

FACILITIES DEVELOPMENT MANUAL

Wisconsin Department of Transportation

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FDM 8-1-1 Overview and Roles in Consultant Contracting

December 11, 2014

1.1 Originator

The Division of Transportation Investment Management, Bureau of State Highway Programs, Audit and Contract Administration Section, Contract Administration Unit (DTIM-CAU) is the Originator of this chapter. All questions and comments on the content of this chapter should be directed to the WisDOT Contract Manager at (608) 266-1824.

This chapter is a guide for establishing uniform procedures and guidelines in the procurement and administration of consultant contracts to which the department is a party. The intent of the chapter is to interpret and clarify established policies, procedures, and practices.

The DTIM-CAU also provides online contracting guidance for consultants at the following Internet address:

<https://wisconsin.gov/Pages/doing-business/eng-consultants/cnslt-rgistr/default.aspx>

That web site includes information for gaining access to the consultant extranet, which includes contract forms and documents for WisDOT business partners.

WisDOT staff can view the DTIM-CAU webpage for more information on internal contracting processes.

1.2 Consultant Contract Process Overview

The general consultant contracting process is as follows:

1. A project is identified as requiring consultant staff.
 - a. If the project is a Federal Major (refer to definition in Federal Oversight Agreement [FDM 5-2, Exhibit 1.1](#)), then prior approval by the FHWA point of contact is required.
 - b. If the project is a corridor study, then prior approval by DTIM's Corridor Management Peer Review (CMPR) workgroup is required. WisDOT staff should also refer to the Program Management Manual Chapter 6 Section 5 (PPM 06-05) for information regarding funding and budgeting.
2. Funding is approved for the consultant portion of the project.
3. A cost-benefit analysis of the potential consultant project scope is completed to compare WisDOT and consultant costs (see [FDM 8-1-5](#)).
4. The project follows solicitation and selection processes determined by the type of contract required to complete the work (see [FDM 8-5-1](#)).
5. WisDOT staff, consultants, and other pertinent parties negotiate the scope of the consultant contract (see [FDM 8-10-5](#)). If the project is a Federal Major, then coordination with the FHWA point of contact is required.
6. A contract including the project, or a set of projects, is prepared by the consultant and proposed to the municipality, region, or central office bureau needing the consultant staff (see [FDM 8-15-1](#)).
7. The consultant submits a current insurance certificate (if one is not already on file with WisDOT) showing the consultant is covered by the required types and amounts of insurance as specified in the contract boilerplate (see [FDM 8-15-1.3](#)). Consultants send a copy of their insurance certificate to:

Wisconsin Department of Transportation
Contract Administration Unit
Attention: Contract Specialist
4802 Sheboygan Ave, Room 951
P. O. Box 7913
Madison, WI 53707-7913

8. The WisDOT Contract Manager or the Region/Bureau of origin execute the contract, depending upon its size and type (see [FDM 8-20-1](#)).

9. The vendor invoices the Department for costs associated with the contract while WisDOT monitors the firm's progress and quality of work (see [FDM 8-25-1](#)).
10. The WisDOT Project Manager evaluates the performance of the vendor upon completion of the contract (see [FDM 8-25-5](#)).
11. Final contract costs are audited if the contract meets the necessary criteria (see [FDM 8-25-30](#)).

There are many different types of contracts used by WisDOT. This chapter describes processes most pertinent for contracts procured under sec. 84.01 (13), Wis. Statutes. These contracts may be for services including design and construction management engineering, surveying, real estate, hazardous materials, historical and archaeological work, multi-modal planning studies, landscaping, or specialized training.

Preliminary Design (FDM Chapter 3) is the evaluation of environmental impacts (per NEPA) of project alternatives. The feasible and reasonable alternatives are developed and documented using engineering design and evaluation. Preliminary Design ends when the environmental document is approved. Approval of the environmental document is defined as final approval (for ESI, EA and 2-ER's, this is FHWA approval). Final Design is the work effort from that point to the award of the contract. No project may begin Final Design work until after the NEPA environmental requirements (see [FDM Chapter 20](#)) are complete.

Two design services contracts will be required for projects expected to require an Environmental Impact Statement (see [FDM 20-30](#)) or Environmental Assessment (see [FDM 21-25](#)). The first contract will be for Preliminary Design and the second contract will be for Final Design. Funds for the second contract will not be obligated / authorized until after the environmental document (from the first contract) is approved.

Two design services contracts may also be required for some complex and/or high cost projects for which an EIS or EA is not required. Contact your region FHWA Engineer for further guidance.

Even if Preliminary Design and Final Design are part of the same contract, Final Design work may not begin until after the applicable environmental document is approved and that environmental document results in a preferred build alternative

Consultant contracts under the purview of this chapter are additionally categorized into these groups:

- Sole source
- Small purchase
- Local design
- Construction engineering
- State trunk highway design
- Full service master contracts
- Specialty master contracts
- Contracts using requests for proposals

There are different consultant contract selection, approval and monitoring procedures for each type of contract. These procedures are outlined throughout the chapter.

Please refer to [FDM 2-20-5.10](#) - Procurement Management (and other references in FDM 2-20) for a discussion of procurement from a project management perspective.

1.3 Definition of Roles in Consultant Contracting

There are many parties within WisDOT involved in the consultant contracting process.

- The DTIM Contract Administration Unit (DTIM-CAU) is the primary WisDOT contact for the process of securing consultant services. DTIM-CAU provides technical support for WisDOT consultant selection and negotiation processes, updates the Roster of Eligible Engineering Consultants, maintains WisDOT internal web sites, monitors the routing of contracts through the approval process, and develops WisDOT policies and procedures to be used when employing consultant services. The WisDOT Contract Manager has the authority to execute consultant contracts on behalf of the Department. The DTIM-CAU also coordinates selections for DTIM contracts for approval by the Division Administrator or designee.
- The DTIM Audit Unit conducts overhead audits of regularly used firms to provide cost information for WisDOT staff during the contract negotiation and approval processes. This unit also audits the costs of consultant contracts upon their completion to ensure contract compliance.
- The Expenditure Accounting Unit within the Fiscal Services Section of the Division of Business Management, encumbers the funding for the contracts in the WisDOT financial system and processes the payments to consultants for work that they perform.
- The Statewide Consultant Engineer of the Division of Transportation System Development (DTSD) oversees the Department's consultant program and approves the selection of consultants for

contracts. The Statewide Consultant Engineer within DTSD's Bureau of Project Development works with other WisDOT managers to create and monitor the consultant budget, determine consultant procurement policies, manage consultant participation in the WisDOT local program, and maintain relations between WisDOT and the consultant industry.

- The Statewide Consultant Engineer acts as a liaison between WisDOT and the consulting industry. This position's responsibilities include:
 - providing technical expertise to WisDOT staff on negotiation techniques and consultant selection methodology
 - approving the selection of consultants for small purchase and local program contracts
 - monitoring the department's use of Disadvantaged Business Enterprises (DBEs)
 - approving justifications for staffing contracts and
 - participating in consultant interviews and negotiation of price for contracts over \$1,000,000.
- The DTSD Bureau of Technical Services' Civil Rights and Compliance Section assesses the eligibility of consultants for federal and state DBE programs and monitors the effects of program requirements on WisDOT consultant contracts.
- Consultant Unit Supervisors in each DTSD transportation region office are responsible for interviewing consultants when necessary, making recommendations to the Statewide Consultant Engineer for contract selections, and negotiating contracts upon behalf of the Department. WisDOT Project Managers, under the guidance of the geographical unit and/or Consultant Unit supervisors, monitor, manage, and evaluate vendors to make sure that they are complying with contract requirements and following best practices in the field. Region operations staff set up financing of consultant contracts and often monitor the status of these contracts. DTSD staff in central office and DTIM-CAU assist in developing and monitoring the consultant budget that determines how much work can be completed by consultants each year.
- WisDOT's Executive Office approves funding for contracts (via Form DT25 - see [FDM 8-20-1](#)) prior to sending them to the Governor's Office for their review and approval. Members of the Executive Office are also involved in major consultant contract issues on an as-needed basis.
- DTSD Central Files maintains a copy of all consultant contracts for the purposes of record retention. Each region office also keeps a copy of contracts approved for their region.
- The Division of Business Management's Web Support Unit develops and maintains pages pertaining to consultant contracts on WisDOT's Internet and consultant extranet web sites.

Several other areas within DTSD and DTIM take part in consultant contract procurement. The Bureaus of Project Development, Highway Operations, Structures and Technical Services often use consultant contracts to complete work on a statewide basis. Areas within DTIM such as the Bureau of Planning and Economic Development and Rails and Harbors also procure consultant services for statewide usage. Staff from these areas can be involved in the solicitation, selection, negotiation and monitoring of their contracts.

1.4 Contract Administration

The Department Representative identified on the cover signature page of the contract is the individual responsible for contract administration. These responsibilities include:

1. Compliance - Determines whether the consultant is delivering services required in the contract. Acts in the event consultant fails to perform or breaches the contract. (See Section 8-25 for guidance on contract management.)
2. Payment Approval - Determines the services charged by the consultant have been completed satisfactorily before approving payment (see [FDM 8-25-10](#)).
3. Evaluation - Assures that the Project Manager has completed a performance evaluation when the project has been completed (see [FDM 8-25-5](#)).

FDM 8-1-3 Contract Administration and Reporting System (CARS)

December 11, 2014

3.1 General

The Contract Administration and Reporting System (CARS) is an online application that WisDOT Consultant Services is using to manage and support consultant contracts. Currently the application is used by both WisDOT and vendor firms with WisDOT contracts to perform electronic invoicing and evaluations on contracts. To gain access to CARS, you will need a WAMS Id and authorization to use the application from your firm's Consultant Administrator.

The CARS manual is located at:

<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/contracts/cars.aspx>

The manual addresses getting access, security, log into CARS, navigation, invoicing, evaluations, and reports. Contact the CARS administrator at WisDOTCARS@dot.wi.gov with any questions.

FDM 8-1-5 Cost-Benefit Analysis

March 31, 2017

5.1 Applicability

Wisconsin Statutes s. 84.01(13) and Administrative Rule TRANS 515 require WisDOT to conduct cost-benefit analyses for any contractual service procurement having an estimated expenditure greater than \$300,000. To comply with this requirement, WisDOT must use the cost-benefit analysis form DT2233. WisDOT staff can use form DT2233 to estimate and compare the costs of hiring a consultant with the costs of performing services with state employees for each contract advertised on or after July 1, 2013. The quality of work and other factors must also be considered in the analysis. These procedures do not apply to the Wisconsin Statutes s. 16.705 (1) procurement process.

The detailed cost analysis section of the form does not have to be completed if the form indicates that WisDOT does not perform the proposed services or cannot perform services at a high level of quality. Cost-benefit analyses are completed even if WisDOT does not currently have capacity to complete the proposed services within the expected time frame. Because WisDOT does not have statutory responsibility to perform engineering on local roads, contracts for work on local routes that are not state or connecting highways are exempt from completion of the cost-benefit analysis.

5.2 Method of Cost Comparison

The cost-benefit analysis shall be based on an estimate of hours to complete the work divided into functional tasks and shall show the total number of hours estimated to complete each task. Analyses of average costs per hour by task are based on the historical cost of contracting with consultants compared to the historical costs of WisDOT performing the services in-house. The alternative method of conducting a cost-benefit analysis is the "State of Wisconsin Cost Analysis Methodology" referenced in State Procurement Manual PRO-I-4 and found on the Internet:

<http://vendornet.state.wi.us/vendornet/procman/proi4.pdf>

The number of estimated hours to complete the proposed services will be assumed to be equal for consultants and state employees unless empirical evidence shows that those hours should be different due to different cost accounting practices and/or efficiencies attributed to having the work performed by state staff or consultants.

An estimate of state staff hours to procure and administer a contract for consultant services will be added to the estimated cost of the consultant to perform services to calculate the total cost to WisDOT of outsourcing the services. Hours to procure and administer a consultant contract include time spent in soliciting, selecting, negotiating, executing and administering a consultant contract. These hours should not include general project supervision and review that would be incurred regardless of whether the project work is to be performed by state staff or a consultant.

5.3 Rates for Cost Comparison

The DTSD Consultant Services Section will calculate and at a minimum annually update average hourly rates per task using cost estimates from executed consultant contracts and actual costs incurred by state staff recorded in WisDOT's financial system.

Average hourly costs calculated by DTSD Consultant Services shall consider the following elements:

1. The hourly cost of having state employees perform the services, including:
 - Direct cost of wages.
 - Direct cost of expenses.
 - Allocated fringe benefits using rates approved by the Office of Policy Budget and Finance (OPBF).
 - Allocated time off with pay using rates approved by OPBF.
 - Allocated indirect costs using rates calculated for purposes of cost comparison by OPBF.
 - Factors for costs not identified in WisDOT's financial systems such as costs related to errors and omissions on projects designed by WisDOT staff may be considered as costs to WisDOT if supported by a valid study substantiating such factors.
2. The hourly costs of having consultants perform the services, based on the following elements included on previous consultant contract proposals:
 - Direct cost of wages
 - Allocated indirect costs including fringe benefits, overhead and general and administrative expenses.

- The cost per hour of fixed fee/profit
 - Other direct expenses included in contract prices.
3. Applicable adjustments to cost elements shown above, reflecting the consultant's use of state facilities, equipment, and/or other resources.
 4. Allocations of WisDOT indirect costs that are applied equally to consultants and WisDOT staff. These allocations may be considered neutral in the cost comparison and excluded from the cost-benefit analysis.

5.4 Contract Types

Cost-benefit analyses are prepared prior to solicitation of the contract. In the case of small purchase procurements (as defined in [FDM 8-5-10](#)), cost-benefit analysis does not have to be prepared. However, an internal cost estimate still needs to be completed prior to contacting vendors.

A cost-benefit analysis is not required for master contracts when a specific scope of service is not defined until the work orders are negotiated. Cost-benefit analyses are required for master contracts when the scope of services to be performed can be identified and measured for the entire master contract.

Cost-benefit analyses are not required for work orders under master contracts if a cost-benefit analysis was performed for the master contract. Cost-benefit analyses for work orders of \$300,000 or greater are required when a cost-benefit analysis was not performed for the master contract. When required, cost-benefit analysis for work orders are prepared and submitted for approval before beginning negotiations of the work order with a consultant.

5.5 Routing and Approval

The Region or Bureau proposing to procure consultant services performs the cost-benefit analysis. Before solicitation for the services, the cost-benefit analysis will be reviewed and approved by the responsible supervisor in the originating Regions/Bureau and routed to the Statewide Consultant Engineer for Division of Transportation System Development (DTSD) contracts. The Statewide Consultant Engineer will also review the cost-benefit analyses.

FDM 8-1-10 Transparency Effort

July 23, 2015

The Transparency Effort is a concept where consultant design firms are compensated for providing design consulting services to consultant construction project engineers during construction of highway improvement projects. The intent is to provide a way of improving construction communications on consultant managed projects so that construction project engineers can make timely project decisions. The design consulting services should be provided by a separate contract or, if the design consultant is under a Master Contract, by a work order to that contract.

For contracts not large enough to justify a separate transparency contract, reimbursement to the consultant can be achieved in several ways. Consultants must be compensated for the services provided that are not result of their errors and omissions. The potential services that require compensation are WisDOT ordered design services after acceptance of design contract services (usually a result of Request for Information/Design Issue Notice (RFI/DIN) during construction). Design contract services are usually considered complete after pre-construction meeting. According to the contract, WisDOT can order additional services after completion of design services unless the contract is terminated. The ways to pay for additional services are: invoice against open design contract if contract has not been closed, invoice against previously closed design contract if WisDOT design ID is still open and contract had an adequate balance when closed, or negotiate an amendment to add additional services under the construction project ID. An amendment is not required when open contract has adequate balance to cover services or closed contract has adequate balance to cover services and the WisDOT design project ID is still open. An amendment is required when a contract does not have adequate balance to cover additional services or the design ID is closed.

Guidelines for the Transparency Effort are as follows:

- Projects that use the Transparency Effort concept should be selectively identified by the Region. Not all projects need should use the concept – it should be reserved for the more complex projects. A Construction Project Complexity Index has been developed ([Attachment 10.1](#)) to assist in the Region in developing an annual list of potential Transparency Effort projects. The Region Consultant Unit Supervisor should coordinate the preparation of the annual list.
- The preferred method of providing the services is to negotiate a separate contract with consulting firm doing the original design. These extra services should be mentioned as a possibility in the initial solicitation (see [FDM 8-5-1.2](#)) and negotiated as the final design is nearing completion. If that did not happen, the design consultant could be engaged by WisDOT through either a new 2-Party contract (for state projects) or a 3-Party contract (for local projects); small purchase contracting; or, if there is a

Master Contract in place with the design consultant, a work order to that Master Contract. If a new contract is the chosen option, the “short form” may be used (see [FDM 8-15-1.3](#)).

- Standardized contract language is available ([Attachment 10.2](#)). The language discusses design consultant availability, who can request responses, time to respond, the potential of revising the contract documents, and participation in project meetings. The language also clarifies that the purpose of the contract is for review of design accuracy or intent and are not for design errors and omissions in the plans and/or specifications.
- The timing of having the design consultant in place is important as most of the questions from the field staff are discovered during review of the plans and contract documents in preparation for starting field work. Most questions from field staff are discovered during a review of the plans and contract documents prior to the start of construction. The Transparency contract or work order should be in place well before the project Preconstruction Meeting to ensure that the designer is available to address design related questions.
- Transparency contract or work order amounts should be capped based upon the PS&E estimate or construction let amount. However, project teams should have the ability to exceed this amount based upon the complexities of individual projects. Guidelines for the contract or work order amount are as shown in Table 10.1.

Table 10.1 Guidelines for Contract or Work Order Amount

PS&E Estimate or Construction Let Amount	Contract or Work Order Limit
Less than \$1 million	\$2,500
\$1 million to \$5 million	\$5,000
Greater than \$5 million	\$10,000

- Transparency Projects will use the Design Issue Notice (DIN) ([WS2503](#)) to document questions going to the design consulting firm so that there is no confusion with questions that may come from the contractor to the construction Project Engineer. The DIN process is as follows:
 - Construction Project Engineer prepares the DIN and includes a comment on the need for compensation. Project Engineer then forwards it to the WisDOT Project Manager.
 - WisDOT Project Manager reviews the DIN for appropriateness and comments on potential compensation. Project Managers should ensure that the program is being used as planned and that the Design Consultant is not being compensated for answering questions that should be answered by the Consultant Project Engineer or should have been answered as part of the initial design contract. This review would also assist in determining if any errors and omission issues should be raised. Project Manager then forwards it to the Design Consultant.
 - Design Consultant investigates the issue and prepares the response. Designer also comments on the need for compensation. Designer then returns the DIN to the WisDOT Project Manager.
 - WisDOT Project Manager reviews the response and forwards it to the Construction Project Engineer.
 - The DIN should have a very high priority by everyone in the process to meet the goal of timely project decisions.
- Construction project personnel, including contractors, should be informed that the design firm is under contract to provide answers to design questions and that they are encouraged to use the program when needed. They should also be informed that the construction Project Engineer and WisDOT Project Manager must approve the DIN before the design consultant may begin work.

LIST OF ATTACHMENTS

- [Attachment 10.1](#) Construction Project Complexity Index
- [Attachment 10.2](#) Design Issue Notice (DIN)

15.1 Introduction

The purpose of this policy is to provide instructions to consultant firms under contract to the Wisconsin Department of Transportation (Department) and integrated into the department's daily operations on procedures the department will use during a Continuity of Operations (COOP) incident, pandemic, or activation of the Emergency Transportation Operations (ETO) plan.

The department has the responsibility to prepare for, respond to, and recover from any COOP incident, pandemic, or emergency affecting our transportation system and business operations. This includes measures to prioritize and sustain transportation operations; to protect the health and safety of employees and consultants in department facilities; to ensure ongoing effective communication; and to minimize the effects of an incident.

15.2 Applicability

All consultants with staff members residing or located in department owned, rented, contracted (to include construction field offices and project sites) or leased facilities are to follow the department's policies and operating procedures for COOP incident, pandemic, and ETO.

The cost of assuring compliance with the department's policies and operating procedures for COOP incident, pandemic, and ETO shall be incidental to other contracts/work orders/agreements that the consultant has with the department.

15.3 Authority

- Policy and Guidance for State Agency Continuity of Operations Plans, document dated March 22, 2005, Department of Administration,
- Wisconsin State Statutes Chapter 166, Emergency Management,
- Governor's Directive 29, August 2002.

15.4 References

- Wisconsin Department of Administration (DOA), "Continuity of Government, COOP Pandemic Operation Procedures", August 31, 2009,
- Federal Department of Homeland Security, Federal Emergency Management Agency, "Continuity Guidance Circular 1 (CGC 1)", January 21, 2009,
- Federal Department of Homeland Security, Federal Emergency Management Agency, "Developing Emergency Relocation Group (ERG) Member Planning Guides", June 2009.

15.5 Policy and Procedures

15.5.1 COOP, Pandemic, and ETO Plan Integration

15.5.1.1 Introduction

All consultant firms meeting the applicability conditions above are required to integrate their business operations with the department's COOP incident, pandemic, and Emergency Transportation Operations (ETO) plan.

- Consulting firms are to receive a one-time initial briefing on COOP incident, pandemic, and ETO procedures given to a consultant management representative. If a consultant has multiple contracts with the department, only one initial briefing is required.
- Annually, a consultant management representative will meet with their Designated Department Supervisor for an annual review of COOP incident, pandemic, and ETO plans. If the consultant has multiple contracts with the department, only one annual review is required per year.
- Consultant staff will participate in all COOP incident, pandemic, and ETO drills in a manner consistent with department staff members in the office where they are located.

15.5.1.2 Living Disaster Recovery Planning Software (LDRPS) Call Trees

- All consultant staff assigned to work sites in a department facility (except those solely assigned to construction field offices) will provide their Designated Department Supervisor the following contact information: work phone, home phone, cell phone, work email and company email addresses. This information is "For Official-Use-Only" and will be entered into the Living Disaster Recovery Planning Software (LDRPS) call trees for rapid notification in the event of a COOP incident. Upon completion of the contract; if an individual leaves the firm; or is no longer working in the department facility, the consultant shall notify the Designated Department Supervisor who will remove the employee contact information from the LDRPS.
- Consultant managers, supervisors, or project engineers may be assigned COOP incident call tree roles to notify consultant and department staff in the event of an emergency or exercise.
- Consultant staff assigned to construction work sites will not be required to have personal contact

information loaded into LDRPS call trees. (Note: However, consultant staff names will be loaded into the department's morning report program, as stated in Morning Report Procedures, below.)

- The consultant shall supply consultant management contact information to the Designated Department Supervisor who will enter this information into the contact section of LDRPS by firm. This information will be removed by the department at the end of the contract.

15.5.1.3 Morning Report Procedures

- All consultant staff meeting the applicability requirements shall comply with State of Wisconsin morning report procedures, especially reporting timeframes. Consultant staff members shall also participate in all morning report exercises.
- Consultants with 5 or less total staff members residing or located in a department facility shall provide the Designated Department Supervisor the consultant employee's name for the department to enter into the morning report application. Consultants shall coordinate with their Designated Department Supervisor to ensure each staff member is accounted for only once.
- Consultants having more than 5 total staff members residing or located in a department facility will report number summaries to their Designated Department Supervisor. Consultants shall coordinate with their department supervisors/representative to ensure each staff member is accounted for only once.
- As consultant staffing changes, the consultant management representative will inform the department supervisor who will remove the staff member(s) name and/or adjust the summary staff number counts.

15.5.1.4 Reduced Building Occupancy Rates/Office Closures

- In the event the department orders reduced occupancy rates or temporarily (less than 30 calendar days) closes facilities, consultant staff will relocate to their company facilities as directed by the department.
- If the consultant has less than 10 employees in a department facility and the department closes the facility for long term (closure 30 calendar days or greater) and their duties cannot be performed working from home or from the consultant facilities, they may be relocated to other facilities as directed by the department.
- If the consultant has 10 or more employees in the department facility and the department closes the facility for long term (closure 30 calendar days or greater), they may be relocated to other facilities as directed by the department.

15.5.2 COOP Operations

Upon activation of any department COOP plan, consultant staff impacted by the plan will follow any and all directives relating to: Activation and Relocation, Continuity Operations; and Reconstitution of Services impacted by the emergency.

15.5.3 Pandemic Operations

15.5.3.1 Operational Periods

- Alert Activities - consultant staff shall follow and complete all "Alert" activities as detailed in the pandemic appendices to the COOP plan.
- Action Activities - consultant staff shall follow, complete, and comply with all "Action" activities as detailed in the pandemic appendices to the COOP plan.

15.5.3.2 Internal Communications

- Lines of Succession - If a consultant firm has more than 3 employees, the consultant firms shall identify to their Designated Department Supervisor a 1st and 2nd backup to management positions.
- Backup positions - Consultant supervisors or managers residing or located in a department facility shall identify a 1st and 2nd backup to their positions to a Designated Department Supervisor for inclusion into the facility's Internal Communications Plan.
- Consultants submitting summarized morning report information shall have a 1st and 2nd backup identified and provide this information to their Designated Department Supervisor.

15.5.3.3 Morning Reports

- Morning report procedures are defined in the pandemic appendices to the COOP plan. Reporting Hierarchy
 - Consultants with 5 or less staff in the department facility will report to their Designated Department Supervisor.
 - Consultants with more than 5 staff members in the department facility will report number summaries to their Designated Department Supervisor.

- Consultants shall coordinate with department supervisors to ensure staff is not double counted by reporting to more than one supervisor.
- Timeframes – Consultant staff will report their work availability status to their direct department supervisor no later than 8:00 AM, Monday through Friday or as directed by the department's incident commander.

15.5.3.4 Issue/Problem Reporting Procedures

Consultants experiencing issues or problems in delivering their services during a declared pandemic shall report the issues and/or problems to their Designated Department Supervisor.

15.5.3.5 Social Distancing

- Reduced Occupancy Rates - The Department may order reduced occupancy rates in department facilities. Consultant staff will relocate to their company facilities as directed by the department.
- In the event social distancing is ordered, consultant staff in department facilities will comply with all instructions received from the department.

15.5.3.6 Virtual Operations (Section reserved for future use.)

15.5.3.7 Drills and Exercises

Consultant staff will participate in drills and exercises to test the morning report process and familiarize themselves with pandemic preparedness.

15.5.4 Emergency Transportation Operations: Business Operations

Emergency Business Operations (EBO) are short term (< 5 days) emergency operations affecting a department facility, information technology system, or human resources short of activation of the department's COOP plan.

In the event the department temporarily closes a facility, all consultant staff will relocate to their company facilities unless assigned to a team assembled to respond to the specific incident.

Consultant staff will follow all directives from the Incident Commander or as directed by the department.

15.5.5 Meetings

Meetings may be scheduled at the request of the consultant or the department for the purpose of preparing, reviewing, and disseminating information relating to the COOP situation, incident, pandemic; or business operation event.

Meeting schedules are to be coordinated with the department to ensure that Designated Department Supervisors are available to attend the meetings.



WISCONSIN DEPARTMENT OF TRANSPORTATION
Year Annual Construction Solicitation

Construction Project Complexity Index

Solicitation ID:	xxoo	Project ID:	0000-00-00	Design Firm:	(Consultant or WisDOT)
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If this project was designed by WisDOT staff then just sign at bottom of form

Potential: **0 : Absolutely will not occur** **1 : Most likely will not occur** **2 : Might occur** **3 : Most Likely Will Occur**

Project Type	Potential				Total
Project Size (≤\$1M=0; \$1M-\$5M = 1; \$5M-\$10M = 2; ≥\$10M = 3)	0	1	2	3	
Project is in urban area	0	1	2	3	
Project involves numerous bridges, retaining walls or noise walls	0	1	2	3	
Project contains a movable bridge (no=0; yes=3)	0	1	2	3	
Project is built under traffic	0	1	2	3	
Project Involves storm sewer construction	0	1	2	3	

Utility Coordination	Potential				Total
Utilities present and must be accommodated in the work zone	0	1	2	3	
Unknown or unanticipated discovery of utilities	0	1	2	3	
Relocation of utilities required in work zone	0	1	2	3	
Coordination of work activities with utilities	0	1	2	3	

Differing Site Conditions	Potential				Total
Unsuitable subgrade material	0	1	2	3	
Groundwater	0	1	2	3	
Hazardous material	0	1	2	3	
Man-made buried objects	0	1	2	3	
Unstable slopes or excavations	0	1	2	3	
Archeological sites	0	1	2	3	

Site Conditions	Potential				Total
Inadequate staging areas	0	1	2	3	
Erosion and sediment control	0	1	2	3	
Disruption to local traffic and business operations	0	1	2	3	
Complex traffic control plan	0	1	2	3	
Noise, vibration, and dust impacts on adjacent properties	0	1	2	3	

Schedule and Operations	Potential				Total
Difficult construction operations	0	1	2	3	
Complex staging and sequencing	0	1	2	3	
Shortages or delayed delivery of materials	0	1	2	3	
Expedited schedules or night/weekend work	0	1	2	3	
Extreme weather conditions or seasonal effects	0	1	2	3	

Design and Contractual Issues	Potential				Total
Constructability of plan	0	1	2	3	
Sensitive environmental features	0	1	2	3	
Unique special provisions	0	1	2	3	
Use of new materials or new construction techniques	0	1	2	3	
Potential for Cost Reduction Incentives	0	1	2	3	
Potential for changes in scope	0	1	2	3	
Extensive coordination with 3 rd Parties	0	1	2	3	

Completed By: _____ Overall Total (Complexity Index): _____

If Complexity Index exceeds 40 consider use of Transparency Contract

SERVICES UNDER THE CONTRACT

During the course of the construction PROJECT, the CONSULTANT shall be available at reasonable times during the normal working hours to respond to reasonable inquiries concerning the accuracy or intent of the CONSULTANT's construction documents. All such inquiries shall be made only by the persons designated by the DEPARTMENT to interpret the contract documents for the benefit of the contractors and subcontractors performing the work. The CONSULTANT shall not be required to respond to inquiries by persons other than the DEPARTMENT or the DEPARTMENT's designated representative. The CONSULTANT shall be allowed reasonable time to respond to inquiries.

The CONSULTANT shall keep a log of services performed along with a copy of all correspondence. Responses to the DEPARTMENT's designated representative shall be in writing.

If, during construction it is determined that unforeseen or unusual conditions arise, the CONSULTANT may be required to revise the contract documents with the DEPARTMENT's approval.

If requested by the DEPARTMENT or the DEPARTMENT's designated representative, the CONSULTANT will have the CONSULTANT's design engineer attend and participate in the PROJECT Preconstruction Meeting, PROJECT progress meetings, and/or on-site construction meetings.

The CONSULTANT's services under this contract are for inquiries by the DEPARTMENT or the DEPARTMENT's designated representative for review of design accuracy or intent and are not for design errors and omissions in the plans and/or specifications.

PROSECUTION AND PROGRESS

The CONSULTANT shall respond to inquiries by the DEPARTMENT or the DEPARTMENT's designated representative through the estimated completion of the construction project in (insert year). The services included in this contract shall be completed by (insert date).



FDM 8-5-1 Selection Process

March 14, 2016

1.1 General

The consultant selection process begins once an identification of need for consultant services on the project and the annual consultant services budget have been approved by WisDOT managers.

The selection process for engineering and design services (as defined in 23 CFR 172) on all two-party and federally funded three-party contracts will be in accordance with the "Brooks Act" (Public Law 92-582, 86 Stat. 1278 {1972}, 40 U.S.C. 541). The Brooks Act requires a Qualification-Based Selection (QBS) process whereby at least three firms are selected in order of preference based upon qualification criteria. Negotiations are initiated with the firms in their order of preference until a fair and reasonable price is secured. The intent of the Brooks Act is that consideration of price within the selection process is not in the public's best interest.

The use of competitive bids to select consultants for three-party federally funded local improvement projects is not allowed. Selection in accordance with the Brooks Act is the preferred method for non-federally funded three-party contracts, however, an alternate selection process may be used when there exists a local ordinance that permits the alternate procedure. Using an alternate selection process requires prior approval by the WisDOT Contract Manager.

The definition of "engineering and design services" contained in 23 CFR 172.3(e) applies to the specific types of services listed in Title 23, U.S.C. 112(b)(2), which was amended by Section 111(b) of the 1987 STURRA to include environmental and geotechnical drilling and laboratory testing when such services are required for engineering and design studies, investigations, tests, evaluations or soils investigations for a specific project. In contrast, a federally funded contract for aerial survey (unrelated to a specific project) for a section of the state would not be subject to provisions of the Brooks Act. Other exempt services include general studies authorized under Section 402 Safety Program and general statewide/area wide projects financed with HPR funds.

For projects involving non-engineering types of services (real estate, training, planning studies), an alternate selection process may be used with prior approval by the WisDOT Contract Manager.

Firms awarded preliminary or final design engineering contracts are not eligible to compete for the construction engineering contract on that same project. This policy does not apply to Non-traditional transportation projects covered under the Sponsor's Guide to Non-Traditional Transportation Project Implementation.

In order to preserve fair and open competition, WisDOT has directed all of its staff to direct all consultant inquiries pertaining to upcoming projects, concerns about workload, available staff, and general capabilities to consultant services unit supervisor. Consultant services unit supervisor may decide appropriate response. During an ongoing solicitation, all consultant questions about a project must be e-mailed to the contact in the Scope of Services narrative.

1.2 Solicitation of Interest

General interest in performing engineering services for WisDOT is solicited annually from consultants who have completed a Consultant Report, Form [DT1538](#), indicating their qualifications and experience and are included on WisDOT's Roster of Eligible Engineering Consultants (see [FDM 8-5-45](#)).

DTIM-CAU solicits for interest for consultant services on specific projects on the WisDOT Internet web site at:

<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/solicitations/default.aspx>

This site contains a list of projects and a scope of services narrative/Notice of Interest Questionnaire (NOI) for each. The narrative includes the expected location and services to be provided, deliverables, required special skills and contract length. Consultants complete the NOI and submit it according to the instructions on the web site.

In the case of a state or local design services contract, the scope of services narrative may sometimes include providing (under a separate contract) consulting services to consultant construction project engineers during construction of highway projects (under a concept called the Transparency Effort). The intent is to provide a way of improving construction communications on consultant managed projects so that project engineers can make timely project decisions. See [FDM 8-1-10](#) for more detailed information.

Since one of the options to provide design consulting services is to have a separate contract with the project

design firm, in the future the following note should be provided on all design solicitations:

“The design services requested in this solicitation may, at the discretion of the department, include a separate contract to provide consulting services to consultant construction project engineers during construction of highway projects. That separate contract would be negotiated as the final design is nearing completion.”

Region or Central Office bureau staff may change the standard questions on the NOI form to meet their needs of selecting consultants for these services. The questionnaire may also be in the form of a Request for Proposal or an expanded version of a notice of interest questionnaire. In that case, the period for NOI submittal may exceed the normal time-period given in regular solicitations. If a Request for Proposal Questionnaire is used, see [FDM 8-5-40](#) for an example.

The solicitation processes differ depending on the type of services involved. See [FDM 8-5-5](#) through [FDM 8-5-40](#) for more information.

1.3 Non-Roster Solicitations

Firms must be on the WisDOT Roster of Eligible Engineering Consultants to receive contracts for construction management and design engineering services. The Department also solicits for interest, however, on projects requiring specialized services such as landscape architecture, planning studies, historical preservation, surveying, and environmental/hazardous materials activities. Firms applying for contracts noted on the Internet solicitation as "open to all firms" do not need to be part of the Roster of Eligible of Engineering Consultants to apply.

1.4 Selection Authorization

The selection process should include the following steps:

1. Development of the short list-
 - a. A short list of at least three qualified consultants to potentially be awarded a contract is based upon:
 - i. Consultant responses to solicitations of interest.
 - ii. Roster of Eligible Engineering Consultants, Consultant Report ([FDM 8-5-45](#)), and Consultant Performance Evaluations ([FDM 8-25-5](#)).
 - iii. Other relevant information as appropriate. This may include interviews, RFPs, survey questionnaire, direct inquiries regarding staff availability and experience, interest, policies, and qualifications. Contacts with former clients may also be made.
 - b. If a request for proposal (RFP) is used, see [FDM 8-5-40](#) for guidance.
2. Selection of a recommended consultant
 - a. Each of the consultants on the short list will be evaluated and ranked based on the information noted above.
 - b. For design/related services contracts.
 - i. Recommendations for the top consultants are made by:
 - DTSD Region/Bureaus: a committee including the region Consultant Unit Supervisor or Central Office project manager, staff from other regions/bureaus, Statewide Consultant Engineer, Federal Highway Administration, and/or other interested members of the affected community.
 - DTIM Bureaus: a committee approved and/or including the WisDOT Contract Manager.
 - ii. For contracts estimated at \$1,000,000 or more, all consultants on the recommended short list will be interviewed prior to ranking.
 - Recommended interview lists and interview panels are approved by DTSD Local Program and Consultant Section.
 - The Statewide Consultant Engineer takes part in the interview process.
 - c. For construction engineering services contracts
 - i. DTIM-CAU and DTSD will coordinate an interview schedule at a central location for all transportation regions.
 - ii. Region staff make selection recommendations based on the information noted in

(1) above.

3. Selection approvals

- a. The DTSD Statewide Bureau Operations Manager approves the recommended consultant for DTSD region/bureau engineering and related services projects.
- b. The DTIM Administrator approves contracts for DTIM bureaus.
- c. Selection may be approved prior to the Project ID being authorized for charges, however, the contract may not be executed until after the Project ID is authorized.

4. Selection documentation

- a. The selection process, ranking of consultants, list of the selection committee including the chairperson and reason(s) for selecting the preferred consultant must be documented and records retained for three years after the project is closed in accordance with 2 CFR 200, 333-337.
- b. In the event any litigation, claim, negotiation, audit, or other action involving these records has commenced prior to expiration of three years, the records must be retained until all issues are resolved.
- c. For contracts where formal interviews are conducted, the selection committee's final composite rating and recommendation(s) resulting from those interviews should be retained for the duration of the contract.

5. Selection notification

- a. Firms are notified of selections for solicited projects via the WisDOT Internet site:
<https://wisconsin.gov/Pages/doing-bus/eng-consultants/selections/default.aspx>
- b. The preferred, or first ranked, consultant will be invited by WisDOT to formally discuss the required services. The invitation may include a brief outline of the scope of the project, its schedule, and a request for a written response.
- c. If the invitation is declined, the second ranked consultant should be notified in the same manner.

FDM 8-5-2 Length of Contracts

March 16, 2018

2.1 Project Contracts

The contract completion date for most consultant contracts is determined by the overall project schedule in conjunction with the time it reasonably takes to complete the deliverables required under the contract. Contracts for design engineering, construction engineering and planning studies are examples that fit within this category of "project 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, each would be considered a "project contract".

2.2 Period Contracts

Some contracts require services to be provided or available for a fixed period of time. Program management, traffic operations, staffing contracts, and master contracts fit within the category of "period contracts."

2.3 Length of Contracts

The contract period for "project contracts" is defined by the project schedule and scope of services.

The contract period for "period contracts" should be consistent with guidelines for contract periods published by the Department of Administration (DOA) in the State Procurement Manual section PRO-E-10, Length of Contracts. Period contracts should not exceed a total of three years of contracts including permitted contract extensions and renewals. Often the period contracts are renegotiated and renewed on an annual basis. Period contracts from the same solicitation should not overlap.

Exceptions to the three-year guideline may be made when there is significant investment required by either the State or the consultant and the requirements of the DOA PRO-E-10 are met. Period contracts exceeding three years must be approved by the Administrator of the Division of Transportation Investment Management prior to advertising or soliciting interest for the contract.

Specialty master contracts are subject to the three-year maximum for period contracts noted above. Full service design master contracts shall not exceed 2 years. Full service construction engineering master contract should cover a single construction season.

2.4 Contract Extensions

Contract extensions may be granted to consultants on “project contracts” for delays not attributable to the consultant. Contract extensions should be granted in the form of an amendment and approved in accordance with guidelines published in [FDM 8-25-15](#), Contract Amendments.

Additional contracts may be granted on “period contracts” only when potential contract renewals were disclosed in the solicitation of interest or other advertisement for the contract. Renewals of period contracts should be contracted through a new contract, not an amendment. All period contract amendments must be signed and approved by the WisDOT Contracts Manager. This includes time only or no cost amendments. The total contract period including renewals shall not exceed 3 years unless the contract meets the requirements for longer contract periods established in DOA PRO-E-10. Renewals of contract periods for “period contracts” can only be approved if the Department has completed an interim performance evaluation of the consultant.

Amendments extending a master contract period up to six months may be requested only in special circumstances and must be approved by the WisDOT Contract Manager.

2.5 Administrator’s Approval for Exceptions

Extensions of period contracts periods may be requested in extraordinary circumstances. A justification must be prepared and submitted to the Contract Manager who will submit it to the Administrator of the Division of Transportation Investment Management for approval.

FDM 8-5-3 Conflict of Interest

July 13, 2018

3.1 Conflicts of Interest for WisDOT Employees

Due to the relatively subjective nature of the consultant selection and negotiation process, Department employees responsible for any phase of consultant contract administration must take special care to avoid conflicts of interest and the appearance of conflict of interest. WisDOT employees are prohibited from accepting anything of value from consultants including meals, tickets, imprinted clothing and gifts. In consideration of these rules, consultants should not offer anything of value to WisDOT employees.

Travel and transportation expenses of WisDOT employees should normally be paid through WisDOT travel expense processes and should not be reimbursed through consultant contracts. In those cases where travel and transportation expenses of WisDOT employees are paid by a consultant and recovered from the Department as part of the consultant contract, expenses incurred by the consultant shall not exceed those expenses which would have been allowed had the travel expense been paid directly by WisDOT.

A WisDOT employee may not transact business with any entity with which either the employee or a family member has a personal and private interest. Examples of personal and private interest in HR 103, Code of Ethics include situations where the employee/family member is an officer, director or has a significant ownership interest in an entity. An employee’s family member employed by a consultant may also represent a personal and private interest when the family member’s compensation is based, in part, on activities associated with obtaining contract work with WisDOT or in the performance of any work under a contract with WisDOT. A conflict of interest may also exist when a family member’s continuation of employment is directly related to the firm’s success in receiving WisDOT contracts.

3.2 Employment of Current or Former WisDOT Employees by Consultants

WisDOT does not restrict the right of its employees to seek external employment, including with entities that routinely transact business with the Department. WisDOT has policies in place to assist employees in ensuring there are no conflicts of interest when seeking external employment. These conflict of interest policies ensure that such activities take place in an environment that does not bring into question the ethics of the Department, its employees and its business partners. WisDOT’s Employee Handbook defines internal staff expectations regarding conflicts of interest and external employment.

A permanent or limited term employee will remain on WisDOT’s payroll (in pay status) until all accrued leave time is exhausted or paid out. Depending on the option selected, the employee may still be on payroll beyond the last day physically on-the-job. Consultants are not prohibited from discussing and offering employment while the employee is on WisDOT’s payroll including while exhausting their accrued leave time (no longer physically working).

The consultant’s response to WisDOT’s notice of interest, request for qualifications or proposals, or other

procurement activities (including interviews) shall not name or otherwise refer to a permanent or limited term employee currently on WisDOT's payroll. Compliance with this policy is required commencing at submittal of the consultant responses and continuing through interviews (if held) and posting of selections.

Consultants will be eliminated from consideration for selections where the consultant violates this policy. If the consultant's inclusion occurs before the contract/work order is executed, the consultant's selection will be rescinded.

For the annual Construction Fair solicitation, the exclusion from projects for a consultant failing to adhere to this policy includes the initial selection posted in the fall for any region(s) where the WisDOT employee was working for both prime or sub-consultant participation. The consultant would be eligible to offer that employee for addenda selections as prime or sub-consultant, provided the permanent or limited term employee is no longer on WisDOT's payroll at the time of being considered for selection.

