

CONSULTING SERVICES MANUAL

a guide for the administration of professional services contracts



Preface

This Guide has been prepared to satisfy several objectives vital to the task of coordinating a project with the use of contracted services.

The first objective is to orient County staff, consultants and cooperating agencies to the basic procedures and fundamental concepts that are necessary to coordinate a transportation capital improvement project with specific concerns applicable to the Riverside County Transportation Department, hereinafter referred to as RCTD.

A second objective is to create a single manual that will be a handy desk reference and source of information and electronic form templates to allow a more effective implementation of consulting services.

An original version of this guide was written in 1999 and at that time RCTD used consulting services sparingly. An increase in funding for large-scale projects has created a greater need for consulting services and a corresponding need for an update to this manual. At the time of the writing of the original manual, RCTD

used local funding almost exclusively for consulting services and the manual was prepared accordingly. This version will conform to updated procedures derived from requirements mandated by federal or state agencies. A rising need for consulting services and a corresponding need for funding has resulted in increased efforts to fund consulting services using federal and state funds. This manual is consequently being updated with references to federal and state regulations and procedures necessary to obtain and expend these funds.

The content and procedures provided in this guide are developed with a primary focus on the administration of “Professional Engineering Services”, however, the general principles and basic process is relevant and applicable to many other professional services contracts.

This documentation along with the sample documents and forms have been prepared with the intent to be distributed electronically. The electronic versions are intended to be available on the RCTD computer network as well as the World Wide Web at...

www.rctlma.org/trans/engineering-services/consulting-manual

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Introduction

RCTD has a dynamic multi-year capital improvement program, which inherently contains workload peaks and valleys. Staffing limitations and other constraints add pressure to RCTD’s ability to deliver quality projects on time and within budget. Increasingly, RCTD is building bigger and more complex projects requiring specific expertise in many disciplines some of which RCTD does not have. In an effort to deliver the programmed work in accordance with RCTD’s Board of Supervisors approved capital improvement programmed referred to as the “Transportation Improvement Program” or “TIP”, RCTD retains professional consultants to augment its capabilities during peak workloads or other critical periods and/or to provide specialized expertise where needed.

While there is no one “correct” format to follow in the administration of professional services contracts, there are certain elements that are time-tested as essential for proper project management. The following pages represent guidelines that have been developed from many years of administration experience and effort performed by a variety of governmental agencies. It is an

underlying principle that every step of the consultant selection and management process is predicated on the goal of producing a quality product for the public. There are costs involved. It may cost more money and time to design and review. However, these expenditures in turn can prevent errors and omissions, thus saving unexpected costs. These guidelines are expected to serve as a useful tool in obtaining and managing consultant services in a proper and consistent manner in order to satisfy the goal of a quality product.

There are many mandatory procedural requirements involved in the use of consultant services that are dictated by a variety of sources including legislation, government codes, revenue sources, Board of Supervisor policies and other influences. However, many of the procedures and processes described in this manual are recommended based on past experiences and not simply because they are mandatory. It is inherent that everyone involved exercises good judgment in the implementation of the processes and procedures identified in this manual.



Contracts

Types

RCTD employs several types of contracts to supplement staffing and deliver projects. These include Project-specific, Multi-phase, On-Call, Purchase Order and Emergency contracts. RCTD primarily uses Project-specific and On-Call contracts for consulting services. Purchase Orders are used infrequently and generally if one of the other formats is not practical. Emergency contracts are only used in cases of emergency and are almost exclusively used for contractor or public works construction services. Multi-phase contracts have not historically been used much but RCTD has started using them more frequently as a result of the increasing contract budgets (multi-million \$) and substantially long project delivery times (10+ years). A brief synopsis of each of these contract types is provided below.

Project -specific

Project-specific contracts are intended for the performance of a defined scope of work related to a specific project or projects. Project-specific contracts generally are used by RCTD to provide services that cover a significant portion

of the project development process including full service design and environmental efforts necessary to prepare plan, specifications and estimate packages and to obtain environmental clearance. They are also used to provide Construction Management Services necessary to manage the construction and construction engineering of complex construction projects.

For these types of contracts a single consultant may provide all services or may function as prime consultant managing the work of several sub consultants under contract to the prime. Having a single consultant perform the full suite of project development services or manage a team with sub-consultants that perform the services, simplifies the processing, coordination and responsibilities for the work.

At RCTD, Project-specific contract services are frequently obtained in two categories for design: roads (general civil road design) and bridges (structures). This provides a good match between the general expertise of the available consultants and the requirements of RCTD's projects.

The process of solicitation used by RCTD is a qualification based selection and may be for the purpose of obtaining a consultant for a single project or for the development of a prequalified list used for multiple projects (locally funded projects only).

Multi-phased

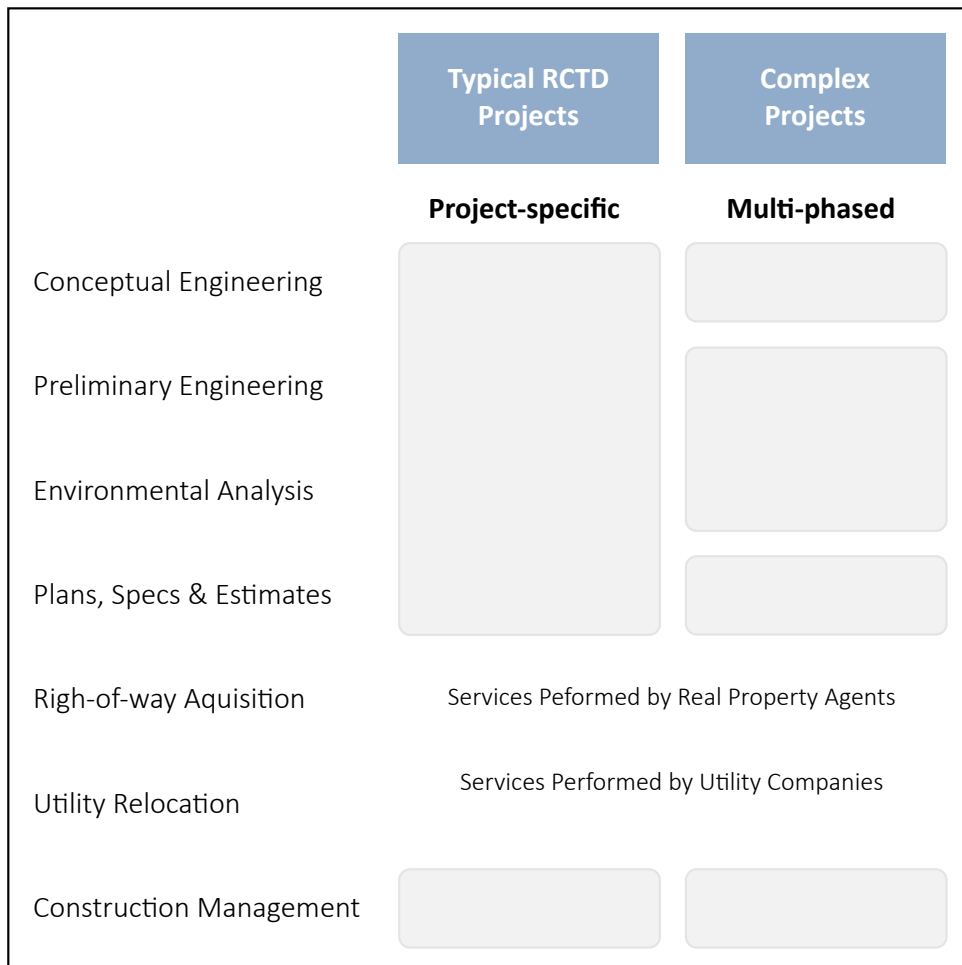
Multi-phased contracts are Project-specific contracts where the defined scope of work is divided into phases that are negotiated and executed individually as the project progresses. Consultant procurement for these contracts is consistent with the Project-specific contracts with the exception that the scope is divided and authorized by phase.

