



Contract Administration Manual for Construction Engineering and Inspection Services



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Construction Division

VDOT GOVERNANCE DOCUMENT

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ABBREVIATIONS AND ACRONYMS

The following are abbreviations and acronyms used in this manual:

ACE	Area Construction Engineer
ACO	Assurance and Compliance Office
CEI	Construction Engineering and Inspection
CFR	Code of Federal Regulations
CIC	Construction Inspection Coordinator
CII	Critical Infrastructure Information
COI	Certificate of Insurance
CPE	Consultant Performance Evaluation
CPO	Consultant Procurement Office
CRD	Civil Rights Division
DBE	Disadvantaged Business Enterprise
DCE	District Construction Engineer
DCM	District Contract Manager
DGS	Department of General Services
DPS	Department of Purchasing and Supply
DSBSD	Virginia Department of Small Business and Supplier Diversity
EOI	Expression of Interest
FHWA	Federal Highway Administration
I&IM	Instructional and Informational Memorandum
NSDC	Non-Salary Direct Cost
PIM	Planning and Investment Management
PSCRS	Professional Services Contracts Reporting System
RFP	Request for Proposal
SSI	Sensitive Security Information
SYIP	Six-Year Improvement Program
VDOT	Virginia Department of Transportation
VPPA	Virginia Public Procurement Act

TERMS AND DEFINITIONS

Contract Administration Terms and Definitions

The following terms shall be interpreted as follows:

Construction Inspection Coordinator (CIC): A consultant employee that coordinates consultant inspection staff on a statewide, regional or districtwide basis and maintains a working knowledge of consultant staff capabilities and availability.

Contract: An agreement enforceable by law, between two or more competent parties.

Contract Administration: The management of a contract after it has been awarded, to ensure all terms and conditions of the contract are followed.

Contract Administrator: The person that manages all facets of a contract to assure the consultant performance is in accordance with the terms and conditions of the contract.

Consultant Performance Evaluation (CPE): Web-based consultant performance evaluation tool used to assess the quality of work performed by prime and subconsultant on VDOT contracts.

Critical Infrastructure Information/Sensitive Security Information (CII/SSI): Critical infrastructure is a system or asset so vital that its incapacity or destruction would have a debilitating impact on security, economic security, public health or safety. *Critical infrastructure information* (CII) is the designation used by VDOT to identify information that is not appropriate for public release without a need-to-know. *Sensitive security information* (SSI) is the designation used to identify information related to maritime critical infrastructure that is not appropriate for public release without a need-to-know.

Cure Notice: A written notice that informs the consultant that it is in default of the contract and states what the consultant shall do to correct the deficiency and become compliant with all contract requirements.

Disadvantaged Business Enterprise (DBE): A small business that is at least 51% owned by one or more socially and economically disadvantaged individuals.

Expression of Interest (EOI): A consultant's formal proposal identifying their intent to compete for a contract award and their plan to fulfill the conditions outlined in the Request for Proposal (RFP).

General Terms and Conditions: Standard clauses and requirements incorporated into all solicitations (Invitation for Bids /Request for Proposals) and resulting contracts which are derived from laws, or administrative procedures of VDOT. (Also called "Boiler Plate.")

Invoice: An itemized list that includes the cost of goods sent or services provided in a certain period. The invoice serves as the consultant request for payment.

Limited Services Term Contracts: Provides professional services for an indefinite number of tasks issued on an as-needed or on-call basis for an established contract period and an established maximum contract value.

Multiphase Professional Services Contract: A contract for professional services where the scope of work for the second or subsequent phase(s) of the contract cannot be specified until prior phase(s) of the contract are complete or underway.

Multiple Award: The award of contracts from the same procurement for goods or services to multiple Offerors.

Nonprofessional Services: Any services not specifically identified as professional services.

Non-Salary Direct Cost: An expense other than salary that is clearly-defined and allocable to a specific project.

Notice to Proceed: Written communication from VDOT informing the Consultant that work may begin as agreed upon in the approved task order document.

Professional Services: Work performed by an independent licensed contractor within the scope of the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy or professional engineering.

Programmatic Support Contract: Provides professional engineering resources and services as necessary to support multiple facets of project development and project delivery, including, but not limited to design, procurement, construction, and post construction activities.

Project Specific Contract: Provides professional services for a specific project.

Request for Proposal (RFP): A written public notification issued by VDOT soliciting proposals for professional, nonprofessional, or contractor services.

Specification: A description of the technical requirements for a material, product, or service that includes the criteria for determining whether these requirements are met. Employee classifications and key personnel designations are examples of specifications that should be included in the RFP's scope of work.

Subconsultant: An individual, partnership, corporation, or business having a direct contract to perform work on behalf of the prime consultant.

Task Order: An order issued under a contract, mostly used on Limited Service Term Contracts to establish an agreed-upon scope of services, budget, and schedule for specific assignments.

Task Order Manager: VDOT employee (i.e. Area Construction Engineer, Project Controls Engineer, Construction Manager, etc.) responsible for the internal management of VDOT task orders. Ensures that the scope of work, schedule and budget identified in the task order meets requirements.

Voucher: Internal VDOT document submitted by the Contract Administrator to the Accounts Payable Office after the receipt of an acceptable invoice. The voucher details project charge codes and the amount to be paid to the consultant.

CHAPTER 1 - GENERAL

1.1 [Purpose](#)

The purpose of the Contract Administration Manual for Construction Engineering and Inspection Services is to promote the consistent management and administration of consultant Construction Engineering and Inspection (CEI) contracts statewide.

1.2 [Contract Types](#)

VDOT Consultant CEI contract types include:

- Limited Services Term Contracts, otherwise known as “on-call” contracts
- Project-Specific Contracts
- Multiphase Contracts

Consultant CEI activities are predominantly conducted under limited services term contracts. Unless otherwise stated, the procedures identified in this manual are for the management of limited services term contracts.

1.3 [Professional Service Construction Contracts](#)

Consultant CEI services should only be obtained through the use of Construction Division Contracts. Any district may utilize the Central Office Staff Augmentation contract or another district’s contract for CEI services, with the exception of Northern Virginia District, provided the RFP scope of work allows it and the required resources are not available from the current District’s contracts. Northern Virginia contracts are not allowed to be used in other districts due to the increased Cost of Living Index for the region without the written approval of Construction Division.

Use of contracts from other districts requires the written concurrence of both District Construction Engineers (DCEs), identifying the scope of services, personnel and task order amount.

1.4 [General Contract Administration Responsibilities](#)

Effective contract administration ensures that deliverables are provided in accordance with the requirements of the contract. Each active contract must be assigned to a Contract Administrator. Each task order must be assigned to a Task Order Manager.

General responsibilities of the Contract Administrator include, but are not limited to the following:

- Confirm Certificates of Insurance (COI) remain in compliance with the minimum insurance limits for the duration of the contract. These certificates shall be kept on

file as contract records

- Review Title VI reports to ensure consultants maintain an approved status
- Initiate and coordinate completion of Consultant Performance Evaluations (CPE)
- Ensure compliance with contract/task order terms and conditions, hourly rates, non-salary direct cost, and classifications included in task orders and invoices
- Coordinate Task Order Manager reviews and approvals
- Execute task orders and process and approve invoices
- Conduct post award kick-off/coordination meetings with consultants
- Determine task order assignments and coordinate with CIC
- Enter task order and invoice data into PSCRS at a minimum on a biweekly basis
- Coordinate contract renewals, contract modifications, consultant CPEs and associated staff approvals
- Request new contracts, when appropriate and gather supporting documentation
- Coordinate the review of qualifications for proposed consultant personnel and ensure that staffing requests are aligned with contract classifications and objectives
- Organize and electronically file all documents (contract agreements/modifications, renewals, Title VI Compliance, CPE's, COI's, etc.)
- Issue the formal/written Notice to Proceed (NTP) for each task prior to work beginning on the task order
- Maintain Confidentiality Certification for all consultant staff in accordance with the executed MOA, See [Appendix R](#)

1.5 [General Task Order Manager Requirements](#)

Task Order Managers are responsible for the management and oversight of assigned task orders. They must be fully aware of the task order scope, objectives, deliverables, consultant staff assigned, budget constraints and schedule requests. General responsibilities of a VDOT Task Order Manager include, but are not limited to the following:

- Manage day-to-day coordination of service delivery and monitor progress
- Manage task order scope, hours, budget, deliverables, and schedule
- Regular communication with the CIC during the delivery of the consultant services identified in the task order
- Monitor expenditures to ensure the budget for the task order is not exceeded
- Monitor consultant performance and communicate concerns in writing to the Contract Administrator and the CIC
- Review and approve weekly timesheets, monthly invoices, mileage logs and progress reports in a timely manner
- Review qualifications of proposed consultant personnel
- Provide performance related feedback on the CPE

1.6 Contract Administration Team

All parties involved in the development and administration of CEI contracts need to be aware of modifications, renewals, expirations, executed task orders, contract supplements, staff changes, etc. Each contract should have a Contract Administration Team consisting of contract end users and individuals that have a stake in the success of the contract. This may include, but are not limited to the following:

- Contract Administrator
- District Construction Engineers
- Central Office Construction Division Representative(s)
- Task Order Manager(s)

1.7 Contract Records

The Contract Administrator shall ensure that all contract records are organized and maintained during the duration of the contract. Contract records include, but are not limited to the following:

- Expression of Interest (EOI) from the successful consultant
- Memorandum of Agreement (MOA) which includes the Request for Proposals (RFP) with any addendum(s)
- RFP or MOA referenced documents (i.e. CD IIMs or memoranda pertaining to vehicles, mileage, cell phone services, travel reimbursements, etc.)
- Contract modifications which occur during the life of the contract
- Contract renewal documents and approvals
- Certificates of Insurance (COI) (prime and subconsultant)
- Record of Title VI approvals for the consultant team
- Monthly progress reports
- Staffing reports
- Executed and revised task orders

CHAPTER 2 – RESOURCE FORCASTING AND ACQUISITION

The Construction Division serves as the lead division for the procurement of consultant CEI services as outlined in the VDOT Manual for the Procurement & Management of Professional Services. Please reference the most current version for additional details regarding the procurement of professional services.

2.1 [Procurement Coordination & Request](#)

Nine months prior to needing an executed “on-call” consultant CEI contract, the Contract Administrator shall submit a request for consultant CEI services to the Construction Division. The request shall include a justification of needs statement that clearly identifies:

- Current available manpower
- Projected workload over the next five (5) years based on the SYIP
- Fiscal burn rate on active CEI contracts
- Requested value of each contract
- Requested number of awards
- Requested MOA execution date
- Scope of services and labor categories for the Request for Proposal (RFP)
- Focus questions for the RFP
- The recommended selection committee members (see the Manual for the Procurement & Management of Professional Services)
- The recommended evaluation criteria & associated weights

Refer to [Appendix O](#) for a Sample Procurement Request Email.

Construction Division will utilize this information to complete the CPO-1 form and establish an estimated procurement timeline, term value for each contract, and total number of contract awards. Once all documentation has been reviewed and approved, the State Construction Engineer will submit the CPO-1 (Consultant Procurement Request) form to CPO. CPO will coordinate procurement activities with the Construction Division and all selection committee members.

2.2 [DBE Goals](#)

Professional services limited term contracts include an aspirational DBE goal. It is highly encouraged that the consultant make good faith efforts to do so. The following language is used in the RFP to identify the aspirational DBE goal:

“The Department believes that these services support 10% DBE participation”.

Professional services project specific contracts include a stated DBE goal, which is set by Civil Rights Division. Consultants are required to meet the stated DBE goal set for the project. The following language is used in the RFP to identify contract opportunities with a required goal:

“The DBE contract goal for this procurement is ____%.”

Section 2.2 DBE Goals may be superseded by guidance included in future revisions of the Manual for the Procurement and Management of Professional Services

2.3 [Maximum Hourly Rates for Inspection Classification](#)

The Construction Division has established maximum hourly rates (“capped rates”) for various consultant classifications. Construction Division may adjust the capped rates on an annual basis by applying the prevailing Employment Cost Index (ECI). The current capped rates can be found by referencing the current version of the [CEI Inspection Classification Hourly Rate Pay Limitations memo](#).

CHAPTER 3 – POST AWARD COORDINATION

Once a contract is awarded, a post award coordination/kick-off meeting should be held with the awarded firm(s). The purpose of the meeting is to review the technical, administrative, and fiscal requirements with the prime consultant(s) and review VDOT's upcoming workload. Although subconsultants do not typically attend the post award coordination meeting, Contract Administrators should encourage the prime consultant to share information with the entire consultant team.

The post award coordination meeting should be held prior to the consultant beginning any work and include the following topics:

- Roles and responsibilities - communication structure
- Task order, distribution, development, and management
- Invoice requirements
- Progress Report requirements
- Expectations for Deliverables
- DBE requirements
- Title VI requirements
- CPE process
- Upcoming workload
- Other essential contract requirements
- Confidentiality Certification Requirements

Attendees may include, however are not limited to the following:

- Contract Administrators
- Task Order Managers
- Project Control Engineers
- Central Office Construction Division
- Prime Consultant CIC and staff deemed necessary from the prime consultant firm

A checklist identifying all post award coordination tasks and meeting topics can be found in [APPENDIX A, Consultant Contract Post Award Checklist](#).

3.1 [Post Award Coordination Responsibilities](#)

Construction Division:

- Attend post award coordination meeting(s)

Contract Administrators:

- Host post award coordination meeting within 60 days of contract award
- Invite meeting attendees and distribute agenda
- Conduct the post award coordination meeting

- Distribute meeting minutes
- Ensure all necessary parties are involved in the meeting
- Review the Consultant Contract Post Award Checklist to ensure all applicable items have been addressed
- Review Task Order Manager Commitment Letter ([Appendix H](#)) with all potential Task Order Managers that may use the MOA.
- Discuss the content and format for Invoices and Progress Reports

Task Order Managers:

- Attend the post award coordination meeting when requested by the Contract Administrator
- Lead discussions regarding projected workload, technical requirements, and expectations for deliverables (including the frequency and approval process for time sheet submittals)

CHAPTER 4 - TASK ORDER MANAGEMENT

Construction Division's primary contract type for consultant CEI services are Limited Services Term Contracts in which task orders are issued on an on-call or as needed basis. Prior to issuing task orders, it is important to ensure that the following details are clearly defined in the task order:

- Scope of work for each task/project
- Anticipated hours broken down by classification
- Names of consultant staff and classifications assigned
- Any associated non-salary direct cost
- Maximum allowable compensation

No task orders shall be executed on contracts that have expired. Once initially executed, task orders shall not have their value increased.

The guidance in this chapter is for fixed billable rate task orders on limited service term contracts. For guidance related to lump sum task orders see [Appendix P](#).

4.1 [Task Order Requirements](#)

Contract Administrators and Task Order Managers serve a pivotal role in the development, execution, management, and closeout of task orders. The written approval of both the Contract Administrator and Task Order Manager is required for executing task orders and approving invoice payments.