Standard contract provisions relating to conflict of interest prohibit consultants from performing contract work using persons employed by WisDOT on or after the date the contract was signed. WisDOT may approve exceptions to this provision, on a case-by-case basis, if WisDOT determines that the employee had no involvement or oversight in the selection, negotiation, or administration of the subject contract while working for WisDOT.

- Project contracts - this provision applies to all solicited work but does not carry through to follow-on activities (such as from design to construction).
- Period/Phased contracts - this provision applies to all solicited work spanning multiple agreements (such as Years 1, 2, and 3).
- Master contracts - this provision applies to all work orders.

Questions regarding this section should be directed to the Statewide Consultant Engineer.

3.3 Conflict of Interest Relating to WisDOT's Use of Consultants

Unfair competitive advantage occurs when a consultant firm is hired to develop detail tasks of work and detail cost estimates for work that will be advertised to consultants in a future competitive solicitation. If WisDOT hires a consultant to develop the detailed hour and costs estimates for a project, the initial solicitation for this work shall contain a clear provision to the effect that award of this work will preclude the consultant referenced above from competing for the work for which the detailed cost estimate is prepared.

There is a special regulatory requirement imposed by 40 CFR 1506.5 on a consultant who develops an environmental impact statement (EIS). For these services, WisDOT has developed a special provision to be added to the appropriate two- or three-party design boilerplates that require the consultant to disclose or certify that the firm has no financial or other interests in the execution or outcome of the proposed project. This certification is intended to avoid situations where a consultant is hired to study alternatives and potential environmental impacts of proposed projects when the consultant has an interest in the outcome of the consultant's findings. This does not preclude the EIS consultant from competing for other work on the project as long as there is no conflict of interest. Federal law allows states to utilize a single selection process for a project that includes an EIS and subsequent design engineering work if the state conducts a review that assesses the objectivity of the environmental assessment, environmental analysis, or environmental impact statement prior to its submission to FHWA.

3.4 Conflict of Interest for Consultants

All engineering estimates are considered confidential and shall not be provided to parties other than the DEPARTMENT before, during, or after the letting.

Regulations governing the conduct of architectural/engineering firms require consultants to avoid conflicts of interest. WisDOT contract provisions also require the consultant to warrant that it has no conflicts of interest. Potential conflicts of interest for WisDOT consultants include:

1. Consultant firms affiliated with contractors through common ownership may not oversee the work of affiliated contractors under construction engineering contracts. However, it may be permissible for a consultant to work on a project when the Department supplies project engineer and the affiliated contractor is a subcontractor as long as staffing can be managed by the Department to ensure that the consultant is not overseeing/testing/inspecting work done by the affiliated contractor.
2. Consultants may not perform services for contractors on projects for which they prepared the plan, specifications and estimate.
3. It is not permissible, without prior written approval from Statewide Consultant Engineer, for a consultant to work for both WisDOT and a construction contractor on the same project. Consultants

may not perform staking for contractors when under contract with WisDOT to perform construction-engineering services. [Attachment 3.1](#) shows limited opportunity for consultants to perform testing services for contractors when under contract with WisDOT.

4. Consultants hired to manage local programs and or administer contracts of other consultants may be restricted from competing for certain contracts relating to the programs they manage. Special contract provisions may also be required to maintain confidentiality of certain scheduling and cost information.
5. Consultants under retainer to act as the municipal engineer may not compete for DOT related contracts that impact the municipality. See [FDM 8-5-55](#) for additional conflict of interest rules pertaining to consultants in management roles.
6. Consultants may have contracts with other clients (e.g. utility companies, other units of government and abutting land owners) whose interests may conflict with the objectives of a particular WisDOT project. It is the consultant's responsibility to avoid conflicts of interest and disclose conflicts to WisDOT as soon as they arise.
7. Consultants hired to manage or inspect the work of a contractor may have other contractual relationships with contractors that are independent of the WisDOT contract. While these relationships are not automatically assumed to represent a conflict of interest by WisDOT, the consultant needs to ensure that relationships with WisDOT contractors in no way impair the consultant's ability to fulfill its responsibilities under WisDOT contracts.
8. It is not permissible for a consultant to prepare an independent engineering study of a local bridge (per Trans 213) and then to perform design activities on the project.
9. On Local Program projects, it is permissible for a consultant to prepare grant applications under a separate contract funded by the municipality and be eligible to compete for the design work on any or all projects for which the same consultant prepared the grant application(s) through the Qualifications Based Selection (QBS) process. A municipality shall either:
 - a. use a one-step QBS process with the scope of work to include the grant application and the design services, if authorized; or
 - b. use a two-step QBS process with the scope of work for the first selection for the preparation of the grant application(s) and the second selection for the actual design(s).

In both cases, all costs incurred prior to WisDOT project authorization are the responsibility of the municipality.
10. It is permissible for a consultant to perform structure inspection and compete for structure design work on bridge replacement or bridge rehabilitation projects.

LIST OF ATTACHMENTS

[Attachment 3.1](#) Testing Service Allowed to be Performed by Consultant

FDM 8-5-5 Sole Source Contracting

November 15, 2019

Sole source procedures are used when circumstances justify a waiver to the competitive selection process. One or more of the following criteria must be met:

- Uniqueness: When a service can be established as not available from more than one consultant.
- Emergency: When risk of human suffering or substantial property damage requires immediate action.
- Inadequate Response: After solicitation, competition is determined inadequate.

5.1 Approval

Prior to initiating a sole source request, the DTSD Consultant Services and Project Management Section Chief must be notified at: DOTConsultantServicesApproval@dot.wi.gov.

The process for selection approval depends on the origin of the contract:

- DTSD Regions/Bureaus - Selections must be submitted through Masterworks for review and approval by DTSD Management and the DTSD Consultant Services and Project Management Section Chief.
- DTIM Bureaus - Selections must be submitted through Masterworks for review and approval by DTIM Management and the DTSD Consultant Services and Project Management Section Chief.
- Municipalities - Selection approval process is defined in [FDM 8-5-20](#). The [DT1515](#) form must be completed

by the municipal representative and forwarded by the WisDOT Region Consultant Unit to DOTConsultantServicesApproval@dot.wi.gov.

If federal funds will be used on the contract, FHWA must also approve the use of the sole source selection process prior to the selection of a consultant.

5.2 Negotiation

Contracts are negotiated in accordance with [FDM 8-10-1](#).

5.3 Amendments

Prior to initiating amendment negotiations, the DTSD Consultant Services and Project Management Section Chief must be notified at: DOTConsultantServicesApproval@dot.wi.gov. Contracts are amended in accordance with [FDM 8-25-15](#).

5.4 Documentation/Contract Approval Process

The contract approval process as well as the originator's obligation to maintain consultant selection supporting documentation are the same as for other engineering services and must be in accordance with [FDM 8-5-1](#) and [FDM 8-20-1](#). All contracts greater than or equal to \$3,000 require the completion of the [DT25](#).

FDM 8-5-10 Small Purchase Contracting

November 15, 2019

Small purchase procedures are for consultant services estimated to cost less than \$200,000. Examples include design, construction, surveying, photogrammetry, geotechnical and mapping. If municipalities are performing services, WisDOT's contract specialist emails the project ID to DOTConsultantServicesApproval@dot.wi.gov so it is added to CARS for tracking purposes. The [DT1515](#) form must be filled out by the municipal representative and forwarded by the WisDOT Region Consultant Unit to DOTConsultantServicesApproval@dot.wi.gov.

There are no solicitation/small purchase requirements for intergovernmental agreements. WisDOT may contract with municipalities and regional planning organizations without conducting a competitive process.

10.1 Solicitation of Consultants

Small purchase contracts may be originated by DTSD Regions/Bureaus, DTIM Bureaus, or local governments.

The originator will:

1. Identify the scope of the project.
2. Develop a list of criteria to be used in ranking responses.
3. Contact a minimum of three consultants.
4. All communication with consultants must be documented and maintained by the originator.
5. Rank and select consultants based on established criteria. Bidding is not allowed.
6. If the originator and the DTSD Consultant Services and Project Management Section Chief concur that only one consultant is qualified, refer to the sole source procedure. See [FDM 8-5-5](#).

10.2 Approval

The process for selection approval depends on the origin of the contract.

- DTSD Regions/Bureaus - Selections must be submitted through Masterworks for review and approval by DTSD Management and the DTSD Consultant Services and Project Management Section Chief.
- DTIM Bureaus - Selections must be submitted through Masterworks for review and approval by DTIM Management and the DTSD Consultant Services and Project Management Section Chief.
- Municipalities - Selection approval process is defined in [FDM 8-5-20](#). The [DT1515](#) form must be completed by the municipal representative and forwarded by the WisDOT Region Consultant Unit to DOTConsultantServicesApproval@dot.wi.gov.

10.3 Negotiation

Contracts are negotiated in accordance with [FDM 8-10-1](#).

10.4 Maximum

The maximum initial contract may not exceed \$200,000. Contracts exceeding this maximum must be solicited

as defined in [FDM 8-5-1](#).

10.5 Amendments

Contracts are amended in accordance with [FDM 8-25-15](#). Including amendments, the contract must not exceed \$250,000 including amendments. Small purchase selection must not be used for contracts on projects that may require significant contract amendments. The full amount of any contract amendment that would cause the total contract amount to exceed the federal small purchase threshold of \$250,000 is ineligible for federal aid. In addition, the FHWA reserves the right to withdraw all federal aid from a contract if it is modified or amended above the federal threshold. Developing a second contract to avoid an amendment will not be approved. Prior to executing amendments that will cause a small purchase contract to exceed \$250,000, an explanation and request for determination must be submitted to FHWA through the DTSD Consultant Services and Project Management Section Chief.

10.6 Documentation/Contract Approval Process

The contract approval process as well as the originator's obligation to maintain consultant selection supporting documentation for small purchase contracts are the same as for other engineering services and must be in accordance with [FDM 8-5-1](#) and [FDM 8-20-1](#). All contracts greater than or equal to \$3,000 require the completion of the [DT25](#).

FDM 8-5-15 State Design and Related Services

July 13, 2018

15.1 Solicitation

WisDOT conducts bimonthly solicitations to notify consultants of upcoming design or related services engineering service contracts. The advertisements are held on the WisDOT Internet site:

<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/solicitations/default.aspx>

These solicitations include design and related service master contracts (see [FDM 8-5-30](#)).

Included on this web site is the scope of services narrative/Notice of Interest Questionnaire (NOI) form for each project, a list of the anticipated future solicitation dates, and the normal solicitation procedures for both consultant and WisDOT reference.

In the case of a state design services contract, the scope of services narrative may sometimes include providing (under a separate contract) consulting services to consultant construction project engineers during construction of highway projects (under a concept called the Transparency Effort). The intent is to provide a way of improving construction communications on consultant managed projects so that project engineers can make timely project decisions. See [FDM 8-1-10](#) for more detailed information.

Occasionally WisDOT may publish special solicitations for design and related service contracts on the Internet site above. Consultants will be notified via e-mail of these publications if they have submitted an e-mail address for the web notification publication list or are on the Roster of Eligible Engineering Consultants. See the following website for more information on the notification list:

<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rgistr/roster.aspx>

DTSD Central Office bureau/region staff prepare the appropriate documents for each solicitation, including the scope of services narrative/NOI for each project, to be reviewed by the Statewide Consultant Engineer, DTIM-Contract Administration Unit (DTIM-CAU) and DBM-Web Support Unit before publication.

Once published, consultants interested in being considered for available projects must submit a completed NOI electronically via ESubmit to WisDOT by the designated deadline date. Instructions on how to complete and submit the NOI are included on the web site listed in the first paragraph of this procedure.

In order to improve medium term planning and assist the consultant industry in anticipating staffing needs WisDOT also publishes a "12 month rolling solicitation" that lists contracts WisDOT anticipates soliciting in the next year. The contracts include state design and related services, master contracts, and construction engineering for major projects. Anticipated solicitations do not include contracts that are solicited as part of the annual Construction Fair. The 12-month rolling solicitation lists anticipated contracts based on current program needs and constraints, is subject to change and revision, and does not guarantee that a specific contract will be solicited in the future.

The 12-month rolling solicitation is updated with each bimonthly solicitation publication and may be found at:

<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/solicitations/default.aspx>

Region and bureau consultant unit supervisors are responsible for coordinating with the necessary authorities in

his/her region/bureaus to list projects on the 12-month rolling solicitation.

15.2 Selection

A diverse selection committee, headed by the Consultant Unit Supervisor and including members of their region/bureau (as well as others, if appropriate), the Statewide Consultant Engineer, Federal Highway Administration, and/or members of the affected communities, develop a short list of at least five qualified consultants (where there are five firms considered qualified for the work) based primarily on a review of consultant NOI written in response to WisDOT's solicitation of interest.

Other factors and/or sources of information for WisDOT staff making selection decisions may include some of the following:

- Roster of Eligible Engineering Consultants
- Consultant Report (Form [DT1538](#))
- Consultant performance evaluations
- Consultant workload and contract award analysis
- WisDOT Disadvantaged Business Enterprise goals
- Other relevant information as appropriate. This may include survey questionnaires, Requests for Proposal (RFP) (see [FDM 8-5-40](#)), direct inquiries regarding staff availability and experience, interest, policies, and qualifications. Contacts with former clients or other reference checks can also be made. The following information may be collected, especially if the information is not clearly shown in the firm's NOI for the particular project:
 - General
 - Professional registration of the firm and staff
 - General experience and professional expertise
 - Education of pertinent staff
 - Staff size, availability, current workloads
 - Familiarity with WisDOT requirements
 - Proximity of office to project location
 - Specific Relevant Experience With
 - Public involvement
 - Environmental Assessment and Analysis
 - Right-of-way plat preparation
 - Rural, urban, and structure design
 - Soils analysis and materials testing
 - Utility and/or railroad coordination
 - Other
 - Knowledge of project and experience with similar projects
 - Anticipated scheduling of work activities
 - Probable staff assignments
 - Previous performance - quality and timeliness
 - Capacity to handle additional work

15.3 Interviews

Design contracts estimated at \$1,300,000 or more require all consultants on the short list to be interviewed prior to ranking. The short list of three firms must be approved by the Statewide Consultant Engineer prior to setting up the interviews.

A diverse selection committee recommends three firms capable of performing the contract because of the interviews. The committee is headed by the Consultant Unit Supervisor and includes members of their region/bureau, the Statewide Consultant Engineer. In addition, representatives from Federal Highway Administration, and/or members of the affected communities may be included with approval from the DTSD Statewide Consultant Engineer prior to setting up the interviews.

Each region/bureau management team reviews the selection committee's list of three firms and ranks them according to many of the same criteria noted above.

There is no uniform style, length or location for design consultant interviews, but the format must be consistent

for each firm. Interviews are allowed, but not required, for contracts estimated to be less than \$1,300,000.

15.4 Selection Approval

For design/related services contracts part of bimonthly solicitations, DTSD region/bureau staff meet to reach consensus on recommended ranked short list for each project in the solicitation. Those recommendations are then submitted to the Statewide Consultant Engineer by the deadline date.

Region Consultant Unit Supervisors review the bimonthly solicitation selections with the Statewide Consultant Engineer. Modifications may be made if region recommendations interfere with Department selection goals. The Statewide Consultant Engineer reviews the final recommendations coming from this group and approves them if no additional modifications are necessary.

For those solicitations originating from DTIM, the Division of Transportation Investment Management (DTIM) management team submits its recommended short lists to the WisDOT Contract Manager. The DTIM Administrator approves those selections.

The approved selection only covers the scope included in the original solicitation for the project. For example, work resulting in a completed final design cannot be included within a contract solicited as preliminary design engineering.

[Attachment 15.1](#) provides a flow chart of the selection process.

15.5 Documentation

The selection process, ranking of consultants, names of selection committee members including the chairperson and reason(s) for selecting the preferred consultant must be documented and records retained. In the event any litigation, claim, negotiation, audit, or other action involving these records has commenced prior to expiration of three years, the records must be retained until all issues are resolved.

For contracts estimated at \$1,000,000 or more, the selection committee's final composite rating and recommendations resulting from interviews should be retained for the duration of the contract.

15.6 Contract Approval

Design contracts estimated at \$3,000 or more must follow the approval procedures as published in [FDM 8-20-1](#).

The Transportation Region/Bureau Director or designee approves contracts estimated at less than \$3,000 after the consultant has signed them.

15.7 Contract Amendments

Amendments to design contracts are allowed. The total increase to the contract due to the amendment cannot exceed the original amount of the contract. Refer to [FDM 8-25-15](#) "Contract Amendments" for additional information.

15.8 Web Resources

WisDOT staff can view the Consultant Services webpage for more information on internal contracting processes.

LIST OF ATTACHMENTS

[Attachment 15.1](#) Consultant Contracting Process for Consultants

FDM 8-5-20 Local Design

May 18, 2020

When using federal-aid highway funds in consultant service contracts, local units of government must comply with procedures set forth by WisDOT and FHWA for selection and approval processes as defined in this chapter and 23 CFR 172. WisDOT is responsible for ensuring compliance with the procedures outlined in this procedure and will provide assistance if requested.

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, funds for the second contract will not be obligated / authorized until after the environmental document (from the first contract) is approved.

Another contract sometimes needed is to have the design consulting firm provide consulting services to consultant construction project engineers during construction of highway projects (under a concept called the

Transparency Effort). The intent is to provide a way of improving construction communications on consultant managed projects so that project engineers can make timely project decisions. See [FDM 8-1-10](#) for more detailed information.

There are local program contacts in each region across the state. Local program management consultants are also available as resources for local governments.

20.1 Cost Estimate

The local unit of government prepares an engineering cost estimate for the project to be performed. Upon request, the WisDOT region office where the project is located will prepare or review the engineering cost estimate.

20.2 Solicitation

The municipality must announce general interest in performing engineering services funded by federal aid to a roster of eligible consultants. Solicitation options include the use of:

- WisDOT Roster of Eligible Engineering Consultants
 - The roster is located on the WisDOT Internet website at <https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rgistr/roster.aspx>
 - Using this option requires solicitation of all firms on the eligible roster, not just a subset based on geographic area or other factors.
- WisDOT Internet web site
 - Bimonthly solicitations are located at <https://wisconsindot.gov/Pages/doing-bus/eng-consultants/solicitations/default.aspx>
 - Municipalities choosing this medium should contact the appropriate region local program contact or consultant local program manager, as they will provide details on information needed and format used to publish on the web site.
- Newspaper advertisement - The solicitation may occur in an established local or state newspaper.
- Local Internet web site - If a municipality has an Internet web site, it may be used.
- Send a solicitation notice to ALL firms that are part of an established roster maintained by the municipality.
 - This roster must contain a minimum of 10 firms, must include all interested and qualified firms, and may not exclude firms based on geographic area.
 - The municipality must send solicitation notices to all firms on the established roster. Example: If the established roster constitutes 25 firms, a notice must be sent to all 25 firms.
 - A copy of the roster used must be documented in the project file.
- Sole Source - See [FDM 8-5-5](#) for more information.
- Small Purchase FDM - See [FDM 8-5-10](#).

20.3 Consultant Selection Committee

The municipality shall establish a consultant selection committee comprised of at least two voting members and a chairperson (e.g. Town Board, Highway Committee or the Public Works Committee.) This committee is responsible for evaluating NOI, interviews, and other information and developing a short list of a minimum of five eligible consulting firms (if five firms are judged to be qualified) based on the firm's responses to objective criteria developed as it relates to the solicited project. Examples of objective criteria include staff availability, staff qualifications and similar work experience.

20.4 Selection

To select a firm for a contract with estimated costs of \$1,000,000 or more, the selection committee is required to conduct interviews with the short list of at least five eligible firms (where possible). This short list must be approved by the DTSD Statewide Consultant Engineer prior to the interviews being scheduled.

These interviews are normally 45 - 60 minutes in length depending on the complexity of the project. Consultants should be given sufficient advance notice (two weeks or more) to prepare for the interview. The interview questions are objective in nature and the same questions are asked of all the potential candidates.

Selection of the preferred consultant at the interviews will be performed by a committee consisting of local representatives, WisDOT region local program contact (not consultant local program manager), and possibly the Statewide Consultant Engineer.

The selection committee must then rank the five or more (where possible) firms in order of preference based on evaluations of the interviews and submitted Notice of Interest forms, if applicable. [Attachment 20.1](#) is a sample consultant interview rating sheet. The selection committee should then notify all consultants in writing of the selection of the preferred consultant.

Interviews are not required to select a consultant for contracts estimated to be less than \$1,000,000. However, if the selection committee is unfamiliar with the potential firms they may elect to conduct interviews to collect additional information prior to ranking. If interviews are not warranted, the selection committee continues to rank firms in order of preference and then notifies all consultants in writing of the selection of the preferred consultant.

Price proposals may not be solicited or obtained prior to consultant selection on federally-funded engineering contracts. Doing so violates the Brooks Act which states consideration of price within the selection process is not in the public's best interest. Selection is based on qualification criteria, not by taking bids.

20.5 Selection Approval

Effective July 1, 2014, the fixed fee for local design contracts will no longer be negotiated with the consultant. As further discussed in [FDM 8-10-10](#), the Statewide Consultant Engineer will determine the fixed fee for these contracts as part of the selection approval process.

- **For contracts less than \$50,000** - Municipalities must submit their choice of the selected consultant to the WisDOT consultant unit supervisor (not consultant local program manager) within their geographic region for review and approval. The region's consultant unit supervisor will then determine the fixed fee for these contracts as part of their approval. Form DT1515 may be used for contracts less than \$50,000, and the consultant unit supervisor will sign this form on behalf of the Statewide Consultant Engineer. The region office will send a copy of the completed approval to the Statewide Consultant Engineer.
- **For contracts of \$50,000 or more** - Municipalities must submit their choice of the selected consultant, using the Local Design Selection Approval Checklist ([DT1515](#)).

The region office will then electronically submit the completed form to the Statewide Consultant Engineer for review, approval, and assignment of the fixed fee via the consultant services approval mailbox: DOTConsultantServicesApproval@dot.wi.gov. WisDOT region offices will notify municipalities upon approval.

20.6 Documentation

The selection process, ranking of consultants, reason(s) for selecting the preferred consultant and identification of the consultant selection committee members including the chairman must be documented and records retained for three years from the completion of the project in accordance with 23CFR172 and then become part of the municipality's permanent project file. Failure to have this documentation will jeopardize federal funding for these projects. Attachments 1, 3, and 4 are examples of consultant selection documentation letters and consultant interview rating sheet.

20.7 Contract Negotiations

WisDOT region local program contact or the consultant local program manager are resources for local governments but are not required to be part of the negotiations.

Negotiations for contracts over \$1,000,000 should include the WisDOT region local program contact and Statewide Consultant Engineer (unless waived).

Contract negotiation procedures are explained in [FDM 8-10-5](#). Depending on project complexity, and the receptiveness of WisDOT and the consultant, negotiations should be substantially completed in one or two meetings. If agreement does not seem imminent, the municipality is required to contact the region office; they will in turn contact the Statewide Consultant Engineer for permission to terminate the negotiations in writing.

The municipality, upon approval, can then invite the second ranked consultant to negotiate a contract. Negotiations with a consultant may not be re-opened after termination.

20.8 Contract Approvals

Contracts less than \$3,000 require the signature of the municipality, the department representative, and the consultant. Region Directors are delegated authority to sign contracts at this level. Contracts of \$3,000 or more require the approval of the Governor's Office. Contracts may not be executed prior to this approval.

Upon contract approval from the Governor's Office, the contract will be executed, and the municipality may

issue a Start Notice to the consultant.

20.9 Contract Amendments

Amending the contract for local units of government is the same as other design engineering services contracts and must be approved and processed in accordance with [FDM 8-20-1](#) and [FDM 8-25-15](#).

Amendments less than \$50,000 require the approval of the DTSD Statewide Consultant Engineer, the consultant and the municipality. Those of \$50,000 or more must be approved by the municipality, the consultant and the WisDOT Contract Manager.

Work or services under a contract amendment shall not proceed until the amendment is signed by all required parties.

20.10 Potential Conflicts of Interest

Consultants hired to manage local programs on behalf of the department shall not contract with any unit of local government within the region they are managing to work on transportation engineering projects with state or federal funding. Fully local-funded work is not considered is this restriction.

See [FDM 8-5-55](#) for more guidance on the role of consultants in managing programs for local governments and examples of situations that are considered conflicts of interest.

20.11 Contract Boilerplates

Boilerplates to be used for local design contracts are in Section 15 of this chapter.

20.12 Progress Report/Performance Evaluation

A monthly progress report, [FDM 8-25 Attachment 1.1](#) must accompany the invoice submitted to the department.

The department, with input from the municipality, prepares a Performance Evaluation Report per [FDM 8-25 Attachment 5.1](#) upon completion of the project. The department will provide a copy of the evaluation to the municipality.

LIST OF ATTACHMENTS

Attachment 20.1	Consultant Interview Rating Sheet
Attachment 20.2	Sample Selection Letter
Attachment 20.3	Sample Non-Selection Letter

FDM 8-5-25 Construction Engineering

July 23, 2015

25.1 Solicitation

General interest in performing construction engineering services for WisDOT is solicited from consultants who are included on WisDOT's Roster of Eligible Engineering Consultants (see [FDM 8-5-45](#)). Only firms on the roster are eligible for construction engineering contracts. Firms awarded preliminary or final design engineering contracts are eligible to pursue construction engineering services for that same project under one (or both) of the following conditions;

- a separate firm is under contract to lead the Construction Engineering effort for that project, who did not have a contract associated with the preliminary or final design of the project (either solely or as part of a joint venture).
- WisDOT employees are leading the construction engineering effort in the field, and design firm staff only provide support for the construction engineering effort.

This policy does not apply to Non-traditional transportation projects covered under the Sponsor's Guide to Non-Traditional Transportation Project Implementation.

Each fall, WisDOT advertises construction projects for the following construction season on the WisDOT Internet web site:

<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/solicitations/prev.aspx>

Included there is a set of scope of services narratives for each region's projects and the normal solicitation procedures for both consultant and WisDOT reference.

DTSD region staff prepare the appropriate documents for each construction package, while local program managers assemble local construction package information. The Statewide Consultant Engineer, DTIM-

Contract Administration Unit (DTIM-CAU) and DBM-Web Support Unit review these documents (due one month prior to the solicitation) before publication.

Once published, consultants interested in being considered for available projects must submit a completed Notice of Interest Questionnaire form (NOI) to WisDOT by the designated deadline date. Instructions on how to complete and submit the NOI are included on the web site.

25.2 Interviews

Construction engineering interviews are held each fall at a forum called the Construction Fair, which typically takes place at a centralized location in the state. Consultants are given a set period of time to present their qualifications and expertise to WisDOT staff. A question-and-answer period follows their presentation.

For the Construction Fair, consultants will not be given the opportunity to interview twice. Therefore, if a consulting firm is considering pursuit of select construction engineering projects through a joint venture; that consulting firm must choose between participating in an interview as a joint venture or interviewing solely as a stand-alone firm with the primary intent being to represent that firm in the interview. Joint Venture qualifications can be presented by a consultant at their individual interview.

25.3 Selection Approval

A region selection committee, led by the Consultant Unit Supervisor, makes recommendations for consultant selections based on:

- Consultant responses to Construction Notification of Interest Questionnaire
- Firm performed preliminary or final design engineering work on the project (normally not eligible to compete for construction engineering contract)
- Annual construction interviews
- Roster of Eligible Engineering Consultants
- Construction Consultant Performance Evaluations
- Consultant workload and contract award analysis
- WisDOT Disadvantaged Business Enterprise goals
- Other relevant information as appropriate. This may include survey questionnaires, Requests for Proposal (RFP) (see [FDM 8-5-40](#)), direct inquiries regarding staff availability and experience, interest, policies, and qualifications. Contacts with former clients or other reference checks can also be made. The following information may be collected, especially if the information is not clearly shown in the firm's NOI for the particular project:
 - General
 - Professional registration of the firm and staff
 - General experience and professional expertise
 - Education of pertinent staff
 - Staff size, availability, current workloads
 - Familiarity with WisDOT requirements
 - Proximity of office to project location
 - Specific Relevant Experience With
 - Traffic control planning
 - Surveying
 - Construction management
 - Other
 - Knowledge of project and experience with similar projects
 - Anticipated scheduling of work activities
 - Probable staff assignments
 - Previous performance - quality and timeliness
 - Capacity to handle additional work

Firms prioritize their projects on their NOI, but regions may select firms for a project not listed on their submittal in order to maximize consultant industry resources.

The region selection committee then submits their recommendations to the Statewide Consultant Engineer. The region Consultant Unit Supervisors, DTSD Local Program/Consultant Section Chief, and Statewide Consultant

Engineer review the recommended firms' current WisDOT workload and examine how key consultant staff are distributed to projects around the state. See [Attachment 25.1](#) for selection approval process.

The consultant services engineer will create a statewide list of available project engineers based on firm NOI submittals and input from the region consultant unit supervisors. The list will include the project engineers identified on firm NOI submittals and the qualifications of each project engineer will be determined by region staff. When a project engineer is selected the project package and ID number and will be documented on the list.

When the selected project engineer of a previously advertised project becomes unavailable the second ranked individual will be chosen. If the second ranked individual is also unavailable the third ranked individual will be chosen. If both the second and third ranked individuals are unavailable the region consultant supervisor and WisDOT project manager will select a new project engineer from the statewide list of available project engineers based on project engineer availability and qualifications. New selections must be approved by the Statewide Consultant Engineer.

Volatility in the construction program may change the makeup and number of improvement projects needing consultant staff. The Statewide Consultant Engineer approves any selections for construction contracts outside of the original list of projects used in the annual interview process. Regions must submit a consultant selection approval request to the Statewide Consultant Engineer for these contracts.

Firms interviewing with the region needing construction engineering services may be selected for new projects without advertisement. Regions must solicit for interest on the new contracts if they do not wish to select a firm that interviewed with their staff during the annual process.

25.4 “Turn-Key” Engineering

WisDOT does not normally advertise contracts to hire a firm to complete both the design and construction engineering on a highway improvement project. This practice is not prohibited as long as the initial advertisement clearly defines the work to be completed on the consultant contract. The WisDOT Contract Manager must approve the use of “turn-key” engineering on a contract prior to advertising.

The selection criteria used to award this type of contract must consider a firm's ability to provide both types of engineering services.

25.5 Documentation

The selection process, ranking of consultants, selection committee members, chairman and reason(s) for selecting the preferred consultant must be documented and records retained. In the event any litigation, claim, negotiation, audit, or other action involving these records has commenced prior to expiration of three years, the records must be retained until all issues are resolved.

25.6 Contract Approval

Construction contracts estimated at \$3,000 or more must follow the approval procedures as published in [FDM 8-20-1](#).

The Transportation Region/Bureau Director or designee approves contracts estimated at less than \$3,000 after the consultant has signed them.

25.7 Contract Amendments

Amendments to construction contracts are allowed. Refer to [FDM 8-20-1](#) under “Contract Amendments” for additional information.

25.8 Web Resources

WisDOT staff can view the Consultant Services web page for more information on internal contracting processes.

LIST OF ATTACHMENTS

[Attachment 25.1](#) WisDOT Construction Engineering Services Selection Process

FDM 8-5-30 Master Contracts

May 18, 2020

Master contracts are agreements between WisDOT and consultants to provide specified engineering and related services during a given period of time (see [FDM 8-5-2](#)). This method of procuring consultant services is authorized under Wisconsin Statutes s. 84.01(13).

Master contracts are not encumbered upon signature like other consultant contracts. Payments to consultants do not occur until a project-specific agreement, called a work order, is executed. Work orders are similar to other consultant contracts in many respects. See the “Negotiation and Pricing” section of this procedure and [FDM 8-20-1](#) for information on the negotiation, submittal and approval of work orders.

There is a maximum amount of work associated with each master contract but no guarantee of a minimum amount of work. For example, receiving a \$500,000 master contract does not necessarily mean the consultant will receive \$500,000 in work order over the length of the contract. WisDOT reserves the right to use master contracts as little or as much as possible, depending upon the needs of the Department.

30.1 Full Service Masters

Full service engineering master contracts may include all of the services or an individual service, which 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 work and vice versa, work for construction engineering and design engineering are separated into different master contracts.

Work orders may be issued to perform full scope design or construction engineering services on a project or just a small task or subpart of the work on the project. To the extent that firms with full service contracts are qualified, work orders may be issued for design or construction related specialties.

Work to be performed under full service engineering contracts may not be done on a three-party basis and is limited to work on state highways.

Regions and statewide bureaus are responsible for monitoring full service master contract usage to ensure work orders are not issued in excess of the designated amount of the master contract group. The Contract Administration Unit will account for work orders issued under master contracts and make reports available to WisDOT staff showing master contract usage and balances.

30.2 Statewide Specialty Master Contracts

Statewide specialty master contracts are used for those activities managed by DTSD statewide bureaus such as photogrammetry, hazardous materials remediation, and landscape architecture.

Contracts may also be managed on a statewide basis because it is more efficient for some specialties, such as landscape architecture, for which there may be little work in any one region.

DTSD Central Office bureaus manage their master contracts and coordinate the issuance of work orders for improvement projects otherwise managed by region offices. To maintain department-wide control over some types of work, master contracts for specialties such as photogrammetry, and hazardous material.

30.3 Master contract work types

Types of work typically performed under master contracts include:

Type of Work	State Wide Specialty	Full Service Design	Full Service Construction
Business Opportunity & Equity			
Technical Assistance	X		
One on One Mobilization	X		
Legal Assistance	X		
Outreach and Marketing Services	X		
Structures			
Bridge Deck Surveys	X		
Shop Inspection of Structural Steel	X		X
Structure Plans and Design	X		
Sign Structure Inspection	X		
Underwater Dive Inspection	X	X	X
Complex Structural Analysis, Rating, and Special Evaluation	X		
Bridge Deck Survey	X		

Type of Work	State Wide Specialty	Full Service Design	Full Service Construction
Technical			
Geotech/Pavement Structure Investigation	X	X	
In-Plant Inspection of Pre-Stressed Girders	X		X
Photogrammetric Services	X		
Height Modernization Program – Geodetic Services	X		
Utility Coordination	X	X	X
LiDAR Services	X		
Archeological Investigation	X	X	
Stormwater Engineering	X	X	X
Historic Survey	X	X	X
Survey	X	X	X
Real Estate			
Reasonable Access Studies	X		
Appraisal Services	X		
Traffic Operations			
Freight Operations and Planning	X		
Traffic Engineering Infrastructure Design	X	X	
Traffic Engineering Services	X	X	
Traffic Data Collection	X	X	
Traffic Analysis & Design	X	X	
IT & Electrical System Design	X	X	
Traffic Safety	X		
Traffic Incident Management	X	X	X
Design			
Preliminary Engineering		X	
Roadway Design		X	
Drafting		X	
Right of Way Services		X	
Landscape Architecture	X	X	
Structure Design		X	
Plan Review		X	
Feasibility Studies		X	
Roundabout Design	X	X	
Construction Engineering			
Construction Management			X
Inspection			X
Materials Testing			X
Review Construction Finals			X
Program Management			
Local Program Management	X		

30.4 Solicitation and Selection

30.4.1 Full Service Design and Statewide/Region Specialty Masters

Solicitation for full service design master contracts is conducted in the spring of even numbered years, as part of a bimonthly design/related services solicitation on the WisDOT web site:

<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/solicitations/default.aspx>

Statewide and region specialty master contracts are also included in bimonthly design/related services Internet solicitations. They may occur at any time of the year. Consultants interested in being considered for full service or specialty master contracts will complete and return a Notice of Interest Questionnaire, provided at the above web site. See [FDM 8-5-15](#).

Selection of consultants for full service and specialty master contracts will be done in accordance with guidelines for regular design contracts. See [FDM 8-5-15](#).

30.4.2 Full Service Construction Engineering

Full service construction engineering master contracts are advertised annually in the fall, along with all other construction work for the following season. Interested consultants complete and return a Notice of Interest Questionnaire including their preference for master contracts. Qualified consultants are interviewed by WisDOT staff at a central location. The interview list will be published at the WisDOT web site including firm's name, region that wishes to interview, time and location of interview.

Upon selection, regions will notify the Statewide Consultant Engineer for review and approval prior to notifying the selected firm. WisDOT or region staff will then send a letter to each firm they have interviewed, informing them of their selection or non-selection of their services.

30.5 Negotiation and Pricing

Negotiating terms for master contracts are similar to those for other contracts (see [FDM 8-10-1](#)). Items typically negotiated under a master contract include response time, Department and consultant responsibilities, work specifications, elements of work order pricing, consultant staffing classifications and wages, profit, equipment costs and set-up costs.

Pricing of work orders under master contracts should also be consistent with guidelines for pricing other consultant contracts. Work order basis of payment may be lump sum, cost plus fixed fee, specific rate of compensation, or cost per unit of work. Unit prices for "specific rate of compensation" and "cost per unit of work" work orders may be negotiated when the master contract is developed and included within the terms of the special provisions. "Lump sum" and "actual cost plus fixed fee" work orders are negotiated individually and must have fee computations similar to those required for regular contracts. See [FDM 8-10-30](#).

To the extent possible, understandings reached regarding elements of costs to be included in work orders such as fixed fee percentages and direct cost limitations should be included within the master contract.

30.6 Master Contract Periods & Limits

Master contract periods should not exceed two years (without permission from the WisDOT Contract Manager) and may not be more than \$2 million each. With approval of WisDOT DTSD Administrator and WisDOT Contract Manager, an individual Master Contract limit can be no more than \$3 million each. Amendments extending the master contract period up to six months may be requested only in special circumstances and must be approved by the WisDOT Contract Manager.

Work orders issued under master contracts may not exceed the total amount of the original master contract. Unused balances from work orders cannot revert back to the master contract amount available. Canceled work orders may be reversed and added back in if the WisDOT Contract Administration Unit is notified of the work order cancellation.

Amendments to master contracts increasing the master contract amount are subject to approval of the Governor.

Individual work order amounts shall not exceed \$400,000 without prior approval of the Statewide Consultant Engineer.

Work orders may not be executed after the expiration date of the master contract, but the project work included on the work order does not need to be completed before the master contract expiration date.

30.7 Master Contract Groups

In most situations, it is advantageous for WisDOT to enter into master contracts with multiple consultants for the same type of work. By having more than one consultant under master contract for the same type of work, the Department may be able to achieve improved delivery of services provided by consultants. Master contract groups provide project development staff with options when issuing work orders on specific items of work.

Regions must justify their decision to use a single master contract based on the criteria shown below. In order to avoid unnecessary delays, regions and bureaus should seek prior approval of the use of single master contracts from the WisDOT Contract Manager.

While laws and regulations prohibit open price competition on engineering contracts, they do require states to

negotiate a reasonable price. If the government is unable to reach terms on a reasonable price with the number one consultant on a typical contract, it can terminate negotiations with the initially selected firm and attempt to negotiate a fair price with the second-ranked firm on the short list. Awarding a master contract to only one consultant can leave the government at a disadvantage when negotiating the scope and price of individual work orders. While a work order can be negotiated with the consultant under master contract with minimum effort, going to "number two" would require that the contract go through the entire solicitation, selection and approval process.

Master contract groups should be used to award master contracts for similar work to more than one consultant unless one of the following criteria are met:

- The price per deliverable can be clearly negotiated under the master contract and work order pricing will be on a cost-per-unit basis such as surveying, materials testing, etc.
- Contracts where hourly rates can be established in the contract and the department directly controls/monitors the consultant's work on a daily basis such as review of construction finals or inspection staff to work under direction of WisDOT project engineer.
- It is not practical to have more than one consultant under master contract such as in-plant materials inspection or local program management. For these types of contracts, the scope of services and contract pricing is well defined under the master contract. A master contract with work orders provides a more accurate mechanism for matching encumbrance and payments with the proper projects. The alternative to a master contract in many of these situations would be a broadly scoped regular contract providing less control and oversight than a single master contract.
- There are other adequate alternatives to use as leverage when negotiating, such as an interagency agreement with the UW campus or the State Historical Society. When specialty master contracts are used for services that could be performed under a full-service master contract, the full service master contract can serve as the second contract in the specialty group.
- There is only one consultant with the necessary technical expertise available.

30.8 Master Contract Group Work Order Maximum

When a master contract group is used, its work order maximum is equal to 80% of the maximum amounts for all master contracts in the group. The group maximum represents the total expenditure authority approved by the governor for all master contracts under the group.

Example:

<i>Department's Master Contracts</i>		Master Contract Maximum	Maximum Work Order Usage per Contract
Group	Master Contract with Firm A	\$1,000,000	\$1,000,000
	Master Contract with Firm B	\$1,000,000	\$1,000,000
	Master Contract with Firm C	\$1,000,000	\$1,000,000
Group Total		\$3,000,000	
Master Contract Group Total Expenditure Authority			\$2,400,000 (80% of \$3M Group Total)

Each master contract within the group may encumber work orders totaling the entire amount of its expenditure authority. The total amount of work orders written against the master contracts, however, can be only 80% of the total authority of the master contract *group* as a whole.

This does not mean that each master contract can use only 80% of its total expenditure authority. Using the example given above, the Department may choose to use all \$1,000,000 of Firm A's master contract. That would mean the Department would be limited to encumbering a total of \$1,400,000 in work orders for Firm B and Firm C's master contracts combined.

This work order limit allows WisDOT to maintain leverage in work order negotiations as individual firms reach their master contract maximum. The situation may arise where one of two firms under master contract with a region reaches their master contract maximum. The other firm under master contract then has leverage over the region when negotiating work orders because the Department may not have other options to complete the work in a timely manner.

30.9 Master Contract Group Approval Guidelines

All master contracts within a group should be submitted for approval at the same time. When submitting and administering master contract groups for engineering work, DTSD region and Central Office staff should adhere to the following rules:

- All master contracts with a group should have a unique Master Contract ID. Contact DTSD Consultant Services Section for assignment of Master Contract IDs. DTSD Consultant Services Section assigns Master Contract IDs at selection.
- The work order maximum must be established for the group when it is submitted for approval. The group total may not exceed 80% of the total value of all master contracts included within the group.
- All master contracts within a group will be required to expire on the same date. The element of competition does not exist if some contracts are allowed to expire while others remain open.
- There should be at least two master contracts within a group that have balances adequate to issue a typical work order. If there is only one contract left with a reasonable balance, the use of the group must be discontinued or an amendment to a low balance contract must be requested and approved.
- WisDOT staff will be responsible for ensuring that total work orders encumbered against each master contract and each master contract group do not exceed the set maximums.
- Work orders that exceed the master group limit must be approved by the Contract Manager. Exceptions may be approved by the Contract Manager on an individual basis or by increasing the group limit for the remainder of the master contract period. Work orders must remain within the contract maximum of individual master contracts.

30.10 Limitations on Master Contract Usage

A total of 25% of the statewide consultant budget for transportation regions can be written annually in work orders under specialty and full-service master contracts. Work orders written against statewide full service or specialty master contracts on region projects do not count against the dollar limit for regions.

30.11 Impacts of Work Orders on Contract Selection

Firms completing detailed scope and cost estimates for a phase of a design project under work orders for one contract are not eligible to compete for other contracts covering that design phase. This practice is a conflict of interest and gives master contract firms a distinct advantage over WisDOT when negotiating the scope and cost estimates of the design work.

Full service work orders cannot be used to get firms working on a project going through the normal selection process before the selection process for the consultant contract has been completed. WisDOT staff can receive permission from the WisDOT Contract Manager to execute work orders that focus on project work outside of the scope of the pending contract.

30.12 Monitoring Master Contract Balances

Regions and Central Office bureaus are responsible for monitoring the amount of work orders being written against their Master contracts. The Contract Administration Unit can provide reports to regions that show the remaining balance on their master contracts, including Master Contract Group work order limits.

30.13 DBE Goals and Usage

Disadvantaged Business Enterprise (DBE) goals are established only for federally-funded projects. As a result, DBE goals are applied at the work order level and not on master contracts.

DBE goals for federally-funded work orders will be the same as for federally funded contracts. Any waiver of that goal for a work order needs to be approved by the Statewide Consultant Engineer in consultation with the WisDOT Civil Rights and Compliance Section.