As previously noted, RCTD is working on increasingly complex and costly projects with corresponding longer delivery times. RCTD has experienced some difficulties with long-term Project-specific contracts that are at least partially

resolved by the use of Multi-phase contracts. Some of the benefits that Multi-phased contracts provide are...

- Significant changes in service needs in later phases of a project required as a result of changes identified in the early stages can be easily addressed when negotiating subsequent phases.
- Staffing turnover occurring on projects with long durations can be addressed when each phase is negotiated.
- Staffing salary increases can be more accurately accounted for on projects with long durations.
- Fewer unanticipated contract amendments are needed because the scope and budget are based on more defined scopes of work and for shorter periods of time.

Segmenting Consulting Work



On-call

On-call services are used to supplement RCTD staffing levels and provide specialized services for small and/or unanticipated work assignments. Two primary goals of On-call services are to simplify the hiring process and provide improved responsiveness to department needs and commitments. These goals are in part accomplished by performing one selection process rather than one for each task. The services provided under these contracts are typically much smaller in scope and cost than services performed under the Project-specific and Multi-phased contracts. These contracts are often used for specific single function tasks such as preparing an environmental technical report or performing a traffic study. RCTD currently uses On-call consultants to provide a variety of services including: survey, roadway design, traffic design, developmental plan check, signal design, construction inspection, material testing, and environmental studies. Separate solicitations are performed for each specialty.

Consultants for these types of contracts are also obtained through a qualification based selection process and multiple consultants may be retained through a single solicitation. Consultants enter into multi-year contracts (generally 3 to 5 years) with an established maximum annual budget. These contracts are approved and executed by the County Board of Supervisors. Individual Work Assignments are negotiated with the consultant and are documented with a scope, budget and schedule package that is approved by the Consultant and RCTD.

On-call contracts are not recommended for use when the services to be provided are funded in-whole or in-part using federal or state funds. The lengthy process required under the federal and state guidelines is generally incompatible with RCTD's goal of improving responsiveness and simplifying the process. It is also very difficult to comply with recently established DBE requirements given the indefinite nature of On-call services. Procedures for using On-call services contracts for services paid with federal or state funds are not a part of this manual. Staff wanting to use On-call contracts with federal or

state funds will need to refer to Chapter 10 of Caltrans' Local Assistance Procedures Manual (LAPM) for guidance on how to do so.

Purchase Order

The County Board of Supervisors has delegated certain authority to the County Purchasing Department for the purpose of purchasing goods and services. The Purchasing Department can for example, contract out services without Board involvement or approval for services that cost up to \$100,000 if they follow formal bidding procedures. The Purchasing Department can also authorize contracts up to \$25,000 without formal bidding procedures (sole source). The Purchasing Department contracts out these services by use of formal purchase order procedures that they have developed.

RCTD has a variety of purchasing needs that are satisfied through the use of purchase orders. RCTD has used purchase orders for the purpose of obtaining consulting services, however, it is infrequently done for the following reasons.

- Purchase orders are processed by the Purchasing Department and not RCTD. RCTD therefore does not have control over the process and is subject to the workload levels, staffing limitations and multiple departmental priorities of the Purchasing Department.
- The procedures as established by the Purchasing Department may not account for the various processing requirements inherent in a RCTD funded project.
- RCTD services contract budgets generally exceed the authority limits of the Purchasing Department and therefore need to be approved by the Board of Supervisors. This negates the benefits of potentially faster processing times that may be possible when processing through Purchasing.

In recognition of these and other needs, there are currently two staffing positions funded within the County's Transportation and Land Management Agency that are in part to facilitate the processing of purchase orders for RCTD.

See *TLMA Purchasing Staff* in Chapter 2 (Roles & Responsibilities) for additional details regarding the duties and authority of the two purchasing positions.

Emergency

In cases of Emergency, RCTD has authority to perform work and services without following procedures typically required that would delay the performance of the work. The Board of Supervisors has delegated certain authority to the Director of Transportation to approve the work and the cost of the work may be reimbursed from federal or state funds if the emergency and work performed meet certain requirements. Emergency contracts are used most often to perform public works construction activities, which is not covered as part of this manual.

On January 11, 2011, the Board of Supervisors adopted Resolution No 2011-015 that in part delegated to the Director of Transportation the authority to execute contracts for material purchase or both work and material for the repair, maintenance or safeguarding of County highways and transportation facilities, without advertising for bids, when in the judgment of the Director of Transportation the public interest and necessity demand immediate action to safeguard life, health or property pursuant to Public Contract Code §20395. In no case shall the expenditure upon any Director approved contract exceed the sum of \$500,000.

The Federal Highway Trust Fund provides an Emergency Relief (ER) Program for the repair or reconstruction of federal-aid highways that have suffered serious damage as a result of natural disaster or catastrophic failures from an external cause. This program helps pay for unusually heavy expenses resulting from extraordinary conditions.

The Federal Highways Administration classifies a repair as an eligible emergency repair if it is performed during and immediately following a disaster and if one of the following three criteria is met:

- The purpose of the repair is to restore essential traffic; this includes proper maintenance of traffic during emergency operations.
- The purpose of the repair is to minimize the extent of damage.
- The purpose of the repair is to protect remaining facilities.

Three basic characteristics must be met for a site to be potentially eligible for the ER program:

- The event has been a federally declared event,
- The site is within the right-of-way of a Federal-aid highway facility, and
- The site meets a minimum threshold amount of \$5,000.

Methods for Payment

There are several methods that can be use to make payments to consultants including, Actual Cost-Plus-Fixed Fee, Cost Per Unit of Work, Specific Rates of Compensation, Lump Sum, Time and Material, Incentive based contracts and others. The County has not set any limitations on the methods for payment of consulting services, however, the State Department of Transportation (Caltrans) currently allows four methods for reimbursement. The four methods allowed by Caltrans are:

- Actual Cost-Plus-Fixed Fee
- Cost Per Unit of Work
- Specific Rates of Compensation
- Lump Sum

RCTD has historically used Actual Cost-Plus-Fixed Fee and Specific Rates of Compensation methods for A&E consulting services. Actual Cost-Plus-Fixed Fee is the typical method of payment used for Project-specific contracts and Multi-phased contracts with the exception of Construction Management Services that typically employ Specific Rates of Compensation as the method of payment. Specific Rates of Compensation are also used as the method of payment for On-call services. Procedures for using Cost Per Unit of Work or Lump Sum methods of payment are not a part of this manual. Staff wanting to use either of these methods of payment will need to refer to Chapter 10 of Caltrans' LAPM for guidance on how to do so.

RCTD's implementation of Actual Cost-Plus-Fixed Fee and Specific Rates of Compensation are generally described below.

ACTUAL COST-PLUS-FIXED FEE

The consultant is reimbursed for actual costs incurred and receives an additional predetermined amount as a fixed fee (profit). Federal regulations require that profit be separately negotiated from contract costs and that the fixed fee is not adjustable during the life of the contract. The fixed fee dollar amount must be clearly stated in the contract. This method of payment is appropriate when the extent, scope, complexity, character, or duration of work cannot be precisely predicted. Fixed fees apply to the total direct and indirect costs. The contract shall specify a reasonable maximum length of contract period and a maximum total contract dollar amount. The contract cost proposal must identify all key employees and/or classifications to be billed. New key employees and/or classifications must be approved before they incur work on the contract or the costs can be questioned or disallowed.

