



FDM 8-15-1 Contract Types & Formats

October 3, 2016

1.1 General

Under authority granted through s.84.01 (13) Wis. Stats., WisDOT contracts for the engineering and related services of consultants when it does not have sufficient staff available to develop transportation improvement projects within a prescribed time period or when special expertise is required but unavailable within WisDOT.

Consultants are engaged to perform part or all of the engineering services and related services necessary for completion of surveys, construction plans, right-of-way plats, hazardous materials assessments, engineering and environmental reports, and all other services preparatory to undertaking the construction phase of an improvement project. Two design services contracts will be required for projects expected to require an EIS or EA and may also be required for some complex and/or high cost projects for which an EIS or EA is not required. Individual consultants may or may not be selected to perform the services on both contracts.

Consultants are also retained to perform construction engineering services: surveying and staking, inspecting, materials testing, reporting construction operations, preparing periodic estimates, providing administrative support to the WisDOT project manager, and related services.

Consultants are retained for other non-engineering services including real estate appraising, historical and archaeological services, planning studies for all modes of travel, landscaping, training, or other specialized services.

1.2 Contract Format

Revise 8-15-1.2 (Contract Format) language.

A consultant contract is an agreement between a firm and WisDOT (plus a municipality in 3-party local contracts) for procurement of services. Each consultant contract consists of the following (see [FDM 8-20-1](#) for a list of other materials to be submitted to CAU):

1. COVER/SIGNATURE PAGE - Identifies the consultant and WisDOT representatives, start and completion dates, upper limit of compensation and the necessary signatures, titles, and dates.
2. STANDARD or GENERAL PROVISIONS - Commonly referred to as the "contract boilerplate." The standard provisions for design engineering contracts and general provisions for construction engineering contracts reflect language meeting all of the appropriate state and federal laws and regulations. They may be modified only through the special provisions and prior approval from the CAU.

Standard provisions for all contracts are incorporated by reference into the contract cover/signature pages and are not submitted to the Contract Administration Unit.

3. SPECIAL PROVISIONS - Supplement the standard or general provisions to meet the special requirements of a project. They are directed toward a very specific scope of services, prosecution and progress, basis of payment, coordination of activities, materials to be furnished by WisDOT and the consultant, and other items deemed necessary to ensure all requirements of the contract are adequately explained. Every contract should have some special provisions specific to the project.

Special provisions in contracts and work orders should correctly reference the date of current boilerplate version, and correctly reference the boilerplate language (Ex: Master Standard Provisions, July 1, 2015 Part III-A, "Progress") being changed, replaced or deleted. See [FDM 8-20-1](#) for more information on special provisions.

PC Specification special provisions should be included with every contract.

Construction Engineering Services contracts should include special provision regarding travel costs.

1.3 Contract Cover/Signature Pages and Boilerplates

Note: These boilerplates and signature pages are located on the internet. Instructions for consultants to access the extranet are located at:

<http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/contracts/con-docs.aspx>

1. TWO-PARTY DESIGN

This contract is used for consultants providing design engineering services on state highway and/or bridge improvement projects.

2. THREE-PARTY DESIGN

This contract is used for consultants providing design engineering services on local highway and/or bridge improvement projects.

3. CONSTRUCTION ENGINEERING SERVICES

3.1 CONSULTANT SUPPLIES PROJECT ENGINEER

This contract is used when a consultant provides the project engineer and other construction engineering services for a highway and/or bridge improvement project. The consultant project engineer has the duties and responsibilities as defined in WisDOT's "Standard Specifications for Highway and Structure Construction" and "Construction and Materials Manual." Check the "CONSULTANT" box under "Project Engineer Duties to be performed by" on the signature pages.

3.2 WISDOT SUPPLIES PROJECT ENGINEER

This contract is used when WisDOT provides the project engineer and the consultant provides staff to perform other construction engineering services for a highway and/or bridge improvement project. Check the "DEPARTMENT" box under "Project Engineer Duties to be performed by" on the signature pages.

Note: Due to the authority and responsibility assigned the project engineer and associated risk and liability, in order to change the supplier of the project engineer from WisDOT to consultant, or vice versa, during the life of a project, the existing contract must be terminated and a new contract enforced with a substitute amendment reflecting the change. The substitute amendment will state that the original contract is being terminated and being substituted in its entirety with a new contract boilerplate. See [FDM 8-25-15](#) for information on the processing of amendments.

4. SPECIALTY

This boilerplate is used for contracts not involving typical engineering design or construction engineering services.

Specialty boilerplates are typically used for training, girder fabrication inspection, materials research, archaeological services, surveying, and landscape services. This format may also be used for providing design consulting services to consultant construction project leaders during construction of highway projects (under a concept called the Transparency Effort). The intent of the Transparency Effort is to provide a way of improving construction communications on consultant managed projects so that project leaders can make timely project decisions. See [FDM 8-1-10](#) for more detailed information.

5. MASTER CONTRACTS

These usually cover a specific type of service to be authorized on a number of different projects.

Master contracts may include any of the services that could normally be included within the scope of a normal contract for design or construction engineering. Because many of the firms which provide construction engineering services have limited capacity for design services and vice versa, services for construction engineering and design engineering must be separated into different master contracts. Master contracts may also be used for specialty services when expertise is required for a specific services area.

When completing the signature pages for master contracts check one of the boxes labeled "Construction," "Design" or "Specialty" under the section "Engineering SERVICES to be performed" to indicate the provisions of the contract that will apply. For construction engineering contracts indicate if project engineer duties will be performed by the consultant or the department.