30.14 Work Order Documents

Documents are available at:

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

See [FDM 8-20-1](#) for more information on work orders.

30.15 Work Order Selection

The DTSD Local Program and Consultant Unit approves the recommended firms to be used under full service master contracts before work orders can be negotiated. The region/bureau supervisor should review selection of firms for specialty work orders.

30.16 Web Resources

WisDOT staff can view the Consultant Services web page for more information on internal contracting processes.

FDM 8-5-40 Request for Proposal

July 23, 2015

40.1 Definition

A Request for Proposal (RFP) is a procurement method used to solicit interest and determine selection of vendors based on a pre-determined set of criteria. These criteria may include staff qualifications, organization capabilities, ability to perform technical requirements of the proposed project, experience in performing similar projects and ability to meet projected completion date. References may also be a component of the RFP.

40.2 When to Use an RFP

The RFP process is an optional activity that may be used to develop a short list of consultants to consider for a project. See [FDM 8-5-1](#) for an explanation of how the RFP process fits into the overall consultant selection process.

An RFP is used when the responsible party for a project prefers to solicit additional information from an existing roster of vendors and/or to develop a roster of interested vendors for a specific project from which selection will be based. An RFP may also be used to assist in the short listing of vendors in the selection process of contracting.

RFPs may be used regardless of Qualification Based Selection (QBS) applicability; however, the process differs slightly from non-QBS proposals.

40.3 Qualification Based Selection

Qualification Based Selection (QBS) is a process defined by the "Brooks Act" (Public Law) whereby at least three firms are selected in order of preference based upon qualification criteria. QBS establishes the procurement process by which architects and engineers are selected for design or construction engineering contracts with federal funded design and construction agencies. The intent of the "Brooks Act" is that consideration of price within the selection process is not in the public's best interest; thus, price is not a factor in the selection process.

40.4 When to Use QBS

Qualification Based Selection applies to all engineering and design related service contracts under ss 84.01(13) which are financed with federal-aid highway funds. This includes both two- and three-party federally funded projects. These services include program management, construction management, feasibility studies, preliminary engineering, design engineering, surveying, mapping or architectural related services. QBS is the preferred method for non-federally funded three-party contracts; however, an alternate selection process may be used when there exists a local ordinance which permits an alternate procedure.

40.5 Solicitation Options

Available options for solicitation of RFPs include:

- WisDOT Roster of Eligible Engineering Consultants.
- Advertisement of project, those who respond as being interested are mailed a copy of the RFP.
- Solicitation via the WisDOT Internet web site. For a schedule of bimonthly publication dates, see

<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/solicitations/sched.aspx>

40.6 Process

1. Determine if a Request for Proposal is the appropriate solicitation method to be used as a result of additional information being requested which cannot be accomplished through the bimonthly design Notice of Interest Questionnaire.
2. Determine what the project and funding source is and determine if QBS applies.
3. General interest is solicited for performing the work via advertisement. Responding consultants are ranked based on evaluation of their qualification statements submitted with their letters of interest. Proposals are then requested from the three highest ranked firms. Proposals are then scored; however, contract pricing is not included if QBS applies.
4. If QBS does not apply, proposals are then scored and may include contract price.

5. Approval must be received from the Statewide Consultant Engineer (DTSD regions/bureaus) or DTIM Administrator (DTIM bureaus), regardless of the project's dollar level, prior to negotiations with the selected proposer.
6. When requesting a proposal, be sure to allow sufficient time for consultants to prepare and submit their proposals.
7. Agencies must retain all documentation of the proposal, evaluation and selection of the consultant.
8. Approval of written contracts resulting from the RFP process must be in accordance with FDM approval procedures.

40.7 Guidelines for an RFP

See [Attachment 40.1](#)

40.8 Example of an RFP

See [Attachment 40.2](#)

LIST OF ATTACHMENTS

- | | |
|---------------------------------|--------------------------------------|
| Attachment 40.1 | Guideline for a Request for Proposal |
| Attachment 40.2 | Sample Request for Proposal |

FDM 8-5-45 Eligible Consultants

July 23, 2015

Consultants desiring eligibility to perform engineering and related services on WisDOT administered projects must:

1. Hold a current Certificate of Authorization to practice professional engineering in the State of Wisconsin (per ss. 443.08). The certificate is acquired from the Wisconsin Department of Regulation and Licensing at (608) 266-5511. Sole proprietorships are not required to obtain this license. Individual PE licenses are not an acceptable substitution.
2. Biennially register their qualifications and experience by completing WisDOT's Consultant Report Form DT1538. The report is available on the WisDOT Internet website:

<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rgistr/default.aspx>

Instructions for completing the form are included at the end of the report.

3. Have certified ownership of or access to the following:
 - WisDOT - Construction and Materials Manual
 - WisDOT - Facilities Development Manual and Updates
 - WisDOT - Bridge Manual and Updates
 - WisDOT - Standard Specifications for Highway and Structure Construction1
 - FHWA - Manual on Uniform Traffic Control Devices
 - WisDOT- Supplemental to FHWA Manual on Uniform Traffic Control Devices
 - AASHTO - "Roadside Design Guide" and "A Policy on Geometric Design of Highways and Streets"

Firms with access to electronic versions of these manuals are not required to purchase paper copies.

4. Have submitted a current Consultant Financial Report to the Department in accordance with [FDM 8-5-47](#).

Once a firm meets these requirements, they are eligible to apply for any project WisDOT advertises. There is no prequalification process by work type. WisDOT staff will determine the qualifications of firms on a project-by-project basis. Firms awarded preliminary or final design engineering contracts are not eligible to compete for the construction engineering contract on that same project. This policy does not apply to Non-traditional transportation projects covered under the Sponsor's Guide to Non-Traditional Transportation Project Implementation.

45.1 Roster of Eligible Engineering Consultants

WisDOT's "Roster of Eligible Engineering Consultants" provides an alphabetical listing of all registered and qualified consultants without ranking. Transportation regions and local units of government use this roster during

the selection process described in [FDM 8-5-55](#). The roster is updated and published on the Internet at:

<https://wisconsin.gov/Pages/doing-bus/eng-consultants/cnslt-rgistr/roster.aspx>

It contains the name, address, and type of services offered by each firm.

Firms must be on the Roster of Eligible Engineering Consultants to be parties to preliminary/final design engineering or construction management contracts. Consultants completing specialty work such as surveying, environmental/hazardous materials, landscape architecture, historical preservation and planning studies such as the scenic byways program are not required to be on the Roster. Firms working only as subcontractors on WisDOT contracts are not required to be on the Roster.

Firms on the Roster must submit an updated version of Form [DT1538](#) to WisDOT by February 15th of each even-numbered year to remain eligible for construction and design engineering contracts. Firms not on the Roster can submit Form [DT1538](#) at any time to gain eligibility, if the rest of the registration process is completed.

The information published on the Roster is based on the submitted Form [DT1538](#). Consultants who wish to change their address, e-mail address or contact information must electronically re-submit the entire [DT1538](#) form to WisDOT.

The firm e-mail address provided on [DT1538](#) is used for general communications and special notifications. To be regularly notified of web site updates, sign up for the web publication notification list.

The general and web notification e-mail addresses may be the same or different, but only one of each per firm is maintained. Both addresses may receive an e-mail message from WisDOT when significant publications or changes in policy occur.

The form can be obtained by e-mail request to DOTConsultantServicesApproval@dot.wi.gov or on the Internet at:

<https://wisconsin.gov/Pages/doing-bus/eng-consultants/cnslt-rgistr/notify.aspx>

Instructions for submitting the form are also available at that site.

Consultants will receive an e-mail receipt when they have submitted Form [DT1538](#) but will not receive any formal notification of their eligibility. Firms not listed on the Roster published at the web site above should send inquiries about their eligibility status to DOTConsultantServicesApproval@dot.wi.gov.

Consultants who wish to change their address or contact information must electronically re-submit the entire [DT1538](#) form to WisDOT.

45.2 Certificates of Insurance

WisDOT contracts require firms under contract to have current Certificate(s) of Insurance on file with the Department. The Insurance Requirements section of the contract boilerplate outlines the types of amounts needed (see [FDM 8-15-1](#)). These certificates do not need to be submitted with every executed contract, nor with the annual registration materials. The certificates are also not required to be part of the Roster of Eligible Engineering Consultants.

It is, however, each firm's responsibility to ensure that the Department has an updated certificate(s) of insurance on file at the time of contract execution. Contact the WisDOT Contract Administration Unit to inquire about the status of your firms' certificate(s) of insurance by e-mail at DOTConsultantServicesApproval@dot.wi.gov.

45.3 Consultant Extranet

Firms are required to use the ESubmit application accessible through the extranet to upload Notice of Interest forms (NOIs) for construction and design solicitations. More information on ESubmit is available at:

<https://wisconsin.gov/Pages/doing-bus/eng-consultants/solicitations/esub.aspx>

45.4 Web Resources

WisDOT staff can view the current [DT1538](#) form for each firm on the Roster of Eligible Engineering Consultants on the Consultant Services website.

FDM 8-5-47 Consultant Financial Report

July 23, 2015

The Consultant Financial Report facilitates the establishment of an indirect cost overhead rate for consultants who work with WisDOT. It also provides information used during contract negotiation and subsequent audit processes.

Consultants must submit a Consultant Financial Report annually to the Department in order to be an eligible

consultant under [FDM 8-5-45](#). The report may also be required from consultants who are not on the Roster of Eligible Consultants, as a condition of selection (prior to execution of contracts) for WisDOT work open to all consultants.

Prime consultants and subconsultants must submit a Consultant Financial Report within five months of the consultant's fiscal year end for each year in which the consultant or subconsultant is paid under a WisDOT contract based on actual cost.

47.1 Submittal of Forms

Firms on the roster of Eligible Engineering Consultants must submit their Consultant Financial Report to the Department within five (5) months of the end of the consultant's fiscal year.

The report includes a Management Representation and Certification Letter, a Questionnaire, a Schedule of Indirect Costs, and Instructions for submitting the forms. The documents are available on the internet at:

<https://wisconsin.gov/Pages/doing-bus/eng-consultants/cnslt-rgistr/fncl-rpt.aspx>

Firms not on the Roster of Eligible Engineering Consultants must submit a Report as part of the registration process (see [FDM 8-5-45](#).) The Report should be based on the most recent financial data that is available.

Failure to file the Report or filing an inaccurate or incomplete Report will result in a consultant being considered ineligible for selection to work for the Department until such time as accurate and complete forms are filed.

Electronic submittals of the Consultant Financial Report will not be accepted. Do not submit form DT1538 (Consultant Report) with your financial information. If you have not supplied WisDOT with your DT1538 for the biennium, refer to information at:

<https://wisconsin.gov/Pages/doing-bus/eng-consultants/cnslt-rgistr/report.aspx>

for instructions on how to submit that information.

47.2 Startup Firms

New firms (does not include firms created as the result of a merger/acquisition/spin-off of existing firms) should submit the financial report based on pro forma rather than historical data. Firms whose historical data does not represent a complete year of full operation may request permission to use pro forma data for an additional year after startup. Contact the Audit Supervisor at (608) 261-6270 for assistance or questions on the financial report.

47.3 Firms with Changes in Entity

Firms whose entity changes due to merger, acquisition or spin-off of significant business segments or subsidiaries must submit a Consultant Financial Report within ninety (90) days for the new entity based on historical financial information of the entities affected by the transaction resulting in the change. New entities created through a merger or spin-off should use historical financial information of predecessor entities as the basis of pro forma information in the Consultant Financial Report.

When an entity contracting with WisDOT is acquired by another entity, the acquiring entity must submit a Consultant Financial Report for the acquiring entity to be eligible for selection.

When gross revenues of an acquired or spin-off entity exceed 25% of gross revenues of the acquiring/surviving entity, the Consultant must submit a revised Consultant Financial Report reflecting indirect cost and accounting disclosures of the surviving entity within ninety (90) days of the closing of the applicable acquisition/spin-off transaction.

47.4 Acceptance

Firms will receive e-mail notification when their financial report has been accepted. Firms may then use the rates submitted on the financial report on WisDOT contract proposals.

Only firms receiving formal notification of acceptance, via the e-mail address listed on the financial report, may propose using their submitted rate.

Overhead rates submitted on financial reports are considered unaudited and are subject to review upon contract submittal.

FDM 8-5-50 Disadvantaged Business Enterprise (DBE) Program

December 18, 2015

The Disadvantaged Business Enterprise (DBE) Program's goal is to increase participation of firms owned by disadvantaged individuals in all federal aid and state transportation facility contracts.

The program started with the Surface Transportation Assistance Act of 1982. The act set a national goal of

placing at least 10% of federal highway and transit funds with persons who qualify as disadvantaged small business operators. A subsequent act in 1987 included women. Federal regulation 49 CFR Part 26 for the Disadvantaged Business Enterprise Program became effective March 9, 1999. The regulations substantially revised annual DBE goal planning and related methodologies from their previous versions. A flowchart summarizing the tasks and responsibilities for solicitations and contracts with DBE goals is included as [Attachment 50.1](#).

For mega projects, the Office of Public Affairs (OPA) has developed information relating to DBE and Small Business management and reporting for mega projects, refer to the DBE and Small Business Responsibilities, Management and Reporting section within chapter 9 (management systems) of the Mega Projects Guidelines manual website found at:

<https://wisconsin.gov/rdwy/mega/pubinvolve.pdf>

50.1 DBE Qualifications Criteria

To become eligible as a DBE firm, a small business must be at least 51% owned, operated and fully controlled on a daily basis by a member or members of the following groups: African and Native Americans, Hispanic, Asian-Pacific and Asian-Indian Americans, women, and individuals found to be socially and economically disadvantaged as defined by the Small Business Act under the 8(a) program.

The Wisconsin Department of Transportation (WisDOT) may determine that individuals who are not members of the above groups may be socially and economically disadvantaged. WisDOT makes such determinations on a case-by-case basis.

50.2 DBE Certification Process

To participate in WisDOT's DBE programs, a firm must first become certified by requesting a certification application. The DBE Coordinator at the Transportation Region office closest to the firm's headquarters will help collect initial certification information. Out of state firms must contact WisDOT's DBE Office and are also required to be DBE certified by their home state.

Certification of DBE firms is performed by the WisDOT Civil Rights and Compliance Section. Firms certified by Wisconsin municipalities can participate in WisDOT's DBE program. A directory of certified firms can be obtained at:

<https://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>

50.3 DBE Goal Setting on Federally Funded Consultant Contracts

DBE Program Regulations (49 CFR Part 26) require that state transportation departments adopt and annually review an approach to DBE goal setting that includes race/gender neutral and race/gender conscious measures to achieve overall DBE goals.

WisDOT's current DBE program goal methodology considers the number of active firms (both DBE and non-DBE), past DBE achievements and adjustments for other factors. WisDOT works with the consultant industry to set its annual goal. DBE goals are enumerated in contract cover/signature pages so WisDOT can meet its annual program goal.

When a DBE participation goal is assigned to a contract, it is considered a race/gender conscious measure. The DBE participation percentage goal listed on the contract cover/signature page applies if a non-DBE firm is selected for a two or three-party design contract over the minimum contract amount for DBE goals, which is also stipulated on the cover/signature page.

Race/gender neutral measures occur when DBE subconsultants work on contracts without participation goals, a DBE firm is selected as a prime consultant, or DBE participation exceeds the goal set forth in the contract language. For example, if a contract requiring 20% DBE subconsulting achieved 25% participation, then the first 20% of DBE participation is race-gender conscious while the 5% additional participation is considered race/gender neutral. When DBE firms are selected as prime consultants, the full amount performed by all DBE firms on the contract is considered race/gender neutral.

WisDOT is responsible for making a good faith effort in achieving DBE goals. If the requirement is not achievable, the WisDOT DBE Office must review and approve an exception to the requirement prior to contract execution. Upon approval, a special provision indicating such must be written into the contract reflecting this modification to the DBE requirement.

The WisDOT Civil Rights and Compliance Section and the Statewide Consultant Engineer, together with industry stakeholders, are committed to evaluate the status of DBE participation data on a regular basis to determine if annual or interim adjustments to race/gender conscious or race/gender neutral measures are

necessary.

Contract goals to achieve WisDOT DBE goals are reviewed on a periodic basis to ensure the department is meeting its objectives. Contact the Statewide Consultant Engineer for current policies on contract goals.

50.4 State and Local DBE/MBE/WBE Requirements

While WisDOT is committed to contracting with DBE participants on all contracts, only federally funded contracts have DBE requirements. WisDOT is permanently enjoined from setting and implementing goals for DBE subcontractor participation in construction projects that are not funded primarily by the federal government. The permanent injunction remains in effect until revoked or modified by an appropriate court.

Some communities have their own requirements for Minority Business Enterprises (MBE) or Women Business Enterprises (WBE). Local units of government that have their own DBE, MBE or WBE programs cannot impose or refer to the goals of those programs in WisDOT contracts.

Questions regarding use of Disadvantaged Business Enterprise firms may be directed to the Central Office of DBE at 608-266-6961 or the Statewide Consulting Engineer at 608-267-9390.

50.5 DBE Commitment Form (DT1029) and Instructions

DBE commitment forms are required to be submitted to the Department by the PRIME CONSULTANT for all contracts, work orders, and amendments with DBE participation or removal (prime or sub) - regardless if a DBE goal is established or not. A flowchart is included as [Attachment 50.1](#). Instructions for the DBE commitment form ([DT1029](#)) are in [Attachment 50.2](#) and examples of various scenarios are in [Attachment 50.3](#).

50.6 Termination or Reduction of Services of DBE Subconsultant

A DBE consultant may be terminated, or its services reduced, for reasons set forth in 49 CFR 26.53(f):

http://www.ecfr.gov/cgi-bin/text-idx?SID=6ce41c664eeb65472626c63db72f63a5&mc=true&node=se49.1.26_153&rgn=div8

Upon making a decision to terminate a DBE subconsultant the prime consultant must send the affected DBE subconsultant(s) and Department a notice stating the reason(s) for termination. Upon receiving the termination notice the DBE subconsultant has five days to respond to the prime consultant and appeal to the Department to halt the termination. Upon termination of a DBE subconsultant, the prime consultant has seven days to replace the DBE subconsultant to meet any required DBE subcontracting goals unless the Department grants a DBE Goal Waiver.

LIST OF ATTACHMENTS

Attachment 50.1	Flowchart for Solicitations and Contracts with DBE Goals
Attachment 50.2	Instructions for DT1029 Form
Attachment 50.3	Examples of Various Scenarios

FDM 8-5-55 Consultants in Management Roles

June 24, 2016

WisDOT contracts with consultants to provide management roles for WisDOT projects. The selection process for securing these services is the same as for other engineering services.

55.1 Federal Approval

Prior to solicitation, WisDOT projects which are federally funded must first receive approval from Federal Highway Administration to use consultants in this role. FHWA typically limits these types of contracts to situations where unique or unusual circumstances exist and when WisDOT has provided adequate justification. This justification prepared by WisDOT will include the scope of service, address potential conflict of interest, confidentiality of data and cost effectiveness. A copy of the solicitation advertisement must accompany the justification.

Upon approval, WisDOT may proceed with solicitation. A copy of the FHWA approval must be forwarded to the WisDOT Contract Manager and the Statewide Consultant Engineer.

FHWA has provided programmatic approval to continue using consultants in management roles (management consultants) for local programs in a January 20, 2016 e-mail ([Attachment 55.1](#)). This approval is valid until expressly revoked by FHWA.

55.2 Consultant Management Roles in Local Government

Management consultants are prohibited from doing work for local programs that they manage. Some local governments have a consultant on retainer to act as the city engineer and in essence is considered the local government's full time public employee. Selection of such firms on federally funded projects is considered a conflict of interest under 23 CFR 1.33 when:

- The engineer under retainer performs administrative functions for locals which involve either selection and/or negotiation for a potential contract or actual administration of an executed contract.
- The consulting engineer under retainer is a member of, or advisor to a selection committee for a contract for which the consulting engineer is being considered.
- The consultant under retainer is an employee of the consulting firm representing the locals in negotiating a contract with his/her own firm.
- The consultant under retainer as the municipal engineer is named as the municipal representative in charge of a contract with the consultant's own firm.

55.3 WisDOT Approval

The statewide consultant engineer and the contract unit manager must approve the request prior to submitting it to FWHA for approval.

LIST OF ATTACHMENTS

[Attachment 55.1](#) Management Consultant Approval Email Record

Testing Services Allowed to be Performed by Consultants

TASK ¹	Consultant works for WisDOT and contractor on same contract	Consultant works for contractor only	Consultant works for WisDOT only	Consultant works for WisDOT and contractor on same contract with WisDOT Project Engineer	Remarks
Tests for Concrete Pavement					
Concrete Mix Design	A	A	A	A	All mix designs are reviewed by WisDOT
Aggregate Gradation	NA	A	A	NA	
Aggregate- Material finer than No. 200 Sieve	NA	A	A	NA	
Flat and Elongate Aggregate Particles	NA	A	A	NA	
Aggregate Moisture	NA	A	A	NA	
Air Content of Fresh PCC Mix	NA	A	A	NA	
Slump	NA	A	A	NA	
Temperature of Fresh PCC Mix	NA	A	A	NA	
Compressive Strength of Concrete Cylinders: includes casting, curing, and breaking	NA	A	A	NA	
Pavement Thickness by Probing	NA	A	A	NA	
Tests for Concrete Ready Mix (structures & misc.)					
Concrete Mix Design	A	A	A	A	All mix designs are reviewed by WisDOT
Aggregate Gradation	NA	A	A	NA	
Aggregate- Material finer than No. 200 Sieve	NA	A	A	NA	
Aggregate Moisture	NA	A	A	NA	
Air Content of Fresh PCC Mix	NA	A	A	NA	
Slump	NA	A	A	NA	
Temperature of Fresh PCC Mix	NA	A	A	NA	
Compressive Strength of Concrete Cylinders: includes casting curing and breaking	NA	A	A	NA	

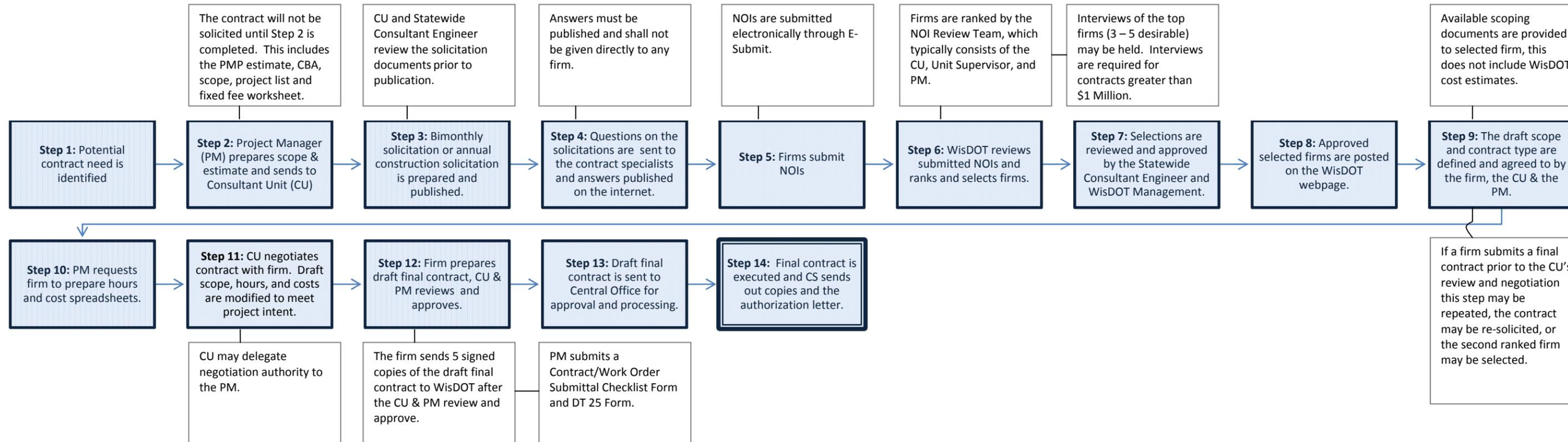
Tests for Aggregates: Base Courses, Granular Backfill, Breaker Run etc.					
Aggregate Gradation	NA	A	A	NA	
Aggregate Material Finer than No. 200 Sieve	NA	A	A	NA	
Aggregate Moisture	NA	A	A	NA	
Fractured Particles	NA	A	A	NA	
Permeameter Test	NA	A	A	NA	
Tests for Asphaltic Mixtures					
Mix Design	A	A	A	A	Job Mix Formula change approvals by WisDOT Only / All mix designs verified by WisDOT
Aggregate Gradation(virgin and extracted)	NA	A	A	NA	These tests allowed done as part of mix design or aggregate production.
Aggregate Material Finer than No. 200 Sieve	NA	A	A	NA	
Fractured Particles	NA	A	A	NA	
Flat and Elongate Aggregate Particles	NA	A	A	NA	
Fine Aggregate Angularity	NA	A	A	NA	
TSR	NA	A	A	NA	
Gmb by Marshall or Gyratory	NA	A	A	NA	
Gmm	NA	A	A	NA	
Nuclear Density	NA	A	A	NA	
Core Density	NA	A	A	NA	
Earth Work and Subgrade Soil Testing					
Nuclear Density	NA	A	A	NA	
Moisture Density Relations of Soils	NA	A	A	NA	

NA = not allowed, A = allowed

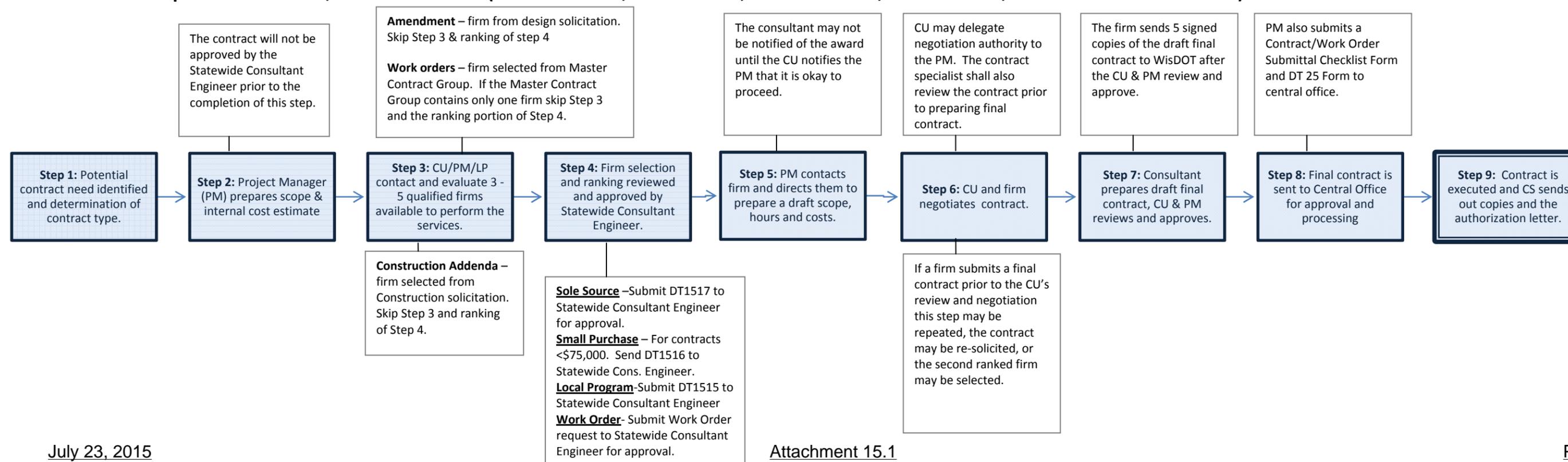
¹ Testing tasks listed also include related sampling tasks.

Consultant Contracting Process for Contracts

Bimonthly State Design & Related Services Solicitation, Annual Construction Engineering Solicitation, and Master Contract Solicitation:



Contracts With a Simplified Solicitation, or No Solicitation (i.e. Sole Source, Work Orders, Small Purchase, Amendments, and Construction Addenda):



CONSULTANT INTERVIEW RATING SHEET

FIRM _____

RATING FACTORS

1. Resources Available To Do Job	<i>Unsat</i>	<i>Margn</i>	<i>Norml</i>	<i>Above</i>	<i>Excel</i>	<i>Outst</i>
<i>Outlook in general, interest in work.</i>	--0--	--2--	--4--	--6--	--8--	--10--
2. Project Manager/Engineer	<i>Unsat</i>	<i>Margn</i>	<i>Norml</i>	<i>Above</i>	<i>Excel</i>	<i>Outst</i>
<i>General impression, self expression, knowledge and experience, self confidence, persuasiveness.</i>	--0--	--2--	--4--	--6--	--8--	--10--
3. Current Variance (From the Management Consultant)	<i>Unsat</i>	<i>Margn</i>	<i>Norml</i>	<i>Above</i>	<i>Excel</i>	<i>Outst</i>
<i>Past performance meeting schedules.</i>	--0--	--2--	--4--	--6--	--8--	--10--
4. Work Load Remaining (From the Management Consultant)	<i>Unsat</i>	<i>Margn</i>	<i>Norml</i>	<i>Above</i>	<i>Excel</i>	<i>Outst</i>
<i>Apparent existing capacity.</i>	--0--	--2--	--4--	--6--	--8--	--10--
5. Public Involvement	<i>Unsat</i>	<i>Margn</i>	<i>Norml</i>	<i>Above</i>	<i>Excel</i>	<i>Outst</i>
<i>Proposal or plan, sensitivity.</i>	--0--	--2--	--4--	--6--	--8--	--10--
6. Environmental Issues	<i>Unsat</i>	<i>Margn</i>	<i>Norml</i>	<i>Above</i>	<i>Excel</i>	<i>Outst</i>
<i>Knowledge, background</i>	--0--	--2--	--4--	--6--	--8--	--10--
7. Right-of-Way and Utility Issues	<i>Unsat</i>	<i>Margn</i>	<i>Norml</i>	<i>Above</i>	<i>Excel</i>	<i>Outst</i>
<i>Knowledge, background.</i>	--0--	--2--	--4--	--6--	--8--	--10--
8. Knowledge of Job	<i>Unsat</i>	<i>Margn</i>	<i>Norml</i>	<i>Above</i>	<i>Excel</i>	<i>Outst</i>
<i>What work is needed, field review, etc.</i>	--0--	--2--	--4--	--6--	--8--	--10--
9. Identify Problems	<i>Unsat</i>	<i>Margn</i>	<i>Norml</i>	<i>Above</i>	<i>Excel</i>	<i>Outst</i>
<i>Knowledge of problems and their approach to project challenges.</i>	--0--	--2--	--4--	--6--	--8--	--10--
10. Accommodating Public and Agency Concerns	<i>Unsat</i>	<i>Margn</i>	<i>Norml</i>	<i>Above</i>	<i>Excel</i>	<i>Outst</i>
<i>Indication of sincere interest in locals, the Department and agencies, and their concerns.</i>	--0--	--2--	--4--	--6--	--8--	--10--
11. Schedule	<i>Unsat</i>	<i>Margn</i>	<i>Norml</i>	<i>Above</i>	<i>Excel</i>	<i>Outst</i>
<i>Opinion of the firm's potential to complete on schedule.</i>	--0--	--2--	--4--	--6--	--8--	--10--

CHECK ONE BOX IN THE MATRIX IMMEDIATELY AFTER THE INTERVIEW AND TOTAL THE RATINGS

Rating Totals --0-- --2-- --4-- --6-- --8-- --10--

Summary of Rating Totals _____

RATING SCORES

10	OUTSTANDING	Exceptional, applicable in rare instances.
8	EXCELLENT	Considerably above average, definitely stands out, makes immediate impression
6	ABOVE AVERAGE	Well above average
4	NORMAL	Satisfactory
2	MARGINAL	Doesn't quite meet satisfactory standards
0	UNSATISFACTORY	Unsuitable

Interviewer Signature

November 16, 1999

Firm C, Inc.
100 West Main Street
Lancaster, WI 53813
Attention: William Roberts, P.E.

SUBJECT: ID 1099-00-00
Century Hollow Road Bridge & Approaches
Town of Johnson
Town Road
Grant County

Dear Bill:

Thank you for presenting your qualifications to the Consultant Selection Committee on November 15, 1999. The Consultant Selection Committee made the following ranking of the three engineering consulting firms for the purpose of negotiating a contract:

1. Firm C of Lancaster
2. Firm A of Madison
3. Firm B of Waunakee

We appreciate your interest in providing engineering services to the Town of Johnson and looking forward to working with Firm C on this project. We will set up a time to begin contract negotiations in the near future.

Sincerely,

Jane Doe, Clerk
Town of Johnson

cc: Kim Johnson, Local Program Management Consultant

Note: This letter should be sent to the consultant selected to begin contract negotiations.

November 16, 1999

Firm A, Inc.
820 North Highland Avenue Suite 300
Madison, WI 53711
Attention: Sally Peterson, P.E.

SUBJECT: ID 1099-00-00
Century Hollow Road Bridge & Approaches
Town of Johnson
Town Road
Grant County

Dear Sally:

Thank you for presenting your qualifications to the Consultant Selection Committee on November 15, 1999. The Consultant Selection Committee made the following ranking of the three engineering consulting firms for the purpose of negotiating a contract:

Firm C of Lancaster
Firm A of Madison
Firm B of Waunakee

We appreciate your interest in providing engineering services to the Town of Johnson.

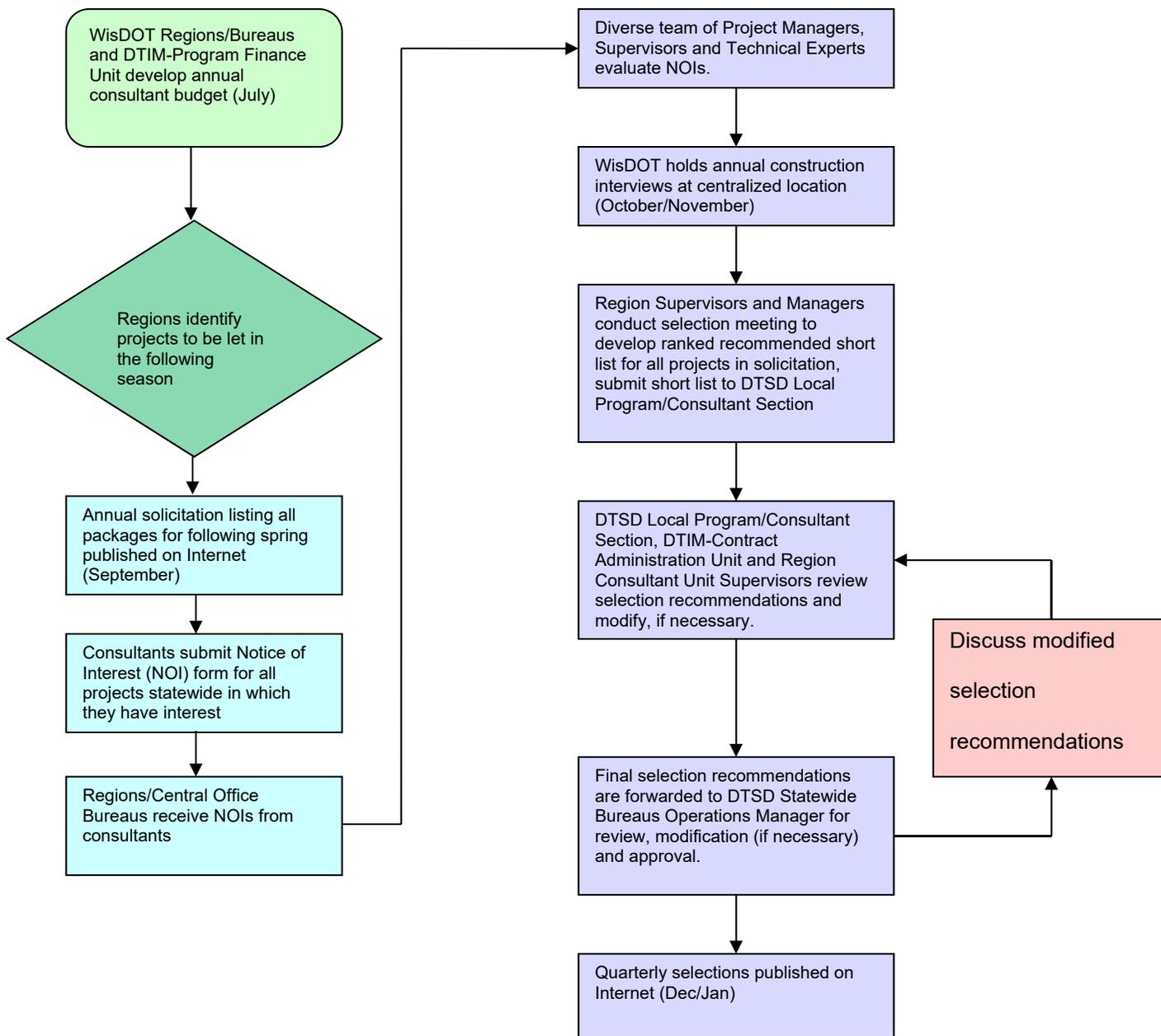
Sincerely,

Jane Doe, Clerk
Town of Johnson

cc: Kim Johnson, Local Program Management Consultant

Note: This letter should be sent to the consultants not selected for contract negotiations.

WisDOT Construction Engineering Services Selection Process



GUIDELINE FOR A REQUEST FOR PROPOSAL

The following should be used as a guideline when writing a Request For Proposal for engineering services under 84.01(13). The contents of a Request for Proposal should include the following:

COVER SHEET:

The cover sheet provides summary information about the Request For Proposal (RFP) as well as specifying some of the critical requirements. An example of a cover sheet is shown in [FDM 8-5 Attachment 40.2](#). The actual format of the cover sheet may vary but the information on the example must be present.

GENERAL INFORMATION

SCOPE OF PROJECT:

Reflects a clear, accurate, and detailed description of the technical requirements for services to be rendered. Includes background information which identifies the need for the project and related initiatives.

DEFINITIONS:

Key words used in the contents of the RFP which require special attention as they relate to the project.

PREPARING AND SUBMITTING A PROPOSAL:

Instructions include informing proposers to respond completely to requested information. It also instructs where, when and to whom the proposal should be submitted. Allow sufficient time for consultant(s) to prepare and submit their proposal. If the process includes conducting oral interviews with the top three proposers, include that information here.

PROPOSAL SELECTION AND AWARD PROCESS

EVALUATION CRITERIA:

A clear, defined evaluation process which indicates the factors to be considered, their relative importance and how they will be scored/rated. If Qualification Based Selection is used, there will not be an evaluation criteria section on cost proposal.

PROPOSAL SCORING

Scoring of the accepted proposals will be determined by the stated criteria. If the selection is Qualification Based Selection, the scoring will not include a cost proposal.

AWARD AND FINAL OFFERS

Awards will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer. Alternatively, the highest proposer or proposers may be requested to submit final offers. If final offers are requested, they will be evaluated against the stated criteria, scored and ranked. Award will then be granted to the highest scoring proposer. If Qualification Based Selection is used, cost will not be a component of requested final offers.

GENERAL PROPOSAL REQUIREMENTS:

This section includes information to be provided by the proposer such as

Organization Capabilities

Staff Qualifications

References - If you choose to request references, include this information in the evaluation criteria.
Comparable projects completed by firm.

It also requests information regarding current workloads and availability of the firm to perform work within the timeframe.

TECHNICAL REQUIREMENTS:

PROJECT SPECIFIC

This section lists technical requirements as they pertain to the project such as studies and surveys to be completed, reporting requirements, soils analysis, materials testing. It also includes requested information from the proposer regarding previous experience in performing specific technical areas which are defined in the project (e.g., experience in performing an Environmental Assessment and Analysis).

STANDARD SPECIFICATIONS:

This section includes a list of standard specifications required by the project and/or provisions to be included in the consultant contract. Avoid listing proprietary specifications, i.e., writing specifications only one product or one service provider can meet. If there is sound rationale for doing so, justification must be provided with the Request For Proposal.

CONTRACT BASIS OF PAYMENT:

BASIS OF PAYMENT

The contract basis of payment for the consultant contract should be identified, defined and written into the Request For Proposal in this section (e.g., cost per unit, cost plus fixed fee, lump sum, specific rate of compensation). This is clarified so proposers are able to submit their prices based on a consistent unit of measure. The cost submitted by the proposer is scored and reflected in the total points in the Request For Proposal. If Qualification Based Selection is used, cost proposals are not requested, however, basis of payment should be identified. (QBS is defined in the text of this procedure).

PAYMENT SCHEDULE

This section informs proposers when and how payments will be made for work performed.

FUNDING

The amount of funds available for the project are not typically disclosed in the Request For Proposal. If project funds are known to one potential proposer, this information should be included in the RFP for all proposers. A justification should be submitted with the RFP to support the rationale of why the amount was included in the RFP.

APPROVAL

RFP's must be submitted to the Contract Administration Unit, Rm 951 Hill Farms, for review prior to RFP being sent out.

Underlined text is material that is specific to this project.

SAMPLE REQUEST FOR PROPOSAL

Note: Other formats are acceptable, it's the content of the RFP that is important.

Cover Page

A REQUEST FOR PROPOSAL (RFP)

FOR:

Environment Assessment and Analysis

Issued by:

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
Division of Transportation System Development
Bureau of Equity and Environmental Services

Proposals must be submitted
no later than 2:00 PM Central Standard Time
April 1, 1998

For further information regarding this RFP, contact:
John Doe, Environmental Specialist at (414)-492-6133

LATE PROPOSALS WILL BE REJECTED

Issued: January 15, 1998

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GENERAL INFORMATION

Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for Environmental Assessment and Analysis.

Scope

Project Description - Assess the probable environmental impacts of the construction of a bridge over the Rush Creek Natural Area adjoining Town Line Road in Crawford County. This report is to be completed by March 1, 1999.

Procuring and Contracting Agency

This RFP is issued by the Wisconsin Department of Transportation which is the sole point of contact for the State of Wisconsin during the selection process. The person responsible for managing the procurement process is John Doe, Environmental Specialist.

The contract resulting from this RFP will be administered by the Wisconsin Department of Transportation, Bureau of Equity and Environment. The contract administrator will be John Doe, Environmental Specialist.

Definitions

The following definitions are used throughout the RFP

DOT means Department of Transportation

Agency means the Wisconsin Department of Transportation

Proposer/vendor means a firm submitting a proposal in response to this RFP

State means State of Wisconsin

Contractor means proposer awarded the contract

Clarification of the Specifications and Requirements

Any questions concerning this RFP should be submitted to: John Doe, Environmental Specialist at Telephone: (414)-492-6133 or fax: (414)-463-8100.

Site Visit of Project Location

Prospective proposers should contact John Doe at (414)-492-6133 to make arrangement for a site visit. It is the proposer's responsibility to inspect the premises completely prior to submitting a proposal to determine all requirements associated with the contract. Failure to do so will in no way relieve the consultant from the necessity of providing, without additional cost to the State, all necessary services which may be required to carry out the intent of the resulting contract.

PREPARING AND SUBMITTING A PROPOSAL

General Instructions

The evaluation and selection of a consultant will be based on the information submitted in the proposal plus references. Proposers should respond clearly and completely to all requirements. Failure to respond completely may be the basis for rejecting a proposal.

Incurring Costs

The State of Wisconsin is not liable for any cost incurred by proposers in responding to this RFP.

Submitting the Proposal

Proposers must submit an original and three copies of all materials required for acceptance of their proposal on or before April 1, 1998 to:

Name: John Doe, Environmental Specialist, WisDOT
 Address: 500 Sunset Blvd., Milwaukee, WI 54666

Proposals must be received in the above office. Proposals may not be sent in by facsimile machine.

PROPOSAL SELECTION AND AWARD PROCESS

Evaluation Team

The State’s evaluation team will consist of members who have been selected because of their special expertise in procurement of the product(s) and/or service(s) which are the subject of this RFP, and because of their knowledge of the State’s requirements for these product(s) and/or service(s). Proposers may not contact members of the evaluation team except at the State’s request.