SPECIFIED RATES OF COMPENSATION

The consultant is paid at an agreed and supported specific fixed hourly rate for each class of employee engaged directly in the work. Such rates of pay include the consultant's estimated costs and net fee (profit). Federal regulations require that profit be separately negotiated from contract costs. The specific rates of compensation, except for an individual acting as a sole proprietor, are to include an hourly breakdown, direct salary costs, fringe benefits, indirect costs, and net fee. Other direct costs may be included, such as travel and equipment rentals, if not already captured in the indirect cost rate.

This method is recommended for specialized or support type services, such as construction engineering and inspection, where the consultant is not in direct control of the number of hours worked or if monitoring of consultant's level of effort and staffing is required. This method also simplifies the administration of progress payments and is appropriate for the smaller tasks that are authorized under On-call services.

A graphic illustration featuring a pyramid of stylized human figures in business attire. At the top is one figure, the middle row has two, and the bottom row has five. The figures are light gray with blue ties and briefcases. The title 'Roles & Responsibilities' is centered over the middle of the pyramid in a blue serif font.

Roles & Responsibilities

Contract Administrator

The County Contract Administrator, typically named in the consultant agreement, will be responsible for the quality of contract products or services, and should be involved throughout the development of the contract provisions. The contract administrator must be qualified to ensure the work pursued is complete, accurate and consistent with the terms and conditions of the contract. The contract administrator's duties may include:

- Coordinating with the Division Manager in the evaluation and determination for the need to use consulting services.
- Providing direction to ensure the consultant selection process is completed in accordance with RCTD and other relevant policies and regulations.
- Analyzing of the selected consultant's cost proposal and negotiating the fee and terms of the contract.
- Preparing appropriate documents and forms necessary to obtain the Board of Supervisors approval of the contract and all amendments.

- Serving as the successful consultant’s primary contact person.
- Monitoring the consultant’s progress and providing direction.
- Approving the consultant’s progress payments. Ensure only eligible design or construction engineering expenses are claimed for reimbursement.
- Managing coordination between the consultant and other agencies and functional groups within RCTD.
- Disseminating contract deliverables to functional groups with the technical expertise and responsibility to review and approve each deliverable.
- Ensuring that contracted projects are completed according to the prescribed technical standards, on schedule, within budget and in accordance with RCTD and other relevant policies and regulations.

Division Managers

RCTD’s organization is structured with specific functions and expertise separated into groups called Divisions. RCTD’s various Divisions provide technical and expert knowledge vital to the project development process. This expertise includes in part the following functions:

- Environmental
- Traffic Engineering
- Survey
- Highway Operations
- Construction Management

It is the Contract Administrator’s responsibility to coordinate with, seek feedback and obtain approvals from each functional group, as needed during the performance of the contract services.

Division Managers are responsible for managing staff levels in their respective divisions and are the authority for approving the use of specific consulting services within their group. Division Managers work with their staff to evaluate

and determine the need to supplement staffing with consulting services. With the exception of On-call services, staff working under the Division Manager will typically be assigned the position of Contract Administrator and will coordinate the hiring and administration of the services with the Division Manager. The Division Manager assumes the position of Contract Administrator for On-call services contracts and manages the use of On-call services by staff.

Directors Office

The Directors Office is the final Department authority for approval of all RCTD contracts and is responsible for decisions related to protests resulting from any Professional Consulting Services hiring process.

The hiring of consultants is a very public process with solicitations being advertised in local newspapers or on the Transportation Department website. Consulting firms often contact the Directors Office as a part of their public relation activities. It is not unusual for inquiries to come through the Directors Office. It is therefore important for the Director's office to be informed regarding impending or active solicitations.

Project Development Contracts Group

The Project Development Contracts Group is primarily responsible for processing the public bidding of RCTD improvement projects.

The manager of the Contracts Group is typically assigned the responsibility for performing the duty of Liaison Officer for coordinating Disadvantaged Business Enterprise (DBE) requirements with Caltrans. As part of receiving federal financial assistance, each local agency is required to designate a DBE Liaison Officer who has a responsible position in the organization and direct access to the head of the agency.

Funding Programs Group

The Funding Programs Group is responsible for preparation of RCTD's capital improvement programming document referred to as the "Transportation Improvement Program" or "TIP". The Funding Programs Group also provides support for many other funding related activities including:

- Identify potential project funding;
- Prepare and submit various funding documents;
- Assist with procedural requirements to satisfy funding mandates. Benefits/outcomes information will be obtained and a Supplemental Final Delivery Report (SFDR) will be submitted listing the pre and post comparable benefits/outcomes. To ensure proper record keeping, documentation supporting project benefits/outcomes reported in the Final Delivery Report (FDR) will be retained for a period of three (3) years from state payment of final voucher, or a four (4) year period from the date of final payment under the contract, whichever is longer pursuant to Section 19.2 of the Local Assistance Procedures Manual (LAPM);
- QA/QC project activities related to funding and expenses such as contracts and invoicing approval. Staff will ensure a clear understanding of grant requirements and deliverables for grant funded projects and purchases as well as verify approved consultant rates and review the descriptions of invoices to ensure claimed expenditures are supported and project related.

TLMA

The County of Riverside Transportation & Land Management Agency (TLMA) is the umbrella agency for six county departments of which RCTD is one. The six departments are the Planning Department, Building & Safety Department, Code Enforcement Department, Environmental Programs Department, Administrative Services Department and the Transportation Department.

TLMA Administrative Services

The Administrative Services Department of the Transportation and Land Management Agency provides fiscal services, including administration of accounts receivable and accounts payable. Specifically, TLMA Administrative Services processes RCTD consultant services invoices and bills appropriate funding agencies for reimbursement. TLMA Administrative Services staff provides certain quality control checks as part of the payment processing service.

TLMA Purchasing Staff

TLMA holds two positions that support the processing of purchase orders. The two positions are Agency Buyer and the Procurement Contract Specialists.

Purchase orders issued by the Agency Buyer and the Procurement Contract Specialist are processed in accordance with Riverside County procedures.

The specific procedures for obtaining services through a purchase order are generally determined based on the cost of the purchase as outlined below.

Agency Buyer

Amount	Standard	Sole Source
< \$1,000	Quotes not req'd & Agency Approval	Agency Approval
< \$25,000	Informal Quotes & Agency Approval	Purchasing Approval

Procurement Contract Specialist

Amount	Standard	Sole Source
< \$100,000	Formal Bid & Agency Approval	Board Approval
> \$100,000	Formal Bid & Board Approval	Board Approval

Board of Supervisors

The Board of Supervisors is the governing body of the County. The Board enacts ordinances and resolutions, adopts the annual budget, approves contracts and appropriates funds.

County Counsel

The Office of County Counsel is a full-service law office that handles civil matters for the County of Riverside. The office provides RCTD with advisory and litigation support.

Purchasing Department

The County Board of Supervisors has delegated certain authority to the County Purchasing Department for the purpose of purchasing goods and services. In addition, the Purchasing Department, through the County Contract Compliance Officer manages the Women/Minority/Disabled Veteran program established by County Board Policy B-17. The Purchasing Department is responsible for:

- Providing assistance and guidance to other Departments in regards to policy.
- Providing outreach services and assistance to M/W/DVBE firms.



Legislative & Agency Requirements

Road improvement projects managed by RCTD vary in cost ranging from a few hundred thousand dollars up to several hundred million. Funding these projects often involves a complex combination of federal, state and local funds. Currently, RCTD has identified over 300 funding programs that have provided or can potential provide funding for transportation related projects. Many of these fund sources require strict processing requirements and often dictate the process and procedures a project must follow. Projects may also encroach into a neighboring agencies jurisdiction. Encroachment generally prompts the need for an agreement between the agencies that may also dictate process and procedural requirements. Beyond the funding and cooperating agency requirements, there are also various laws and regulations at the federal, state and local levels that must be complied with.

