed the Action Level, all reasonable and verifiable expendable equipment and tests required by OSHA will by reimbursed as a DNSC. See item #3 below for guidelines.

Exceptions:

1) For bridges where the containment area is over high traffic volume roadways that require lane closure restrictions and have severe traffic impacts, containment area inspections may be conducted prior to total cleanup if doing so will minimize traffic disruption.

2) Spot QA inspections within the containment area may also be performed prior to total cleanup to ensure compliance with contract requirements. These inspection should be kept to a minimum.

3) If the above conditions are applicable, the following items may be estimated and included in the agreement:

   • Tyvek suits - one suit per workday for each inspector required to enter the containment area ($8 each)
   • Respirator cartridges - one per 25 containment area entries ($10 each). This assumes ½ hour entries in ventilated enclosures.
   • Blood lead level tests - one initial test and bimonthly follow-ups for each inspector required to enter the containment area ($75 each)
   • Pulmonary function tests - one initial test and yearly follow-ups for each inspector required to enter the containment area ($50 each)
   • Exposure monitoring sample analysis (per OSHA 1926.62) - one initial test for each inspector required to enter the containment area, with follow-ups every 6 months if above the Action Level and every 3 months if above the Permissible Exposure Limit ($30 each)

D. Office Supplies

All supplies that are normal to the operation of any office would be acceptable only as an overhead cost. This includes:
1. Company letterheads
2. Scratch pads
3. Pens, pencils and erasers
4. Clip Boards
5. Pencil Sharpeners
6. Cellophane Tape
7. Staplers, hole punches, etc.
**Personal Equipment**

Equipment such as rain gear, cold weather clothing, boots, gloves, and safety shoes, if provided by the Consultant, will not be acceptable as an overhead cost or as a direct non-salary cost.

**Other Specialized Technical Charges**

Acceptable as direct non-salary costs:

A. If the Consultant had been given the task of approving shop drawings, such charges as prints, photocopies, etc., specifically for the approval of shop drawings.

B. Any special technical equipment specifically noted in the DNSC breakdown in the Agreement.

**Insurance**

A. The insurance premiums for coverage as required by Article 10 (b) (4) of the Agreement are acceptable as a DNSC. These costs will fluctuate, however a reasonable approximation is ¼% of the Maximum Amount Payable, or $500 for each firm per year of Agreement, whichever is higher.

B. Other insurance, unless otherwise noted, is acceptable as overhead.

**Subconsultant Reimbursement**

Subconsultant services are reimbursable as DNSC. If the Subconsultant is shown in the consultant agreement, the method of payment and salaries are indicated in the Agreement. If the Subconsultant is not indicated in the Agreement, the name of the Subconsultant must be approved by the CJM, and the method of payment, hourly rates (both average and maximum, if appropriate), and the impact on the Consultant's net fee from using Subconsultants for part of their work, must be approved by the Contract Management Bureau. In either case, the Direct Non-salary Costs for the Subconsultant will follow the same guidelines as indicated above. For more details, refer to Section 4.10 "Adding New Subconsultants and Subcontractors to Ongoing Construction Inspection or Support Contracts" in this Manual.

In general, Subconsultants are not expected to procure items or services from other Subconsultants or Subcontractors. The prime Consultant will obtain these services, unless the Subconsultant effort or expertise creates a unique opportunity to more efficiently or economically progress the project, and approval is obtained from the CJM.

**Subcontractor Reimbursement**
Subcontractor work is reimbursable as DNSC. The charges are detailed in the prime Consultant’s bill to the Department but, unlike Subconsultant charges, payment is usually not broken into DTL, DNSC, overhead and net fee categories. It is based on the value of items delivered, or work accomplished. The amount of the quote or bid received in the selection process governs the maximum payment. For more details, refer to Section 4.10 “Adding New Subconsultants and Subcontractors to Ongoing Construction Inspection or Support Contracts” in this Manual.
4.10 ADDING NEW SUBCONSULTANTS AND SUBCONTRACTORS TO ONGOING CONSTRUCTION INSPECTION OR SUPPORT AGREEMENTS

During the course of work on construction contracts, it sometimes becomes necessary for the Consultant - Subconsultant team to use the services of other Subconsultants or subcontractors. This happens when assigned tasks fall outside of the experience and expertise of the Consultant - Subconsultant team. The following is a guide for use in these circumstances.

Early Contacts within the Department

If doing the work as a part of the existing contract is appropriate, and a new Subconsultant or subcontractor is needed, the CJM should contact the Contract Analyst in the Contract Management Bureau. This early contact will confirm that the method of selecting and hiring the new firm is consistent with current Department policies and Comptroller's regulations.

Subconsultant vs. Subcontractor Services

The procedure used to select, hire and pay for the services of a Subconsultant and a subcontractor are different. Therefore, the CJM, in consultation with the Contract Analyst, must determine which type of firm is needed for the proposed work.

- **Subconsultant** tasks are professional services that *usually* require the services of a professional engineer, landscape architect, land surveyor or other licensed professional. Provision of inspectors is also considered to fall within the broad definition of Subconsultant work. Under the Education Law, these services may not be obtained by competitive bids or price quotes.

- **Subcontractor** tasks are those for which professional services are *not* required. This covers a very broad range of work such as: performing laboratory testing and analysis, printing, and obtaining soil samples. As a general guide, if all of the following apply, the proposed work most likely can be considered as appropriate for a Subcontractor:

  A. All competent firms will achieve the same result (a professional opinion is not required).

  B. Performance of the tasks does not require a professional license under the Education Law of this State.

Subconsultant Selection

The scope of services for the task should be assigned to the prime Consultant. The Consultant must then either:
• Demonstrate that its own staff or persons employed by an existing Subconsultant have the experience and expertise required, or

• Propose a new Subconsultant.

If the Consultant attempts to demonstrate that the work can be accomplished by their firm or an existing Subconsultant, but the CJM supervising the Consultant’s activities does not concur, it will be necessary to obtain a new Subconsultant in accordance with the following procedures.

A. If the Consultant has been assigned similar tasks in the past, and was successful in using a particular expert or Subconsultant firm, the Consultant may offer that expert or firm for approval.

B. If the Consultant has not had the benefit of prior success using a given Subconsultant, the Consultant solicits a SF 255 (Subconsultants’ proposal for the specific work, including resumes and previous experience of the firm) and other pertinent information from each of three (3) or more interested firms. The Consultant should review these submissions and recommend the firm most qualified to provide the given services. If the Consultant is unable to solicit responses from three firms having the required experience, the Consultant should contact the Contract Management Bureau for assistance in the outreach.

If the above procedures are followed, Subconsultant selection is rather routine. Both the CJM and the Consultant should document all selection factors in the file for later use at final audit.

The CJM reviews the documentation, and notifies the Contract Management Bureau of the selection before authorizing the Consultant to tell the new firm that they have been selected. This permits Contract Management to check contractual aspects of the selection before taking the initial step in progressing a Supplemental Agreement or, if there is no MAP increase, a Memorandum of Understanding.

Subcontractor Selection

It is occasionally necessary for a Firm or Subconsultant to hire a Subcontractor to perform non-professional work. The basic guidelines are:

A. For subcontracts of $20,000 or less, the Consultant shall solicit at least three (3) quotes to ensure that the work is being performed in the most economical fashion. Records of efforts to obtain competition for this service shall be kept available for review.

For subcontracts in excess of $20,000, but less than $100,000, the Consultant shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids are received. After concurrence by the CJM, the Consultant will then enter into a subcontract with the low bidder. Every effort should be made to obtain the required number of bids. If the Consultant is unable to identify a large enough
pool of potential bidders, the Department, because of its experience in obtaining such services, may be able to augment the list of potential subcontractors.

For subcontracts equal to, or more than, $100,000, the Contract Management Bureau Contract Analyst must be consulted to determine if the work will be let by the Department, rather than by the Consultant.

B. For all printing contracts in excess of $10,000, the Consultant shall solicit a number of bids from qualified printers so that he will receive at least three (3) bids. The Consultant will then enter into a contract with the lowest bidder who is fully responsive to the invitation to bid.

The approval process for subcontractor selection depends on whether the need for subcontractor work is provided for in the current agreement. If the need for a subcontractor is identified in the agreement, and sufficient funds are included, the CJM can approve the selection of a subcontractor. The CJM is certifying that, based on written documentation provided by the Consultant, all of the above steps have been followed.

When the need for subcontractor work is not identified in the agreement, or if, as a result of adding subcontractor work, the current Maximum Amount Payable will be exceeded, the approval process is the same as for a Subconsultant (detailed above).

If the CJM has any questions or concerns about the process, they should be resolved with the Contract Management Bureau Contract Analyst before authorizing the Consultant to enter into an agreement with a subcontractor.
4.11 TIME EXTENSION PROCEDURES

The contract time extension procedure is provided in the Manual of Administrative Procedures (M.A.P.), Section 7.1-1-3 and 7.1-1-4. The critical steps are outlined in this Section.

Each consultant agreement expires at a time specified in the Agreement (Article 1 for conventional agreements, Article 6 for term agreements). CJMs should monitor the completion dates for all of their consultant agreements, and initiate requests for time extensions, as needed.

When a construction project falls behind schedule and it is unlikely that the Consultant’s work can be completed before their latest previously approved contract completion date, a time extension for the consultant contract is required. It should be processed as soon as the extension to the construction contract has been approved, or two months before the end of the current consultant contract completion date, whichever comes first. For multiple PIN agreements, a schedule change for even one of the projects requires a time extension for the entire agreement.

It is also important to note that, if a construction contract is extended with engineering charges, all costs for construction inspection (DTL, OH, fee, DNSC, etc.) after that date must be tracked as noted in the MURK Part 1A, Section 108-04.

Process steps:

1) CJM prepares memo requesting a time extension (see Appendices for sample memo) up to the anticipated final acceptance date of the consultant contract. CJM obtains informal concurrence from RPPM.

2) CJM sends letter to the Consultant, with time extension memo attached, requesting that the memo be signed by an authorized officer of the firm and returned to the CJM.

3) Consultant signs memo and returns to CJM.

4) CJM forwards memo with all signatures to the Contract Management Bureau Closeout Unit and copies the EIC and the Regional Director.

5) Contract Management Bureau prepares AC-340 form and submits to NYSDOT’s Accounting Bureau for entry into the Comptrollers’ Accounting System.

6) When verification of AC-340 is received from the Accounting Bureau, Contract Management Bureau transmits the original time extension memo and the AC-340, with a standard cover memo, to the Office of the State Comptroller, copying the CJM, the Consultant, the EIC and the Construction Division.
**4.12 CONSULTANT PERFORMANCE EVALUATIONS**

**Purpose**
Consultant performance evaluations are an objective evaluation of a firm's performance on a project, primarily intended to assist in the selection of "most qualified" firms for future assignments of a comparable nature. These evaluations are required by the NYS Department of Transportation Manual of Administrative Procedures (M.A.P. 7-1-1-1) and reflect regulatory requirements of Federal Acquisition Regulations (48 CFR Part 31) and NYS Finance Law (Sect.136). While not intended as a substitute for normal monitoring and control of ongoing projects, they frequently serve as a secondary tool for project managers.

Evaluations of a consultant's performance are required at the time an agreement is closed out (FINAL) and at least once per year (INTERIM) on the anniversary of NYS Comptroller approval of the Agreement. Additional INTERIM evaluations should be prepared whenever a major milestone is reached or a significant change in the firm's performance is noted. The overall objective is to have up-to-date, accurate performance information in the database used for consultant selection.

Consultant Performance Evaluations often serve the secondary purpose of offering a forum for discussion where the Department's CJM and the Consultant firm can exchange views on project performance. This open, yet structured, process can promote meaningful discussion which supplements normal project direction and facilitates progress of the agreement.

All consultant performance evaluations are classified as confidential documents and access must be restricted to authorized managers or program units. This chapter of the Construction Consultant Manual will provide further guidance on how the evaluations are prepared, who maintains the confidential database, the content of evaluations, the practical application of the evaluations in the NYSDOT Selection Process, and the general logistics associated with the process of evaluating a consultant's performance.

A copy of the Consultant Performance Evaluation form (CONR 323e) and instructions is included in the Appendices

**Responsible Parties** (M.A.P. uses Carriers of Responsibility)

THE CONSULTANT JOB MANAGER. The CJM having primary responsibility for administration of a consultant agreement prepares INTERIM or FINAL Performance Evaluations, with input or assistance from other Groups (Main Office or Region) involved in the receipt of consultant services and/or the direction of work performed by the Consultant. The CJM prepares the numerical ratings and narrative description and obtains its endorsement from the appropriate supervisor prior to formal filing. Included in this process is the determination of evaluation categories. The CJM is also responsible for ensuring that other appropriate groups are offered the opportunity to have input on the
rating or provide formal comments (narrative) as individual raters on the evaluation. The CJM's numerical ratings must reflect the consensus of all parties providing general input or separate narratives. All supplemental comments/narratives (Rater 2, 3, etc.) must be signed by the preparer and endorsed by an appropriate supervisor.

PROCEDURAL CONTROL. The Contract Management Bureau has been assigned procedural control of the consultant performance evaluation process for all NYSDOT Program Areas. As the official repository of performance evaluations, this Bureau maintains the Department-wide database used to store and retrieve performance data for use in selection or general management reviews. They are responsible for keeping the information CONFIDENTIAL and reminding all Regions, Management Staff, and Selection Committee Members that the evaluations and any summary thereof is CONFIDENTIAL. The Contract Management Bureau is also charged with distribution of the Performance Evaluation to the firm and receiving any formal response or comment (CONR 387) for incorporation in the Department's database.

Additionally, the Contract Management Bureau monitors all consultant agreements on at least a quarterly basis to ensure timely compliance with the filing requirements and to advise agreement administrators of those agreements coming due for evaluation in the next ninety day period. Status reports are prepared and distributed to Program Areas and Department Managers.

Development and maintenance of programs used for electronic filing of evaluations and retrieval of data for use in selection is the responsibility of the Contract Management Bureau.

Process

QUALITY CONTROL. Each Region has identified and assigned a Consultant Performance Evaluation Liaison (CPEL) to function as the primary contact between functional units preparing evaluations and the staff of the Contract Management Bureau responsible for the Department's overall database. Since each Region may have many active consultant agreements, it is essential that a system be adopted for ensuring prompt filing of evaluations and quality control of evaluation content. While the CPEL can monitor filing dates and provide general oversight or consistency review, it is incumbent on supervisors to ensure that the evaluations contain fair and accurate descriptions of a firm's project performance. All evaluations should be compiled keeping sight of their ultimate use as a tool for selection. Supervisors should encourage preparers to take full advantage of the narrative (comment section) so as to fully outline the rationale for ratings given in each category of the evaluation.

The overall process is relatively straightforward:

- The Contract Management Bureau advises the CPEL of those agreements coming due for evaluation in the next ninety-day period.
- The CPEL reminds the appropriate CJM of the need.
• The CJM prepares the evaluation, as described in this section.
• The CJM supervisor reviews the evaluation, resolves any concerns, and approves the evaluation sheet.
• The CPEL reviews the evaluation for format and consistency and prepares it for electronic transmission to the Contract Management Bureau.

Preparation of Consultant Performance Evaluations

Preparers of evaluations should be mindful of certain entries which can be sources of confusion:

• The identification number for a consultant engineering firm with multiple offices may be office specific and thus care must be exercised to report under the proper number. Similarly the office address must be checked for correctness.

• Some firms have had corporate reorganizations resulting in name changes. The consultant agreement could have been executed using a different firm name. The evaluation should use the name the firm is currently doing business as.

• Contract Management Bureau records frequently identify only the prime consultant in an agreement. The CJM must prepare separate evaluations for the prime and each Subconsultant working under that agreement. These should all be filed at the same time.

• Entries for contract value, staff hours, and % of total should be carefully considered before entering data. These fields serve two purposes. The contract value is a measure of the overall magnitude of the project assignment requiring consultant services, and thus reflects the total value of the agreement. By contrast, both staff hours and % of total are measures of the role an individual firm plays in the assignment (agreement). Thus these are only the hours or percent of contract dollars representing an individual firm's participation. Percent of total for agreements with multiple Subconsultants should always add up to one hundred percent.

Rating Scale. Currently the evaluation process utilizes a ten point numerical scale and a six category rating code. These have been deliberately designed to overlap rather than coincide. The intent is to allow evaluators to determine subjectively which numerical rating best fits the range of performance for the firm. Except for the highest and lowest rating codes there is a range of three points which could be applied to score the performance. This range approach is intended to permit the evaluator to better describe a firm's performance in the narrative comments section of the evaluation. Under this system a rating of Very Good could have a corresponding numerical value from seven to nine. The evaluator chooses a numerical value based on how steadfast their opinion may be concerning a firm's performance. A solid Very Good would qualify for an eight, while a firm that may show even better qualities might get a nine. Similar options are available when rating a firm as Good, Satisfactory, or Minimum Acceptable.
Numerical ratings on the first sheet of an evaluation reflect input from all Raters (evaluators) providing separate narrative comments on subsequent sheets. This occurs on agreements with multiple PINs (Projects). The CJM (individual with overall responsibility for managing the Agreement) must compile a composite score for each rating factor using input from each individual Rater. Either a weighted average or direct proportion approach may be used.

Typically the overall curve for evaluations can be described as bell shaped and focused on the upper six points of the scale with a mean score slightly above or below seven depending on project type, program area, and year evaluated. Very few evaluations are reported below the five point level.

**Performance Factors Evaluated** Numerical ratings are requested for various aspects of the work experience with a firm. An overall rating for the major work area is of primary importance. It represents summary of the evaluations given on general categories of performance (ALL CONSULTANTS section) and the project work products (BRIDGE/CONSTRUCTION INSPECTION CONSULTANTS for construction inspection consultants or DESIGN CONSULTANTS section for construction support consultants). It also serves as the sorting mechanism when it is necessary to obtain evaluation data for similar major work types on a future assignment. For example, if a new assignment for construction inspection is being offered for consultant services then the previous evaluations in the construction inspection category over the past three years for each interested firm is recalled from the database and used in the selection process.

**Subconsultant Evaluations** Perhaps the hardest firms to evaluate are Subconsultants. Nevertheless, Subconsultants must be evaluated in order that complete information is available in the selection process for "project teams". Subconsultant firms are a large portion of the performance evaluation workload for a Construction Job Manager but most direct contact on project schedule or contract matters is with the prime. The CJM must make a concerted effort to garner information regarding a Subconsultant's performance. The EIC is the primary source of information, but some input can also be obtained from progress reports, OEODC Compliance Specialists, and/or the prime Consultant.

Remember, it is most improper to ask the prime to actually evaluate their Subconsultant for you. Ask any question on timely adherence to schedule, quality of work product, or contract issues. But don't ask for a numerical rating.

**Narrative Section** The Rater input sheet is the most detailed element of the evaluation. Although presented in the format of three categories with subheadings, it is actually a huge memo field in the electronic database. CJMs compiling evaluations can describe a firm's performance on all aspects of the project in great detail. The word picture assists selection committee members to absorb the evaluator's impression of a firm's abilities, and the strengths or weaknesses of either key staff or the firm in general. Firms can draw constructive suggestions as well as positive feedback from the verbal description more readily than the numerical scores. Detailed justification for very high or very low
ratings serves to establish a clear reference frame and minimize arguments or misunderstandings. The narrative may be particularly important when the numerical ratings represent the differing views of several evaluators.

**Documentation.** The consultant performance evaluation process does not mandate separate files documenting a firm's performance on all aspects of a project or assignment. Routine correspondence files should contain information on all factors contributing to the assessment of performance. It is, however, recommended that a CJM keep an informal file of pertinent pieces of correspondence, response times for submissions, staffing difficulties, product quality, and cost control. This is a matter of individual preference but in the context of interim performance evaluations on an annual basis it serves to ensure that all aspects of performance in that period are considered in the evaluation.

It is assumed to be normal practice for an underachieving firm to have been given notice of the Department's dissatisfaction during the course of the project work. The formal evaluation should not come as a surprise to any firm providing services under a Department Agreement.

**Multiple PIN Agreements.** Performance evaluations are filed for an Agreement, not on individual projects. CJMs must be cognizant of this when the Agreement being evaluated contains multiple PINs. Separate rater comments should be prepared for each PIN or major work type. Since interim evaluations are automatically replaced in the active database with the next filing, the CJM may have to repeat information on a PIN previously evaluated so as to keep the current record complete. Supervisors in a particular program area should monitor evaluations for multiple PIN Agreements to ensure that no assignment is overlooked.
4.13 DEALING WITH POOR CONSULTANT PERFORMANCE

Introduction

For construction projects, the day-to-day relationship between consultants and the Department begins at the Scope of Services meeting and ends with contract acceptance and closeout. During this period there is a potential for problems to develop involving both the inspection and managerial aspects of a consultant's work. Even if a problem seems small, it should not be ignored. Things often get worse because larger problems can result from a basic misunderstanding about what is expected. While this section presents general guidance for the resolution of problems, remember that each situation is unique and may require a unique solution.

Problem Resolution

Once a problem is recognized, the first step is to investigate the situation. Decide how serious it is, how it can be corrected, its impact on other elements of the project (including cost and schedule), and the responsibility of the Consultant. In most situations, the CJM will need to alert the Regional Construction Engineer. Before going further, contact the Consultant's Project Manager and discuss possible solutions. Usually, this will resolve the problem.

In the event that resolution cannot be achieved, the CJM must decide if the problem results from poor or conflicting information provided to the Consultant. If this is the case, then clear direction must be given to the Consultant to correct the problem.

If it appears that the Consultant is performing poorly, and informal discussions with the Consultant's Project Manager are not resolving the situation, put your concerns in writing and be sure to notify your supervisor and the Consultant's management (usually a Principal in the firm). State clearly the problem and your expectations. If the problem is serious, begin to document the situation and all discussions for future reference. This will be of great value if further action against the Consultant becomes necessary. A meeting between management level individuals from both the Department and the Consultant may be necessary to resolve the issue.

Allegations of poor consultant performance can have serious consequences to the firm, the Consultant's staff and the progress of the project. Therefore, it is the responsibility of the CJM to thoroughly and professionally investigate the problem, to determine its impact on the project, and to determine the responsibility of the Consultant and the Department. Objectivity, fairness and professionalism must never be compromised in these situations.

When a contractual issue is involved, contact the Contract Management Bureau's Contract Analyst. If a D/M/WBE Subconsultant is implicated, contact with OEODC should be made. In the event that action is needed by other Department units, it is the CJM's responsibility to contact the appropriate staff.
and decide how the situation should be resolved. The CJM should then follow up to ensure that appropriate action has been taken.

After everything above has failed, consider completing an interim performance evaluation on the firm. It will be used by the Department when selecting consultants for other projects and can have an effect on the future work of the firm. If an interim rating is submitted and the situation is later resolved, another evaluation to reflect improved performance should be completed. Be fair and reasonable.

There are very few major problems that will remain unresolved if the above steps are taken. As a last and desperate resort, termination may be considered. It is done rarely, and only for the most serious problems. If termination seems the only solution, the Construction Division and the Contract Management Bureau must be consulted prior to any such discussions with the Consultant. The decision to terminate a consultant for poor performance is made by Executive Management after a review of all facts pertinent to the situation.

**Compensation**

The CJM has responsibility to ensure that payment to a consultant is consistent with the value of the work performed. When clearly unsatisfactory work has been performed, it is possible to deny payment of a portion (or all) of the monthly consultant bill, pending correction of the problem. Denial of payment is an extreme measure that should never be done for small or insignificant problems. Supervisory approval must be obtained before taking such action.

**Communications**

Many problems can be prevented by maintaining good communication between the Consultant and the Department. The CJM should always:

- Carefully review construction project requirements and prepare the Consultant’s scope of services to ensure the scope is comprehensive, well defined and understood.

- Negotiate in good faith to determine the reasonable effort needed to accomplish tasks. The CJM and the Consultant project manager are professionals and all aspects of their relationship must be held to the highest professional standards.

- Provide the Consultant with needed Department policy and guidance. This includes checking to ascertain that the construction specifications, most current manuals, and other resources are in the possession of the Consultant.
• Conduct frequent discussions and/or correspondence between offices. Make special considerations and situations known before the work is performed. Close communication is vital for success. Ask questions during the course of work about progress and problems.

Subconsultant Issues

In typical construction projects, the State has a written contract with the prime Consultant, not the Subconsultant. The Subconsultant performs work under a separate agreement with the prime. There is no contract between the Subconsultant and the State. Therefore, when problems involving Subconsultant work are encountered, work through the prime Consultant when attempting to resolve the situation. Copy the Subconsultant on all correspondence and be sure that the Subconsultant is invited to attend all meetings related to the issue. Remember, the successful completion of work is the contractual responsibility of the prime Consultant. Because of this contractual relationship, differences between the prime and the Subconsultant should be resolved by the two firms without intervention, unless a D/M/WBE firm is involved. In that situation, the Office of Equal Opportunity Development and Compliance (OEODC) should be contacted for assistance before the situation becomes critical. OEODC may assist in resolving the problem.

Allegations of poor performance can have serious consequences -- be certain that the situation warrants action. Treat problems with consultant activities in the same manner as problems in other areas of our professional work. Determine what happened, be certain that your expectations are reasonable and that proper instructions were given. Listen to explanations. Notify those groups and individuals whose work is influenced by the problem. If it seems that resolution will be difficult, involve management and document the problem. Consider completing an interim performance evaluation. Only as a last resort should termination be recommended to the Contract Management Bureau and Executive Management. To reiterate:

• Make sure that the problem is the responsibility of the Consultant.

• Confirm that the Department has been reasonable with respect to performance and deliverables.

• Contact the Consultant immediately with concerns.

• Give the Consultant an opportunity to explain.

• Ask what steps the Consultant will take to correct the problem.

• Document the poor performance in writing.

• Always keep the Regional Office, the Construction Division, the Contract Management Bureau and OEODC (if D/M/WBE issues) informed.
If Poor Performance Continues

• Meet with the Consultant, document with meeting minutes.

• Make sure that a person higher in the Consultant's organization is informed.

• Explain the consequences of poor performance:
  
  No additional funds for unsatisfactory work.
  Poor evaluations.
  Reduced opportunity for future work.
  Termination possible.

• Act professionally -- do not make threats.

• Be certain of management / supervisor backing.

• There should be no surprises -- keep the Consultant informed of your concerns.

• Consider withholding payment of invoices for unsatisfactory work pending satisfactory completion of the work.

• Consider preparing an interim consultant performance evaluation, but prepare a new evaluation if performance improves.
4.14 TRAINING

General

The Consultant as the employer is responsible for providing training as needed to meet the requirements of the project and, more generally, to increase the knowledge and capabilities of their staff. This training is expected to be provided before staff are assigned to the project.