Preliminary Evaluation

The proposals will first be reviewed to determine if all requirements are met. Failure to meet all requirements may result in the proposal being rejected.

Proposal Scoring

Accepted proposals will be reviewed by the evaluation committee and scored against the stated criteria. The committee will review references. The evaluation committee’s scoring will be tabulated and proposals ranked based on the numerical scores received.

Evaluation Criteria

The criteria to be used for evaluating the Request For Proposals are stated below.

Criterion	Points
1. General requirements	
a. Organization Capabilities	<u>50</u>
b. Staff Qualifications	<u>50</u>
2. Technical requirements	
a. Hazardous materials	<u>100</u>
b. Public hearings	<u>100</u>
c. Assessments	<u>100</u>
3. Performance requirements	<u>200</u>
4. Support requirements	<u>100</u>
5. Contract Pricing (Only when Qualification Based Selection is not used)	<u>300</u>

Total: 1000

Final Evaluation

Upon completion of reference checks, the State’s evaluation team will review the preliminary evaluations and make adjustments to the requirements scores based on the information obtained.

Award and Final Offers (Only when Qualification Based Selection is not used)

Award will be granted in the following way. The three highest scoring proposers may be requested to submit final offers. If final offers are requested, they will be evaluated against the stated criteria, scored and ranked. Award will then be granted to the highest scoring proposer.

Right to Reject Proposals and Negotiate Contract Terms

The agency reserves the right to reject any and all proposals. The agency reserves the right to negotiate the terms of the contract, including the award amount, with the selected proposer prior to

entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the agency may negotiate a contract with the next highest scoring proposer.

GENERAL PROPOSAL REQUIREMENTS

Organization Capabilities

Describe the firm's experience and capabilities in providing similar services. Be specific and identify projects, for whom and dates.

Staff Qualifications

Provide resumes describing the education and work experiences for each of the **key** staff who would be assigned to the project.

Proposer References

Proposers must include in their RFPs a list of organizations, including contact name, address, and telephone number, which can be used as references for work performed in the area of service required. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project. The results of the reference check will be provided to evaluators and used in scoring the written proposal.

TECHNICAL REQUIREMENTS

General Technical Requirements

Environmental Assessment and Analysis

Describe previous experience you have had in environmental assessments, analysis and conducting public hearings to discuss concerns. Include in your response a description of location(s), for whom similar projects were completed and dates public hearings were conducted.

Standard Specification

Work under this project shall be performed in accordance with DOT's Facilities Development Manual.

PERFORMANCE REQUIREMENTS

General Performance Requirements

Current Workloads and Availability

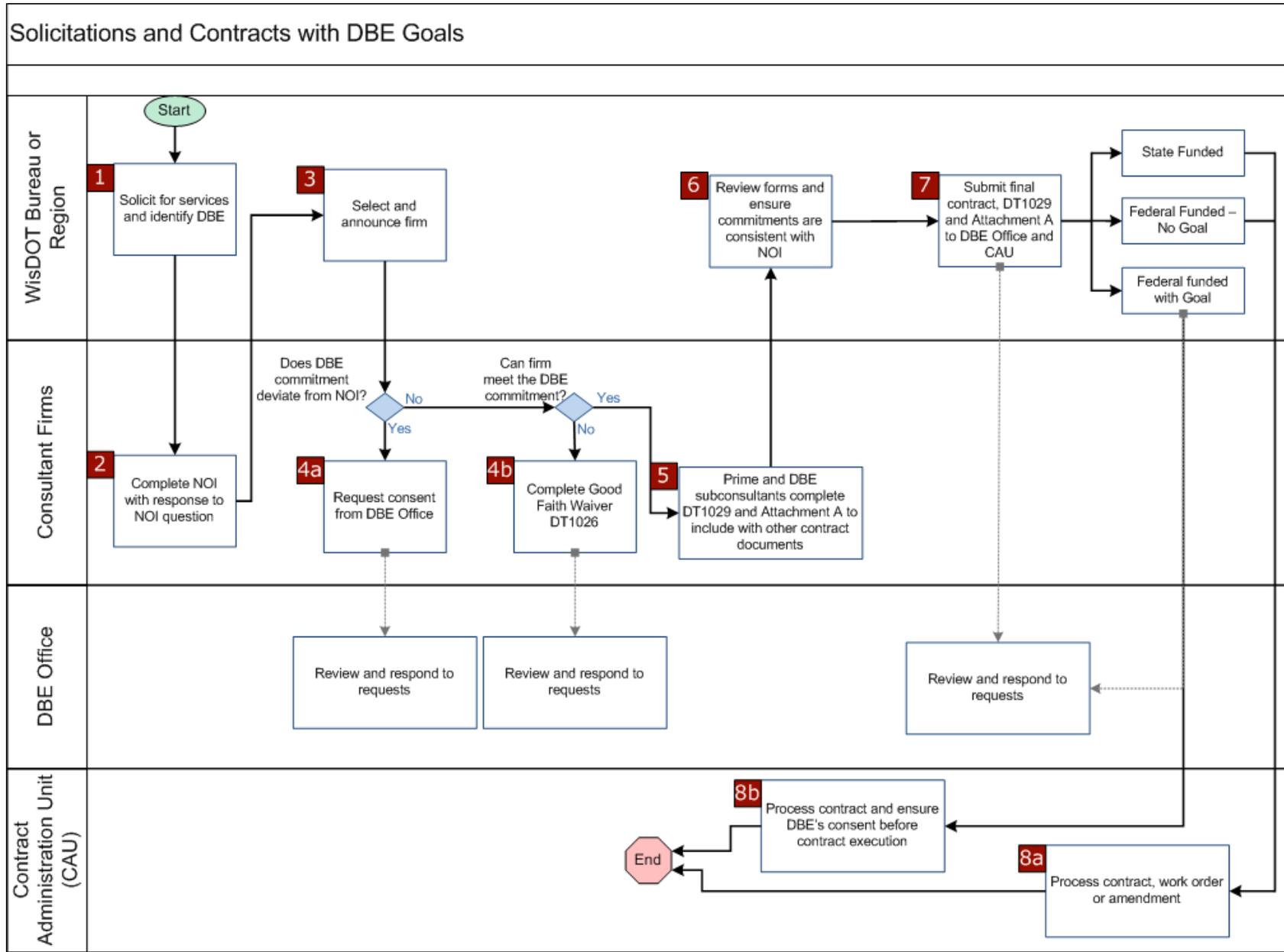
Describe the availability and capability of your firm to meet projected completion date. Include scheduled workloads which may present a conflict during this project.

CONTRACT PRICING - (May only be used for Non Qualification Based Selection)

Contract pricing will be reviewed and a standard quantitative calculation will be used.

Prepare and submit with the RFP a contract price using cost plus fixed fee. The contract price must include total cost for all requirements of the project defined within this RFP.

Invoices shall be submitted for payments not more than once per month during the progress of the services.



INSTRUCTIONS FOR WISDOT DT1029 -**CONSULTANT COMMITMENT TO SUBCONTRACT TO DISADVANTAGED BUSINESS ENTERPRISE (DBE)
FIRM**

1. Who needs to fill out form [DT1029](#) (Consultant Commitment to Subcontract to Disadvantaged Business Enterprise Firm)

DBE commitment forms are **required** to be submitted to the Department by the PRIME CONSULTANT for all contracts, work orders, and amendments with *DBE participation or removal (prime or sub)*, regardless if a DBE goal is established or not.

Each DBE subconsultant needs to sign Attachment A (page 3 of DT1029).

2. When to fill this form out?

On a *contract or work order*, any time there is DBE participation (prime or sub). The Prime consultant will submit a completed DT1029. They will include a separate DT1029 Attachment A for each DBE subconsultant participating in the contract or work order.

On *amendments*, if the amount of any DBE firm's participation is affected by the amendment the Prime consultant will submit a completed Form DT1029. They will include a separate DT1029 Attachment A only for DBE subconsultants affected by the amendment.

3. Where does the Prime submit the form?

Send original, signed copy of DT1029 and the original, signed contract to the region or bureau contract specialist.

4. What does the WisDOT Contract Specialist do next?

For all - Send original, signed copy of DT1029 to Contract Administration Unit (CAU) with the signed contract/work order/amendment.

If federal funding - Also send a copy of DT1029 to dbiconsultantservices@dot.wi.gov.

- a. When there is a goal, the WisDOT Contract Specialist should use the following subject line for the e-mail:
ID xxxx-xx-xx DBE Goal Commitment
- b. When there is DBE participation and federal funding; but *no DBE goal* on the contract, the WisDOT Contract Specialist should use the following subject line for the e-mail:
ID xxxx-xx-xx Commitment No Goal

5. DBE Commitment Summary:

Complete the DBE project information on page 2 of DT1029 before completing the *DBE Commitment Summary*. Include the prime consultant firm if the prime qualifies as a DBE. Attach additional sheets, if needed.

6. When is a "Good Faith Waiver" needed?

If the Prime believes they are not able to meet the assigned DBE goal at the time of negotiations, the Prime is required to submit a request for a "Good Faith Waiver" ([DT1026](#) - Consultant Documentation of Good Faith Efforts) documenting all efforts made to meet the DBE goal. These efforts will be evaluated by the DBE office.

- a. DT1026 is required for any original *contract* with an assigned goal where the DBE goal has not been met.
- b. DT1026 is also required for *amendments* when an assigned goal (either % or dollar) is not met AND the DBE Goal Amount (either % or dollar) is being reduced to a level less than indicated on a previously approved Good Faith Waiver.

Exception: If the amended DBE Goal Amount (either % or dollar) is being changed to a level higher than on a previously approved "Good Faith Waiver". "Good Faith Waivers" for amendments are not required if a "Good Faith Waiver" for not meeting the goal was at a higher level than had been approved on the original contract or a previous amendment.

Consent from the DBE section to terminate/reduce/substitute is not required when there is no DBE goal on a contract.

7. Where to submit a "Good Faith Waiver" form?

The Good Faith Waiver Form(s) should be submitted to the DBE Section via e-mail addressed to dbeconsultantservices@dot.wi.gov. The e-mail should also copy the Department representative for the contract. Also, copy via Cc: the Contract Specialist, so they know this is being addressed.

- a. When requesting a Good Faith Waiver, use the following subject line for the e-mail:

ID xxxx-xx-xx Good Faith Waiver

- b. If a Good Faith Waiver is needed along with consent to terminate, reduce or substitute a DBE on an amendment, use the following subject line for the e-mail:

ID xxxx-xx-xx Good Faith Waiver/Consent to Terminate

8. How does a Prime fill out the DT1029 if a DBE firm is performing services that cannot be counted for DBE credit because they are not certified for that type of work?

Show separate lines on the commitment form for the work under NAICS codes that are *not creditable*. Work that is *not creditable* should not be counted in the DBE commitment summary amount on Page1 of the columns of DT1029.

9. How does WisDOT handle item #8?

Work that isn't DBE creditable should be shown in the contract basis of payment under a separate not-to-exceed line. If a DBE firm is performing work that is creditable along with work that isn't creditable, there will be multiple not-to-exceed lines for that firm in the contract basis of payment.

10. Miscellaneous/Clarifications on DT1029 based on the feedback received.

- a. Transportation Region/Bureau - Fill in proper region or statewide bureau managing the contract/work order.
- b. Not all areas of the form need to be filled out. Only fill out the areas applicable to you.
- c. The reason why project information box on page 2 is repeated: It is needed for contracts with more than one project ID. Information is filled out for each project ID. For contracts with more than two projects, attach additional pages of page 2.
- d. Who is expected to sign for Prime/Sub? It is up to the firm to decide who the proper representative is to sign the form. It could be the president of the firm or designee.



CONSULTANT COMMITMENT TO SUBCONTRACT TO DISADVANTAGED BUSINESS ENTERPRISE (DBE) FIRM

Wisconsin Department of Transportation (WisDOT)
DT1029 04/2015

CONTRACT INFORMATION				to be completed by prime consultant		a
Current Dollar Value of Contract =original cost plus all amendments		Solicitation Date (choose)		Solicitation ID	Transportation Region/Bureau	
\$		Month	Year		Region/Bureau	
Prime Consultant						
DBE Goal set by		Original Contract DBE Goal		Revised Contract DBE Goal		
<input type="checkbox"/> Contract	<input type="checkbox"/> Project	<input type="checkbox"/> %	<input type="checkbox"/> \$	<input type="checkbox"/> No DBE Goal	<input type="checkbox"/> %	<input type="checkbox"/> \$
Master Contract ID		Work Order #	Stage	Phase	Amendment#	Good Faith Waiver (DT1026) approved? (if needed) No or Yes
M						

DBE INFORMATION		to be completed by DOT Contract Specialist		b
Please check the appropriate box to indicate the type of DBE contract.				
For all: Send original copy of DBE commitment and original contract to Contract Administration Unit (CAU)				
If there is Federal funding, also send this form to dbiconsultantservices@dot.wi.gov				
<input type="checkbox"/> Federal Funding – DBE Goal with DBE Participation	Use subject line "ID XXXX-XX-XX DBE Goal Commitment"			
<input type="checkbox"/> Federal Funding – No DBE Goal with DBE Participation	Use subject line "ID XXXX-XX-XX Commitment No Goal"			
<input type="checkbox"/> Federal Funding – DBE Goal Amendment	Use subject line "ID XXXX-XX-XX consent to Terminate/Reduce/Substitute DBE" and copy the Department Representative for the contract			
<input type="checkbox"/> State Funding – DBE Participation	Send form with the original contract			
<input type="checkbox"/> Other: _____	Send form with the original contract			

This form fulfills the responsibility or responsiveness requirement for contract DBE goals on federally funded projects according to the Code of Federal Regulations (49 C. F. R. § 26).

For each separate project ID, list all DBE consultants on page 2. Complete the DBE project information before completing the DBE Commitment Summary below. Include the prime consultant firm if the prime qualifies as a DBE. Attach additional sheets, if needed. A copy of Attachment A is required for each subconsultant.

DBE prime consultant dollar amounts are always considered as neutral DBE amounts. DBE subconsultants amounts may consist of conscious amounts, neutral amounts, or both. NAICS Codes can be found by visiting <https://www.census.gov/eos/www/naics/>

DBE Commitment Summary		to be completed by prime consultant		c
Contract DBE Amount (all projects combined) include amounts from all pages		\$		
Contract DBE Goal (all projects combined) Conscious amount		\$		
Difference between DBE Amount and DBE Goal Calculate as DBE Amount - DBE Goal = Neutral amount		\$		

PRIME CONSULTANT CERTIFICATION			d
I certify that arrangements have been made for the foregoing work with the listed DBE consultants. I further understand that any willful falsification/fraudulent statement or misrepresentation will result in appropriate sanctions which may include debarment and/or prosecution under applicable State (Trans 504) and federal laws.			
X		Date	
Prime Consultant or Representative's Signature		Date	
X	<input type="checkbox"/> Approve	Date	
	<input type="checkbox"/> Deny	Date	
DOT DBE Office Signature		Date	

CONSULTANT COMMITMENT TO SUBCONTRACT TO DISADVANTAGED BUSINESS ENTERPRISE (DBE) FIRM *(continued)*

DT1029 Wisconsin Department of Transportation (WisDOT)

PROJECT INFORMATION				to be completed by prime consultant e
Project ID	Original Project DBE Goal		Revised Project DBE Goal	
	<input type="checkbox"/> No DBE Goal		<input type="checkbox"/> No DBE Goal	
Name of DBE Consultant Firm	Consultant Type	NAICS Code	Total DBE Amount =original plus all amendments	Total DBE Amount for this Amendment Only
	Choose		\$	\$
	Choose		\$	\$
	Choose		\$	\$
	Choose		\$	\$
	Choose		\$	\$
	Choose		\$	\$
	Choose		\$	\$
	Choose		\$	\$
	Choose		\$	\$
	Choose		\$	\$
	Choose		\$	\$
	Choose		\$	\$
Total DBE amount for this project			\$	
Project DBE Goal for this project Conscious amount			\$	
Difference between DBE Amount and DBE Goal for this project Calculate as DBE Amount - DBE Goal = Neutral amount			\$	

PROJECT INFORMATION				to be completed by prime consultant f
Project ID	Original Project DBE Goal		Revised Project DBE Goal	
	<input type="checkbox"/> No DBE Goal		<input type="checkbox"/> No DBE Goal	
Name of DBE Consultant Firm	Consultant Type	NAICS Code	Total DBE Amount =original plus all amendments	Total DBE Amount for this Amendment Only
	Choose		\$	\$
	Choose		\$	\$
	Choose		\$	\$
	Choose		\$	\$
	Choose		\$	\$
	Choose		\$	\$
	Choose		\$	\$
	Choose		\$	\$
	Choose		\$	\$
	Choose		\$	\$
	Choose		\$	\$
Total DBE amount for this project			\$	
Project DBE Goal for this project Conscious amount			\$	
Difference between DBE Amount and DBE Goal for this project Calculate as DBE Amount - DBE Goal = Neutral amount			\$	

NAICS Codes can be found by visiting <https://www.census.gov/eos/www/naics/>

CONSULTANT COMMITMENT TO SUBCONTRACT TO DISADVANTAGED BUSINESS ENTERPRISE (DBE) FIRM (continued)
 DT1029 Wisconsin Department of Transportation (WisDOT)

ATTACHMENT A

Confirmation of Participation

CONTRACT INFORMATION		to be completed by prime consultant g	
Current Dollar Value of Contract =original cost plus all amendments \$		Solicitation Date Month	Year
Name of DBE Firm Participating on this contract		Name of Prime or Subconsultant who hired the DBE Firm	
Description of work to be performed by DBE firm	NAICS Code of work DBE is certified to perform	Total Subcontract Value \$	

PROJECT INFORMATION			to be completed by prime consultant h
Master Contract ID M	Work Order #	Amendment #	
Project ID	Total DBE Amount =original plus all amendments		
	\$		
	\$		
	\$		
	\$		

For Prime Consultants Only i		
Arrangements have been made with the participating DBE Firm to perform the type of work listed above for the total subcontract value listed above. I understand that I may not perform the listed work with my own resources or replace this DBE sub-consultant without permission from the DBE Office.		
Prime Consultant (Print Company Name)	<input checked="" type="checkbox"/>	Date
Prime Consultant or Representative's Name (Print)	Prime Consultant or Representative's Signature	Date

For Participating Consultant DBE Firms Only j		
Arrangements have been made with the Prime Consultant to perform the type of work listed above for the subcontract value listed above. I understand that failure to execute the work listed above will result in my company being replaced as a sub-consultant on this project.		
Participating DBE Firm (Print Company Name)	<input checked="" type="checkbox"/>	Date
Participating DBE Representative's Name (Print)	Participating DBE Firm Representative's Signature	Date

DT1029 Page 1 - Step-by-Step Instructions

Box a, "CONTRACT INFORMATION" is to be completed by the prime consultant.

CONTRACT INFORMATION						to be completed by prime consultant	
Current Dollar Value of Contract =original cost plus all amendments	1	Solicitation Date (choose	2	Solicitation ID	3	Transportation Region/Bureau	4
\$		Month	Year			Region/Bureau	
Prime Consultant	5						
DBE Goal set by	6	Original Contract DBE Goal	7	Revised Contract DBE Goal	8		
<input type="checkbox"/> Contract <input type="checkbox"/> Project		<input type="checkbox"/> % <input type="checkbox"/> \$		<input type="checkbox"/> % <input type="checkbox"/> \$		<input type="checkbox"/> No DBE Goal	
Master Contract ID	9	Work Order #	10	Stage	11	Phase	12
M						Amendment #	13
Good Faith Waiver (DT1026) approved? (if needed) No or Yes							14

1. The current value of the contract with all amendments
2. Date of the original contract solicitation, ex. May 05 2015. Leave blank for work orders and other unsolicited contracts.
3. Solicitation ID from the original contract solicitation, located in the solicitation header, ex. SE 01. Leave blank for work orders and other unsolicited contracts.
4. The region or bureau for which services are being performed. The region/bureau is stated on the signature sheets of the contract.
5. Name of the Prime Consultant
6. The original solicitation states how the DBE Goal is set. Leave blank if no goal has been set.
7. State the goal from the original solicitation.
8. The revised goal is the amount that has been approved by WisDOT's DBE office. Leave blank if the goal has not been revised.
9. Fill in the master contract ID only for work orders. Leave blank for other contracts
10. Fill in the work order number. Leave blank for other contracts.
11. Fill in the stage number if multiple contracts are expected for this project and solicitation ID. Leave blank if only one contract is expected for the project and solicitation ID.
12. Fill in the phase for phased contracts. Leave blank for non phased contracts.
13. Fill in the amendment number. Leave blank if this is not an amendment.
14. If the DBE goal has been met check NO, otherwise check yes and include form DT1026.

Box b, "DBE INFORMATION" is to be completed by the WisDOT contract specialist.

Box c, "DBE COMMITMENT SUMMARY" is to be completed by the prime consultant

DBE Commitment Summary		to be completed by prime consultant	
Contract DBE Amount (all projects combined) include amounts from all pages	\$		1
Contract DBE Goal (all projects combined) Conscious amount	\$		2
Difference between DBE Amount and DBE Goal Calculate as DBE Amount - DBE Goal = Neutral amount	\$		3

1. Total amount of all contracts to all DBE firms performing services under an approved NAICS code.
2. The solicitation goal amount, or revised goal amount, if applicable. If there is no DBE Goal, show as "0".
3. Subtract box 2 from box 1

Box d, "PRIME CONSULTANT CERTIFICATION" is to be completed by the prime consultant and WisDOT DBE office.

PRIME CONSULTANT CERTIFICATION	
I certify that arrangements have been made for the foregoing work with the listed DBE consultants. I further understand that any willful falsification/fraudulent statement or misrepresentation will result in appropriate sanctions which may include debarment and/or prosecution under applicable State (Trans 504) and federal laws.	
X <input type="checkbox"/> _____	Date 1
Prime Consultant or Representative's Signature	
X <input type="checkbox"/> _____	Date 2
<input type="checkbox"/> Approve <input type="checkbox"/> Deny	Date
DOT DBE Office Signature	Date

1. To be signed and dated by the prime consultant.
2. To be signed, dated, and approved/denied by the WisDOT DBE office.

DT1029 Page 2 - Step-by-Step Instructions

Box e, "PROJECT INFORMATION" is to be completed by the prime consultant.

If a DBE firm is performing services under multiple NAICS Codes, boxes 4-8 must be completed for each NAICS code. DO NOT complete boxes 4-8 for services performed by a DBE firm outside of an approved NAICS Code.

PROJECT INFORMATION					to be completed by prime consultant	
Project ID 1	Original Project DBE Goal 2		Revised Project DBE Goal 3			
_____	<input type="checkbox"/> No DBE Goal		<input type="checkbox"/> No DBE Goal			
Name of DBE Consultant Firm	Consultant Type	NAICS Code	Total DBE Amount =original plus all amendments	Total DBE Amount for this Amendment Only		
_____ 4	Choose 5	_____ 6	\$ _____ 7	\$ _____ 8		
_____	Choose	_____	\$ _____	\$ _____		
_____	Choose	_____	\$ _____	\$ _____		
_____	Choose	_____	\$ _____	\$ _____		
_____	Choose	_____	\$ _____	\$ _____		
_____	Choose	_____	\$ _____	\$ _____		
_____	Choose	_____	\$ _____	\$ _____		
_____	Choose	_____	\$ _____	\$ _____		
Total DBE amount for this project			\$ _____ 9			
Project DBE Goal for this project Conscious amount			\$ _____ 10			
Difference between DBE Amount and DBE Goal for this project Calculate as DBE Amount - DBE Goal = Neutral amount			\$ _____ 11			

1. Project ID
2. The DBE Goal amount listed on the solicitation. If the goal amount was advertised as a percentage, multiply the percentage by the contract amount for the project ID given in box 1 to obtain the dollar amount.
3. Because WisDOT is only able to set DBE Goals on federal funds the amount stated may not exceed the total amount of federal funds on the project. If the DBE goal is set at the contract, not project, level contact your WisDOT contract specialist to obtain the amount.
4. The revised goal is the amount that has been approved by WisDOT's DBE office. Leave blank if the goal has not been revised.
5. Name of DBE firm performing services.
6. Choose the appropriate type from the drop down menu. "Prime" for the prime consultant, "Subconsultant" for consultants contracting with the prime consultant, or "Tier-Subconsultant" for

- consultant contracting with a subconsultant.
- 7. The approved NAICS Code for the service description
- 8. Current total value the services the DBE is performing under the NAICS Code in box 6.
- 9. The value (positive or negative) of the services the DBE is performing under the NAICS Code in box 6 for this amendment.
- 10. Total value of services performed by all DBE'S on this project.
- 11. The original project DBE goal; or revised goal, if applicable.
- 12. Box 9 minus box 10.

Complete **box f** if the contract contains two project ID's, otherwise leave blank. If the contract contains more than two project IDs include multiple copies of page 2.

DT1029 Page 3 (Attachment A) - Step-by-Step Instructions

Include a copy of Attachment A for each DBE subconsultant.

Box g, "CONTRACT INFORMATION" is to be completed by the prime consultant.

CONTRACT INFORMATION		to be completed by prime consultant
Current Dollar Value of Contract \$ <input style="width: 100px;" type="text"/>	=original cost plus all amendments	1 Solicitation Date Month Year
Name of DBE Firm Participating on this contract <input style="width: 100%;" type="text"/>	3	4 Name of Prime or Subconsultant who hired the DBE Firm <input style="width: 100%;" type="text"/>
Description of work to be performed by DBE firm <input style="width: 100%;" type="text"/>	5	6 NAICS Code of work DBE is certified to perform <input style="width: 100%;" type="text"/>
		7 Total Subcontract Value \$ <input style="width: 100px;" type="text"/>

1. The current total value of the contract.
2. Date of the original contract solicitation, ex. May 2015. Leave blank for work orders and other unsolicited contracts.
3. Name of DBE firm performing services.
4. The consultant hiring the DBE subconsultant.
5. Description of services.
6. NAICS code of services DBE is certified to perform services under. If the DBE firm is performing services under multiple NAICS Codes, list all codes.
7. The current total value of services being performed by the DBE subconsultant under approved NAICS Codes. Do not include the value of services performed outside of an approved NAICS Code.

Box h, "PROJECT INFORMATION" is to be completed by the prime consultant.

PROJECT INFORMATION		to be completed by prime consultant
Master Contract ID M <input style="width: 100px;" type="text"/>	1 Work Order # <input style="width: 100px;" type="text"/>	2 Amendment # <input style="width: 100px;" type="text"/>
Project ID <input style="width: 100%;" type="text"/>	4	5 Total DBE Amount =original plus all amendments \$ <input style="width: 100px;" type="text"/>
		\$ <input style="width: 100px;" type="text"/>
		\$ <input style="width: 100px;" type="text"/>
		\$ <input style="width: 100px;" type="text"/>

1. Master Contract ID, leave blank if not applicable.
2. Work Order Number, leave blank if not applicable
3. Amendment Number, leave blank if not applicable
4. Project ID

5. The total value of services performed for the project ID in box 4 under approved NAICS Codes.

Box i should be signed and dated by the Prime Consultant.

Box j should be signed and dated by the participating DBE Subconsultant.

DT1029 EXAMPLE WITH VARIOUS SCENARIOS

Example:

A solicitation is advertised with two projects, 1111-11-11 and 2222-22-22, and a \$500,000 DBE subcontracting goal is placed on project 1111-11-11. The contract is awarded to a non-DBE prime consultant which subcontracts with two DBE subconsultants and one tier subconsultant. The contract summaries are shown on the next page as Tables 1 through 4.

Examples of completed DT1029 forms follow.

ORIGINAL CONTRACT (Table 1):

Under the original contract, Subconsultant 2 (DBE) is contracted by the PRIME CONSULTANT to perform structural design, soil boring and real estate plat services. Subconsultant 2 has approved NAICS codes for structural design (22221) and soil boring (22222) services. Real estate plat services performed by Subconsultant 2 do not count towards DBE Goal, or Race Neutral achievement. In the contract summary tables the first line for Subconsultant 2 represents structural design services, the second line represents soil boring services, and the third line represents real estate plat services.

Subconsultant 3 (DBE) is contracted by the PRIME CONSULTANT to perform roadway design services under NAICS Code 33333.

Subconsultant 6 (DBE) is contracted by the PRIME CONSULTANT to perform public relations services under NAICS Code 66666.

Pages 1 and 2 of DT1029 are completed and one copy of Attachment A is completed for each DBE subconsultant. See example "Original Contract."

AMENDMENT 1 (Table 2):

A scope change results in the removal of Subconsultant 6 from the contract. A new DT1029 and a copy of Attachment A for subconsultant 6 must be completed. See example "Amendment 1."

AMENDMENT 2 (Table 3):

A scope change decreases the amount of subconsultant one's contract. No DBE consultants are affected; DT1029 does not have to be completed.

AMENDMENT 3 (Table 4):

A scope change moves a portion of project costs from ID 1111-11-11 to ID 2222-22-22. The DBE Goal is no longer met, even though the total contract value to DBEs has increased. A new DT1029 and a copy of Attachment A for subconsultant 2 and subconsultant 3 must be completed.

Table 1	Original Contract		
	1111-11-11	2222-22-22	Total
PRIME Consultant	\$ 2,502,608.26	\$ 607,843.65	\$ 3,110,451.91
Subconsultant 1	\$ 605,232.35	\$ 25,368.49	\$ 630,600.84
Subconsultant 2 DBE	\$ 243,179.86	\$ 83,495.79	\$ 326,675.65
Subconsultant 2 DBE	\$ 48,687.40	\$ 20,156.98	\$ 68,844.38
Subconsultant 2	\$ 35,964.52		\$ 35,964.52
Subconsultant 3 DBE	\$ 217,469.56	\$ 24,561.21	\$ 242,030.77
Subconsultant 4	\$ 138,986.49	\$ 16,522.48	\$ 155,508.97
Subconsultant 5	\$ 6,527.80		\$ 6,527.80
Subconsultant 6 DBE	\$ 4,986.33	\$ 3,781.52	\$ 8,767.85
Subconsultant 7	\$ 65,849.27		\$ 65,849.27
Subconsultant 8		\$ 63,756.54	\$ 63,756.54
	\$ 3,869,491.84	\$ 845,486.66	\$ 4,714,978.50
DBE Total	\$ 514,323.15	\$ 131,995.50	\$ 646,318.65

Table 2	Amendment 1		
	1111-11-11	2222-22-22	Total
PRIME Consultant	\$ 2,502,608.26	\$ 607,843.65	\$ 3,110,451.91
Subconsultant 1	\$ 605,232.35	\$ 25,368.49	\$ 630,600.84
Subconsultant 2 DBE	\$ 243,179.86	\$ 83,495.79	\$ 326,675.65
Subconsultant 2 DBE	\$ 48,687.40	\$ 20,156.98	\$ 68,844.38
Subconsultant 2	\$ 35,964.52		\$ 35,964.52
Subconsultant 3 DBE	\$ 217,469.56	\$ 24,561.21	\$ 242,030.77
Subconsultant 4	\$ 138,986.49	\$ 16,522.48	\$ 155,508.97
Subconsultant 5	\$ 6,527.80		\$ 6,527.80
Subconsultant 6 DBE			\$ -
Subconsultant 7	\$ 65,849.27		\$ 65,849.27
Subconsultant 8		\$ 63,756.54	\$ 63,756.54
	\$ 3,864,505.51	\$ 841,705.14	\$ 4,706,210.65
DBE Total	\$ 509,336.82	\$ 128,213.98	\$ 637,550.80

Table 3	Amendment 2		
	1111-11-11	2222-22-22	Total
PRIME Consultant	\$ 2,502,608.26	\$ 607,843.65	\$ 3,110,451.91
Subconsultant 1	\$ 590,684.24	\$ 19,860.89	\$ 610,545.13
Subconsultant 2 DBE	\$ 243,179.86	\$ 83,495.79	\$ 326,675.65
Subconsultant 2 DBE	\$ 48,687.40	\$ 20,156.98	\$ 68,844.38
Subconsultant 2	\$ 35,964.52		\$ 35,964.52
Subconsultant 3 DBE	\$ 217,469.56	\$ 24,561.21	\$ 242,030.77
Subconsultant 4	\$ 138,986.49	\$ 16,522.48	\$ 155,508.97
Subconsultant 5	\$ 6,527.80		\$ 6,527.80
Subconsultant 6 DBE			\$ -
Subconsultant 7	\$ 65,849.27		\$ 65,849.27
Subconsultant 8		\$ 63,756.54	\$ 63,756.54
	\$ 3,849,957.40	\$ 836,197.54	\$ 4,686,154.94
DBE Total	\$ 509,336.82	\$ 128,213.98	\$ 637,550.80

Table 4	Amendment 3		
	1111-11-11	2222-22-22	Total
PRIME Consultant	\$ 2,502,608.26	\$ 607,843.65	\$ 3,110,451.91
Subconsultant 1	\$ 590,684.24	\$ 19,860.89	\$ 610,545.13
Subconsultant 2 DBE	\$ 220,346.87	\$ 143,789.55	\$ 364,136.42
Subconsultant 2 DBE	\$ 52,687.40	\$ 26,856.98	\$ 79,544.38
Subconsultant 2	\$ 47,589.63		\$ 47,589.63
Subconsultant 3 DBE	\$ 210,369.72	\$ 75,489.75	\$ 285,859.47
Subconsultant 4	\$ 138,986.49	\$ 16,522.48	\$ 155,508.97
Subconsultant 5	\$ 6,527.80		\$ 6,527.80
Subconsultant 6 DBE			\$ -
Subconsultant 7	\$ 65,849.27		\$ 65,849.27
Subconsultant 8		\$ 63,756.54	\$ 63,756.54
	\$ 3,835,649.68	\$ 954,119.84	\$ 4,789,769.52
DBE Total	\$ 483,403.99	\$ 246,136.28	\$ 729,540.27



Original Contract

CONSULTANT COMMITMENT TO SUBCONTRACT TO DISADVANTAGED BUSINESS ENTERPRISE (DBE) FIRM

Wisconsin Department of Transportation (WisDOT)
DT1029 04/2015

CONTRACT INFORMATION			to be completed by prime consultant		
Current Dollar Value of Contract =original cost plus all amendments \$ 4,714,978.50	Solicitation Date (<i>choose</i>) May 05 2015	Solicitation ID SE 01	Transportation Region/Bureau SE		
Prime Consultant PRIME CONSULTANT					
DBE Goal set by <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Project	Original Contract DBE Goal <input type="checkbox"/> % <input checked="" type="checkbox"/> \$ 500,000 <input type="checkbox"/> No DBE Goal		Revised Contract DBE Goal <input type="checkbox"/> % <input type="checkbox"/> \$ <input type="checkbox"/> No DBE Goal		
Master Contract ID M	Work Order #	Stage	Phase	Amendment #	Good Faith Waiver (DT1026) approved? (if needed) No

DBE INFORMATION		to be completed by DOT Contract Specialist	
Please check the appropriate box to indicate the type of DBE contract. For all: Send original copy of DBE commitment and original contract to Contract Administration Unit (CAU) If there is Federal funding, also send this form to dbiconsultantservices@dot.wi.gov			
<input checked="" type="checkbox"/> Federal Funding – DBE Goal with DBE Participation	Use subject line "ID XXXX-XX-XX DBE Goal Commitment"		
<input type="checkbox"/> Federal Funding – No DBE Goal with DBE Participation	Use subject line "ID XXXX-XX-XX Commitment No Goal"		
<input type="checkbox"/> Federal Funding – DBE Goal Amendment	Use subject line "ID XXXX-XX-XX consent to Terminate/Reduce/Substitute DBE" and copy the Department Representative for the contract		
<input type="checkbox"/> State Funding – DBE Participation	Send form with the original contract		
<input type="checkbox"/> Other:	Send form with the original contract		

This form fulfills the responsibility or responsiveness requirement for contract DBE goals on federally funded projects according to the Code of Federal Regulations ([49 C. F. R. § 26](#)).

For each separate project ID, list all DBE consultants on page 2. Complete the DBE project information before completing the *DBE Commitment Summary* below. Include the prime consultant firm if the prime qualifies as a DBE. Attach additional sheets, if needed. A copy of *Attachment A* is required for each subcontractant.

DBE prime consultant dollar amounts are always considered as neutral DBE amounts. DBE subcontractants amounts may consist of conscious amounts, neutral amounts, or both. NAICS Codes can be found by visiting <https://www.census.gov/eos/www/naics/>

DBE Commitment Summary		to be completed by prime consultant	
Contract DBE Amount (all projects combined) include amounts from all pages	\$646,318.65		
Contract DBE Goal (all projects combined) Conscious amount	\$500,000.00		
Difference between DBE Amount and DBE Goal Calculate as DBE Amount - DBE Goal = Neutral amount	\$156,318.65		

PRIME CONSULTANT CERTIFICATION	
I certify that arrangements have been made for the foregoing work with the listed DBE consultants. I further understand that any willful falsification/fraudulent statement or misrepresentation will result in appropriate sanctions which may include debarment and/or prosecution under applicable State (Trans 504) and federal laws.	
XPRIME	5/6/2015
<i>Prime Consultant or Representative's Signature</i>	<i>Date</i>
XWisDOT DBE	<input checked="" type="checkbox"/> Approve 5/7/2015 <input type="checkbox"/> Deny
<i>DOT DBE Office Signature</i>	<i>Date</i>

CONSULTANT COMMITMENT TO SUBCONTRACT TO DISADVANTAGED BUSINESS ENTERPRISE (DBE) FIRM (continued)

DT1029 Wisconsin Department of Transportation (WisDOT)

PROJECT INFORMATION				to be completed by prime consultant	
Project ID	Original Project DBE Goal		Revised Project DBE Goal		
1111-11-11	\$500,000	<input type="checkbox"/> No DBE	<input type="checkbox"/> No DBE Goal		
Name of DBE Consultant Firm	Consultant Type	NAICS Code	Total DBE Amount =original plus all amendments	Total DBE Amount for this Amendment Only	
Subconsultant 2	Subconsultant	22221	\$243,179.86	\$	
Subconsultant 2	Subconsultant	22222	\$48,687.40	\$	
Subconsultant 3	Subconsultant	33333	\$217,469.56	\$	
Subconsultant 6	Tier Subconsultant	66666	\$4,986.33	\$	
	Choose		\$	\$	
	Choose		\$	\$	
	Choose		\$	\$	
	Choose		\$	\$	
	Choose		\$	\$	
	Choose		\$	\$	
Total DBE amount for this project			\$514,323.15		
Project DBE Goal for this project Conscious amount			\$500,000.00		
Difference between DBE Amount and DBE Goal for this project Calculate as DBE Amount - DBE Goal = Neutral amount			\$14,323.15		

PROJECT INFORMATION				to be completed by prime consultant	
Project ID	Original Project DBE Goal		Revised Project DBE Goal		
2222-22-22	N/A	<input type="checkbox"/> No DBE Goal	<input type="checkbox"/> No DBE Goal		
Name of DBE Consultant Firm	Consultant Type	NAICS Code	Total DBE Amount =original plus all amendments	Total DBE Amount for this Amendment Only	
Subconsultant 2	Subconsultant	22221	\$83,495.79	\$	
Subconsultant 2	Subconsultant	22222	\$20,156.98	\$	
Subconsultant 3	Subconsultant	33333	\$24,561.21	\$	
Subconsultant 6	Tier Subconsultant	66666	\$3,781.52	\$	
	Choose		\$	\$	
	Choose		\$	\$	
	Choose		\$	\$	
	Choose		\$	\$	
	Choose		\$	\$	
	Choose		\$	\$	
Total DBE amount for this project			\$131,995.50		
Project DBE Goal for this project Conscious amount			\$0.00		
Difference between DBE Amount and DBE Goal for this project Calculate as DBE Amount - DBE Goal = Neutral amount			\$131,995.50		

NAICS Codes can be found by visiting <https://www.census.gov/eos/www/naics/>

DT1029

Page 2 of 3

CONSULTANT COMMITMENT TO SUBCONTRACT TO DISADVANTAGED BUSINESS ENTERPRISE (DBE) FIRM (continued)

DT1029 Wisconsin Department of Transportation (WisDOT)

ATTACHMENT A

Confirmation of Participation

CONTRACT INFORMATION		to be completed by prime consultant	
Current Dollar Value of Contract \$4714978	=original cost plus all amendments	Solicitation Date May 05 2015	
Name of DBE Firm Participating on this contract Subconsultant 2		Name of Prime or Subconsultant who hired the DBE Firm PRIME CONSULTANT	
Description of work to be performed by DBE firm Structural design, soil boring	NAICS Code of work DBE is certified to perform 22221, 22222	Total Subcontract Value \$395,520.03	

PROJECT INFORMATION			to be completed by prime consultant
Master Contract ID M	Work Order #	Amendment #	
Project ID	Total DBE Amount =original plus all amendments		
1111-11-11	\$291,867.26		
2222-22-22	\$103,652.77		
	\$		
	\$		

For Prime Consultants Only		
Arrangements have been made with the participating DBE Firm to perform the type of work listed above for the total subcontract value listed above. I understand that I may not perform the listed work with my own resources or replace this DBE sub-consultant without permission from the DBE Office.		
Prime Consultant (Print Company Name) PRIME CONSULTANT	XPRIME	5/6/2015
Prime Consultant or Representative's Name (Print) PRIME	Prime Consultant or Representative's Signature	Date

For Participating Consultant DBE Firms Only		
Arrangements have been made with the Prime Consultant to perform the type of work listed above for the subcontract value listed above. I understand that failure to execute the work listed above will result in my company being replaced as a sub-consultant on this project.		
Participating DBE Firm (Print Company Name) Subconsultant 2	XSUB 2	5/6/2015
Participating DBE Representative's Name (Print) Sub 2	Participating DBE Firm Representative's Signature	Date

CONSULTANT COMMITMENT TO SUBCONTRACT TO DISADVANTAGED BUSINESS ENTERPRISE (DBE) FIRM *(continued)*

DT1029 Wisconsin Department of Transportation (WisDOT)

ATTACHMENT A

Confirmation of Participation

CONTRACT INFORMATION		to be completed by prime consultant
Current Dollar Value of Contract \$4714978	=original cost plus all amendments	Solicitation Date May 05 2015
Name of DBE Firm Participating on this contract Subconsultant 3		Name of Prime or Subconsultant who hired the DBE Firm PRIME CONSULTANT
Description of work to be performed by DBE firm Roadway design	NAICS Code of work DBE is certified to perform 33333	Total Subcontract Value \$242,030.77

PROJECT INFORMATION			to be completed by prime consultant
Master Contract ID M	Work Order #	Amendment #	
Project ID	Total DBE Amount =original plus all amendments		
1111-11-11	\$217,469.56		
2222-22-22	\$24,561.21		
	\$		
	\$		

For Prime Consultants Only		
Arrangements have been made with the participating DBE Firm to perform the type of work listed above for the total subcontract value listed above. I understand that I may not perform the listed work with my own resources or replace this DBE sub-consultant without permission from the DBE Office.		
Prime Consultant (Print Company Name) PRIME CONSULTANT	XPRIME	5/6/2015
Prime Consultant or Representative's Name (Print) PRIME	Prime Consultant or Representative's Signature	Date

For Participating Consultant DBE Firms Only		
Arrangements have been made with the Prime Consultant to perform the type of work listed above for the subcontract value listed above. I understand that failure to execute the work listed above will result in my company being replaced as a sub-consultant on this project.		
Participating DBE Firm (Print Company Name) Subconsultant 3	XSUB 3	5/6/2015
Participating DBE Representative's Name (Print) Sub 3	Participating DBE Firm Representative's Signature	Date

CONSULTANT COMMITMENT TO SUBCONTRACT TO DISADVANTAGED BUSINESS ENTERPRISE (DBE) FIRM (continued)

DT1029 Wisconsin Department of Transportation (WisDOT)

ATTACHMENT A

Confirmation of Participation

CONTRACT INFORMATION		to be completed by prime consultant
Current Dollar Value of Contract \$4714978	=original cost plus all amendments	Solicitation Date May 05 2015
Name of DBE Firm Participating on this contract Subconsultant 6		Name of Prime or Subconsultant who hired the DBE Firm PRIME CONSULTANT
Description of work to be performed by DBE firm Public relations	NAICS Code of work DBE is certified to perform 66666	Total Subcontract Value \$0

PROJECT INFORMATION			to be completed by prime consultant
Master Contract ID M	Work Order #	Amendment #	
Project ID	Total DBE Amount =original plus all amendments		
1111-11-11	\$0.00		
2222-22-22	\$0.00		
	\$		
	\$		

For Prime Consultants Only		
Arrangements have been made with the participating DBE Firm to perform the type of work listed above for the total subcontract value listed above. I understand that I may not perform the listed work with my own resources or replace this DBE sub-consultant without permission from the DBE Office.		
Prime Consultant (Print Company Name) PRIME CONSULTANT	XPRIME	5/13/2015
Prime Consultant or Representative's Name (Print) PRIME	Prime Consultant or Representative's Signature	Date

For Participating Consultant DBE Firms Only		
Arrangements have been made with the Prime Consultant to perform the type of work listed above for the subcontract value listed above. I understand that failure to execute the work listed above will result in my company being replaced as a sub-consultant on this project.		
Participating DBE Firm (Print Company Name) Subconsultant 6	XSUB 6	5/13/2015
Participating DBE Representative's Name (Print) Sub 6	Participating DBE Firm Representative's Signature	Date



Amendment 1

CONSULTANT COMMITMENT TO SUBCONTRACT TO DISADVANTAGED BUSINESS ENTERPRISE (DBE) FIRM

Wisconsin Department of Transportation (WisDOT)
DT1029 04/2015

CONTRACT INFORMATION				to be completed by prime consultant	
Current Dollar Value of Contract =original cost plus all amendments \$ 4,706,210.65		Solicitation Date (<i>choose</i>) May 05 2015		Solicitation ID SE 01	
Transportation Region/Bureau SE					
Prime Consultant PRIME CONSULTANT					
DBE Goal set by <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Project		Original Contract DBE Goal <input type="checkbox"/> % <input checked="" type="checkbox"/> \$ 500,000 <input type="checkbox"/> No DBE Goal		Revised Contract DBE Goal <input type="checkbox"/> % <input type="checkbox"/> \$ <input type="checkbox"/> No DBE Goal	
Master Contract ID M	Work Order #	Stage	Phase	Amendment # 1	Good Faith Waiver (DT1026) approved? (if needed) No

DBE INFORMATION		to be completed by DOT Contract Specialist	
Please check the appropriate box to indicate the type of DBE contract. For all: Send original copy of DBE commitment and original contract to Contract Administration Unit (CAU) If there is Federal funding, also send this form to dbeconsultantservices@dot.wi.gov			
<input type="checkbox"/> Federal Funding – DBE Goal with DBE Participation	Use subject line "ID XXXX-XX-XX DBE Goal Commitment"		
<input type="checkbox"/> Federal Funding – No DBE Goal with DBE Participation	Use subject line "ID XXXX-XX-XX Commitment No Goal"		
<input checked="" type="checkbox"/> Federal Funding – DBE Goal Amendment	Use subject line "ID XXXX-XX-XX consent to Terminate/Reduce/Substitute DBE" and copy the Department Representative for the contract		
<input type="checkbox"/> State Funding – DBE Participation	Send form with the original contract		
<input type="checkbox"/> Other:	Send form with the original contract		

This form fulfills the responsibility or responsiveness requirement for contract DBE goals on federally funded projects according to the Code of Federal Regulations ([49 C. F. R. § 26](#)).