Contract Administrators:

- Determine consultant for the task order assignments based on distribution requirements in accordance with Manual for the Procurement and Management of Professional Services
- Initiate communication with CIC for selected consultant and submit task order request form to CIC
- Review resumes for staffing proposals to ensure alignment with the contract rates and classifications
- Review draft task orders prior to execution
- Approve task orders once they have been reviewed and determined to comply with contract requirements
- Serve as the point of contact for the CIC regarding all contractual elements and payments (hourly rates, NSDC, etc.)
- Track contract and task order expenditures and enter them in PSCRS
- Close out task orders after work is complete or budget is expended

Task Order Managers:

- Prepare the Task Order Request Form and submit it to the Contract Administrator as soon as consultant services are determined to be needed
- Verify funding sources are open and available for charges
- Review resumes of proposed consultant staff to ensure candidate's skills and experience are adequate and appropriate for the task order requirements and match requested classifications
- Review and recommend the Contract Administrator approve or deny the consultant's draft task order
- Monitor the consultant's performance as it relates to the scope of work, schedules and budget identified in the task order
- Serve as the point of contact for the CIC regarding work performance and technical aspects of the work
- Approve task orders, mileage logs, timesheets and invoice charges
- Notify the Contract Administrator when work is complete or when consultant services will no longer be needed
- Ensure that any Department resources (ID badges, laptops, etc.) are returned or transferred at the completion of work and when the consultant contract is no longer active

4.2 Task Order Distribution and Assignment

During the development of task orders, the aggregate total compensation already approved on previous task orders should be monitored. The aggregate total compensation of all approved task orders in a term shall not exceed the maximum term amount stated in the Memorandum of Agreement (MOA).

The VDOT Professional Services Procurement Manual requires task orders for contracts with multiple awards be distributed in an established order. This shall be accomplished by the Contract Administrator establishing the order in which the selected firms are assigned task orders and assigning task orders in that order for the full duration of the contract.

Task orders may be assigned out of order only when it is determined that deviating from the original order is justified and in VDOT's best interest. The District Construction Engineer's approval is required to assign tasks out of order. Justification for deviation may include, but not be limited to, the following criteria:

1. Potential Conflict of Interest

2. Availability of consultant personnel to complete the project within the required timeframe
3. Workload assigned under current contract
4. Fair distribution of assignments in terms of value
5. Continuity of services
6. Location of firm when that is a major factor in the task assignment

Contract Administrators shall keep a task order distribution-tracking log to record the distribution of task orders to consultants on multiple award contracts. The requirements of the tracking log are as follows:

- The established order must be easily identifiable
- Each task order assignment must be entered in chronological order
- Deviations in rotation are clearly documented and include the specific justifications previously outlined

The tracking log shall be submitted to Construction Division CEI Program Office with each request for a contract renewal. A Task Order Tracking Log example can be found in [APPENDIX I](#).

Contract Administrators should continuously review the task order distribution-tracking log for imbalances of more than 25% total task order value to consultants within the same award cycle and executed under the same RFP. If this occurs, the Contract Administrator should attempt to identify opportunities to bring the task order values closer together.

4.3 [Task Order Development and Management Process](#)

When a Task Order Manager identifies the need for consultant services on a project/ assignment, the following actions should be taken:

1. Task Order Manager completes the task order request (See [Appendix B](#)) form electronically and submits it to the Contract Administrator. The task order request form will specify the following:
 - Estimated project/assignment begin and end dates
 - Task Order Number
 - Project Number(s)
 - All Charge Codes required for Cardinal entry (updated as changes occur)
 - Equipment and resources that will be provided by VDOT
 - Equipment and resources that are requested to be provided by the consultant
 - Personnel classification, skills, and certifications needed to successfully complete the task
 - Approximate number of regular and overtime hours per classification

- Detailed description of the task scope of services
2. Contract Administrator reviews the request for accuracy, assigns a consultant to perform the services, and contacts the CIC to request a draft task order (Current Task Order Template can be found on the [CEI homepage](#)). When possible, the CIC should be provided a minimum of three (3) business days to respond with an acceptable draft task order and resumes of qualified staff matching the classifications requested.
 3. The Contract Administrator reviews the draft task order scope and fee to ensure it complies with the MOA.
 4. The Task Order Manager reviews the draft task order scope to ensure the level of effort and staff resumes are appropriate, directly with the CIC and in conjunction with the Contract Administrator.
 5. If the proposed candidates do not have the experience required to perform the work identified in the request within budget and schedule constraints, the Task Order Manager must notify the Contract Administrator. The Contract Administrator will determine if further negotiation is necessary and if not will notify the CIC and forward the task order request to the next consultant in the rotation.
 6. Once an acceptable task order is received, the Contract Administrator will instruct the CIC to sign and return the task order. Once the task order is fully executed, the Contract Administrator will send the executed task order to the CIC. This will serve as the written Notice to Proceed for the task.
 7. The Contract Administrator will update PSCRS after each task order is executed.

All task orders must be assigned a task order number to serve as a unique identifier. Contract Administrators are encouraged to include the task order term and task order number in each task order name.

Example: The first task in the first term of the contract can be identified as
 Task Order # 1.001.

 Alternatively, task 101 in the second term could be identified as
 Task Order # 2.101.

Task orders must use the fixed billable rates for the year of the contract in which the task order is executed for the entire duration of the task (even if the task extends into the subsequent year(s)). Task order durations shall not extend longer than 18 months and task order budgets shall not exceed \$750,000 without the written approval of Deputy Chief Engineer. Task orders greater than \$750,000 in value should be considered for a project specific procurement. In addition, task orders should be written for specific assignments. Any task order written for more than 100 hours must have a specific scope of work and/or

specific project codes associated with it. No task orders shall be written on terms or contracts that have expired.

4.4 [Billable Hours Allowed for the CIC](#)

The Consultant Inspection Coordinator may bill their time at a maximum 5% of the total billed hours for each task. This is for work that is specific to the task and not for general supervision and support of the consultant's inspection staff.

4.5 [Conflict of Interest - Final Records Review](#)

Due to the unique nature of the construction final record reviews, no employee of a consultant firm shall be permitted to audit work on any project in which that firm performed any consultant CEI services.

4.6 [Non-Salary Direct Costs/ Direct Expenses](#)

Non-salary direct costs represent actual costs incurred by consultant to provide tangible items on a task. VDOT will reimburse the consultant for actual costs incurred, unless otherwise addressed in the MOA. Non-salary direct costs that are identified in the MOA shall be paid at the rates indicated in the MOA for the duration of the contract.

Non-salary direct cost not identified in the MOA shall follow VDOT's Professional Services Manual guidance for Small Purchase Procedures for Goods and Services. These are identified in [Appendix N](#).

4.6.1 [Consultant Engineering Inspection Equipment and Tools](#)

With the exception of nuclear density gauges, the consultant firm shall provide all material testing or measuring equipment as tools of the trade. The cost of these items shall be included in overhead. Any testing device that will be used for acceptance/rejection of materials will need evidence of applicable calibration.

If the consultant does not come to the jobsite with the appropriate tools and equipment, the Contract Administrator and Task Order Manager are encouraged to document these occurrences when completing consultant performance evaluations.

4.6.2 [Smart Phones, Tablets, Computers and Software Licenses](#)

Mobile communications devices such as smart phones and tablets shall be allowed as a non-salary direct cost as identified in the [VDOT Mobile Communication Device](#)

Memorandum.

Contract Administrators should refer to the Procurement and Management of Professional Services Manual for the acquisition of any hardware and/or software not identified in the Mobile Communications Device Memorandum.

4.6.3 Vehicles and Mileage Reimbursement

Reimbursement for consultant CEI vehicles is identified in IIM-CD-2017-02.01, Consultant Construction Engineering and Inspection Vehicles, Instructional and Informational Memorandum (I&IM) and the Advance Agreement FAQ Sheet.

CEI Advanced Agreement I&IM -

<http://www.vdot.virginia.gov/business/resources/const/IIM-CD-2017-02-01.PDF>

Advanced Agreement FAQ Sheet -

http://www.virginiadot.org/business/resources/const/IIM-CD-2017-02-01_FAQs.PDF

Consultants must choose to bill for vehicles either monthly or hourly on all contracts subject to the I&IM and must choose the same reimbursement method for all VDOT contracts. Contracts grandfathered by the I&IM will be addressed individually. If a consultant selects the hourly rate, they are not eligible for mileage reimbursement. Mileage logs shall be provided per the Vehicle Reimbursement I&IM when a consultant has decided to use the monthly reimbursement ([See Appendix G](#)). All consultants must verify their vehicle reimbursement selection during term renewals and by December 1st of each year to the CEI Program Manager.

The mileage reimbursement rate for vehicles used on Construction Engineering Inspection contracts is based on the rate established by the Internal Revenue Service (IRS) and identified annually in a memo to the consultant community from the State Construction Engineer.

Standard and Reduced Mileage Rate Memo -

<http://www.virginiadot.org/business/const/ceis.asp>

4.6.4 Overnight Travel

Consultants may be reimbursed for overnight travel expenses included in executed task orders. The overnight travel must be approved in writing in advance by the VDOT Task Order Manager and conform to the most current VDOT travel procedures.

4.7 [Overtime](#)

Consultants may work overtime if overtime hours and rates are included in the task order and the VDOT Task Order Manager authorizes the overtime in writing prior to the overtime work beginning. Overtime is only billable for authorized hours over 40 that are worked on any VDOT project in a given week. Billed overtime work should be clearly identified on timesheets and on invoices. If a classification does not have an overtime rate assigned in the MOA, hours worked over 40 will be billed at the total Fixed Billable Wage Rate.

4.8 [Task Order Revisions](#)

Minor changes to the task duration and staffing may occur after the task order is executed. These changes must be clearly indicated on the task order, coordinated with the Contract Administrator and initialed by the Task Order Manager and the CIC. Once the Task Order Manager and CIC have initialed the revised task order, a copy must be provided to the Contract Administrator.

Task orders are commonly revised to the following:

- Decrease the amount of the task order
- Extend the completion date of the task order
- Change personnel assigned to the task order

Increasing the total compensation or changing the scope of work identified in the task order is not allowed for any reason. When the value of a task order needs to be increased, a new task order must be written.

4.9 [Task Order Closure](#)

When all work under a specific task is complete and all associated invoices have been paid, the task order may be closed. Once the task order is closed, the Contract Administrator may reduce the value of the closed task order to the final amount invoiced for the task. This will return the unspent task amount and increase the current contract capacity if the term has not yet expired.

CHAPTER 5 – OTHER CONTRACT ADMINISTRATION RESPONSIBILITIES

Contract administration activities include:

- Contract renewals
- Contract modifications
- Certificates of Insurance
- Title VI compliance
- District contract reviews
- Monitoring progress
- Quality assurance
- Acceptance of work
- Payment
- Contract closeout
- Performance evaluations
- Other activities as required

5.1 Limited Services Term Contract Renewals

Limited Service Term contracts have an initial term of two years and two one-year renewal options. Each term expires when either the total value of all task orders executed during the term reaches the maximum term limit (dollar value) or the date of term expiration is reached. Any amount not obligated through an executed task order in the current term cannot be carried forward to future terms. The total value of all task orders executed in any given contract term shall not exceed the term limit in the MOA.

To ensure enough time for the renewal process, Contract Administrators should identify contracts eligible for renewal 90 days prior to the expiration date and/or when 90% of the maximum term limit has been obligated on executed task orders.

The Consultant Renewal Request letter should be sent to the consultant with a request for the consultant to provide the rate tables for the next term of the contract. Contract Administrators must review the rate tables for accuracy prior to submitting to Construction Division. The MOA will include the rate tables for the first term of the agreement (year 1 and year 2). Escalation will be applied in accordance with the MOA terms and conditions. If the Department chooses to renew the contract for an additional term, the consultant and the Contract Administrator should review the escalation rate memo posted on VDOT's external Consultant Procurement site here <http://www.virginia-dot.org/business/gpmps.asp>. (Note: The full escalation rate may not be appropriate for early renewals)

If the Contract Administrator wishes to renew the contract, they must submit the following information to the Construction Division a minimum of 60 days prior to the expiration of the current term or the anticipated early renewal date:

- CPO-2 Form
- Signed Consultant Renewal Acceptance Letter
- Narrative for upcoming workload
- A minimum of two consultant performance evaluations from the current term (if available)
- Current DBE/SWaM utilization percentages
 - If the consultant fails to meet the goal, the district should document the consultant's efforts to date and encourage DBE/SWaM usage
- Task Order Assignment Tracking Log
- Certification that PSCRS is current and accurate for all data entry of task orders and invoices
- Verification of vehicle reimbursement method from the prime and all sub-consultants (for contracts advertised prior to December 2017)
- Proposed rate table for the upcoming term, reviewed by the Contract Administrator for accuracy

Contract Administrators may access the CPO-2 Renewal Instructions and forms from the Consultant Procurement Office InsideVDOT site.

<https://insidevdot.cov.virginia.gov/div/CPO/5ZAC7/SitePages/Home.aspx>

See [Appendix Q](#) for the Limited Services Term Contract Renewal Checklist

5.2 Contract Modifications:

A contract modification is the process used to make changes to the MOA. It cannot substantially alter the scope of work or increase the maximum term limit. The Contract Administrator (with input from the CIC) ensures contract modifications do not affect the consultant's ability to meet the DBE Goal identified in the MOA and submits requested contract modifications to the Construction Division for coordination with CPO. Contract modifications may include, but are not limited to the following:

- Adding labor classifications and/or hourly rates
- Adding or removing a Subconsultant
- Adding non-salary direct cost(s)
- Revisions to contract terms and conditions

The following documents may be needed to support the contract modification request:

- Letter of request/ statement of need from the CIC and/or the Contract Administrator
- Resumes and payroll for new personnel
- Updated home office and field office rosters with new classifications and associated personnel highlighted
- Letter from the Subconsultant(s) being removed, added, or replaced
- Supporting documentation for non-salary direct cost, including requirements for small purchase procedures when adding a non-salary direct cost to the MOA

Once the Construction Division and CPO have reviewed the modification request and determined it to be acceptable an individual authorized to bind the consultant must sign the contract modification. Once signed by the consultant, VDOT will sign and execute the contract modification.

5.3 Other Contract Changes

To add new personnel to existing classifications in a home office or field office roster or reclassify existing personnel, the CIC must make the request in writing and provide the Contract Administrator with resumes for review. With coordination of Construction Division, reclassification of individuals can be accomplished at the task order level. Reclassification will not be allowed as a means to accommodate a Consultant promotion. Following the Task Order Manager approval of staff resumes, the CIC must submit certified payrolls for new personnel not already listed on the contract (s) to the CPO with the following information:

- a. VDOT Contract Administrator Name
- b. Contract Number
- c. Prime Consultant Firm
- d. CIC Name
- e. Subconsultant Name (if applicable)
- f. Employee names (to be added)
- g. The labor classification each employee is proposed to fulfill
- h. Updated home office and field office rosters with the new personnel highlighted

CPO will review each request and provide a recommendation to the Contract Administrator.

Resumes should be evaluated against the labor classification requirements outlined in the MOA. Contract Administrators should consider the resume and the CPO recommendation regarding payroll before issuing approval or denial. Consultant staff on the contract roster shall not be reclassified within the first twelve months after the award of the contract without the written approval of Construction Division.

Section 5.2 - Contract Modifications and 5.3 – Other Contract Changes may be superseded by Contract Modification/ Supplement guidance included in future revisions of the Manual for the Procurement and Management of Professional Services

5.4 Certificates of Insurance

The prime consultant shall annually submit Certificates of Insurance evidencing that the insurance coverages required by the MOA are in effect by emailing the copies of the certificate of insurance to ConstructionCEI@VDOT.Virginia.gov. Construction Division will populate a central document library of Certificates of Insurance on the Construction Division, CEI InsideVDOT site. The Contract Administrator is responsible for ensuring the Certificate of Insurance filed with VDOT is up to date.

5.5 Title VI

Title VI of the Civil Rights Act of 1964, as amended, is the federal law that protects individuals from discrimination on the basis of race, color and national origin. By contracting with VDOT, a consultant is obligated to comply with the laws and regulations listed in [Appendix L](#). In turn, State Highway Agencies are required to conduct Title VI reviews of consultant contractors (23 CFR, 200.9).