If it is determined that members of the field inspection staff would benefit from attendance at one or more of the Department’s training sessions, such staff may be directed to attend. Costs of attending such training sessions, including employee compensation, travel expenses and other related costs, are not reimbursable as Direct Non-Salary Cost (DNSC), but are allowable as overhead.

Work Zone Traffic Control

Inspectors designated as the responsible person in charge of work zone traffic control must have sufficient classroom training, or a combination of classroom training and experience, to develop needed knowledge and skills.

Acceptable training should consist of a formal course presented by a recognized training program consisting of at least two full days of classroom training. Recognized training providers include ATSSA, NSC, FHWA NHI, and accredited colleges and universities with advance degree programs in Civil/Transportation/Traffic Engineering.

Former DOT employees may be considered on the basis of at least one day of formal classroom training combined with responsible M&PT experience.

Courses considered acceptable include the following:

- NHI-FHWA 38003 - Design and Operation of Work Zone Traffic Control - 1 or 3 days
- NSC Work Zone Traffic/ Traffic Control Zone - 2 days
- ATSSA Worksite Traffic Supervision - 2 ½ days
- DOT M&PT for EIC’s and Responsible Persons - 1 day

A minimum of 2 days of classroom training is normally required, although 1 day of classroom training plus responsible experience may be considered.
Painting

The Chief Inspector, or one or more senior level inspectors for painting and related operations must have received specific, relevant training in corrosion, surface preparation, painting, lead abatement, safety and health issues, environmental control and waste disposal procedures. National Association of Corrosion Engineers (NACE), Steel Structures Painting Council (SSPC), FHWA National Highway Institute and similar recognized professional training will be the basis for evaluation of training and experience.

Review of resumes is a subjective process that requires judgement in attempting to match a variety of qualifications to the Department’s needs. Many firms that provide relevant training offer to customize their services to meet the needs of owners, contractors, etc. A review of a resume or training curriculum should look for references to the six elements identified above -- corrosion/surface preparation/painting typically requires three (or more) days; lead paint abatement/safety and health/waste disposal typically requires two (or more) days.

For specific information on the availability of training contact:

National Association of Corrosion Engineers  
P.O. Box 218340  
Houston, TX 77218-8340  
(713) 492-0535 Ext. 80

Steel Structures Painting Council  
40 -24th Street, 6th Floor  
Pittsburgh, PA 15222-4643  
(412) 281-2331

FHWA Region 1  
Office of Planning & Program Development  
Leo W. O’Brien Federal Bldg., Room 719  
Albany, NY 12207  
518-431-4224 Ext. 256

Safety and Health Training
The Consultant’s safety and health training program should be included in their Project Safety and Health Plan, and describe what types and levels of safety training are required. The need and level of training required for each consultant inspector is dependant on the hazards they are exposed to. It is the responsibility of the Consultant's Safety Officer to determine the need for safety training and the appropriate level of safety training commensurate with the employee's exposure to the hazards.

The table on the following pages lists potential training needs and references the agreement, specification, OSHA or other regulation requiring the exposed employee to be trained. It is not all inclusive and should be used only as a guide for the EIC and CJM such that if a consultant employee is assigned responsibilities that might expose them to one of the listed hazards, the Consultant must address this hazard in their Project Safety and Health Plan, and provide documentation of safety training. Documentation should be reviewed by the EIC or other knowledgeable person to ensure it is satisfactory. The Consultant shall not provide any staff that do not have the required safety and health training.
<table>
<thead>
<tr>
<th>Requirement</th>
<th>Regulatory Source for Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Administrative/Supervisory</strong></td>
<td></td>
</tr>
<tr>
<td>Program Administration</td>
<td>Schedule A of Consultant Agreement; MURK Part 1C</td>
</tr>
<tr>
<td>Accident Reporting</td>
<td>§107-05(A); 1904.1</td>
</tr>
<tr>
<td><strong>For Projects involving Painting or related operations</strong></td>
<td></td>
</tr>
<tr>
<td>Corrosion</td>
<td>Consultant Advertisement; Schedule A of Consultant Agreement</td>
</tr>
<tr>
<td>Surface Preparation</td>
<td>Consultant Advertisement; Schedule A of Consultant Agreement</td>
</tr>
<tr>
<td>Painting</td>
<td>Consultant Advertisement; Schedule A of Consultant Agreement</td>
</tr>
<tr>
<td>Environmental Controls</td>
<td>Consultant Advertisement; Schedule A of Consultant Agreement</td>
</tr>
<tr>
<td>Waste Disposal</td>
<td>Consultant Advertisement; Schedule A of Consultant Agreement</td>
</tr>
<tr>
<td>Lead Health</td>
<td>1926.62(l)(i)(ii) through (iv), (2)(i) through (viii), (3)(i) and (ii)</td>
</tr>
<tr>
<td>Industrial Hygienist</td>
<td>§18570.01</td>
</tr>
<tr>
<td><strong>Traffic Control Supervision</strong></td>
<td></td>
</tr>
<tr>
<td>Maintenance and Protection of Traffic</td>
<td>§619-1.15(A)</td>
</tr>
<tr>
<td>Nighttime Lighting</td>
<td>§619-1.15(A), 1926.56</td>
</tr>
<tr>
<td>Flaggers</td>
<td>§619-1.15(E)</td>
</tr>
<tr>
<td>Traffic Safety</td>
<td>§107-05(A), 1926.200(g)(2)</td>
</tr>
<tr>
<td><strong>Safety &amp; Health</strong></td>
<td></td>
</tr>
<tr>
<td>General Safety training</td>
<td>1926.21(a), (b)(1) through (6)(i) and (ii)</td>
</tr>
<tr>
<td>Confined Spaces and Hazardous Atmospheres</td>
<td>1910.146(g)(2); 1926.21(b)(6)(i)</td>
</tr>
<tr>
<td>Employee Emergency Action Plans</td>
<td>1926.35(e)</td>
</tr>
<tr>
<td>Medical Services and First-Aid</td>
<td>1926.50(c)</td>
</tr>
<tr>
<td>Ionizing Radiation</td>
<td>1926.53(b), Code Rule 38</td>
</tr>
<tr>
<td>Non-ionizing Radiation</td>
<td>1926.54(a) and (b)</td>
</tr>
<tr>
<td>Gases Vapors, Fumes, Dusts, and Mists</td>
<td>1926.55(b)</td>
</tr>
<tr>
<td>Asbestos</td>
<td>1926.58(k)(3)(i) through (iii)(A) through (E), Code Rule 56</td>
</tr>
<tr>
<td>Hazard Communication</td>
<td>1926.59(h)(2)(i) through (iv)); 1910.1200</td>
</tr>
<tr>
<td>Hazardous Waste Operations &amp; Emergency Response</td>
<td>1910.1200, 1926.65</td>
</tr>
<tr>
<td>Hearing Protection</td>
<td>1926.101(b)</td>
</tr>
<tr>
<td>Respiratory Protection</td>
<td>1926.103(c)(1)</td>
</tr>
<tr>
<td>Working over or Adjacent to Water</td>
<td>1926.106(a)</td>
</tr>
<tr>
<td>Fire and Explosion Prevention</td>
<td>1926.150(a)(5)</td>
</tr>
<tr>
<td>Signaling</td>
<td>1926.201(a)(2)</td>
</tr>
<tr>
<td>Rigging equipment for materials handling.</td>
<td>1926.251(a)(6)</td>
</tr>
<tr>
<td>Power-Operated Hand Tools</td>
<td>1926.302(e)(1) through (12)</td>
</tr>
<tr>
<td>Gas. Welding and Cutting</td>
<td>1926.350(d)(1) through (6)</td>
</tr>
<tr>
<td>Arc. Welding and Cutting</td>
<td>1926.351(d)(1) through (5)</td>
</tr>
<tr>
<td>Fire Protection</td>
<td>1926.352(e)</td>
</tr>
<tr>
<td>Welding, Cutting, Heating in Way of Preservative Coatings</td>
<td>1926.354(a)</td>
</tr>
<tr>
<td>Ground Fault Protection</td>
<td>1926.404(b)(1)(iii)(B)</td>
</tr>
<tr>
<td>Lockout / tagout</td>
<td>1926.4170</td>
</tr>
<tr>
<td>Scaffolding</td>
<td>1926.451(a)(3) and (f)(3), 1926.454</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>-----------------------------------</td>
</tr>
<tr>
<td>Fall Protection Systems</td>
<td>1926.502(h) and (k)</td>
</tr>
<tr>
<td>Fall Protection - Training requirements</td>
<td>1926.503(a)(1) and (2)(i) through (vii)</td>
</tr>
<tr>
<td>Cranes and Derricks</td>
<td>1926.550(a)(1), (5) and (6); (g)(4)(i)(A) and (g)(5)(iv)</td>
</tr>
<tr>
<td>Operators</td>
<td>12 NYCRR</td>
</tr>
<tr>
<td>Cranes, Derricks, Hoists, Elevators, Conveyors</td>
<td>1926.552(c)(15)</td>
</tr>
<tr>
<td>Aerial Lifts</td>
<td>1926.556(b)(2)(ii)</td>
</tr>
<tr>
<td>Materials Handling Equipment</td>
<td>1926.602(c)(1)(vi); ANSI B56.1-1969</td>
</tr>
<tr>
<td>Site Clearing</td>
<td>1926.604(a)(1)</td>
</tr>
<tr>
<td>Excavation</td>
<td>1926.651(c)(1)(i) and (k)(1) and (2)</td>
</tr>
<tr>
<td>Requirements for protective systems</td>
<td>1926.652(a)(1) and (d)(3)</td>
</tr>
<tr>
<td>Concrete and Masonry Construction</td>
<td>1926.701(a)</td>
</tr>
<tr>
<td>Underground Excavitation</td>
<td>1926.800(j)(1)(i)(A)</td>
</tr>
<tr>
<td>Compressed Air</td>
<td>1926.803(a)(1) ad (2)</td>
</tr>
<tr>
<td>Demolition of Structure and Obstructions</td>
<td>1926.850(a)</td>
</tr>
<tr>
<td>Mechanical Demolition</td>
<td>1926.859(g)</td>
</tr>
<tr>
<td>Blasting and Use of Explosives</td>
<td>1926.900(g)</td>
</tr>
<tr>
<td>Overhead Utilities</td>
<td>1926.955(b)(3)(i): NYS-HVPA</td>
</tr>
<tr>
<td>Underground Utilities</td>
<td>1925.956(b)(1): NYS-HVPA</td>
</tr>
<tr>
<td>Ladders</td>
<td>1926.1053(b)(15)</td>
</tr>
<tr>
<td>Worksite Access</td>
<td>§107-05(A)</td>
</tr>
<tr>
<td>Railroad Safety</td>
<td>§105-09 and §107-05(A)</td>
</tr>
<tr>
<td>Safe Backing</td>
<td>MURK Part 1C</td>
</tr>
<tr>
<td>Contractor Safety Plan Review</td>
<td>OSHA General Duty Clause, Section 5</td>
</tr>
</tbody>
</table>

Anything Else
There are two primary areas of safety and health concern with regard to consultant contracts:

1) Safety and health of Consultant staff. As noted in the Scope of Services, “…the Consultant must provide all necessary safety and health training, supervision, equipment and programs for inspection staff assigned to the project in accordance with the requirements of OSHA 1910 & 1926, as well as all other applicable Federal, State & local laws, rules and regulations.”

The Scope of Services also notes that “…prior to the start of work, the Consultant is required to submit to the Department a site-specific Project Safety and Health Plan, covering the activities of their own staff and any subconsultants.”

The Consultant’s Project Safety and Health Plan should be reviewed by the EIC, Regional Construction Safety Coordinator or other knowledgeable person to ensure that it is site-specific and covers general policies and penalties for non-compliance, as well as the foreseeable safety and health hazards of the specific project(s). The Consultant’s training program shall also be included in this plan, detailing what types and levels of safety training are required.

The Consultant must also submit all documentation as required or noted in their Project Safety and Health Plan (e.g. proof of required safety training, blood lead level tests, respirator fit tests, etc.). This documentation should be reviewed by the EIC or other knowledgeable person to ensure it is satisfactory. The Consultant shall not provide any staff that do not have the required safety and health training.

Occasional checkup/QA should be performed by the EIC or other knowledgeable person to ensure that the Consultant is working in accordance with the requirements of their H&S Plan, and that the plan has been updated as necessary to reflect changes in site conditions, hazards, or staff.

Any consultant employee performing an unsafe act, such as not being tied off or wearing their hard hat, shall be considered to be improperly trained. If in the judgement of the EIC this constitutes a serious safety violation, that consultant employee shall be removed from the project and the Consultant and the CJM informed. The employee will not be allowed back on the project without verification of new safety training in the problem area. In the interim, the Consultant shall supply another, properly trained employee to fulfill the requirements of the Agreement.

2) For construction inspection contracts, safety and health oversight of the Contractor’s operations. As noted in the Scope of Services, “…the Consultant must ensure that all inspection staff assigned to the project are knowledgeable concerning the safety and health requirements
of the contract per Department policy, procedures and specifications and adhere to all such standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect to protect their personal safety and to ensure they are prepared to recognize and address any contractor oversight or disregard of project safety requirements.”

Consultant inspection staff are generally expected to ensure that all contract work is performed in a timely and professional manner with due regard for the safety and health of employees and the public. They have the same duties and responsibilities as described for Department inspection staff in the MURK.

Any Contractor employee performing an unsafe act, such as not being tied off or wearing their hard hat, shall be considered to be improperly trained. If in the judgement of the EIC or Resident Engineer this constitutes a serious safety violation, that contractor employee shall be removed from the project and the Contractor informed. The employee will not be allowed back on the project without verification of new safety training in the problem area. In the interim, the Contractor shall supply another, properly trained employee to fulfill the requirements of the contract.

Guidance on safety and health requirements and oversight is provided in OSHA 1910 7 1926, the Standard Specifications and the MURK (particularly MURK Part 1C Safety And Health Program Manual), the project documents, and all other applicable Federal, State & local laws, rules and regulations. Consultant inspectors are expected to be familiar with the requirements of these documents as applicable to the operations that they are responsible for.
CHAPTER 5 -

AGREEMENT CLOSEOUT
5.1 ACCEPTANCE OF WORK AND CONTRACT CLOSEOUT PROCEDURES

At the conclusion of construction inspection or support work, the consultant contract must be ended. This process is commonly referred to as the contract closeout. It initiates a final audit of contract expenses and allows the Department to release consultant retainage (if any). Because the close out of a contract has a financial impact on the Consultant, it should be accomplished by the CJM in a timely manner. The process starts when the following conditions have been fulfilled:

- The scope of services has been completed.
- No tasks are to be added to the agreement (i.e., there are no pending Supplemental Agreements).
- The work product has been received, and no further consultant involvement is expected.

The procedures are the same regardless of the circumstances under which the work is being accepted. The standard acceptance memo format included in the Appendices should be used.

The procedure for contract closeout is covered in section 7.1-1-4 of the Manual of Administrative Procedures. However, the following steps describe contract closeout as it pertains to the CJM:

1. The Consultant, usually at the direction of the CJM, writes to the CJM indicating all contractual services performed under the Agreement have been completed and all required records and materials (as described in the agreement) have been turned over to the proper Department Unit.

   In addition, if any equipment, furniture and supplies were acquired with funds paid to the Consultant, it is the Department's policy to recover them in accordance with Section 2.4-7-3 of the M.A.P. The Consultant must submit to the CJM the appropriate form, and the process described in the M.A.P. must be followed.

2. The CJM prepares an "acceptance memo", as shown in the Appendices. The CJM obtains their supervisor's signature.

   A final performance evaluation is also completed, if not done prior to this time. For instruction on completing a final performance evaluation, see Section 4.12 "Consultant Performance Evaluations" in this Manual.

3. After receiving the signed acceptance memo, the CJM requests an original and three copies of the draft final bill from the Consultant (the draft final bill is the last bill prior to a final audit covering all remaining expenses incurred by the Consultant). In the case of multiple PIN agreements, the draft final bill can not be submitted until work on all projects has been completed. A draft final bill for a higher cost than the Maximum Amount Payable could
ultimately be paid if other costs are excluded in the final audit. For details on paying a draft final bill, see Section 4.5 "Consultant Billing and Progress Reporting" in this Manual.

4. The CJM reviews the draft final bill and, if acceptable, forwards two copies to the Accounting Bureau Expenditures Unit for payment and one copy each to the Contract Management Bureau and the Construction Division, with a request for final audit. With this transmittal, the Contract Management Bureau also receives the signed acceptance memo and a copy of the Consultant’s final performance rating, if available. The Appendices include an example of this transmittal. At this point the Contract Management Bureau sends a copy of the draft final bill with a request for final audit to the Contract Audit Bureau. The Contract Management Bureau also transmits the acceptance memo to the Office of State Comptroller. Copies are sent to FHWA (if federally funded) all appropriate Main Office and Regional Functional Units, and the consultant firm.

5. The CJM may be asked to verify that additional costs, claimed by the Consultant and identified in the final audit, were necessary for completion of the work.

6. Following completion of the final audit, if the Consultant is owed funds, the Contract Management Bureau requests the Consultant to prepare a final bill which is sent to the Department’s Expenditures Unit for payment.

If funds need to be recovered, the Contract Management Bureau requests the Accounting & Fiscal Services Bureau to initiate recovery actions.
5.2 FILE ARCHIVING

Retention of agency records is governed by State Education Law and administered by the State Archives and Record Administration (SARA). Each state agency has a Records Management Officer (RMO) who plans, promotes, and monitors the agency records management program in consultation with agency program managers and SARA. The DOT's Records Management Officer is located in the Business Services Bureau of the Main Office.

For projects managed by Region 1, follow the procedures outlined below. For projects managed in other Regions, contact the Regional Administration Officer for guidance.

1. After the final audit on a contract is completed and the Consultant accepts the results (up to several years after submission of the draft final bill), all files should be sorted to remove unnecessary and duplicate documents. Files are archived in standard-issue boxes (10"x12"x15") which must be filled, even if files for several different contracts are in the same box.

2. Label each box with the contract number(s), PIN(s), and brief description(s) for each project.

3. When the boxes are ready for pick-up, the Support Staff will complete Form REC-1, Record Center Transfer List (shown in the Appendices) and notify the RMO for pick-up.

At this time the CJM's role in handling the boxed files is complete. For informational purposes, however, the files are transferred to the State Records Center, Building 21 of the State Office Campus. When the boxes are received at the Records Center, item #11 on Form REC-1 is completed which documents the location of the box, and the form is returned to the RMO for inclusion in the Department's Master Inventory of Records. The RMO sends the Bureau a copy of the completed REC-1 for the Records Inventory File.

The files are retained for ten years from the date of the last piece of correspondence and then microfilmed by the State Education Department for permanent entry in the state archives.

To request the return of a box from the Records Center, complete Form REC-2, Records Center Reference Request. Obtain the required information from the form REC-1 originally used to transfer the box to the Records Center. Send the completed form to the RMO for signature and submission to the Records Center.
APPENDICES
GUIDELINES FOR SELECTION OF PROJECTS FOR CONSULTANT CONSTRUCTION INSPECTION AND SUPPORT (revised 8/10/01)

I. RESOURCE PLANNING/BACKGROUND

Staffing patterns (project size and type versus # and grade of field staff) are characterized as the typical inspection workforce at the peak of activity for the average contractor and average circumstances. Actual staffing is expected to be modified based on circumstances, contractor activity level, staff availability, staff experience, and need for on-the-job training.

Projected staffing needs for all projects are analyzed annually or when significant project/program changes occur in the work plan. Staff should be moved to projects as needed, have multiple assignments, etc. to ensure productive use of staff and cost-effective use of consultants. TCI’s are expected to be used as an essential supplement to permanent staff. Regional resource planning also includes consideration of obtaining misassignments from other program areas to meet peak needs and cross training goals.

II. SELECTION CONSIDERATIONS

Projects (or groups of projects) for which there is not sufficient staff capacity are to be inspected by consultants.

Consultants should be used particularly for projects where specific technical skills (hazmat, painting, ITS, lift or suspension bridges, etc.) are required that are not available in the Region.

Consultants should be considered for OT-intensive, travel-intensive or nightwork-intensive projects if those considerations make it difficult to staff the project with State inspectors. Use of consultants should also be considered for projects in areas of the Region where staff are not available.

All other things being equal, the complexity of a project is another factor to consider. In general terms, experience has shown that State inspection may be advantageous for projects requiring numerous changes based on engineering judgment and/or public policy issues, because of the need for reviews and coordination within the Department. Consultants are suitable for large scale production-oriented activities, but may also be considered for a complex project under the direction of an experienced EIC.

Construction support agreements should be used as needed for support activities on projects that are complex or involve unusual types of work. Examples include projects which involve variable field conditions requiring field changes, extensive shop drawing reviews, or unique or complex construction
requiring additional design tasks. In these cases, the design consultant may be able to perform these tasks in a uniquely efficient manner.
III. STRATEGIES FOR OPTIMIZING EFFICIENCY

Consultant projects are to be staffed using the same staff patterns and considerations as State-inspected projects. Hybrid staffing and term agreements with flexible scopes are to be used, if suitable, in the interest of minimizing total expenses. For projects that will have significant down time due to winter shutdown or other considerations, a standard consultant agreement may not be appropriate. It may be preferable to inspect these projects using a more flexible consultant agreement (e.g. term, multi-project or seasonal agreement), or with State inspectors.

Statewide and multi-Region term agreements for specialized environmental services (hazardous waste, asbestos, air quality monitoring, etc.) are in place and should be used if problems arise that can’t be handled by available State or CI/CS consultant staff.

Generally speaking, economics of scale of the inspection effort (CI $ / Construction $) can be achieved in larger projects for both consultant and State-inspected projects if they are managed and staffed in the same fashion. However, the administrative cost of the consultant selection and management process, and the inherent flexibility of State staff assignments, need to be kept in mind. Selection of larger contracts for consultants or packaging multiple contracts for a single consultant is useful to keep costs down, as are term-type agreements to cover a series of Maintenance-by-Contract projects, requirements contracts and permit work. EIC’s should supervise multiple consultant projects, where suitable. On the other hand, the Department has made commitments to offer consultants a variety of opportunities (large, small and type of work) so as to maintain and develop all segments of the consultant community.
TO: Rich Gunn, Office of Chief Engineer, 5-504, MC 0504
CC: William Howe, Construction Division, 4-101, MC 0410
June Cross/Chris Ford, Contract Management Bureau, 5-108. MC 0203
_____________________, Regional Construction Group
FROM: ___________________, Regional Director, Region _____
SUBJECT: REQUEST FOR CONSULTANT SERVICES FOR CONSTRUCTION INSPECTION
(original agreement)

DATE: ___________________

This project has been reviewed in accordance with the “Guidelines for Selection of Projects for Consultant Construction Inspection”. Documentation that the project meets the criteria for a consultant has been placed in the project file.

Yes ______

CURRENTLY CHARGEABLE 9 DIGIT PIN(S) FOR CONSTRUCTION:
________________________________________

DESCRIPTION(PROJECT TITLE):

(A full description of the project, as it is to be advertised, must be attached. Include all special requirements e.g. hazardous material handling, movable bridge construction, night work, detour off-site, etc.)

COUNTY(s):
________________________________________

<table>
<thead>
<tr>
<th>Small Firm Opportunity</th>
<th>Y</th>
<th>N</th>
<th>Overall Complexity</th>
<th>Routine</th>
<th>Moderate**</th>
<th>Complex**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Letting Date*</td>
<td>/</td>
<td>/</td>
<td>Hwy/Other Complexity</td>
<td>Routine</td>
<td>Moderate**</td>
<td>Complex**</td>
</tr>
<tr>
<td>Consultant Start Date</td>
<td>/</td>
<td>/</td>
<td>Bridge Complexity</td>
<td>Routine</td>
<td>Moderate**</td>
<td>Complex**</td>
</tr>
<tr>
<td>Construction Completion Date</td>
<td>/</td>
<td>/</td>
<td>Appurtenance Complexity</td>
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<td></td>
<td></td>
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<tr>
<td>Consultant Completion Date</td>
<td>/</td>
<td>/</td>
<td>Construction Cost (Bridge)</td>
<td>$ ________ thousand</td>
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<td></td>
</tr>
<tr>
<td>Work Class:</td>
<td></td>
<td></td>
<td>Construction Cost (Hwy/Other)</td>
<td>$ ________ thousand</td>
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<tr>
<td>Highway/Other</td>
<td>Bridge</td>
<td>If substantial work of unusual type (e.g. rail, building), “Other” includes:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Highway &amp; Bridge</td>
<td>Appurtenances</td>
<td>Construction Cost(_______)</td>
<td>$ ________ thousand</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*If proposing an agreement covering multiple PIN’s, with varying letting dates, identify the specific dates under ‘Additional Information’ section on page 2
**If this project is not routine, then the complexity worksheet must be completed and retained in the Regional files.

Location to Measure from for Scoring Factor 3A (Distance from Project):

Special Factors and/or Weights? (If Yes, Provide a Brief Justification. If Orals Requested, Attach Justification for Asst. Comm.)

Regional Consultant Manager/Contact Person for Advertisement Review and Questions

<table>
<thead>
<tr>
<th>Name:</th>
<th>Phone:</th>
</tr>
</thead>
</table>

Number of Inspectors by NICET Level (Indicate If Required and Number Needed at Peak Periods of Construction)

<table>
<thead>
<tr>
<th>Res. Engr. Req.</th>
<th>Y</th>
<th>N</th>
<th>Max. ASCE or NICET Grade</th>
<th>NICET IV</th>
<th>Y</th>
<th>N</th>
<th>No.</th>
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</thead>
<tbody>
<tr>
<td>P. E. Required</td>
<td>Y</td>
<td>N</td>
<td>NICET III</td>
<td>Y</td>
<td>N</td>
<td>No.</td>
<td></td>
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<tr>
<td>Otc. Engr. Req.</td>
<td>Y</td>
<td>N</td>
<td>Max ASCE or NICET Grade</td>
<td>NICET II</td>
<td>Y</td>
<td>N</td>
<td>No.</td>
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<tr>
<td>Special Requirements (CPM Scheduler, Industrial Hygienist, etc.):</td>
<td>NICET I</td>
<td>Y</td>
<td>N</td>
<td>No.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TRAINEE</td>
<td>Y</td>
<td>N</td>
<td>No.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
FUNDING INFORMATION

Original Agreement Amount (this request): $ 

Current Estimated Amount for Supplemental: $ 

Total Agreement Amount: $ 

NOTE: Agreement Cost & Staffing Estimate Backup must be attached

<table>
<thead>
<tr>
<th>PIN</th>
<th>FA#</th>
<th>%FED</th>
<th>%STATE</th>
<th>%LOCAL</th>
<th>FUND SOURCE</th>
<th>% ALLOCATION</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>100%</td>
</tr>
</tbody>
</table>

MARCHISELLI OTHER (describe below)

If the project includes local funds, has the local funding agreement been initiated? Yes

ADDITIONAL INFORMATION:

This agreement is identified in the Region’s current consultant priority list submitted on ___ / ___ / ________

This certifies that proposed funding is consistent with the Region’s Program.