It was noted in the Preface that this manual is provided as a guide to be implemented with some judgment. As discussed above, there are potentially many mandatory requirements involved in using consultants that must be

complied with. This chapter attempts to highlight some of the common requirements and references that RCTD project management must consider when using consultants.

Experience has shown RCTD that projects funded with federal funds and to a lesser extent with state funds, have different processing requirements than projects with local funding. Federal and state funds introduce several additional requirements. However, all projects with a federal nexus have fairly consistent requirements. The same can be said for state or locally funded projects. Because the process resulting from the of level of government funding (federal, state or local involvement) is so different for each level of funding, the regulations and requirements outlined in this chapter are therefore segmented into these same main categories of federal, state and local requirements.

Federal Regulations and References

Consultant services funded in whole, or in part, with federal-aid highway program funds are required to be procured and administered in accordance with the requirements of the *Code of Federal Regulations for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Common Grant Rule (49 CFR 18))*. In addition, contracts for engineering and design related services which utilize federal-aid highway program funds and are directly related to an ultimate construction project must also comply with the requirements established in *United States Code for Letting of Contracts (23 USC 112)* and the *Code of Federal Regulations for Administration of Engineering and Design Related Service Contracts (23 CFR 172)*. Contract cost principles and procedures that are to be used on Federally funded projects including consulting services contracts are defined in the *Code of Federal Regulations (48 CFR 31)*. The provisions of the **Brooks Act (40 USC 1104)** require local agencies to award federally funded engineering and design related contracts on the basis of fair and open competitive negotiations, demonstrated competence, and professional qualifications (23 CFR 172), at a fair and reasonable price (48 CFR 31). Many additional Federal laws and

regulations apply to the procurement and administration of engineering and design related services. Several relevant references are listed below.

CODE OF FEDERAL REGULATIONS

- Conflict of Interest ([23 CFR 1.33](#))
- Procurement, Management, and Administration of Engineering and Design Related Service Contracts ([23 CFR 172](#))
- Public Contracts and Property Management ([41 CFR](#))
- Contracting by Negotiation ([48 CFR 15](#))
- Types of Contracts ([48 CFR 16](#))
- Contract Cost Principles and Procedures ([48 CFR 31](#))
- Cost Accounting Standards ([48 CFR, Chapter 99](#))
- Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government ([49 CFR 18](#))
- Standards for Financial Management Systems ([49 CFR 18.20](#))
- Nondiscrimination in Federally-Assisted Programs of the Department of Transportation ([49 CFR 21](#))
- Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs ([49 CFR 26](#))

UNITED STATES CODES

- Letting of Contracts ([23 USC 112](#))
- Selection of Architects & Engineers – Brooks Act ([40 USC 11](#))
- Public Contracts ([41 USC](#))

UNITED STATES GOVERNMENT ACCOUNTABILITY OFFICE

- Government Auditing Standards ([GAS Yellow Book](#))

WHITE HOUSE – OFFICE OF MANAGEMENT AND BUDGET

- Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations ([OMB Circular A-110](#))

As the federal laws and regulations governing these services are substantively complex, there are several websites that provide the statutory and regulatory framework, policies, and supporting guidance and resources. Links to a few of these key websites are provided below.

- Federal Highways Administration
www.fhwa.dot.gov/programadmin/consultant.cfm
- Electronic Code of Federal Regulations
www.ecfr.gov
- U.S. Government Printing Office
www.gpo.gov/fdsys/search/home.action
- White House Office of Management and Budget
www.whitehouse.gov/omb

Note: *The Federal Highway Administration has the authority and responsibility for implementing and monitoring federal laws, regulations and executive orders. On October 14, 2010 the Federal Highways Administration (FHWA) and the California Department of Transportation (Caltrans) signed a Joint Stewardship and Oversight Agreement. Of significance in this agreement is the delegation of FHWA authority to Caltrans for certain reviews and approvals of most Federally administered projects. Caltrans' has sought and accepted the maximum degree of authority available to act as a steward of federal-aid highway projects. Caltrans, by accepting the additional responsibilities on projects for which authority has been delegated, must assure that the exempt projects are developed and administered to meet federally required procedures and standards. As a result, local agencies such as RCTD must coordinate reviews and approvals of federalized projects through Caltrans rather than FHWA.*

State Regulations and References

Caltrans Local Assistance

Caltrans' Local Assistance Program, made up of the Division of Local Assistance in Headquarters and 12 District Local Assistance Offices, assists local and regional agencies by ensuring specific program requirements are met, project applications are processed, and projects are delivered in accordance with federal and state requirements. In an effort to facilitate compliance with federal laws and requirements, Caltrans has prepared several procedural manuals and guidelines. The two primary documents developed by Caltrans

Local Assistance in support of local agencies are the Local Assistance Procedures Manuals and the Local Assistance Program Guidelines. Caltrans issues revisions to these documents and new requirements through documents they call Local Programs Procedures and Division of Local Assistance Office Bulletins. These documents are available on Caltrans' website at the following web address.

www.dot.ca.gov/hq/LocalPrograms/index.htm

Caltrans' Policies and Procedures Manuals

- Local Assistance Procedures Manual ([LAPM](#))
- Consultant Selection - LAPM Chapter 10 (<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch10.pdf>)
- Local Assistance Program Guidelines ([LAPG](#))

New Procedures & Updates

- Local Programs Procedures ([LPPs](#))
- Division of Local Assistance Office Bulletins ([DLA-OBs](#))

These manuals simplify federal and state requirements into a manageable set of procedures and directives for local and regional agencies to follow.

As RCTD has shifted to an increase in use of federal funds, a corresponding increase in consultant procurement and management activities that are required to follow Caltrans' procedures and directives has followed. At this time, the majority of the funds spent on consultants providing supporting services to RCTD are spent on contracts that must follow Caltrans' procedures.

There are inherent benefits to implementing consistent procedures and processes. The procedures and processes outlined in this manual are therefore being updated to be generally consistent with Caltrans guidance. Caltrans procedures are however, not always the most efficient or proper way to manage County projects. There are certain requirements related to the use of federal and state funds that are not required when expending local funds. In

some cases the Federal requirements may not even be consistent with State Laws or County Policies. The procedures and processes outlined in this manual are therefore not always consistent with Caltrans.

For example, Caltrans has certain financial auditing requirements that a local agency must complete prior to contracting with a consultant. This can be time consuming and potentially unnecessary, particularly if the County has recently worked with the same consulting firm under a prior contract. Another example is that the Caltrans procedures impose certain Disadvantage Business Enterprise (DBE) requirements that are not required if local funds are used to procure the consultant services. In fact, imposing DBE requirements when using local funds would be contrary to state law. In November of 1996 the California voters approved Proposition 209 which amended the California Constitution to prohibit public institutions from discriminating on the basis of race, sex or ethnicity. The law provides an exemption that excludes actions, which must be taken to establish or maintain eligibility for any federal program, where ineligibility would result in a loss of federal funds to the state. This exclusion permits Caltrans procedures to impose DBE requirements on federally funded services but does not allow DBE requirements to be imposed if local funds are used exclusively.

The California State Government provides authority for local agencies to contract services. Some relevant sections of the constitution and government codes are provided for reference.

California Constitution

www.leginfo.ca.gov/const.html

California Constitution Article 1 • Declaration of Rights • Section 31.

(Proposition 209) The State shall not discriminate against, or grant preferential treatment to, any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting.