For each separate project ID, list all DBE consultants on page 2. Complete the DBE project information before completing the *DBE Commitment Summary* below. Include the prime consultant firm if the prime qualifies as a DBE. Attach additional sheets, if needed. A copy of *Attachment A* is required for each subcontractant.

DBE prime consultant dollar amounts are always considered as neutral DBE amounts. DBE subcontractants amounts may consist of conscious amounts, neutral amounts, or both. NAICS Codes can be found by visiting <https://www.census.gov/eos/www/naics/>

DBE Commitment Summary		to be completed by prime consultant	
Contract DBE Amount (all projects combined) include amounts from all pages		\$637,550.80	
Contract DBE Goal (all projects combined) Conscious amount		\$500,000.00	
Difference between DBE Amount and DBE Goal Calculate as DBE Amount - DBE Goal = Neutral amount		\$137,550.80	

PRIME CONSULTANT CERTIFICATION	
I certify that arrangements have been made for the foregoing work with the listed DBE consultants. I further understand that any willful falsification/fraudulent statement or misrepresentation will result in appropriate sanctions which may include debarment and/or prosecution under applicable State (Trans 504) and federal laws.	
XPRIME	5/13/2015
Prime Consultant or Representative's Signature	Date
XWisDOT DBE	<input checked="" type="checkbox"/> Approve 5/14/2015 <input type="checkbox"/> Deny
DOT DBE Office Signature	Date

CONSULTANT COMMITMENT TO SUBCONTRACT TO DISADVANTAGED BUSINESS ENTERPRISE (DBE) FIRM (continued)

DT1029 Wisconsin Department of Transportation (WisDOT)

PROJECT INFORMATION				to be completed by prime consultant	
Project ID	Original Project DBE Goal		Revised Project DBE Goal		
1111-11-11	\$500,000	<input type="checkbox"/> No DBE	<input type="checkbox"/> No DBE Goal		
Name of DBE Consultant Firm	Consultant Type	NAICS Code	Total DBE Amount =original plus all amendments	Total DBE Amount for this Amendment Only	
Subconsultant 2	Subconsultant	22221	\$243,179.86	\$	
Subconsultant 2	Subconsultant	22222	\$48,687.40	\$	
Subconsultant 3	Subconsultant	33333	\$217,469.56	\$	
Subconsultant 6	Tier Subconsultant	66666	\$0.00	\$(4,986.33)	
	Choose		\$	\$	
	Choose		\$	\$	
	Choose		\$	\$	
	Choose		\$	\$	
	Choose		\$	\$	
	Choose		\$	\$	
Total DBE amount for this project			\$509,336.82		
Project DBE Goal for this project Conscious amount			\$500,000.00		
Difference between DBE Amount and DBE Goal for this project Calculate as DBE Amount - DBE Goal = Neutral amount			\$9,336.82		

PROJECT INFORMATION				to be completed by prime consultant	
Project ID	Original Project DBE Goal		Revised Project DBE Goal		
2222-22-22	N/A	<input type="checkbox"/> No DBE Goal	<input type="checkbox"/> No DBE Goal		
Name of DBE Consultant Firm	Consultant Type	NAICS Code	Total DBE Amount =original plus all amendments	Total DBE Amount for this Amendment Only	
Subconsultant 2	Subconsultant	22221	\$83,495.79	\$	
Subconsultant 2	Subconsultant	22222	\$20,156.98	\$	
Subconsultant 3	Subconsultant	33333	\$24,561.21	\$	
Subconsultant 6	Tier Subconsultant	66666	\$0.00	\$(3,781.52)	
	Choose		\$	\$	
	Choose		\$	\$	
	Choose		\$	\$	
	Choose		\$	\$	
	Choose		\$	\$	
	Choose		\$	\$	
Total DBE amount for this project			\$128,213.98		
Project DBE Goal for this project Conscious amount			\$0.00		
Difference between DBE Amount and DBE Goal for this project Calculate as DBE Amount - DBE Goal = Neutral amount			\$128,213.98		

NAICS Codes can be found by visiting <https://www.census.gov/eos/www/naics/>

CONSULTANT COMMITMENT TO SUBCONTRACT TO DISADVANTAGED BUSINESS ENTERPRISE (DBE) FIRM (continued)

DT1029 Wisconsin Department of Transportation (WisDOT)

ATTACHMENT A

Confirmation of Participation

CONTRACT INFORMATION		to be completed by prime consultant	
Current Dollar Value of Contract \$4714978	=original cost plus all amendments	Solicitation Date May 05 2015	
Name of DBE Firm Participating on this contract Subconsultant 6		Name of Prime or Subconsultant who hired the DBE Firm PRIME CONSULTANT	
Description of work to be performed by DBE firm Public relations	NAICS Code of work DBE is certified to perform 66666	Total Subcontract Value \$0	

PROJECT INFORMATION			to be completed by prime consultant
Master Contract ID M	Work Order #	Amendment # 1	
Project ID	Total DBE Amount =original plus all amendments		
1111-11-11	\$0.00		
2222-22-22	\$0.00		
	\$		
	\$		

For Prime Consultants Only		
Arrangements have been made with the participating DBE Firm to perform the type of work listed above for the total subcontract value listed above. I understand that I may not perform the listed work with my own resources or replace this DBE sub-consultant without permission from the DBE Office.		
Prime Consultant (Print Company Name) PRIME CONSULTANT	XPRIME	5/13/2015
Prime Consultant or Representative's Name (Print) PRIME	Prime Consultant or Representative's Signature	Date

For Participating Consultant DBE Firms Only		
Arrangements have been made with the Prime Consultant to perform the type of work listed above for the subcontract value listed above. I understand that failure to execute the work listed above will result in my company being replaced as a sub-consultant on this project.		
Participating DBE Firm (Print Company Name) Subconsultant 6	XSUB 6	5/13/2015
Participating DBE Representative's Name (Print) Sub 6	Participating DBE Firm Representative's Signature	Date



Amendment 3

CONSULTANT COMMITMENT TO SUBCONTRACT TO DISADVANTAGED BUSINESS ENTERPRISE (DBE) FIRM

Wisconsin Department of Transportation (WisDOT)
DT1029 04/2015

CONTRACT INFORMATION		to be completed by prime consultant			
Current Dollar Value of Contract <small>=original cost plus all amendments</small> \$ 4,789,769.52	Solicitation Date (<i>choose</i>) May 05 2015	Solicitation ID SE 01	Transportation Region/Bureau SE		
Prime Consultant PRIME CONSULTANT					
DBE Goal set by <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Project		Original Contract DBE Goal <input type="checkbox"/> % <input checked="" type="checkbox"/> \$ 500,000 <input type="checkbox"/> No DBE Goal		Revised Contract DBE Goal <input type="checkbox"/> % <input checked="" type="checkbox"/> \$ 483,403.99 <input type="checkbox"/> No DBE	
Master Contract ID M	Work Order #	Stage	Phase	Amendment # 3	Good Faith Waiver (DT1026) approved? (if needed) Yes

DBE INFORMATION		to be completed by DOT Contract Specialist
Please check the appropriate box to indicate the type of DBE contract. For all: Send original copy of DBE commitment and original contract to Contract Administration Unit (CAU) If there is Federal funding, also send this form to dbeconsultantservices@dot.wi.gov		
<input type="checkbox"/> Federal Funding – DBE Goal with DBE Participation	Use subject line "ID XXXX-XX-XX DBE Goal Commitment"	
<input type="checkbox"/> Federal Funding – No DBE Goal with DBE Participation	Use subject line "ID XXXX-XX-XX Commitment No Goal"	
<input checked="" type="checkbox"/> Federal Funding – DBE Goal Amendment	Use subject line "ID XXXX-XX-XX consent to Terminate/Reduce/Substitute DBE" and copy the Department Representative for the contract	
<input type="checkbox"/> State Funding – DBE Participation	Send form with the original contract	
<input type="checkbox"/> Other:	Send form with the original contract	

This form fulfills the responsibility or responsiveness requirement for contract DBE goals on federally funded projects according to the Code of Federal Regulations ([49 C. F. R. § 26](#)).

For each separate project ID, list all DBE consultants on page 2. Complete the DBE project information before completing the *DBE Commitment Summary* below. Include the prime consultant firm if the prime qualifies as a DBE. Attach additional sheets, if needed. A copy of *Attachment A* is required for each subconsultant.

DBE prime consultant dollar amounts are always considered as neutral DBE amounts. DBE subconsultants amounts may consist of conscious amounts, neutral amounts, or both. NAICS Codes can be found by visiting <https://www.census.gov/eos/www/naics/>

DBE Commitment Summary		to be completed by prime consultant
Contract DBE Amount (all projects combined) <small>include amounts from all pages</small>	\$729,540.27	
Contract DBE Goal (all projects combined) <small>Conscious amount</small>	\$483,403.99	
Difference between DBE Amount and DBE Goal <small>Calculate as DBE Amount - DBE Goal = Neutral amount</small>	\$246,136.28	

PRIME CONSULTANT CERTIFICATION	
I certify that arrangements have been made for the foregoing work with the listed DBE consultants. I further understand that any willful falsification/fraudulent statement or misrepresentation will result in appropriate sanctions which may include debarment and/or prosecution under applicable State (Trans 504) and federal laws.	
XPRIME	5/20/2015
<i>Prime Consultant or Representative's Signature</i>	<i>Date</i>
XWisDOT DBE	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Deny
<i>DOT DBE Office Signature</i>	5/21/2015 <i>Date</i>

CONSULTANT COMMITMENT TO SUBCONTRACT TO DISADVANTAGED BUSINESS ENTERPRISE (DBE) FIRM *(continued)*

DT1029 Wisconsin Department of Transportation (WisDOT)

PROJECT INFORMATION			to be completed by prime consultant	
Project ID	Original Project DBE Goal		Revised Project DBE Goal	
1111-11-11	\$500,000	<input type="checkbox"/> No DBE	\$483,403.99	<input type="checkbox"/> No DBE Goal
Name of DBE Consultant Firm	Consultant Type	NAICS Code	Total DBE Amount =original plus all amendments	Total DBE Amount for this Amendment Only
Subconsultant 2	Subconsultant	22221	\$220,346.87	\$(22,832.99)
Subconsultant 2	Subconsultant	22222	\$52,687.40	\$4,000.00
Subconsultant 3	Subconsultant	33333	\$210,369.72	\$(7,099.84)
	Choose		\$	\$
	Choose		\$	\$
	Choose		\$	\$
	Choose		\$	\$
	Choose		\$	\$
	Choose		\$	\$
	Choose		\$	\$
Total DBE amount for this project			\$483,403.99	
Project DBE Goal for this project Conscious amount			\$483,403.99	
Difference between DBE Amount and DBE Goal for this project Calculate as DBE Amount - DBE Goal = Neutral amount			\$0.00	

PROJECT INFORMATION			to be completed by prime consultant	
Project ID	Original Project DBE Goal		Revised Project DBE Goal	
2222-22-22	N/A	<input type="checkbox"/> No DBE Goal		<input type="checkbox"/> No DBE Goal
Name of DBE Consultant Firm	Consultant Type	NAICS Code	Total DBE Amount =original plus all amendments	Total DBE Amount for this Amendment Only
Subconsultant 2	Subconsultant	22221	\$143,789.55	\$60,293.76
Subconsultant 2	Subconsultant	22222	\$26,856.98	\$6,700.00
Subconsultant 3	Subconsultant	33333	\$75,489.75	\$50,928.54
	Choose		\$	\$
	Choose		\$	\$
	Choose		\$	\$
	Choose		\$	\$
	Choose		\$	\$
	Choose		\$	\$
	Choose		\$	\$
Total DBE amount for this project			\$246,136.28	
Project DBE Goal for this project Conscious amount			\$0.00	
Difference between DBE Amount and DBE Goal for this project Calculate as DBE Amount - DBE Goal = Neutral amount			\$246,136.28	

NAICS Codes can be found by visiting <https://www.census.gov/eos/www/naics/>

CONSULTANT COMMITMENT TO SUBCONTRACT TO DISADVANTAGED BUSINESS ENTERPRISE (DBE) FIRM *(continued)*

DT1029 Wisconsin Department of Transportation (WisDOT)

ATTACHMENT A

Confirmation of Participation

CONTRACT INFORMATION		to be completed by prime consultant
Current Dollar Value of Contract \$4,789,769.52	=original cost plus all amendments	Solicitation Date May 05 2015
Name of DBE Firm Participating on this contract Subconsultant 2		Name of Prime or Subconsultant who hired the DBE Firm PRIME CONSULTANT
Description of work to be performed by DBE firm Structural design, soil boring	NAICS Code of work DBE is certified to perform 22221, 22222	Total Subcontract Value \$443,680.80

PROJECT INFORMATION			to be completed by prime consultant
Master Contract ID M	Work Order #	Amendment # 3	
Project ID	Total DBE Amount =original plus all amendments		
1111-11-11	\$273,034.27		
2222-22-22	\$170,646.53		
	\$		
	\$		

For Prime Consultants Only		
Arrangements have been made with the participating DBE Firm to perform the type of work listed above for the total subcontract value listed above. I understand that I may not perform the listed work with my own resources or replace this DBE sub-consultant without permission from the DBE Office.		
Prime Consultant (Print Company Name) PRIME CONSULTANT	XPRIME	5/20/2015
Prime Consultant or Representative's Name (Print) PRIME	Prime Consultant or Representative's Signature	Date

For Participating Consultant DBE Firms Only		
Arrangements have been made with the Prime Consultant to perform the type of work listed above for the subcontract value listed above. I understand that failure to execute the work listed above will result in my company being replaced as a sub-consultant on this project.		
Participating DBE Firm (Print Company Name) Subconsultant 2	XSUB 2	5/20/2015
Participating DBE Representative's Name (Print) Sub 2	Participating DBE Firm Representative's Signature	Date

CONSULTANT COMMITMENT TO SUBCONTRACT TO DISADVANTAGED BUSINESS ENTERPRISE (DBE) FIRM (continued)

DT1029 Wisconsin Department of Transportation (WisDOT)

ATTACHMENT A

Confirmation of Participation

CONTRACT INFORMATION		to be completed by prime consultant
Current Dollar Value of Contract \$4,789,769.52	=original cost plus all amendments	Solicitation Date May 05 2015
Name of DBE Firm Participating on this contract Subconsultant 2		Name of Prime or Subconsultant who hired the DBE Firm PRIME CONSULTANT
Description of work to be performed by DBE firm Roadway design	NAICS Code of work DBE is certified to perform 33333	Total Subcontract Value \$285,859.47

PROJECT INFORMATION			to be completed by prime consultant
Master Contract ID M	Work Order #	Amendment # 3	
Project ID	Total DBE Amount =original plus all amendments		
1111-11-11	\$210,369.72		
2222-22-22	\$75,489.75		
	\$		
	\$		

For Prime Consultants Only		
Arrangements have been made with the participating DBE Firm to perform the type of work listed above for the total subcontract value listed above. I understand that I may not perform the listed work with my own resources or replace this DBE sub-consultant without permission from the DBE Office.		
Prime Consultant (Print Company Name) PRIME CONSULTANT	XPRIME	5/20/2015
Prime Consultant or Representative's Name (Print) PRIME	Prime Consultant or Representative's Signature	Date

For Participating Consultant DBE Firms Only		
Arrangements have been made with the Prime Consultant to perform the type of work listed above for the subcontract value listed above. I understand that failure to execute the work listed above will result in my company being replaced as a sub-consultant on this project.		
Participating DBE Firm (Print Company Name) Subconsultant 3	XSUB 3	5/20/2015
Participating DBE Representative's Name (Print) Sub 3	Participating DBE Firm Representative's Signature	Date

Management Consultant Approval email Record

From: william.stark@dot.gov [<mailto:william.stark@dot.gov>]

Sent: Thursday, January 28, 2016 9:50 AM

To: Stertz, David L - DOT <David.Stertz@dot.wi.gov>

Cc: Czech, Nathan - DOT <nathan.czech@dot.wi.gov>; Knoche, Randy - DOT <Randy.Knoche@dot.wi.gov>;

Villiesse, Sandra - DOT <Sandra.Villiesse@dot.wi.gov>

Subject: FHWA Approval For WisDOT Use of Management Consultants - Local Program

As discussed at the WisDOT Consultant Unit Supervisor Meeting last week, since WisDOT is starting to make plans to continue the use of Management Consultants in the Federally Funded local program, I am taking this time to provide the required FHWA approval for this use of consultants in a management support role. With the recent revision of the relevant FHWA regulation, I am providing further below the current language and requirements. I find that WisDOT is in compliance with these requirements.

This approval is also consistent with the basis set forth in the attachment, which is a 2013 correspondence approving the use of Management Consultants (MCs) in the WisDOT Federally Funded local program. I find that reasoning to still be accurate. Furthermore I note that in 2012 the FHWA Wisconsin Division Office conducted a "Responsible Charge" review which found that the WisDOT local program was in full compliance with the FHWA responsible charge requirements.

It is also my understanding that WisDOT has been considering whether to continue to tie the length of the MC contracts to the length of the Local Program period, or to go with a calendar year approach. Based on the attached I believe it may be difficult at first glance to determine the scope of the FHWA approval in regards to program period or time period.

Because WisDOT has effectively and efficiently used Management Consultants in the administration and delivery of the Federally Funded local program for twenty years, and has during these two decades demonstrated the ability to provide proper oversight, evaluation, and accountability while using consultants in this management role, I have determined that it is appropriate to provide a programmatic approval. Therefore, this constitutes continuing FHWA approval for WisDOT to use consultants in a management role in the local program, (i.e. to continue the use of Management Consultants). This FHWA approval shall continue until expressly revoked by FHWA through notice to WisDOT.

Please let me know if you have any questions,

Bill Stark

Title 23: Highways

PART 172—PROCUREMENT, MANAGEMENT, AND ADMINISTRATION OF ENGINEERING AND DESIGN RELATED SERVICES

§172.7 Procurement methods and procedures.

(b) Additional procurement requirements

(5) Consultant services in management support roles.

(i) When FAHP funds participate in a consultant services contract, the contracting agency shall receive approval from FHWA, or the recipient as appropriate, before utilizing a consultant to act in a management support role for the contracting agency; unless an alternate approval procedure has been approved. Use of consultants in management support roles does not relieve the contracting agency of responsibilities associated with the use of FAHP funds, as specified in 23 U.S.C. 302(a) and 23 U.S.C. 106(g)(4) and should be limited to large projects or

circumstances where unusual cost or time constraints exist, unique technical or managerial expertise is required, and/or an increase in contracting agency staff is not a viable option.

(ii) Management support roles may include, but are not limited to, providing oversight of an element of a highway program, function, or service on behalf of the contracting agency or may involve managing or providing oversight of a project, series of projects, or the work of other consultants and contractors on behalf of the contracting agency. Contracting agency written policies and procedures as specified in §172.5(c) may further define allowable management roles and services a consultant may provide, specific approval responsibilities, and associated controls necessary to ensure compliance with Federal requirements.

(iii) Use of consultants or subconsultants in management support roles requires appropriate conflicts of interest standards as specified in paragraph (b)(4) of this section and adequate contracting agency staffing to administer and monitor the management consultant contract, as specified in §172.9(d). A consultant serving in a management support role may be precluded from providing additional services on projects, activities, or contracts under its oversight due to potential conflicts of interest.

(iv) FAHP funds shall not participate in the costs of a consultant serving in a management support role where the consultant was not procured in accordance with Federal and State requirements, as specified in 23 CFR 1.9(a).

(v) Where benefiting more than a single Federal-aid project, allocability of consultant contract costs for services related to a management support role shall be distributed consistent with the cost principles applicable to the contracting agency, as specified in 2 CFR part 200, subpart E—Cost Principles.

William T. Stark
Civil Rights, Consulting,

Local Program and
Suspension & Debarment
FHWA WI Division Office
Office (608) 829-7516
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From: william.stark@dot.gov [mailto:william.stark@dot.gov]
Sent: Wednesday, June 12, 2013 12:33 PM
To: Simon, David - DOT <David.Simon@dot.wi.gov>
Cc: Greuel, Donald - DOT <donald.greuel@dot.wi.gov>; Czech, Nathan - DOT <nathan.czech@dot.wi.gov>
Subject: FW: Local Program - MC Solicitation Process
Importance: High

This responds to WisDOT's request to continue using the management consultant approach to assist the Department in the delivery of federally funded local program projects. Per 23 CFR 172.9(d) "*Consultant services in management roles*. When Federal-aid highway funds participate in the contract, the contracting agency shall receive approval from the FHWA before hiring (**should state "contracting"**) a consultant to act in a management role for the contracting agency."

From the FHWA perspective we concur that the WisDOT use of Management Consultants (MCs) to act in a management role in the delivery of the federally funded local program projects is both efficient and cost effective. In addition, the use of this approach, along with excellent WisDOT staff personnel, has resulted in significant improvement in compliance with the myriad of applicable federal requirements.

This approval is based on but not limited to the following:

1. The strong quality based selection process established for this cycle. I have participated in the prior WisDOT solicitations, interviews, and selections of MCs and those processes were good. However one of the key reasons for the success of the MC approach is that WisDOT has continued to review, refine, and improve their

procedures and process. This new interview approach is just such an example.

2. The WisDOT commissioned February 2012 Final Report on the Evaluation of WisDOT's Local Program Management Consultant Program obtained from the University of Wisconsin – Madison, Department of Civil and Environmental Engineering, Construction and Materials Support Center. The 62 page Final Report established that this approach is providing very good results and improvements in regards to cost, consistency, and compliance.
3. The establishment and use of a local program stakeholder committee (the WisDOT Local Program Advisory Forum) to obtain information from the partners and to provide opportunities for collaboration and improvement.
4. The Local Program Roles and Responsibilities group which is conducting an effort to examine, improve and when appropriate revise the roles of the various local program stakeholders. I believe that this effort has led to greater understanding, and will lead to continued improvement.
5. However, I believe that the greatest credit should go to the quality and quantity of internal coordination and improvement conducted by WisDOT staff at the central office and at the Region level. This includes in particular DTSD local program and consultant sections, DTIM Local Transportation Programs & Finance Bureau, and the Region local program and consulting personnel. Since my time at FHWA I have observed a great many dedicated, knowledgeable WisDOT staff working together to find ways to satisfy state and federal requirements while completing quality projects at a reasonable cost.

I look forward to the upcoming selection process. I remind you that the current FHWA guidance is that FHWA personnel should participate as a non-voting observer.

Bill

William T. Stark
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From: Simon, David - DOT [<mailto:David.Simon@dot.wi.gov>]

Sent: Monday, June 10, 2013 10:02 AM

To: Stark, William (FHWA)

Cc: Greuel, Donald - DOT

Subject: Local Program - MC Solicitation Process

Importance: High

Dear Mr. Stark,

The Wisconsin Department of Transportation requests approval from the Federal Highway Administration to continue using Management Consultants to assist us in the delivery of local program projects. We believe that the MC program is efficient and cost effective. A recent study has shown that since the statewide implementation of the MC program in Wisconsin, both consistency and compliance with state and federal requirements have improved significantly.

We are now preparing for the solicitation and selection of firms for the next round of MC contracts.

Here are some key dates for the process...

June 10	Solicitation due to Consultant Services Section
June 26	Solicitation goes live

July 11	NOI's due
August 7&8	Interviews at the Crowne Plaza on Madison's east side.****
August 9	Selections due to Consultant Services Section
August 21	Posting of Selections
Sept-Oct	Finalize contract language
December	Governor's signature
Jan 1, 2014	Effective date

On the August 7th MC teams will rotate through a statewide panel and a region panel. Each region panel, made up of region staff and local stakeholder representatives, will evaluate and rank those firms that are interested in being the MC for their region. A "decision panel" will convene on August 8th to review the rankings of the panels and make the selections. Each region will have a representative on the decision panel. That representative will be the spokesperson for their region. That representative will be required to attend all of the interviews on the previous day. The decision panel will also sort out any overlaps or logistical issues from a statewide perspective.

Please let me know if you need any additional information. Thank you for your continuing support of our Local Program activities,

Dave



David M. Simon, P.E. Project Services Supervisor

Wisconsin Department of Transportation
Bureau of Project Development
Rm 651 HFSTB (608) 267-9641

david.simon@dot.wi.gov



FDM 8-10-1 Scoping and Estimating

December 5, 2017

1.1 Scoping

Scoping meetings are scheduled once the preferred consultant accepts WisDOT's or local unit of government's invitation to negotiate a contract. A field review of the project prior to or at the first scoping meeting is strongly encouraged. The purpose of the scoping meeting is to establish a shared understanding of the detailed scope and nature of the services, required deliverables by format, scale, number of copies, etc., responsibilities of each party, critical milestones, DBE requirements, etc. before estimating hours and costs. WisDOT or local unit of government will share the CDR, Project Management Plan (PMP) scoping module and all available materials and information regarding the scope of the project with the consultant, as available.

Scoping efforts between WisDOT and the consultant should not significantly expand the scope of the contract outside the deliverables advertised in the original solicitation. For example, a contract initially advertised as preliminary design cannot be extended to include final PS&E documents during negotiations.

Scoping for Work Orders on Master Contracts and for amendments should not differ from the process used for a two or three-party contract.

1.2 Estimating Hours and Costs

After the initial scoping efforts have been completed for a contract, work order or an amendment, WisDOT staff should review the information from the cost/benefit analysis as described in FDM 8-1-5 and the hours and cost in the PMP for comparison with the current scoping efforts. This initial scoping and an internal estimate of effort and costs for the initial scope must be approved by the CU-Sup. The WisDOT Project Manager or local unit of government will then ask the consultant to independently prepare an estimate of hours and costs. WisDOT staff or local unit of government should contact the Region Consultant Unit for guidance on preparing cost estimates for negotiation.

If the consultant or its proposed subconsultant(s) does not have an approved indirect cost rate, an audit by the WisDOT Division of Transportation Investment Management Audit Unit will be needed prior to completing negotiations. See [FDM 8-25-30](#) for more information.

[Attachment 1.1](#) is the format for estimating and summarizing hours by task and employee classification for construction and design engineering contracts. The basis for hours and cost estimates will be a combination of experience, historical data, contracts for similar projects, etc. [Attachment 1.3](#) must be substituted for [Attachment 1.1](#) on contacts using a specific rate of compensation method of payment. See [FDM 8-10-15](#) for more information on these types of contracts.

[Attachment 1.2](#) is a sample format for estimating and summarizing hours by employee classification and time schedule for construction engineering contracts. This figure is optional and would be in addition to using [Attachment 1](#). Cost estimates for construction engineering contracts can be evaluated as a percentage of construction costs based on historical data and contracts for similar projects. This method can be used as a comparison to the costs agreed to through scoping.

The tasks used for estimating construction, planning and design services must equate with those used by WisDOT staff for similar services. The work breakdown structure (WBS or consultant activity task list), positions, and assumptions documents are located on the Masterworks internet support page at:

<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/contracts/masterworks.aspx>

For clarity during scoping, additional tasks can be added within any of the categories to better define the project scope and provide estimated hours and costs for negotiations. Task hours and cost within any single category code shall be totaled for each category code when submitting hours and cost estimates in Attachment 1.1 of the contract.

Estimates of efforts for tasks and categories should consider total hours as well as hours for various levels of staffing. Cost analysis should include an evaluation of each element (direct labor, indirect costs, non-labor direct costs, fixed fee, subcontracts), along with total cost.

1.3 Submitting Contract Cost Estimates

The negotiated versions of [Attachment 1.1](#) and [Attachment 1.2](#) (for construction contracts) must be included

with the final contract submitted to Contract Administration Unit (CAU). Substitute [Attachment 1.3](#) for [Attachment 1.1](#) on specific rate of compensation contracts. If there are multiple methods of payment, the contract must include separate staff hours and direct labor cost estimates for each method of payment using the appropriate attachments.

Certain tasks on a contract may be completed by the consultant only if WisDOT provides a written Notice to Proceed. There must be a separate staff hours and direct labor cost estimate form ([Attachment 1.1](#)) that summarizes the hours and dollar estimates for all "if authorized" tasks.

All contracts must have a separate total contract summary version of [Attachment 1.1](#) for all services including any "if authorized" tasks for the prime consultant and each subconsultant. The total staff hours and direct labor costs should equal the total hours and dollars on the contract for the prime consultant and each subconsultant.

Phased contracts must include labor hour estimates by engineering task for each individual phase, as well as a summary of all estimated labor hours for the contract.

1.4 Labor Costs for Principals and Management Classifications

Labor costs for principals and other management classifications of a consultant firm may be included as Direct Labor Costs for only the time they are productively engaged in services necessary to accomplish the terms of the contract AND provided this is the consultant's normal practice and the costs are not included in the consultant's indirect cost rate (overhead).

LIST OF ATTACHMENTS

Attachment 1.1	Summary of Staff Hours & Direct Labor Costs
Attachment 1.2	Staff Work Schedule
Attachment 1.3	Specific Rate Contract Staff Hours and Direct Labor Costs

FDM 8-10-5 Contract Negotiation Process

July 23, 2015

The negotiation process begins after the scoping meeting(s) have been held and an initial scope has been agreed upon. This process shall also apply to Work Orders for Master Contracts and amendments.

During contract negotiations with consultants, a WisDOT Consultant Unit Supervisor (CU-Sup) or the Statewide Consultant Engineer must represent the department. The CU-Sup may delegate negotiation authority to the WisDOT Project Manager. The CU-Sup shall review and approve the scoping and internal efforts and costs developed by the WisDOT Project Manager before allowing the negotiation process to begin. At that point, the consultant will be requested by the WisDOT Project Manager to prepare a proposal to estimate the hours and costs for the agreed upon scope. The submittal of a proposal by the consultant would contain the following:

1. Detailed description of the services. (See [FDM 8-10-1](#))
2. Special provisions for the appropriate boilerplate including the schedule for completion and Method of payment.
3. Summarized time estimates by task and employee classification (see [Attachment 1.1](#)) including a detailed fee computation showing analysis of direct labor, indirect costs, non-labor direct costs, fixed fee, and subcontracts. (See [FDM 8-25-30](#), Audits for information related to indirect rate and allowable direct costs).

The region's Contract Specialist (CS) will review the consultant's proposal for content and completeness before it is given to the CU-Sup to evaluate the consultant's estimated hours and costs.

Negotiation of contracts on the basis of demonstrated competence and qualifications, at fair and reasonable prices is required for all engineering and design related services using Federal-Aid Highway Program (FAHP) funding. The required participants at negotiation meetings include the WisDOT Consultant Unit Supervisor/Region Management designee or Section Chief and consultant (and a representative of the local unit of government for three-party contracts). The inclusion of other participants should be held to a minimum.

The Statewide Consultant Engineer, or a delegate of his choosing, must be present at negotiations of region consultant contracts and amendments estimated at \$1,000,000 or more and for local program federally funded consultant contracts and amendments estimated at \$600,000 or more unless a waiver is granted by the Statewide Consultant Engineer. The WisDOT Contract Manager must attend negotiations on Division of Transportation Investment Management contracts estimated at \$1,000,000 or more unless a waiver is granted.

WisDOT's goal is to negotiate an amount that is fair and reasonable for both WisDOT and the consultant to

complete the proposed effort.

The consultant's cost accounting system shall determine which expenses may be proposed and recovered as direct costs. It is the responsibility of WisDOT staff negotiating consultant contracts to know the expenses that can be charged as direct costs and those that should be included in the indirect cost rate for each firm. Contact the Audit Unit supervisor at (608) 266-2259 before allowing any expenses not specified in the consultant's current indirect cost audit report to be listed as direct costs. A summary report of consultant indirect cost rates and cost accounting practices is available for WisDOT staff.

See [FDM 8-25-30](#) for more information.

WisDOT may not initiate discussions about reducing firms' indirect rates. Firms may voluntarily reduce the indirect rate used on a contract in order to lower total costs. If that occurs, a special provision must be written for the contract specifying the new indirect rate. (See [FDM 8-25-30](#))

Determination of fixed fee will be set prior to solicitation and will be included in the published scope of services starting with contracts solicited in January 2013.

WisDOT considers all other costs negotiable including total direct labor and wage escalation rates. Hence, all of the costs must be considered together to fairly evaluate reasonableness of the bottom line fee.

The consultant should submit a revised proposal reflecting mutual understanding of changes to the scope of services, schedule, estimated efforts and costs resulting from the negotiation meeting(s).

Depending on knowledge of the project, its complexity, and receptiveness of WisDOT and the consultant, negotiations should generally be substantially completed in one or two meetings after the scoping meeting(s) are completed. If agreement does not seem imminent, the WisDOT CU-Sup is required to contact the Statewide Consultant Engineer to discuss the recommendation to terminate the negotiations in writing (with copy sent to Contract Administration Unit (CAU)). The WisDOT CU-Sup can then invite the second ranked consultant to negotiate a contract. Negotiations with a consultant may not be re-opened after termination.

The boilerplate is incorporated into the contract by reference. The consultant prepares the special provisions and supporting documents in the appropriate number of copies. See [FDM 8-20-1](#) for more information. After the CU-Supervisor has concluded negotiations with the consultant, WisDOT Project Managers and the region's CS are then required to review the consultant's final version of the contract before it is submitted to Central Office for approval.

The negotiation process for three-party federally funded consultant contracts should not differ from that for two-party contracts except that the WisDOT region local program contact or the consultant local program manager are resources for the local government but are not required to participate in negotiations unless the contract is more than \$600,000 as discussed under [FDM 8-5-20](#). The final agreed upon contract will be approved and signed by the local unit of government(s), then reviewed and approved by the WisDOT Region Local Program Manager prior to submittal to CAU.

Documents and records relevant to contract negotiations must be retained for three years after final invoice on the contract or for improvement projects after the last project on the contract is closed, in accordance with 49 CFR 18.42. Documents and records that need to be retained include:

1. Initial WisDOT estimate
2. E-mails with the selected consultant
3. Meeting minutes from negotiation meetings with WisDOT and consultant
4. Phone records/notes related to negotiations

The documents shall be kept with the project files. In the event any litigation, claim, negotiation, audit, or other action involving the records has commenced prior to expiration of the three year period, the records must be retained until all issues are resolved.

FDM 8-10-10 Fixed Fee

July 23, 2015

Contract pricing over and above allowable actual costs through a fixed fee is necessary for a firm to stay in business. The department recognizes that a reasonable margin of profit is necessary to sustain a viable consulting industry that is adequately trained, insured, and stable.

The term "fixed fee" refers to the component of the contract price over and above estimated allowable actual cost defined under federal cost principles. The fixed fee percentage is to provide an opportunity for a firm to

make a profit as well as to cover costs associated with risks inherent in the services performed for different types of projects that affect the firm's ability to make that profit.

The fixed fee in a contract does not represent the firm's margin of profit as measured in accordance with Generally Accepted Accounting Principles. A firm's profit margin may be higher if a firm completes the services at a cost that is lower than the contract amount. Conversely, a firm's profit margin may be lower (or even negative) if their costs exceed the contract amount. Additionally, firms recover normal business costs through fixed fees which cannot be allocated as indirect costs in indirect rates for government contracts per the Federal Acquisition Regulations (FAR). These costs include but are not limited to: federal taxes, interest expense for debt, settlements for claims, bad debt - write offs for unpaid bills, charitable contributions, broadcast marketing - advertising, legal fees for organizing/expanding the firm, project costs charged to job and not billed.

10.1 Fixed Fee Determination

Effective for contracts solicited after January 1, 2013, the fixed fee percentage for WisDOT contracts are determined by a committee selected by the Statewide Consultant Engineer and includes the WisDOT Contracts Manager. The committee will use a matrix including the fixed fee factors (See [FDM 8-10-10.2](#)) to set the fixed fee percentage and it will be published in the solicitation of services. For contracts solicited prior to January 1, 2013, in which the fixed fee percentage was not posted in the solicitation, the fixed fee will be negotiated as a percentage of the consultants' direct labor and indirect costs.

Effective July 1, 2014, the Statewide Consultant Engineer will determine and approve fixed fee percentage for local program, small purchase, and sole source contracts. The fixed fee factors discussed below (FDM 8-10-10.2) will also be used to determine the fixed fee for these contracts. The approved fixed fee for local program, small purchase, and sole source contracts will be indicated on their respective approval forms (DT1515, DT1516, and DT1517). Staff can download these forms at:

<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/contracts/supp-doc.aspx>

The fixed fee percentage for WisDOT contracts will typically be within a range of 6% to 12%, but is not to exceed 15%. The Statewide Consultant Engineer will record the fixed fees set for all types of contracts; and maintain this data on an ongoing basis. This fixed fee data will then be regularly considered by the Statewide Consultant Engineer (and committee) in an effort to maintain unbiased consistency in determining the fixed fee for all future contracts.

The published fixed fee percentage is not open to change by the selected firm during contract negotiations.

Fixed fee on a WisDOT contract is calculated as a percentage of direct labor plus an imputed indirect cost using a standard indirect rate of 150%. For example, to determine the fixed fee dollar amount on a contract with a 6% fixed fee rate take the direct labor costs X 2.5 X 0.06. Direct costs and subcontracts are not included in the base for applying fixed fee percentages. The imputed indirect factor is only applicable to the calculation of fixed fee and is not used to determine allowable indirect costs on the contract. An example calculation is demonstrated in [Attachment 10.1](#).

For contracts using a field indirect rate, the standard indirect rate of 150% is used to calculate the fixed fee.

10.2 Fixed Fee Factors

Determination of relative fixed fee percentages on individual contracts should relate to individual contract elements that impact the consultant's ability to make a profit on the contract. There are several factors considered when evaluating the appropriate level of fixed fee on individual contracts:

1. **Level-of-Effort:** This factor represents the risk that the level-of-effort needed to complete the scope of services will vary from the estimated level used as the basis for the negotiated contract price. Fixed fee should be higher when the consultant must absorb level-of-effort risk attributed to variables not within the consultant's control. Fixed fee should be lower for projects with few variables and well-defined scope. It is also important to understand and consider how much of the level-of-effort risk is transferred to the consultant through contract terms and how much is retained by the Department.
 - Lower risk contracts are those involving clearly defined scope a low number of variables and minimal outside agency or public involvement. These contracts have little risk of changes in effort without amendments.
 - Medium risk contracts are those with deliverables based on routine schedules with normal exposure to scope variation and normal outside agency and public involvement.
 - Higher risk contracts are those involving projects with very complex and/or non-traditional

scoping requirements or those where the scope may include delivery and/or milestone interpretations.

2. Scheduling Stability: Contracts with stable predictable schedules pose less scheduling risk than contracts where the contract progress is volatile and/or outside of the consultant's control. The ability of the consultant to control and predict when contract services will be performed allows the firm to utilize its staff efficiently. Projects where the timing of the services is subject to factors outside of the consultant's control can result in less efficient utilization of staff along with unanticipated direct costs.
 - Lower risk contracts have deliverables which are expected to be used well into the future, progress that is not controlled by outside parties, or long-term staffing on a full time basis.
 - Medium risk contracts are those with a routine schedule; acceleration or delay in the schedule is not anticipated.
 - Higher risk contracts include projects with unusually accelerated schedules, outcomes critical to completion of other services, or those with a higher likelihood of interruptions of progress due to reviews, direction change, or other external factors.
3. Uniqueness of Services/Staff Expertise: Some types of professional services are more unique than others. A higher rate of profit is necessary in order to provide incentives for consultants to retain staff with expertise to provide services for which demand may not be constant as well as those requiring extraordinary investment in research and development or capital investment. Firms with specialized expertise are often required to retain staff through slow business cycles, increasing their costs.
 - Lower risk contracts include those that require basic services such as drafting, survey support or administrative services and those services that can be provided by temporary or seasonal employees.
 - Medium risk contracts include those which require a typical mix of production and technically proficient staff.
 - Higher risk contracts are for services that require the application of unique technical expertise, an unusual amount of research and/or large capital investment.
4. Liability/Risk of Claims: This factor is related to the consultant's exposure to claims and lawsuits as the result of services performed under the contract. The type of services and aggressiveness of parties regarding compensation and recovery determine the level of exposure. Risk of errors and omissions may be mitigated by liability insurance required by WisDOT and allocated to contracts through the indirect cost rate. However, the consultant must still absorb the cost of a claim under its deductible or beyond the limits of its insurance policy. The risk associated with the need to subcontract is also a factor; since the prime has the contractual relationship with the department and is the first tier on any claim against the subconsultant's services.
 - Lower risk of exposure should be recognized on contracts where claims are unlikely to occur due to the deliverables, such as in staffing assistance and planning projects with little or no subcontracting
 - Medium risk of exposure should be recognized on contracts delivered under normal conditions with moderate subcontracting.
 - Higher risk should be recognized on contracts where errors made by the consultant could result in re-work or construction contract costs that could be attributed to the consultant and significant subcontracting including new or inexperienced firms
5. Inflation Risk: This risk is associated with the duration of the contract services. Contract cost estimates are based on current cost rates representing direct labor, indirect cost rates and other direct cost rates in effect during the period when the contract is negotiated. The risk of inflation may be mitigated through the use of actual cost contracts and/or escalation factors that are negotiated and incorporated into the contract price.
 - Lower risk of inflation should be recognized contracts of shorter duration and contracts that allow consultants to pass inflationary costs on to the Department as actual costs.
 - Medium risk of inflation should be recognized on contracts delivered under routine schedules and durations (1-2 years) where escalation factors can be used.
 - Higher risk of inflation should be recognized on contracts of longer duration (3 or more years) where the consultant is expected to absorb inflationary increases.
6. Administrative Efficiencies: Some types of contracts require a relatively low level of administrative effort (accounting, marketing, etc.) compared to the contract price than other contracts. While administrative costs are allowed and allocated to projects through indirect cost rates, the proportion of

indirect costs incurred versus allocated is not equitable for all contracts. Some recognition of these inequities may be reflected in negotiated profit.