Regional Planning & Program Manager (or designee) 

Chief Engineer (or designee) Date 

ATTACHMENT CHECK LIST

SPECIAL FACTORS / WEIGHTS

JUSTIFICATION FOR REQUESTING ORAL PRESENTATIONS

AD/RFQ LANGUAGE

AGREEMENT COST & STAFFING ESTIMATE BACKUP
### Scoring Factors and Weights

<table>
<thead>
<tr>
<th>Standard</th>
<th>Proposed</th>
<th>Standard</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Firm experience</td>
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<td>18</td>
<td></td>
</tr>
<tr>
<td>B. Staff experience</td>
<td>N/A</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>C. NYSDOT experience</td>
<td>9</td>
<td>9</td>
<td>5</td>
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</table>

#### 2.A. Prior NYSDOT performance ratings

<table>
<thead>
<tr>
<th>Step 1 (Computer)</th>
<th>Step 2 (Committee)</th>
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<tbody>
<tr>
<td>B. Workload/Capacity</td>
<td></td>
</tr>
<tr>
<td>(1) Workload with Division</td>
<td>9</td>
</tr>
<tr>
<td>(2) Workload with Department</td>
<td>9</td>
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</tbody>
</table>

#### 3. A. Location

<table>
<thead>
<tr>
<th>Standard</th>
<th>Other Factors</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>Location</td>
</tr>
<tr>
<td>10</td>
<td>Familiarity</td>
</tr>
</tbody>
</table>

#### 4. Other Factors

<table>
<thead>
<tr>
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<th>Other Factors</th>
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</thead>
<tbody>
<tr>
<td>0</td>
<td>Standard (see instructions)</td>
</tr>
<tr>
<td>0</td>
<td>Special (see instructions and attach table for scoring)</td>
</tr>
<tr>
<td>0</td>
<td>Overall Approach/Understanding</td>
</tr>
<tr>
<td>0</td>
<td>General Management/Management Plan</td>
</tr>
<tr>
<td>0</td>
<td>Work Plan and Schedule</td>
</tr>
<tr>
<td>0</td>
<td>Oral Presentations</td>
</tr>
</tbody>
</table>

### Standard Other Factors

#### Location Factors

- L1. High traffic volumes (>50000 AADT)
- L2. NYC metropolitan area
- L3. Large urban area other than NYC

#### Complexity Factors

- C1. Night work
- C2. Substantial community liaison work
- C3. Extensive underground and aerial utility relocations, requiring ongoing coordination with utilities
- C4. Extensive work on and coordination with railroads or urban commuter rail systems

#### M&PT Factors

- M1. Complicated M&PT staging, with need for extensive field changes
- M2. Daily staging with mobile concrete barrier
- M3. Installation/removal of temporary steel bridges

#### Highway Work Type Factors

- H1. > 2500 sq. meters of full-depth PCC pavement
- H2. > 50000 metric tons of ACC pavement

#### Bridge Work Type Factors

- B1. Rehab or replacement of viaducts, major interchanges or trusses
- B2. Rehab or replacement of movable bridges
- B3. Painting with Class A Containment

#### Appurtenance Work Type Factors

- A1. 10 or more traffic signals
- A2. 10 or more interconnected traffic signals
- A3. > 1 kilometer of highway or interchange lighting
- A4. ITS
- A5. 50 or more permanent signs
- A6. > 2 kilometers of guiderail
- A7. > 2 kilometers of fencing
- A8. > 2 kilometers of new closed drainage systems

#### Other Work Type Factors

- O1. Building construction
- O2. Rest areas
- O3. Hazardous waste remediation/removal
- O4. Underwater inspection
- O5. Marine work
# INSTRUCTIONS FOR FORM CONR389e

June 7, 2001

## CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>BASIC FORM INSTRUCTIONS</td>
<td>95</td>
</tr>
<tr>
<td>APPENDIX A: HOW TO PREPARE PROJECT DESCRIPTIONS</td>
<td>100</td>
</tr>
<tr>
<td>APPENDIX B: HOW TO DETERMINE COMPLEXITY</td>
<td>103</td>
</tr>
<tr>
<td>APPENDIX C: HOW TO DETERMINE SCORING FACTORS AND WEIGHTS</td>
<td>111</td>
</tr>
</tbody>
</table>
BASIC FORM INSTRUCTIONS

The CONR389e is an electronic form. The preparer should email a completed form to the Regional Planning & Program Manager (or designee). The RPPM will then confirm availability of funding, note the date of the Region’s current priority list that the project is identified on, and email the form to the Chief Engineer’s Office (copying the Construction Division, the Contract Management Bureau and the preparer). Hard copy submittals and signatures are not required, but the preparer should print and maintain a hard copy in their files.

Page 1 - General Information

PIN(s) - Enter the 9-digit PIN(s) chargeable for the construction phase of the project. This may be different than the PIN(s) for the design phase. Sometimes multiple design PINs are combined into one for a construction contract -- in this case you should enter only the PIN that is chargeable during construction.

Description - Enter the project title here and attach a detailed description of the project as it should be presented in the advertisement. Guidelines and examples of detailed project descriptions are presented in Appendix A.

Small Firm Opportunity - Respond with “Yes” if the project has been identified as suitable for qualified small firms in accordance with NYSDOT’s Consultant Base Preservation Effort. The CBPE or “Small Firm” Program provides smaller consultant firms with a competitive edge on appropriate projects, so that they are not at a disadvantage when competing against larger firms. For these projects, the Contract Management Bureau will include a special scoring factor based on the size of the consultant firms that express interest in the project. Suggested criteria for selecting these projects are a one-season C1 assignment involving standard highway or bridge work of routine complexity with a construction cost of less than $5 million.

Work Class - Enter the primary work class of the project. “Highway and Bridge” should be entered only for projects that include a substantial amount of both types of work. It should not normally be used for bridge reconstructions or replacements that need some limited highway work to tie into the existing approaches, or for highway reconstructions that include some minor patching or rail repairs on bridges that fall within the project limits. The relative cost of the two shares is a good guide as to whether the project should be considered as primarily of one or of both work classes. “Appurtenance” should be entered for projects that do not involve major reconstruction, repairs or resurfacing (e.g. bridge painting, drainage, signs, signals, lighting, ITS, guiderail, noise barrier, fencing, etc.)

Complexity - Guidelines for determining project complexity are presented in Appendix B. If work class is “Highway and Bridge”, enter a separate highway complexity and a bridge complexity, and an overall project complexity reflecting the composite of the highway and bridge work. If work class is “Appurtenance”, complexity must be routine. Note that the complexity determination will have an
impact on which firms are shortlisted. Selecting “routine” will allow more firms to have a chance at being shortlisted. Selecting “complex” will tend to limit the shortlist to firms that have experience with complex projects.

Construction Cost - Unless work class is “Highway and Bridge”, only one construction cost category should be shown, and it should be the estimated construction cost of the entire project. If work class is “Highway and Bridge”, the sum of the two cost categories should equal the estimated construction cost of the entire project. For term agreements, estimate the total construction cost at 10 times the agreement value, and divide it evenly between highway and bridge. The “Construction Cost (Hwy/Other) category should include the cost of any “work of unusual type”.

Location to measure from for Scoring Factor 3A - Factor 3A rates consultants based on how far their office is from the project. A location must be identified from which distance should be measured. If the project is multi-site, Region-wide or multi-Region, this could be the site with the most work, the approximate center of all sites, the geographic center of the Region, or whatever else would be an appropriate location to measure distance from. Location should be described so that it can be easily and definitively located by consultants, preferably by an intersection that is clearly visible on a map; and the city, town or village.

Page 2 - Funding Information

Original Agreement Amount - Attach backup information for the cost and staffing estimate similar to the example on the following page titled ESTIMATED COST FOR CONSTRUCTION INSPECTION SERVICES.

Current Estimated Amount for Supplementals - If a Supplemental Agreement will be required, enter the estimated cost. Two examples of when this might be needed are:
1) If a consultant is being selected for multiple construction contracts and the letting dates are several months apart, the later project(s) may be added by SA.
2) On an exception basis, with written approval from the Chief Engineer and the Assistant Commissioner of Budget & Finance, the original agreement may include CI for only part of the anticipated construction duration. For example, on a very large 4 year project the original agreement may include 2 years of CI with the remaining 2 years added by SA.

Total Agreement Amount - The sum of this Original Agreement request plus all anticipated Supplemental Agreements.

Funding Table - For each PIN that will be included in the agreement, enter the Federal Aid # (if applicable), the percent of federal, state and/or local funding (must total 100%), and the percent of the total allocated funding that will be included under the PIN. The column headed “Fund Source” may be used to enter additional information such as the name of the municipality providing local funding, or any other special funding source.
Date of Priority List the Agreement is Identified On - This should be completed by the RPPM (or designee) before they email the form to the Chief Engineer’s Office.
ESTIMATED COST FOR CONSTRUCTION INSPECTION SERVICES

Project:
PIN:
Letting Date:
Anticipated Start Date:
Duration:
Preliminary Estimated Construction Cost:

<table>
<thead>
<tr>
<th>Title</th>
<th>Grade</th>
<th>#</th>
<th>Months</th>
<th>Hrs Per Month</th>
<th>Total Hours</th>
<th>Rate</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Resident Engineer</td>
<td>V A</td>
<td>1</td>
<td>26</td>
<td>168</td>
<td>4368</td>
<td>40</td>
<td>$174,720.00</td>
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<tr>
<td>Chief Inspector</td>
<td>IV N</td>
<td>1</td>
<td>25</td>
<td>168</td>
<td>4200</td>
<td>36</td>
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<tr>
<td>Office Engineer</td>
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<td>26</td>
<td>168</td>
<td>4368</td>
<td>28</td>
<td>$122,304.00</td>
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<tr>
<td>Asst. Office Engineer</td>
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<td>24</td>
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<td>4032</td>
<td>24</td>
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<td>3</td>
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<td>11088</td>
<td>27</td>
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<td>800</td>
<td>34</td>
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</tr>
<tr>
<td>Inspector</td>
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<td>14784</td>
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<td>1008</td>
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<td><strong>Subtotals</strong></td>
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<td></td>
<td>47336</td>
<td></td>
<td><strong>$1,290,896.00</strong></td>
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<tr>
<td>Overtime &amp; Nighttime differential (10%-20 % of Subtotal)</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td>$516,358.40</td>
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<tr>
<td>Overhead (100%-125 % of Subtotal)</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,549,075.20</td>
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<tr>
<td>D. N. S. C. (5%-7 % of Subtotal)</td>
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<td></td>
<td></td>
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<td>$64,544.80</td>
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<tr>
<td><strong>TOTAL</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$3,420,874.40</strong></td>
</tr>
</tbody>
</table>

Total Cost Say **$3.50 M**.
Page 3 - Scoring Factors and Weights

Scoring Factors and Weights - Guidelines for determining scoring factors and weights are presented in Appendix C. Recommendations are given for a variety of common project types.

Special Factors and Weights - If specifying scoring factors or weights other than the standard ones shown on page 3 of the form, fill in the proposed factors and/or weights for each of the two scoring steps as appropriate. Note that the total of all factors proposed for the project must equal 100% in each of the two steps. A brief written justification must also be included on page 1 of the form.

Other Factors - Two different types of “Other Factors” can be specified under Scoring Factor 4:
1) 4A. “Standard Other Factors”. These are listed on page 3 of the form and are included in the summary of prior projects that consultants submit as part of their electronic inventory. To specify one or more of these factors, fill in the code for the factor(s) and a scoring weight in each of the two steps. Consultants will normally score two points for each prior project they have submitted that included the factor, up to a maximum score of 10. To specify a different value, note the desired score per prior project next to the factor. For example, specifying “L2: 1 point/prior project” means that consultants would not get the maximum score of 10 unless they had completed 10 prior projects in the NYC metro area.
2) 4B. “Special Other Factors”. These are essentially write-in factors. To specify one or more of these factors, fill in a brief description (no more than 60 characters) of the factor(s) on page 3 of the form and attach a more detailed description to be used in the project advertisement. Additional information requirements depend on whether the factor is to be included only in the second scoring step (committee scoring) or in both of the scoring steps.
A) Factors included only in the second scoring step -- fill in a scoring weight for the second step. The factor will be scored by the committee on a 10-point scale.
B) Factors included in both scoring steps -- these must be scorable based on a numeric response from 0 to 10 submitted as part of the consultants’ electronic Expressions of Interest. Fill in a weight for each of the two scoring steps and attach a table describing the criteria for scoring. As an example, you may specify a special factor “Experience of the Proposed Resident Engineer” and provide the following table:

<table>
<thead>
<tr>
<th># of previous highway or bridge jobs with construction cost &gt;$10 million that the proposed Resident Engineer has completed as a Resident Engineer</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
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</tr>
<tr>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>2</td>
</tr>
</tbody>
</table>
3) 4C, 4D and 4E. These factors can be used only for the second scoring step (committee scoring). Because they require significant additional work effort from both consultants and NYSDOT reviewers, they should be specified only if absolutely necessary for selection of the best-qualified firm. Written justification is required. For guidelines, see the Manual of Administrative Procedures Section 7.1.1.5, subsection III. F. Fill in a weight for each factor the committee will use to score the Technical Proposals.

4) 4F. “Oral Presentations”. This factor can be used only for the second scoring step (committee scoring). Because it requires significant additional work effort from both consultants and NYSDOT reviewers, it should be specified only if absolutely necessary for selection of the best-qualified firm. Written justification and approval by the appropriate Assistant Commissioner is required. For guidelines, see the Manual of Administrative Procedures Section 7.1.1.5, subsection III. F. Fill in “Yes” to request Oral Presentations from shortlisted firms after all other committee scoring has been completed. A weight will be determined after the first scoring step (computer scoring) is completed.
APPENDIX A: HOW TO PREPARE PROJECT DESCRIPTIONS FOR CI CONSULTANT SERVICES ADVERTISEMENTS

The project description needs to be only detailed enough to allow consultants to understand the general types and magnitude of work to be inspected and any unusual aspects relevant to their Expressions of Interest and NYSDOT’s selection process. A brief summary of the following should always be included:

! Overall Project Work Type - highway reconstruction, highway widening, highway resurfacing, bridge replacement, bridge rehabilitation, bridge painting, traffic signals, ITS, etc.
! Location and Work Limits - route number, work begin and end points (use familiar local reference points such as intersections), city/town/village
! Work Description - separately describe highway work (pavement type, lane width, etc.), bridge work (replacement bridge type, details of superstructure/substructure repairs, etc.) and other work (traffic signals, guiderail, drainage, signs, etc.). Be sure to include any work that may require special expertise from inspectors.
! Maintenance & Protection of Traffic Scheme - lane closures or shifts, temporary bridges, full closures with on or off-site detours, etc.
! Special Requirements or Complications - night work, Critical Path Method scheduling, A + B bidding or other incentive/disincentive provisions, coordination with communities, railroads or other contracts, etc.

If one consultant agreement will provide CI services for multiple construction contracts (with the exception of term agreements), each construction project must be described separately.

Sample Project Descriptions

Highway Reconstruction and Bridge Replacement

D_____ provides for construction inspection of reconstruction of 2.2 miles of US Route 20 (Broadway) from Transit Road (NY Route 78) in the Village of Depew to the Lancaster East Village line and 0.3 miles of Transit Road from Cayuga Creek to Terrace Boulevard in the Village of Depew. The project will also include replacement of two bridges (BIN 1015570 and BIN 1015580) on Broadway over Cayuga Creek.

The highway work will include pavement reconstruction and geometric improvements; replacement of all closed drainage, and new traffic signals, signs, pavement markings, curbs and sidewalks. Significant areas of Portland Cement Concrete pavement will be constructed at major intersections. The remainder of the pavement reconstruction will utilize asphalt concrete pavement. Proposed lane configuration will vary from three (3) to five (5) lanes. Extensive landscaping features will be constructed. Also, municipally owned utilities, waterlines and sanitary sewers, will be replaced under this contract. Traffic will be maintained on site using staged construction and lane shifts.
BIN 1015570, an existing single-span steel truss bridge, will be replaced with a single-span, steel-composite multi-girder bridge. A temporary on-site detour bridge will be constructed over Cayuga Creek in order to maintain traffic during construction. BIN 1015580, an existing single-span steel truss bridge will also be replaced with a single-span, steel-composite multi-girder bridge. Traffic will be maintained via an off-site detour.

The contract will involve substantial community liaison work, complicated M&PT staging, A + B bidding and Critical Path Method scheduling provisions.

**Bridge Painting**

D______ provides for construction inspection of painting of 25 bridges in Queens and Brooklyn. The bridges include 13 bridges over the Long Island Expressway between Main Street and Springfield Blvd., 3 bridges near College Point Blvd., 1 bridge on Long Island Expressway over Utopia Parkway, 1 bridge on Belt Parkway over Spring Creek, 4 bridges near Brooklyn Queens Expressway- Gowanus Merge, 1 bridge on the Brooklyn Queens Expressway viaduct at 47th Street, 1 bridge on 20th Ave over Whitestone Expressway, and 1 bridge at East 8th St. over Ocean Parkway Access. Major contract work includes: clean & paint entire steel portion of structure; remove all loose, corrosion, graffiti and mill scale from all steel surfaces by the use of abrasive blast. The total steel surface area to be cleaned and painted will require commercial blasting within a Class A containment systems.

The contractor will not be allowed to have any lane closures between 6:00AM-9:00AM and 3:00 PM-6:00PM Monday thru Friday.

**Field Installation of ITS**

D012587 provides for construction inspection for the Bronx Intelligent Transportation Systems (ITS) project. The Bronx ITS project will implement comprehensive Advanced Traffic Management Technologies on selected major freeways in the Bronx. The highways included in this project are as follows:

- Bruckner Expressway (I-278) & (I-95) - Triborough Bridge to New England Thruway
- Sheridan Expressway (I-895) - Bruckner Expressway to Cross Bronx Expressway
- Bronx River Parkway - Bruckner Expressway to Cross Bronx Expressway
- Cross Bronx Expressway (I-95) - Sheridan Expressway to Bronx River Parkway and various locations at Macomb’s Road, Weeks Ave. and Marmion Ave.

The project will include the installation of ITS equipment consisting of closed circuit television cameras, radar and video image vehicle speed detectors, vehicle classification detectors, variable message signs, and highway advisory radio beacon signs. The ITS equipment will be linked to two communications hubs using
a dedicated fiber optic communications network which will be installed in underground conduit throughout the project corridor. Communication between the hubs and the existing NYSDOT/NYCDOT Joint Traffic Operations Center (JTOC) will be via leased T-1 lines.

In addition to the field installation of underground conduit and ITS equipment, the project also provides for installation of additional equipment at the JTOC necessary for operating the equipment as an ATMS.

Most construction will occur within the right shoulder of the highways, and will require temporary lane closures during work hours for work crews. The work will be performed during off-peak, evening or nighttime hours.

**Term Agreement**

D______ will provide Construction Inspection Services to supplement Department staff, as determined by the Term Agreement Manager, to adequately address the needs of various construction projects. Inspection work may include: bridge rehabilitation, bridge cleaning, bridge painting, bridge drainage cleaning, highway reconstruction, highway resurfacing, crack sealing, intersection improvements, signal system installation, guiderail installation, pavement markings, graffiti removal or other routine construction contracts.

Assignments will vary in duration and the number of inspectors per construction contract. Some inspectors may be required to work at night.
**APPENDIX B: HOW TO DETERMINE CI CONSULTANT SERVICES COMPLEXITY**

The Department’s policy on consultant overhead requires the consultant job manager to provide the Contract Management Bureau with a determination on the complexity of consultant services. Consultants are paid a higher overhead rate for jobs of greater complexity. In addition, the complexity that you assign will be a significant factor in determining the consultant firm that is designated for the project.

The following guidelines are based in large part on the Design Division’s counterpart material. For consultant-designed projects, the design complexity should be reviewed as a starting point. Note, however, that complex design projects are frequently routine in construction. In general, we expect that a **significantly higher proportion** of CI agreements will be “routine” than design agreements.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. G</td>
<td>G</td>
</tr>
</tbody>
</table>

Is this an appurtenance project or term agreement? If so, it must be routine. If this is not an appurtenance project or term agreement, go to #2.

| 2. G | G |

Is this project processed through the small firm program? Projects for the small firm program must be routine. If this is not for the small firm program, go to #3.

| 3. G | G |

Is a technical proposal or oral presentations requested for the project? If yes, it is likely to be complex. If no, go to #4.

| 4. G | G |

Does a significant portion of the work require special professional engineering, land surveying or landscape architecture knowledge, capability or experience not normally required? If yes, it is likely to be complex. If no, go to #5.

<table>
<thead>
<tr>
<th>5.</th>
<th>Complexity assessment of technical considerations</th>
</tr>
</thead>
<tbody>
<tr>
<td>G</td>
<td>Routine</td>
</tr>
<tr>
<td>G</td>
<td>Moderate</td>
</tr>
<tr>
<td>G</td>
<td>Complex</td>
</tr>
</tbody>
</table>

What is the complexity of the highway work? (See attachment guidelines for different types of projects)

| G | Routine |
| G | Moderate |
| G | Complex |

What is the complexity of the bridge work? (See attachment entitled “Guidelines for Determining the Relative Complexity of Bridge Projects”)

| G | Routine |
| G | Moderate |
| G | Complex |

Overall complexity: Based on the individual assessments of highway and bridge work, determine the overall complexity. To determine the overall complexity of a project that includes consultant services for both highway and bridge work, generally weight the individual complexities in proportion to the amount of the highway and bridge work.
ATTACHMENTS

1. General Guidelines

2. Determining the Complexity of Highway Reconstruction Projects

3. Determining the Complexity of Resurfacing or Reconditioning and Preservation Projects

4. Determining the Complexity of Intersection Improvement Projects

5. Determining the Complexity of Bridge Projects
ATTACHMENT 1 - GENERAL GUIDELINES

Note: Design complexity does not necessarily translate into construction complexity; construction complexity does not necessarily translate into construction inspection complexity. The guidelines listed below should be used as indicators of potential complexity, not as defining complexity. Consideration should also be given to whether the consultant will provide a Resident Engineer, and if so, to what degree the Department’s Engineer-in-Charge will be on site and directing the inspection team.

Routine Projects -

All appurtenance projects and other projects meeting the following criteria:

- Uses conventional construction techniques
- Requires coordination with no more than one subconsultant for work that is easily defined and relatively independent
- Short to moderate length of highway is usually involved
- Construction staging and M&PT are not critical
- Minimal involvement with public / private agencies and community groups, beyond access / ROW coordination
- Schedule allows for work during normal time periods
- No significant environmental permit restrictions or mitigation measures
- Uncomplicated structural design

Moderately Complex Projects -

- Involves the adaptation and modification of standard techniques and procedures
- Multi-lane highway involved
- More than minor ROW acquisition involved
- Construction and M&PT staging required
- Coordination among several subconsultants
- Community interest with some controversy
- Coordination needed with other public / private agencies
- Schedule compressed, but achievable with normal staffing

Complex Projects -

- Requires the use of unusual construction techniques and procedures that in turn requires particularly complex and specialized efforts of the CI consultant
- Significant constructability issues that require analysis and major decisions as the work is being done
- Innovative construction concepts required for unique / controversial construction problems
- Requires coordination of many subconsultants, each performing critical interrelated activities
Substantial work on multi-lane, high volume expressway type highway involved
ROW acquisition causing significant community impacts that must be mitigated by the CI team on the project
Extensive utility, drainage and/or traffic system impacts that must be mitigated by the CI team on the project
Extensive construction staging and M&PT plans requiring numerous changes
Extensive controversial community interest and involvement. Project controversial due to construction impacts that must be mitigated by the CI team on the project.
Extensive coordination with public/private agencies during construction
Compressed schedule, requiring large staff. Use of I/D, A+B, lane rental, milestones, etc.
Substantial work is AOB/E or detailed in the field
ATTACHMENT 2 - DETERMINING THE COMPLEXITY OF HIGHWAY RECONSTRUCTION PROJECTS

I. Routine Projects

Reconstruction of short to moderate length of highway on existing location in an area with limited commercial and residential development where access is primarily from widely spaced driveways and side roads. May involve minor ROW acquisition. Utility involvement consists primarily of aerial facilities with some underground conduits and no significant conflict with water, sanitary or storm sewers. Drainage system may be open ditches with short runs of closed drainage at intersections. Traffic control is provided by independent signals of primary intersections with stop or yield control at remaining locations. Construction staging and M&PT are not critical constraints. Adequate work area can be provided during construction by reducing the number of lanes and their travel width.

II. Moderately Complex Projects

Reconstruction of varying lengths of multi-lane highway generally on existing location in a developed area with numerous commercial, light industrial and residential complexes. Access is from major side roads (collectors), frequent commercial drives, and numerous private driveways. ROW acquisition generally involves frontage strips but may include some full takings. Utility involvement consists of aerial facilities, subsurface conduits, gas mains, and high tech cable (fiber optic) installations. Municipal water distribution systems, sanitary sewers, and local storm drains will present challenges. Traffic is controlled by an integrated network of signals with turning lane cycles, emergency preempts, and peak hour progression features. Driveways are the only uncontrolled points of access on the roadway. Construction staging will be a major consideration in the project. M&PT plans and requirements must be carefully implemented to minimize impact on commuter traffic. Work areas will have peak hour restrictions and may require temporary easements. Community interest in the project is high.

III. Complex Projects

Reconstruction on varying lengths of high volume, multi-lane commuter and local service highway on existing and new location in a densely developed corridor with extensive industrial and commercial development. Residential development is not extensive on the route itself but large neighborhood / subdivision areas are only a few hundred meters back. Access is either partially or fully controlled and service roads are provided on a portion of the facility. ROW acquisition includes many full takings with displacement of families and businesses. Aerial utility installations are present on each side of the roadway, along with extensive subsurface commercial utility conflicts and fiber optic communication cables. Traffic is controlled by a complex interconnected traffic signal system. Commercial and some residential driveways complicate the traffic pattern. Construction staging plans will require taking easements and partial detouring of traffic. M&PT plans contain extensive detail.
A. **Routine Projects**

A. **Resurfacing**

A two lane highway with or without shoulders; average to above average traffic volume; and moderate or simple M&PT requirements (traffic maintained on-site). The project will also include normal utility involvement and contain some vertical and horizontal restraints. Appurtenance upgrades, drainage upgrades, and shoulder reconstruction will also be included. Normal ROW restrictions will also apply.