California Constitution Article 22 • Architectural And Engineering Services • Section 1

The State of California and all other governmental entities, including, but not limited to, cities, counties, cities and counties, school districts and other special districts, local and regional agencies and joint power agencies, shall be allowed to contract with qualified private entities for architectural and engineering services for all public works of improvement. The choice and authority to contract shall extend to all phases of project development including permitting and environmental studies, rights-of-way services, design phase services and construction phase services.

California Codes

www.leginfo.ca.gov/cgi-bin/calawquery?codesection=gov
leginfo.legislature.ca.gov/faces/codes.xhtml

Section 4525-4529.5 Title 1, Division 5. Chapter 10 of the Government Code

(Little Brooks Act) The provisions of the federal *Brooks Act*, as noted above, requires local agencies to award federally-funded engineering and design contracts on the basis of fair and open competitive negotiations, demonstrated competence and professional qualifications. Many states have imposed similar requirements that are commonly referred to as “The Little Brooks Act” or “Mini-Brooks”. California is one of the states that has implemented a similar law through *Government Code, Chapter 10, Sections 4525 through 4529.5* which also requires selection of architectural, engineering, environmental, land surveying, or construction project management services consultants on the basis of demonstrated competence and professional qualifications. Local agencies may not use cost solely as a basis for selecting such consultants regardless of whether federal funds are involved or not. Contracts must be negotiated in order of the most qualified firms at prices determined to be fair and reasonable to the local agency. Consultants, other than architectural, engineering, environmental, land surveying, or construction project management services, can and should be selected using cost as one of the primary selection criteria.

Section 4529.10-4529.20 Title 1, Division 5. Chapter 10.1 of the Government Code

(Proposition 35) This voter-initiated act specifically permits state and local governments to contract with private companies for architectural and engineering services. It defines such services as architectural, landscape architectural, environmental, engineering, land surveying and construction management. It overrides constitutional restrictions to allow state, local contracting with private entities for engineering and architectural services in all phases of public works projects; exempts such services from constitutional requirement to use civil service workforce.

Section 14130-14136 Title 2, Division 3. Part 5. Chapter 2. Article 2.5 provides that...

The State Department of Transportation (Caltrans) "...is authorized to contract for the services of engineers, architects, surveyors, planners, environmental specialists, and materials testing specialists, in order to provide professional and technical project development services to the department whenever the department is inadequately staffed to satisfactorily carry out its program of project study reports, project development, surveying, and construction inspection in a timely and effective manner. It is the further intent of the Legislature to permit, through cooperative agreements with the department, local public agencies to undertake that program of activities on state highway projects for which they are a funding source..."

Section 31000 Title 3, Division 4. Part 1 provides that...

"The board of supervisors may contract for special services on behalf of the following public entities: the county, any county officer or department, or any district or court in the county. Such contracts shall be with persons specially trained, experienced, expert and competent to perform the special services. The special services shall consist of services, advice, education or training for such public entities or the employees thereof. The special services shall be in financial, economic, accounting (including the preparation and issuance of payroll checks or warrants), engineering, legal, medical, therapeutic, administrative, architectural, airport or building security matters, laundry services or linen services. They may include maintenance or custodial matters if

the board finds that the site is remote from available county employee resources and that the county's economic interests are served by such a contract rather than by paying additional travel and subsistence expenses to existing county employees. The board may pay from any available funds such compensation as it deems proper for these special services. The board of supervisors may, by ordinance, direct the purchasing agent to enter into contracts authorized by this section within the monetary limit specified in Section 25502.5 of the Government Code. “

Section 53060 Title 5, Division 2. Part 1. Chapter 1. Article 4 provides that...

“The legislative body of any public or municipal corporation or district may contract with and employ any persons for the furnishing to the corporation or district special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required...”

Local Regulations and References

The County Board and various agencies and departments operating under the Boards authority have implemented policies directly related to or having impact on procurement and administration of consulting services. Some of the relevant policies are described below.

Board Policies

POLICY-A18 • PROCEDURES FOR CONTRACTING FOR PROFESSIONAL OR PERSONAL SERVICES

Guidelines and procedures for Department heads contemplating the procurement of professional or personal services by contract.

POLICY-A43 • COUNTY RECORDS MANAGEMENT AND ARCHIVES POLICY

The purpose and intent of this policy to establish a uniform program of responsible recordkeeping applicable to all county departments in accordance with applicable law .

POLICY-A69 • BEST PRACTICES IN CONTRACT MANAGEMENT

Best Practices in Contract Management is a guiding principle for the management of all countywide contracts to achieve five essential goals:

- Achieve the highest quality project ;
- Deliver the project within budget limitations and schedule;
- Control scope changes and accountability;
- Maintain communication and concurrence with all stakeholders;
- Create a transparent and accountable process for project delivery.

This policy requires departments to implement certain contract administration processes and post contract reviews.

POLICY-B17 • DISABLED VETERAN AND LOCAL BUSINESS ENTERPRISES

On March 8, 1994, the Board of Supervisors adopted a Minority, Women and Disabled Veteran Business Enterprise Program Policy "B-17" with the intent to promote the active participation of Minorities, Women and Disabled Veterans. As a result of passage of Proposition 209 in the state of California, Policy "B-17" was amended by the Board on December 16, 1996. The revised policy implements a race-neutral and gender neutral program. Efforts of data collection both statistical and anecdotal will continue in support of a future disparity study.

POLICY-B22 • CAPITAL IMPROVEMENT PROGRAM

The Capital Improvement Program (CIP) is a method for providing the Board of Supervisors with a comprehensive document containing immediate and long term capital needs with their financing and budget requirements.

POLICY-H07 • SELECTION OF ARCHITECTURAL, ENGINEERING AND REAL ESTATE RELATED SERVICES

This policy provides specific guidance in selecting contracted Professional Facilities Services within cost and time constraints, to foster innovations in construction, provide economic opportunity for Riverside County firms, solicit expertise outside the County where it is advantageous to the County's interest, and award public contracts at fair and reasonable prices.

TLMA Policies

TLMA POLICY: PUR 001 • PROCUREMENT AND PAYMENT AUTHORIZATION FOR GOODS & SERVICES.

Defines authorities and responsibilities for procurement and authorization of payment for goods and services, other than road construction contracts.

TLMA POLICY: AGY 009 • SIGNATURES ON CONTRACT DOCUMENTS.

Establishes written guidelines for the signing of contracts and/or agreements.

Regulations and References “Updating Policy” for this Manual

The regulations and references related to and required for consultant procurement and administration as identified in this manual will change over time. At the time this manual update was initiated Caltrans had issued several revisions through LLP’s and DLA-OB’s that directly relate to consultant procurement and administration as outlined in Caltrans’ LAPM Chapter 10. During the writing of this update, Caltrans’ issued another update (LLP 15-01) that substantially modifies the LAPM Chapter 10 consultant procurement and administration requirements. It would not be practical nor is it the intent of this manual to provide updates to the identified references as they become available. Contract Administrators will need to be aware of the references and obtain relevant updates for their projects. In particular, Contract Administrators should verify they have the most current Local Assistant Manuals and documents as provided by Caltrans. It is also recommended that Contract Administrators keep copies of the current Caltrans’ documents in their project files for potential State audits that may be performed many years into the future when the requirements might have changed.



P rivate consulting firms providing architectural, landscape architectural, engineering, environmental, land surveying, construction engineering, or construction project management services, with respect to a construction project, are termed “Architectural and Engineering (A&E) Consultants. Professional A&E consultants are retained by RCTD to augment its capabilities during peak workloads or other critical periods and/or to provide specialized expertise where needed.