All consultants are required to have a current Title VI letter of approval on file in order to continue to perform under a contract with VDOT. Failure to comply with the nondiscrimination provisions may result in cessation of negotiations, withholding of payments, cancellation, termination, or suspension of the contract in whole or in part.

Contract Administrators are responsible for ensuring Title VI approvals for prime and sub consultants on assigned VDOT contracts are up to date. A copy of the Title VI Log can be found on Civil Rights Division InsideVDOT site.

5.6 Consultant Performance Evaluations

Assessing consultant performance helps to ensure that the Department receives quality deliverables, provides consultants with valuable feedback, serves as a tool for selection committee members to learn more about a consultant's past performance during the shortlist process, and provides a milestone for Contract Administrators to review DBE goals and achievements.

At the end of each performance cycle, the Contract Administrator will coordinate with all Task Order Managers that managed tasks on the project with Part II of the CPE form for the contract and request that they provide input for the performance evaluation. Each Task Order Manager must respond within 15 days to provide a clear assessment of all work performed by the consultant. The Contract Administrator will then use the assessments to perform the CPE for each consultant that performed work during the review period. Unless otherwise directed by the DCE the Contract Administrator will be the Rater, and the DCE will be the Reviewer. Contract Administrators are strongly encouraged to include comments that support each score, regardless of the assigned score, and should attach all documentation that supports the score given. After the CPE is finalized, the Contract Administrator must send a copy to the prime consultant as well

as each sub-consultant that performed work during the review period, and upload the final/signed evaluations to the CPE database. If no work is performed by a prime or sub-consultant during the review period, a CPE still needs to be generated. No scores, comments, or consultant signatures are required for CPE's marked with "No Significant Activity."

Additional guidance regarding performance evaluations are in the [VDOT Performance Evaluation Guidelines](#).

5.7 [District Contract Reviews](#)

Construction Division may review/audit the administration of any consultant contract for compliance with this manual to ensure statewide consistency. See [Appendix M](#) for the Contract Audit Checklist. Any findings of the review will be discussed with the Contract Administrator.

5.8 [Contract Close-out](#)

Prior to the expiration of the last term for a consultant contract the Contract Administrator should:

- Ensure PSCRS and Cardinal systems are accurate and up to date
- Coordinate with the CIC to verify VDOT's records in PSCRS and Cardinal match the consultant's records
- Confirm all executed task orders were issued within the appropriate term limits (time and money)

CHAPTER 6 – INVOICES

Prime consultants must submit invoices electronically to the Contract Administrator in .pdf format and in accordance with the Invoice Instructions and Template included in [Appendix D](#).

Contract Administrators shall return invoices to the consultant when the net receivable amount is less than \$500.00 or when invoices are received more frequently than once every 30-calendar days with the exception of the final invoice. In these cases, the consultant shall carry over the value of work to the next monthly billing cycle.

The Contract Administrator shall coordinate the review of invoices with Task Order Managers to ensure that all charges are accurate prior to approving the invoice. All invoices require approval by the Contract Administrator and all applicable Task Order Managers.

The Contract Administrators and/or Task Order Managers:

- Review the invoice
- Review progress reports
- Request supporting documentation (as necessary)
- Prepare the voucher transmittal
- Submit to the Fiscal Office
- Enter invoice details into the PSCRS “Vouchers” tab

Invoices for task orders based on fixed billable rates shall:

- Be based on actual verified hours worked
- Only include the fixed billable hourly rates identified in the executed task order(s), regardless of when the work is performed
- Only include non-salary direct costs authorized in the executed task order(s) (including but not limited to travel, vehicles, and communication devices)

Invoices for task orders based on lump sum shall:

- Be paid based on a percentage of the lump sum fee identified in the task order that is equal to the percentage of work complete

Invoices must be reviewed in a matter such that Voucher Transmittals can be submitted to the District Fiscal Office within 10 business days of receiving a complete and accurate invoice.

6.1 [Invoice Review](#)

Contract Administrators shall review all invoices. Minimally this shall include:

- Verify the appropriate billable rates are used for personnel and the labor classifications identified in the task order
- Verify the total previously billed amount and previous hour totals are accurate
- Verify home and field office rates are charged appropriately
- Verify all project related data is accurate
- Verify total compensation is mathematically correct
- Coordinate with task order managers for reviews outlined below

Task Order Managers shall assist the Contract Administrator in the review of invoices. Minimally, this shall include the following for all tasks identified on the invoice that are assigned to the Task Order Manager:

- Confirm the progress reports have been submitted and are acceptable
- Verify the hours billed/progress is accurate for the invoice period, based on first-hand knowledge of the task schedule, staff assignments, task progress and deliverables
- Verify that non-salary direct costs were included on the executed task orders, approved in advance when applicable (i.e. Travel and overtime) and consumed by the task/project
- Provide a recommendation to approve or reject the charges for their specific task orders (recommendations to reject task order charges must be supplemented with supporting documentation)

6.2 [Supporting Documentation Review](#)

In addition to the invoice review, Contract Administrators shall review supporting documentation for a minimum of 10% of all invoices received for each contract. Once requested, consultants shall provide the supporting documentation within two (2) business days, per the [2013 Memorandum on Professional Services Consultant Invoices](#). Review of supporting documentation includes the following:

- Timesheets
- Overnight travel expenses (hotel receipts and applicable per diem)
- Non-salary direct cost, receipts or lease agreements
- Any other documentation that may be required to substantiate invoiced costs

Questions resulting from this review shall be resolved with the CIC before the invoice is processed for payment. If there are unresolved issues or errors during invoice review, Contract Administrators should review a larger sample size to ensure the error is not repeated across all invoices.

6.3 [Progress Reports](#)

A detailed progress report shall be submitted with the invoice by the prime consultant for all work performed during the invoice period. Format and content should be as discussed at the contract kick-off meeting, otherwise as identified in [Appendix F](#). No invoice shall be paid without a progress report covering the period of the invoice.

The progress report shall include:

- Summary of Consultant Voucher Information – Current Estimate Information and totals for the Prime and Subconsultants (See [Appendix E](#))
- A list of all task orders for the current term and all active task orders from all terms
- Identification of task orders that are complete and have closed during the current invoice period
- Issues encountered this invoice period that affected the deliverables or delayed the completion of tasks

Once each task reaches 90% of the executed task amount, the Task Order Manager and CIC should forecast the remaining amount of effort necessary to complete the task. If additional funds will be required to complete the assigned task, a new task order must be written. Vouchers should not be approved when the invoiced amount for a task is more than 10% ahead of the work completed until the Task Order Manager and the CIC have discussed the reasons for the imbalance.

During the contract post award coordination meeting, the Contract Administrator may also request the consultant provide the following reports with each invoice:

- Consultant Overtime Report
- Staffing Report
- CIC Work Summary Report
- Other reports as requested

6.4 [Rejection of Invoices](#)

Upon discovery of errors in the invoice review or supporting documentation review, the Contract Administrator shall reject the invoice in writing clearly identifying the errors or disputed charges. The consultant shall make the necessary corrections to the invoice and resubmit the invoice with a revised invoice date. This process shall continue until the Department receives an accurate invoice from the consultant.

6.5 [Voucher Transmittal and Payment](#)

Once the Contract Administrator and Task Order Manager(s) have reviewed and approved the invoice (including supporting documentation) the Contract Administrator

shall prepare the Voucher Transmittal per their District's fiscal processing requirements. For details regarding the Voucher Transmittal preparation and fiscal requirements, users should refer to the VDOT Fiscal Division's [Accounts Payable Procedures](#) on InsideVDOT.

Voucher Transmittals must be submitted to District Fiscal Office within 10 business days of receiving a complete and accurate invoice (including any requested supporting documentation). Invoices received after business hours will be dated as received on the following business day.

6.6 [Closed UPCs](#)

Consultants are encouraged to invoice for VDOT services within 60 days of the work being performed. This helps VDOT ensure that projects will be open to charges when invoices are received. In the event a project is closed to charges, the Contract Administrator shall coordinate with the District Planning and Investment Management (PIM) Office to request that the appropriate phase of the project be re-opened to charges. After coordination with the District PIM office, request may be sent to Central Office Opening and Closing Request ProgDev-OpeningClosingRequests@vdot.virginia.gov, as necessary.

If the project budget has been overspent and there are no funds remaining to pay the consultant, the Contract Administrator shall notify the Task Order Manager to work with the PIM office and have appropriate funds identified and added to the project, or identify an alternative charge code for the expenses. Closed UPCs do not extend the 10-business day processing period for invoices.

6.7 [Special Instructions for Project Specific Invoicing & Payment](#)

On project specific CEI contracts, consultants may invoice personnel at their actual payroll rate (plus overhead, escalation, net fee, etc.) because it is a cost-plus net fee contract. Ultimately, it is the consultant's responsibility to manage the contract budget to ensure all performance requirements are met and the project is delivered within the total maximum compensation agreed upon in the MOA (not including contingency). Once the project is complete, the consultant may bill the Department the remainder of the net fee negotiated in the original contract even if the total maximum compensation agreed to in the MOA is not spent.

In addition, Contract Administrators must review the net fee on each invoice to ensure that the total net fee billed on all invoices to date correlates to the overall progress of the completed activities on the project.

6.8 Consultant Contract Final Invoice

Once all work performed on executed task orders is accepted by VDOT, the consultant shall provide the Contract Administrator with a final invoice for processing. The first page of the invoice shall be marked "Final Invoice".

Once the final invoice is received, the Contract Administrator should email the consultant to confirm it is the final invoice. After the final invoice has been reviewed and determined to be acceptable, the contract Administrator will create the voucher transmittal form indicating "Closeout Contract" in the payment message block.

If the final invoice was not indicated as the final voucher when processed, the Contract Administrator should add the following steps to those outlined above:

- Create a zero-dollar voucher (See example in [Appendix J](#))
- Use current date for invoice, receipt and services date(s)
- Enter line amount "\$0.00"
- Check final invoice in Cardinal
- Use your CSC since there is no project code (recommended)

Once processed, contact Construction Division to select final invoice in PSCRS

6.9 Final Audit

Once Fiscal Division has processed the final invoice, the Contract Administrator shall send an email to the ACO mailbox ACO@VDOT.Virginia.Gov stating that the final voucher has been processed and requesting ACO perform the final audit within 12 months. The email shall contain the following information:

- The location where electronic copies of invoices are available
- The type of contract (Fixed Billable, Cost Plus Net Fee, etc.)
- The contract number, name of the prime, and all sub consultants
- An electronic pdf copy of the MOA and any supplements/modifications
- An electronic pdf copy of the first invoice and final invoice (and/or supplemental final invoice, if applicable)

ACO may request electronic copies of various invoices at a later date if necessary to complete the review. ACO will coordinate directly with the Contract Administrator if further action is required.

CHAPTER 7 – PROFESSIONAL SERVICES CONTRACT REPORTING SYSTEM

The purpose of the Professional Services Contracts Reporting System (PSCRS) is to provide a database and reporting mechanism for monitoring consultant engineering contracts. Construction Division uses information in PSCRS to develop monthly consultant CEI utilization reports that are distributed to the State Construction Engineer and all District Construction Engineers (among others). For this reason, it is important that the Contract Administrators keep PSCRS regularly updated. This includes entering all applicable task order information within fourteen (14) days of task order execution and all applicable invoice information within fourteen (14) days of invoice approval. The Construction Division will verify accuracy of PSCRS data prior to the execution of a contract renewal or modification.

The primary module utilized for administration and management of CEI contracts is the Contract List. This module contains a list of professional services contracts (agency wide) that can be filtered by District, Division, Contract Type and Project Status. Contracts can be selected to display and edit the Contract Specific Details, along with its Administrators, Vendors, Term Details, Task Details and Voucher Details.

See the PSCRS Job Aid in [Appendix K](#) for a step-by-step tutorial on PSCRS task.

APPENDICES

The appendices listed below include acronyms, forms, checklist and formats that may be utilized or referenced when administering Consultant Construction contracts.

APPENDIX A – CONSULTANT CONTRACT POST AWARD CHECKLIST

APPENDIX B – TASK ORDER REQUEST FORM

APPENDIX C – TASK ORDER FORM

APPENDIX D – INVOICE INSTRUCTIONS & TEMPLATE

APPENDIX E – CONSULTANT INFORMATION FORM – CURRENT ESTIMATE

APPENDIX F – PROGRESS REPORT

APPENDIX G – MILEAGE LOG FIXED PROJECTS & MOBILE PROJECTS

APPENDIX H – TASK ORDER MANAGER COMMITMENT LETTER

APPENDIX I – TASK ORDER ROTATION TRACKING LOG EXAMPLE

APPENDIX J – ZERO DOLLAR VOUCHER EXAMPLE

APPENDIX K – PSCRS JOB AID

APPENDIX L – TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, MONITORING

APPENDIX M – CEI CONTRACT AUDIT CHECKLIST

APPENDIX N – SMALL PURCHASE PROCEDURES FOR GOODS AND SERVICES

APPENDIX O – SAMPLE PROCUREMENT REQUEST EMAIL

APPENDIX P – LUMP SUM TASK ORDERS

APPENDIX Q – LIMITED SERVICES TERM CONTRACT RENEWAL CHECKLIST

APPENDIX R – CONFIDENTIALITY CERTIFICATION



APPENDIX A – CONSULTANT CONTRACT POST AWARD CHECKLIST

Contract ID No.:	_____	_____
Cardinal Purchase Order No.:	_____	_____
Contract Title:	_____	_____
Prime Consultant Firm:	_____	_____
Maximum Total Compensation:	_____	_____
Contract Execution Date:	_____	_____

Meeting Preparation

- _____ Establish date/time/location of meeting
- _____ Prepare the agenda
- _____ Notify all participants
- _____ Gather all documents and templates to be presented during the meeting

Meeting Topics

- _____ Introductions – roles and responsibilities – communication structure
- _____ Scope of the contract
- _____ Contract terms/schedule and renewal and escalation process
- _____ Contract terms & conditions to emphasize
- _____ Task order & assignment processes (CIC billable hours, task order rotation, etc.)
- _____ Direct & Indirect Cost (mileage, lease vehicles, cellphones, etc.)
- _____ Invoicing requirements
- _____ Consultant reporting requirements (man hour, expense, mileage logs, etc.)
- _____ Contract modifications and staff additions
- _____ Upcoming workload
- _____ Overtime
- _____ Consultant Performance Evaluations and VDOT performance expectations

- _____ Quarterly/As necessary meetings
- _____ Title VI & DBE goals
- _____ Certificate of Insurance Requirements

On Boarding Considerations

- _____ Identification/access badge requirements
- _____ Laptop/hardware requirements
- _____ Software/application requirements (SARA)
- _____ Equipment to be provided by the consultant

Post Meeting Considerations

- _____ Areas requiring resolution
- _____ Action items and due dates
- _____ Meeting minutes (optional)

Publications & References

Shall include but are not limited to the following:

- Code of Federal Regulations 23 CFR 172 – Procurement, Management and Administration of Engineering and Design Related Service Contracts
- Manual for the Procurement & Management of Professional Services, Revised July 2017: <http://www.virginiadot.org/business/gpmmps.asp>
- Title 2.2, Chapter 43, as known as *the Virginia Public Procurement Act* (“VPPA”)
- FD-4 VDOT Travel Policy
- IIM-CD-2017-02.01- Consultant Construction Engineering and Inspection Vehicles

APPENDIX B – TASK ORDER REQUEST FORM

Task Order Request for Consultant Services

Requested by: ???
 Date of Request: 00/00/00
 Consultant Firm: ???