B. **Reconditioning and Preservation**

A two lane highway with or without shoulders; average to above average traffic volume; and moderate or simple M&PT requirements (traffic maintained on-site). The project will generally be on existing alignment but can include some widening / realignment with horizontal and vertical alignment constraints. The project will primarily be an overlay; however, it can include areas of pavement removal / replacement and milling. Superelevation restoration will be required, along with appurtenance upgrades, necessary intersection revisions, and standard drainage improvements (closed or open system).

B. **Moderately Complex Projects**

A. **Resurfacing**

A multi-lane expressway with high speeds, traffic volumes that are significantly above average, and extensive multi-phase M&PT requirements. The project can include extensive utility involvement, significant drainage work and alignment constraints.

B. **Reconditioning and Preservation**

A multi-lane expressway with high speeds, traffic volumes that are significantly above average, and an extensive multi-phase M&PT plan. It will contain all the aspects of a routine project. It can include horizontal and vertical geometry changes and restricted work areas. Innovation and the application of new technologies will apply.

C. **Complex Projects** - N/A
ATTACHMENT 4 - DETERMINING THE COMPLEXITY OF INTERSECTION IMPROVEMENT PROJECTS

A. Routine Projects

These projects will include the construction of additional lanes for exclusive left and right turn lanes with sufficient storage length needed at individual intersections, along with traffic islands for channelization of traffic. Also included will be several new signals along with their interconnection, phasing and tables of operation. Handicap accessibility ramps with pedestrian push buttons will also be constructed along with overhead signals (including span wire and tether wire for signal heads). Closed drainage construction will be performed as needed to accommodate any new curb lines. ROW takings will be undertaken as necessary.

B. Moderately Complex Projects

In addition to the above, these projects will provide for the interconnection of multiple signals, and incorporate the upgrading of an existing signal system to a fully integrated, interconnected system with remote master controller and operations control center (control room).

C. Complex Projects - N/A
ATTACHMENT 5 - DETERMINING THE COMPLEXITY OF BRIDGE PROJECTS

A. Routine Projects

A. New / Replacement Structures
   Single span steel or prestressed multigirder bridges, with few or simple M&PT requirements. Also single and multiple span steel pipe and precast concrete arch bridges.

B. Rehabilitations
   Small or moderate sized bridges which incorporate uncomplicated structural features and simple M&PT schemes. Work to be done is expected to be easily performed. Work is usually restricted to addressing the consequences of general deterioration.

B. Moderately Complex Structures

A. New / Replacement Structures
   Multiple span straight steel and prestressed girder bridges, both continuous and simple span. Bridges that require multiple staged M&PT, have an accelerated schedule, and/or have high public interest.

B. Rehabilitations
   Moderate sized structures which require extensive rehabilitation to address condition, or reconstruction to provide improved capacity or function (such as widening). Bridges that require close inspection and structural evaluation to establish the work to be done. Bridges which involve multi-staged M&PT and/or have high community interest. Project schedule is compressed.

C. Complex Structures

A. New / Replacement Structures
   Large, many-spanned structures, such as viaducts, interchanges, etc. Structures requiring complex structural demolition or erection, such as curved, continuous steel structures, trusses, arches, post-tensioned concrete structures. May require complex staging for M&PT or be in urban areas requiring heavy community coordination.

B. Rehabilitations
   Projects that require continuing structural inspection and monitoring. Structures are usually large and/or very complex, such as non-redundant bridges. Bridges that require extensive retrofitting, especially while maintaining traffic.
APPENDIX C: HOW TO DETERMINE SCORING FACTORS AND WEIGHTS

Factors and weights are included in the advertisement for two purposes: first, to show consultants and the NYSDOT evaluation committee what the basis for selection will be; second, to allow the computer scoring programs to score and rank consultant Expressions of Interest. The Program Area through its Main Office Division has authority and responsibility for development and approval of scoring factors and weights.

The standard factors and weights shown have been developed to guide the selection of the most-qualified firm on typical highway and bridge projects, and are expected to be used most of the time. Different factors and weights may be proposed by the Region if they are appropriate for a specific project, but **NEED NOT AND SHOULD NOT BE UTILIZED IN EVERY CASE**.

If standard factors and weights are proposed and indicated on the CONR389e, no further action is required. If special factors and weights are proposed, the Region must provide justification for them on the first page of the CONR389e and they must also be approved by the Construction Division.

GUIDELINES FOR DEVELOPING SCORING FACTORS AND WEIGHTS

After the project description and scope of services requirements are developed, the scoring factors and weights should be prepared in accordance with the following:

1) **Review the project description and scope of work contained in the advertisement. Is this a typical highway and/or bridge project?** If so, it should use the standard factors and weights. Is it an appurtenance project that involves only one type of work (e.g. bridge painting, lighting, guiderail, etc.)? If so, you may want to add one of the Standard Other Factors listed that is appropriate for that type of work. This will allow firms having experience with that specific work type to score well on that factor, and may allow them to be shortlisted even if they do not have the same level of experience with typical highway and/or bridge projects.

2) **Are there unique conditions and/or specialized work elements that are important enough to be evaluated and scored separately?** If so, you may want to add one or more Standard Other Factors as appropriate, or develop one or more Special Other Factors that address the specific consultant qualifications needed.

3) **Adding too many Other Factors will decrease the importance of all factors, and may result in the formation of bigger and potentially unwieldy consultant teams due to inclusion of more subconsultants. It is therefore important to focus on only factors that are critical for selection of the most-qualified consultant. It is expected that most projects will use the standard factors and weights, and the rest should need only one, two or at the very most three other factors. The only exception would be for projects that consist entirely of specialized work that is not considered in sufficient detail by the**
Standard Other Factors (e.g. ITS projects). For these projects, a larger number of Special Other Factors may be needed for an appropriate evaluation of consultant qualifications.

4) The only factors and weights that would normally be adjusted are Factor 1A - Firm Experience and Factor 4 - Other Factors. The sum of the weight for all these factors should normally total 39% of the overall weight in the computer scoring step and 18% of the overall weight for the committee scoring step. If Other Factors are proposed under Factor 4, weights for Factors 1A and 4 should be redistributed so that the total weight for these factors still adds up to 39% in the computer scoring step and 18% in the committee scoring step.

Keep in mind that Factor 1A is scored based on comparing the cost and complexity of prior projects completed by the consultant with the cost and complexity of the proposed project, while Standard Other Factors (Factor 4A) are scored based only on how many of their prior projects included the factor. For example, Standard Other Factor C4. Extensive work on and coordination with railroads or urban commuter rail systems, does not evaluate either the cost or complexity of the rail work, only the fact that it was a component of the project. It is therefore recommended that Factor 1A be a significantly weighted factor in all projects.

5) In unusual circumstances, it may be appropriate to adjust factors and weights that are not related to the overall experience of a firm (Factor 1B - Staff Experience, Factor 1C - NYSDOT Experience, Factor 2A - Prior NYSDOT Experience, Factor 2B - Workload / Capacity and Factor 3 - Logistics and Familiarity). For example, if unique experience is required that may not be found locally, the logistics and familiarity factors could be reduced, and the firm experience factor increased. This would increase the chances for a more distant qualified firm. A complicated project with a tight time schedule involving work procedures that are unique to NYSDOT may not be appropriate for a firm that is unfamiliar with NYSDOT procedures. In this case, the NYSDOT experience factor could be increased and the workload factors reduced.

Detailed, specific justification and prior approval by the Construction Division is required before proposing these types of changes.

6) Weights for factors 5, 6A and 6B, which relate to bonus credits for participation by D/M/WBE firms, are determined by the Office of Equal Opportunity Development and Compliance and the Contract Management Bureau, and is not subject to adjustment by the Region. The weight for Factor 7 - Time Since Last Designation, is determined by the Contract Management Bureau and is also not subject to adjustment by the Region.

7) Remember that all projects which are proposed with non-standard factors and weights must include an explanation of the changes and the reasons for the adjustment. If timing of consultant selection is critical, a draft proposal should be submitted to the Construction Division well in advance for discussion purposes.
Examples of Scoring Factors and Weights

I. Typical Highway and Bridge Projects

Use standard factors and weights

II. Bridge Painting

<table>
<thead>
<tr>
<th>Step 1 (Computer) Proposed</th>
<th>Step 2 (Committee) Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) A. Firm experience</td>
<td>19</td>
</tr>
<tr>
<td>B. Staff experience</td>
<td>N/A</td>
</tr>
<tr>
<td>C. NYSDOT experience</td>
<td>9</td>
</tr>
<tr>
<td>2. A. Prior NYSDOT performance ratings</td>
<td>19</td>
</tr>
<tr>
<td>B. Workload/Capacity</td>
<td></td>
</tr>
<tr>
<td>(1) Workload with Division</td>
<td>9</td>
</tr>
<tr>
<td>(2) Workload with Department</td>
<td>9</td>
</tr>
<tr>
<td>3. A. Location</td>
<td>15</td>
</tr>
<tr>
<td>B. Familiarity</td>
<td>N/A</td>
</tr>
<tr>
<td>4. Other Factors</td>
<td></td>
</tr>
<tr>
<td>A. Standard</td>
<td></td>
</tr>
<tr>
<td>B3. Painting with Class A Containment</td>
<td>10</td>
</tr>
<tr>
<td>B. Special</td>
<td></td>
</tr>
<tr>
<td>1. Experience with equivalent-size painting jobs</td>
<td>10</td>
</tr>
</tbody>
</table>

Special Factor 1.
For the prime firm, determine how many CI projects you have completed in the last seven (7) years where your firm was personally responsible for inspection of $1 million or more of bridge painting work that included at least one full Class A Containment system. Use the following table to determine your score and enter that score in the electronic expression of interest.

<table>
<thead>
<tr>
<th># of Projects</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1</td>
<td>2</td>
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<tr>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>5 or more</td>
<td>10</td>
</tr>
</tbody>
</table>
III. Field Installation of ITS

1) A. Firm experience  
   B. Staff experience  
   C. NYSDOT experience

2. A. Prior NYSDOT performance ratings
   B. Workload/Capacity
      (1) Workload with Division
      (2) Workload with Department

3. A. Location
   B. Familiarity

4. Other Factors
   A. Standard
      A4. ITS
   B. Special
      1. Experience with equivalent-size ITS, electrical
         or communications projects

Special Factor 1. For the prime firm, determine how many CI projects you have completed in the last seven (7) years where your firm was personally responsible for inspection of $10 million or more of ITS, or underground electrical/communications work. Use the following table to determine your score and enter that score in the electronic expression of interest.

<table>
<thead>
<tr>
<th># of Projects</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
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<td>3</td>
<td>6</td>
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<td>4</td>
<td>8</td>
</tr>
<tr>
<td>5 or more</td>
<td>10</td>
</tr>
</tbody>
</table>
IV. Term agreement

<table>
<thead>
<tr>
<th>Step 1 (Computer)</th>
<th>Step 2 (Committee)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed</td>
<td>Proposed</td>
</tr>
</tbody>
</table>

1. A. Firm experience
   B. Staff experience
   C. NYSDOT experience

2. A. Prior NYSDOT performance ratings
   B. Workload/Capacity
     (1) Workload with Division
     (2) Workload with Department

3. A. Location
   B. Familiarity

4. Other Factors
   B. Special
     1. PM experience w/ large multi-project agreements
     2. PM experience managing large CI staff
     3. Firm experience w/ large multi-project agreements
     D. Management Plan

Special Factor 1: For your proposed project manager, determine how many term or multi-project type CI agreements the individual has directly managed which meet both the following criteria:
- agreement required assignment of a large CI staff (10 or more at peak periods)
- agreement required assignments to multiple simultaneous construction projects in diverse geographic locations

Use the following table to determine your score and enter that score in the electronic expression of interest.

<table>
<thead>
<tr>
<th># of Agreements</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>2</td>
<td>4</td>
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<tr>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>&gt;4</td>
<td>10</td>
</tr>
</tbody>
</table>
Special Factor 2: For your proposed project manager, determine if the individual has directly managed CI staff on at least 5 simultaneous construction projects in diverse locations (under either a single CI agreement or several different CI agreements). If they have, determine the largest total number of CI staff on those projects that the individual managed at any one time.

Use the following table to determine your score and enter that score in the electronic expression of interest.

<table>
<thead>
<tr>
<th>Total CI staff managed on 5 or more simultaneous projects</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A (has not simultaneously managed CI staff on at least 5 projects in diverse locations)</td>
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</tr>
<tr>
<td>5-6</td>
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<td>7-9</td>
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<td>10-12</td>
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<td>13-15</td>
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<td>16-18</td>
<td>5</td>
</tr>
<tr>
<td>19-21</td>
<td>6</td>
</tr>
<tr>
<td>22-24</td>
<td>7</td>
</tr>
<tr>
<td>25-27</td>
<td>8</td>
</tr>
<tr>
<td>28-30</td>
<td>9</td>
</tr>
<tr>
<td>&gt;30</td>
<td>10</td>
</tr>
</tbody>
</table>

Special Factor 3: For the prime firm, determine the value of the largest term or multi-project type CI agreement that your firm has completed in the last 10 years. The agreement must have involved assignment of CI staff to multiple simultaneous transportation projects in diverse geographic locations. Use the following table to determine your score and enter that score in the electronic expression of interest.

<table>
<thead>
<tr>
<th>$ value of agreement</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A (no agreements of this type)</td>
<td>0</td>
</tr>
<tr>
<td>$0-$250,000</td>
<td>1</td>
</tr>
<tr>
<td>$251,000-$500,000</td>
<td>2</td>
</tr>
</tbody>
</table>
Management Plan: Describe, in no more than 3 pages of text, how your team will be able to address the following concerns. This is a team response, so you should include as appropriate a description of the different roles of the prime and subconsultant(s).

1) Identify and provide appropriate personnel for requested assignments
2) Hire additional personnel not currently on staff in accordance with the needs of the Region
3) Project future workload and reserve staffing
4) Handle downstaffing and reassignment/redeployment requests in accordance with the needs of the Region
To: Rich Gunn, Office of Chief Engineer, 5-504, MC 0504  
cc: __________________, Main Office Program Area Contact  
    Barbara Kamm, Contract Management Bureau, MC 0203  
    __________________, Regional Consultant Manager  

From: _________________________________, Regional Director, Region ____  

Subject: Request for SUPPLEMENTAL AGREEMENT (each SA requires separate form)  

<table>
<thead>
<tr>
<th>D#</th>
<th>SA#</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime Consultant Firm Name</td>
<td>_________________________________</td>
</tr>
<tr>
<td>Project Description</td>
<td>_________________________________</td>
</tr>
</tbody>
</table>

Agreement Type:  
- __ HWDES  
- __ BRREH  
- __ BRREP  
- __ CI  
- __ RAIL  
- __ TASS  
- __ BRINV  
- __ CON SUP  
- __ PLAN  
- __ MISC  
- __ TRAFSYS  
- __ NON A/E  

Date: ____ / ____ / ____  

Please list the 9 digit PIN(s) and funding used in the ORIGINAL AGREEMENT & PREVIOUS SUPPLEMENTALS:  

<table>
<thead>
<tr>
<th>PIN</th>
<th>FA#</th>
<th>%FED</th>
<th>%STATE</th>
<th>%LOCAL</th>
<th>FUND SOURCE</th>
<th>%ALLOCATION</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
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<td></td>
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<tr>
<td>2.</td>
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</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>100%</td>
</tr>
</tbody>
</table>

MARCHISELLI OTHER  

Please list the 9 digit PIN(s) and proposed funding for THIS SUPPLEMENTAL AGREEMENT:  

<table>
<thead>
<tr>
<th>PIN</th>
<th>FA#</th>
<th>%FED</th>
<th>%STATE</th>
<th>%LOCAL</th>
<th>FUND SOURCE</th>
<th>%ALLOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>100%</td>
</tr>
</tbody>
</table>

MARCHISELLI OTHER  

1. Executive Summary of Supplemental Agreement is attached. ____  

2. Total estimated cost of this Supplemental Agreement: $ ________________  

3. This agreement is identified in the Region’s current consultant priority list submitted ____ / ____ / ____.
4. If this Supplemental Agreement includes local funds, has the local funding agreement (or necessary changes to it) been initiated? ________________

5. a. Anticipated or actual schedule for the work included in the Supplemental Agreement:
   Start Date ___/ ___/ _____  Completion Date ___/ ___/ _____
   b. Does the contract need an extension of time? Yes ___ or No ___
      If yes, should the extension be processed as part of this supplemental
      (instead of time extension form)? Yes ___ or No ___
      If yes, the new contract completion date should be: ___/ ___/ _____

Note: For RDSAs, the consultant must submit a time extension form in accordance with M.A.P. 7.1-1-4

6. The Original Agreement was ____ routine, ____ moderately complex, ____ complex.
   This Supplemental is ____ routine, ____ moderately complex, ____ complex.

7. This certifies that proposed funding is consistent with the Region’s Program.

__________________________________________________________________________
Regional Planning & Program Manager (or designee)  Phone Number

Chief Engineer Approval

__________________________________________________________________________
Chief Engineer  Date

NOTE: The consultant’s proposal and diskette for this Supplemental Agreement must be submitted separately to the Contract Management Bureau, along with a memo from the Consultant Job Manager approving the consultant’s proposal. For original requests for Construction Support Services, do not negotiate or submit the proposal and diskette until after a memo designating the consultant for Construction Support Services has been distributed.
Executive Summary
<table>
<thead>
<tr>
<th><strong>SUMMARY OF SCHEDULE A ELEMENTS</strong></th>
<th>A-1 RE &amp; Inspection</th>
<th>A-2 Inspection</th>
<th>A-3 Term Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Partnering</strong></td>
<td>Intro</td>
<td>Intro</td>
<td>Intro</td>
</tr>
<tr>
<td><strong>General</strong></td>
<td>I.</td>
<td>I.</td>
<td>I.</td>
</tr>
<tr>
<td>EIC</td>
<td>IA.</td>
<td>IA.</td>
<td>IA.</td>
</tr>
<tr>
<td><strong>Quality Management Plan</strong></td>
<td>IB.</td>
<td>IB.</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Ethics</strong></td>
<td>IC.</td>
<td>IC.</td>
<td>IB.</td>
</tr>
<tr>
<td><strong>Safety &amp; Health Requirements</strong></td>
<td>ID.</td>
<td>ID.</td>
<td>IC.</td>
</tr>
<tr>
<td>Insurance</td>
<td>IE.</td>
<td>IE.</td>
<td>ID.</td>
</tr>
<tr>
<td><strong>Staff Qualifications &amp; Training</strong></td>
<td>IF.</td>
<td>IF.</td>
<td>IE.</td>
</tr>
<tr>
<td><strong>Activity Report</strong></td>
<td>IG.</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Cost Control Report / Time Sheets / Expenses</strong></td>
<td>IH.</td>
<td>IG.</td>
<td>IF.</td>
</tr>
<tr>
<td><strong>Purchased Equipment</strong></td>
<td>II.</td>
<td>IH.</td>
<td>IG.</td>
</tr>
<tr>
<td><strong>Scope of Services / Performance Requirements</strong></td>
<td>II.</td>
<td>II.</td>
<td>II.</td>
</tr>
<tr>
<td><strong>Project Inspection</strong></td>
<td>IIA.</td>
<td>IIA.</td>
<td>IIA.</td>
</tr>
<tr>
<td><strong>Quality</strong></td>
<td>IIB.</td>
<td>IIB</td>
<td>IIB</td>
</tr>
<tr>
<td><strong>Record Keeping &amp; Payments to Contractor</strong></td>
<td>IIC.</td>
<td>IIC.</td>
<td>IIC.</td>
</tr>
<tr>
<td><strong>Monitoring the Contractor’s Schedule</strong></td>
<td>IID.</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Safety &amp; Health / M&amp;PT</strong></td>
<td>IIE.</td>
<td>IID.</td>
<td>IID.</td>
</tr>
<tr>
<td><strong>Communications</strong></td>
<td>IIF.</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Monitoring Equal Opportunity / Labor Requirements</strong></td>
<td>IIG.</td>
<td>IIE.</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Additional Project Specific Services</strong></td>
<td>III.</td>
<td>III.</td>
<td>III.</td>
</tr>
<tr>
<td><strong>Term Agreement Administration</strong></td>
<td>N/A</td>
<td>N/A</td>
<td>IV.</td>
</tr>
</tbody>
</table>
PARTNERING

The goal of the Department is to complete this project in the most efficient, timely, and cost-effective manner, to the mutual benefit of the CONTRACTOR and the STATE. A formalized and more structured partnering process is available on some projects upon consent of both parties. Whether or not this formal process is used, the CONSULTANT will pursue the management of this project in a cooperative and non-adversarial manner under generally accepted procedures of project partnering.

I. GENERAL

The CONSULTANT must provide, to the satisfaction of the STATE, through its duly authorized representative, the Regional Director, resident engineering, contract administration and construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the CONTRACT. The CONSULTANT must assume responsibility, as appropriate, for the administration of the CONTRACT including maintaining complete project records, processing payments, detailed inspection work and on-site field tests of all materials and items of work incorporated into the CONTRACT consistent with the Department's policies, specifications and plans applicable to the CONTRACT.

A. STATE'S ENGINEER IN CHARGE

The STATE through its duly authorized representative, the Regional Director, will assign a STATE-employed Engineer-in-Charge (EIC) to the CONTRACT covered by this Agreement. This EIC will be the STATE'S official representative on the CONTRACT and the CONSULTANT must report to, and be directly responsible to, said EIC.

B. QUALITY MANAGEMENT PLAN

The CONSULTANT is required to have a Quality Management Plan (QMP) to ensure that the work performed meets the terms of the Agreement and Department expectations for the quality of services. The CONSULTANT must submit an internal QMP to the Department. The QMP must be approved prior to performing any work on the CONTRACT. The QMP should include:
How the firm will coordinate and direct the activities of staff and any subconsultants.

A description of field staff oversight policy for ensuring the quality of inspection and record keeping.

Verification and maintenance of staff licenses and certifications.

3. ETHICS

Prior to the start of work, the CONSULTANT shall submit to the Department the statement regarding conflicts of interest, as further described in Agreement Article 16.

D. SAFETY AND HEALTH REQUIREMENTS

Prior to the start of work, the CONSULTANT shall submit to the Department a site-specific Project Safety and Health Plan, covering the activities of their own staff and any subconsultants.

The CONSULTANT must provide all necessary training, supervision, equipment and programs to ensure that inspection staff assigned to the PROJECT will be protected from safety and health risks according to the requirements of OSHA 1910 & 1926, as well as all other applicable Federal, State & local laws, rules and regulations.

E. INSURANCE

Prior to the start of work, the CONSULTANT shall submit to the Department a Certificate of Insurance, as further described in Agreement Article 10.

F. STAFF QUALIFICATIONS AND TRAINING

1. The CONSULTANT shall recommend inspectors to the Department for approval, prior to their assignment to the PROJECT. Resumes, proof of required certification and the proposed initial salary shall be furnished with the recommendation. The Department may desire to interview before approval, and reserves the right to disapprove any application.

2. The CONSULTANT must provide sufficient trained personnel to adequately and competently perform the requirements of this Agreement. For all construction inspection agreements, it is mandatory that all technician personnel be identified by the National Institute for Certification in Engineering Technologies (NICET) certification levels in the staffing tables. In addition, all Transportation Engineering Technicians-Construction assigned to the PROJECT at and above level III, Engineering and Senior Engineering Technicians, must be certified by NICET. Transportation Engineering Technicians-Construction below level III assigned to the PROJECT must have successfully
completed the General Work Element requirements and at least those Special Work Elements which apply to their specific project assignments at the level of their rating.

3. In lieu of the NICET certification requirements, the Department may accept evidence that the person proposed for employment (1) has satisfactorily performed similar duties as a former NYS Department of Transportation (DOT) employee or (2) has a combination of education and appropriate experience commensurate with the scope of the position in question.

4. In addition, all personnel must be able to function in the work environment commensurate to their assignment; i.e., they must have the ability to establish and maintain a personal working relationship with others involved in the CONTRACT, including but not limited to CONTRACTOR personnel, consultant staff, state employees utilized on this PROJECT, and the public. The employment of all CONSULTANT personnel is conditional, subject to satisfactory performance, as determined by the Department.

5. Technicians employed by the CONSULTANT that perform field inspection of portland cement concrete shall possess a current certification from the American Concrete Institute (ACI) as a Concrete field-testing Technician-Grade 1, or have completed all of the following NICET work elements, which are equivalent to the ACI certification:

<table>
<thead>
<tr>
<th>NICET LEVEL</th>
<th>NICET CODE</th>
<th>WORK ELEMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>82019</td>
<td>Sample Fresh Concrete</td>
</tr>
<tr>
<td>I</td>
<td>82020</td>
<td>Slump Test</td>
</tr>
<tr>
<td>II</td>
<td>84068</td>
<td>Air Content, Pressure</td>
</tr>
<tr>
<td>II</td>
<td>84069</td>
<td>Air Content, Gravimetric</td>
</tr>
<tr>
<td>II</td>
<td>84070</td>
<td>Air Content, Volumetric</td>
</tr>
<tr>
<td>II</td>
<td>84076</td>
<td>Field Prepared Test Specimens</td>
</tr>
</tbody>
</table>

6. Inspectors designated as the responsible person in charge of work zone traffic control must have sufficient classroom training, or a combination of classroom training and experience, to develop needed knowledge and skills. Acceptable training should consist of a formal course presented by a recognized training program which includes at least two full days of classroom training. A minimum of two days classroom training is normally required, although one day of classroom training plus responsible experience may be considered. Recognized training providers include American Traffic Safety Services Assoc. (ATSSA), National Safety Council (NSC), Federal Highway Administration’s National Highway Institute (FHWA-NHI), and accredited colleges and universities with advanced degree programs in Civil/Transportation/Traffic Engineering. Former DOT employees may be considered on the basis of at least one day of formal classroom training combined with responsible M&PT experience.
Courses considered acceptable include the following:

- FHWA - NHI 38003 - Design and Operation of Work Zone Traffic Control
- NSC - Work Zone Traffic/Traffic Control Zone
- ATSSA - Worksite Traffic Supervision
  - Construction Zone Safety Inspector
  - Traffic Control in Urban and Utility Work Areas
- DOT - M&PT for EIC’s and Responsible Persons

7. Should it be determined that members of the field inspection staff would benefit from attendance at one or more of the Department training schools, such members may be directed to attend. Costs of attending such training sessions, including employee compensation, travel expenses and other related costs, are not reimbursable as Direct Non-Salary Cost (DNSC), but are allowable as overhead.