- Lower risk associated with administrative efficiencies should be recognized on contracts that require low level of administrative effort.
- Medium risk associated with administrative efficiencies should be recognized on contracts that require routine administrative effort.
- Higher risk associated with administrative efficiencies should be recognized on contracts that require additional unbillable administrative costs that is disproportionate to the contract size.

10.3 Fixed Fee for Subcontracts

Fixed fee for subcontractors will be the same as used for services performed by the prime consultant. It will be the same percentage that the department determined for the project when solicited.

LIST OF ATTACHMENTS

[Attachment 10.1](#) Example Fixed Fee Calculation

FDM 8-10-15 Methods of Payment

July 23, 2015

15.1 Allowable Methods

The method(s) of payment used for consultant contracts may be one, or a combination, of the following: Lump Sum, Actual Cost Plus Fixed Fee, Cost Per Unit of Work, or Specific Rate of Compensation. These methods of payment are also applicable to subconsultants. The department and consultant should discuss the method of payment at the start of negotiations.

When the method of payment is any other than lump sum, the contract must specify an upper limit of compensation.

1. LUMP SUM

The term lump sum contract is often used to generally describe a type of contract. Federal Acquisition Regulation 48 CFR 16.2 uses the Fixed Price Contract rather than lump sum contract. However, it is important to clarify that the term lump sum is actually referring to the method of payment to be used in a contract with a consultant. The lump sum method of payment, once negotiated is then covered under the Basis of Payment section within a contract. The intent of a lump sum method payment is to minimize amendments to a contract that increase costs. Once both parties have agreed to the level of effort in an executed consultant contract, a change in the amount of the lump sum can only be made if the scope of services changes materially.

It is appropriate when the project scope, estimate, risk, scheduling complexity and duration of the services are defined in enough detail to allow determination of fair and reasonable compensation in advance by all parties.

Lump sum contracts need to have contract fee computation sheets in accordance with [FDM 8-10-30](#). Contracts under \$75,000, however, do not require contract fee computation sheets. Detailed cost invoicing is not required.

If the following criteria are met the contract is a good candidate for lump sum payment.

- a. The project scope should initially be well defined by WisDOT. It is important that WisDOT and the consultant agree to the scope of the contract before negotiations continue. A well-defined and agreed upon scope will reduce the likelihood of disputes after the project has commenced.

Because uncertainties in scope are often found during the preliminary design phases of projects they are often better suited to an actual cost method of payment. Final design phases of projects tend to be better candidates for lump sum payment because most scope uncertainties are identified in the preliminary phase.

- b. WisDOT staff need to have a high degree of confidence in the accuracy of internal cost estimate prepared for the project. This will expedite negotiations. Cost information from prior projects may help both WisDOT and the consultant prepare realistic estimates of the probable cost of delivery.
- c. The consultant must be willing to accept the increased risk associated with a lump sum

payment. However, the consultant's acceptance of additional risk is also accompanied by the potential for increased profit. Because the consultant assumes full responsibility, in the form of profits or losses, for all the costs under or over the firm negotiated price, it has a maximum profit incentive for effective cost control in contract performance.

d. Successful past experience negotiating and delivering a lump sum projects by the consultant.

2. ACTUAL COST PLUS FIXED FEE

Under this method of payment, a consultant is reimbursed for all allowable costs incurred up to a maximum upper limit plus a fixed fee. Fixed fee is defined as a specific dollar amount, not subject to change except by contract amendment when there is a change in the scope of services required. Actual cost plus fixed fee is appropriate when the scope of services can be well defined but the precise extent, complexity, or duration of the required services is indeterminable at the time of negotiations. It is also appropriate when the services are of a nature that WisDOT does not have the knowledge or experience to evaluate the reasonableness of a lump sum amount. It is commonly used for construction engineering contracts and designs of broadly defined scope.

All actual cost contracts need to have cost-based estimates in accordance with [FDM 8-10-30](#).

3. COST PER UNIT OF WORK

Under this method of payment, a specified dollar amount is paid for costs plus fixed fee for each completed unit of work. It is appropriate when the scope of services and unit cost can be determined in advance with reasonable accuracy, but the extent of the effort is indefinite. It may be appropriate for contracts for right-of-way plat sheets and corner restoration or monumentation.

Cost/unit contracts need to have cost-based estimates in accordance with [FDM 8-10-30](#). Contracts under \$75,000 however, do not require those cost-based estimates.

4. SPECIFIC RATE OF COMPENSATION

Under this method of payment, a specified hourly or daily rate is paid for each class of employee or type of equipment engaged in providing the required services. It may be used for relatively minor or straightforward scope of services of indeterminable extent of effort over which WisDOT can monitor the time and classification of employee and/or equipment utilized

Types of contracts where specific rates of compensation are most commonly used are plan review, construction finals, consultants working in WisDOT offices, construction engineering contracts where WisDOT supplies the project manager, local program management and surveying (or use cost per unit).

Specific rate contracts need to have cost-based estimates in accordance with [FDM 8-10-30](#). Contracts under \$75,000, however, do not require those cost-based estimates.

15.2 Prohibited Methods

Cost-plus-percentage-of-cost contracts, under which a consultant's fee is based on a predetermined percentage of the final cost of completed services, are prohibited.

Methods of payment based on a percentage of construction cost are also prohibited.

FDM 8-10-20 Cost Accounting Requirements and Principles

March 4, 2013

20.1 Cost Accounting Requirements

All consultants contracting with WisDOT must maintain accounting and estimating systems in accordance with the requirements of Cost Accounting Standard (CAS) 401-Consistency in Estimating, Accumulating, and Reporting Costs; and Cost Accounting Standard 402-Consistency in Allocating Costs Incurred for the Same Purpose. Cost Accounting Standards are published in Title 48 CFR Subparts 9904.401 and 9904.402.

Consultant contracts with WisDOT which would qualify for either modified or full CAS coverage in accordance with 48 CFR 9903.201 if they were direct Federal contracts are subject to the appropriate CAS coverage regardless of funding source. Upon request, consultants shall provide WisDOT with a copy of their CAS disclosure statement.

20.2 Cost Principles

Allowable actual costs on WisDOT consultant contracts will not exceed those costs allowed under 48 CFR Chapter 1, Part 31 - Contract Cost Principles and Procedures. For contracts with commercial organizations, a

factor for facilities capital cost of money, as defined in 48 CFR 1-31.205-10, may be included as a component of indirect costs without specific reference in the contracts¹.

20.3 Field Rate Accounting

20.3.1 Construction Contract Administration Accounting

Per 48 CFR Part 31.203(f): "Separate cost groupings for costs allocable to offsite locations may be necessary to permit equitable distribution of costs on the basis of the benefits accruing to the several cost objectives." In some cases projects involve consultants working in the Department's provided office(s) for an extended period of time over consecutive months. WisDOT will require the application of field rate accounting, in accordance with FAR, to individual positions when all of the following conditions apply:

1. Contracts are advertised and solicited as requiring field rate accounting.
2. Contracts for construction contract administration more than eighteen consecutive months in duration.
3. Contracts involving one or more full time assigned consultant staff. Assigned is defined as working on the project full time. Field rate accounting does not apply to consultant staff working less than full time on the project.

If the firm's cost accounting policy requires field rate accounting that is more restrictive than WisDOT policy (items 1-3 above), WisDOT will require the use of that company's policy related to field rate accounting practices for these contracts. This applies whether or not the project was advertised requiring field rate accounting. If the selected consultant does not currently have field office accounting in place, the consultant will have the option of negotiating a field office rate that will act as an indirect cost ceiling for the contract in lieu of implementing field office accounting.

Subconsultants are required to use field rate accounting if all of the above conditions in the WisDOT policy (items 1-3 above) apply to the subconsultant's contract with the prime consultant. If the subconsultant's cost accounting policy requires field rate accounting that is more restrictive than WisDOT policy (items 1-3 above), WisDOT will require the use of that company's policy related to field rate accounting practices for these contracts. This applies whether or not the project was advertised requiring field rate accounting. If the subconsultant does not currently have field office accounting in place, the consultant will have the option of negotiating a field office rate that will act as an indirect cost ceiling for the contract in lieu of implementing field office accounting.

20.3.2 Project Office Accounting

Per 48 CFR Part 31.203(f): "Separate cost groupings for costs allocable to offsite locations may be necessary to permit equitable distribution of costs on the basis of the benefits accruing to the several cost objectives." In some cases, contracts involve consultants assigned to Department's Office(s) for an extended period of time over 12 consecutive months. WisDOT will require the application of project office accounting, in accordance with FAR, to individual positions when all of the following conditions apply:

1. Contracts are advertised and solicited as requiring project office accounting.
2. Contracts for services (for example: design, real estate, utilities, STOC, administrative) where consultant staff is assigned to a contracted position(s) in a WisDOT provided office(s), full time, for twelve (12) or more consecutive months. Project office accounting does not apply to consultant staff working less than full time in the Department office(s).
3. Contracts involving one or more full time assigned consultant staff. Assigned is defined as assigned to Department's Office full time for the length of the contract.

If the firm's cost accounting policy requires field rate accounting that is more restrictive than WisDOT policy (items 1-3 above), WisDOT will require the use of that company's policy related to field rate accounting practices for these contracts. This applies whether or not the project was advertised requiring field rate accounting. If the selected consultant does not currently have field office accounting in place, the consultant will have the option of negotiating a field office rate that will act as an indirect cost ceiling for the contract in lieu of implementing field office accounting.

Subconsultants are required to use field rate accounting if all of the above conditions in the WisDOT policy (items 1-3 above) apply to the subconsultant's contract with the prime consultant. If the subconsultant's cost accounting policy requires field rate accounting that is more restrictive than WisDOT policy (items 1-3 above), WisDOT will require the use of that company's policy related to field rate accounting practices for these

¹ For more information on facilities capital cost of money refer to:
<http://www.dot.wisconsin.gov/business/engrserv/caucostmoney.htm>

contracts. This applies whether or not the project was advertised requiring field rate accounting. If the subconsultant does not currently have field office accounting in place, the consultant will have the option of negotiating a field office rate that will act as an indirect cost ceiling for the contract in lieu of implementing field office accounting.

FDM 8-10-25 Subconsultants

July 23, 2015

A subconsultant is any person, organization, or entity not classified as an employee of the prime consultant on its official payroll records and to whom the prime consultant sublets, transfers, or assigns any portions of its obligations under a contract with WisDOT.

The use of subconsultants is subject to the written approval of WisDOT. When a prime consultant is authorized to sublet or assign a portion of the services under a contract with WisDOT, the prime consultant must perform the greatest amount of services on the total contract amount. Typically, the prime should perform more than 50% of the contract, but teaming arrangements may prevent this. In no cases should the prime consultant perform less than 30% of the services. For work orders, it is WisDOT policy to typically enforce the 50% threshold for prime consultants.

WisDOT's consent to sublet does not relieve the prime consultant of any responsibility for the fulfillment of the contract.

Prime consultants may select subconsultants using a qualifications-based selection process as outlined in [FDM 8-5-1](#) or they may select subconsultants on the basis of price proposals from a minimum of two firms.

Contracts must clearly state both the method of payment by which the prime consultant will be compensated by WisDOT for subcontracted services and the method of payment by which the prime consultant will compensate the subconsultant.

Prime vendors should not include subconsultant costs in their direct project expenses.

Subconsultants must provide the same detailed time and cost estimates as the prime consultant on the contract, according to [FDM 8-20-1](#). This also holds for subconsultants on work orders for master contracts.

Subcontracts need to have cost-based estimates in accordance with [FDM 8-10-30](#). Subcontracts that are not actual cost plus fixed fee and are under \$75,000, do not require those cost-based estimates. Subcontracts for geotechnical exploration may be based on market rates.

The Department may allow the use of market rates on sub contracts for national experts selected to perform specialized advisory services for the Department. The Department may require that the prime consultant contractor provide adequate documentation to demonstrate that the proposed rates are fair and reasonable, considering market rates and other factors.

The original subconsultant proposal to the prime must be included with the copies of the contract submitted for approval.

Subcontracts for geo technical exploration may be based on market rates.

Subconsultants performing cost-based services are required to submit a Consultant Financial Report per [FDM 8-5-47](#).

WisDOT will not pay profit or fixed fee to a prime consultant for services performed by a subconsultant.

Any substitution of subconsultants, changes in the scope of services to be performed by subconsultants, and/or changes in fees must be documented in an approved contract amendment.

25.1 Contract Requirements

Consultants are required for assuring the following provisions are included in subconsultant contracts:

1. Access to Records - Subconsultants agree to maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under contract for three years from the date of final payment.
2. Nondiscrimination - The prime consultant must include provisions for nondiscrimination in every subcontract including procurements of materials and leases of equipment.
3. Equal Employment Opportunity - Provisions of EEO must be included in every subcontract in excess of \$10,000.
4. Implementation of the Clean Air Act and Clean Water Act (Contracts exceeding \$100,000) - The consultant must include the requirements of the Clean Air Act and Clean Water Act boilerplate section

of the contract.

5. Certification of Debarment/Suspension - It is the responsibility of the prime consultant to assure WisDOT that the subcontractor has not been debarred or suspended. The consultant may rely upon a certification unless it knows it is erroneous. Check the Disapproval List at (608) 266-1631.
6. Certification Regarding Lobbying - The consultant shall require language of this certification be included in the documents for subcontractors. Subconsultants must certify and disclose accordingly.

25.2 Post Contract Execution

The prime consultant must pay the subconsultant within 10 business days of receiving of a payment from WisDOT for the services performed within the scope of the contract.

Subconsultants are responsible for performance of services and to the same standards as the prime consultant.

Performance of subconsultants does not limit the legal liability of either the prime or the subcontractor.

The performance of the subconsultant will be included in the prime consultant's performance evaluation.

FDM 8-10-30 Contract Fee Computation

December 5, 2017

Contract proposals must be cost-based and include determination of eligible costs and profit to derive and justify a total contract amount. Costs must be directly attributable to and properly allocable to the project(s) covered by the contract. Firms with cost-based contracts/subcontracts must submit a Consultant Financial Report per [FDM 8-5-47](#).

Contracts selected on the basis of priced proposals do not require a cost-based fee computation.

Contracts/subcontracts that are not actual cost plus fixed fee and are less than \$75,000 also do not require cost-based fee computations. Subcontracts for geotechnical exploration may be based on market rates.

All of the following must be clearly identified and supported in a detailed fee computation as defined in [Attachment 30.1](#) through 30. 4.

30.1 Direct Labor Costs

Allowable direct labor costs are those costs related to actual wages paid to employees for time they are productively engaged in services necessary to fulfill the terms of the contract. Some consultants may charge direct labor costs for administrative personnel (principals and clerical) directly to projects. Others recover such labor costs through their indirect cost rate. The consultant's accounting policy and practices for directly charging labor to projects is evaluated for consistency and reasonableness during their indirect cost rate audit. See [FDM 8-25-30](#).

All consultant labor costs must be estimated based on current consultant pay rates whether those rates are based on specific individuals, averages of groups of individuals, or company-wide average rates based on classification. Provisions for future pay raises (commonly referred to as escalation) must be shown separately in supporting fee computation worksheets and are subject to negotiation. Department negotiators may evaluate and negotiate escalation rates based on guidance from Department management.

Key Personnel - Employee name, classification, and hourly rate must be stated at the actual rates paid to the employees by the consultant.

Estimates for key personnel must be based on individual pay rates of specific employees and may not be based on company-wide averages by classification. Employee name or number, classification and rate must be shown in the estimate along with the employee's actual pay rate. Key personnel may include the Project Manager and selected Senior Engineer positions for design and planning projects, based on their unique technical qualifications and the need for those skill sets on the project(s) in question.

Some projects may require key technical specialists. For the technical specialist to qualify as key personnel, they must be critical to the project requirements. Typically, that key technical person would have technical training or experience such that the individual's contribution is considered an essential component of the consultant's firm's qualifications to complete services under the contract.

For construction engineering contacts, staff assigned to work on a construction contract on a full time basis during the project construction period are considered key personnel.

Non-key Personnel - For staff not considered to be key personnel, firms may estimate costs using company-wide average rates by classification or they use the average rates of specific employees they anticipate using the on the project.

Consultants may develop direct labor rates based on company-wide averages for each classification based on standard classifications. Average rates by classification may be developed for an entire organization or subsets of the organization such as a region or division when applicable. The company-wide average rates are computed by the sum of all wage rates of each staff person in that classification divided by the number of staff in that classification. Computation and documentation of company-wide average rates are the responsibility of the consulting firm and documentation shall be made available to the Department upon request. If a consultant uses company-wide average rates, company-wide average rates shall be used for estimating costs of non-key personnel when negotiating all contracts.

Consultants that do not calculate company-wide average rates by classification must estimate labor for non-key personnel using averages of specific employee pay rates developed on a project-by project basis. Pay rates of specific consultant staff within a classification who may be reasonably expected to work on the contract should be used to develop an average weighted rate for that classification based on their percentage of participation in that classification. The names or numbers, classifications and individual pay rates must be shown in the worksheets supporting the consultant's estimate. The consultant shall not use a specific employee in more than one classification. If one employee fills multiple roles on a project, a discussion with the Department is required to ensure that an understanding of effort by that particular staff person in the contract hours is understood and agreed upon by both parties.

Use of Employee Numbers - In lieu of providing consultant names on contract proposal documents, consultants may list employee numbers. If numbers are listed rather than names, the consultant shall provide the Department with a listing showing employee numbers, classifications and names. This list of employee numbers, classifications and names can be provided outside of the contract document. Consultants may submit this document to the Region or Statewide Bureaus consultant supervisor and DTIM Audit staff on periodic basis or individual contract basis. Consultant firm's lists of employee names, classifications, and numbers will be maintained by the Consultant Unit Supervisors within each region and Bureau as well as in audit files in DTIM. The lists will be available for the viewing of Department negotiators and contracts specialists for use in reviewing specific contract proposals and will not be made readily accessible to other Department staff. Requests for copies of lists of consultant names and employee numbers will be evaluated in accordance with applicable laws and regulations governing public information requests.

Anticipated Pay Increases - Actual labor rates of employees may take into account reasonable anticipated pay increases if it is known that the duration of the contract will involve an actual pay increase. The Department will determine the reasonableness of the proposed pay increases. The consultant must provide an estimate of the amount of services to be completed prior to and subsequent to the anticipated increase on [Attachment 30.1](#) of this Procedure.

Total direct labor is determined by multiplying labor rates by the estimated number of hours for each task or services element. The tasks used to estimate labor hours on the contract equate to those used by DOT engineering staff. See [FDM 8-10-1](#) for more information on preparing labor cost estimates.

30.2 Indirect Costs

Indirect costs are those costs (indirect labor, fringe benefits, and general and administrative expenses) that cannot be identified specifically with a particular project. Consultants must have an indirect cost rate approved by WisDOT's Division of Transportation Investment Management, Audit Unit prior to contract approval. See [FDM 8-25-30](#).

30.3 Fixed Fee

The published fixed fee is applied to direct labor and indirect costs. See Fixed Fee guidelines in [FDM 8-10-10](#).

30.4 Non-Labor Direct Costs

Non-labor direct costs are those costs not included in the consultant's indirect cost rate that are specifically incurred for the purpose of fulfilling the terms of the contract. They will vary depending on the accounting policies and practices of different consultant firms, but generally may include such things as travel expenses, reproductions, and equipment. They are allowable to the extent they are properly and consistently accounted for as direct costs by the consultant. Costs that are obviously attributed to a project will not be allowed as a direct cost on a contract if the consultant does not consistently exclude similar costs from indirect costs when they are incurred on other projects.

Reimbursement of costs associated with commuting labor, mileage and travel expenses should be limited to costs allowed under the consultant's company policy and further limited by WisDOT policy including contract provisions and the Federal Acquisition Regulation (FAR). The costs of commuting between the project site and the home base on consecutive days will be limited to the cost that would be incurred if the consultant stayed overnight. Home Base is the consultant's nearest office or, the consultant employee's home unless negotiated

differently with WisDOT. WisDOT will pay the consultant the lesser of:

- commuting from the consultant's home base to the project office each day, or
- the cost of staying overnight at nearby lodging.

This applies to all contracts in which a consultant performs services not in the consultant's base office including construction oversight and contracts where a consultant will be working in WisDOT offices. It is the consultant's responsibility to insure that estimated and incurred costs are limited in accordance with these principles.

When commuting costs will be charged to a contract, the consultant should provide WisDOT negotiators with an analysis showing that the cost of commuting vs staying overnight including the consultant's direct wage, indirect cost, fixed fee, cost of mileage, meals, lodging and per diem. A workbook is available to aid in this calculation.

When a contract requires a consultant employee to work full time at a field or project office (including a WisDOT office) on a long-term basis, the consultant's home base is the location of the project or WisDOT office where the services are being performed, the costs of commuting or overnight travel costs will not be reimbursed under the contract. The period for determining "long term basis" will be consistent with the periods used to determine application of field office rates published in [FDM 8-10-20.3](#). Relocation expense in accordance with the FAR cost principles will be allowed unless specifically excluded in the solicitation of interest for the contract.

Nothing in the above policy precludes the consultant from making his/her own decisions about when to commute or Stay-Out. The amount invoiced to WisDOT should be based on the most cost-effective alternative even when the consultant chooses the less cost-effective alternative. When a consultant chooses the less cost-effective alternative, the consultant must implement invoicing controls to ensure WisDOT is not invoiced for costs in excess of those that would have been incurred following the more cost-effective alternative. Consultant accounting records supporting costs invoiced to the project must show total costs incurred, costs billed to WisDOT and unbilled direct costs.

Daily Commute Cost (Wage + Mileage + Meals)		Stay-Out Cost (Wage + Mileage + Per Diem)	
\$ 25.00	Employee Wage Rate	\$ 25.00	Employee Wage Rate
1.3362	Indirect Cost Rate (Audit Summary Report)	1.3362	Indirect Cost Rate
6.75%	Fixed Fee (7.50% Consultant Led, 6.75% Support)	6.75%	Fixed Fee
120	Miles from office location to project, round trip	20	Estimated miles round trip from hotel to work site
\$ 0.535	IRS Business Mileage Rate. No Standard Mileage Rate	\$ 0.535	IRS Business Mileage Rate
\$ 62.62	Calculated Wage Rate ((Wage Rate)+(Wage Rate*Indirect Cost Rate)+(Wage Rate*2.5*Fixed Fee))	\$ 62.62	Calculated Wage Rate ((Wage Rate)+(Wage Rate*Indirect Cost Rate)+(Wage Rate*2.5*Fixed Fee))
2.67	* Commute Time (hrs) (Office To Work Site Round Trip/45mph)	\$ 0.44	Drive Time From Hotel To Work Site, Round Trip (miles/45 mph)
\$ 12.00	** Meals	\$ 142.00	Per Diem (Standard Rate For Wisconsin \$142, Dane County \$174, Wisc. Dells June-Sept. \$186, OR Company Specific P)
\$ 167.00	Total Travel Time Cost To Work Site (Calculated Wage Rate*Commute Hours)	\$ 27.83	Total Travel Time Cost To Work Site (Calculated Wage Rate*Drive Time)
\$ 64.20	Total Mileage Expense (Round trip miles*IRS Business Mileage Rate)	\$ 10.70	Total Mileage Expense (Round trip from hotel*IRS Business Mileage Rate)
\$ 243.20	Total Commuting Cost	\$ 180.53	Total Overnight Stay

* Commute time can be adjusted based on route and driving speed
 ** Meals Breakdown Chart From Federal Per Diem Rates

The example above shows a sample calculation. In this case, the amount paid will be based on Stay-Out cost

Regardless of their amount, non-labor direct costs must be itemized in the contract fee computation.

Consultants must propose direct cost categories that are consistent with the information submitted on their last Consultant Financial Report (CFR) Part 3C - Direct Cost Summary. Consultant direct costs that aren't consistent with direct cost listed on the CFR will be rejected during negotiation unless exceptions are explained and approved in advance by WisDOT Audit.

"Miscellaneous" or "Other" is not an appropriate categorization. [Attachment 30.3](#) shows how the direct costs are to be outlined within the contract.

Direct costs for meals and lodging are subject to the limits published in 48 CFR 31.205-46. The regulation allows reimbursement based on per diem or actual costs. However, per diems for meals and lodging are allowable only if they represent the consultant's normal company policy for reimbursing its employees and the consultant is consistent in carrying out the policy. Costs incurred under less restrictive consultant policies because they are reimbursable under government contracts will be considered unreasonable and disallowed.

Subconsultants, including lower-tier subconsultants, should not be shown in the contract basis of payment or supporting fee computations as non-labor direct costs.

30.5 Subcontracts

Any contract services intended to be subcontracted must be so designated. Subcontracts must be supported by a copy of the original cost proposal from the subcontractor. All subcontracts should be supported by fee computations that are applicable based on the subcontract basis of payment and amount of the subcontract.

30.6 Fee Computation by Basis of Payment

If there is a combination of Lump Sum and Actual Cost services on the contract, the contract submittal must include separate fee computations ([Attachment 30.2](#)) for all tasks done on a Lump Sum basis and all tasks to be completed on an Actual Cost basis.

Certain tasks on a contract may be completed by the vendor only if WisDOT authorizes them to complete the services. There must be one separate fee computation ([Attachment 30.2](#)) that summarizes the hours and dollars estimate for all "if authorized" tasks.

Phased contracts must use [Attachment 30.5](#) to show the detailed fee computation for each phase of the contract.

All contracts must have a total contract summary version of [Attachment 30.2](#) that includes all services, including Lump Sum, Actual Cost, and any "if authorized" tasks. The total direct labor, indirect costs, profit and non-direct labor costs should add up to the total contract cost for the prime vendor.

The total contract amount is the total of the five cost elements applicable to the contract. It is the maximum amount of compensation that will be allowed unless a modification is approved by contract amendment. The total contract amount must be clearly stated in the contract document. A Consultant Contract Total Fee Computation form ([Attachment 30.4](#)) must be included with all contracts.

Specific rate contract estimates are negotiated based upon a specified hourly rate for each employee or employee classification. The specified rate includes the employee's salary, as well as the firm's indirect costs and the advertised fixed fee (see [FDM 8-10-10](#)) on the contract. [Attachment 30.6](#) shall be used for contracts solicited prior to January 2013 and [Attachment 30.7](#) shall be used for specific rate contracts starting with the January 2013 solicitation.

[Attachment 30.6](#), 30.7, 30.8 and 30.9 allow for this method of contract cost calculation so they are to be used in place of [Attachment 30.1](#), 30.2 and 30.4 for contracts using a specific rate basis of payment. All contracts must include [Attachment 30.3](#) to detail direct costs by item.

The specified rates per employee or employee classification can be negotiated to be lower than the firm's actual cost. [Attachment 30.6](#) and 30.7 displays both the actual cost per employee and the negotiated rate. The negotiated rate is used in all other contract supporting documents.

For more information on specific rate contracts refer to [FDM 8-10-15](#).

LIST OF ATTACHMENTS

Attachment 30.1	Consultant Contract Direct Labor Detail
Attachment 30.2	Fee Computation Summary by Engineer Task
Attachment 30.3	Direct Costs by Item
Attachment 30.4	Consultant Contract Total Fee Computation
Attachment 30.5	Phased Contract
Attachment 30.6	Specific Rate Contract Direct Labor Detail for Contracts Solicited Prior to January 2013
Attachment 30.7	Specific Rate Contract Direct Labor Detail for Contracts Solicited after January 1, 2013
Attachment 30.8	Specific Rate Fee Computation Summary by Engineering Task
Attachment 30.9	Specific Rate Contract Total Fee Computation

SUMMARY OF STAFF HOURS AND DIRECT LABOR COSTS

CLASS														Total Direct Labor	
Avg. Hourly Wage															
TASK	ACT. CODE	Hours	Dollars	Hours	Dollars										
TOTALS															

STAFF WORK SCHEDULE

CLASSIFICATION

WORK SCHEDULE FROM _____ TO _____

	Weekly/ Monthly						Total Hours	Total Direct Labor Costs
TOTAL								

Specific Rate Contract Staff Hours and Direct Labor Costs

Class	Negotiated Labor-Related Rate													Total Direct Labor	
		Hours	Dollars	Hours	Dollars										
Task	Act. Code														
Totals															

EXAMPLE FIXED FEE COMPUTATION SUMMARY BY ENGINEERING TASK (WHEN SOLICITATED AFTER JANUARY 2013)

Task	Activity Code	Direct Labor Costs	Overhead Costs	Fixed Fee	Direct Expenses	Total
Admin/Coordin	740	\$100.00	\$150.00	\$15.00	\$0.00	\$265.00
Overall QA/QC	771	\$200.00	\$300.00	\$30.00	\$0.00	\$530.00
Inspection	272	\$600.00	\$900.00	\$90.00	\$500.00	\$2090.00
Reports	748	\$250.00	\$375.00	\$37.50	\$20.00	\$682.50
Mob/Demo	272	\$150.00	\$225.00	\$22.50	\$0.00	\$397.50
TOTAL		\$1300.00	\$1950.00	\$195.00	\$520.00	\$3965.00

EXAMPLE CALCULATION:

OVERHEAD RATE: 150% of Direct Labor Costs

FIXED FEE: 6.00%

TOTAL FIXED FEE = (Direct Labor Costs + Overhead Costs) X Fixed Fee Percent
 = (Direct Labor Costs + 1.5 X Direct Labor Costs) X Fixed Fee Percent
 = 2.5 X Direct Labor Costs X Fixed Fee Percent
 = 2.5 X 1300 X 0.06
 = \$195.00

II. CONSULTANT WEIGHTED AVERAGE DIRECT LABOR RATES

Project ID: _____

Classification: _____

(a)	(b)	(c)	(d)
Employee Name(a)	Current Rate(b)	Percent Contribution(c)	(b*c)
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL		0.00%	\$0.00

Repeat schedule for each classification using weighted average of selected individuals.

Fee Computation Summary by Engineering Task

PROJECT TOTAL

Project ID: _____

Task	Activity Code	Direct Labor Costs	Indirect Costs	Fixed Fee	Direct Expenses	Total
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
TOTAL:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Indirect Cost Rate (%): _____

Fixed Fee (%): _____

Direct Costs by Item

Project ID: _____

Item	Unit Amount	Unit Type	Rate	Total Expenses
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL				\$0.00

Consultant Contract Total Fee Computation

Project ID					Total for Contract
Number of Staff Hours					0
Total Direct Labor					\$0.00
Total Indirect Costs					\$0.00
Fixed Fee Amount					\$0.00
Direct Expenses					\$0.00
Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subcontract 1					\$0.00
Subcontract 2					\$0.00
Subcontract Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL COST	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Indirect Cost Rate (%) _____

Fixed Fee (%) _____

Phased Consultant Contract Total Fee Computation

Contract Phase Begin Date					
Contract Phase End Date					Total for Contract
Number of Staff Hours					0
Direct Labor Costs					\$0.00
Indirect Costs					\$0.00
Fixed Fee Amount					\$0.00
Direct Expenses					\$0.00
Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subcontract 1					\$0.00
Subcontract 2					\$0.00
Subcontract Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL COST:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Indirect Cost Rate (%) _____

Fixed Fee (%) _____

Repeat schedule for each project I.D.

II. CONSULTANT WEIGHTED AVERAGE DIRECT LABOR RATES

(a)	(b)	(c)	(d)
Employee Name	Current Rate	Percent Contribution	(b*c)
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL		0.00%	\$0.00

Repeat schedule for each classification using weighted average of selected individuals.

I. CONSULTANT DIRECT LABOR RATES (For contracts solicited after January 1, 2013)

(a) NAME or Employee #	(b) Classification	(c) Current Rate	(d) Pay Increase Percent	(e) Pay Increase Amount	(f) Date of Increase	(g) % Work at Current Rate	(h) % Work at Increase Rate	(i) Weighted Average Hourly Rate	(j-1) Field Indirect Cost Rate	(j-2) Firm Indirect Cost Rate	(k) Fixed Fee Rate (150%)	(l) Actual Labor Related Rate	(m) Final Labor Related Rate

CONTRACT COMPLETION DATE:

Columns (a), (b), (c) are REQUIRED for all contracts. Use columns (d) through (i) when the contract duration will extend beyond the date of a labor rate increase. Repeat columns (d) through (i) for each anticipated labor rate increase. To calculate the indirect cost rate in either column (j-1) or (j-2), multiply the rate in column (i) by either the field or firm indirect cost rate. To calculate the fixed fee rate (k), multiply the fixed fee percentage posted on the solicitation of the contract by column (i) X 2.5 (e.g. with fixed fee percentage of 7% and weighted average hourly rate of \$50: column (k) = \$50X2.5X0.07 = \$8.75). The actual labor related rate in column (l) is then calculated by adding columns (i) + (j) + (k). The final labor related rate is entered in column (m).

An individual name is required for key personnel assigned to perform the contract work.

II. CONSULTANT WEIGHTED AVERAGE DIRECT LABOR RATES

When two or more individuals within the same classification are assigned, an average of those individuals' rates, weighted based on their respective contribution to the contract, may be used. Designate "Average-Selected Individuals" in Column (a) and complete the Consultant Weighted Average Direct Labor Rates section below. When the average for ALL employees within the particular classification is used, designate "Average-Company-wide" in Column (a). Company-wide averages must be reviewed and authorized by the WisDOT Contracts Manager prior to use in a contract.

Classification:			
Name or Employee #	Rate (a)	Percent Contribution (b)	(a) x (b)
		100%	

Repeat schedule for each classification using weighted average of selected individuals

Specific Rate Fee Computation Summary by Engineering Task

Project
ID: _____

Task	Activity Code	Direct Labor Costs	Direct Costs	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL:		\$0.00	\$0.00	\$0.00

Specific Rate Contract Total Fee Computation

Project ID					Total for Contract
Number of Staff Hours					0
Labor-Related Costs					\$0.00
Direct Expenses					\$0.00
Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subcontract 1					\$0.00
Subcontract 2					\$0.00
Subcontract 3					\$0.00
Subcontract Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL COST	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Indirect Rate (%): _____

Fixed Fee (%): _____



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

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:

<https://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:

<https://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:

<https://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

March 16, 2018

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 redistribution 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

Project allocations for redistribution contracts (formerly called journal vouchers) are now entered directly in CARS. The CARS Manual is located at:

<https://wisconsin.gov/Documents/doing-bus/eng-consultants/cnslt-rsrcs/contracts/cars/carsman.pdf>

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.

Project allocations for redistribution contracts (formerly called journal vouchers) are now entered directly in CARS. 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.



FDM 8-20-1 Submittal and Approval Procedures

October 3, 2016

Once the contract or work order negotiations are finalized, the WisDOT Project Manager will review and approve the consultant's proposal. The procedures outlined below must be followed when submitting contracts or work orders to Central Office for approval and encumbrance.

1.1 Contract/Work Order Submittal Requirements

Region contracts less than \$3,000 and work orders and amendments less than \$50,000 are reviewed and authorized by the regional consultant unit supervisor prior to submitting contract documents to DTIM Contract Administration Unit (DTIM-CAU) for processing. If a contract amendment doubles the original contract amount (regardless of the amendment value), then DTIM-CAU must authorize these amendments. See [FDM 8-25-15](#) for more detailed information.

Region contracts greater than \$3,000, and work orders and amendments greater than \$50,000 must be submitted to DTIM-CAU for authorization and processing. Regional contract specialists and consultant unit supervisors will review contracts for completeness prior to submittal.

Bureau contracts less than \$3,000, and work orders and amendments less than \$50,000 must be sent to DTSD-Consultant Services Section (Central Office) for review, authorization, and processing.

Bureau contracts greater than \$3,000, and work orders and amendments greater than \$50,000 are sent to DTSD-CSS for review and processing. After processing these contracts in CARS, DTSD-CSS will forward these contracts to DTIM-CAU for authorization.

Contracts, work orders and amendments submitted to the WisDOT Contract Administration Unit for approval must include:

- Cover/signature page (see [FDM 8-15-1](#))
- Contract/Work Order Submittal Sheet
- Special provisions (see [FDM 8-15-1](#))
- Required supporting documents

Contract/Work Order Submittal Sheet and required supporting documents are on internet at:

<https://wisconsin.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/contracts/supp-doc.aspx>

If the negotiated value of a work order greater than \$25,000 is 50% over the initial estimate, a justification submittal should be made to the approval mailbox.

Contracts that are not actual cost plus fixed fee and are under \$75,000 do not require cost-based estimates in accordance with [FDM 8-10-30](#). Master contracts do not require supporting documents unless a rate or cost/unit for work orders is negotiated in advance.

The contract cover-signature page must include the following:

- The name of the firm,
- Department and consultant representative name and contact information,
- PeopleSoft Account Number,
- Completed All Services section,
- Contract completion date,
- As appropriate, completed DBE section using the current WisDOT dollar threshold and percentage (if applicable). Complete and submit the DBE commitment form, [DT1029](#), per instructions in [FDM 8-5-50.5](#).
- Appropriate signatures

The contract must include any special contract provisions negotiated by WisDOT and the consultant that detail the contract's scope of services and supersede non-applicable standard boilerplate language. Special provisions in contracts and work orders should correctly reference the date of current boilerplate version, and correctly reference the boilerplate language (Ex: Part II-B-2, "Design Study Report") being changed, replaced or deleted.

The "Basis of Payment" special provision should clearly state amounts and the basis of payment for the prime

vendor and all subconsultants, basis for prime vendor payments to subconsultants, and amounts for primes and subs for each project ID, contract phase or "if authorized by written notice to proceed" provision, as well as in total.

On amendments, the increase or decrease in work and total cost for the prime and each subs must be clearly stated in the Basis of Payment.

The Basis of Payment section may not conflict with the "All Services" section of the cover-signature page.

The required supporting documents must include forms that summarize work for each project on a contract. For example, some projects may have labor tasks paid on a lump sum basis while other tasks are paid on an actual cost basis. Even if a breakdown between these costs is necessary, there must also be a separate summary sheet that includes all tasks on the project. This requirement also holds true for "if authorized" costs on contracts. Although our region offices require definition of "authorized" and "if authorized" tasks, summary sheets totaling all tasks for each project on the contract must also be included. Phased contracts must include copies of the first five required supporting documents for each phase of the contract and summary documents for the contract as a whole.

All required supporting documents can be assembled by WisDOT staff or the consultant. If the consultant prepares contract documents, WisDOT staff must thoroughly review them before submittal to the Contract Administration Unit.

Subconsultants should not be listed as direct expenses for the prime firm on a contract.

Subconsultants must submit the same supporting contract documents as prime vendors. A copy of the original signed sub-consultant proposal to the prime vendor must also be included with the contract. The proposal must include the subconsultant's Federal Identification Number (FIN), address and phone number.

If a contract has multiple projects, all of the cost estimate forms - for both prime and subconsultants - for each project should be on consecutive pages. Many contracts currently list all of the prime vendor estimates for each project together, and then show subcontractor estimates at the end of the contract. The material for each project ID should be kept together within the contract. For example, a contract with projects 0000-00-00 & 0000-00-01 should be laid out as such: prime vendor forms for 0000-00-00, subcontract forms for 0000-00-00, prime vendor forms for 0000-00-01, subcontract forms for 0000 00-01. It is necessary to keep all contract cost estimate forms for each project together within the contract to understand all of the costs associated with that project.

All contracts executed by a consultant unit supervisor representing a region or bureau (those less than \$3,000) must be sent to CAU within 10 days of signature to be encumbered, as stated in Transportation Administrative Manual (TAM) Section 66. This is especially crucial at the end of each fiscal year. Multiple copies of contracts and work orders must be submitted for approval, each with original signatures from the consultant and Region/Bureau Director/designee. See Contract/Work Order Submittal Sheet for the number of copies needed for each type of contract or work order.

WisDOT contracts require firms to have current Certificate(s) of Insurance on file with the Department at the time they are executed. The necessary types and amounts of insurance are outlined within the standard provisions of the contract. Firms should not attach copies of insurance certificates with every contract. Contact the WisDOT Contract Administration Unit to inquire about the status of your firms' certificate(s) of insurance by e-mail at consultant.services@dot.state.wi.us or by phone at (608) 266-3328.

1.2 Instructions for Submitting Work Orders

Work orders must be sequentially numbered (1,2,3,4, etc.) within the entire master contract. Numbering work orders according to the State Project ID is not acceptable. For example, if a firm has work orders for project 0000-00-00 and 0000-00-01, there cannot be work order #1 for 0000-00-00 and Work Order #1 for 0000-00-01.

There may be only one State Project ID on each work order.

Work orders must be executed on or before the expiration date of the master contract. The work to be performed by the consultant does not need to be completed by the master contract expiration date.

All work orders executed by region/bureau personnel (those less than \$50,000) must be sent to CAU within 10 days of signature to be encumbered, as stated in Transportation Administrative Manual (TAM) Section 66. Like contracts, this is especially crucial at the end of each fiscal year.

1.3 Instructions for Completing the DT25 Form

A completed Recommendation to Governor for Contract Approval, Form [DT25](#) must be included with all contracts totaling more than \$3,000.

Please follow the instructions below when submitting the Form [DT25](#):

1. When submitting multiple master contracts for a specific type of engineering work, include an electronic copy of the Form DT25 for each contract.
2. The Originator Name on the Form DT25 should be the WisDOT Contract Manager.
3. In the Contract With: section, include the complete name, city and state of the consultant.
4. Item 1, Project(s) requested by or Purpose, should include the length (in miles) of the existing roadway and type of work (resurfacing, reconstruction, etc.) for highway engineering. Contracts for bridge work must include the type of work (resurfacing or replacement), existing bridge dimensions and estimated new bridge dimensions and approaches.
5. For Item 2, write a brief list of the scope of services.
6. Under Item 3, Consequences if not Approved, briefly explain the specific necessity of this improvement or alternatives to entering into this contract.
7. Send a copy of the electronic DT25 form to CAU via e-mail at dt25@dot.state.wi.us.

Form [DT25](#) is not required for work orders or amendments (except in situations where amendments go to the Secretary's and Governor's Office as outlined in [FDM 8-25-15](#)).

1.4 Approval Procedures

The required number of contract/work order copies stated below is for Central Office use. Regions/bureaus may require consultants to submit additional copies.

1.5 Contracts Less Than \$3,000

When the contract value is less than \$3,000, the region or bureau's consultant unit supervisor may sign the contract on behalf of WisDOT. Two copies of the contract with original signatures are then submitted to CAU. One copy is sent to DTSD Central Files and the other is forwarded to the Expenditure Accounting Unit, Room 951, Hill Farms for encumbrance of funds and payment processing.

1.6 Contracts of \$3,000 or More

CAU will obtain the Governor's approval and the Contract Manager will sign all contracts of \$3,000 or more. Three copies of the contract must be submitted to CAU, all with original signatures. Additional copies of three-party contracts must be submitted for each local unit of government involved. A completed [DT25](#) form must be included with each contract, as well as all required supporting documents.