Project ACE:
 Project CM:

1	Project # & Description	Route and Project Name								
2	UPC:	???								
3	Project Charge	Category	Speed Type	Org. Code	County	Asset Type	Route	Facility/Structure	Activity	Oper. Proj. #
	Description	UPC	???	???	???					
	???									
4	TCI or TCI,Sr., and how many	Example - 1 TCI and 2 TCI Sr.								
5	Truck	Yes								
6	Estimated monthly truck mileage	??								
7	Cell Phone	Yes								
8	Brief description of duties (project inspector, book	Provide qualified inspection staff with specific qualifications and required certifications for Roadway and Bridge Inspection using VDOT's construction methods, safety and environmental methods, material testing procedures, and engineering principles and								
9	Estimated beginning date	Example - 00/00/00								
10	Estimated work hours per week	Reg. Time = 40 HRS, Over Time = 10 HRS								
11	Estimated Ending date	??								
12	ARRA Project	Yes or No								
13	Additional Information	Please note any special needs, or certifications here...								
14	Certifications Req'd	DCR	Asph. Conc. Field	HCC Field	Soils Compact-ion	Agg. Plant	Pavement Markings	Nuclear Safety	GR	Other (Specify)
	Yes or No									

Equipment Provided by Consultant

Example: Equipment, Vehicle, Nuclear Gauges, Materials Kits, Etc.

Equipment Provided by VDOT

Example: Standards, Specifications, Guidelines, Etc.

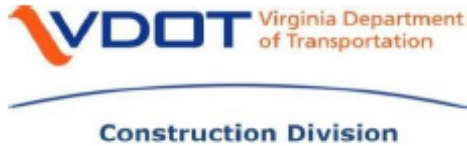
Authority of Inspector - Section 105.03(b) of 2007 R&B Specifications

Inspectors employed by the Department are authorized to inspect all work performed and materials furnished. Inspection may extend to all or any part of the work and to the preparation, fabrication, and manufacture of materials to be used. The inspector is not authorized to alter or waive the provisions of these Specifications or make changes in the plans. The inspector is not authorized to make final acceptance of the project, approve any operation or item, or act as foreman for the Contractor. However, the Inspector will have the authority to reject defective work and material and suspend work that is being improperly performed, subject to the concurrence of the Engineer. Such inspection shall not relieve the Contractor of any obligation to furnish acceptable materials or provide completed construction that is in accordance with the requirements of the Contract. The Inspector will exercise only such additional authority as may be delegated by the Engineer. The Engineer will advise the Contractor in writing of delegations of authority that will affect his operations.

Please see the attached Expectations for Consultant Inspectors.

APPENDIX C – TASK ORDER FORM

Cover Sheet



District: _____
 Contract ID: _____
 Contract Description: _____
 Cardinal PO: _____
 Prime Consultant: _____
 Consultant Company Assigned: _____

Current Term Current Contract Term Value \$ -
 Amount Approved on Previous Task Orders \$ -

Task Order Number: T1-01 Authorized Hours: 0
 Approximate Start Date: 1/1/2017 Approximate End Date: 1/1/2018
 VDOT UPC/Cost Center: _____
 Activity/Dept ID: _____
 VDOT Project Number: _____
 VDOT Task Manager: _____
 Location (County): _____

Task Order Description:

Consultant Personnel Assigned:

Additional Information:

Summary of Expenses

Labor	\$	-
Direct Expense - Vehicle	\$	-
Direct Expense - Other	\$	-
Task Order Value	\$	-
Remaining Contract Value	\$	-

 Consultant CIC Date

 District Contract Administrator Date

 Area Construction Engineer Date

Proposed Expenses

LABOR										
Labor Classification	Firm	Hours	Rate	*	O/T Hours	O/T Rate	Cost	Notes		
			\$ -			\$ -	\$ -			
			\$ -			\$ -	\$ -			
			\$ -			\$ -	\$ -			
			\$ -			\$ -	\$ -			
			\$ -			\$ -	\$ -			
			\$ -			\$ -	\$ -			
		Subtotal	0			\$ -	\$ -			
* H - Home Office Rate, F - Field Rate										

DIRECT EXPENSES - Vehicle										
Description of Vehicle	Employee Assigned (if known)	Months/Hours	Rate	Miles	Mileage Rate	Cost	Notes			
		0	\$ -		0	\$ -	\$ -			
		0	\$ -		0	\$ -	\$ -			
		0	\$ -		0	\$ -	\$ -			
		0	\$ -		0	\$ -	\$ -			
		0	\$ -		0	\$ -	\$ -			
		Subtotal	0		0	\$ -	\$ -			
Subtotal \$ -										

Direct Expenses - Other (including travel)										
Description of Expense	Employee Assigned (if known)	Quantity	Unit Rate	Cost	Notes					
		0	\$ -	\$ -						
		0	\$ -	\$ -						
		0	\$ -	\$ -						
		0	\$ -	\$ -						
		0	\$ -	\$ -						
		Subtotal	0	\$ -	\$ -					
Subtotal \$ -										

Revision History		
Number	Date	Description
1		
2		
3		

Task Total \$ -

Note: No increase to the maximum amount payable shall be authorized on this task order.

APPENDIX D – INVOICE INSTRUCTIONS & TEMPLATE

Consultant Invoice Form – Instructions

INTRODUCTION:

As part of VDOT process improvements initiative, VDOT will be switching from documentation based invoice process to risk based review process supported by reliance on advance approvals, contract requirements, and random audits. Consistent with the Commissioner's memorandum, the consultants are still required to maintain records supporting the charges contained in all invoices, i.e., timesheets, hotel receipt, travel expense receipts including documentation for non-salary direct cost etc... On a periodic basis, VDOT Project Manager will be required to request such supporting documentation to review for accuracy and completeness. The consultants are on notice that they will be required to submit the requested information to VDOT project manager within two business days (48 hours) of such request. VDOT PM will not process the invoice payment until required information will be submitted and found to be accurate and complete.

The following instructions are developed to assist user in its usage. The bulleted Letters below correspond to Letters (red font) on the attached Invoice Template document for reference.

Page 1: Invoice Cover Page

- A. Invoice cover page shall be on Consultant Letterhead
- B. Insert VDOT Addressee name and address
 - o District Contract Administrator for Term Contracts
 - o Project/Construction Manager on Project Specific Contracts
- C. Insert the Consultant's Federal ID Number
- D. Insert the Consultant's Point of Contact, firm name and billing address
- E. Insert the contract's Maximum Payable Amount
 - o A Term Contract's not to exceed amount or limiting fee will be presented
 - o A Project Specific's not to exceed amount will be presented
- F. Insert Net Fee for Project Specific contract
- G. Insert Contingency Amounts for Project specific
- H. Insert the Invoice Date (date the invoice was submitted)
- I. Insert the Consultant's Invoice Number
- J. Insert the Billing Period (from: month/day/year – to: month/day /year) for the Invoice
- K. Insert the VDOT Contract Number applicable to the invoice
- L. Insert the VDOT PO Number applicable to the contract
- M. Insert the VDOT Notice to Proceed Date applicable to the contract/task orders
- N. Insert the VDOT State Project Numbers applicable to the contract/task orders
- O. Insert the Federal Project ID applicable to VDOT State Project Numbers for the contract/task orders
- P. Insert the Total Billed to Date amount (cumulative total of all invoices to date-including the current invoice)
- Q. Insert the Total Previously Billed amount (cumulative total of invoices prior to the current invoice)
- R. Insert the Total This Invoice amount below the Total Previously Billed amount

For the large matrix in the lower half of the page titled Invoice Summary by Task Order/LOA contains the following information:

- S. Insert Task Order Number

- T. Insert the UPC Number Associated with the Task Order (some task orders will contain multiple UPCs. If so, list the UPCs in rows added under the task order number)
- U. Insert Previously Billed Hours per Task Order/UPC
- V. Insert Total Hours This Invoice per Task Order/UPC
- W. Insert Billed Hours to Date per Task Order/UPC
- X. Insert Authorized Amount for the Task Order/UPC
- Y. Insert Percent of Work Completed to date (for Lump Sum Contracts)
- Z. Insert Previously Billed Amount per Task Order/UPC
- AA. Insert Total This Invoice Billed Amount per Task Order/UPC
- BB. Insert Billed to Date Amount per Task Order/UPC
- CC. Insert Remaining Balance Amount per Task Order/UPC
- DD. Insert printed name of Consultant Official Representative
- EE. Insert signature of Consultant Official Representative
- FF. Insert Date of signing the invoice certifying the accuracy of the invoice

Page 2: Consultant Man-hour and Expense Report

This page shall be completed and submitted for the prime consultant and each subconsultant per UPC for which work is being charged on this invoice as shown on Page 1.

- A. Insert the Invoice Number at the top right of the form
- B. Insert the page number using the "Page X of Y" format per UPC

Insert the following identifiers at the top and across the matrix:

- C. Consultant Firm Name, check whether the firm is the prime or subconsultant, Vendor ID number, and Vendor Tax ID Number
- D. Project Name
- E. Contract ID Number
- F. Purchase Order Number (PO)
- G. Project UPC number
- H. Lead Division for the procurement
- I. Period covered by Invoice – Beginning Date
- J. Period covered by Invoice - Ending Date
- K. Task Order Number (as appears on approved task order document)
- L. Task Order Name (as appears on approved task order document)
- M. Route Number
- N. City/County code
- O. Section Number (if Applicable)
- P. Job Number(if Applicable)
- Q. Land Owner (if Applicable)

For Lump Sum Contracts, skip to Item AA

- R. For the Prime or subconsultant shown in (C), list the consultant's employee names for the Home Office that performed work on this UPC/task order for the voucher period (additional rows may be added as needed to list all employees)

- S. For each Employee Name, provide the following information directly to the right in the labeled columns:
- o Classification/Position
 - o Budgeted Hours/Actual Hours/OT Hours performed this period
 - o Regular hourly \$ Rate/OT hourly \$ Rate
 - o Regular total Amount/ OT total Amount (hours x rate for each)
 - o Leased Truck Mileage/Mileage Rate per mile/Total (mileage x rate)
 - o Privately Owned Vehicle Mileage/Rate per mile/Total (mileage x rate)
 - o Per Diem Meals total amount/Hotel total amount/Phone total amount
 - o *Reminder: Advance approval is required from VDOT for all consultant travel and related expenses. Travel expenses and reimbursement rates shall be in accordance with the prevailing VDOT Travel Guidelines*
- T. For the Prime or subconsultant shown in (C), list the consultant's employee names for the Field Office that performed work on this UPC/task order for the voucher period (additional rows may be added as needed to list all employees)
- U. For each Employee Name, provide the following information directly to the right in the labeled columns:
- o Classification/Position
 - o Budgeted Hours/Actual Hours/OT Hours performed this period
 - o Regular hourly \$ Rate/OT hourly \$ Rate
 - o Regular total Amount/ OT total Amount (hours x rate for each)
 - o Leased Truck Mileage/Mileage Rate per mile/Total (mileage x rate)
 - o Privately Owned Vehicle Mileage/Rate per mile/Total (mileage x rate)
 - o Per Diem Meals total amount/Hotel total amount/Phone total amount
- V. Totals for each employee are calculated and inserted at the far right of the matrix
- o Direct Salary Cost
 - o Non Salary Cost
 - o Total (DSC plus NSC)
- W. Totals for each Direct Salary Cost and Non-Salary cost column are calculated and inserted at bottom of each column
- X. Project Specific and Cost Plus Fixed Fee Contracts have additional information which include:
- o Overhead %
 - o Net Fee (Not to Exceed Amount)
 - o FCCM %
 - o Overhead times Total Base Salary
 - o % Progress to date times UPC/task order limiting fee
 - o FCCM% times Total Base Salary
- Y. Insert the Total amounts for each row
- Z. Insert Additional Direct Cost totals (materials, supplies, printing, computer and other)
- AA. Insert Lump Sum Amount due for this Invoice (for Lump Sum Contracts)
- BB. Insert % Progress times Lump Sum Amount
- CC. Insert totals for this invoice

(A)										
CONSULTANT LETTERHEAD										
To VDOT Addressee						Invoice Date: (H)				
(B)						Invoice Number: (I)				
VDOT Contract Administrator						Billing Period: (J)				
Contracting Division						Contract Number: (K)				
Business Address						P.O. Number: (L)				
						Notice to Proceed: (M)				
Consultant F.I.N. (C)						Project Numbers				
Consultant's Name & Address for Payment Remittance						State		Federal		
(D)						(N)		(O)		
Maximum Payable Amount: (E)						Total Billed to Date:		(P)		
Net Fee: (F)						Total Previously Billed:		(Q)		
Contingency: (G)						TOTAL THIS INVOICE		(R)		
Invoice Summary by Task Order/LOA										
		Hours			Amounts					
Task #	UPC	Previously Billed	Total This Invoice	Billed to Date	Authorized	% Complete	Previously Billed	Total This Invoice	Billed to Date	Remaining Balance
(S)	(T)	(U)	(V)	(W)	(X)	(Y)	(Z)	(AA)	(BB)	(CC)
1										
2										
3										
4										
Total										
CERTIFICATE OF CONSULTANT										
The undersigned requests payment of that portion of the contract amount invoiced above and warrants to VDOT that (1) the data shown in this voucher is accurate and correct; (2) the work covered by this invoice has been completed in conformance with the contract requirements; and (3) all previous payments received from VDOT on account of work done under this contract have been applied to discharge in full all obligation of the prime to its consultants, sub-consultants, and suppliers incurred in connection with work covered by prior invoices.										
CONSULTANT NAME (print):						(DD)				
CONSULTANT SIGNATURE:						(EE)		DATE:		(FF)

CONSULTANT MANHOURLY AND EXPENSE REPORT														INVOICE NO.	(A)
PROJECT IDENTIFIER										PAGE	OF			(B)	
CONSULTANT FIRM/NAME	(C)	PROJECT NAME	CONTRACT ID	P.O. NUMBER	PROJECT UPC	DIVISION	PROJECT IDENTIFIER								
PRIME SUB		(D)	(E)	(F)	(G)	(H)	A	B	C	D	E	F			
INVOICE PERIOD BEGINNING		INVOICE PERIOD ENDING		TASK ORDER NUMBER	TASK ORDER NAME	CO.	ROUTE	COUNTY	SECTION	JOB NO.	LAND OWNER				
(I)		(J)		(K)	(L)	(M)	(N)	(O)	(P)	(Q)					
VENDOR TAX ID		HOURS		SUBJECT SALARY COST (B.C.)		LEASE VEHICLE		HOTEL		TOTAL AMOUNTS					
		BUDGET	ACTUAL	REG	OT	REG	OT	REG	OT	TOTAL	TOTAL	TOTAL	TOTAL		
DRAFT SAMPLE															
EMPLOYEE NAME (R)															
EMPLOYEE NAME (S)															
EMPLOYEE NAME (T)															
EMPLOYEE NAME (U)															
EMPLOYEE NAME (V)															
EMPLOYEE NAME (W)															
(W) SUB-TOTAL BASE SALARY															
OVERHEAD (%) (X)															
NET (NOT TO EXCEED)															
(CCM) (%) (Y)															
OTHER DIRECT COST															
MATERIAL AND SUPPLIES															
PRINTING AND REPRODUCTION															
COMPUTER @ 50.00/HR															
OTHER															
LUMP SUM (AA)															
(AC) TOTALS															
LUMP SUM (BB)												% Progress X3			
(BB) % Progress X3															

Page 3: Progress Report and Related information (for each UPC/Task Order)

Consultant to provide detailed Progress Report on work performed for the invoice period. Format and content to be determined by the VDOT Contracting Division. Information should include the following :

1. Detailed description of work performed for the invoice period
2. Deliverables provided this invoice period
3. Bar Chart with milestone activities for the contract period
4. Percentage of work completed to date
5. Issues this invoice period impacting tasks and schedule
6. Consultant Voucher Information – Current Estimate Information and totals for the Prime and Sub-consultants (form from old voucher template)
7. Lump Sum Amount breakdown (if applicable)

APPENDIX E – CONSULTANT INFORMATION FORM – CURRENT ESTIMATE

CONSULTANT INFORMATION FORM – CURRENT ESTIMATE

Voucher Number:

Contract ID:

Consultant Name:

Purchase Order ID:

Voucher Date:

UPC Number:

Date of Agreement:

Project Number(s):

VDOT Contract Manager:

Prime and Sub-Consultants		Man-hours Used		Dollars Spent	
Firm Name	Vender ID	Current*	C-T-D**	Current*	C-T-D**
TOTALS					

DBE Participation (C-T-D**):

DBE Dollars Spent =

Percent of Total Dollars Spent =

NOTES: Dollar amounts include cents.
 Prime consultant's cost does not include subconsultant's costs.
 * Amount this voucher.
 ** Current Total to Date.