8. The CONSULTANT must submit all proposed salary increases to the Department in writing, for approval. Changes in titles of key personnel and all other personnel assignments shall be subject to the approval of the Department. All salary increases will be subject to current guidelines promulgated by the Department.

G. ACTIVITY REPORT

The CONSULTANT must develop a CONTRACT activity report procedure, in a format approved by the Department. The CONSULTANT will be required to submit a monthly CONTRACT activity report to the Department which addresses contract status, schedule delays, problems, disputes, and recommended corrective actions.

H. COST CONTROL REPORT / TIME SHEETS / EXPENSES

1. The CONSULTANT is required to submit a monthly Cost Control Report in a form similar to that shown in EXHIBIT D, and a chart plotting total cumulative labor cost to-date as budgeted in the agreement vs. actual total cumulative labor cost to-date. One copy shall be submitted with each progress payment to the EIC for review.

2. Inspectors time sheets and expense accounts will be approved by the EIC before being presented by the CONSULTANT for payment.

3. The cost of preparing Cost Control Reports and billings (progress payments) shall be allowable as overhead.

I. PURCHASED EQUIPMENT
At the completion of the CONTRACT, as part of the final accounting, Form AD 176 is to be submitted to document the disposition of any equipment purchased as DNSC, as further described in the Agreement Article 2 Item II.

II. SCOPE OF SERVICES / PERFORMANCE REQUIREMENTS

A. PROJECT INSPECTION

1. The CONSULTANT is required to inspect all construction operations of the CONTRACTOR for conformance with the CONTRACT plans, specifications and proposal. The CONSULTANT’s inspection, measurement and testing activities must adhere to, and be in accordance with, all the requirements set forth in Department policies, manuals, engineering bulletins, and engineering instructions.

2. Unless otherwise modified by this Agreement, the STATE will furnish at its own expense, off-site inspections and testing of steel, cement, asphalt, concrete and asphalt aggregates, concrete sewer and drainage pipe, and such other materials as are customarily tested by STATE forces or by separate contracts. The test cores from completed paving will be taken and tested by the STATE at its own expense.

3. All testing equipment provided by the CONSULTANT to be used on the PROJECT must be checked and approved by the Regional Materials or Geotechnical Engineer prior to use.

B. QUALITY

The CONSULTANT will enforce the specifications and identify in a timely manner local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the PROJECT.

C. RECORD KEEPING & PAYMENTS TO CONTRACTOR

1. All records must be kept in accordance with the Manual for Uniform Record Keeping (MURK) and the directions of the Regional Director. The CONSULTANT must take all measurements and collect all other pertinent information necessary to prepare a project diary describing the progress of the work, specific problems encountered, daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from CONTRACT plans, photographs of various phases of construction, and other pertinent data, records and reports which may be required by MURK for proper completion of records of the CONTRACT.
2. Any record plans, engineering data, survey notes or other data provided by the STATE to the CONSULTANT should be returned to the STATE at the completion of the CONTRACT. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the CONSULTANT will bear the endorsement of the CONSULTANT. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed and stamped by the P.E.

3. Unless otherwise modified by this Agreement, the STATE will check, and when acceptable, approve all structural shop drawings.

4. The CONSULTANT must submit the final estimate of the CONTRACT to the Regional Director within five (5) weeks after the date of acceptance of the CONTRACT. All project records must be cataloged, indexed, packaged, and delivered to the Regional Office within six (6) weeks after the date of the acceptance of the CONTRACT.

D. MONITORING THE CONTRACTOR’S SCHEDULE

1. The CONSULTANT is responsible for monitoring the progress of the work of the CONTRACT in accordance with the CONTRACTOR’S approved schedule, with the goal of meeting the CONTRACT completion date. To this end, the CONSULTANT must evaluate, review and comment on the CONTRACTOR’S proposed schedule, and when said schedule is modified such that the work of the CONTRACT is proposed to be completed in a reasonable manner, in accordance with the CONTRACT completion date, must approve said schedule in writing on behalf of the STATE. The CONSULTANT, when reviewing the CONTRACTOR’S proposed schedule, will utilize the guidance contained in MURK.

2. It is the CONSULTANT’S acknowledged responsibility to prevent, to the degree possible, delays in the CONTRACTOR’S procedures. All delays to the CONTRACT must be documented by the CONSULTANT, and the CONSULTANT will then require an appropriate schedule modification by the CONTRACTOR. Where the CONSULTANT determines that the CONTRACTOR’S operations and procedures might lead to a delay, the CONSULTANT is to inform the CONTRACTOR and the EIC immediately in writing of that fact. Situations incapable of disposition in the field must be brought to the immediate attention of the Regional Director.

E. SAFETY & HEALTH / MAINTENANCE & PROTECTION OF TRAFFIC

1. The CONSULTANT must ensure that all inspection staff assigned to the PROJECT are knowledgeable concerning the safety and health requirements of the CONTRACT per Department policy, procedures and specifications and adhere to all such standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect to
protect their personal safety and to ensure they are prepared to recognize and address any CONTRACTOR oversight or disregard of project safety requirements.

2. The CONSULTANT is responsible for monitoring the Contractor’s and Subcontractor’s efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of, the CONTRACT.

F. COMMUNICATIONS

In addition to routine communications with the STATE as otherwise described, the CONSULTANT will also be required to communicate information pertaining to progress, schedules, coordination, problems, etc., as necessary, with the CONTRACTOR, utilities, community representatives and the general public, etc. All communications should be accurate, clear and concise, in a professional manner, and executed in a timely fashion. Communications with and to public officials must be cleared through the EIC.

G. MONITORING EQUAL OPPORTUNITY /LABOR REQUIREMENTS

The CONSULTANT must assign to one individual, preferably the Office Engineer, the responsibility of monitoring the CONTRACTOR’S adherence to Equal Opportunity and Labor requirements contained in the CONTRACT. The CONSULTANT, when monitoring the CONTRACTOR’S Equal Opportunity and Labor compliance, will utilize the guidance contained in the CONTRACT, standard specifications and the MURK.

III. ADDITIONAL PROJECT SPECIFIC SERVICES

[ Optional paragraphs describing specific technical expertise or special contract conditions that may be required for a specific project are to be inserted here as needed. "Standard" special services topics or conditions listed below are available from the Construction Division -- they may also be modified as needed subject to approval of the Construction Division and the Contract Management Bureau. ]

A. Computer Aided Design & Drafting
B. Critical Path Method (CPM) Scheduling
C. Field Engineering
D. Hazardous Materials
E. ITS
F. Movable Bridges
G. Painting
H. Partnering
I. Public Relations & Community Involvement
J. Shop Drawing Review
K. Structural Flags
L. Arborist
M. Erosion and Sedimentation Control Specialist
PARTNERING

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3. In lieu of the NICET certification requirements, the Department may accept evidence that the person proposed for employment (1) has satisfactorily performed similar duties as a former NYS Department of Transportation (DOT) employee or (2) has a combination of education and appropriate experience commensurate with the scope of the position in question.

4. In addition, all personnel must be able to function in the work environment commensurate to their assignment; i.e., they must have the ability to establish and maintain a personal working relationship with others involved in the CONTRACT, including but not limited to CONTRACTOR personnel, consultant staff, state employees utilized on this PROJECT, and the public. The employment of all CONSULTANT personnel is conditional, subject to satisfactory performance, as determined by the Department.

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<td>Sample Fresh Concrete</td>
</tr>
<tr>
<td>I</td>
<td>82020</td>
<td>Slump Test</td>
</tr>
<tr>
<td>II</td>
<td>84068</td>
<td>Air Content, Pressure</td>
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<tr>
<td>II</td>
<td>84070</td>
<td>Air Content, Volumetric</td>
</tr>
<tr>
<td>II</td>
<td>84076</td>
<td>Field Prepared Test Specimens</td>
</tr>
</tbody>
</table>

6. Inspectors designated as the responsible person in charge of work zone traffic control must have sufficient classroom training, or a combination of classroom training and experience, to develop needed knowledge and skills. Acceptable training should consist of a formal course presented by a recognized training program which includes at least two full days of classroom training. A minimum of two days classroom training is normally required, although one day of classroom training plus responsible experience may be considered. Recognized training providers include American Traffic Safety Services Assoc. (ATSSA), National Safety Council (NSC), Federal Highway Administration’s National Highway Institute (FHWA-NHI), and accredited colleges and universities with advanced degree programs in Civil/Transportation/Traffic Engineering. Former DOT employees may be considered on the basis of at least one day of formal classroom training combined with responsible M&PT experience.
Courses considered acceptable include the following:

FHWA - NHI 38003 - Design and Operation of Work Zone Traffic Control
NSC - Work Zone Traffic/Traffic Control Zone
ATSSA - Worksite Traffic Supervision
  Construction Zone Safety Inspector
  Traffic Control in Urban and Utility Work Areas
DOT - M&PT for EIC’s and Responsible Persons

7. Should it be determined that members of the field inspection staff would benefit from attendance at one or more of the Department training schools, such members may be directed to attend. Costs of attending such training sessions, including employee compensation, travel expenses and other related costs, are not reimbursable as Direct Non-Salary Cost (DNSC), but are allowable as overhead.

8. The CONSULTANT must submit all proposed salary increases to the Department in writing, for approval. Changes in titles of key personnel and all other personnel assignments shall be subject to the approval of the Department. All salary increases will be subject to current guidelines promulgated by the Department.

G. COST CONTROL REPORT / TIME SHEETS / EXPENSES

1. The CONSULTANT is required to submit a monthly Cost Control Report in a form similar to that shown in EXHIBIT D, and a chart plotting total cumulative labor cost to-date as budgeted in the agreement vs. actual total cumulative labor cost to-date. One copy shall be submitted with each progress payment to the EIC for review.

2. Inspectors time sheets and expense accounts will be approved by the EIC before being presented by the CONSULTANT for payment.

3. The cost of preparing Cost Control Reports and billings (progress payments) shall be allowable as overhead.

H. PURCHASED EQUIPMENT

At the completion of the CONTRACT, as part of the final accounting, Form AD 176 is to be submitted to document the disposition of any equipment purchased as DNSC, as further described in the Agreement Article 2 Item II.

II. SCOPE OF SERVICES / PERFORMANCE REQUIREMENTS
A. PROJECT INSPECTION

1. The CONSULTANT is required to inspect all construction operations of the CONTRACTOR for conformance with the CONTRACT plans, specifications and proposal. The CONSULTANT’s inspection, measurement and testing activities must adhere to, and be in accordance with, all the requirements set forth in Department policies, manuals, engineering bulletins, and engineering instructions.

2. Unless otherwise modified by this Agreement, the STATE will furnish at its own expense, off-site inspections and testing of steel, cement, asphalt, concrete and asphalt aggregates, concrete sewer and drainage pipe, and such other materials as are customarily tested by STATE forces or by separate contracts. The test cores from completed paving will be taken and tested by the STATE at its own expense.

3. All testing equipment provided by the CONSULTANT to be used on the PROJECT must be checked and approved by the Regional Materials or Geotechnical Engineer prior to use.

B. QUALITY

The CONSULTANT will enforce the specifications and identify in a timely manner local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the PROJECT.

C. RECORD KEEPING & PAYMENTS TO CONTRACTOR

1. All records must be kept in accordance with the Manual for Uniform Record Keeping (MURK) and the directions of the Regional Director. The CONSULTANT must take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from CONTRACT plans, photographs of various phases of construction, and other pertinent data, records and reports which may be required by MURK for proper completion of records of the CONTRACT.

2. Any record plans, engineering data, survey notes or other data provided by the STATE to the CONSULTANT should be returned to the STATE at the completion of the CONTRACT. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the CONSULTANT will bear the endorsement of the CONSULTANT. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed and stamped by the P.E.
3. Unless otherwise modified by this Agreement, the STATE will check, and when acceptable, approve all structural shop drawings.

4. The CONSULTANT must submit the final estimate of the CONTRACT to the Regional Director within five (5) weeks after the date of acceptance of the CONTRACT. All project records must be cataloged, indexed, packaged, and delivered to the Regional Office within six (6) weeks after the date of the acceptance of the CONTRACT.
D. SAFETY & HEALTH / MAINTENANCE & PROTECTION OF TRAFFIC

1. The CONSULTANT must ensure that all inspection staff assigned to the PROJECT are knowledgeable concerning the safety and health requirements of the CONTRACT per Department policy, procedures and specifications and adhere to all such standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect to protect their personal safety and to ensure they are prepared to recognize and address any CONTRACTOR oversight or disregard of project safety requirements.

2. The CONSULTANT is responsible for monitoring the Contractor’s and Subcontractor’s efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of, the CONTRACT.

E. MONITORING EQUAL OPPORTUNITY / LABOR REQUIREMENTS

The CONSULTANT must assign to one individual, preferably the Office Engineer, the responsibility of monitoring the CONTRACTOR’S adherence to Equal Opportunity and Labor requirements contained in the CONTRACT. The CONSULTANT, when monitoring the CONTRACTOR’S Equal Opportunity and Labor compliance, will utilize the guidance contained in the CONTRACT, standard specifications and the MURK.

III. ADDITIONAL PROJECT SPECIFIC SERVICES

[ Optional paragraphs describing specific technical expertise or special contract conditions that may be required for a specific project are to be inserted here as needed. "Standard" special services topics or conditions listed below are available from the Construction Division -- they may also be modified as needed subject to approval of the Construction Division and the Contract Management Bureau. ]

A. Computer Aided Design & Drafting
B. Critical Path Method (CPM) Scheduling
C. Field Engineering
D. Hazardous Materials
E. ITS
F. Monitoring Contractor’s Schedule
G. Movable Bridges
H. Painting
I. Partnering
J. Public Relations & Community Involvement
K. Shop Drawing Review
L. Structural Flags  
M. Arborist  
N. Erosion and Sedimentation Control Specialist
PARTNERING

The goal of the Department is to complete this project in the most efficient, timely, and cost-effective manner, to the mutual benefit of the CONTRACTOR and the STATE. A formalized and more structured partnering process is available on some projects upon consent of both parties. Whether or not this formal process is used, the CONSULTANT’s staff will inspect the CONTRACTOR’S operations in a cooperative and non-adversarial manner under generally accepted procedures of project partnering.

I. GENERAL

The CONSULTANT will furnish inspectors to the Department. Inspector Technicians will be assigned to various projects within the Region. Duties of the inspectors will include inspection of the CONTRACTOR’S work, keeping CONTRACT records, testing construction materials, survey, and other related duties as assigned by the STATE’S Engineer-In-Charge.

The Regional Director, through the Regional Construction Office, will make project assignments and supervise all inspectors utilized under this agreement.

During the first week of each month, the Department should furnish the CONSULTANT with an estimate of the number and grade of Inspectors required for the current and subsequent two months.

The CONSULTANT will be expected to furnish the number and grade of inspectors actually requested within two weeks of notification. Inspectors will be retained by the Department for a minimum period of four weeks, barring CONTRACTOR’S seasonal shut down, strikes or other unanticipated conditions.

Two week notice will be given prior to any layoff. However, any inspector deemed by the Department to be unsatisfactory may be terminated immediately. Further, the CONSULTANT shall make a concerted effort to fulfill each Department request for an inspector with the previously approved inspector to provide continuity of service and project familiarity.

A. STATE’S ENGINEER IN CHARGE
The STATE through its duly authorized representative, the Regional Director, will assign a STATE-employed Engineer-in-Charge (EIC) to the CONTRACT covered by this Agreement. This EIC will be the STATE’S official representative on the CONTRACT and the CONSULTANT must report to, and be directly responsible to said EIC.

B. ETHICS

Prior to the start of work, the CONSULTANT shall submit to the Department the statement regarding conflicts of interest, as further described in Agreement Article 17.

C. SAFETY AND HEALTH REQUIREMENTS

Prior to the start of work, the CONSULTANT shall submit to the Department a site-specific Project Safety and Health Plan, covering the activities of their own staff and any subconsultants.

The CONSULTANT must provide all necessary safety and health training, supervision, equipment and programs for inspection staff assigned to the PROJECT in accordance with the requirements of OSHA 1910 & 1926, as well as all other applicable Federal, State & local laws, rules and regulations.

D. INSURANCE

Prior to the start of work, the CONSULTANT shall submit to the Department a Certificate of Insurance, as further described in Agreement Article 10.

E. STAFF QUALIFICATIONS AND TRAINING

1. The CONSULTANT shall recommend inspectors to the Department for approval, prior to their assignment to the PROJECT. Resumes, proof of required certification and the proposed initial salary shall be furnished with the recommendation. The Department may desire to interview before approval, and reserves the right to disapprove any application.

2. The CONSULTANT must provide sufficient trained personnel to adequately and competently perform the requirements of this Agreement. For all construction inspection agreements, it is mandatory that all technician personnel be identified by the National Institute for Certification in Engineering Technologies (NICET) certification levels in the staffing tables. In addition, all Transportation Engineering Technicians-Construction assigned to the PROJECT at and above level III, Engineering and Senior Engineering Technicians, must be certified by NICET. Transportation Engineering Technicians-Construction below level III assigned to the PROJECT must have successfully completed the General Work Element requirements and at least those Special Work Elements which apply to their specific project assignments at the level of their rating.
3. In lieu of the NICET certification requirements, the Department may accept evidence that the person proposed for employment (1) has satisfactorily performed similar duties as a former NYS Department of Transportation employee or (2) has a combination of education and appropriate experience commensurate with the scope of the position in question.

4. In addition, all personnel must be able to function in the work environment commensurate to their assignment; i.e., they must have the ability to establish and maintain a personal working relationship with others involved in the CONTRACT, including but not limited to CONTRACTOR personnel, consultant staff, state employees utilized on this PROJECT, and the public. The employment of all the CONSULTANT personnel is conditional, subject to satisfactory performance, as determined by the Department.

5. Technicians employed by the CONSULTANT that perform field inspection of portland cement concrete shall possess a current certification from the American Concrete Institute (ACI) as a Concrete field-testing Technician-Grade 1, or have completed all of the following NICET work elements, which are equivalent to the ACI certification:

<table>
<thead>
<tr>
<th>NICET LEVEL</th>
<th>NICET CODE</th>
<th>NICET WORK ELEMENT</th>
</tr>
</thead>
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<tr>
<td>I</td>
<td>82019</td>
<td>Sample Fresh Concrete</td>
</tr>
<tr>
<td>I</td>
<td>82020</td>
<td>Slump Test</td>
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<td>II</td>
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<td>Air Content, Gravimetric</td>
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<tr>
<td>II</td>
<td>84070</td>
<td>Air Content, Volumetric</td>
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<tr>
<td>II</td>
<td>84076</td>
<td>Field Prepared Test Specimens</td>
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</tbody>
</table>

6. Inspectors designated as the responsible person in charge of work zone traffic control must have sufficient classroom training, or a combination of classroom training and experience, to develop needed knowledge and skills. Acceptable training should consist of a formal course presented by a recognized training program consisting of at least two full days of classroom training. A minimum of two days classroom training is normally required, although one day of classroom training plus responsible experience may be considered. Recognized training providers include American Traffic Safety Services Assoc. (ATSSA), National Safety Council (NSC), Federal Highway Administration’s National Highway Institute (FHWA-NHI), and accredited colleges and universities with advanced degree programs in Civil/Transportation/Traffic Engineering. Former DOT employees may be considered on the basis of at least one day of formal classroom training combined with responsible M&PT experience.

Courses considered acceptable include the following:
F. COST CONTROL REPORT / TIME SHEETS / EXPENSES

1. The CONSULTANT is required to submit a monthly Cost Control Report in a form similar to that shown in EXHIBIT D, and a chart plotting total cumulative labor cost to-date as budgeted in the agreement vs. actual total cumulative labor cost to-date. One copy shall be submitted with each progress payment to the EIC for review.

2. Inspectors time sheets and expense accounts will be approved by the EIC before being presented by the CONSULTANT for payment.

3. The cost of preparing Cost Control Reports and billings (progress payments) shall be allowable as overhead.

G. PURCHASED EQUIPMENT

1. At the completion of the CONTRACT, as part of the final accounting, Form AD 176 is to be submitted to document the disposition of any equipment purchased as DNSC, as further described in the Agreement Article 4 Item II.

2. The Department will provide inspectors with equipment, materials, specifications, plans, etc., in the same manner as it does for Department employees. They shall remain the property of the Department and must be returned. In unusual circumstances, the Department may request the CONSULTANT to purchase specific items which will be reimbursed as DNSC, and they shall be turned over to the Department at the completion of the PROJECT in accordance with Department policy.

II. SCOPE OF SERVICES / PERFORMANCE REQUIREMENTS

A. PROJECT INSPECTION

1. The CONSULTANT is required to inspect all construction operations of the CONTRACTOR for conformance with the CONTRACT plans, specifications and proposal. The CONSULTANT’s inspection, measurement and testing activities must adhere to, and be in accordance with, all the requirements set forth in Department policies, manuals, engineering bulletins, and engineering instructions.
2. Unless otherwise modified by this Agreement, the STATE will furnish at its own expense, off-site inspections and testing of steel, cement, asphalt, concrete and asphalt aggregates, concrete sewer and drainage pipe, and such other materials as are customarily tested by STATE forces or by separate contracts. The test cores from completed paving will be taken and tested by the STATE at its own expense.

3. All testing equipment provided by the CONSULTANT to be used on the PROJECT must be checked and approved by the Regional Materials or Geotechnical Engineer prior to use.

B. QUALITY

The CONSULTANT will enforce the specifications and identify in a timely manner local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the PROJECT.

C. RECORD KEEPING & PAYMENTS TO CONTRACTOR

All records must be kept in accordance with the Manual for Uniform Record Keeping (MURK) and the directions of the Regional Director. The CONSULTANT must take all measurements and collect all other pertinent information necessary to prepare, daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from CONTRACT plans, photographs of various phases of construction, specific problems encountered, and other pertinent data, records and reports which may be required by MURK for proper completion of records of the CONTRACT.

D. SAFETY & HEALTH / MAINTENANCE & PROTECTION OF TRAFFIC

The CONSULTANT must ensure that all inspection staff assigned to the PROJECT are knowledgeable concerning the safety and health requirements of the CONTRACT per Department policy, procedures and specifications and adhere to all such standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect to protect their personal safety and to ensure they are prepared to recognize and address any CONTRACTOR oversight or disregard of project safety requirements.

III. ADDITIONAL PROJECT SPECIFIC SERVICES

[ Optional paragraphs describing specific technical expertise or special contract conditions that may be required for a specific project are to be inserted here as needed. "Standard" special services topics or conditions listed below are available from the Construction Division -- they may also be modified as needed subject to approval of the Construction Division and the Contract Management Bureau. ]

A. Computer Aided Design & Drafting
B. Critical Path Method (CPM) Scheduling
C. Field Engineering
D. Hazardous Materials
E. ITS
F. Monitoring Contractor’s Schedule
G. Monitoring Equal Opportunity/Labor Requirements
H. Movable Bridges
I. Painting
J. Partnering
K. Public Relations & Community Involvement
L. Shop Drawing Review
M. Structural Flags
N. Arborist

IV. ADMINISTRATIVE PROCEDURES

A. PROJECT ASSIGNMENTS

1. Engineer-In-Charge (EIC) / Construction Supervisor notifies Term Agreement Manager of need for Term Agreement Consultant personnel.

2. Term Agreement Manager documents formal request for Term Agreement Consultant personnel in writing, including:

   a. A 9 digit PIN, detailed staffing table including the titles, rates, hours, completion date and the total cost of the Consultant personnel requested.

   b. A summary of overall Term Agreement Budget including previously assigned PINs, remaining dollar amount available to be assigned and anticipated completion dates for each assignment. The sum of all assignments must not exceed the total funds in this Term Agreement. A new project assignment may not be made that extends beyond the original term agreement completion date.

   c. The reason why Consultant, rather than Regional, personnel must be utilized if the need for Consultant personnel was not identified in the Regional Work Plan.

3. Term Agreement Manager submits request documentation for Regional Construction Engineer (RCE) approval.

4. RCE approves and/or comments on Request Documentation. Once approved, the RCE notifies the Consultant and the Term Agreement Manager of the approval in writing at least 14 days before the Consultant personnel are actually needed with a copy to the Construction Division and the Regional Term Agreement project file.
5. Consultant submits resumes of recommended inspectors to the Term Agreement Manager for review and approval by the RCE or designee.

6. After agreement is reached with the Consultant on the titles and duration of the assignment the Term Agreement Manager establishes the Maximum Amount Payable (MAP) for this assignment which may include a contingency amount of up to 5% and should be rounded upward to the next thousand dollars. The Term Agreement Manager requests a reallocation of funds from the Term Agreement S PIN to the project specific PIN via a memo to the Accounting & Fiscal Services Bureau. The agreement D number and appropriate nine digit PIN for the assignment must be included in the memo. Copies of the memo shall be provided to the RPPM, the Construction Division, the Consultant and the EIC. This memo must be submitted at least 30 days prior to the first progress estimate for the assignment to allow time for the reallocation of funds.

7. Progress estimates may be submitted monthly by the Consultant in accordance with standard procedures, but cost control reports must be prepared and submitted on a monthly basis.

8. During the first week of each month the Term Agreement Manager shall furnish the Consultant with an estimate of the number and grade of inspectors required for the current and subsequent two months.

B. TIME EXTENSIONS FOR PROJECT ASSIGNMENTS

1. EIC/Construction Supervisor notifies Term Agreement Manager in advance if previously approved Term Agreement Consultant personnel are needed longer than requested.

2. Term Agreement Manager documents formal request for continued Term Agreement Consultant personnel assignment in writing, including:
   a. Reason why Consultant personnel are needed for a longer duration than expected.
   b. PIN, detailed staffing table including the titles, rates, hours and total cost of the additional Consultant assistance that is needed.
   c. Summary of overall Term Agreement Budget including previously assigned PINs and remaining dollar amount available to be assigned.

3. Term Agreement Manager submits request for additional Consultant assistance to RCE before the existing completion date for the assignment is due to expire.

4. RCE approves and/or comments on additional Request Documentation. Notices Consultant and Term Agreement Manager of request approval in writing before the initial approval is scheduled to expire. Sends a copy to the Construction Division and the Regional Term Agreement project file.
5. Term Agreement Manager documents the MAP for the additional duration and requests a reallocation of funds from the Term Agreement SPIN to the project specific PIN via a memo to the Accounting & Fiscal Services Bureau. Copies of the memo shall be provided to the RPPM, the Construction Division, the Consultant and the EIC.