6. LOCAL ENGINEERING SERVICES MASTER CONTRACT

This contract is used when municipal engineers perform services on a number of undetermined WisDOT projects over an extended period of time.

7. LOCAL ENGINEERING SERVICES CONTRACT

This contract is used when municipal engineers perform general engineering on a specific WisDOT project in their area.

1.4 Design Special Provisions

Example two-party and three-party design special provisions are provided on the internet at:

<http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/contracts/con-docs.aspx>

Some form of special provisions should be used for all design engineering consultant contracts. Two design services contracts will be required for projects expected to require an EIS or EA and may also be required for some complex and/or high cost projects for which an EIS or EA is not required. If two design services contracts are required, the special provisions should detail the specific services to be performed for each contract that are non-standard services described in the MANUAL.

1.5 Construction Management Contract Special Provisions

Example construction special provisions are on the internet at:

<http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/contracts/con-docs.aspx>

These special provisions have been used in some construction management contracts to impose limitations on certain costs. They are not a construction management contract requirement, but may result from the negotiation process.

Contract limitations or restrictions on certain costs are NOT a request by WisDOT for any consultant to change its policy(s) regarding reimbursements to its employees for travel expenses.

FDM 8-15-2 Contract Types and Formats

October 3, 2016

Revise 8-15-2 (Contract Types and Formats) language. Remove phrase "journal voucher" and replace with "redistribution", change contract provisions typical language.

2.1 Redistribution Contract Provisions

Redistribution Consultant contract provisions should be used for certain consultant contracts where consultants under contract with WisDOT will perform services for a relatively small number of hours on a relatively large number of WisDOT projects. Under these provisions, the contract or work order is encumbered and paid using a single project ID with costs transferred to other improvement projects using **redistribution**.

2.2 Use of Redistribution Contract Provisions

Redistribution contract provisions are appropriate for use when the Department is hiring consultants to perform a function that will be chargeable to a large number of specific improvement projects that have not been identified when the contract is authorized. The contract is defined by the period over which the consultant will perform services as opposed to the completion of a project. Typical situations for **redistribution** contract provisions include:

- In-plant materials inspection
- Construction finals services in regions
- Staffing contracts for Plan Review
- Technical analysis of project elements

The consultant level of effort on projects under **redistribution** contracts should be characterized in terms of hours and days. Situations where the consultant level of effort on specific projects will be measured in weeks or months should be handled through project specific contracts or work orders. **Redistribution** contracts should not be used when the consultant will only perform services on a limited number of projects.

Encumbrances for **redistribution** contracts or work orders are budgeted and recorded in highway improvement programs; services performed under these contracts is limited to services on authorized highway improvement projects. Services to be charged to improvement non-participating projects or projects not funded out of improvement appropriations should not be done under **redistribution** contracts.

In cases where the consultant will perform services that are not chargeable to an authorized improvement project, a separate basis of payment line with the non-participating ID and cost estimate should be included in the contract. If the **redistribution** provisions are part of a work order, the non-participating ID will have to be charged through a separate companion work order.

2.3 Budget/Encumbrance

The contract or work order must be scheduled in FIIPS and encumbered in **PeopleSoft** with an ID assigned to the organization code responsible for budgeting and managing the contract. The projects IDs used to encumber transactions with **redistribution** contract provisions should not have no residual costs charged to them after consultant payments have been transferred via **redistribution** to individual improvement projects.

The consultant budget in the improvement program is monitored based on encumbrance transactions. The transfer of costs to improvement projects with organization codes different than the encumbrance project will have no impact on management of the consultant budget.

2.4 Basis of Payment/Contract Period

The basis of payment to consultants using JV contract provisions is limited to Cost Per Unit of Work or Specific Rate of Compensation method as defined in [FDM 8-10-15](#).

Contract with **redistribution** contract provisions are not defined by completion of a project and are subject to the guidelines for period contracts. In order to reduce the impacts of encumbrances made against programs and appropriations different than those where expenditures are charged, contracts should be executed as one year contracts with annual renewals to the extent permitted under [FDM 8-5-2](#).

2.5 Contract Provisions

The contract or work order should contain this language or something similar.

“Invoice costs incurred under this contract / work order under project ID XXXX-XX-XX using the Consultant Redistribution Contract Invoice ([DT1511](#)). Track and report time by individual highway improvement projects using project IDs as directed by the DEPARTMENT. All costs invoiced against ID XXXX-XX-XX must be allocated to individual improvement project IDs based on time records prepared by the CONSULTANT. The CONSULTANT may track costs of services on individual improvement projects using the CONSULTANT’S project cost accounting system or may track costs by individual projects using memorandum accounting methods.”

2.6 Contract Management/Invoicing

The WisDOT employee managing the contract **is** responsible **for** providing the consultant with authorized WisDOT IDs to be used **by** the consultant to allocate costs for invoicing. Project IDs must be authorized for charges in WisDOT’s financial system prior to the performance of services on the project. Costs incurred for services on a project prior to the authorization date may not be transferred to a project that is authorized after the services are performed.

The consultant will submit invoices using the Consultant **Redistribution** Contract Invoice Form [DT1511](#) as an uploaded supporting document **the** CARS invoice. The invoice form shows the total cost of the invoice as well as the costs to be allocated individual improvement projects. The consultant should attach supporting documentation necessary to support the allocation of labor and expenses to individual projects on the invoice.

Supporting documentation **is** used to transfer **costs** to the projects actually worked on at the time of payment. The payment to the consultant will be made to the project where the encumbrance was booked, then immediately transferred to the correct projects through a **redistribution**.