APPENDIX G – MILEAGE LOG - FIXED PROJECTS & MOBILE PROJECTS

VDOT Mileage Log for CEI Contracts on Fixed Location Projects

Employee Name: _____ Year, Make and Model: _____

VIN: _____

Date		VDOT Project Number	UPC	Activity	Destination	Business Purpose	Odometer	Project Miles
							Project Start	0
Notes:							Project End	
Date		VDOT Project Number	UPC	Activity	Destination	Business Purpose	Odometer	Project Miles
							Project Start	0
Notes:							Project End	
Date		VDOT Project Number	UPC	Activity	Destination	Business Purpose	Odometer	Project Miles
							Project Start	0
Notes:							Project End	
Date		VDOT Project Number	UPC	Activity	Destination	Business Purpose	Odometer	Project Miles
							Project Start	0
Notes:							Project End	
Date		VDOT Project Number	UPC	Activity	Destination	Business Purpose	Odometer	Project Miles
							Project Start	0
Notes:							Project End	

VDOT Mileage Log for CEI Contracts on Mobile Operation Projects

Employee Name:											
VIN:											
						Year, Make and Model:					

Date	VDOT Project Number	UPC	Activity	Destination/Business Purpose		Odometer		Project Miles
				Destination	Business Purpose	Orign Start	Project Start	
Notes:						Orign End	Project End	0
Date	VDOT Project Number	UPC	Activity	Destination/Business Purpose		Odometer		Project Miles
				Destination		Orign Start	Project Start	
Notes:				Business Purpose		Orign End	Project End	0
Date	VDOT Project Number	UPC	Activity	Destination/Business Purpose		Odometer		Project Miles
				Destination		Orign Start	Project Start	
Notes:				Business Purpose		Orign End	Project End	0
Date	VDOT Project Number	UPC	Activity	Destination/Business Purpose		Odometer		Project Miles
				Destination		Orign Start	Project Start	
Notes:				Business Purpose		Orign End	Project End	0
Date	VDOT Project Number	UPC	Activity	Destination/Business Purpose		Odometer		Project Miles
				Destination		Orign Start	Project Start	
Notes:				Business Purpose		Orign End	Project End	0



APPENDIX H – TASK ORDER MANAGER COMMITMENT LETTER

Contract ID No.: _____
Cardinal Purchase Order No.: _____
Contract Title: _____
Prime Consultant Firm: _____
Maximum Total Compensation: _____
Contract Execution Date: _____

The above professional services contract has been awarded and VDOT can begin use of this contract. You have been designated as a Task Order Manager for this contract; inherent in this role are the following responsibilities:

- Serves as the CIC point of contact for day to day coordination for the delivery of services and prepares the task order request form
- Reviewing, approving and negotiating of consultant task orders and invoices
- Verifying task order and invoice labor hours, classifications and staffing plan
- Assuring services are delivered in accordance with prevailing technical guidelines and contract price, terms and conditions
- Verifying funding sources are open and available for charges
- Approval of timesheets and invoiced charges
- Ensures that VDOT resources on loan to the Consultant are returned at the completion of services when there is no immediate reassignment
- Task order entry into Professional Services Contracts Reporting System (per district)
- Prompt reporting of delivery failures and/or performance concerns to the Contract Administrator
- Completing semi-annual evaluations of consultant performance (Rater)
- Assurance that the contract terms, conditions and maximum compensation are not extended, increased, decreased, or modified in any way without action through the Contract Administrator and Central Office Construction Division

I have received the above referenced contract records and understand my responsibility as a Task Order Manager.

Task Order Manager (Printed Name): _____

Task Order Manager Name (Signed Name): _____

APPENDIX I – TASK ORDER ROTATION TRACKING LOG EXAMPLE

Task Order Rotation Tracking Log

	Consultant*	Task Order No.	Description	Task Order Manager	Execution Date	Approx Completion Date	Tasked Amount	Paid Amount**	Comments	In PSCR*
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										
26										
27										
28										
29										
30										
31										
32										
33										
34										
35										
36										
37										
38										

APPENDIX J – ZERO DOLLAR VOUCHER EXAMPLE



Accounts Payable Voucher Transmittal

Federal
State

SUPPLIER ID (10 digits)		REMIT TO #		SUPPLIER NAME					
0000000000				ABC, LLC					
INVOICE NUMBER (12 character limit - no punctuation)				INVOICE DATE		INVOICE RECEIPT DATE			
CloseOut				7/3/2018		7/3/2018			
GOODS/SERVICES RECEIPT DATE		GROSS INVOICE AMOUNT		CUSTOMER ACCOUNT NUMBER (15 digits)			RESPONSIBLE DEPT.		
7/3/2018		-					10055		
PURCHASE ORDER				RECEIPT NUMBER		ROF, CONSULTANT FINAL VOUCHER			
0001111111						YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
VOUCHER COMMENTS / SPECIAL HANDLING INSTRUCTIONS (15 characters)					PAYMENT MESSAGE (22 characters)				
					Close Out Contract 40000				
Pay Terms:		Due Now <input type="checkbox"/>		Prompt Pay <input type="checkbox"/>		ROW ACQUISITION ID			
Line #	Account	SpeedType CSC or Project	Depart	Task	FIPS	Asset	AU1/AU2	Activity	PO / RT / Description
0.00	5012620	12000000	10055						Contract 40000
Page 1 Total		-							
Continuing Pages		-							
Grand Total		-							
Certification Statement for Preparer: (Optional, See Form Instructions) I certify that the related goods/services are appropriately documented as received, and that the invoiced amounts are correctly calculated. Prepared By Name: Prepared by Signature _____ Date 5/31/2019					Choose an Approval Option: Approval by Email <input type="checkbox"/> Approval on Invoice <input type="checkbox"/> Certification Statement for Approver: <input checked="" type="checkbox"/> I certify that this expenditure is necessary to conduct business on behalf of the Commonwealth; and that the invoiced amounts are appropriately charged. Approved by Name: Approved by Signature _____ Date _____				
VOUCHER ENTRY INFORMATION: (Optional, See Form Instructions) Voucher Number: Date Entered: Entered By:					FISCAL USE ONLY: (Optional, See Form Instructions) Final Approval By: Date:				

APPENDIX K – PSCRS JOB AID

Access PSCRS home page by navigating to: <http://pscrrs.cov.virginia.gov/default.aspx>

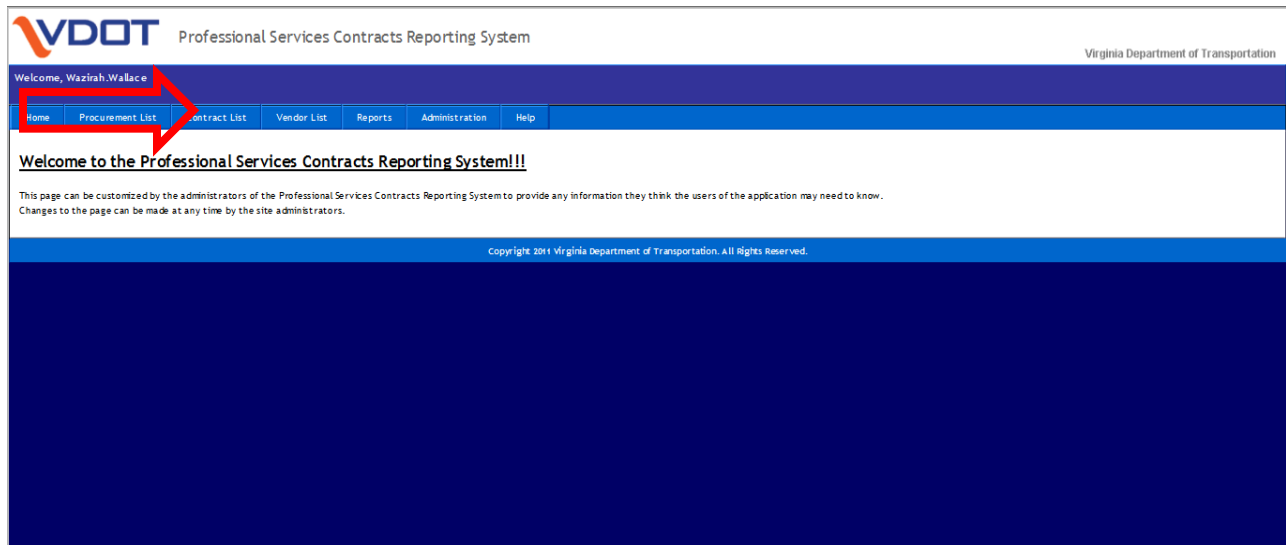


Figure 1 – PSCRS Home Page

Once on the homepage users should select the “Contract List” Module tab to access the database of professional service contracts.

VDOT Professional Services Contracts Reporting System Virginia Department of Transportation

Welcome, Wazirah.Wallace

Home Procurement List **Contract List** Vendor List Reports Administration Help

Contract List

District: [All Districts] v
 Division: [All Divisions] v
 Contract Type: [All Contract Types] v
 Project Status: Active v

Quick Search: Search Reset

(Contract Id, Description, UPC Code, Primary Vendor, Secondary Vendor)

District	Division	Contract Id	Description	Contract Type	UPC Code	Administrators	Primary Vendor	Secondary Vendor
Central Office	Structure & Bridge	5692	New Design - Region I - Bristol, Salem, Lynchburg	Term Contract (Current Term: 1)			TRC ENGINEERS INC	CLARK NEXSEN OWN BARBIERI GIBSON, Athavale, Lystad & Associates, Lumsden Associates, P.C.
Central Office	Structure & Bridge	29058	Bridge Safety Inspection Contract - Staunton District	Term Contract (Current Term: 3)		Jeff.Hetzer	VOLKERT INC	SCHWARTZ & ASSOCIATES, INC.
Central Office	Structure & Bridge	29080	Maintenance & Repair Term Contract - Region I (Bristol & Salem Districts)	Term Contract (Current Term: 3)			AECOM TECHNICAL SERVICES INC	Athavale, Lystad & Associates, PSI
Central Office	Structure & Bridge	29081	Maintenance Contract - Region II (Lynchburg, Culpeper & Staunton Districts)	Term Contract (Current Term: 3)		Matthew.Yakim	WHITMAN REQUARDT & ASSOCIATES	SCHWARTZ & ASSOCIATES, INC., RAJAN MAHIMA ASSOCIATES INC, NXL CONSTRUCTION SERVICES INC, Professional Services Industries, Inc.
			Maintenance & Repair Term Contract -	Term Contract				SCHWARTZ & ASSOCIATES, INC., NXL CONSTRUCTION

Figure 2 – Contract List Default Page

In the Contract List users may filter the contract list by District, Division, Contract Type and Project Status or Quick Search by entering key contract information (i.e. contract number, UPC or key words).

Contract Details			
Contract Status:	Active	Contract Id:	46737
District:	Central Office	Division:	Construction
Contract Type:	Term Contract	Contract Manager:	Wazirah Wallace
Agreement Date:	6/12/2018	Contract Amount:	\$2,000,000.00
Purchase Order #:	1179476	Contract Description:	Statewide Construction Project Closeout
Comments:	RFP CD-20180201 n.patel	Primary Vendor:	MCDONOUGH BOLYARD PECK INC.

Contract Type Specific Details Administrators Vendors Term Details Task Details Voucher Details Consultant Position			
General Details			
Region Type:	Statewide (S)	Current Term:	1
Term Expiration Date:	6/11/2020	Amount Per Term:	\$2,000,000.00
Task Order Amount For Current Term:	\$70,659.33	Contract Balance Under Current Term:	\$1,929,340.67
Task Order Amount (Cumulative):	\$70,659.33	Latest Task Order No:	
Total Available Capacity:	\$5,929,340.67	Overhead Rate:	\$0.00
Voucher Details			
Last Voucher No:	1	Last Voucher Date:	8/10/2018
Final Voucher?:	No		
SW AMOBE Details			
DBE Type:	Participation	SWAM Type:	
DBE Value (%):	10.00	SWAM Value (%):	0.00
DBE Goal:	\$7,065.93	SWAM Goal:	\$0.00
DBE Voucher Amount:	\$0.00	SWAM Voucher Amount:	\$0.00
DBE % Achieved:	0.00%	SWAM % Achieved:	0.00%

Figure 3 – Contract Details Screen

Once the contract the user intends to review is filtered or found by the quick search feature, the user should select the contract record by clicking the desired record. This will open the “Contract Details/Contract Type Specific Details” screen.

The Contract Details screen provides a summary of the critical contract information that is captured in the subsequent tabs. All tabs include:

- Contract Type Specific Details
- Administrators
- Vendors
- Term Details
- Voucher Details
- Consultant Positions

VDOT Professional Services Contracts Reporting System

Welcome, Wazirah.Wallace

Virginia Department of Transportation

Home Procurement List Contract List Vendor List Reports Administration Help

Contract Information

Contract Details

Contract Status:	Active	Contract Id:	46737
District:	Central Office	Division:	Construction
Contract Type:	Term Contract	Contract Manager:	Wazirah Wallace
Agreement Date:	6/12/2018	Contract Amount:	\$2,000,000.00
Purchase Order #:	1179476	Contract Description:	Statewide Construction Project Closeout
Comments:	RFP_CD-20180201 n.patel	Primary Vendor:	MCDONOUGH BOLYARD PECK INC.

Contract Type Specific Details Administrators Vendors Term Details Task Details Voucher Details Consultant Position

NT Logon

Wazirah.Wallace		
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Rows Per Page: 10

Add Administrator

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Figure 4 – Administrators Tab

The Administrators tab should be utilized by Contract Managers to identify Administrators of the specific contract. Administrators may include any person who performs official duties on behalf of the Department in relation to the management and administration of the consultant services.

Administrators should be added, deleted and/or revised by the Contract Manager as contract administration staff change.

VDOT Professional Services Contracts Reporting System Virginia Department of Transportation

Welcome, Wazirah Wallace

Home | Procurement List | Contract List | Vendor List | Reports | Administration | Help

Contract Information Record 4 of 4

Contract Details			
Contract Status:	Active	Contract Id:	46737
District:	Central Office	Division:	Construction
Contract Type:	Term Contract	Contract Manager:	Wazirah Wallace
Agreement Date:	6/12/2018	Contract Amount:	\$2,000,000.00
Purchase Order #:	1179476	Contract Description:	Statewide Construction Project Closeout
Comments:	RFP CD-20180201 n.patel	Primary Vendor:	MCDONOUGH BOLYARD PECK INC.