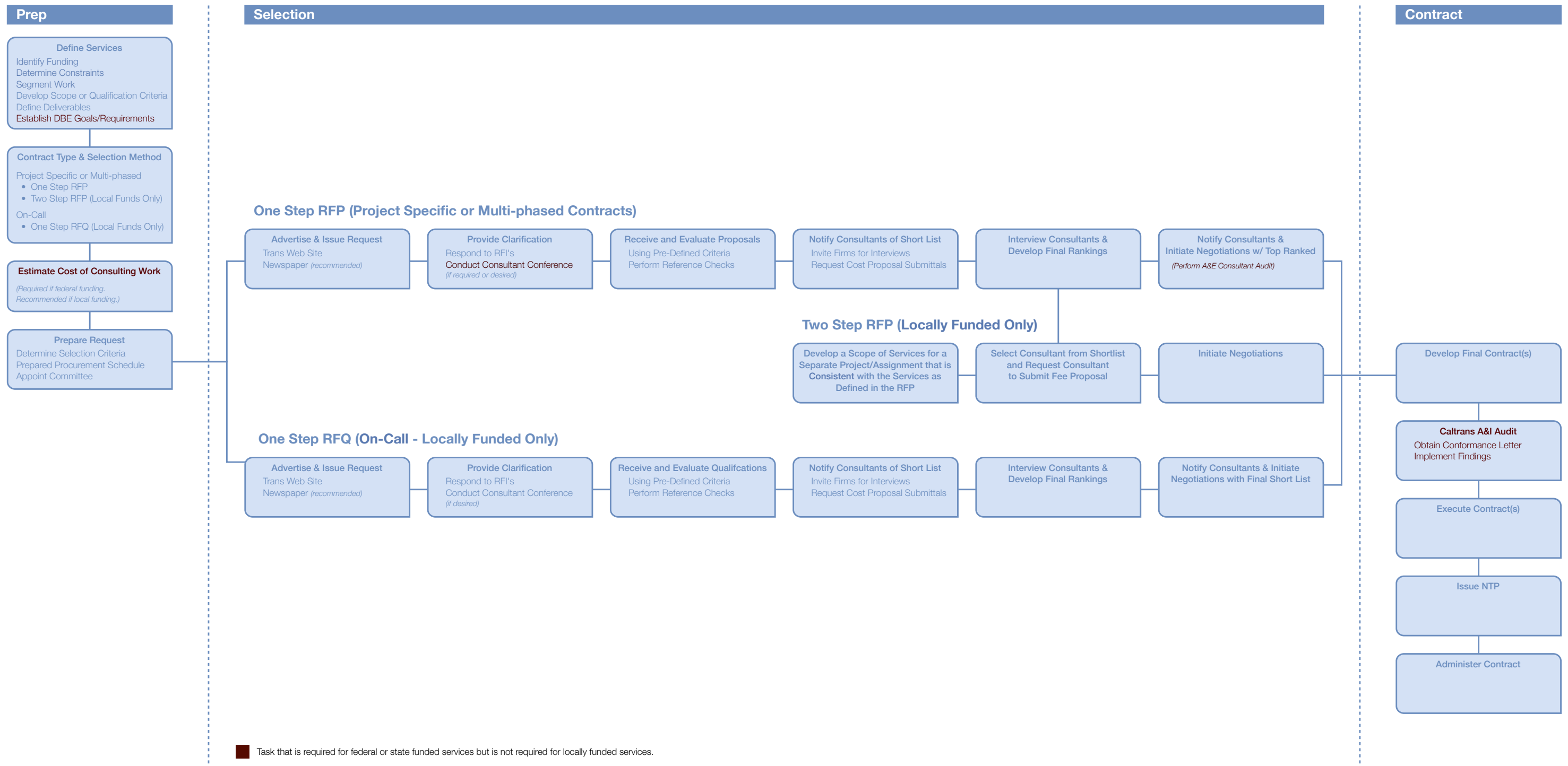
Historically, RCTD professional services have been obtained by selecting consultants on the basis of professional conduct, qualifications, and performance consistent with the Federal Brooks Act and the California Little Brooks Act. The procedures employed by RCTD for the selection of professional services as outlined in this manual are intended to emphasize those factors, which demonstrate an ability to provide high quality professional services in compliance with these federal and state legislative requirements.

Local agencies requesting federal or state funds to reimburse A&E Consultants must follow the selection and contracting procedures detailed in Chapter 10 of Caltrans' LAPM. In the interest of consistency and to assure proper management of consulting services and expenditure of public funds, it is a goal of this manual that the procedures employed by RCTD for A&E consultants services that are reimbursed with local funds generally follow the same process as services funded with federal or state funds where feasible and practical to do so. The resulting process as outlined in this manual for locally funded projects is substantially consistent with federal and state procedures with exceptions as noted.

Process Flow Chart

A flow chart depicting the RCTD process for consultant selection is provided below.

Riverside County Transportation Consultant Selection Flowchart



Prepping for the Hiring Process

All consulting contracts will have an assigned Contract Administrator. The Contract Administrator is responsible for managing the consulting selection process, for administering the consulting services consistent with the terms of the contract and for ensuring the quality of consultant contract products or services. For Project-specific and Multi-phased contracts the Contract Administrator is typically the County Project Manager. For On-call contracts the Contract Administrator is typically the Division Manager. On federal-aid contracts, the Contract Administrator must be a full time employee and familiar with the work to be contracted out and the standards to be used. The process of obtaining an A&E consultant to provide services for Project-specific and Multi-phased contracts is usually initiated through consultation between the County Project Manager and the Division Manager. Proceeding with any solicitation effort requires approval of the Division Manager. Once the use of consulting services is approved, the Contract Administrator is tasked with preparing the documents needed for the selection process.

Define the Services

Identify the Available Funding

Developing a single consistent set of procedures is a goal of this manual; however, this couldn't be accomplished in every circumstance. One item that significantly defines the procedures that must be followed in obtaining and managing consulting services is the funding. The requirements for funding provided by federal, state or local funding can be substantially different. In most cases, federal and state funding involve requirements that are more complex than requirements for local funding. The procedures for local funding have therefore been implemented to be consistent with federal and state requirements unless implementation of the federal and state procedures are not allowed under local rules or it has been determined they would be overly burdensome and are not required. Because the procedures can be dependent on the funding type the Contract Administrator should verify the funding as a

first item of work. Sufficient funding to pay for the consulting services will need to be identified and available prior to execution of a contract.

Determine the Constraints

The primary constraints that effect RCTD projects are funding and deadlines. The funding availability often has a direct impact on the scope of the project. If the available funding is inadequate to deliver the project either additional funding will need to be identified or the scope will need to be adjusted. Deadlines often have a direct impact on the decision to use consulting services. If inadequate RCTD staff resources are available to perform the work in the time allowed it may necessitate the need for outside resources. Both these factors can also impact the quality of the end product, however, it is the Contract Administrator's responsibility to assure the end product meets relevant quality standards. Identifying constraints during the initial stage can avoid the need to make adjustments down the line.

Segment the Work

Consultant services are most effective when consultant work is segmented appropriately. The extent of segmenting depends upon the type and complexity of the work. It may be important to combine differing types of work when they are interdependent. For example, preliminary engineering tasks are typically performed in conjunction with environmental analysis. Combining interdependent work items may also be wise in order to simplify the identification of accountable parties for a completed product and to minimize administration by RCTD staff. On the other hand, it may be better to segment the work if the work is significant in size and if the available pool of consultants to select from is improved. See the discussion in Chapter 1 regarding multi-phased contracts for additional feedback on the benefits of segmenting work.

Subcontracted Services

The Prime Consultant is responsible for the work required under the agreement in a manner acceptable to RCTD, including the work performed by sub-consultants. The Prime Consultant's organization and all associated consultants or sub-consultants must be identified at the time of the proposal. If the Prime

Consultant wishes to use a firm not specified in the proposal, written approval must be obtained from RCTD. The subcontract shall contain all required provisions of the prime contract.