C. OVERALL TERM AGREEMENT TIME EXTENSIONS / INCREASES IN MAP

Time extensions to the overall term of this contract or increases in the overall MAP are not permitted under normal circumstances. However, if a particular assignment that was scheduled for completion prior to the end of the term of the contract has experienced unforseen delays, the normal procedures for amending agreements for time or money must be followed.
Under this Supplemental Agreement in association with will provide construction support services for this project, being constructed under Contract D.

This work will consist of providing design response to unanticipated or changed field conditions, analysis and participation in proposed design changes, and ongoing interpretation and classification of design plans.

Consultant work shall always be in response to a specific assignment from the State under one of the tasks below. For each assignment the Consultant shall submit a staffing and budget estimate, and shall await written State authorization to proceed before starting the work.

Not reimbursable under this agreement are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions (i.e., beyond specific State-requested interpretations under Task 6.8203 below)

The Consultant shall perform the following tasks in response to specific State directives:

1) Unanticipated Field Conditions and Changes:

In response to unanticipated and varying field conditions or changes in construction procedures, the Consultant shall conduct on-site field reconnaissance and where required prepare Field Change Sheets modifying pertinent contract plan sheets.

2) Review of proposed Design Changes:

The Consultant shall analyze and recommend on the implementation of design changes proposed by the State or the construction contractor and provided by the State. This shall include Maintenance and Protection of Traffic Plans.

3) Interpretation:

The Consultant shall interpret and clarify design concepts, plans and specifications.

4) Shop Drawing Review:
The Consultant shall review and recommend approval of Contractor submitted shop or working drawings as requested by the State.

5) Progress Meetings:

The Consultant shall attend progress meetings with the State when requested.
(For estimating purposes it is assumed that _____ meetings will be required.)

6) Specialized Services

[ The following are examples of more detailed scopes for specialized services -- they should be modified as needed subject to approval of the Construction Division. ]

INTELLIGENT TRANSPORTATION SYSTEMS (ITS)

The Consultant shall review submissions and monitor the installation, integration and testing of specialized ITS equipment and its associated software and firmware. These items may include, but are not limited to, the following:

- Variable Message Signs (VMS)
- Structures supporting VMS and other ITS field equipment
- Closed Circuit Television (CCTV)
- Field Cabinets
- Radar Detectors
- Vehicle Classification Detectors
- Vehicle Height Detectors
- Radar Speed Detectors
- Highway Advisory Radio (HAR)
- Fiber Optic Equipment
- Controllers
- Central Traffic Operations Center (TOC) Equipment
- Test Equipment
- Software and Firmware related to and delivered with equipment

Specific tasks will include, but not be limited to the following:
1) Review and provide recommendations on submittals of catalog cut sheets, parts lists, shop drawings, maintenance manuals and schematics. Maintain a log which shows the status of all shop drawings at any given time.
2) Analyze structures supporting ITS field elements (particularly VMS) in response to changes or updates to the Department’s standards for these structures.
3) Maintain logs which show the status of all requests for information, action items from meetings, and design revisions.
4) Inspect field installation of equipment
5) Factory, Stand-Alone Field, Subsystem and Systems Acceptance Testing
! Review and provide recommendations to the Department on approval of test procedures, including standards acceptance testing.
! Attend Design Approval Tests as required at manufacturer’s facilities.
! Witness other tests as required.
! Review and provide recommendations to the Department on acceptance of test results.
! Provide a punchlist inspection of functionality (operation, alarms and maintenance/operation manuals) of each subsystem component
! Develop a punchlist of items that arise during that arise during final acceptance testing, and monitor the resolution of these items
6) Review and provide recommendations to the Department on acceptance of the training course outline and maintenance and operations manuals prepared by the Contractor as part of the construction contract.
7) Review and provide recommendations to the Department on acceptance of As-Built Drawings
8) Assist the Department in obtaining, installing and testing telephone and/or electrical utility services procured directly by the Department for use on this contract.

Required Qualifications: Familiarity with the procedures for acceptance, installation and testing of ITS equipment, and its associated software and firmware.

[Project Specifics: Add to or delete from the list of equipment above as appropriate, and provide additional details and breakdown of equipment as available. Note any out-of-state tests that must be witnessed in the second bullet under item 3.]

MOVABLE BRIDGES

The Consultant shall review submissions and monitor the fabrication, furnishing, installation and removal of mechanical and electrical parts and equipment. Specific tasks will include, but not be limited to:

1) Review and provide recommendations to the Department on the Contractor’s work schedule and sequence
2) Review and provide recommendations to the Department on the Contractor’s cost breakdowns of lump sum items for progress payment.
3) Review and provide recommendations to the Department on manufacturer’s shop drawings and data (descriptive literature, drawings, diagrams, performance and characteristic curves, catalog cuts, etc.). Maintain a log showing the status of all shop drawings at any given time.
4) Review and provide recommendations to the Department on assembly and erection drawings, certified test reports and shop bills (if not on shop drawings). Witness and provide recommendations to the Department on factory tests as required.
5) Verify that delivered parts and equipment conform to organization standards as required. Inspect parts and equipment for damage and report any deficiencies to the Department.
6) Assist the Department in obtaining, installing and testing utility services procured directly by the Department for use on this contract.
7) Review and provide recommendations to the Department on installation plans, calculations and/or checklist (including conduit/wiring/connection plan, power diagram and equipment settings). Monitor installation.

8) Monitor alignment and adjustment of parts and equipment. Review and provide recommendations to the Department on open gear measurements.

9) Review and provide recommendations to the Department on summary of items requiring lubrication and lubrication charts.

10) Review and provide recommendations to the Department on field testing procedures. Perform a thorough inspection with the Contractor after installation and prior to operation.

11) Monitor field testing. Review and provide recommendations to the Department on field testing reports.

12) Review and provide recommendations to the Department on equipment painting methods, materials and colors.

13) Review and provide recommendations to the Department on operating and maintenance manuals.

14) Attend Contractor’s training sessions for maintenance personnel as requested.

Required Qualifications: Familiarity with acceptance, installation and testing of the structural, electrical and mechanical components of movable bridges.

[Project Specifics: Add, customize or delete tasks from the above list as appropriate, and provide additional details and breakdown of equipment and testing as available. Note any out-of-state tests that must be witnessed under item 5.]
OCCUPATIONAL DEFINITIONS

INTRODUCTION

The purpose of these job descriptions is to assist the parties to NYSDOT Consultant Contracts in establishing a mutually acceptable estimate of the staffing and related salary requirements of the contracts. They are intended to assist in the classification into appropriate occupations, or levels within occupations, of of workers who are employed under a variety of payroll titles and different work arrangements from establishment to establishment and from area to area.

AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE) PROFESSIONAL GRADE DESCRIPTIONS

These grade descriptions are compatible with those of the U.S. Department of Labor, Bureau of Labor Statistics (BLS) and of the National Society of Professional Engineers (NSPE) and of the National Institute for Certification of Engineering Technicians (NICET). It must be stressed that the grade descriptions are intended to cover the requirements of a wide range of typical engineering organizations but cannot possibly fit all. Many employers may not have the full range of positions listed. Table I indicates Federal G.S. and New York State equivalents with ASCE grades.

TABLE I

<table>
<thead>
<tr>
<th>ASCE/BLS/NICET</th>
<th>State</th>
<th>Federal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer I/II</td>
<td>Jr. Eng.</td>
<td>G-15</td>
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<tr>
<td>Engineer III</td>
<td>CE I</td>
<td>G-20</td>
</tr>
<tr>
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<td>Engineer VII</td>
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<td>CE V</td>
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<td>Engineer IX</td>
<td>Dep. Chf. Eng.</td>
<td>M-7</td>
</tr>
<tr>
<td>Technician Level IV</td>
<td>CE I</td>
<td>G-20</td>
</tr>
</tbody>
</table>

Descriptions should be considered as typical characteristics of a particular grade, rather than as desirable or minimum characteristics.

For example, it is expected that in many areas of practice, such as research and development, individuals filling middle or higher level positions would routinely have graduate degrees, although this is not indicated. All descriptive matter should be considered when a position is being evaluated.
conformance with every item in the descriptions is not necessary when there is a preponderance of evidence that the person measures up to the intended level of competence and responsibility. The descriptions are those in effect as of January 1, 1980.

ENGINEER - General Definition

Performs professional work in research, development, design, testing, analysis, production, construction, maintenance, operation, planning, survey, estimating, application, or standardization of engineering facilities, systems, structures, processes, equipment, devices, or materials, requiring knowledge of the science and art by which materials, natural resources, and power are made useful. Work typically requires a B.S. degree in engineering or, in rare instances, equivalent education and experience combined. (Excluded are: safety engineers, industrial engineers, quality control engineers, sales engineers, and engineers whose primary responsibility is to be in charge of nonprofessional maintenance work.)

Engineer I/II

General Characteristics. This is the entry level for professional work. Performs assignments designed to develop professional works knowledge and abilities, requiring application of standard techniques, procedures, and criteria in carrying out a sequence of related engineering tasks. Limited exercise of judgment is required on details of work and in making preliminary selections and adaptations of engineering alternatives.

Direction Received. Supervisor screens assignments for unusual or difficult problems and selects techniques and procedures to be applied on nonroutine work. Receives close supervision on new aspects of assignments.

Typical Duties & Responsibilities. Using prescribed methods, performs specific and limited portions of a broader assignment of an experienced engineer. Applies standard practices and techniques in specific situations, adjusts and correlates data, recognizes discrepancies in results, and follows operations through a series of related detailed steps or processes.

Responsibility For Direction of Others. May be assisted by a few aides or technicians.

Typical Position Titles. Junior Engineer, Associate Detail Engineer, Engineer-in-Training, Ass’t Research Engineer, Construction Inspector.

Education. Bachelor's Degree in engineering from an ECPD accredited curriculum, or equivalent, plus appropriate continuing education.

Registration Status. Certified Engineer-In-Training

Typical Professional Attainments. Member of Professional and Technical Societies (Associate Grade or Equivalent)
Engineer III

Independently evaluates, selects, and applies standard engineering techniques, procedures, and criteria, using judgment in making minor adaptations and modifications. Assignments have clear and specified objectives and require the investigation of a limited number of variables. Performance at this level requires developmental experience in a professional position or equivalent graduate level education.

Direction Received. Receives instructions on specific assignment objectives, complex features, and possible solutions. Assistance is furnished on unusual problems and work is reviewed for application of sound professional judgment.

Typical Duties & Responsibilities. Performs work which involves conventional types of plans, investigations, surveys, structures, or equipment with relatively few complex features for which there are precedents. Assignments usually include one or more of the following: Equipment design and development, test of materials, preparation of specifications, process study, research investigations, report preparation, and other activities of limited scope requiring knowledge of principles and techniques commonly employed in the specific narrow area of assignments.

Responsibility For Direction of Others. May supervise or coordinate the work of drafters, technicians, and others who assist in specific assignments.

Typical Position Titles. Engineer or Assistant Engineer, Project, Plant, Office, Design, Process, Research Chief Inspector, Assistant Professor.

Education. Bachelor's Degree in engineering from an ECPD accredited curriculum, or equivalent, plus appropriate continuing education.

Registration Status. Certified Engineer-in-Training, Registered Professional Engineer

Typical Professional Attainments. Member of Professional and Technical Societies (Associate Grade or Equivalent)

Engineer IV

As a fully competent engineer in all conventional aspects of the subject matter of the functional area of the assignments, plans and conducts work requiring judgment in the independent evaluation, selection, and substantial adaptation and modification of standard techniques, procedures, and criteria. Devises new approaches to problems encountered. Requires sufficient professional experience to assure competence as a fully trained worker, or, for positions primarily of a research nature, completion of all requirements for a doctoral degree may be substituted for experience.

Direction Received. Independently performs most assignments with instructions as to the general results expected. Receives technical guidance on unusual or complex problems and supervisory approval on proposed plans for projects.
**Typical Duties & Responsibilities.** Plans, schedules, conducts, or coordinates detailed phases of the engineering work in a part of a major project or in a total project of moderate scope. Performs work which involves conventional engineering practice but may include a variety of complex features such as conflicting design requirements, unsuitability of conventional materials, and difficult coordination requirements. Work requires a broad knowledge of precedents in the specialty area and a good knowledge of and practices of related specialties.

**Responsibility For Direction of Others.** May supervise or coordinate the work of engineers, drafters, technicians, and others who assist in specific assignments.

**Typical Position Titles.** Engineer or Assistant Engineer, Resident, Project, Plant, Office, Design, Process, Research, Chief Inspector, Assistant Professor.

**Education.** Bachelor's Degree in engineering from an ECPD accredited curriculum, or equivalent, plus appropriate continuing education.

**Registration Status.** Registered Professional Engineer

**Typical Professional Attainments.** Member of Professional Society (Member Grade). Member of Technical Societies (Associate Grade or Equivalent)

**Engineer V**

Applies intensive and diversified knowledge of engineering principles and practices in broad areas of assignments and related fields. Make decisions independently on engineering problems and methods, and represents the organization in conferences to resolve important questions and to plan and coordinate work. Requires the use of advanced techniques and the modifications and extension of theories, precepts and practices of the field and related sciences and disciplines. The knowledge and expertise required for this level of work usually result from progressive experience.

**Direction Received.** Supervision and guidance relate largely to overall objectives, critical issues, new concepts, and policy matters. Consults with supervisor concerning unusual problems and developments.

**Typical Duties & Responsibilities.** One or more of the following: 1) In a supervisory capacity, plans, develops, coordinates, and directs a large and important engineering project or a number of a small projects with many complex features. A substantial portion of the work supervised is comparable to that described for engineer IV. 2) As individual researcher or worker, carries out complex or novel assignments requiring the development of new or improved techniques and procedures. Work is expected to result in the development of new or improved techniques and procedures. Work is expected to result in the development of new or refined equipment, materials, processes, products, and/or scientific methods. 3) As staff specialist, develops and evaluates plans and criteria for a variety of projects and activities to be carried out by others. Assesses the feasibility and soundness of proposed engineering evaluation tests, products, or equipment when necessary data are insufficient or
confirmation by testing is advisable. Usually performs as a staff advisor and consultant as to a technical specialty, a type of facility or equipment, or a program function.

**Responsibility For Direction of Others.** Supervises, coordinates, and reviews the work of a small staff of engineers and technicians, estimates personnel needs and schedules and assigns work to meet completion date. Or, as individual researcher or staff specialist may be assisted on projects by other engineers or technicians.

**Typical Position Titles.** Senior or Principal Engineer: Resident, Project, Office, Design, Process, Research, Assistant Division Engineer, Associate Professor, Project Leader.

**Education.** Bachelor's Degree in engineering from an ECPD accredited curriculum, or equivalent, plus appropriate continuing education.

**Registration Status.** Registered Professional Engineer

**Typical Professional Attainments.** Member of Professional Society (Member Grade). Member of Technical Societies (Member Grade). Publishes engineering papers, articles, text books; or makes presentations, gives lectures, provides training, etc.

**Engineer VI**

Has full technical responsibility for interpreting, organizing, executing, and coordinating assignments. Plans and develops engineering projects concerned with unique or controversial problems which have an important effect on major organization programs. This involves exploration of subject area, definition of scope and selection of problems for investigation and development of novel concepts and approaches. Maintains Liaison with individuals and units within or outside the organization with responsibility for acting independently on technical matters pertaining to the field. Work at this level usually requires extensive progressive experience.

**Direction Received.** Supervision received is essentially administrative, with assignments given in terms of broad general objectives and limits.

**Typical Duties & Responsibilities.** One or more of the following: 1) in a supervisory capacity a) plans, develops, coordinates, and directs a number of large and important projects or a project of major scope and importance; or b) is responsible for the entire engineering program of an organization when the program is of limited complexity and scope. The extent of his or her responsibilities generally requires a few (3 to 5) subordinate supervisors or team leaders with at least one in a position comparable to level V. 2) As individual researcher or worker conceives, plans and conducts research in problem areas of considerable scope and complexity. The problems must be approached through a series of complete and conceptually related studies, are difficult to define, require unconventional or novel approaches, and require sophisticated research techniques. Available guides and precedents contain critical gaps, are only partially related to the problem or may be largely lacking due to the novel character of the project. At this level, the individual researcher generally will have contributed
inventions, new designs, or techniques which are of material significance in the solution of important problems. 3) As a staff specialist serves as the technical specialist for the organization (division or company) in the application of advanced theories, concepts, principles, and processes for an assigned area of responsibility (i.e. subject matter, function, type of facility or equipment, or product). Keeps abreast of new scientific methods and developments affecting the organization for the purpose of recommending changes in emphasis of programs or new programs warranted by such developments.

**Responsibility For Direction of Others.** Plans, organizes, and supervises the work of a staff of engineers and technicians. Evaluates progress of the staff and results obtained and recommend major changes to achieve overall objectives. Or, as individual research or staff specialist may be assisted on individual projects by other engineers or technicians.

**Typical Position Titles.** Senior or Principal Engineer, Division or District Engineer, Production Engineer, Assistant Division, District or Chief Engineer, Consultant, Professor, City or County Engineer.

**Education.** Bachelor's Degree in engineering from an ECPD accredited curriculum, or equivalent, plus appropriate continuing education.

**Registration Status.** Registered Professional Engineer

**Typical Professional Attainments.** Member of Professional Society (Member Grade). Member of Technical Societies (Member Grade). Publishes engineering papers, articles, text books; or makes presentations, gives lectures, provides training, etc.

**Engineer VII**

Make decisions and recommendations that are recognized as authoritative and have an important impact on extensive engineering activities. Initiates and maintains extensive contacts with key engineers and officials of other organizations and companies, requiring skill in persuasion and negotiation of critical issues. At this level individuals will have demonstrated creativity, foresight, and mature engineering judgment in anticipating and solving unprecedented engineering problems, determining program objectives and requirements, organizing programs and projects, and developing standards and guides for diverse engineering activities.

**Direction Received.** Supervision received is essentially administrative with assignments given in terms of broad general objectives and limits.

**Typical Duties & Responsibilities.** One or both of the following: 1) in a supervisory capacity is responsible for a) an important segment of the engineering program of an organization with extensive and diversified engineering requirements, or b) the entire engineering program of an organization when it is more limited in scope. The overall engineering program contains critical problems the solution of which requires major technological advances and opens the way for extensive related development. The extent of responsibilities generally requires several subordinate organizational segments or teams.
Recommends facilities, personnel, and funds required to carry out programs which are directly related with and directed toward fulfillment of overall organization objectives. 2) As individual researcher and consultant is a recognized leader and authority in the organization in a broad area of specialization or in a narrow but intensely specialized field. Selects research problems to further the organization’s objectives. Conceives and plans investigations of broad areas of considerable novelty and importance for which engineering precedents are lacking in areas critical to the overall engineering program. Is consulted extensively by associates and others with a high degree of reliance placed on the scientific interpretations and advice. Typically, will have contributed inventions, new designs, or techniques which are regarded as major advances in the field.

**Responsibility For Direction of Others.** Directs several subordinate supervisors or team leaders, some of whom are in a position comparable to Engineer VI, or as individual researcher and consultant, may be assisted on individual projects by other engineers and technicians.

**Typical Position Titles.** Principal Engineer, Division or District Engineer, Department Manager, Director or Assistant Director of Research, Consultant, professor, Distinguished Professor or Department Head, Assistant Chief or Chief Engineer, City or County Engineer.

**Education.** Bachelor's Degree in engineering from an ECPD accredited curriculum, or equivalent, plus appropriate continuing education.

**Registration Status.** Registered Professional Engineer

**Typical Professional Attainments.** Member of Professional Society (Member Grade) Member of Technical Societies (Member Grade). Publishes engineering papers, articles, text books; or makes presentations, gives lectures, provides training, etc.

**Engineer VIII**

Make decisions and recommendations that are recognized as authoritative and have a far-reaching impact on extensive engineering and related activities of the company. Negotiates critical and controversial issues with top level engineers and officers of other organizations and companies. Individuals at this level demonstrate a high degree of creativity, foresight, and mature judgment in planning, organizing and guiding extensive engineering programs and activities of outstanding novelty and importance.

**Direction Received.** Receives general administrative direction

**Typical Duties & Responsibilities.** One or both of the following: 1) In a supervisory capacity is responsible for a) an important segment of a very extensive and highly diversified engineering program, or b) the entire engineering program when the program is of moderate scope. The programs are of such complexity that they are of critical importance to overall objectives, include problems of extraordinary difficulty that often have resisted solution and consist of several segments requiring subordinate supervisors. Is responsible for deciding the kind and extent of engineering and related programs needed
for accomplishing the objectives of the organization, for choosing the scientific approaches, for planning and organizing facilities and programs, and for interpreting results. 2) As individual researcher and consultant, formulates and guides the attack on problems of exceptional difficulty and marked importance to the organization or industry. Problems are characterized by their lack of scientific precedents and source material, or lack of success of prior research and analysis so that their solution would represent an advance of great significance and importance. Performs advisory and consulting work for the organization as a recognized authority for broad program areas or in an intensely specialized area of considerable novelty and importance.

Responsibility For Direction of Others. Supervises several subordinate supervisors or team leaders, some of whose positions are comparable to Engineer VII, or individual researchers some who whose positions are comparable to Engineer VII. As an individual researcher and consultant may be assisted on individual projects with other engineers and technicians.

Typical Position Titles. Chief Engineer, Bureau Engineer, Director of Research, Department Head or Dean, County Engineer, City Engineer, Director of Public Works, Senior Fellow, Senior Staff, Senior Advisor, Senior Consultant, Engineering Manager.

Education. Bachelor's Degree in engineering from an ECPD accredited curriculum, or equivalent, plus appropriate continuing education.

Registration Status. Registered Professional Engineer

Typical Professional Attainments. Member of Professional Society (Member Grade). Member of Technical Societies (Member Grade). Publishes engineering papers, articles, text books; or makes presentations, gives lectures, provides training, etc.

Engineer IX

An engineer in this level is either 1) in charge of programs so extensive and complex as to require staff and resources of sizable magnitude (e.g., research and development, a department of government responsible for extensive engineering programs, or the major components of an organization responsible for the engineering required to meet the objectives of the organization): or 2) is an individual researcher or consultant who is recognized as a national and/or international authority and leader in an area of engineering or scientific interest and investigation.

Typical Position Titles. Director of Engineering, General Manager, Vice President, President, Partner, Dean, Director of Public Works

Education. Bachelor's Degree in engineering from an ECPD accredited curriculum, or equivalent, plus appropriate continuing education.

Registration Status. Registered Professional Engineer
Typical Professional Attainments. Member of Professional Society (Member Grade). Member of Technical Societies (Member Grade). Publishes engineering papers, articles, text books; or makes presentations, gives lectures, provides training, etc.
The following descriptions were taken from the Certification of Transportation Engineering Technicians Report FHWA-NHI-77-N001, dated December 1977.

**LEVEL I (STUDENT TECHNICIAN)**

A Transportation Engineering Technician - Level I performs beginning level technician work within a specified career field under direct supervision of a qualified technician or engineer.

No specific time limit has been designated to establish a candidate’s background for this Level, but approximately six months will be needed to complete the required work elements. When the candidate and his employer feel that the candidate has demonstrated the ability to effectively perform and understand the necessary Work Elements, the candidate may apply for enrollment.

A candidate for enrollment at Level I must furnish, on forms provided by NICET, acceptable evidence of having effectively performed the General and Specific Work Elements designated for the career field in which enrollment is requested. Evidence of performance of Work Elements shall consist of written verification information signed by the supervising engineer (or engineers) or the job superintendent (or job superintendents) who has (or have) actually supervised the candidate in performance of the Work Elements on which the application for enrollment is based.

**LEVEL II (ASSOCIATE ENGINEERING TECHNICIAN)**

A Transportation Engineering Technician - Level II is qualified to perform intermediate level technical work within a specified career field under direct supervision of a qualified technician or engineer.

No minimum time has been established to permit attainment of the background to qualify for Level II, but a total of approximately two years of education and/or experience will be needed to master the required work elements in preparation for the examination. When the candidate and his employer or his educational institution feel that the candidate has demonstrated the ability to perform and understand the necessary Work Elements, the candidates may apply for certification at Level II.

A candidate for certification at Level II must furnish verification and recommendation information in the manner described for Level I.

**LEVEL III (ENGINEERING TECHNICIAN)**

A Transportation Engineering Technician - Level III is qualified to independently perform, test, inspect and record technical work of a considerable degree of complexity within his career field. The technician at this level must have demonstrated ability to perform effectively, in the field or in the office, within parameters established through standard and complete specifications or instructions and with minimal supervision by an engineer or a Senior Engineering Technician. He will be expected to exercise
logic and judgement within his designated duties and to request instruction only in matters falling outside standard practices.

He should possess qualities which will permit him to be assigned to supervise the work of more junior technicians or other workers on Work Elements on which he is qualified.

A candidate for Level III must have effectively served as an Associate Engineering Technician (Level II) within his career field for three years before applying for Level III.

A candidate for certification must furnish verification and recommendation information in the manner described for Level I.

LEVEL IV (SENIOR ENGINEERING TECHNICIAN)

A Transportation Engineering Technician - Level IV is qualified to act as an assistant to a Professional Engineer and to act with authority as delegated by the Professional Engineer in matters in which engineering precedent has been established.

This is the highest level of technical certification. Candidates seeking certification at this level must possess outstanding personal and technical qualifications which, combined with extensive experience, qualify them for positions of responsibility and judgement. In addition, each candidate must have demonstrated these abilities through actual supervision of a major project within his career field.

To qualify for admission to written examination for Level IV, a candidate must have successfully completed five years within Level III.

A candidate for certification at Level IV must furnish verification and recommendation information in the manner described for Levels I, II and III.
GUIDELINES FOR COMMERCIALLY USEFUL FUNCTIONS (CUF)

The Department's objectives for the D/M/WBE program are to provide firms with an opportunity to compete for work and also to create a situation in which they can obtain meaningful work that will enhance their marketability and growth. Specifically, the D/M/WBE work should possess the following characteristics.

1. D/M/WBE services must result in a product which is distinguishable from the prime's product.
2. D/M/WBE services must be for elements of the contract which can be and are completely performed, supervised and managed by the D/M/WBE.
3. The D/M/WBE must perform significant tasks which can be considered commercially marketable.

CUF assignments, which already make up the vast majority of subconsultant assignments, should result in subs being more visible and participating in the mainstream of project activities and being present at scoping, negotiating, Get Start, and progress meetings related to the CUF. These assignments should result in Department staff being more aware of the work of the subs. This does not, however, alter the present system of contracting between the State and the prime consultant by which the prime is responsible for delivery of all of the work of the project in compliance with the requirements of the State.