Contract Type Specific Details | Administrators | **Vendors** | Term Details | Task Details | Voucher Details | Consultant Position

Vendor	Is Prime?	Is SWAM?	Is DBE?		
CES CONSULTING, LLC	No	No	Yes		
GANNETT FLEMING INC	No	No	No		
Keville Enterprises	No	No	Yes		
MCDONOUGH BOLYARD PECK INC.	Yes	No	No		
Quinn Consulting Services, Inc.	No	No	Yes		
SEPI Engineering & Construction Inc	No	No	Yes		

Rows Per Page: 10

Figure 5 – Vendors Tab

The Vendors tab contains a list of the vendor/consultant team which have been awarded the contract. Upon execution of the contract the Vendors tab is populated by the Consultant Procurement Office identifying the selected firm(s), whether they are the prime or subconsultant, and identifying each firm’s SWaM and/or DBE Status. For accurate reporting it is essential that the correct vendor is selected and each vendor’s identifying information is accurate.

VDOT Professional Services Contracts Reporting System Virginia Department of Transportation

Welcome, Wazirah, Wallace

Home Procurement List Contract List Vendor List Reports Administration Help

Contract Information Record 4 of 4

Contract Details

Contract Status:	Active	Contract Id:	46737
District:	Central Office	Division:	Construction
Contract Type:	Term Contract	Contract Manager:	Wazirah Wallace
Agreement Date:	6/12/2018	Contract Amount:	\$2,000,000.00
Purchase Order #:	1179476	Contract Description:	Statewide Construction Project Closeout
Comments:	RFP CD-20180201 n.patel	Primary Vendor:	MCDONOUGH BOLYARD PECK INC.

Contract Type Specific Details Administrators Vendors **Term Details** Task Details Voucher Details Consultant Position

Term	Begin Date	Expiration Date	Task Amount	Task Hours
1	06/12/2018	06/11/2020	\$70,659.33	810

Add Term

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Figure 6 – Term Details Tab

The Term Details tab identifies the begin date, and expiration date of each contract term. As task orders are entered into PSCRS the system provides the cumulative task order value and hours for each given term. Upon execution of the contract, the Term Details tab is populated by the Consultant Procurement Office identifying the first term begin date and expiration date.

PSCRS Task Orders

Task Order Name	Description	Effective Date	Term	Project No	UPC Code	Total Amount	Total Hours
7-0001	RICH- On Call Guardrail	07/20/2018	1	9999-964-316	105330	\$23,259.00	270
7-0002	RICH-Latex Microsurfacing	07/20/2018	1	LM4R-020-F17	110749	\$3,230.00	36
7-0003	RICH-On Call Pavement Marking	07/20/2018	1	9999-964-332	105585	\$4,076.00	63
7-0004	RICH- Asphalt Resurface SB Rte 95	07/23/2018	1	PM43-074-F18	111072	\$6,018.00	75
7-0006	RICH-Washington Street Bridge Rehab	09/12/2018	1	U000-123-285	107151	\$6,165.00	67
7-0009	RICH-Add Left Turn Lane Rte 156 Prince George	09/13/2018	1	0156-074-762	104847	\$3,087.00	36
7-0011	RICH-Improve Intersection 645&144 Prince George	09/13/2018	1	0645-074-755	105131	\$3,892.00	44
8-0002	SA-Rte. 11 over Beckner Branch-Bridge replacement	09/18/2018	1	NFO0011-011-111, M501, B607	82226	\$9,377.33	97
H-0003	HR-Clean & Repaint Structural Steel (4 Bridges)	09/26/2018	1	(NFO) 0264-965-221, N501, B678-B681	108462	\$3,040.00	33
I-0001	BRIS-ADD AUX MERGE LANE I-77 AT I-81	09/28/2018	1	FO 077-098-754, CS01	103320	\$8,515.00	89

Figure 7 – Task Details Tab

The Term Details tab is utilized to capture the record of each task order that is executed under the consultant contract. Column headings may be selected for sorting and ordering the task orders. Each task order record must include the following:

- Task Order Name – The task order name/number serves as a unique identifier for each task order
- Description – Should be brief and may include a route, service provided, names and identifying task information
- Effective Date – Shall be the date the Notice to Proceed is executed/date the Department provide written approval for the consultant to begin work
- Term – Will be auto-populated
- Project No. – may include various project numbers
- UPC Code – may include various UPC's
- Total Amount – Will generate based on the total team dollar value entered
- Total Hours – Will generate based on the total team dollar value entered

The total term task order value reflected in PSCRS will be locked in at the time of a renewal. As task orders are entered into PSCRS, the system provides the cumulative task order value and hours to other tabs.

Entering a Task Order

Task Order Name	Description	Effective Date	Term	Project No	UPC Code	Total Amount	Total Hours		
7-0001	RICH- On Call Guardrail	07/20/2018	1	9999-964-316	105330	\$21,851.65	265		
7-0002	RICH-Latex Microsurfacing	07/20/2018	1	LM4R-020-F17	110749	\$2,869.48	31		
7-0003	RICH-On Call Pavement Marking	07/20/2018	1	9999-964-332	105585	\$3,146.86	53		
7-0004	RICH- Asphalt Resurface SB Rte 95	07/23/2018	1	PM43-074-F18	111072	\$3,879.33	75		
7-0006	RICH-Washington Street Bridge Rehab	09/12/2018	1	U000-123-285	107151	\$4,711.78	67		
7-0009	RICH-Add Left Turn Lane Rte 156 Prince George	09/13/2018	1	0156-074-762	104847	\$2,438.56	28		
7-0011	RICH-Improve Intersection 645&144 Prince George	09/13/2018	1	0645-074-755	105131	\$3,844.77	44		
8-0002	SA-Rte. 11 over Beckner Branch-Bridge replacement	09/18/2018	1	NFO0011-011-111, M501, B607	82226	\$9,377.33	97		
H-0003	HR-Clean & Repaint Structural Steel (4 Bridges)	09/26/2018	1	(NFO) 0264-965-221, N501, B678-B681	108462	\$3,040.00	33		
1-0001	BRIS-ADD AUX MERGE LANE I-77 AT I-81	09/28/2018	1	FO 077-098-754, C501	103320	\$8,515.00	89		

Rows Per Page: 10 | First | Previous | Page 1 of 5 | Next | Last

Add Task Order

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Figure 8 – Add Task Order

To add a new task order, users must select the “Add Task Order” button at the bottom left of the screen.

To revise a task order already in the system, users must select the pencil icon to the right of the task order they wish to revise. “ ”

To delete a task order already in the system, users must select the trashcan icon to the right of the task order they wish to delete. “ ”

District:	Central Office	Division:	Construction
Contract Type:	Term Contract	Contract Manager:	Wazirah Wallace
Agreement Date:	6/12/2018	Contract Amount:	\$2,000,000.00
Purchase Order #:	1179476	Contract Description:	Statewide Construction Project Closeout
Comments:	RFP CD-20180201 n.patel	Primary Vendor:	MCDONOUGH BOLYARD PECK INC.

Task Order Name	Description	Effective	Total Amount	Total Hours
7-0001	RICH- On Call Guardrail	07/20/18	\$23,259.00	270
7-0002	RICH-Latex Microsurfacing	07/20/18	\$3,230.00	36
7-0003	RICH-On Call Pavement Marking	07/20/18	\$4,076.00	63
7-0004	RICH- Asphalt Resurface SB Rte 95	07/23/18	\$6,018.00	75
7-0006	RICH-Washington Street Bridge Rehab	09/12/18	\$6,165.00	67
7-0009	RICH-Add Left Turn Lane Rte 156 Prince George	09/13/18	\$3,087.00	36
7-0011	RICH-Improve Intersection 6458/144 Prince George	09/13/18	\$3,892.00	44
8-0002	SA-Rte. 11 over Beckner Branch-Bridge replacement	09/18/18	\$9,377.33	97
H-0003	HR-Clean & Repaint Structural Steel (4 Bridges)	09/26/18	\$3,040.00	33
1-0001	BRIS-ADD AUX MERGE LANE I-77 AT I-81	09/28/2018	\$8,515.00	89

New Task Order

Task Order Name:

Description:

Effective Date:

Project No:

UPC Code:

Vendor Amounts/Hours CANNOT be added until the task has been created.

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Figure 9 – New Task Order

1. Enter the task order Name/Number
2. Enter the task order description
3. Enter the effective date of the Notice to Proceed
4. Enter the project number(s)
5. Enter the UPC code(s)
6. Select “Save”

Once the user has selected to save the entry the task order details just entered will populate on the following screen.

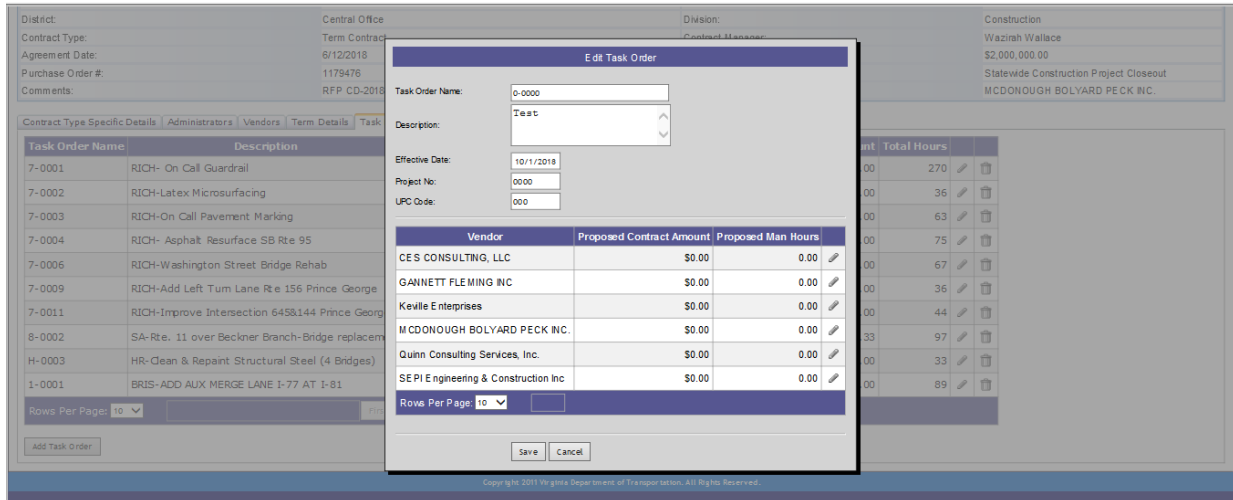


Figure 10 – Add Task Order Allocation

Users must review the executed task order documents and detail the allocation of proposed contract dollars/amount and hours to each prime and Subconsultant as identified in the task order and enter the amounts in this screen by selecting the pencil icon to the right of each consultant.

Table 1 – Allocation Example

		Proposed Amount	Contract Proposed Hours	Man
Entered:	Prime Consultant:	\$50,000	500	
	Subconsultant A:	\$25,000	250	
	Subconsultant B:	\$25,000	250	
Populated on Save	Total Task Order Value:	\$100,000	1,000	

District: Central Office Division: Construction
 Contract Type: Term Contract Contract Manager: Wazrah Wallace
 Agreement Date: 6/12/2018 Contract Amount: \$2,000,000.00
 Purchase Order #: 1179476 Statewide Construction Project Closeout
 Comments: RFP CD-20180201 n.patel MCDONOUGH BOLYARD PECK INC.

Contract Type Specific Details | Administrators | Vendors | Term Details | Task Details | Vouch

Task Order Name	Description	Effective Date	Total Amount	Total Hours
7-0001	RICH- On Call Guardrail	07/20/18	\$23,259.00	270
7-0002	RICH-Latex Microsurfacing	07/20/18	\$3,230.00	36
7-0003	RICH-On Call Pavement Marking	07/20/18	\$4,076.00	63
7-0004	RICH- Asphalt Resurface SB Rte 95	07/23/18	\$6,018.00	75
7-0006	RICH-Washington Street Bridge Rehab	09/12/18	\$6,165.00	67
7-0009	RICH-Add Left Turn Lane Rte 156 Prince George	09/13/18	\$3,087.00	36
7-0011	RICH-Improve Intersection 645&144 Prince George	09/13/18	\$3,892.00	44
8-0002	SA-Rte. 11 over Beckner Branch-Bridge replacement	09/18/18	\$9,377.33	97
H-0003	HR-Clean & Repaint Structural Steel (4 Bridges)	09/26/18	\$3,040.00	33
1-0001	BRIS-ADD AUX MERGE LANE I-77 AT I-81	09/28/18	\$8,515.00	89

Rows Per Page: 10 First Previous Add Task Order

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Edit Task Order

Task Order Name: 0-0000
 Description: Test
 Effective Date: 10/11/2018
 Project No: 0000
 LPC Code: 000

New Task/Vendor Order

Vendor: MCDONOUGH BOLYARD PECK INC.
 Contract Amount: 0
 Man Hours: 0

Save Cancel

Figure 11 – New Task/Vendor Order

1. Enter the contract/task order amount allocated for the selected consultant
2. Enter the man-hour total allocated for the selected consultant
3. Select “Save”

Contract Details									
Contract Status:	Active	Contract Id:	46737						
District:	Central Office	Division:	Construction						
Contract Type:	Term Contract	Contract Manager:	Wazirah Wallace						
Agreement Date:	6/12/2018	Contract Amount:	\$2,000,000.00						
Purchase Order #:	1179476	Contract Description:	Statewide Construction Project Closeout						
Comments:	RFP CD-20180201 n.patel	Primary Vendor:	MCDONOUGH BOLYARD PECK INC.						

Contract Type Specific Details Administrators Vendors Term Details Task Details Voucher Details Consultant Position									
Task Order Name	Description	Effective Date	Term	Project No	UPC Code	Total Amount	Total Hours		
7-0001	RICH- On Call Guardrail	07/20/2018	1	9999-964-316	105330	\$23,259.00	270		
7-0002	RICH-Latex Microsurfacing	07/20/2018	1	LM4R-020-F17	110749	\$3,230.00	36		
7-0003	RICH-On Call Pavement Marking	07/20/2018	1	9999-964-332	105585	\$4,076.00	63		
7-0004	RICH- Asphalt Resurface SB Rte 95	07/23/2018	1	PM43-074-F18	111072	\$6,018.00	75		
7-0006	RICH-Washington Street Bridge Rehab	09/12/2018	1	U000-123-285	107151	\$6,165.00	67		
7-0009	RICH-Add Left Turn Lane Rte 156 Prince George	09/13/2018	1	0156-074-762	104847	\$3,087.00	36		
7-0011	RICH-Improve Intersection 645&144 Prince George	09/13/2018	1	0645-074-755	105131	\$3,892.00	44		
8-0002	SA-Rte. 11 over Beckner Branch-Bridge replacement	09/18/2018	1	NFO0011-011-111, M501, B607	82226	\$9,377.33	97		
H-0003	HR-Clean & Repaint Structural Steel (4 Bridges)	09/26/2018	1	(NFO) 0264-965-221, NS01, B678-B681	108462	\$3,040.00	33		
1-0001	BRIS-ADD AUX MERGE LANE I-77 AT I-81	09/28/2018	1	FO 077-098-754, CS01	103320	\$8,515.00	89		
0-0000	Test	10/01/2018	1		0000	\$300.00	6		
H-0004	HR-Courtland Roadway Widening/Bridges	10/05/2018	1	(NFO) 6058-087-E11, B636, B637, CS01	17728	\$51,572.00	564		

Figure 12 – Task Details Tab 2

Once saved the user will be returned to the Add Task Order Allocation screen in Figure 10. Users will repeat the processes associated with Figure 10 and Figure 11 for each prime and subconsultant identified in the task order until all contract/task order dollars and hours are accounted for.

Once complete select “Save” to be returned to the Task Details tab.

On the Task Details tab confirm the total task amount and total hours are accurate.