CAU will perform pre-award reviews on contracts \$50,000 and greater prior to approval (See [FDM 8-25-30](#)). Once approved and signed, two copies (plus any copies for local governments) will be returned to the region/bureau. One copy will be retained in the DTSD Central Files and pertinent information will be forwarded to the Expenditure Accounting Unit for encumbrance of funds and payment processing.

1.7 Work Orders Less Than \$50,000

Work orders less than \$50,000 are signed by the region or bureau's consultant unit supervisor. Send two copies of the work order with original signatures and required supporting documents to CAU.

One copy of the work order is sent by CAU to DTSD Central Files and the other is forwarded to the Expenditure Accounting Unit for encumbrance of funds and payment processing.

1.8 Work Orders of \$50,000 or More

For work orders of \$50,000 or more, send three copies with original signature and all required supporting documents to CAU for processing, pre-award and approval. Once approved and signed, two copies will be returned to the region/bureau. One copy will be retained for DTSD Central Files and pertinent information will be forwarded to the Expenditure Accounting Unit for encumbrance to funds and payment processing.

The CAU notifies regions/bureaus when contracts have been approved. The region/bureau then authorizes the firm to begin work.

1.9 Web Resources

For more information on submitting contracts is accessible at:

<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/contracts/supp-doc.aspx>

5.1 Design and Construction Engineering Services

Once a design engineering contract is approved and signed, the responsible transportation region (or local unit of government for 3-party contracts) must send the consultant a written authorization to proceed with work or services.

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, funds for the second contract will not be obligated / authorized until after the environmental document (from the first contract) is approved. Written authorization to proceed with work or services must not be issued until funds are obligated / authorized.

Even if Preliminary Design and Final Design are part of the same contract, Final Design work may not begin until the applicable environmental document is approved.

Consultants shall not begin services on approved construction engineering contracts before a Notice to Proceed has been issued by WisDOT. The Notice to Proceed shall not be issued before the project ID has been authorized for charges in the Financial Integrated Improvement Programming System (FIIPS.). Construction project IDs are typically authorized for charges six weeks prior to the construction proposal bid being let. The Notice to Proceed must include all project IDs that are being executed. See [Attachment 5.1](#). Send an electronic copy of the authorization letter to the DTIM-Contract Administration Unit.

If the construction engineering contract contains multiple project IDs the Notice to Proceed does not need to execute all project IDs at the same time. Multiple Notices to Proceed which execute different project IDs may be sent at different times. When the construction engineering contract contains project IDs that will be let at different times multiple Notices to Proceed may need to be sent so that Project IDs are not executed before they have been authorized for charges in FIIPS.

5.2 Master Contract Work Orders

No Authorization to Proceed letter is necessary for work orders. A completed and properly signed and executed work order issued to the consultant by the department shall constitute authorization to commence work.

5.3 Phased Consultant Contracts

Large design engineering contracts that span multiple years may be divided into phases. When contracts are phased, authorizations to begin work are issued for each phase rather than for the entire contract. Contract phases must represent segments of work on a project that could logically have been awarded as separate contracts.

At least two phases are required for projects expected to require an Environmental Impact Statement (see [FDM 21-30](#)) or Environmental Assessment (see [FDM 21-25](#)). The first phase must end with the environmental document approval. The subsequent phase will not be obligated / authorized until after the environmental document is approved.

Phases may also be required for some complex and/or high cost projects for which an EIS or EA is not required. Contact your region FHWA Engineer for further guidance.

The WisDOT Contract Manager must approve the use of phasing on a contract before it is submitted to CAU for execution.

The scope of work for each phase must be clearly defined within the contract. The contract must also include detailed labor cost and hour estimates for each phase, as well as summary hour and cost estimate forms that include all phases. See [FDM 8-10-1](#) and [FDM 8-20-1](#) for more information on how to prepare estimates for consultant contracts.

Once a phased consultant contract is executed, the region/bureau must send the consultant an Authorization Letter to Begin Work ([Attachment 5.2](#)) on the first contract phase. The region/bureau must also send a new Authorization Letter before the consultant is allowed to begin work on each future phase. These letters state the scope of work to be completed and the upper limit of compensation for a particular contract phase.

Send signed copies of all authorization letters to BFS-CAU. The authorization letter is then forwarded to the Bureau of Financial Services' Expenditure Accounting Unit for encumbrance purposes.

Regions/bureaus are responsible for tracking the progress of any future contract phases needing to be authorized.

Phasing of contracts is allowed only on multi-year design engineering contracts. Phasing is not allowed on

construction engineering contracts.

5.4 If Authorized by Written Notice to Proceed

Regions/bureaus are allowed to use “if authorized by written notice to proceed” contract provisions to assure that consultants receive written authorization before completing specific tasks. These provisions are to be used sparingly, when the exact scope of the project is not clear at the time of contract negotiation. Consultants can not begin “if authorized...” work until the authorization letter has been approved.

These tasks are separated from all other work in the contract by language in the “All Services” and “Basis of Payment” sections. “All Services” language for the contract Cover/Signature page is available in [Attachment 5.4](#). The amounts listed for these tasks are not encumbered with the original contract.

The use of these tasks is restricted in the following ways:

1. A written notice to proceed, as shown in [Attachment 5.3](#), must be signed by the district and sent to the consultant before they are allowed to begin the work. The Contract Administration Unit must receive two copies of the Notice to Proceed from the district before the amount for a specific task is encumbered.
2. A maximum of 10 “if authorized...” tasks are allowed on each contract.
3. The total amount of all “if authorized...” tasks on a contract will be no greater than 50% of the total contract amount.
4. “If authorized” tasks cannot be included in an amendment.

Any variances from the above restrictions must be approved by the WisDOT Contract Manager before the contract is submitted to central office.

The fee computation and labor hour estimates for “if authorized...” work will be included in the original contract. See [FDM 8-20-1](#) for more information on fee estimates using “if authorized” tasks.

Any changes in the scope or cost of “if authorized” work must be changed via amendment.

5.5 Authorization Letters and Contract Encumbrance

Authorization letters for construction engineering contracts, phased design contracts, and “if authorized by written notice to proceed” work are sent to CAU to encumber funds in WisDOT’s financial system. No payments can be made to vendors until these contract funds are encumbered.

Design contracts that are not fiscally phased are encumbered immediately upon execution, so CAU does not receive a copy of those authorization letters.

LIST OF ATTACHMENTS

Attachment 5.1	Authorization Letter to Begin Work
Attachment 5.2	Authorization Letter to Begin Work - Fiscally Phased Contract
Attachment 5.3	Notice to Proceed Letter for “If Authorized” Consultant Work
Attachment 5.4	All Services Section for “If Authorized” Cover/Signature Page

SAMPLE
AUTHORIZATION LETTER FOR PHASED CONSULTANT CONTRACTS

WisDOT Region/Bureau
Address
City, State, Zip

Date

Consultant Name
Address
City, State, Zip

Dear _____,

SUBJECT: AUTHORIZATION TO (CONDUCT) (CONTINUE) WORK ON PHASED CONTRACT
EXECUTED (date) between the Wisconsin Department of Transportation and (Consultant).

Project ID _____

In accordance with the payment provisions of the subject contract, the consultant is authorized to (conduct) (continue) work. The limit of compensation by the Department for work performed under the terms of this contract now includes \$ _____ which was designated as Phase _____ in the original contract. The new total maximum amount of compensation is \$ _____.

(If the contract contains more than one project ID, repeat this paragraph for each project.)

Sincerely,

WisDOT Project Manager

Submit an electronic copy to: DTIM, Contract Administrative Unit

NOTICE TO PROCEED LETTER FOR "IF AUTHORIZED" CONSULTANT WORK

Wisconsin Department of Transportation

WisDOT Region/Bureau:

Address:

City, State, Zip:

Date:

Consultant Name:

Address:

City, State, Zip:

Dear

SUBJECT: AUTHORIZATION TO CONDUCT WORK ON CONTRACT EXECUTED (date) between
the Wisconsin Department of Transportation and (Consultant).

In accordance with the payment provisions of the subject contract, the Consultant is authorized to conduct additional work. The following work items will be completed for the Department, as stated in the original contract:

1. Project ID

Work Item	Amount
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL	\$
NEW PROJECT TOTAL \$	

2. Project ID

Work Item	Amount
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL	\$
NEW PROJECT TOTAL \$	

The cost of each work item above will not deviate from the amount listed on the original contract without an approved written amendment.

The new total maximum amount of compensation for this contract is \$.
This and subsequent authorizations may not exceed the contract upper limit.

Sincerely,

WisDOT Project Manager

Submit an electronic copy to: DTIM, Contract Administrative Unit

**ALL SERVICES SECTION FOR
"IF AUTHORIZED" COVER/SIGNATURE PAGE**

The CONSULTANT services will be performed for the DEPARTMENT's Division of Districts,
_____ office located in _____, WI and will be completed
by/within _____. Compensation for all Services provided by the CONSULTANT
under terms of the CONTRACT shall be:

1. For Authorized Services:

- a) Actual costs to the CONSULTANT up to \$ _____, plus a fixed fee of \$ _____, up to a maximum combined amount of \$ _____.
- b) A lump sum of \$ _____.
- c) For sublet services to the CONSULTANT, actual costs up to \$ _____.

2. For (work item) _____ services to be Authorized by Notice to Proceed:

- a) Actual costs to the CONSULTANT up to \$ _____, plus a fixed fee of \$ _____, up to a maximum combined amount of \$ _____.
- b) A lump sum of \$ _____.
- c) For sublet services to the CONSULTANT, actual costs up to \$ _____.

Compensation in excess of the total CONTRACT amount, not including the services yet to be authorized, of \$ _____ shall not be allowed unless approved by a written CONTRACT amendment. Compensation for costs incurred as a result of improper performance by the CONSULTANT will not be allowed. Details of CONTRACT compensation provisions follow in the text of the CONTRACT and STANDARD PROVISIONS incorporated by reference.



FDM 8-25-1 Progress Reports

March 4, 2013

1.1 Design and Design Related Contracts

Work activities performed by consultants under contract with WisDOT must be monitored by the WisDOT project manager to ensure that a quality service/product is received within the agreed upon time schedule and cost of the contract. For design, design related and specialty contracts along with work orders over \$50,000, the consultant is required to prepare and submit a progress report (Form DT1509) with its monthly invoices to the WisDOT project manager for each month in which contract work is performed. WisDOT staff can download the form at:

<https://wisconsindot.gov/Pages/global-footer/formdocs/default.aspx>

The primary purpose of the progress report is to monitor the overall progress of actual work performed. The consultant's cost and staff-hour estimates by task or deliverable product identified during contract negotiations are tools available for analyzing the consultant's progress. If there is a significant variance in actual work completed shown on the progress report versus percent of time elapsed on the contract or amount billed on the invoices, a meeting between the WisDOT project manager and consultant may be necessary to resolve the differences.

The WisDOT project manager should recommend to the prime consultant how the progress data is to be prepared and submitted. [Attachment 1.1](#) is an example of a completed monthly progress report for a design engineering contract. The work completion percentage calculated by task reflects the percentage of actual work completed rather than the amount of time or money spent on that task.

Work performed by subconsultants shall be included by task in the monthly progress reports. The subcontract work may be combined with the work completed by the prime or shown separately. Variations to this are acceptable provided the monthly progress report reflects actual work completed by both the prime consultant and subconsultant.

A copy of the monthly progress report is retained in the project file by WisDOT project managers. If the project is local, the project managers send a copy to the local unit of government. The final invoice should include the final progress report.

1.2 Amendments to Contract

All amendments to design and design related contracts authorizing a change in project hours, contract value, or completion time must be accounted for in the progress report. The completion date and percentages by task on the progress report should reflect all approved amendments.

All amendments to construction engineering contracts authorizing a change in project hours, contract value, or completion time must be recorded and monitored.

1.3 Phased Contracts

The first submissions of the monthly progress reports will represent the appropriate progress data that pertains ONLY TO THE FIRST PHASE OF THE TOTAL CONTRACT. As each additional phase of the contract is authorized to proceed, the submitted monthly progress report shall reflect a culmination of progress data from all authorized phases(s). Regardless of what phases have been authorized, the starting date on Form DT1509 will always remain the same and reflect the starting date of the first phase.

1.4 Progress Meetings

Often it is useful for the district staff to meet with the consultant when the project has reached 30% completion. At this time the consultant can report in detail on what has been done and the district can provide the consultant with guidance on how to proceed. The project schedule can also be revised as necessary. [Attachment 1.2](#) is a checklist for conducting this type of review meeting on a design contract.

1.5 Construction Engineering Contracts

The WisDOT project manager is responsible for monitoring the progress of work performed by construction engineering consultants. Monthly progress reports are not required unless stated in the terms of the contract or requested by the WisDOT Project manager. The WisDOT project manager is still responsible for monitoring the

progress of work activities performed by the consultant as described in the contract. Attachments 3, 4 and 5 are examples of progress reports that can be used by WisDOT project managers to monitor construction engineering contracts.

LIST OF ATTACHMENTS

- [Attachment 1.1](#) Sample Monthly Progress Report
- [Attachment 1.2](#) Checklist for Design Progress Meeting at 30% Completion
- [Attachment 1.3](#) Example Construction Project Progress Report
- [Attachment 1.4](#) Example Construction Project Progress Report
- [Attachment 1.5](#) Example Construction Project Progress Report

FDM 8-25-5 Performance Evaluations

July 23, 2015

Evaluations using the Contract Administration and Reporting System (CARS).

WisDOT is transitioning to an electronic contract system. The evaluation procedure is covered under "EVALUATIONS" in the CARS manual at:

<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrces/contracts/cars.aspx>

Please contact the CARS administrator at WisDOTCARS@dot.wi.gov.

WisDOT evaluates the work of consultants providing professional services at the completion of services or as necessary on multi-year contracts. Consultant performance evaluations are required on all contacts of \$10,000 or more. Evaluations should reflect both the positive and negative aspects of the consultant's performance on the project. WisDOT staff will affirm consultant successes on the evaluation as well as provide constructive feedback on how the consultant could improve its performance.

Evaluations will be conducted by the WisDOT Project Manager in a timely manner. When the design of a structure is involved, the Central Office Bureau of Structures should be contacted for comments prior to completion of the evaluation form.

A preliminary evaluation should be performed at an early stage of the performance of services. An informal discussion between the consultant and WisDOT Project Manager may be warranted to discuss the evaluation and identify ways to improve areas in which performance is not adequate. When conducted in the constructive manner intended, this preliminary evaluation can enable required corrective measures to be implemented in a timely manner and potentially eliminate a negative or adverse final evaluation at the conclusion of the services. Additional interim evaluations may be performed when necessary.

To achieve consistent ratings between consultants and regions, the following rating system shall be used for both design and construction engineering contracts:

CONSULTANT PERFORMANCE EVALUATIONS	
5.	Outstanding - Performance consistently exceeds requirements in all phases of the work. This level should be reserved for only special occasions where the Consultant always exceeds expectations, and is under budget and ahead of schedule.
4.	Above Average Performance - Performance is above average. Most requirements of the job are completed ahead of schedule. Consultant requires a minimal amount of monitoring. Quality leadership principles and sound engineering judgments are used. Agency coordination and public involvement activities are always timely and well done. Consultant reacts well to criticism.
3.	Satisfactory - Meets quality/performance expectations. Project is completed on time and on budget. There may be some areas that need minor improvements but the tasks are usually done on time and with minor revisions and monitoring. Good engineering practices/management. Adequate evaluation of alternatives and trial solutions. Agency coordination is adequate.
2.	Below Average Performance - Some work or time requirements need improvement but with monitoring are acceptable. Consultant's work is done solely by rote. Consultant should have a plan for improvement if they expect to be selected for additional projects.
1.	Unacceptable Performance - The consultant's work has numerous errors/omissions and the consultant requires a high degree of monitoring to complete the work. Significant improvements need to be made before consideration for future work.

Written comments are encouraged to better define the numerical ratings. WisDOT project managers may use

the comment fields to address issues not mentioned on the evaluation. Suggestions for improvement should be included when appropriate.

5.1 Design and Related Services Evaluations

There are five items used as criteria for rating the consultant's performance on a project. A rating of five (5) is the highest (positive) score, and a rating of one (1) is the lowest score. The rating for each category is not necessarily an average valuation of the selected answers within that category. Evaluations must be completed for each project ID on a design engineering contract.

5.2 Construction Evaluations

There are six items used as an evaluation criteria for rating of the consultant's performance on a project. A rating of five (5) is the highest (positive) score, and a rating of one (1) is the lowest score. The rating for each category is not necessarily an average valuation of the selected answers within that category.

Each project ID on the construction engineering contract must be accounted for on a consultant evaluation. This means that although evaluations only need to be completed for each let project on a construction engineering contract.

5.3 Master Contracts/Work Orders

Consultants shall have their overall performance evaluated on both types of master contract (full service and specialty). In addition, consultant evaluations are also required for individual work orders estimated at \$10,000 or more on full service Master contracts.

Performance evaluations are optional on work orders for specialty master contracts or those full-service master contract work orders that are estimated at less than \$10,000.

5.4 Evaluation Submittal

Evaluations must be performed in CARS WITHIN THREE MONTHS of the completion of the consultant services. The WisDOT geographic and/or Consultant Unit supervisors may also review the evaluation during the process.

For local projects, the project manager should also send copies of the evaluation form and last progress report to the local unit of government. The BFS-CAU will maintain a statewide record of performance evaluations for each consultant and, upon request, provide them to consultant selection committees for review.

5.5 Appeal Procedure

Consultants may appeal a decision or the results of an evaluation. Only written appeals will be accepted and they must be submitted to the WisDOT Project Manager who shall review the appeal and prepare a response. The WisDOT Project Manager, in agreement with his geographic and Region Consultant Unit supervisor, then forwards the appeal and response to the Statewide Consultant Engineer. After reviewing the documents, and researching the situation thoroughly, the Statewide Consultant Engineer forwards the information to the Administrator of the Division of Transportation Systems Development for a final decision.

FDM 8-25-10 Consultant Contract Payments

December 18, 2015

10.1 Consultant Preparation of Invoice

Invoicing using the Contract Administration and Reporting System (CARS)

WisDOT is transitioning to an electronic contract system. WisDOT will be implementing the mandatory use of CARS for invoicing cost incurred after June 30, 2015. All evaluations will also be developed and submitted to consultants effective July 1, 2015. This will mean that all August 2015 invoices requesting payment for costs incurred in July 2015 will be submitted in CARS. CARS does allow a firm to complete an August invoice for costs incurred prior to July 1, 2015 on the same invoice.

Contracts completed by September 30, 2015 will be exempt from mandatory use. Master contracts with all work orders completed by September 30, 2015 will be exempt from mandatory use. Final invoices for all contracts/work orders must be received by December 1, 2015.

CARS allows firms to convert all contracts with previous payments made through paper invoicing to complete next invoice in CARS. The invoice procedure is covered under "INVOICING" in the CARS manual at:

<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/contracts/cars.aspx>

Please contact the CARS administrator at: WisDOTCARS@dot.wi.gov.

Consultants may invoice WisDOT no more often than once per month for the authorized contract work or services performed to date. Invoices must be in the general format of WisDOT's standard consultant contract invoice shown in [Attachment 10.1](#). The text below explains specific items shown in this attachment.

- A. State name of firm as stated in contract, address to which payments should be mailed, and federal employer identification number.
- B. State invoice number assigned by the firm and used in its accounting system and the date the invoice was prepared.
- C. State beginning and ending date of the time period in which invoiced costs were incurred. Specify if this invoice is for an adjustment of prior period costs.
- D. State name and address of WisDOT project manager.
- E. State project identification number for which costs were incurred. This project number must be included in the contract document. Invoice separately for each project number.
- F. State a brief description of the project: highway name, number, and limits, if applicable, and the county in which the project work is located.
 - 1. State the original contract amount. For phased contracts, show only that portion of the original amount specified for the first fiscal period.
 - 2. State the revised contract amount including all amendments approved to date. For phased contracts, include authorizations issued for periods following the first fiscal period.
 - 3. For contract items involving an actual-cost-plus-fixed-fee method of payment, show cost of work completed to date by consultant, including:
 - a. Direct labor costs incurred to date,
 - b. Estimated total indirect costs using the rate approved for current use, and
 - c. Non-labor direct costs incurred to date.

Fixed fee are based on the percentage of the contract work that is completed. The percent complete (progress) should be calculated using one of the following formulas:

$$\frac{\text{Total Direct Labor Invoiced} + \text{Total Overhead Invoiced}}{\text{Total Estimated Contract Direct Labor} + \text{Total Estimated Contract Overhead}} \times 100\%$$

OR

$$\frac{\text{Total Direct Labor Invoiced}}{\text{Total Estimated Contract Direct Labor}} \times 100\%$$

- 4. For contract items involving a lump sum method of payment, state the product of the lump sum amount multiplied by the percentage of work completed to date. When different lump sum amounts are included in the contract for different work elements within the same project, repeat this line for each lump sum amount.
- 5. For contract items involving a cost-per-unit-of-work method of payment, state the number of work units completed multiplied by the rate per unit. Completed work units must be delivered to WisDOT prior to invoicing. When different rates are included in the contract for different work elements within the same project, repeat this line for each different work element.
- 6. For contract items involving a specific rate of compensation method of payment, state the daily or hourly rate multiplied by the number of days or hours expended. When different rates are included in the contract for different employee classifications or pieces of equipment, repeat this line for each rate.
- 7. State the cumulative total of amount billed to the prime consultant by subconsultants.
- 8. State the sum of lines 3 through 7.
- 9. State the cumulative total of all previous invoices submitted to WisDOT. Show cumulative total of payments received to date if different than the cumulative total of previous invoices submitted.
- 10. Show the difference between total cost to date and amount previously invoiced.

Complete the consultant certification, including a complete signature and title of an authorized representative of

the consultant firm.

Include, as supporting documentation, the following:

- For actual cost method of payment,
 1. A schedule of direct labor for time period covered by the invoice including the employee name, classification and number of hours for each employee. The invoice should also show the total number of hours and direct labor cost by classification. Direct labor rates and direct labor costs by employee are not required. Requirements for more detailed invoice formats must be approved in advance by the Statewide Consultant Engineer on a contract by contract basis. See [Attachment 10.5](#) - Direct Labor Summary Example.
 2. An itemization of non-labor direct costs for the time period covered by this invoice.
- For lump sum method of payment, a progress report identifying the amount of work completed to date.
- For specific rate of compensation method of payment, a summary of hours, days, or other unit expended in performance of the contract by employee classification or type of equipment, whichever is applicable.
- For subconsultant costs included in the amount due on this invoice, a copy of the subconsultant's billing to the prime.

Submit invoices to the WisDOT project manager. Provide one copy unless more are specifically requested. Final invoices must be submitted within three months of completion of the contract work or services.

10.2 WisDOT Approval and Processing

The WisDOT project manager will take the following actions:

1. Review the consultant invoice for accuracy, completeness, allow ability, and reasonableness of costs in relation to the nature and extent of the work or services performed. A full list of employees must be included on contract amendments for Specific Rate contract.
2. Approve the invoice by indicating the following on the bottom of the form:
 - The date the invoice was received by WisDOT; under prompt payment law interest is owed by WisDOT if payment is not made within 30 days.
 - The amount approved for payment.
 - Indication of whether the invoice represents a partial or final payment.
 - Complete signature.
3. Forward the approved invoice with its supporting documents and Monthly Progress Report. If the Invoice is a final payment, the Evaluation form must also be sent. Send to:

Bureau of Business Services
Expenditure Accounting Contract Payment Unit
Room 851, Hill Farms State Office Building, Madison

10.3 Disputes

If a consultant invoice is not properly completed by the consultant or some or all of the invoiced costs are disputed, the WisDOT project manager will provide the consultant an explanation regarding the ineligibility or deficiencies. Such notice will be provided by the WisDOT project manager within 30 days of receipt by WisDOT of the original invoice. A sample format for documenting this notification is shown in [Attachment 10.2](#).

In the event of a dispute, the WisDOT project manager should promptly submit any undisputed portion of the invoice to Bureau of Business Services, Expenditure Accounting Section for processing. Later, when the disputed portion is resolved, a copy of the invoice and the dispute notice can be forwarded to the Bureau of Business Services, Expenditure Accounting Section for processing of any unpaid but resolved portions.

10.4 Payments Of Three Party Contracts

Three-party contracts are those through which a municipality secures a consultant and WisDOT merely acts in an approval capacity. Payments to the consultant will be made directly by the municipality, or the municipality may elect, through contract basis of payment language, to have WisDOT pay the consultant. The invoicing and approval processes for three-party contracts should follow all of those outlined above, except when the municipality pays the consultant:

1. The consultant submits invoices to the municipality.

2. The municipality prepares a request for WisDOT reimbursement of any state or federal cost sharing and forwards the request (with copy of the paid consultant invoice) to the WisDOT project manager.
3. The WisDOT project manager reviews, approves, and forwards payment request to
 - Bureau of Business Services
 - Managerial Accounting Services
 - Room 851, Hill Farms State Office Building Madison

10.5 Invoicing For Charges in Approved Indirect Cost Rate -Actual Cost Plus Fixed Fee Contracts Only

Indirect cost rates used to estimate and propose costs for actual-cost-plus-fixed-fee contracts are ultimately adjusted to the audited and approved rate for the time period in which the contract work was performed. This can be accomplished in one of two ways.

1. WisDOT's Bureau of Business Services, Audit Unit, during final cost audits of actual-cost-plus-fixed fee contracts, adjusts indirect cost rates from provisional to actual.
2. Consultants may, if approved by the WisDOT Contract Manager, self-adjust invoiced costs to reflect the most recently audited and approved indirect cost rate and the final audited and approved rate throughout the life of, and at the completion of, an actual cost contract. The form for requesting approval to self-adjust is shown in [Attachment 10.3](#), and the format for invoicing (paying) for rate changes is shown in [Attachment 10.4](#).

10.6 Web Resources

The invoice forms are available at:

<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/contracts/misc.aspx>

LIST OF ATTACHMENTS

Attachment 10.1	Consultant Contract Invoice
Attachment 10.2	Notice of Good Faith Dispute/Improper Invoice
Attachment 10.3	Request to Adjust Indirect Cost Rates
Attachment 10.4	Request to Adjust Indirect Cost Rates
Attachment 10.5	Direct Labor Summary Expense

FDM 8-25-15 Contract Amendments

October 3, 2016

15.1 Overview

Consultant contract amendments are required for any modification in the terms of the original contract that change the cost of the contract, change the subcontractors working on the contract, significantly change the character, scope, complexity, or duration of the contract services or significantly change the conditions under which the services are required to be performed. For amendments to a Federal Major related consultant contract timely coordination and approval by the FHWA point of contact is required.

A contract amendment shall clearly outline the changes made and include an amount and method of compensation for the work or services covered by the amendment. In addition, it shall state the total revised contract amount and basis of payment resulting from the amendment changes.

Fee computations display the increase or decrease in costs by classification and engineering task. They do not restate the total costs of the contract in those terms.

Amendments to increase the pay rate of an employee on a specific rate contract are not allowed, unless the duties of an employee changes and/or there is a time extension caused by WisDOT, In the event of a new negotiated rate due to contract extension, the new rate should not take effect until the end of the original contract period.

Overruns or underruns in the costs of services do not warrant an adjustment in the fixed fee portion of a cost plus fixed fee contract. Adjustment of the fixed fee portion in an actual cost plus fixed fee contract or a lump sum contract will be allowed only when a significant change to the scope of services is made.

Amendments shall not be approved for services on projects not included in the original contract. The BSHP Contract Manager must approve the addition of project IDs and/or other project locations to a contract before the amendment is submitted to BSHP.

Renewals and/or extensions for period contracts must also obtain prior approval from the BSHP Contract Manager, and the DTSD Statewide Consultant Engineer.

Amendments may not expand the scope of a contract beyond that published in the original solicitation. For example, a contract originally advertised solely as preliminary design cannot be amended to extend the scope to include final design through PS&E. Another contract for the additional services must be advertised through the appropriate solicitation process (see [FDM 8-5-15](#)). "If authorized" tasks cannot be included in an agreement.

The Statewide Consultant Engineer must be involved with negotiations for amendments over \$1,000,000. Before negotiation of contract amendments exceeding \$1,000,000 can begin, coordination with the Statewide Consultant Engineer is required. Services under a contract amendment shall not proceed until the amendment is executed. The Transportation Region/Bureau Director or a designee may sign amendments less than \$50,000. Full signatures are required. Amendments of \$50,000 or more require the approval and signature of the WisDOT Contract Manager. All amendments to period contracts including no cost amendments require the approval and signature of the WisDOT Contract Manager.

In emergency circumstances such as severe time constraints or sudden unanticipated changes in project conditions, the consultant may be authorized to proceed with amendment services prior to agreement on the amount of compensation and execution of the amendment. Even in these circumstances, the services cannot begin without approval by either the WisDOT Statewide Consultant Engineer or the WisDOT Contract Manager when the cost is estimated at \$50,000 or more or the Region/Bureau Director, or designee when the cost is estimated to be less than \$50,000. In addition, WisDOT's obligation of cost only extends ten business days after the Department's verbal authorization to proceed. If the amendment is not executed within that time, the work must be discontinued. The consultant can begin the amendment services again once the amendment is executed. Emergency work amendments are exempt from having to show satisfactory work to date, and from having to consider the net benefits of submitting the work for advertisement.

15.2 Approval of Amendments

15.2.1 Amendments Requiring Statewide Consultant Engineer Approval

Any amendment that differs significantly from the initial advertisement requires the Statewide Consultant Engineer's approval.

15.2.2 Amendments Requiring Governor's Approval

Amendments meeting the following criteria must be approved by the WisDOT Contract Manager before negotiations begin and must be submitted to the Secretary's and Governor's Offices for approval once submitted to CAU:

1. There is a significant change of the scope of the contract, such as adding an additional project location.
2. The cost of the amendment is greater than or equal to the original cost of the contract. For example, the Governor must approve a \$15,000 amendment to a contract originally signed for \$10,000.
3. The total costs of all amendments on the contract are greater than or equal to the original cost of the contract. If the first two amendments on a \$10,000 contract added \$8,000, then a third amendment adds another \$5,000--that amendment (and all following amendments) must go through the Secretary's and Governor's Offices.

Amendments that do not meet the above criteria, but still have a significant impact on the contract as a whole, will be examined on a case-by-case basis to determine if the Governor's approval is necessary.

The WisDOT Contract Manager will notify the persons submitting the amendment that it needs Governor's approval before the approval process begins.

15.3 Submittal to BSHP-CAU

15.3.1 Amendments Less than \$50,000

WisDOT project manager will send the following to BSHP-CAU:

1. Two signed amendments, both with original signatures. CAU will forward original copy to the DTSD Central Files, and a copy to the Expenditure Accounting Unit for encumbrance of funds and payment processing.
2. Supporting documentation as listed in the Amendment Submittal Sheet at:

<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrces/contracts/supp-doc.aspx>

All amendments to period contracts require the approval and signature of the WisDOT Contract Manager, regardless of estimated cost this includes no cost amendments or time extension only amendments.

15.3.2 Amendments of \$50,000 or More

WisDOT project manager will send the following to CAU:

1. Four signed amendments, all with original signatures. CAU will perform a pre-award review. The Contract Manager will approve and sign the amendment documents. Two copies of the executed amendment will be returned to the WisDOT project manager, one original will be forwarded to the DTSD, Central Files, and a copy will be forwarded to the Expenditure Accounting Unit for encumbrance of funds and payment processing.
2. Supporting documentation as listed in the Amendment Submittal Sheet at:

<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/contracts/supp-doc.aspx>

Amendment Submittal Sheet is the process review for amendments to CAU. [Attachment 15.1](#) is an example of an amendment. The supporting documentation listed in the Amendment Submittal Sheet must accompany this amendment.

15.4 Amendments to Work Orders

Amendments to Work Orders follow the same procedures as outlined above.

15.5 Web Resources

More information about submitting amendments is available on the consultant extranet at (WisDOT and consultant links):

<https://wisconsindot.gov/pages/doing-bus/eng-consultants/cnslt-rsrcs/contracts/instructions.aspx>

LIST OF ATTACHMENTS

[Attachment 15.1](#) Sample Contract Amendment

FDM 8-25-20 Conflict Resolution Process

March 4, 2013

20.1 Introduction

The intent of this process is to resolve all issues within a reasonable amount of time. Any conflict will be discussed and every effort made to resolve the conflict at the level where it originates. This will reduce time consuming efforts of others. This conflict resolution process also allows project participants to escalate issues that they are uncomfortable handling. In this manner, the project participants are able to preserve their good working relationship with each other.

Conflict is the state of disagreement between two or more parties. The nature of difference between the conflicting parties could involve one or more of the following: (Reference: Managing Total Quality, Roadmap To Problem Solving, manual by 3M, 1992.)

Goals: Sometimes the parties differ in what they would like to achieve.

Methods: Sometimes two people or groups agree on the problem and the goals, but they differ on the best method to achieve the goals.

Facts: Sometimes the conflict is rooted in the facts of the present situation. Each party may have different facts or different perceptions of the same facts.

Values: Sometimes differences are more deeply rooted in the beliefs and personalities of the parties.

Generally, it is easiest to resolve differences over facts and most difficult to settle differences over values.

20.2 When Should the Process Be Used

The Conflict Resolution/Issue Resolution Matrix ([Attachment 20.1](#)) can be used on any size two-party or three-party design contract and construction engineering contract. It is recommended for use on contracts over \$50,000 or where there is potential for adversarial relationships between the parties.

[Attachment 20.2](#) is an example of how the Conflict Resolution/Issue Resolution Matrix could be filled out for a large two-party design project.

[Attachment 20.3](#) is an example of how the Conflict Resolution/Issue Resolution Matrix could be filled out for a

small two-party design project.

[Attachment 20.4](#) is an example of how the Conflict Resolution/Issue Resolution Matrix could be filled out for a construction project. Note: An additional column was inserted into the matrix for the contractor's conflict escalation path. By replacing the contractor's conflict escalation path with a local unit of government conflict escalation path, [Attachment 20.4](#) could also be used for a three-party design project.

The Conflict Resolution/Issue Resolution Matrix - [Attachment 20.1](#) is very flexible in how it can be expanded or condensed for a project as shown in [Attachment 20.2](#) through 20.4.

The shell documents for [Attachment 20.1](#) through 20.4 can be obtained from the Statewide Consulting Engineer, Division of Transportation Infrastructure Development.

20.3 When Should the Matrix Be Filled Out

The Conflict Resolution/Issue Resolution Matrixes should be filled out by the appropriate parties while the project is being scoped. This will help determine who is responsible for resolving various project issues.

20.4 How Should the Matrix Be Filled Out

It is suggested that a range of 50 to 90 percent be used for the lowest level in the column for Anticipated Percent of Conflicts to be Resolved at this Level. This is in line with WisDOT's Quality Based Leadership philosophy on empowerment, where almost 85 to 95 percent of the issues on a project should be resolved by the two lowest levels in the matrix.

The Time Available column for each level to resolve a conflict needs to reflect the appropriate time to make a timely and quality decision based upon the best information available during the same time period.

Names of individuals for each party are to be filled in for each level within the conflict resolution path. The matrix needs to be updated when participants or roles change during the course of the project.

ALL PARTIES INVOLVED IN DEVELOPING THE MATRIX SHOULD SIGN AND DATE THE AGREEMENT. It is recommended that those participants responsible for resolving at least 90 percent of the issues on the project should review and sign the matrix agreement.

20.5 General Guidelines

1. A conflict or issue may be identified by any party at any level during the course of the project.
2. Any conflict will be discussed and every effort made to resolve the conflict at the level where it originates.
3. Bypassing a level in the matrix is not allowed. For example, a consultant project engineer is not allowed to work directly with a WisDOT design chief or district director on a conflict at the level of origination.
4. Proper documentation is required to escalate any issue or conflict. Note: The level of documentation must be agreed upon prior to initiating the project. The extent of the documentation should be addressed on a specific case-by-case basis.
5. If a conflict can't be resolved at a specific level in the matrix, it can be accelerated to the next level before the allotted time is up if both parties agree.
6. The conflict resolution matrix must be updated when participants or roles change during the project.
7. The conflict resolution matrix should be evaluated periodically for effectiveness and mutually adjusted if improvements can be made to the process.
8. If any party is absent, conflicts involving a critical path schedule should be escalated to the next appropriate level within the corresponding matrix time frame.
9. Ignoring the conflict or decision is not acceptable.
10. No individual is expected to make a decision that makes him/her uncomfortable.
11. Have empathy for other's views. Listen to and try to understand the conflict or problem from the other person's point of view and accounting for what "real" or legitimate needs they have.
12. Communications between the parties will be open, honest, person-to-person, timely, and up front, in a trusting atmosphere.
13. Once a conflict is identified and project participants are informed, each level of the escalation process has a specific time allotted for resolution of the conflict. If the conflict cannot be resolved within the

defined time frame, it automatically moves up to the next level.

14. Once an unresolved conflict moves up to the next level, participants at previous levels relinquish their decision rights to the next higher level of participants indicated in the matrix.

20.6 Conflict Resolution Process

20.6.1 At Origination Level

1. Each party clearly defines the problem/issue in a written paragraph or less and exchanges with other party. (See General Guideline Number 4.)
2. Determine what data or information is known about the problem.
3. Determine what additional data or information is needed to understand/solve the problem; who should obtain it; and when should it be obtained.
4. Determine if there are other key players in regards to the problem.
5. If appropriate, brainstorm for solutions. Criticism of solutions is not allowed.
6. Evaluate alternatives and recommend solution.
7. If agreement is reached, either party or both parties can specify agreement in writing.
8. If conflict remains unresolved, both parties must document previous steps (1 through 7) and provide this information to both participants at the next level in the matrix. The documentation should include **AT LEAST TWO OR MORE RECOMMENDED SOLUTIONS TO BE CONSIDERED BY THE NEXT LEVEL OF PROJECT PARTICIPANTS.**

20.6.2 At Subsequent Levels

1. Review the written documentation of the problem/issue from the previous level.
2. Obtain input from WisDOT and/or consultant participants involved in previous levels.
3. Obtain input from peers, if necessary.
4. Determine if additional data or information is needed to clarify the problem; who should obtain it; and when should it be obtained.
5. Determine if there are other key players in regards to the problem.
6. Independently redefine the problem based upon facts with previous personal value judgments removed.
7. Determine if participants involved in previous levels need to be involved in meeting with counterpart in the matrix.
8. Meet with counterpart participant in the escalation matrix and follow steps 6,7, and 8 described in ORIGINATION LEVEL.

If the conflict is an issue of a consultant design or a construction engineering error and remains unresolved throughout all levels of the escalation matrix, [FDM 8-25-25](#) will be followed.

LIST OF ATTACHMENTS

Attachment 20.1	Conflict Resolution Matrix
Attachment 20.2	Sample Conflict Resolution Matrix - Large Design Project
Attachment 20.3	Sample Conflict Resolution Matrix - Small Design Project
Attachment 20.4	Sample Conflict Resolution Matrix - Construction Project

FDM 8-25-25 Process for Consultant Contract Claims and Disputes

December 22, 2011

25.1 General Policy

The intent of this process is to resolve each contract claim or dispute within a reasonable amount of time and at the organizational level closest to the source of the problem. Uniformity is important in notification, documentation and in providing the consultant adequate opportunity to participate in resolving the issue. This process is needed to ensure that both parties' rights are protected if an issue isn't resolved and continues in the review/appeals process.

WisDOT will utilize the following methods to assist in uniformly applying the above policy:

1. It is recommended that the guidance and forms in [FDM 8-25-20](#), Conflict Resolution Process, be utilized as part of the process to establish a consultant contract.
2. During the design stages of a project, potential design error/omissions will be returned to the consultant for correction as described in [FDM 19-10-45](#).
3. The final design engineering consultant for the project should be invited to attend the pre-construction conference.
4. At the pre-construction conference, WisDOT, the contractor and the design engineering and construction engineering consultant(s) will identify and document the chain of communication and time frame to resolve issues among all parties.
5. At the end of each calendar year, each region will report to the Statewide Consulting Engineer in the Division of Transportation Infrastructure Development and FHWA all additional cost recovery issues identified, outstanding, and resolved for the year.

25.2 Early Notification to The Consultant

Early identification of a potential error/omission enables WisDOT and the consultant to work together to minimize the adverse effects of the error/omission. Just as the consultant has a duty to meet a standard of care by contract for their services, WisDOT has a duty to properly notify the consultant of an alleged error/omission.

The consultant has contracted with WisDOT to resolve any problem resulting from a potential error/omission quickly. When WisDOT incurs additional costs due to an

error/omission during the design or construction of the project, early notification to the consultant is required. Both parties agree that during construction of the project, time is of the essence in solving the problem and avoiding delays in construction. All parties have a duty to identify reasonable alternatives for resolution. Resolving the problem should be first. Responsibility and financial implications become secondary and can be handled by these procedures.

Listed below are opportunities for WisDOT to notify the consultant of possible additional costs as early as any of the following may occur:

- When designs and plans do not meet FDM requirements.
- When WisDOT receives pre-bid questions on projects.
- When contractor bid prices reviewed by WisDOT are not consistent with PS&E estimates.
- At pre-construction conferences.
- During review of the contractor's schedule for production rates and identification of equipment/staffing to meet intermediate and final contract completion dates.
- When a contractor's proposed sequencing/staging and respective quantities appear to be inconsistent with the designer's intentions.
- When the Bureau of Project Development proposes to use cost reduction incentives in the construction contract.
- At construction project meetings where upcoming activities and schedule revisions are discussed because of additional work caused by increases in quantities and contract change orders.
- When the contractor notifies WisDOT of changed conditions, unforeseen conditions, or intent to file a claim.
- When WisDOT decides to add work to the contractor's contract.
- When input from others, such as utilities or local units of government, indicates a potential problem.

25.3 Claims Process

The overall objective of this process is to resolve all consultant claims and disputes in a timely manner and at the level of origination. The review and appeals process allows claims or disputes to escalate if they remain unresolved. The first three levels of the review remain in the regions. Each level of review should include the staffs that are directly involved.

1. Review by WisDOT Project Manager

At the first indication of a claim, dispute or a professional error/omission, the WisDOT project manager will:

- 1.1 Notify their Supervisor (and for informational purposes DTSD, Bureau of Project Development,

Consultant Services Section).

- 1.2 Immediately notify the consultant who designed the project or who is providing construction engineering services or both, whichever is applicable. This notification can be made verbally (document in the project file or diary for construction) and followed-up by a written notice. The consultant will be invited to participate in the development of a solution with region staff. If time is of the essence, the consultant will participate in this process without immediately seeking compensation. WisDOT and the consultant are to resolve such problems first and afterwards determine cause and financial responsibility.
 - 1.3 If cause and financial responsibility are disputed, staffs need to prepare written descriptions of the claim/dispute with facts supporting their position. All decisions, descriptions of work, photographs, records of labor, materials, and equipment should be fully documented. Any immediate action taken to reduce the additional costs of the claim/dispute or error should also be documented.
 - 1.4 If agreement is reached, the documentation is forwarded to the region Project Development Section Chief and DTSD, BPD.
 - 1.5 If the claim/dispute remains unresolved, prepare a report that includes the previous documentation in addition to a complete description and results of the previous discussion/meeting with the consultant and forward to the region Project Development Section Chief.
2. Review by Region Project Development Section Chief
- 2.1 Review the written report of the claim/dispute from the previous level and obtain input from WisDOT and consultant participants involved in the previous level. Determine if additional information is needed to clarify the issue, who should obtain it, and when it should be obtained. Determine if there are other key players who should be involved in resolving this matter.
 - 2.2 Independently redefine the problem based upon facts and meet with the consultant to resolve claim/dispute.
 - 2.3 If agreement is reached the documentation is forwarded to the region Director and DTSD, BPD.
 - 2.4 If the claim/dispute remains unresolved submit the previous documentation, in addition to a complete description and results of the previous discussion/meeting with the consultant and forward to the Region Director.
3. Review by Region Director
- 3.1 Review the written report of the claim/dispute from the previous level and obtain input from WisDOT and consultant participants involved in previous level. Determine if additional information is needed to clarify the issue, who should obtain it, and when it should be obtained. Determine if there are other key players who should be involved in resolving this matter.
 - 3.2 Independently redefine the problem based upon facts and meet with the consultant to resolve claim/dispute.
 - 3.3 If agreement is reached, the documentation is filed and a copy of the resolution letter and financial settlement from the consultant is forwarded to DBM's Bureau of Business Services (BBS), Fiscal Services Section. The resolution letter should include the construction project ID. If the settlement applies to a specific category of the construction project, that information should be included in the resolution letter.
 - 3.4 If the claim/dispute cannot be resolved at the region level, the claim may be submitted to the DTSD, Bureau of Project Development, and Consultant Services Section for consideration by the WisDOT Claims Review Group
4. Review by WisDOT Claims Review Group

The WisDOT Claims Review Group will review any claim/dispute which cannot be resolved between the region and the consultant. Appeals to the WisDOT Claims Review Group resulting from a region decision should be made directly to the Bureau of Project Development (DTSD) by either the region or the consultant. All appeals must be in writing and received within 30 days of the date of the region

decision.