The following table provides specific examples of a CUF & non-CUF sub-consultant services:

<table>
<thead>
<tr>
<th>PROJECT TYPE</th>
<th>CUF SERVICES</th>
<th>NON-CUF SERVICES</th>
</tr>
</thead>
</table>
| Construction Inspection Services | * Perform all inspection services for one or more PINs under a multiple PIN agreement.  
* Perform inspection of a distinguishable portion of the project.  
* Provide inspection for speciality items of work such as signals, signing, or culvert installation, or inspecting the contractor's efforts in maintenance & protection of traffic.  
* Provide identifiable, specialized professional services such as a Resident Engineer (RE), Office Engineer (OE), Critical Path Method (CPM) Scheduler, etc.  | * Providing staff which support the prime's efforts but which produce no distinguishable D/M/WBE product, (e.g., providing a portion of a survey crew or inspection crew).  
* Hiring another firm to perform services for the D/M/WBE.  |
**GUIDELINES FOR DETERMINING TRAINING REQUIREMENT**

**CONSTRUCTION INSPECTION**

<table>
<thead>
<tr>
<th>Estimated Total DTL Hours</th>
<th>Number of Trainees</th>
<th>Duration (months)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 10,000</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>10,000 - 20,000</td>
<td>1</td>
<td>12 - 18</td>
</tr>
<tr>
<td>20,000 - 30,000</td>
<td>1</td>
<td>18 - 24</td>
</tr>
<tr>
<td>30,000 - 50,000</td>
<td>1</td>
<td>24 - 36</td>
</tr>
<tr>
<td>50,000 - 75,000</td>
<td>2</td>
<td>36 - 48</td>
</tr>
<tr>
<td>75,000 - 100,000</td>
<td>2</td>
<td>48 - 60</td>
</tr>
<tr>
<td>100,000 -</td>
<td>3</td>
<td></td>
</tr>
</tbody>
</table>

It will be expected that for agreements anticipated to last beyond 24 months (the minimum time necessary for certain trainees to become eligible for NICET II Journey person status) a provision will be made so that a person who attains Journey person status will be retained on the project, for its duration, at the Journey person level.
SAMPLE MEMO FROM CJM TO SUPERVISOR
AT END OF NEGOTIATIONS

To: Section Supervisor

From: Consultant Job Manager

Subject: TRANSMITTAL OF NEGOTIATION FILE

PIN ____.__, PROJECT DESCRIPTION, D______, Consultant Name

Date:

Agreement has been reached with ABC Engineers regarding the Scope of Services, Staffing Tables and Direct Non-Salary Cost for the subject contract.

Attached is the following information that will be included in the project's agreement file to document the negotiations process that resulted in this agreement.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Draft Scope of Services</td>
<td>_____</td>
</tr>
<tr>
<td>2. Designation Letter</td>
<td>_____</td>
</tr>
<tr>
<td>3. Minutes of Scope of Services Meeting</td>
<td>_____</td>
</tr>
<tr>
<td>4. CJM's Independent Estimate</td>
<td>_____</td>
</tr>
<tr>
<td>6. Consultant's Initial Proposal</td>
<td>_____</td>
</tr>
<tr>
<td>7. Correspondence commenting on proposal</td>
<td>_____</td>
</tr>
<tr>
<td>8. Minutes of Negotiation Meetings</td>
<td>_____</td>
</tr>
<tr>
<td>10. CJM's revised Independent Estimate</td>
<td>_____</td>
</tr>
<tr>
<td>11. Consultant's final proposal</td>
<td>_____</td>
</tr>
<tr>
<td>13. Comparison of Consultant's final proposal to the CJM's Independent Estimate</td>
<td>_____</td>
</tr>
</tbody>
</table>

As evidenced by the comparison of the Consultant's Final Proposal and my Independent Estimate, reasonable agreement on the level of effort and the direct non-salary cost required to accomplish the tasks in the Scope of Services has been reached.

attachments

I have reviewed the above-noted material and concur that they adequately document the negotiation

______________________________(CJM Supervisor)  __________(Date)
SAMPLE LETTER TO CONSULTANTS AT END OF NEGOTIATIONS PROCESS

Date

ABC Engineers  
69 Lower Lane  
Everywhere, USA 12345

Attention: Mr. J. Smith

Gentlemen:

Re: PIN _______. ___, D_______  
Bridge Replacement  
Cash County

We have completed our review of your proposal for Construction Inspection Services on the above subject project submitted on _______.19__ and concur with the Scope of Services and Staffing estimate, and direct non-salary cost items as submitted. I have forwarded the proposal to the Contract Management Bureau with our request that they process the necessary Agreement. You will probably be contacted directly by them concerning salary rates, net fee and other miscellaneous contractual matters.

I remind you that the Agreement must be fully executed before beginning any activities on this project. When the Agreement is fully approved, I will contact you to schedule the “Get Start” meeting so work can proceed.

Very Truly yours,

________________
J. Jones, Consultant Job Manager

cc: Director, Office of Equal Opportunity Development & Compliance, 4G-16  
Regional Construction Engineer, Region ____  
RPPM, Region ____  
Director, Construction Division, 4-101
SAMPLE MEMO TO CONTRACT MANAGEMENT BUREAU
TRANSMITTING FINAL CONSULTANT PROPOSAL

To: Director, Contract Management Bureau, 5-108

From: Consultant Job Manager

Subject: TRANSMITTAL OF FINAL CONSULTANT PROPOSAL

PIN _____.__, PROJECT DESCRIPTION
D_______, Consultant Name

Date:

Negotiations for Scope of Services, Staffing, and Direct Non-Salary Cost for the above referenced subject have been completed. I have reviewed and concur with the final proposal dated _________, 19__.

Included in this transmittal are the following:

1. Executive Summary
2. Scope of Services
3. Staffing Tables
4. Direct Non-Salary Costs
5. Location Map
6. Any other information

Please complete the process to execute this Agreement.

attachments

c: Director, Office of Equal Opportunity Development & Compliance, 4G-16
Regional Construction Engineer, Region ____
RPPM, Region ______
Director, Construction Division, 4-101
CJM’s Supervisor
SAMPLE MEMO TO CONSULTANT APPROVING START OF WORK BEFORE FINAL COMPLETION OF AGREEMENT

MEMORANDUM
DEPARTMENT OF TRANSPORTATION

Date

ABC Engineers
69 Lower Lane
Everywhere, USA 12345

Re: D______, PIN _______
Project Description

Dear Consultant,

We have received your written request to proceed at risk on the referenced agreement, and authorize you to start work on _______ __, 2___.

Time and charges can be accrued to the project, and progress estimates must be submitted to the Project Manager. However, payment cannot be made until the Agreement is fully executed by the Comptroller’s Office. In the unlikely event this Agreement is not approved by the Comptroller’s Office, the Department will be unable to pay for some or all of the services provided.

Sincerely,

______________________________
Name, Project Manager

cc: (Contract Analyst), Contract Management Bureau, 5-108
J. Tynan, Construction Division, 4-101
Regional Construction Engineer, Region __
TO: Director, Contract Management Bureau, 5-108

FROM:

SUBJECT: REQUEST FOR EXTENSION OF CONSULTANT CONTRACT COMPLETION DATE

DATE:

A time extension is required for the following contract:

D#_________________ PIN_________________

PROJECT DESCRIPTION________________________________________________________

_________________________________________ in the County of_________________________

Consultant Name______________________________________________________________

Office Address_______________________________________________________________

Original Contract Comptroller Approval Date___________

Extension Beginning Date_________________________

Requested Extended Contract Completion Date________

Reasons:______________________________________________________________

__________________________________________________________________

Recommended by:_________________________________ Date____________

CJM Supervisor

Agreed to by:_________________________________ Date____________

Consultant

Approved by:_________________________________ Date____________
Prompt Payment Legislation - Comprehensive Bulletin

Introduction

New York State has enacted Prompt Payment legislation which:

- For invoices received on or after 7/1/88, requires interest charges when payments are not made within 30 calendar days after receipt of the vendor invoice.

- Requires pro-rating of interest charges between agencies and OSC based on excessive processing time for each. Agencies are allowed 22 days, OSC 8 days, excluding holidays.

- Contains specific provisions which allow agencies and OSC more than 30 days, if necessary, to ensure both the quality of goods and services received and the propriety of the payment.

- In order to implement the legislation, agencies are required to indicate 'Interest Eligibility' and 'Merchandise/Invoice Received (MIR) Date' on each payment processed through the Central Accounting System. (MIR Date is generally the date on which both the goods/services and a proper invoice have been received.)

Please read this bulletin carefully to prevent vouchers submitted from rejecting and to ensure that they contain correct interest-related information.

The following sections explain:

A. How to determine Interest Eligibility of payments
B. How to determine Merchandise/Invoice Received Date
C. Forms preparation requirements
D. Requirements for voucher entry/correction by agencies

E. Other Information

A. How to Determine Interest Eligibility

Payments are eligible or ineligible for interest as indicated in the examples on Exhibit A and described in the following guidelines:

- **ELIGIBLE** payments include those:

Page 194
1. From joint custody funds only (those in the joint custody of the State Comptroller and the Commissioner of Taxation and Finance).

2. To any person, partnership, corporation, public utility or association which sells goods or services or leases equipment or property to the State.

NOTE: Because public utilities are eligible for interest under the Prompt Payment legislation, invoices received from public utilities will not be subject to late payment penalties provided for in PSC regulations.

- INELIGIBLE payments include those:

1. From sole-custody funds (those outside the State Treasury such as petty cash, agency commissary, patients or inmates funds).

2. To Federal, State, and Local governmental entities, and government-related entities (e.g. authorities, Correctional Industries, Centralized Services, school districts, municipal hospitals).

3. To State employees performing services in their public employment capacity (e.g. public employee travel and overtime meal allowances).

4. To contractors of third-party payment agreements (e.g. the MMIS fiscal agent).

5. For purchases of property under the eminent domain law.

6. Payments withheld in total or part, due to a lien, attachment or other legal process.

- Exhibit A lists more examples of eligible and ineligible payments.

B. How to Determine MIR Date

Merchandise/Invoice Received (MIR) Date is generally the date on which the agency receives goods/services or a proper invoice, whichever is later.

NOTE: A proper invoice is one which (1) provides accurate prices, quantities and descriptions of goods/services delivered and (2) is in a form and contains supporting documentation as the agency and OSC may reasonably require.

If payment is not made within 30 days of MIR Date, interest will be due. However, MIR Date must be adjusted under the conditions described in the following table to ensure the quality of the goods and services received and the propriety of the payment.

**ADJUSTMENTS TO MIR DATE**

**IF...**

**THEN THE MIR DATE IS...**

1. The vendor delivers an invoice somewhere other than the designated office receives the invoice.

Page 195
the payment office designated by the agency,

2. The goods/services delivered are defective, or the invoice is defective, or there are suspected improprieties of any kind,

NOTE: Agencies must designate payment offices on the purchase order or contract when the billing address differs from the shipping address.

2. Increased by the number of days it takes to correct the defect or impropriety.

NOTE: Agencies are responsible for notifying vendors of such defects/improprieties within 15 calendar days of receiving the invoice. If vendors are not notified in 15 days, the 'increased MIR Date' is then reduced by the number of calendar days taken to notify the vendor in excess of 15.

FOR EXAMPLE: if a defective invoice is received on 4/1, the vendor is notified on 4/3 (within 15 days), and the defect is corrected on 4/5, then the MIR Date is 4/5. However, if a defective invoice is received on 4/1, the vendor is notified on 4/21 (5 days late), and the defect is corrected on 4/23, then the MIR Date is 4/18 (4/23 - 5 days).

3. An inspection period or audit is specifically required by statute or contract provision,

3. Increased up to the number of calendar days allowed for the inspection or audit.

4. An invoice must be examined by the Federal Government prior to payment,

4. Increased by the number of calendar days required for the examination.

5. The applicable appropriation has yet to be enacted (passed and signed),

5. Increased by the number of calendar days between receipt of the invoice and enactment of the legislation.

6. Legislation or a contract provides that payment will be paid on a predetermined date without having to submit an invoice,

6. The predetermined date less 30 calendar days.

7. OSC determines that there is reasonable cause to believe

7. Increased by the number of calendar days taken to
that payment may not properly be due, in whole or in part,

resolve the matter. (OSC will make these adjustments to MIR Date.)

8. The payment is not eligible for interest and is not initiated by an invoice,

8. The date that best represents the beginning of the payment cycle so the system can monitor payment processing time.

FOR EXAMPLE: Crime Victims' Compensation awards are based on an award decision by the Crime Victim's Board. The date of the award decision may best represent the start of the payment cycle and can be entered as the MIR date.

C. Forms

Preparation
Requirements

Prompt payment system changes affect preparation of Batch Transmittals, Vouchers and Payee and Invoice Continuations.

- Batch Transmittals - Agencies must not use 'X' prefix batch numbers. The system will be assigning 'X' prefix batch numbers to interest vouchers printed by the accounting system.

- Vouchers and Contract Payment Requests - Two new fields, Interest Eligible and MIR Date, must be completed on all vouchers and Contract Payment Requests.

- Voucher forms must have the following fields filled in.
  - Interest Eligible - Enter 'N' for no, 'Y' for yes.
    
    NOTE: A voucher cannot include both eligible and ineligible payees/invoices.
  - Merch/Inv Rec'd Date - Enter MIR Date.
  - Payment Date - Must not exceed MIR Date in any payment or invoice records by more than 30 days.
    
    NOTE: Continue to determine Payment Date according to the guidelines in Section 7.0100 of the Encumbrance and Expenditure Manual. For commercial payments, Payment Date is generally 30 days after MIR Date unless a cash discount is offered.
  - Cost Center(s) - If your agency keys vouchers, enter a cost center
charging State funds on the first charge line; the first cost center keyed will be charged with interest if any is due. In the event that Federal funds are charged with interest, the agency must transfer the expenditures to the appropriate State fund/cost center.

D. Voucher Entry/Correct by Agencies

Errors with self-explanatory messages will appear on Batch Control Lists if any of the voucher fields is omitted or keyed incorrectly. Errors will also occur if 'X' batch prefixes are used or if Payment Date exceeds MIR Date by more than 30 days.

E. Other Information

- **Contracts** - The Prompt Payment legislation provides that no agreement entered into after 7/1/88 can contain any provision requiring the payment of interest in a manner inconsistent with this legislation. In addition, the legislation allows agencies to require in a contract an inspection period, before payment, to ensure the quality of the goods/services delivered. Such inspection periods extend MIR Date as explained in the table of 'Adjustments to MIR Date', and should be included in appropriate contracts.

- **Date-Stamp Invoices** - Agencies must indicate on invoices, preferably by date-stamping, the date the invoice is received by the designated payment office. This will provide a basis for answering vendor questions and auditing MIR Date.

- **Payment File Input** - All payment files sent to OSC must have the Interest Eligible and MIR Date filled in.

Questions

- Direct questions on this bulletin to the Accounting Information Center at (518) 473-1170.
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<tbody>
<tr>
<td>(FEDERAL ID)</td>
<td>Work Period (this est.) FROM mm/dd/yyyy TO mm/dd/yyyy</td>
<td>Current Completion Date mm/dd/yyyy</td>
</tr>
<tr>
<td>Payee Name</td>
<td>Original Contract Amount</td>
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<tr>
<td>Street Address</td>
<td>Current Contract Amount</td>
<td>(includes thru approved S.A. NO. ____</td>
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<td>City</td>
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<td>RRDA NO. (if applicable)</td>
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<tr>
<th>1. Total work reported on previous estimates</th>
<th>Consultant Prepares</th>
<th>NYSDOT Use Only</th>
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</thead>
<tbody>
<tr>
<td>2. Work reported on this estimate</td>
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<tr>
<td>3. Total work reported to date (must equal page 2)</td>
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<td>4. Adjustments (NYSDOT use only)</td>
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<td>Reason</td>
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<td>5. Retainage thru current estimate</td>
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<td>6. Total work reported less retainage</td>
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<td>7. Previous payments</td>
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<td>8. Payment requested or processed</td>
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**CERTIFICATION BY CONSULTANT**

I, ___________________________(name), do hereby certify that I am the ___________________________(title) of ___________________________(firm), consultant for the work referred to in the forgoing payment request; that I am the person in whose name the foregoing account against the State of New York is rendered; that the labor, materials, expenses or services charged for were actually delivered, incurred or rendered, as named heretofore, and that the prices charged are just and reasonable; that no percentage or compensation has been paid or promised to be paid to any manager, trustee, officer or employee of said institution, department, board or commission, by reason of the claimant having been allowed to sell to, incur expense for, or render services to, said institution; and also, that to the best of my knowledge and belief, no manager, trustee, officer or employee of said institution, department, board or commission has, or has had, any interest directly or indirectly in said articles, materials, expenses or services; and that no part of the foregoing account has been paid, and that the above statement is true and correct.

______________________________
(Date) _______________________
(Signature)

**CERTIFICATION BY DEPARTMENT**

I, ___________________________(name), do hereby certify that I am the ___________________________(title) employed in the supervision of the work described in the attached Consultant’s Payment Request; that the materials, labor and services have been furnished and
the work properly performed in accordance with the contract; and that payment in the sum of $_______________________ can be
made on this contract without detriment to the interests of the State, to the best of my knowledge and belief.

___________________ _____________________________________

(Date) (Signature)
CONSULTANT’S PAYMENT REQUEST

NYSDOT CONTRACT NO. _________________  ESTIMATE NO. ______

IMPORTANT: The amounts reported below for each PIN must be supported by a Form FIN 422 CONSULTANT’S PAYMENT REQUEST CONTINUATION. A separate Form FIN 422 must be completed for each 9 digit PIN.

FAILURE TO REPORT ALL COSTS PROPERLY BY 9 DIGIT PIN MAY RESULT IN REJECTION OF THIS ESTIMATE.

<table>
<thead>
<tr>
<th>PIN (MUST BE 9 DIGITS)</th>
<th>WORK PERFORMED</th>
<th>MAXIMUM ALLOC. THRU SA ____</th>
<th>FUNDS REMAINING OVER/UNDER</th>
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TOTAL

LESS: RETAINAGE

TOTAL NET OF RETAINAGE
CONSULTANT’S PAYMENT REQUEST CONTINUATION

NYSDOT CONTRACT NO. ____________ ESTIMATE NO. ______
CONSULTANT NAME ______________________________
COUNTY ___________________
DESCRIPTION (THIS PIN ONLY) ________________________________________________
_____________________________________________________________________________

FEDERAL AID PROJECT NO. ________________
PIN (MUST BE 9 DIGITS) ________________

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>WORK PERFORMED</th>
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<tbody>
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<td>Current</td>
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<tr>
<td>IA DIRECT TECHNICAL SALARY</td>
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<td>IB OVERTIME (PREMIUM)</td>
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<td>IC NIGHT TIME PORTION</td>
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<td>II DIRECT NONSALARY COSTS (EXCLUDING SUBS)</td>
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<td>II SUBCONTRACTOR 1</td>
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<td>II SUBCONTRACTOR 2</td>
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<td>III OVERHEAD (ON IA ONLY) ___%</td>
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<td>SUBTOTAL</td>
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<td>IV FIXED OR NET FEE MAXIMUM PAYABLE = $</td>
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<td>II SUBCONSULTANT 1</td>
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<td>II SUBCONSULTANT 2</td>
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<td>II SUBCONSULTANT 3</td>
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<td>II SUBCONSULTANT 4</td>
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<tr>
<td>I SPECIFIC HOURLY RATE CONTRACT</td>
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<td>I LUMP SUM CONTRACT</td>
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<td>SUBTOTAL</td>
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<td>LESS: AMOUNT OVER APPROVED MAP</td>
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<td>TOTAL</td>
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</table>

NOTE: TOTAL MUST BE CARRIED FORWARD TO PAGE 2 OF THE CONSULTANT’s PAYMENT REQUEST, FIN 421 (OR FOR SUBCONSULTANTS CARRY FORWARD TO PRIME’S FIN 422)
CONSULTANT’S PAYROLL EXTRACT

NYSDOT CONTRACT NO. ____________ ESTIMATE NO. _____
CONSULTANT NAME ______________________________
FOR PERIOD _______________________________

NOTE: Use continuation sheet & carry total forward when items are too numerous to record below

<table>
<thead>
<tr>
<th>EMPLOYEE NAME</th>
<th>TITLE AS SHOWN IN CONTRACT</th>
<th>HOURLY RATE</th>
<th>HOURS</th>
<th>ITEM IA DIRECT TECHNICAL SALARY</th>
<th>ITEM IB OVERTIME PREMIUM</th>
<th>ITEM IC NIGHT TIME PORTION</th>
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TOTAL FROM CONTINUATION SHEETS

| TOTAL |             |             |       |                                 |                         |                           |
## COST CONTROL REPORT

<table>
<thead>
<tr>
<th>TASK NO. AND DESCRIPTION</th>
<th>1 THIS PERIOD</th>
<th>2 TO DATE</th>
<th>3 ESTIMATED TO COMPLETE</th>
<th>4 ESTIMATED TOTAL (2+3)</th>
<th>5 BUDGET</th>
<th>6 BUDGET + AUTHORIZED EXTRA WORK</th>
<th>7 UNDER (OVER) (5-4)</th>
<th>8 % PHASE COMPLETE</th>
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**Total A:**
DTL+Overhead+Fee

Out of Pocket Expense (excluding subs)

Out of Pocket Expense (subs)

**Total B:**
Total Estimated Cost

**MAXIMUM AMOUNT PAYABLE $________________**

Consultant’s Program Manager

% of Construction Completed
as of Date of this Report _____

__________________________

Name:

---

FOR DOT USE ONLY

Reviewed by: _________________

Date: ______________________

Action Needed: _______________
COST CONTROL REPORT INSTRUCTIONS

The Cost Control Report is to be completed each month and sent to State’s Consultant Manager within fifteen days after the end of each monthly period.

The purpose of the Cost Control Report is to provide cost data for the continuing evaluation of the PROJECT. The cost figures in the report do not have to be based on accounted expenses, but should be a reasonable estimate which will give a true picture of expenditures at the end of the reporting period.

The CONSULTANT will maintain and provide the following information on the Cost Control Report:

THIS PERIOD - All costs other than out-of-pocket expenses will be allocated by project phase for the reporting period.

TO DATE - Cumulative costs to date of report will be reported for each phase.

Estimated to Completion - The CONSULTANT will make a judgement of the cost needed to complete each particular phase of the study. This estimate need not be the difference between cumulative costs and budget. It should represent the cost needed to complete a particular phase of the PROJECT regardless of the budgeted amount.

Estimated Total - This column is obtained by adding the costs in the “to date” column and the “estimated to completion” column.

Budget - The approved current budget amount for each phase of the PROJECT should appear in this column.

Under (Over) - This column is the difference between the “Estimated Total” column and the “Budget” column.

% - Phase Completed - This column will be a percentage estimate of work completed to date for each phase. The figure in this column will be a judgmental factor which the CONSULTANT determines to indicate the work effort completed during the reporting period.

% - Estimated Total/Budget - This column will be expressed as a percent which will represent the estimated total cost divided by the budgeted costs.

Out-of-Pocket Expenses - All out-of-pocket expenses for the PROJECT will be accrued for the reporting period. Out-of-pocket expenses will not be charged against specific project phases.

Total (B) - This row will be computed by adding data from the “Total (A)” column and “Out-of-Pocket Expenses” columns. Total (B) under line (5) Budget should show the total Estimated Cost, not the Maximum Amount Payable. The Maximum Amount payable is shown separately. The Consultant’s Project Manager will review and sign the Cost Control Report.

INSTRUCTIONS FOR D.O.T. USE ONLY

The State’s Consultant Manager will review the Cost Control Report.

a). If after review of the reports, the State’s Consultant Manager determines that the report was properly and correctly completed, he/she will sign, date and indicate no action needed by writing the word ‘None’ under action needed. This copy of the report will be filed in the State’s Consultant Manager’s project file.
b). If the State’s Consultant Manager determines that some action is needed based on the Cost Control Report, he/she will sign and date the report indicating the action needed. This report with a report on the action taken by him/her will be filed in the project file.
### Section 1 - PRIME CONSULTANT CONTRACT INFORMATION

<table>
<thead>
<tr>
<th>(a) Prime Consultant Name:</th>
<th>(b) Federal Identification #:</th>
<th>(c) Contract #:</th>
<th>(d) Attached CURRENT Estimate #:</th>
<th>(e) Date copy of previous AAP-7* was mailed to Subconsultant:</th>
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### Section 2 - CONSULTANT PAYMENT - PREVIOUS ESTIMATE INFORMATION (all blocks refer to Prime Consultant)

<table>
<thead>
<tr>
<th>(a) Prime Estimate #:</th>
<th>(b) Date Estimate Submitted to Department of Transportation:</th>
<th>(c) Date Payment Received from Department of Transportation:</th>
<th>(d) $ Amount Received from Dept. of Transportation to Date:</th>
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### Section 3 - SUBCONSULTANT** DISBURSEMENT INFORMATION (all blocks refer to Subconsultant)

<table>
<thead>
<tr>
<th>(a) Subconsultant Name:</th>
<th>(b) Federal Identification #:</th>
<th>(c) Estimate #:</th>
<th>(d) Date Estimate Rec’d from Sub:</th>
<th>(e) Date Payment mailed to Sub:</th>
<th>(f) $ Amount Requested:</th>
<th>(g) $ Amount Paid:</th>
<th>(h) Comments***:</th>
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* Enter the date a copy of the previous AAP7 was mailed to each subconsultant listed on the New York State Consultant Payment Request form FIN 421.

** Enter payment information for subconsultants that have submitted an estimate that has been subsequently submitted to New York State Department of Transportation for Reimbursement.

*** If the payment made to the subconsultant is less than the amount of the estimate submitted by the subconsultant, please indicate in the Comment section the reason for the reduced payment. If, additional space is required, please attach a letter of explanation.

Prime’s Contact Person: ___________________________ Prime Contact Phone: (_____) _______ - _______
Instructions to Prime Consultant for completing AAP7

Section 1 - Prime Consultant Contract Information

O. Prime Consultant name: Enter the business name for the prime consulting firm.
P. Federal Identification #: Enter the Federal Identification number associated with the prime consulting firm.
Q. Contract #: Enter the Department of Transportation contract number for which the billing estimates are being submitted against.
R. Attached CURRENT Estimate #: Enter the number of the estimate that is currently being submitted for reimbursement.
S. Date copy of previous AAP-7*: Enter the date the prime consulting firm mailed a copy of the previous AAP-7(s) to each was mailed to Subconsultant: subconsultant listed on previously submitted estimate or FIN 421.