PSCRS Voucher Details

Contract Information

Contract Details

Contract Status:	Active	Contract Id:	46737
District:	Central Office	Division:	Construction
Contract Type:	Term Contract	Contract Manager:	Wazrah Wallace
Agreement Date:	6/12/2018	Contract Amount:	\$2,000,000.00
Purchase Order #:	1179476	Contract Description:	Statewide Construction Project Closeout
Comments:	RFP CD-20180201 n.patel	Primary Vendor:	MCDONOUGH BOLYARD PECK INC.

Contract Type Specific Details | Administrators | Vendors | Term Details | Task Details | **Voucher Details** | Consultant Position

Voucher: [all Vouchers]
Vendor: [all Vendors]

Final Voucher:

Voucher No	Vendor	Is Prime?	SWAM	DBE	Voucher Date	Hours	Amount	Previous Hours	Previous Amount
1	MCDONOUGH BOLYARD PECK INC. (Cardinal ID: 25966)	Yes	No	No	08/10/2018	213.00	\$17,568.91	0.00	\$0.00
Subtotal Voucher 1						213.00	\$17,568.91		
Total (MCDONOUGH BOLYARD PECK INC.)						213.00	\$17,568.91		
Total						213.00	\$17,568.91		

Add Voucher | Export To Excel

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Figure 13 – Voucher Details Tab

The Voucher Details tab is utilized to capture the record of each voucher that is processed by the Department for the specific contract. Once a complete and accurate consultant invoice is received and approved for payment. The Contract Administrator must update the Voucher Details tab. Each voucher record must include the following:

- Voucher No. – The voucher number entry should reference the consultants invoice number and may include additional reference information beneficial to the Department
- Vendor, Prime, SWaM and DBE – This information is populated based on previously entered consultant details and is auto-populated
- Voucher Date – The date the complete and accurate and consultant invoice is received
- Hours – Total consultant hours per prime and subconsultant
- Amount – Total dollar value per consultant
- Previous Hours, Previous Amount – Is auto-populated from information previously entered in the system

As invoices are entered, the cumulative invoice value per prime and subconsultant is calculated at the bottom of all invoices.

The column headings may be selected for sorting and ordering the list by the column heading.

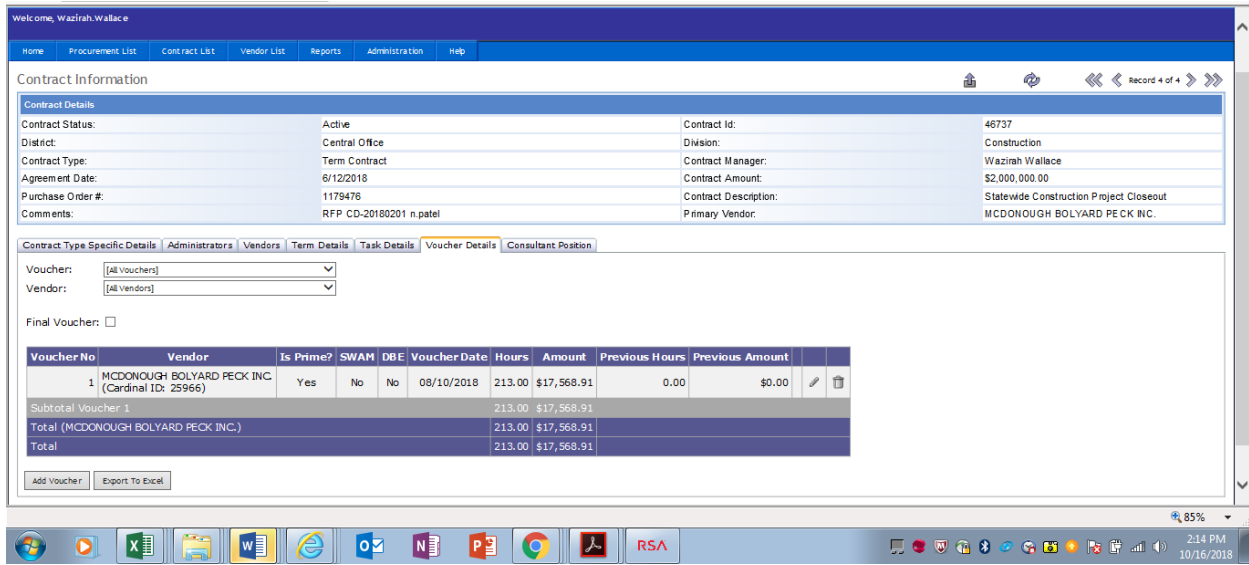




Figure 14 – Add Voucher Cont’d

To add a new voucher, users must select the “Add Voucher” button at the bottom left of the screen.

To revise a voucher already in the system, users must select the pencil icon to the right of the voucher entry they wish to revise. “  ”

To delete a voucher already in the system, users must select the trashcan icon to the right of the voucher entry they wish to delete. “  ”

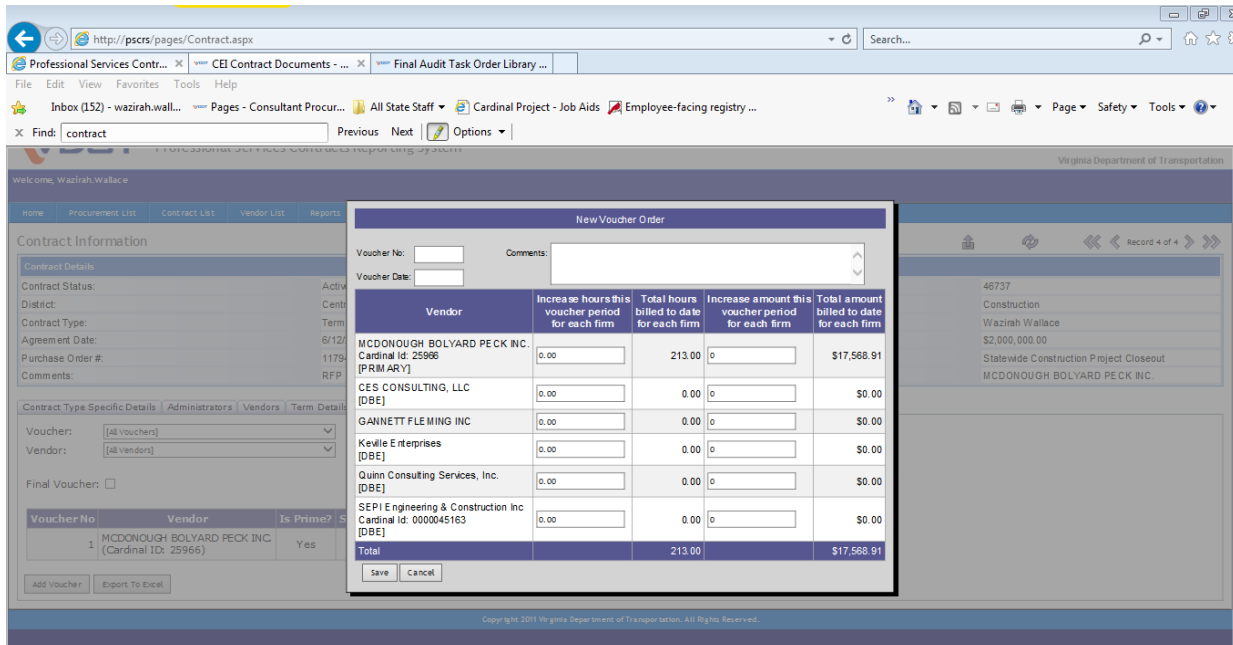


Figure 15 – Add Voucher Allocation Chart

Users must review the approved invoice documents and allocate the invoiced dollars/amount and hours to each prime and subconsultant as identified in the invoice.

Once the user has selected “Add Voucher”, the user should enter the following:

1. Enter the Voucher No.
2. Enter the Voucher Date
3. Enter Comments (optional)
4. Enter the total hours per consultant in “Increase hours this voucher period for each firm” field
5. Enter the total dollar amount per consultant in “Increase amount this voucher period for each firm” field
6. Select “Save”

Note: For reporting purposes, it is critical that all prime and subconsultant payments and hours are allocated separately and correctly.

The “Total hours billed to date for each firm” and “Total amount billed to date for each firm” fields will auto-populate based on previous voucher entries.

Home Procurement List Contract List Vendor List Reports Administration Help

Contract Information Record 4 of 4

Contract Details

Contract Status:	Active	Contract Id:	46737
District:	Central Office	Division:	Construction
Contract Type:	Term Contract	Contract Manager:	Wazirah Wallace
Agreement Date:	6/12/2018	Contract Amount:	\$2,000,000.00
Purchase Order #:	1179476	Contract Description:	Statewide Construction Project Closeout
Comments:	RFP CD-20180201 n.patel	Primary Vendor:	MCDONOUGH BOLYARD PECK INC.

Contract Type Specific Details Administrators Vendors Term Details Task Details Voucher Details Consultant Position

Voucher: [All Vouchers] Vendor: [All Vendors]

Final Voucher:

Voucher No	Vendor	Is Prime?	SWAM	DBE	Voucher Date	Hours	Amount	Previous Hours	Previous Amount
1	MCDONOUGH BOLYARD PECK INC. (Cardinal ID: 25966)	Yes	No	No	08/10/2018	213.00	\$17,568.91	0.00	\$0.00
Subtotal Voucher 1						213.00	\$17,568.91		
Total (MCDONOUGH BOLYARD PECK INC.)						213.00	\$17,568.91		
Total						213.00	\$17,568.91		

Add Voucher Export To Excel

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Figure 16 – Task Details Tab 2

Once the entry has been saved, the user will be returned to the Voucher Details Tab. On the Voucher Details tab, confirm the data entry for each consultant is correct and the voucher subtotal is accurate.

On the Voucher Details tab users have the option to export the Voucher Details to Excel, a pdf document and/or the printer by selecting the “Export to Excel” button at the bottom left of the screen.

APPENDIX L – TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, MONITORING

Title VI of the Civil Rights Act of 1964, as amended, is the federal law that protects individuals from discrimination on the basis of race, color and national origin. Specifically, 42 USC 2000d states that *“No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”* In addition to Title VI, there are other Nondiscrimination statutes that afford legal protection. These statutes include the following: Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 USC 324) (sex), Age Discrimination Act of 1975 (age), and Section 504 of the Rehabilitation Act of 1973/Americans with Disabilities Act of 1990 (disability). The United States Department of Transportation (USDOT) and Federal Highway Administration (FHWA) Regulations (49), Code of Federal Regulations (CFR), Part 21, and 23 CFR, Part 200 respectively, and other applicable orders and authorities provide guidelines, actions, and responsibilities to effectuate the provisions of Title VI of the Civil Rights Act of 1964.

By contracting with VDOT, a consultant is obligated to comply with the laws and regulations listed above. In turn, State Highway Agencies are required to conduct Title VI reviews of consultant contractors (23 CFR, 200.9).

To monitor consultant and subconsultant compliance with Title VI, VDOT utilizes a Title VI Evaluation form. Each Consultant and/or sub consultant is required to submit this form and the requirement is applicable to all VDOT consultants and subconsultants. The Title VI Evaluation Form provides documentation that a consultant has procedures in place to prevent discrimination in programs and services based on Title VI on VDOT Professional Service Agreements.

Once the Title VI Evaluation Form is provided to VDOT, the form is forwarded to the Civil Rights Division (CRD) for review. CRD will review the form and the supporting documents and will issue a pre-award approval letter within fifteen (15) days of receiving documentation, if no revisions needed. Revisions to the procedures and/or additional information may be requested prior to the approval. An on-site review may be requested to confirm information provided in the Assessment Form.

If the report is approved, a letter of approval will be issued to the Consultant or subconsultant with an expiration date for two years from the date of the approval letter. At the end of the first year from the approval date (year one) the firm will need to submit a Title VI Affidavit of No Change (AONC) to attest that no major changes have taken place within the organization. If no changes have occurred, the firm will not have to submit renewal information until the end of year two.

All consultants are required to have a current Title VI letter of approval on file in order to continue to perform under a contract with VDOT. Failure to comply with the nondiscrimination provisions may result in cessation of negotiations, withholding of payments, cancellation, termination, or suspension of the contract in whole or in part.

A Title VI Log Report that lists consultants and sub consultants with approved Title VI Evaluation Reports is published on InsideVDOT's Civil Rights Division website: <https://insidevdot.cov.virginia.gov/div/CR/Pages/Default.aspx>. The report is updated monthly with new approvals being added and expired consultant being removed. Contract Administrators are advised to access and consult the Title VI Log Report to ensure all prime and sub consultants in contracts within their purview remain in an approved status for Title VI.

APPENDIX M – CEI CONTRACT AUDIT CHECKLIST

PSCRS verification items

- Term Details – Verify term amounts are less than contract allowed maximum
- Task Details – Verify task effective dates are in the correct term. If an effective date is after the term 3 expiration date, the task total is not rolled up into the term detail amount and total contract amount
- Voucher details – Verify total vouchered amount is less than or equal to total tasked amount. If no recent invoices, verify final invoice has been received
- PSCRS voucher amount should match cardinal data
- Verify all invoices and hours for prime and sub consultants have been input correctly into PSCRS

Monthly Report & Invoice

- Verify task amounts match what has been input into PSCRS
- Verify task durations have not extended beyond their approximate end date
- Verify task amounts have not been billed over 100%
- Invoices should match PSCRS & Cardinal
- Invoices should be reviewed and input into Cardinal within 10 working days of receipt

Contract Administration

- Verify task order rotation is compliant with the procurement manual and 7.18.2018 email from Kerry Bates
- Verify task orders are modified for correct reasons and are not used to increase funds or change the scope.
- Verify task orders are using the proper rates (home/office & correct term) and personnel billed at the correct classifications
- Verify vehicle use is being billed per the Truck Memo and advanced agreement on file
- CPE performed for each prime and sub-consultant that have performed work during the review period. CPE's to be completed each January and June (at a minimum) per 7.2 of the Procurement Manual
- Final CPE to be completed within 60 days of completion of the work of the final term on the contract
- Verify Title VI letter and COI are current
- Review out of district support requests are compliant with CO guidelines
- Verify reclassifications since last review period are appropriate

APPENDIX N – SMALL PURCHASE PROCEDURES FOR GOODS AND SERVICES

Manual for the Procurement & Management of Professional Services

9.2 Small Purchase Procedures for Goods and Services Other Than Professional Services

When consultants make small purchases of goods and services other than professional services that are directly billable to the project and are not expected to exceed \$100,000, the consultant should comply with the following procedures:

1. Purchases made pursuant to these procedures do not require public bid openings or newspaper and eVA advertising
2. Small purchase procedures shall provide for competition wherever practicable
3. Single Quotation. (Up to \$5,000) Where the estimated cost of goods or nonprofessional services is \$5,000 or less, purchases shall be made upon the receipt of one (1) written or telephone (oral) quotation from at least one (1) DSBSD-certified micro business, if available. Additional sources may also be solicited. A record of the quotation shall be kept to document the name and address of the vendors contacted, the item description or service offered, price quoted, delivery dates and F.O.B. point, names of persons giving and receiving prices and the date the information was obtained. If more than one quote is solicited, the award will be made to the lowest responsive and responsible bidder
4. Unsealed Bidding. (Over \$5,000 to \$100,000) Solicit written bids or quotes for goods and nonprofessional services from \$5,000 to \$100,000. Solicit four (4) valid sources, including a minimum of four (4) DSBSD-certified micro businesses, if available, in writing or electronically. A record of the solicitation and responses shall be kept. If fewer than the required 9 - 4 number of sources are solicited, the reasons shall be documented. The award will be made to the lowest responsive and responsible bidder
5. Unsealed Proposals (Over \$5,000 to \$100,000) Solicit written offers for goods and nonprofessional services from \$5,000 to \$100,000 using an informal RFP. The solicitation should include a cover sheet, a general description of what is being sought, the factors and weights to be used in evaluation, any general terms and conditions including unique capabilities or qualifications that will be required. Solicit four (4) valid sources, including a minimum of two (2) DSBSD-certified micro businesses, if available, by mail, fax, or electronically. All responses must be received at the designated location by the date and hour stated in the solicitation. In lieu of an evaluation committee, the buyer or end user may solely evaluate and rank offers. Upon completion of the evaluation, negotiations shall be conducted with the offeror selected. A record of the solicitation, the responses, and the evaluations shall be kept.