Define the Scope of Work

The scope of work, which the contract must include, is a detailed description of the products or services the consultant will provide. From a detailed scope of work, consultants responding to a project advertisement can determine personnel and time requirements, and can develop a technical proposal and person-hour estimate for the contract. Over the years, various personnel within RCTD have developed and used a variety of scope of work documents for use with consulting services. The scope of work must obviously be consistent with the services provided. RCTD often uses similar types of consulting services on many different projects. For example, RCTD does not currently have staff available to perform structural engineering services and as a consequence, whenever a bridge design is required, consulting services are used. It follows that developing a library of scope of services documents would facilitate the development of Request for Qualifications (RFQs), Request for Proposals (RFPs) and contract documents. A variety of scope of services documents used on previous RCTD projects is therefore provided in Appendix E (Scope of Services Samples).

Specify the Products to be Delivered

The Contract Administrator should identify a list of the products or services which the consultant is required to deliver, and a time schedule of when they must be delivered. These will vary depending upon the type of projects and the phase of project development being addressed. The document for listing deliverables can be prepared in a variety of formats, however, each listing should at a minimum describe the deliverable item, identify the phase or milestone of which that deliverable will be submitted and who is responsible for the preparation. The deliverables listing should be included in the scope of services and is a very useful tool in helping both parties of the agreement to

understand what is specifically expected and can also facilitate the Contract Administrator when evaluating the progress of the consultant.

Establish DBE Goals/Requirements

Caltrans has established new DBE goals and requirements. These requirements are under review and are being incorporated into County procedures. The process as specifically implemented by RCTD is under review and will be incorporated at a future date.

Determine the Contract Type and Selection Method

As shown on the Process Flow Chart presented at the beginning of this chapter, one of three processes is used by RCTD in selecting a consultant.

- One Step RFP (Project-specific or Multi-phased Contracts)
- Two Step RFP (Project-specific Contracts)
- One Step RFQ (On-call Contracts)

The method used will depend upon the scope of work, the services required, the project's complexity, and the time available for consultant selection.

One Step RFP (Project-specific or Multi-phased Contracts)

The One Step RFP method is used most often for obtaining full service design and environmental consulting services. The process followed in this method is consistent with federal and state requirements and is typically used when the services are fully or partially funded using federal or state funding.

In this method, consultants submit at the same time, a technical proposal and statement of qualifications. Proposals by all consultants are evaluated based on criteria outlined in the request for submittals. The Consultant Selection Committee ranks qualified consultants and develops a shortlist of consultants that will be offered an invitation to be interviewed. The selection committee conducts interviews with the shortlist of top ranked firms and develops a final ranking based on the interviews. Negotiations are then initiated with the top ranked firm and if successful a contract is executed with that firm.

Two Step RFP (Project-specific or Multi-phased Contracts)

The Two Step RFP method follows the same process as the One Step RFP except that when the final shortlist is determined following the consultant interviews the shortlist is used as a prequalified list for obtaining consulting services to provide similar services on other projects. When issuing an RFP, the intent to use the shortlist as a prequalified list must be noted in the RFP. The RFP should also include the duration for which the prequalified list will be valid (should be 5 years or less). The RFP will typically identify a list of projects that are intending to use consulting services from the prequalified list. The prequalified list can be used for services on projects that are not listed in the RFP but the work performed must be consistent with the type of services identified in the RFP. The RFP will highlight at least one project that the responding consultants will specifically propose on and negotiations to provide services for the highlighted project will be initiated with the top ranked firm following establishment of the final shortlist. Each additional project/contract processed under the Two Step RFP method will be approved and executed by the County Board of Supervisors.

The Two Step RFP process is intended for use with local funding only.

One Step RFQ (On-call Contracts)

The One Step RFQ process is used for the purpose of obtaining On-call services. On-call services are used to supplement RCTD staffing levels and provide specialized services such as survey, roadway design, traffic design, developmental plan check, signal design, construction inspection, material testing, and environmental studies or for small and/or unanticipated work assignments. Separate solicitations are performed for each specialty.

On-call services simplify the hiring process and provide improved responsiveness to department needs and commitments. This is accomplished in part by performing one selection process for multiple work assignments rather than one for each individual task. The services provided under these On-call contracts are typically much smaller in scope and cost than services performed under the Project-specific and Multi-phased contracts.

Consultants for these types of contracts are also obtained through a qualification based selection process and multiple consultants may be retained through a single solicitation. Consultants enter into multi-year contracts (generally 3 to 5 years) with an established maximum annual budget. Consultants successful in receiving On-call contracts will be issued Work Assignments on an as-needed basis.

Each contract includes a maximum annual budget and is approved and executed by the County Board of Supervisors. Individual Work Assignments issued under the terms of the agreement are negotiated with the consultant and are documented with a scope, budget and schedule package that is approved by both the Consultant and RCTD. Work Assignment approvals are formally provided on an “Assignment Approval Route Sheet” and should be accompanied by a log containing the history of assignments issued to the consultant. Assignment Approval Route Sheets are approved by RCTD at several staffing levels including the County Contract Administrator, the Division Manager and the Directors Office. Microsoft Excel templates for the route sheet and assignment log are provided in Appendix C (Contract Boilerplates). A scoping template in MS Word and a Fee/Man-hour preparation template in MS Excel are also provided in Appendix C.

The One Step RFQ process is intended for services funded using local funds.

Payment Methods

Actual Cost Plus a Fixed Fee payment method is generally used for payments made by RCTD for One Step RFP and Two Step RFP contracts. One exception is Construction Management services which are typically paid using Specific Rates of Compensation. Specific Rates of Compensation is also the method used by RCTD for payments on One Step RFQ contracts.

Estimate the Cost of Consulting Work

Preparation of an independent estimate for the cost of services to be performed under the consulting services contract is required for contracts funded with federal and/or state funding sources. An independent estimate for

cost or price analysis is used to ensure that consultant services are obtained at a fair and reasonable price. The estimate is prepared in advance of requesting a cost proposal from the top-ranked consultant, so the RCTD's negotiating team has a cost analysis of the project to evaluate the reasonableness of the consultant's cost proposal. The estimate is to be kept and maintained for records.

Caltrans' LAPM Chapter 10 allows several different estimating techniques for use on federal and state funded contracts. Some of the costs estimating techniques are:

Analogous Estimating

Analogous cost estimating is using the actual cost of a previous, similar contract as the basis for estimating the cost of the current contract. Analogous cost estimating is frequently used to estimate costs when there is a limited amount of detailed information about the project. Analogous cost estimating is generally less accurate and it is most reliable when previous projects are similar in fact, and not just in appearance, and it uses expert judgment.

Parametric Estimating

Parametric estimating is a technique that uses statistical relationship between historical data and other variables to calculate a cost estimate for an activity resource. This technique can produce a higher level of accuracy depending upon the sophistication, as well as underlying resource quantity and the cost data. A cost example would involve multiplying the planned quantity of work by the historical cost per unit to obtain the estimated cost of the contract.

Bottom-up Estimating

This technique involves estimating the cost for individual work in the contract with the lowest level of detail. This detailed cost is then summarized or "rolled up" to determine a total cost of contract. Cost detail should include estimated hours per task, labor hourly cost for professional and non-professional classifications, sub-consultant costs, other project direct costs, and profit. Labor costs should be broken down to direct labor and indirect cost rates, if possible.

If more than one project or phase of work is to be developed within the consultant contract, separate cost estimates are required for each project or phase of work. Separate cost estimates are required for each milestone and portion of the work expected to be subcontracted.