Section 2 - Consultant Payment - Previous Estimate Information

A. Prime Estimate #: Enter the previously submitted estimate number for which your firm has already been reimbursed.
B. Date Estimate Submitted to DoT: Enter the date the previous estimate was submitted to the Department of Transportation.
C. Date Payment Received from DoT: Enter the date your firm actually received reimbursement from the Department of Transportation for the previous estimate submitted if applicable.
D. $ Amount Received from DoT: Enter the actual amount received from the previous estimate submitted.

Section 3 - Subconsultant Disbursement Information

I. Subconsultant Name: Enter the business name for the subconsulting firm.
II. Federal Identification #: Enter the Federal Identification number associated with the subconsulting firm.
III. Estimate #: Enter the subconsultants estimate number that was submitted to your firm.
IV. Date Estimate Rec’d from Sub: Enter the date your firm received the estimate from the subconsultant.
V. Date payment mailed to Sub: Enter the date your firm actually mailed the payment to the subconsultant.
VI. $ Amount Requested: Enter the full amount requested on the subconsultants estimate.
VII. $ Amount Paid: Enter the actual amount paid to the subconsultant.
VIII. Comments: Enter any relevant information specific to the estimate such as the reason for subconsultant payment being less that the requested amount.

* A copy of the AAP7 must be mailed or faxed to each subconsultant listed on the New York State Consultant Payment Request form FIN 421.
TO: G. Begley, Expenditures Unit, 5-418

FROM: Regional Construction Engineer, Region __

SUBJECT: SUBMISSION OF PAY ESTIMATE #
PIN #, D#
Project Description

DATE:

Attached for your payment are two (2) copies of approved Estimate #, for the period from __/__/____ to __/__/____.

AUDIT EXCEPTIONS:

PIN CURRENT PAYMENT TOTAL TO DATE

The MIR Date for this estimate is __/__/____.

cc: Consultant
J. Tynan, Construction Division, Bldg. 4, Rm. 101, MC 0401
File
TO: B. Morwin, Accounting & Fiscal Services Bureau, 5-422

FROM: Regional Construction Engineer, Region __

SUBJECT: REQUEST FOR REALLOCATION OF FUNDS
D______, PIN __________, PIN __________, etc.
Project Description

DATE:

Please reallocate funds as shown on the following table:

| FROM PIN | TO PIN | AMOUNT |

Please provide us with written confirmation when implemented. If you have any questions, please contact ____________ of my staff at (XXX) XXX-XXXX.

cc: Consultant
    EIC
    Regional Planning & Program Manager, Region __
    J. Tynan, Construction Division, 4-101
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
MEMORANDUM OF UNDERSTANDING
FOR MINOR CHANGES IN CONTRACT TERMS AND CONDITIONS

COMPTROLLER’S CONTRACT NO.
DESCRIPTION:

The undersigned duly authorized representatives of parties to the subject contract do hereby agree to the indicated minor revision(s) to the subject contract without the necessity of having to enter into a supplemental agreement to said contract.

These minor contract changes are made for the following reasons:

The minor changes are as follows:

The Consultant agrees that the approval of said minor changes shall not be cause for an increase in fee or increase or decrease to the maximum amount payable under the contract as by his signature hereto he considers these changes to have been in full force and effect at the time of the execution of the original contract.

FIRM

By ________________________________

Consultant Contract Officer

Dated _______________________ 20____
I recommend that this memorandum be executed on behalf of the Department because my records and observations indicate that the contract should be revised to include these minor changes as if they were in full force and effect at the time of the execution of the original contract and that these minor changes should not be a cause for any increase or decrease in the maximum amount payable under the contract.

THE PEOPLE OF THE STATE OF NEW YORK

Recommended by:

___________________________________
Contract Administrator

Date ________________________ 20____

Approved By:

___________________________________
DOT Contracting Officer

Dated ________________________ 20____

RATING DATE ___/___/___

DEPARTMENT OF TRANSPORTATION
CONFIDENTIAL
CONSULTANT PERFORMANCE EVALUATION (ENGINEERING)
NOTE: This information is not for general distribution

REGION/M.O. PROGRAM AREA: _____________________ ORG CODE:_________________________

<table>
<thead>
<tr>
<th>CONTRACT D#</th>
<th>CONSULTANT NUMBER</th>
<th>SERVICES RATED FROM</th>
<th>TO</th>
<th>RATING CLASSIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

INTERIM/FINAL:

CONSULTANT NAME: PRIME/SUB:

ADDRESS:

CITY: STATE: ZIP:

CONTRACT VALUE: STAFF HOURS:

% OF TOTAL:

PINS PROJECT NAME
<table>
<thead>
<tr>
<th>ALL CONSULTANTS</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>COMPETENCE OF PERSONNEL</td>
<td>TIMELY PERFORMANCE OF WORK</td>
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<tr>
<td>CONDUCT AS A PROFESSIONAL</td>
<td>PROJECT COST MANAGEMENT</td>
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<tr>
<th>DESIGN CONSULTANTS</th>
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<tbody>
<tr>
<td>ADHERENCE TO DEPT PROC. STANDARDS &amp; SPECS</td>
<td>ABILITY TO ADAPT DESIGN FEATURES TO PROJ CONDITION</td>
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<table>
<thead>
<tr>
<th>BRIDGE/CONSTRUCTION INSPECTION CONSULTANTS</th>
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<tr>
<td>ABILITY TO ADJUST TO UNEXPECTED CIRCUMSTANCES</td>
<td>ADEQUACY OF EMPHASIS ON MAINTENANCE &amp; PROTECTION</td>
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<tr>
<td>ACCURACY &amp; COMPLETENESS OF PROJECT RECORDS</td>
<td>ADEQUACY OF TRAINING &amp; SUPERVISION OF STAFF</td>
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<tr>
<td>KNOWLEDGE OF DEPT SPECS</td>
<td>OTHER: (SPECIFY)</td>
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</tbody>
</table>

### OVERALL PERFORMANCE: SUMMARIZE THE ABOVE RATINGS FOR MAJOR WORK AREA

<table>
<thead>
<tr>
<th>BRIDGE DESIGN</th>
<th>CONSTRUCTION INSPECTION</th>
<th>CONSTRUCTION SUPPORT</th>
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<tbody>
<tr>
<td>HIGHWAY DESIGN</td>
<td>PLANNING &amp; DEVELOPMENT</td>
<td>BRIDGE COND. SUR.</td>
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<td>TASS</td>
<td>OTHER: (SPECIFY)</td>
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<tr>
<td>PINS</td>
<td>PROJECT NAME</td>
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<td></td>
<td>CONSTRUCTION D# (IF APPLICABLE):</td>
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<td></td>
<td>PROJECT TYPE:</td>
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<td></td>
<td>TYPE OF WORK PERFORMED:</td>
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</table>

RATER #

1A. FIRM’S PROJECT MANAGER/KEY PERSONNEL NAMES(S): _____________________________________________________

_____________________________________________________________________________________________________

1B. PERFORMANCE (DESCRIBE STRENGTHS & WEAKNESSES): _____________________________________________________

_____________________________________________________________________________________________________

1C. TIMELY PERFORMANCE OF WORK: ______________________________________________________________________

_____________________________________________________________________________________________________

2. COMMENTS ON EVALUATION (REQUIRED FOR RATINGS OF 1, 2, 9, 10 & ANOMALIES)

A. Factor: ________________ Comment: ________________________________________________________________

_____________________________________________________________________________________________________

B. Factor: ________________ Comment: ________________________________________________________________

_____________________________________________________________________________________________________

C. Factor: ________________ Comment: ________________________________________________________________

_____________________________________________________________________________________________________

3. RECOMMENDATIONS (PARTICULARLY COMMENTING ON RATINGS OF 0 & 1.)

_____________________________________________________________________________________________________

_____________________________________________________________________________________________________

4. PRINT & SIGN NAMES BELOW

________________________________________  ________________________
Consultant Job Manager       Date

________________________________________  ________________________
Supervisor                  Date
REVISED GUIDELINES FOR CONSULTANT MANAGERS COMPLETING CONSULTANT PERFORMANCE EVALUATION INPUT SHEETS:

These guidelines replace a previously distributed similarly titled document (PERFEVAL 7/95) which replaced a similarly titled document dated 1/91. That document replaced the MAP, Volume 9.0 - CONR 323, Forms Instruction.

The consultant performance evaluation form, CONR 323, consists of two input sheets: a Rating Input sheet and a Comment Input sheet. It is generally printed from a computer based program provided by the Contract Management Bureau (CMB) called CPEMAIN, (see R. Grathwol’s February 19, 1991 Memo “1991 Consultant Performance Evaluation Database Application”). Consultant Job Managers whom either submit a limited number of evaluations each year or may not require the convenience of dBase file capability, may use and submit the enclosed form, CONR323e (12/97).

The rating is confidential. A consultant performance evaluation is, however, sent to the firm for its information and comment. The firm is allowed one page of comments on Form CONR 387 (5/90).

I. PURPOSE AND FREQUENCY OF FILING:

The purpose of this completed evaluation is to document the performance of a firm for a given contract and to assist Department personnel in the selection of consultants for future assignments. It is not intended to be used as a device to alter and control consultant performance over the life of the agreement. An evaluation must be completed annually and at project completion for each prime consultant and each subconsultant for all types of work, including both engineering and non-engineering work. In addition, an evaluation should be completed whenever the quality of the consultant’s work undergoes a marked change so that selection committees are aware of a firm’s current performance. NOTE: only the latest evaluation for each D number for a given consultant is sent to selection committee members. A Final Rating remains on file for distribution for a period of three (3) years.

II. PREPARATION:

GUIDELINES FOR PREPARATION OF INPUT SHEETS:

The evaluation shall be completed by the Department’s Primary Consultant Job Manager (the person with continuous supervision of the firm, who normally signs or recommends that payments be made) with aid and review by his/her supervisor and the appropriate Consultant Performance Evaluation Liaison. The completed original signed version should be transmitted to the CMB for distribution.

RATING INPUT SHEET - GENERAL:
Only ONE consultant performance evaluation is allowed per consultant for each contract D number for a given time period. If other consultant managers are responsible for different areas of the consultant work, each fill out a separate Comment Input sheet, but the numerical Rating Input sheet MUST BE A COMPOSITE RATING OF ALL EVALUATORS. Therefore, if both Main Office and a Region, or two main office groups or two managers from the same office are involved in the receipt of the consultant service, completion of the evaluation should be a joint effort. When this is the case, the Evaluation should be composed of one Rating Input sheet and two or more Comment Input sheets. Please note: only the completed version, with all raters represented, should be transmitted to the CMB.

Interim evaluations for each agreement must be prepared annually. This should be done on the anniversary date of the comptroller’s signature each year until the contract is complete. The signature page of the signed Agreement will provide this date. Additional Interim evaluations must be prepared if the consultant’s performance is contrary to existing evaluations, particularly if it concerns outstanding or poor performance. At the time the Department’s Consultant Manager recommends that the Department accept the work of the consultant, a Final evaluation must be completed.

Whole numbers must be used for ratings, from 0 through 10. The rater may not use decimals or two whole numbers with a dash (e.g., 6.5 or 5-6) for a rating. As stated above, only one rating input sheet is allowed for each consultant, and this should be a composite rating of all consultant managers.

It is also important that the comments reflect and agree with the ratings given to the consultant. This is especially critical where two or more comment sheets make up the composite rating. Please verify that the comments and the ratings are consistent with each other prior to submission.

**NUMERICAL VALUES**

The following rating scale should be used to differentiate the official rating classifications. The bracketed terms represent an attempt to interpolate between official rating classifications.

<table>
<thead>
<tr>
<th>Rating</th>
<th>Value</th>
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<tbody>
<tr>
<td>10 Outstanding</td>
<td>10</td>
</tr>
<tr>
<td>9 {Superior}</td>
<td>9</td>
</tr>
<tr>
<td>8 Very Good</td>
<td>8</td>
</tr>
<tr>
<td>7 {Proficient}</td>
<td>7</td>
</tr>
<tr>
<td>6 Good</td>
<td>6</td>
</tr>
<tr>
<td>5 {Unexceptional}</td>
<td>5</td>
</tr>
<tr>
<td>4 Satisfactory</td>
<td>4</td>
</tr>
<tr>
<td>3 {Needs Improvement}</td>
<td>3</td>
</tr>
<tr>
<td>2 Minimally Acceptable</td>
<td>2</td>
</tr>
<tr>
<td>1 {Substandard}</td>
<td>1</td>
</tr>
<tr>
<td>0 Unacceptable</td>
<td>0</td>
</tr>
</tbody>
</table>
DATA REQUIRED IN EACH CONSULTANT PERFORMANCE EVALUATION:

RATING INPUT SHEET:

Lines 1 and 2:
A) The Date (Month/Day/Year) should be filled in with the date the rating is done by the consultant manager, and should be the same date as indicated next to the consultant manager’s name on the Comment Input Sheet.

B) Fill in the Program Area responsible for completing the rating. Following Org Code, fill in the three character alphanumeric identifier for the Regional Group or Main Office Program Area identified on this line.

Line 3:
A) Contract D# should be filled in with the Consultant contract identification number, even if it has a “C” or “S” number. Make sure that the number listed is NOT the construction contract identification number. It is extremely important that this number is correct since this evaluation will supersede all previous evaluations with the same consultant number and contract “D” number.

B) Consultant Number should be filled in for the consultant being rated. A listing is available from your Consultant Performance Evaluation Liaison.

C) Services Rated: The FROM and TO dates are inputted to indicate the period for which the consultant’s performance is being evaluated. This would normally be a one year period, presuming the consultant had been evaluated during the previous year. The day and month of this period for yearly interim ratings should be consistent with the Comptroller’s signature date. It is IMPORTANT to remember that the Consultant Job Manager can only rate the firm for the time period that they have been involved with the consultant on that contract. Supervisors should ensure that no loss of management shall occur such that an informed rating cannot be provided when due. This applies to Interim and Final evaluations.

D) Rating Classification identifies whether this is an Interim or a Final rating for the consultant for that contract. Indicate this by inputting an “I” or “F”. See rating guidelines above for how to determine whether this should be an Interim or Final rating.

Line 4:
A) Consultant Name: Please list the consulting firm’s name here (maximum 20 spaces). This is the only opportunity to verify that the consultant number and consultant name match.

B) Prime or Sub: Indicate whether the consultant is the prime or subconsultant by marking either a “P” or “S”. If the consultant is part of a joint venture, mark each firm as a prime consultant.
Lines 5-7:
A) Address, City, State and Zip: Please provide the address of the office that performed the majority of work. Three 20 character lines are allowed for the street address, 20 characters for the city, 2 characters for the state, and up to 10 spaces for the zip code. It is important to fill this in since this will allow the consultant selection committee members to know which office is being evaluated.

B) Contract Value: Input the anticipated total Dollar amount of the original contract including all supplementals. This number should be used for any of the consultant(s) being rated. This is important to consultant selection committee members because it indicates the size and complexity of the project that the evaluation is for and the portion of the total for which the firm being evaluated was responsible. This number should be updated, if necessary, on the final rating.

C) Staffhours: Provide the staffhours the consultant being rated is proposing to provide according to the consultant contract. This number should be updated, if necessary, on the final rating.

D) % of Total: Indicate the percentage of the total work (by all consultants) being done by this consultant. You may use dollars or staffhours for this consultant compared to total dollars or staffhours for this Contract D number to develop this percentage. In general, if all the consultants on a project are being rated, the total of these numbers should equal 100%. This number should be updated, if necessary, on the final rating.

Lines 7-12:
A) PINS: list a maximum of six PINS (first six digits with decimal only), two per line, for which the consultant is being evaluated.

B) Project Name: The project name should describe the project and should be no longer than 40 characters. Its purpose is so that you, committee members receiving the rating at a later date, and the consultant can recognize the project being rated. If the rating is for a term agreement (TASS, RDSA, etc.), the name associated with the Project D number should be used here.

C) Construction D# (if applicable): Fill in D# of the construction contract if the work being done by the consultant is construction inspection or construction support.

D) Project Type: Identify the major type of work done by using one of the major categories listed under Overall Performance at the bottom of the rating input form. This field allows 25 characters.

E) Type of Work Performed: Identify the major types of work performed by this consultant for this project. A list of work items to include is available from your liaison.
RATINGS - GENERAL INFORMATION:

When preparing the rating forms, managers and their supervisors should remember that the completed evaluation forms will be provided to the consultants involved for their formal comment. Ratings of 0, 1 and 2 indicate unacceptable to minimally acceptable performance and those of 9 and 10 indicate extremely good to outstanding performance. These extremes should be used only when appropriate. Also remember that a “5” is considered “average” or between “good” and “satisfactory,” and routine quality work that complies with the requirements of the contract would be expected to fall in the 4-6 range. All extremes and any anomalies in ratings must be explained in the comments. Managers are encouraged to make clear distinctions between consultants for selection committees by using the entire range as appropriate.

ALL CONSULTANTS:

All consultants, must be rated for the following five items: Competence of Personnel, Conduct as a Professional, Timely Performance of Work, Project Cost Management and Follows Instructions. Definitions for these terms follow: Competence of Personnel refers to technical proficiencies as well as the ability to interact and contribute to the team. While subconsultants should be performing a “commercially useful function”, in some cases, subconsultants will be providing personnel and the evaluation will center on this factor. For Competence of Personnel, especially for subconsultants, Consultant Job Managers are expected to make sure that they are aware of the provisions of the contract and what services the personnel are providing (trainees would not be expected to be “competent” in the same sense as professionals or certified persons, but the firm should not assign work that is beyond a person’s capability). Subconsultants whom may only be providing personnel should be rated on the quality of the people provided. Follows Instructions should be tempered with the Consultant Job Manager’s judgement regarding the clarity and validity of the instructions the consultant received from Department staff. Timely Performance of Work means the consultant’s physical delivery of products on schedule for reasonable deadlines established for the project. Conduct as a Professional refers to the degree to which the employees of the firm conduct their business affairs in a professionally ethical manner with the Department and others. Project Cost Management should reflect the consultant’s ability to manage and monitor resources in substantial conformance with the negotiated budget. It also reflects the consultant’s ability to react appropriately to changed conditions affecting the scope and budget of the contract. Assigning appropriate level staff to contract tasks is also an indicator of resource management ability.

DESIGN CONSULTANTS:

All Design and Construction Support consultants should be rated for the following three (3) items in addition to the ALL CONSULTANTS ratings listed above: Adherence to Department Procedures, Standards and Specifications; Ability to Adapt Design Features to Project Conditions; and Accuracy and Clarity of Reports, Plans and Estimates. In addition, they may be evaluated for their ability to manage M&PT for survey or other field work, supervision of geotechnical exploration, in-depth bridge inspection, etc. and other unusual tasks or conditions encountered during completion of design services.
CONSTRUCTION INSPECTION and BRIDGE INSPECTION CONSULTANTS:

All construction inspection and bridge inspection consultants should be rated for the following items in addition to those contained in the ALL CONSULTANTS rating listed above. These seven items are all considered self-explanatory, so they will only be listed without any further explanation: Ability to Adjust to Unexpected Circumstances; Adequacy of Emphasis on Maintenance and Protection of Traffic; Enforcement of Department Specifications; Accuracy and Completeness of Project Records; Adequacy of Training and Supervision of Staff; Communications and Dealings with the Department; Contractor and General Public; Knowledge of Department Specifications. An additional box marked “OTHER” permits the evaluator to add another item of their choosing that is of equal importance.

OVERALL PERFORMANCE:

ALL CONSULTANT RATINGS MUST HAVE AN OVERALL PERFORMANCE RATING FOR AT LEAST ONE MAJOR WORK AREA. IT SHOULD BE A COMPOSITE OF ALL THE INDIVIDUAL RATINGS. This rating should be for the MAJOR WORK AREA ONLY, but you may rate more than one area if the project legitimately has more than one major work area, i.e., a design project with both highway and bridge design involved. These two work areas each require a rating, but no rating for survey would be expected unless the assignment covers all aspects of the work (from baseline to ROW maps). If the consultant is providing Construction Support services, rate them ONLY for construction support and not for design or survey work. If you rate the consultant under “OTHER,” specify the “OTHER” type of work this rating pertains to. A consultant who performs only a specialty item in support of a large undertaking (i.e., Highway Design) such as: Preliminary Survey, Traffic Modeling, Environmental Assessment, Community Participation, etc. should only be rated in the “OTHER” category and not in a major category.

COMMENT INPUT SHEET(S):

Contract D#, Consultant Number, and Consultant Name must be identified here since this is a separate sheet. It is possible that you may only be asked to fill in the Comment Input sheet if you are one of two or more Consultant Managers evaluating the same Consultant for the same Contract D#. Project Name, Construction D# (if applicable), Project Type and Type of Work Performed: see the instructions for these items from the Rating Input Sheet. Rater #: This number, starting with #1 for the primary consultant manager responsible for the composite rating on the rating input sheet, is assigned by the Consultant Job Manager when receiving comments from the other consultant product managers.

Fill in the following information for ALL consultants:

1.A. Firm’s Project Manager/Key Personnel Name(s) - List the name or names of the Project Manager and other key personnel being rated, i.e., Project Engineer, Resident Engineer, Chief Inspector, Office Engineer, Bridge Design Supervisor, etc.
1.B. **Performance (Describe Strengths and Weaknesses)** - Indicate the performance of each person named in item 1.A. These comments should normally reflect the rating given for Competence of Personnel and Follows Instructions.

1.C. **Timely Performance of Work** - Indicate the firm’s timeliness in the performance of work within the agreement. Make sure that your comments agree with the rating given for Timely Performance of Work under ALL CONSULTANTS.

2. **Comments on Evaluation (Required for Ratings of 0, 1, 2, 9, & 10 and any anomalies):**

   **Factor** - identify the rating factor from the Rating Input form.

   **Comment** - state specific examples that support the rating given.

   You may add an additional page with more comments and factors, if needed.

3. **Recommendations (Particularly Commenting on Ratings 0, 1 & 2):** These recommendations should address the hiring/not hiring of the firm in the future. Recommendations must be based on the comments indicated above and should pertain only to the work performance of the firm.

4. **Consultant Job Manager, Supervisor, Dates:** The names of these individuals and the dates they completed the form or reviewed the form must be included here.

5. **Program Area:** The individual completing the Comment Input Sheet must fill this in at the bottom. For a Rater #2, etc., it is likely that this will be a different program area from that listed on the Rating Input Sheet.

### III. **DISPOSITION**

The Consultant Liaison must ensure that each consultant performance evaluation is printed and proofread by the Consultant Job Manager. Prior to getting signatures, the Consultant Liaison is also responsible for checking all consultant performance evaluations to ensure that all the items have been completed satisfactorily, according to these directions. After the Liaison is satisfied, the Consultant Job Manager and their Supervisor will sign the final printed names. These printed evaluations will be submitted along with the data on computer disk to the Contract Management Bureau within four (4) weeks of the month and day of the Comptroller’s signature date. The Main Office Program Area or the Region may only retain a copy of the evaluation if it is kept in a CONFIDENTIAL file. Completed evaluations for work performed on behalf of a region but managed by others will be transmitted to the region during the consultant comment period for their reference. Upon receipt of the consultants comments (if any) the entire evaluation package will be transmitted to the originating Consultant Job Manager’s liaison and to the regional liaison (if
different) to allow the manager to review the comments and to either destroy them or place in a confidential file.

IV. PROCEDURAL REFERENCE

<table>
<thead>
<tr>
<th>Title</th>
<th>Manual Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consulting Engineer Contract Procurement</td>
<td>7.1-1-3</td>
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<tr>
<td>and Administration Under The Project</td>
<td></td>
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<tr>
<td>Management System</td>
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</table>

V. QUESTIONS

Questions on the completion of consultant performance evaluations should be directed to your consultant performance liaison first. If the liaison needs assistance in answering a question, the liaison should call the Contract Management Bureau Consultant Performance Evaluation Coordinator at (518) 485-8295.
TO: Contract Management Bureau, 5-108  
Attn: Closeout Unit

FROM: Regional Construction Engineer, Region __

SUBJECT: REQUEST FOR FINAL AUDIT-CONTRACT D#

DATE:

Attached is one copy of the Draft Final Bill submitted by Prime Consultant in association with ______. Please initiate a final audit for this contract. Two copies of the estimate have been sent to the Accounting Bureau Expenditures Unit for payment. Use either of the following sentences: Also attached are the Department acceptance of this contract and the consultant final evaluation or: Also attached is the Department acceptance of this contract. The consultant final evaluation for the prime consultant and all subconsultants was submitted on ________.

cc: J. Tynan, Construction Division, 4-101  
 Name, Prime Consultant  
 Name, Subconsultant  
 Accounting Bureau Expenditures Unit, 5-418
MEMORANDUM
DEPARTMENT OF TRANSPORTATION

TO: __________, Director, Contract Management Bureau, 5-108

FROM: Regional Construction Engineer, Region __

SUBJECT: ACCEPTANCE OF CONSULTANT WORK

DATE:

Acceptance of the consultant’s work for the following (contract/project) is required:

D# PIN #

PROJECT (Project Description)

in the County of ______________________________

Consultant Name _____________________________

Office Address ______________________________

Based on examination of project records and with the concurrence of all responsible Department Units, I hereby accept the work on the subject (agreement/project) on behalf of the New York State Department of Transportation.

Recommended by __________________________ Date____________________
Consultant Job Manager’s Supervisor

Approved by __________________________ Date____________________
Regional or Division Director
## Records Center Transfer List

**TO:**
STATE RECORDS CENTER
BUILDING 21
THE GOVERNOR W. AVERELL HARRIMAN
STATE OFFICE BUILDING CAMPUS
ALBANY, NEW YORK 12226

**FROM (AGENCY NAME & NUMBER):**

**PROGRAM UNIT**

THE RECORDS LISTED ARE TO BE TRANSFERRED TO THE STATE RECORDS CENTER SUBJECT TO THE RULES OF THE COMMISSIONER OF THE EDUCATION DEPARTMENT AND RESTRICTIONS NOTED BELOW.

**INSTRUCTIONS:**
Please double-space between box entries • Please use a size 12 pt. Font or larger • Box # (i.e., 1, 2, 3,...)

<table>
<thead>
<tr>
<th>5. LABEL NUMBER</th>
<th>6. Box #</th>
<th>7. DESCRIPTION OF RECORDS (DESCRIBE CONTENTS OF EACH CONTAINER)</th>
<th>8. DISPOSITION</th>
</tr>
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**RESTRICTIONS**

AGENCY RECORDS OFFICER

TOTAL NUMBER OF CONTAINERS

SIZE OF CONTAINER

“L” “W” “D”

SIGNATURE DATE