If fewer than the required number of sources are solicited, the reasons shall be documented

When purchases of goods and services other than professional services are expected to exceed \$100,000, it's not considered a small purchase procurement. Competitive sealed bidding or competitive negotiation shall be used. Solicit from a minimum of six (6) valid sources, including a minimum of four (4) DSBSD-certified micro businesses, if available. Public advertisement is required.

See the DGS, DPS's *Agency Procurement and Surplus Property Manual*, Chapter 3 & 5, for additional information.

APPENDIX O – SAMPLE PROCUREMENT REQUEST EMAIL

- We would like to request the procurement of two \$5,000,000/term district wide CEI contracts. I have attached an excel file of our estimated capacity needs through the next four years showing project name, Ad Date, Projected Construction Start Date, and Projected Construction Value. The procurement requested value is based on the following historical values of CEI usage in our district: ***(These values should be district specific)*** Construction projects - 75/25 ratio Consultant/VDOT resources@ 13% contract value
- Maintenance Schedules - 90/10 ratio Consultant/VDOT resources@ 5% contract value
- Professional Service requests - Approximately 50% of regular construction projects @ 1% contract value
- Task order/renewal - one inspector @ current contract billable rate for hours noted below. Assumption would be a 90/10 ratio consultant/VDOT resources

Renewal/Task Order	hours/season	task service
Guardrail repair	1,000	1 inspector
Line Marking	800	1 inspector
Pipe Jacking	1,500	1 inspector
Bridge Prevent Maint.	1,500	1 inspector
Guardrail Upgrades	1,000	1 inspector

Based on our current service request needs, we will need the requested additional service capacity by the end of 2019 or first part of 2020. I have provided you with our service requests for our current active contracts for the remaining terms.

- Please see attached selection criteria for this procurement (All percentages can be modified with the exception of the workload category, which must remain at 10%)
- The selection committee is as follows:
- The following charge and activity codes should be used for procurement related charges:
- Our scope of services is as follows:
 - one (1) Construction Inspection Coordinator*
 - one (1) Construction Manager*
 - twenty (20) Inspectors during peak construction operations consisting of:
 - eleven (11) Construction Inspector Seniors*
 - eight (8) Construction Inspectors*
 - one (1) Construction Inspector Trainee

- Additional requirements include:
 - one (1) Responsible Charge Engineer*
 - one (1) Engineer
 - two (2) Scheduling Specialists,
 - one (1) Senior Scheduling Specialist*
 - two (2) NACE Coating Technicians II*
 - one (1) Environmental Permit Compliance Inspector*
 - one (1) Administrative Assistant
 - Engineering Support Staff

*Key Personnel

(The standard list of labor classifications and descriptions can be found on InsideVDOT using this [link](#))

- Our focus questions for the RFP are as follows:
 5. Response to RFP:
 - a. Provide information that indicates your team’s ability to accomplish the following: ***(The following should be District specific)***
 - i. Provide quality project records from field staff;
 - ii. Demonstrate your teams QA/QC efforts related to project records;
 - iii. Provide project schedule review services and impact analysis;
 - iv. Ensure proper resources to support the District’s program

Page Limit: X
 - b. Emphasize the Offeror’s qualifications for this project/in the following areas: ***(The following should be District specific)***
 - i. Project inspection, records management, and QA of project records;
 - ii. Constructability reviews and bidability reviews;
 - iii. Schedule analysis and impact analysis;
 - iv. Cost justifications/cost estimating

Page Limit: X
 - c. A project approach discussion is neither required nor desired for this project. **OR** A project approach discussion is required for this project ***(provide page limit if selecting the project approach option)***.
 - d. Additional pages may ***(or may not)*** be included in the EOI ***(provide page limit if allowing additional pages to be included in the EOI)***.
 - e. In-House Capacity to Provide Non-Professional Services

APPENDIX P – LUMP SUM TASK ORDERS

Lump Sum Task Orders

If allowed as a payment mechanism in the contract, a lump sum task order may be appropriate for Consultant CEI tasks that have a clearly-defined scope. The benefit of the lump sum task order is that it establishes a set price for project inspection costs that is mutually-agreed upon up front. This allows VDOT to better budget the cost for project inspection and gives the Consultant more authority to manage resources to effectively meet the agreed-upon task. When lump sum task orders are utilized, it is important to make sure that the quality of project inspection is not sacrificed. Expectations of the Consultant's roles, responsibilities, and work requirements must be clearly defined in the lump sum task order. Any assumptions (i.e. inclusions and/or exceptions) should be noted, including anything that is not included in the lump sum task order's scope of work. Once the lump sum task order is executed, VDOT can only require the Consultant to perform the defined-level of inspection.

Project or Assignment Identification

Candidate projects for Consultant CEI lump sum task orders are best-identified at the Pre-Advertisement Conference (PAC). At this time of project development, the project scope will be finalized, and the District should know whether they will be using VDOT or Consultant inspection services. Since lump sum task orders are a new concept for VDOT, at this time they should only be considered for projects or assignments that have a well-defined scope, short duration (one construction season or less), logical sequence of construction, and a simple maintenance of traffic plan. When lump sum task orders are utilized, all inspection personnel must be provided by the Consultant's team, clearly placing the responsibility for quality inspection on the prime Consultant (Prime).

Lump sum task orders are not appropriate for projects that have a mixture of inspection resources from VDOT and the Consultant, or a mixture of inspection resources from different Consultant teams. In addition, projects that will require complicated contractor means and methods, unusual contract requirements, or unspecified bid item quantities or other characteristics that bring a high level of uncertainty to the project delivery schedule are not well-suited for lump sum task orders.

Short duration assignments, such as the review of project records, constructability reviews, biddability reviews, or the development of Contract Time Duration Reports (CTDRs) are good examples of non-inspection work that can be completed by Consultants using a lump sum task order.

Consultant Coordination

Once a project or assignment is identified for a lump sum task order, the District should approach only one Prime and request that they identify the inspection resources on their team that are available to perform the associated work for the specified duration. The District should provide the Consultant with the latest copies of the contract/proposal (including Special Provisions), plans, and CTDR, so that the Consultant fully understands the intended scope of work and inspection requirements for the project. Performance-based inspection, requiring the Consultant to meet the minimum inspection requirements identified in various VDOT policies and procedures (such as the Inspection Manual, Construction Manual, Materials MOI, and Virginia Test Methods), is preferred; however, if it is anticipated that more inspectors will be required, the District should identify the number of inspectors desired throughout the project duration. Alternatively, the District can expand upon minimum requirements by setting expectations such as, “testing every load of concrete”, “always having an inspector on site in the field when the contractor is working”, “no work after final acceptance except for close-out tasks”, etc.

Identification of Inspection Resources

The Consultant should provide the VDOT Task Manager with resumes of personnel proposed to complete the task within 3 business days. The VDOT Task Manager will review the resumes and determine whether the qualifications, certifications, and experience of the proposed personnel will meet the Department’s needs for the assignment. If the proposed personnel meet the Department’s needs, the VDOT Task Manager will request the Consultant to provide a Project Construction Management Plan (PCMP) for the assignment. The PCMP will be reviewed, discussed and returned to the Consultant for any necessary adjustments. Once the PCMP is accepted, the Consultant will submit a fee proposal for review and approval. If at any time the proposed personnel are determined to not be acceptable, or the VDOT Task Manager finds that the PCMP or fee proposal cannot be agreed to with the Consultant, then the VDOT Task Manager has the opportunity to select a different Consultant and request that they identify the personnel, PCMP and fee proposal, etc. as with the previously-selected Consultant. This process will continue until a Consultant proposes personnel, PCMP, and fee that meet the needs of the Department. At no time, will the Department negotiate the same lump sum task order with more than one Consultant at one time.

Submittal of Project Construction Management Plan and Lump Sum Fee Proposal

The Consultant will submit a PCMP and lump sum fee proposal to the VDOT Task Manager based on the contract, plans, and CTDR previously provided. The lump sum fee proposal will identify the proposed Lead Inspector (by name), other personnel (by classifications), and the proposed manhours (by classification) per month for the duration of the assignment. The Lump Sum Fee Proposal will be calculated by multiplying the total number of hours for each classification by the associated fully-loaded billable rate for the corresponding classification that is identified in the rate table for the current year of the contract. It is understood that the fully-loaded rate considers the Consultant's base rate, overhead, escalation, and profit. Rates should be chosen based on the date the lump sum task order is executed, not based on the date(s) that the work will be performed. The Lump Sum Fee Proposal will also include direct costs, such as vehicles, estimated mileage at appropriate rates, mobile communication devices, etc.

Negotiation of the Lump Sum Fee Proposal

For project inspection assignments, the VDOT Task Manager will compare the Consultant's PCMP and Lump Sum Fee proposal to the CEI budget that was previously developed for the project. For an accurate comparison, the VDOT Task Manager must ensure the CEI budget is still appropriate, identifies all the consultant's non-salary direct costs, and only includes the minimum performance-based inspection requirements that will be identified in the task order. Close attention should be paid to the manhours budgeted for each CEI classification (i.e. Responsible Charge Engineer, Construction Manager, Senior Inspector, Inspection, Inspector Trainee, etc.). The VDOT Task Manager should discuss any significant differences (higher or lower than expected) with the Consultant. Once differences are resolved, then the VDOT Task Manager should determine whether the lump sum fee is within the project's budget for CEI costs. If it is, then the task order can be executed. On the contrary, if it is not within the project's budget for CEI, then the Task Manager may negotiate a lower fee with the Consultant based on a reduced number of hours/inspection requirements. If the VDOT Task Manager and the Consultant cannot agree on the lump sum fee, then VDOT and the Consultant can either execute a billed hourly rate task order for the assignment, or VDOT can select a different Consultant and request that they identify the personnel, PCMP and fee proposal, etc.

Administering the Lump Sum Task Order

Lump sum task orders establish a fee for personnel to perform CEI services based on the scope of work identified in the contract, plans, and CTDR. It is VDOT's expectation that these services be provided for the fee identified in the lump sum task order regardless of the time it takes the contractor to complete the project. The Consultant merely needing to work more hours than anticipated in the manpower plan to adequately provide inspection is not sufficient cause to increase lump sum fee.

If the contractor completes the work identified in the contract sooner than the contract completion date, the lump sum fee paid for inspection services will remain the same. If the contractor completes the work identified in the contract later than the contract completion date, then the only adjustment made to the value of the lump sum task order will be an addendum to pay the consultant an appropriate percentage of any liquidated damages that were assessed by VDOT. No value higher than the assessed liquidated damages will be considered.

If an approved change order significantly alters the scope of work or duration of the construction contract, then an addendum to the original lump sum fee task order may be considered to accommodate any additional or reduced inspection. The roles and responsibilities of the additional or reduced inspection must be clearly identified and justified in the addendum.

For project inspection, Consultants may bill VDOT monthly for work performed on lump sum task orders based on a percentage of work complete that is equivalent to the percentage of work that the construction Contractor has completed at that time on the project. For other assigned tasks, the Consultant may bill VDOT based on a percentage of work complete that is equivalent to the percentage of work that the Consultant has completed at that time on the task order. It is the responsibility of the Consultant Inspector Coordinator (CIC) to ensure quality inspection and performance throughout the assignment. Any concerns regarding inspection quality or performance will be immediately brought to the attention of the CIC. If the concerns are not addressed in a timely manner, then they will be noted in the Consultant Performance Evaluation (CPE). VDOT will not pay for inspection or performance that does not meet the minimum requirements identified in the task order. Appropriate reductions to the lump sum fee may be made if the VDOT Task Manager provides documentation that indicates the minimum requirements were not met.



APPENDIX Q – LIMITED SERVICES TERM CONTRACT RENEWAL CHECKLIST

Contract ID No.:	_____	_____
Cardinal Purchase Order No.:	_____	_____
Contract Title:	_____	_____
Prime Consultant Firm:	_____	_____
Maximum Total Compensation:	_____	_____
Contract Execution Date:	_____	_____

Limited Services Term Contract Renewal Checklist

- _____ CPO-2 Form <https://insidevdot.cov.virginia.gov/div/CPO/5ZAC7/SitePages/Home.aspx>
- _____ Signed Consultant Renewal Acceptance Letter
- _____ Narrative for upcoming workload
- _____ A minimum of two consultant performance evaluations from the current term (if available)
- _____ Current DBE/SWaM utilization percentages. (If the consultant fails to meet the goal, the district should document the consultant's efforts to date and encourage DBE/SWaM usage)
- _____ Task Order Assignment Tracking Log
- _____ Verification of vehicle reimbursement method from the prime and all sub-consultants (for contracts advertised prior to December 2017)
- _____ Certification that PSCRS is current and accurate for data entry of task orders and invoices
- _____ Proposed rate table for the upcoming term. Contract Administrators shall verify the rate tables for accuracy. Escalation Rate Memo
<http://www.virginiadot.org/business/gmpms.asp>

Contract Administrators should reference Chapter 5 of the Contract Administration Manual for Construction Engineering and Inspection Services for additional guidance regarding limited services term contract renewals.

APPENDIX R – CONFIDENTIALITY CERTIFICATION

Contract Name:
Contract No.
Confidentiality Agreement for Embedded Consultant Employee

CONFIDENTIALITY CERTIFICATION

Professional Services Contract for _____

Contract ID Number: _____

I, _____, an employee of _____, in the course of providing services under the subject Contract between VDOT and _____ may have access to sensitive information VDOT has prepared, or will prepare, or causes to be prepared, certain studies, assessments, reports or other records.

I acknowledge and agree that any records and/or information available to me while providing services under the subject contract, by virtue of working on a VDOT project or being co-located with VDOT, irrespective of the period of co-location, is to be considered confidential and proprietary; VDOT is the owner and custodian of this information. Furthermore, I agree to hold the same in confidence and will not use or disclose it other than for the purposes of providing services to VDOT under the subject Contract.

Unless - ordered by a court of competent jurisdiction or demanded by the Virginia Attorney General's Office, or otherwise required by law, I will not divulge any confidential information to any entity or person outside of VDOT, including but not limited to the media or any member of the public without the prior permission of VDOT. Confidential information exchanges may have to be conducted as necessary and appropriate between the project team and VDOT to perform assigned tasks under the subject Contract; provided that I will only communicate such information with individuals who have similarly executed a Confidentiality Agreement with VDOT in this same or substantially similar form, or who are similarly obligated to VDOT under other similar confidentiality agreements. I understand that a list of the signatories to this type of agreement will be maintained by VDOT. If contacted by any member of the public or the media with a request for Confidential Information, I will promptly forward such requests to VDOT. I will also maintain security and control over all documents containing any confidential information in my custody or control.

Furthermore, I understand that in the event of any unauthorized disclosure of such confidential information, VDOT reserves the right to take any necessary actions including but not limited to terminating any relevant consultant contract, and precluding the firm I represent and myself from working on any existing and/or future contracts with VDOT.

Signed: _____

Date: _____

Printed Name: _____

Title: _____

Authorized Representative of the firm: _____

Virginia Department of Transportation

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