The WisDOT Claims Review Group will be chaired by the Deputy Administrator for Regions of the Division of Transportation System Development and consists of the following members:

- Division of Transportation System Development Statewide Bureau Director from a bureau not affected by the claim/dispute.
- Division of Transportation System Development Region Director from a region not affected by the claim/dispute.

DTSD will coordinate with the Chairperson on a hearing date, location and composition of WisDOT Claims Review Group. Depending upon the expertise required to review the claim, the Chairperson may invite other key staff to observe the hearing. DTSD will make the arrangements for the hearing and schedule the hearing within 60 days of receipt of the written appeal.

25.4 Hearing Procedures

25.4.1 Pre-hearing Submittal Requirement

At least ten days before the date of the hearing, both the consultant and region are required to submit a Statement of Facts, not to exceed ten pages. The Statement of Facts will be a condensed version of each party's presentation and will contain all issues to be presented at the hearing. DTSD will distribute copies of each party's statement to each member on the Claims Review Group. Also, each party's statement will be provided to the other party at the same time it is submitted to DTSD. This will allow each party to respond to the other party's statement at the hearing and enable each party to be fully prepared to answer questions posed by the Claims Review Group.

25.4.2 Hearing Agenda

The Chairperson will open the hearing with introductions of the Claims Review Group members, the consultant's representatives, and the region's representatives. The Chairperson will provide an overview of the review process, describe how the decision will be made and when the parties will be notified of that decision.

25.4.3 Project Overview

The region will present a brief project description, including the location of the project, the types of services performed by the consultant involved, and any other information requested by the Claims Review Group.

25.4.4 Presentation Order

Each party has 90 minutes to present their case. The claimant will make the initial presentation, followed by questions from the Claims Review Group. Then, the other party will make their presentation followed by questions from the Claims Review Group.

25.4.5 Presentation Summary and Rebuttal

Starting with the Claimant, both parties are given another ten minutes to summarize and conclude their case. The Claims Review Group may follow up with questions of both parties.

The Chairperson will close the hearing.

25.4.6 Decision

The Claims Review Group will consider both written materials summarizing each party's position as well as the discussion provided at the hearing. It will reach a decision shortly after the hearing and both parties will be notified in writing no later than 60 days following the hearing.

There should be a written decision that summarizes disputed facts, agreed upon facts, disputed analyses of application of specifications or contract requirements, the involved reasoning, and a conclusion.

If the decision of the Claims Review Group for this appeal is to pursue reimbursement from the consultant, the consultant will be notified of the decision and options for repayment.

25.4.7 Guidelines for Hearing Participants

1. Each party should provide their own visual aids: diagrams, layouts, maps, photos, etc. If audiovisual equipment is required, arrangements should be made with the DTSD before the hearing date.
2. Presentations are to be made by consultant and region personnel directly involved with the project.
3. The hearings will be informal with neither party being presented by legal counsel
4. All parties are expected to present all facts known to them and to refrain from speculation, hearsay, or

other unsubstantiated material.

5. All presentations, responses, and comments are to be addressed to the Claims Review Group.
6. Each person is to refrain from interrupting the presentation or response of another. There will be no disruptive conversations between or among the parties.
7. Questions will be asked by the Claims Review Group only.

25.5 Appeals

While the WisDOT Claims Review Group completes the appeals process for these procedures, the State Claims Board may remain as an option for some disputes. The State Claims Board is not part of the Department of Transportation. It is a legislatively created body consisting of members of the executive and legislative branches. A claims board form may be obtained from the State Claims Board, 101 E. Wilson Street, P.O. Box 7864, Madison, WI 53707-7864, 608-264-9595.

FDM 8-25-30 Audits

March 4, 2013

30.1 Indirect Cost (Overhead) Rate Audit

Consultants contracting with WisDOT for cost-based engineering or related services must file a consultant financial report to WisDOT including indirect cost rates and disclosure of cost accounting practices. Unless approved under a cognizant audit from another State DOT or a federal agency. Indirect cost rates proposed by consultants for estimating or invoicing costs under WisDOT contracts are subject to audit by the Division of Transportation Investment Management Audit and Contract Administration Section.

The purpose of an indirect cost rate audit is to determine:

1. The adequacy of the consultant's accounting system to accumulate costs of government contracts,
2. The adequacy of the consultant's estimating system to develop accurate cost-based estimates for government contracts,
3. The consultant's maximum indirect cost rate to be used for estimating costs on current contract proposals,
4. The consultant's indirect cost rate to be used for adjusting the actual cost of work under WisDOT cost-plus-fixed-fee contracts,
5. A record of items the consultant charges directly to projects, and ensure the consultant allocates all like direct costs in a fair and consistent manner,
6. Current labor rates and other direct cost rates, and
7. The adequacy of internal controls.

Indirect cost rate are based on a 12-month time period consistent with the consultant's fiscal year. The indirect cost rate for engineering consultant firms is generally computed as a percentage of total direct labor. Some firms, however, may allocate certain elements of indirect cost using different methods such as general and administrative costs allocated on a percentage of total costs.

The Audit and Contract Administration Section may approve the use of un-audited rates on a contract-by-contract basis based on the size and type of contract, audit workload and audit risk(s) as determined by prior audit experience with the firm.

Indirect cost rates may NOT be fixed in contracts using a cost-plus-fixed-fee method of payment. Federal regulations prohibit negotiation of indirect cost rates. WisDOT may accept a firm's unilateral offer to work at a reduced or limited indirect cost rate, including a negotiated field or project office rate in lieu of establishing field rate accounting. When consultants unilaterally offer to work at reduced or limited rates, the following language should be added to actual cost plus fixed fee contracts:

"Reimbursement for indirect costs shall be at the final audited rate for the period in which the work is performed, except that it shall not exceed _____%."

Most indirect cost rate audits are performed by WisDOT. However, WisDOT recognizes and utilizes cognizant audits performed by other state and federal agencies. In the event separate audits are performed by state and federal agencies, WisDOT shall consider the audit performed by the federal agency as the cognizant audit. WisDOT does not recognize audits performed by a CPA firm hired by the consultant firm as a cognizant audit unless that audit has been reviewed and accepted as a cognizant audit by another state DOT in accordance with guidelines published in the AASHTO Uniform Audit and Accounting Guide for Audits of A/E Consulting

Firms. WisDOT does not recognize a state or federal agency auditor's review, compilation or "agreed upon procedures" report as a cognizant audit.

In lieu of performing its own indirect cost rate audit, WisDOT may rely in whole or in part on audit work performed by another state, federal, or local agency or independent certified public accountant even though the audit doesn't meet the definition of a cognizant audit. Work of other auditors must meet the following conditions:

1. The audit must be current and of sufficient detail;
2. The audit was conducted within the context of all of a firm's government contracts and not limited to impacts on a particular contract or multiple contracts with particular agencies.
3. The audit must be performed in accordance with Government Auditing Standards issued by the Comptroller General of the United States;
4. WisDOT is permitted to review the auditor's work papers supporting the indirect cost rate audit and any related financial statement audit; and
5. The auditor's report should include
 - Auditor's opinion that indirect costs are measured in accordance with 48 CFR, Chapter 1, Part 31.2,
 - Auditor's report on internal controls,
 - Disclosure of cost accounting and other significant policies including itemization of costs the consultant charges directly to projects and a description of the policy for allocating labor directly to projects.

WisDOT's reliance on work performed by other auditors does not constitute establishment of a rate by a cognizant agency within the context of rules published in 23 CFR 172.7. WisDOT may at its option perform a cognizant review of a CPA audit procured by the consultant and issue a cognizant acceptance in accordance with the AASHTO Uniform Audit and Accounting Guide for Audits of A/E Consultants.

Firms should estimate costs using indirect cost rates submitted through their most recent consultant financial report form. Those rates are still subject to audit prior to approval of the contract. Because the use of unaudited rates poses potential delays and changes in the contract approval process, contracting Regions/Bureaus may request audit/approval of indirect cost rates during contract negotiations. CAU will coordinate the request for an indirect cost rate audit of consultant firms officially selected but not having an audited rate.

A summary of current indirect cost rates is available for WisDOT staff only.

The summary report includes current indirect cost rates as well as information on cost accounting practices disclosed by consultant firms.

Individual audit reports maintained by the Audit Unit include an audit opinion on the Schedule of Indirect Costs, which displays the total indirect cost (overhead) rate and all of its components. The Notes to the Schedule of Indirect Costs are also included in the audit reports. These notes list direct cost items that may be charged to WisDOT projects, as well as the firm's principal business activity, their method for distributing the cost of direct labor and other disclosures regarding the firm's overhead rate and costing policies.

The final part of the document, the Report of Internal Controls and Compliance, explains any problems found by auditors in the firm's charging methods or accounting system. Consultants may be required to submit a response including a corrective action plan if an auditor's report identifies significant deficiencies in internal control or findings of non-compliance.

WisDOT staff should contact the Audit Unit with any questions about information included in or missing from a firm's audit report or about firms not included on the web site. [FDM 8-5-47](#), "Consultant Financial Report" and [FDM 8-10-20](#), "Cost Accounting Requirements and Principles" also include additional information on indirect cost rates.

30.2 Pre-Award Review

A pre-award review is an examination and verification of the accuracy and appropriateness of all of the financial terms, conditions, and calculations of a consultant contract proposal, including subconsultant proposals. It includes, but is not limited to, the following steps:

1. A review of the consultant's most recent indirect cost rate proposal and audit to determine that the indirect cost rate proposed does not exceed the maximum rate approved for current use,
2. Verification of the accuracy of proposed labor rates and

3. Verification that proposed direct costs are those which the consultant normally charges direct and they are in conformance with company policy, as well as federal regulations and WisDOT policy .

30.3 Final Cost Audit

Following final payment and closing of a consultant contract, the Audit Unit performs a final cost audit. The purpose is to determine that all costs for which payment has been made by WisDOT to the consultant are allowable according to the Federal Acquisition Regulation (FAR), WisDOT policy, and the terms of the contract.

During final cost audits for contracts utilizing a cost-plus-fixed-fee method of payment, indirect cost rates previously used to propose costs and for invoicing are adjusted to the actual audited rates for the time period(s) in which the work was actually performed. This may result in the consultant owing money to or receiving money from WisDOT subject to the contract maximum amount.

Final cost audits are generally performed concurrently with the consultant's indirect cost rate audit.

30.4 Confidentiality/Disclosure of Indirect Cost Rates

Under Wisconsin Statutes, contract cost estimates, audit reports, and audit working papers are public information. 23 CFR 172 prohibits sharing of indirect cost rates with other consultant firms or with government agencies that do not receive FHWA funds.

When a public information request is made for information which includes indirect cost rates such as consultant cost reports by firm, audit reports, and consultant contracts with consultant fee computations, the department will ask parties requesting information on indirect cost rates whether they represent another firm or a government agency, which is not a recipient of federal highway funds.

If the requesting party represents another firm or a government agency that is not a recipient of federal highway funds, the department will notify the requesting party that distribution of the requested information is restricted by federal regulations. The Department will redact all references to rates as well any other numbers in the reports and proposals which would permit calculation of a rate. For consultant fee proposals, amounts to be redacted include hourly labor rates, total labor costs, consultant indirect cost rates, and total indirect costs.

If the requesting party is another government agency that is a recipient of federal aid highway funds, the information shall be provided. The Department must notify that firm whose cost information was requested that the transfer of information occurred.

If the requesting party does not represent another firm or a government agency, which is not a recipient of federal highway funds the information should be provided in accordance with normal procedures governing public information requests, any release of consultant indirect cost rates should note the confidential nature of the data by including the following statement:

“The attached document includes information pertaining to a consultant's overhead rates. The consultant firm to which these rates pertain may consider this data to be of a confidential nature.”

**REVIEW MEETING CHECKLIST
PROJECT COMPLETION 30%**

• CONSULTANT HAS COMPLETED

- Initial agency contacts and has received initial comments on impacts to wetlands, waterways, uplands, wildlife, endangered species.
- Initial local office meeting and comments.
- Initial public involvement meeting
- Initial utility facility identification
- Archaeological/historical survey
- Phase I hazardous materials assessment
- Accident history
- Field survey or mosaics or aerial mapping

• CONSULTANT PRESENTS TO APPROPRIATE DOT SECTIONS

- ___ Traffic
- ___ Maintenance
- ___ Structures
- ___ Soils
- ___ Real Estate
- ___ Design

- Strip plan of project (aerial mapping or mosaic or plot of ground survey) with above information plotted.
- Design typical section(s).
- Pencil horizontal alignment alternatives of reconstruction areas with support data.
 - * critical (control) sections
 - * cost estimate
 - * increase in passing, if applicable
- Preliminary construction schedule and staging concepts
- Chart showing pros/cons of each alternative's impact(s) on:
Costs, right-of-way, wetlands, hazardous materials, historical/archeological, percent passing, other goals of project.

22-Oct-92
(FILE NAME: 15979.WK3)

STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION
TRANSPORTATION DISTRICT 2

I.D. 2060-04-71
I.D. 2060-00-72/73
S. HOWELL AVENUE
STH 38
RYAN ROAD TO GRANGE AVENUE
MILWAUKEE COUNTY

CONSTRUCTION MONITORING SERVICES
PROGRESS REPORT

ESTIMATED HOURS BY LABOR CLASSIFICATION	Apr-92	May-92	Jun-92	Jul-92	Aug-92	Sep-92	Oct-92	1993	PROJECT TOTAL
PROJECT MANAGER	12	12	12	12	12	12	12	8	92
PROJECT ENGINEER	200	210	210	220	220	210	200	20	1490
SR. INSPECTOR	200	210	210	220	220	210	200	20	1490
SURVEY CREW CHIEF	0	0	210	220	220	210	200	0	1060
SURVEY TECHNICIAN	100	0	0	0	20	0	0	0	120
SURVEY TECHNICIAN	100	0	0	0	20	0	0	0	120
INSPECTOR TECHNICIAN	100	0	0	0	20	0	0	0	120
MATERIALS INSPECTOR	220	210	220	0	0	0	0	0	650
CLERICAL	8	8	8	8	8	8	8	8	64
ESTIMATED MONTHLY HOUR TOTALS	940	650	870	680	740	650	620	58	5208
ESTIMATED MONTHLY FEE	\$45,563	\$31,507	\$42,170	\$32,961	\$35,869	\$31,507	\$30,052	\$2,714	\$252,343
ESTIMATED ACCUMULATED FEE	\$45,563	\$77,070	\$119,240	\$152,201	\$188,070	\$219,576	\$249,629	\$252,343	
ACTUAL MONTHLY HOURS	374	742	1191	564	487				
ACTUAL MONTHLY INVOICE	\$17,548	\$34,444	\$52,608	\$29,508	\$28,438				\$160,548
INVOICE TOTAL TO DATE	\$17,548	\$51,992	\$104,600	\$134,108	\$160,548	\$160,548	\$160,548	\$160,548	

22-Oct-92
 (FILE NAME: 15979.WK3)

STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION
 TRANSPORTATION DISTRICT 2

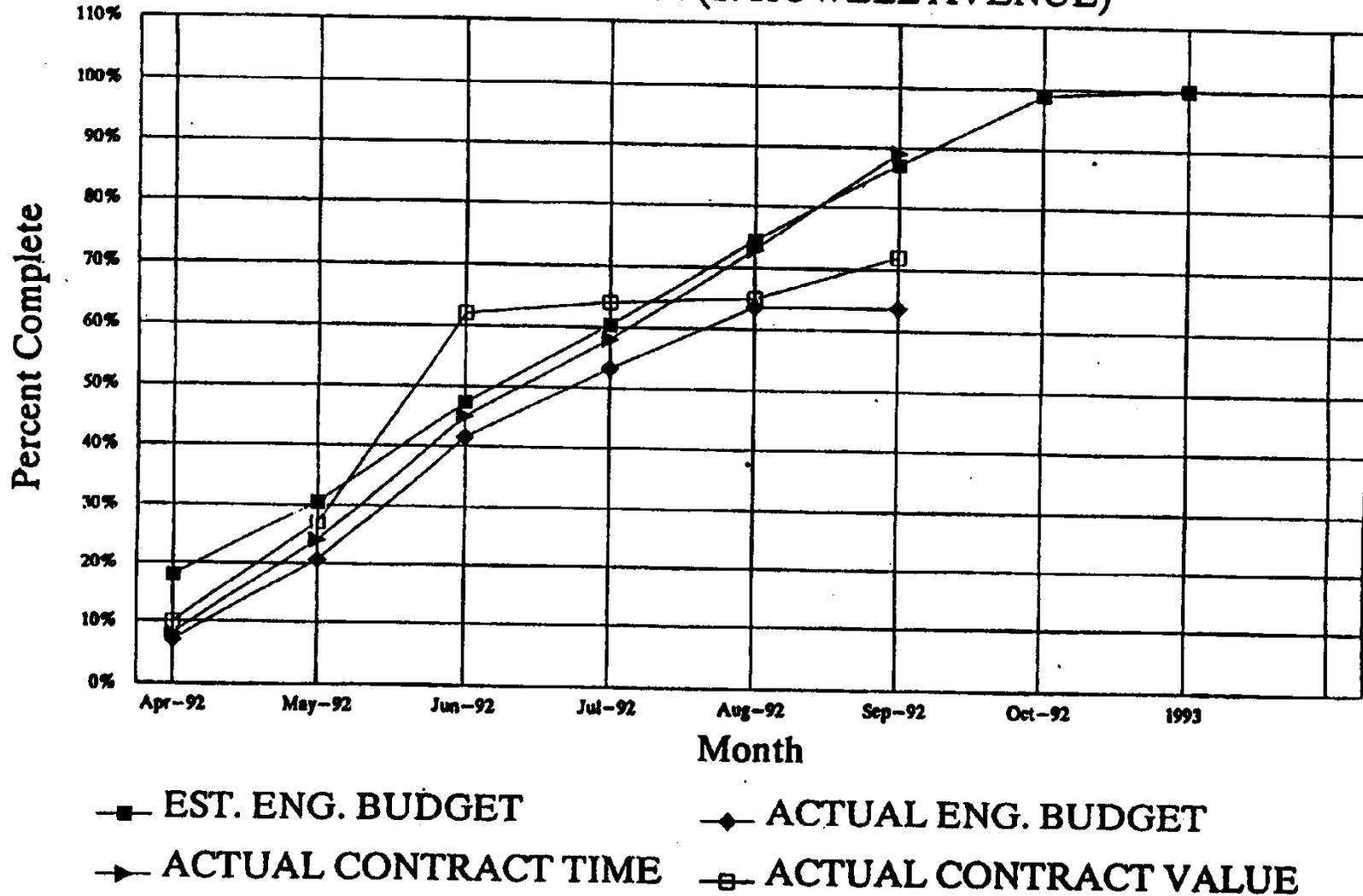
I.D. 2060-04-71
 I.D. 2060-00-72/73
 S. HOWELL AVENUE
 STH 38
 RYAN ROAD TO GRANGE AVENUE
 MILWAUKEE COUNTY

CONSTRUCTION MONITORING SERVICES
 PROGRESS REPORT

PROJECT PROGRESS COMPARISON:

	Apr-92	May-92	Jun-92	Jul-92	Aug-92	Sep-92	Oct-92	1993
ENGINEERING BUDGET:								
% BUDGET - ESTIMATED	18%	31%	47%	60%	75%	87%	99%	100%
% BUDGET - ACTUAL	7%	21%	41%	53%	64%	64%		
CONSTR. CONTRACT TIME:								
% WORKING DAYS - EST.	10%	23%	39%	55%	70%	84%	100%	100%
% WORKING DAYS - ACTUAL	8%	24%	45%	58%	73%	89%		
CONSTR. CONTRACT VALUE:								
% CONTRACT VALUE - EST.	6%	16%	34%	55%	75%	84%	100%	100%
% CONTRACT VALUE - ACTUAL	10%	27%	62%	64%	65%	72%		

CONSTRUCTION PROGRESS REPORT GRAPH I.D. 2060-04-71 (S. HOWELL AVENUE)



CONSULTANT CONTRACT INVOICE

Wisconsin Department of Transportation

DT1510 5/2007-2

Consultant: Complete a separate invoice for each state project ID.

Consultant Name		WisDOT Project Manager			
Address		State Project ID			
City, State, ZIP Code		Master Contract Project ID			
Federal Employer Identification Number		Work Order Project ID		Work Order Number	
Consultant Invoice Number	Current Date	Project Description			
Time Period Covered by this Invoice		County			
1. Original Contract Amount				\$ _____	
Total Fixed Fee		\$ _____			
2. Revised Contract Amount		Give Amendment #s: _____		\$ _____	
Revised Total Fixed Fee		\$ _____			
3. Actual Cost Contract Items (Attach Sheet with Detailed Labor Rates, Overhead Rate, Expenses by Type, Profit.)					
a. Cost of Work Completed to Date by Consultant		\$ _____			
b. Fixed Fee Earned to Date by Consultant		\$ _____			
c. Total (a + b)				\$ 0.00	
4. Lump Sum Contract Items					
a. Lump Sum Contract Amount		\$ _____			
b. % of Work Completed to Date		_____ %			
c. Total Amount Earned to Date (a x b)				\$ 0.00	
5. Cost Per Unit of Work Contract Items (Attach List of Additional Contract Items, If Needed.)					
(Do not repeat cost by item detail if <u>all</u> data is on invoice.)					
		<u>Type of Unit</u>			
<u>Item</u>	<u>Number of Units</u>	<u>Hours</u>	<u>Days</u>	<u>Unit Rate</u>	<u>Earned to Date</u>
a. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ 0.00
b. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ 0.00
c. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ 0.00
d. Total to Date for Items Not Listed		<input type="checkbox"/>	<input type="checkbox"/>	NA	\$ _____
e. Total to Date for all Contract Items	0				\$ 0.00
6. Specific Rate of Compensation Contract Items (Attach List of Additional Contract Items, If Needed.)					
(Do not repeat cost by item detail if <u>all</u> data is on invoice.)					
		<u>Type of Unit</u>		<u>Compensation</u>	
<u>Item</u>	<u>Number of Units</u>	<u>Hours</u>	<u>Days</u>	<u>Rate</u>	<u>Earned to Date</u>
a. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ 0.00
b. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ 0.00
c. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ 0.00
d. Total to Date for Items Not Listed		<input type="checkbox"/>	<input type="checkbox"/>	NA	\$ _____
e. Direct Expenses to Date for Project, If Applicable					\$ _____
f. Total to Date for all Contract Items	0				\$ 0.00
7. Subconsultant Charges (Attach list of Additional Subconsultants, If Needed.)					
(Do not repeat cost by item detail if <u>all</u> data is on invoice.)					
		<u>DBE?</u>		<u>Amount this</u>	
<u>Subconsultant Name</u>		<u>Yes</u>	<u>No</u>	<u>Invoice</u>	<u>Earned to Date</u>
a. _____		<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____
b. _____		<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____
c. _____		<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____
d. Total to Date for Subconsultants Not Listed				\$ _____	\$ _____
e. Total to Date for DBE Subconsultants (Including any Not Listed)				\$ _____	\$ _____
f. Total for all Subconsultants to Date (Including any Not Listed)				\$ 0.00	\$ 0.00
8. Total Earned to Date				\$ 0.00	
9. Adjustments for Rounding, Other (State reason):				\$ _____	
10. Amount Previously Invoiced				\$ _____	
(Payments Received to Date)				\$ _____	
11. Amount Due This Invoice (#8 + #9 - #10)				\$ 0.00	

Consultant Certification

I certify that to the best of my knowledge the work as listed above has been completed, represents no duplication of payments, and that all costs are in compliance with the contract terms.

X _____
 (Signature)

 (Print Name)

 (Title)

Check Box to Indicate Cost Detail Attached

Complete this section for FINAL invoices	
Consultant Certification of Disadvantaged Business Enterprises Utilization:	
Contractual commitment (Including all contract amendments):	\$ _____
Actual payments to certified DBE firms:	\$ _____
Percent of committed dollars paid to DBE firms:	_____ %

Department Approval

This invoice has been reviewed for accuracy and compliance; it is approved for payment.

Provide explanation for any portion(s) not approved for payment:

Date Invoice Received	Amount Approved for Payment
-----------------------	-----------------------------

- Partial Payment, Progress Report attached
- Final Payment, Progress Report and Evaluation Form attached

X _____
 (Signature)

 (Print Name)

 (Title)

Wisconsin Department of Transportation

NOTICE OF GOOD FAITH DISPUTE/IMPROPER INVOICE

To:	From:
	Telephone:

Payment will be made in compliance with the prompt payment policy upon resolution of the following:

* **GOOD FAITH DISPUTE** AMOUNT IN DISPUTE \$ _____

Services rendered were of a lesser quantity or quality than specified by contract. Explain:

* **IMPROPER INVOICE**

Invoice Number: _____

Date Received: _____

Your invoice is being returned for the following reason(s):

WisDOT Project Manager Date

**CONSULTANT REQUEST FOR APPROVAL
TO ADJUST INDIRECT COST RATES ON WisDOT ACTUAL COST CONTRACTS**
(On Consultant's Letterhead)

Current Date

WisDOT Bureau of Financial Services
Attn: Contract Manager
P.O. Box 7366
Madison, WI 53707

We (I) request approval to adjust indirect costs previously invoiced at provisional rates to reflect the most recently audited indirect cost and final audited rate throughout the life of, and at the completion of, actual-cost-plus-fixed-fee contracts with the Wisconsin Department of Transportation (WisDOT).

We (I) acknowledge that the approval requested, if granted, requires us (me) to adjust all previously invoiced costs when our (my) indirect cost rate decreases as well as when it increases. We (I) also acknowledge that such adjustments must be submitted within 90 days of notification by WisDOT's Bureau of Financial Services, Audit Section of the results of its own indirect cost rate audit or its acceptance of an indirect cost rate audit performed by another government agency or independent certified public accountant.

When adjustments result in an increase in costs, we (I) will submit to WisDOT an invoice with supporting worksheets for each applicable project. When the adjustments result in a decrease in costs, we (I) will submit to WisDOT a check for the amount of overpayment along with supporting worksheets for each applicable project.

Sincerely,

//s//

Name
Title

A copy of this request and approval will be maintained in WisDOT audit files. Approval may be revoked in the event the consultant's systems and/or processes for adjusting indirect costs is inadequate.

CONSULTANT CONTRACT INVOICE-OVERHEAD RATE ADJUSTMENT
Wisconsin Department of Transportation

For Use on Actual Cost Contracts When Change in Approved Indirect Cost (Overhead) Rate Occurs.

Consultant Name		WisDOT Project Manager	
Address		State Project ID	
		Project I.D.# to charge invoice to: _____ - _____ - _____	
		Lowest Project I.D.# on contract: _____ - _____ - _____	
City, State, Zip Code		Master Contract Project ID	
Federal Employer Identification Number		Work Order Project ID	Work Order Number
Consultant Invoice Number	Current Date	Project Description	
Time Period Covered by this Invoice		County	

- | | | |
|-------------------------------|----------------------------|----------|
| 1. Original Contract Amount | | \$ _____ |
| 2. Revised Contract Amount | | \$ _____ |
| | Give Amendment #s: # _____ | |
| 3. Amount Previously Invoiced | | \$ _____ |

YEAR ENDING: _____	
A) Actual Allowable Direct Labor Invoiced	\$ _____
B) Actual Audited & Approved Indirect Cost Rate	_____ %
C) Total Allowable Indirect Costs (A X B)	\$ _____
D) Indirect Costs Previously Invoiced and Paid	\$ _____
E) Amount Due/Consultant Owed (C - D)	\$ _____

- | | | |
|-------------------------|--|----------|
| 4. Total Earned to Date | | \$ _____ |
|-------------------------|--|----------|

Consultant Certification

I certify that to the best of my knowledge the work as listed above has been completed, represents no duplication of payments, and any and all costs are in compliance with the contract terms

X

(Signature)

(Print Name)

(Title)

Department Approval

This invoice has been reviewed for accuracy and compliance and is approved for payment. Provide explanation for any portion(s) not approved for payment:

Date Invoice Received	Amount Approved for Payment
-----------------------	-----------------------------

Partial Payment

Final Payment

X

(Signature)

(Print Name)

(Title)

Direct Labor Summary Example

Classification	Employee Name	Employee Number	Hours	Direct Labor Cost	
Project Manager	Mary Mayer	may113	4.00		
	Total Project Manager		4.00	\$ 240.00	
Senior Engineer	Joe Smith	smi210	62.00		
	Sally Jones	jon112	18.00		
	Total Senior Engineer		80.00	\$ 3,380.00	
Total Direct labor =				\$ 3,620.00	
Indirect Costs @131.50% of Direct Labor				\$ 4,760.30	
Fixed Fee (Direct labor x 2.5 x 8.0%)				\$ 724.00	
Direct Costs		Quantity	Unit	Rate	Cost
	Reimbursed Miles	120	miles	\$ 0.51	\$ 61.20
	Fleet Miles	50	miles	\$ 0.40	\$ 20.00
	Car Rental--Hertz	Invoice Attached			\$ 238.00
	Printing--City Print Shop	Invoice Attached			\$ 564.00
	Total Directs =				\$ 883.20
Total Prime					\$ 9,987.50
Subconsultants	ABC Engineering				\$ 750.00
	XYZ Geotechnical				\$ 1,200.00
	Total Invoice =				\$ 11,937.50

AMENDMENT NO. _____ TO THE CONTRACT
BETWEEN THE WISCONSIN DEPARTMENT OF TRANSPORTATION (DEPARTMENT)
AND _____ (CONSULTANT) FOR

Project ID
Project Description
Highway
County

The contract made and entered into by and between the DEPARTMENT and CONSULTANT, dated (MONTH, DAY, YEAR of CONTRACT) is hereby amended as set forth on the following pages.

The primary reason(s) for this amendment:

(INCLUDE DESCRIPTION OF REASON(S) FOR AMENDMENT AND INCLUDE BASIS OF PAYMENT LANGUAGE – IF APPLICABLE)

The CONSULTANT Representative is: *contact name; work address; e-mail; and telephone.*

The DEPARTMENT Representative is: *contact name; work address; e-mail; and telephone.*

In witness whereof, the parties hereto have caused this amendment to be executed and approved on the date signed by their authorized officers or representatives.

For the CONSULTANT

For the DEPARTMENT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

PUBLIC INVOLVEMENT

Section V.1. is amended to include the following:

- (1) One (1) involvement meeting covering the PROJECT as defined in section 1.F(2) of the Standard Provisions are provided under this CONTRACT.
 - (a) The City of Medford shall prepare notices and mailings to the property owners and other pertinent individuals.
 - (b) The CONSULTANT shall prepare for and conduct the required informational meeting, provide necessary equipment, exhibits and other information for the PUBLIC and the DEPARTMENT.

PROSECUTION AND PROGRESS

Section V.2. is amended to include the following:

- (1) It is expected that the following items of work will be completed on the indicated date:

P.S.&E.	June 1, 1992
---------	--------------

BASIS OF PAYMENT

The total amount of this amendment is \$2,464.

Section V.3. is deleted and replaced with the following:

- (1) The CONSULTANT will be compensated for services under this CONTRACT on the following basis:
 - a. Road plans, a lump sum of \$146,662 (increase of \$3,464)
 - b. For drilling and laboratory services the CONSULTANT's actual costs not to exceed \$1,550.
 - c. For hazardous materials investigation the CONSULTANT's actual cost not to exceed \$28,588 (decrease at \$1,000)
 - d. For street lighting design, layout and details, a lump sum of \$1,125.
 - e. The total cost of this contract shall not exceed \$177,925.
 - f. Of the total contract amount, \$28,588 (16%) is allocated to a disadvantaged business enterprise.

Conflict Resolution/Issue Resolution Matrix

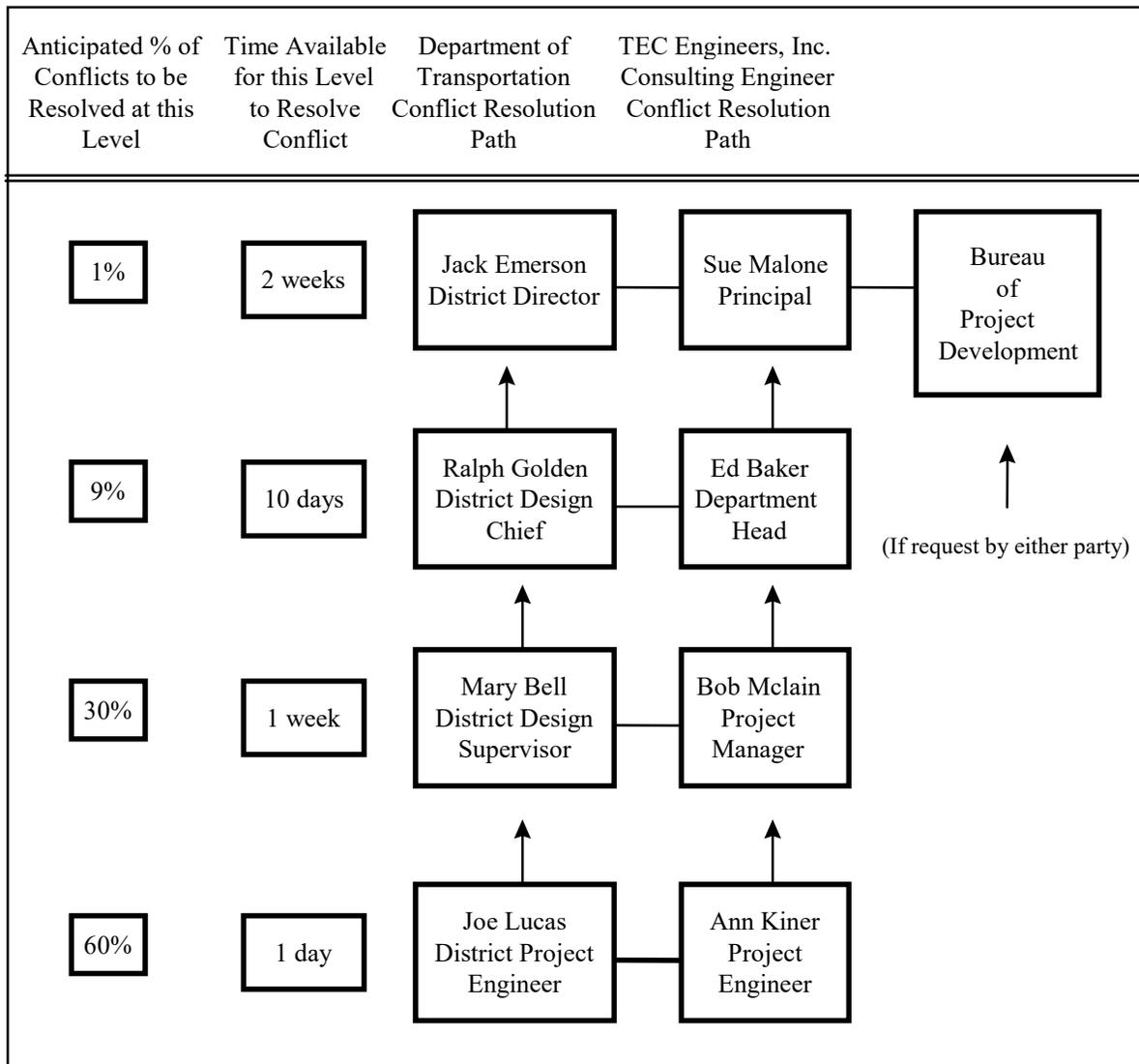
Project ID # _____

Project Name

Anticipated % of Conflicts to be Resolved at this Level	Time Available for this Level to Resolve Conflict	(NAME) Department of Transportation Conflict Resolution Path	(NAME) Consulting Engineer Conflict Resolution Path	Bureau of Project Development and other Appropriate WisDOT Central Office Staff (If requested by either party)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

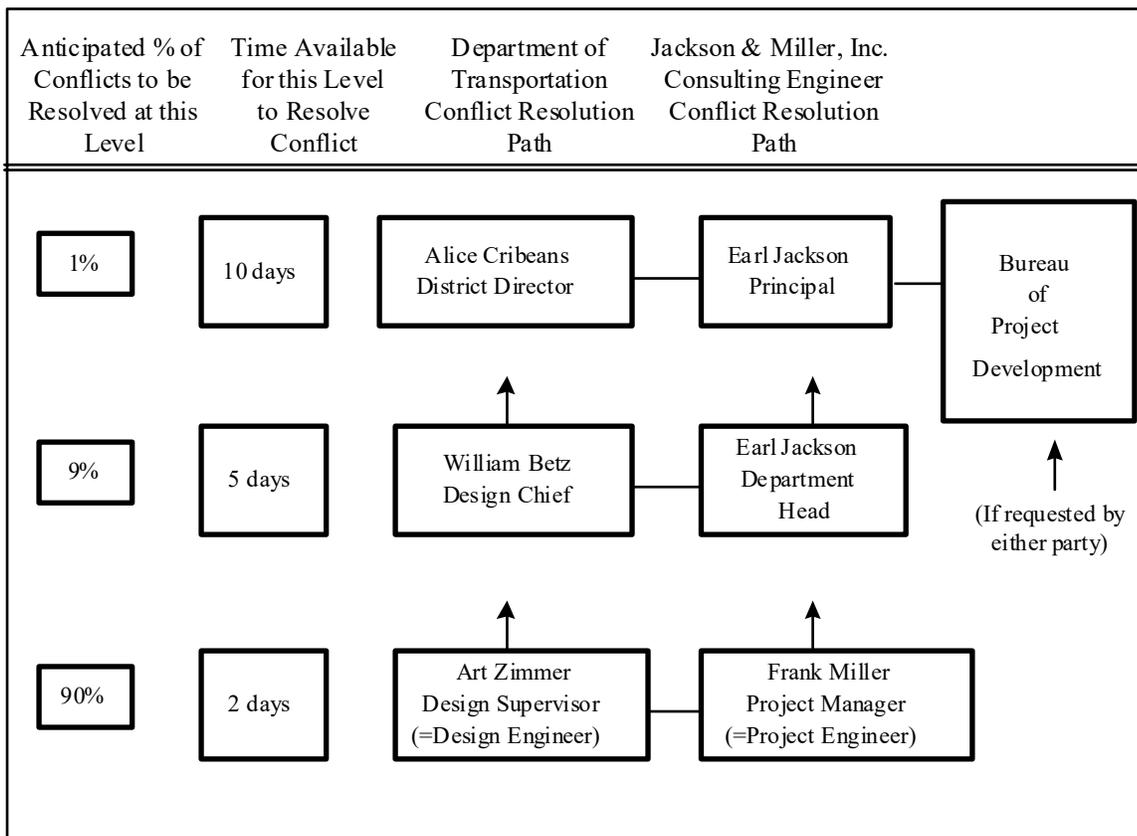
We the undersigned agree to make a good faith effort to undertake and implement this conflict resolution process.

Example Large Design Project: Pleasantville Road



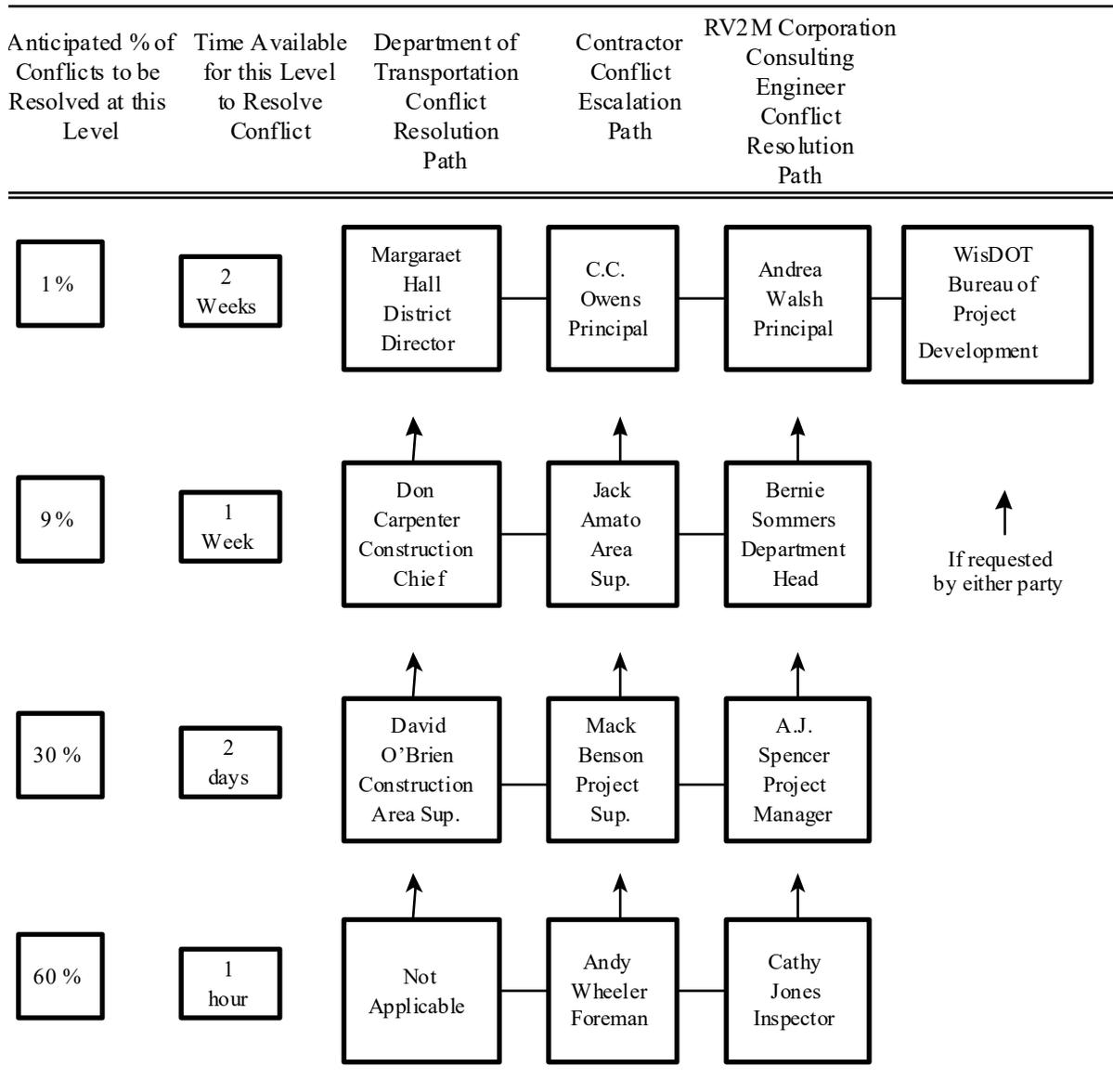
We the undersigned agree to make a good faith effort to undertake and implement this conflict resolution process.

Example Small Design Project: STH 98/Easy Street Intersection Improvement



We the undersigned agree to make a good faith effort to undertake and implement this conflict resolution process.

Example Construction Project: Brew Town Bypass



We the undersigned agree to make a good faith effort to undertake and implement this conflict resolution process.