Other Resources

Additional guidelines and reference tools to facilitate the preparation of estimates are provided in Appendix G (Estimating). It is generally a good idea to segment contract work into multiple phases and develop budgets for each phase. The completion of each phase and the corresponding expenditure of funds for each can be tracked separately and can provide valuable checkpoints during the development of the project. These checkpoints facilitate the Contract Administrator's ability to verify billings submitted for payment against work completed and also help identify cost overruns earlier in the process.

Prepare the Solicitation Request

Technical Selection Criteria

The Contract Administrator is responsible for developing the technical criteria, and their relative weight, which will be used to evaluate and rank the consultant proposals. Federal and State guidelines require the criteria and relative weights must be included in the RFP, and the same criteria and relative weights must be used in the evaluation sheets. Failure to include criteria and relative weights and to use the same criteria and weights during the evaluation will result in the contract costs being ineligible for federal or state reimbursement.

CONSULTANT RATING FORM				
PROJECT: Project		FIRM: Firm		SCORE: <input type="text"/>
INTERVIEW: <input type="checkbox"/> WRITTEN PROPOSAL: <input checked="" type="checkbox"/>		EVALUATOR: Evaluator		DATE: <input type="text"/>
CRITERIA	WEIGHT (1-3)	SCORE (0-19)	TOTAL (WxS) (0-30)	COMMENTS
Proposed Staffing. Relevant experience and availability of the Project Manager and key personnel	2.5			
Understanding of work to be performed and proposed project approach.	2.5			
Demonstrated competence in technical services to be provided.	2.5			
Demonstrated competence in successful management and completion of environmentally sensitive projects involving Caltrans Dist 8, FHWA, and regulatory agencies within past 5 years.	2.5			

Sample Technical Criteria Evaluation Form (MS Excel Template)

Appendix B (RFQ & RFP Documents) contains several Microsoft Excel form templates, similar to the form shown above, that are recommended for use in evaluating consulting firms.

Please note that cost cannot be used as a rating factor.

Develop a Procurement Schedule

The Contract Administrator should develop a schedule to show the time for performance of work and completion of the project before the contract is advertised. The schedule should include key dates for consultant selection activities, developing consultant contracts, and conducting meetings and

project reviews. The Contract Administrator should confirm selection activity target dates with all committee members before completing the schedule.

Appoint Consultant Selection Committee

A Consultant Selection Committee, with a minimum of three members, is appointed prior to initiating the consultant selection process. The committee reviews and scores materials submitted by consultants, develops a shortlist of qualified consultants if applicable, interviews consultants if applicable and develops a final ranking of the most qualified consultants. This committee shall be composed of members who are familiar with the technical aspects of the project problem and the scope of services required. Representatives from other agencies, County departments or the engineering/construction industry who have experience in the problem area may be selected to serve on the Selection Committee. Contracts involving federal aid funding require all committee members meet the conflict of interest requirements by completing and signing a conflict of interest statement prior to selection process initiation. The appropriate form(s) is/are available in Caltrans Local Procedures Manual.

Contract Administrators are required to complete the Local Assistance Procedures Manual Exhibit 10-C Consultant Contract Reviewers Checklist for any services funded in whole or part with federal aid funds. Contract Administrators should begin updating the form at this point if they have not already started to do so.

Selecting the Consultant(s)

Advertisement

The solicitation process for consultant services by RCTD has historically been through public advertisement in one or multiple local newspapers. Guidelines in Caltrans' LAPM Chapter 10 has recently been updated to allow advertisements to be posted on a local agency's websites as an alternate or in conjunction with advertisement by newspaper. As a minimum standard practice, all RCTD solicitations should be posted on RCTD's website at the following address...

www.rctlma.org/trans/Engineering-Services/Requests-for-Proposals

All federal aid funded services must be publicly advertised. To document website postings, the Contract Administrator should retain copies of screen shots displaying the posted solicitation with "begin/end" dates of the advertisement.

The Contract Administrator shall publish the documents on line and note in any newspaper advertisement that the documents are available on line along with the web address to obtain the files. The Contract Administrator shall also keep a record of all consultants that have downloaded the documents on line as well as those receiving the document through other means, to ensure that any inquiry responses, addendums, or amendments are given to all interested consultants. Tracking which consultants download documents from the Internet can be difficult so a note placed prominently on the web page stating "Consultants interested in responding to this solicitation must provide their contact information to the Contract Administrator in order to receive addendums, amendments or responses to requests for information. Consultants that do not provide their contact information may not receive these important documents".

Riverside County Policy B-17 recommends the use of local print and electronic media to market and promote contract and business opportunities for Minority Business Enterprise, Women Business Enterprises and Disabled Veteran Business Enterprises.

Here is a typical list of documents that should be posted on the RCTD website...

- RFP or RFQ document
- Evaluation Rating Form
- Engineering Service Agreement (boilerplate)
- DBE Requirements
- Fee & Man-hour Proposal (MS Excel template)
- Addendums

Provide Clarification

RCTD may allow for clarification of a solicitation by inviting submittal of written questions or by conducting a proposer's conference, or by doing both. All questions concerning a solicitation should be submitted to the Contract Administrator. Consultants contacting other RCTD staff directly seeking information about a solicitation may jeopardize the integrity of the selection process and risk possible disqualification. Consultants should submit their questions and receive their answers from RCTD in writing. No response should be given to verbal questions. It is important that all consultants on the shortlist receive the questions and answers and are given the same information. If a proposer's conference is to be held, the exact time and place must be specified in the solicitation documents. Proposer's conferences are not required for locally funded projects but are sometimes required if federal or state funds are used.

Receive and Evaluate Statements of Qualifications & Develop Shortlist

The first step in the evaluation process is to determine that each proposal contains all forms and other information required. Submittals may be considered non responsive if all required information is not provided, and rejected without evaluation. Late submittals, to the wrong location, and submittals with inadequate copies are considered nonresponsive and shall be rejected. Submittal of additional information after the due date shall not be allowed. For Federal and state funded services, a minimum of three proposals must be received.

The members of the consultant selection committee must evaluate each proposal in terms of the technical criteria, which was listed in the solicitation documents.

Appendix B (RFQ and RFP Documents) contains MS Excel based template evaluation rating forms that can be used to evaluate each consultant as well as forms to summarize the rankings by each committee member.

Each Committee member must provide their completed forms to the Contract Administrator who will determine the rankings of the consultants based on the combined rankings of each committee member. The Contract Administrator must keep the individual committee member ranking forms in the project files.

Notify Consultant of Short List

All consultants that submitted a response to the solicitation must be notified of the results of the review. The notification also identifies those consultants (short list) that will be requested to attend interviews.

Appendix B (RFQ and RFP Documents) also contains MS Word templates that can be used to provide notification letters. These templates have been developed such that they can be combined with MS Excel files containing consultant contact information allowing for mail merging the MS Word letter template with Excel spreadsheet contact information.

As part of the interview request, consultants may be directed to submit a Fee and Man-hour proposal at the time of their interview. If time allows, this request can be made after the final selection with the top ranked firm. Fee and Man-hour proposals should not be required as part of the initial written submittal. Appendix B (RFQ and RFP Documents) contains a set of MS Excel templates that should be used by interested consultants to prepare their fee and man-hour proposals. The templates are made up of one file for the prime and a series of files for sub consultants. The prime and sub consultant files are interlinked but can be prepared independently.

Conduct Interview of Short Listed Consultants

Interviews are to be structured and conducted in a formal manner. Each consultant shall be allowed the opportunity to make a presentation if desired; however, a time limit should be specified. Interview questions should be prepared in advance. Two types of questions may be asked.

- Those questions that will be asked of all competing consultants.
- Questions relating to each specific consultant, based upon the reference checks and the strengths and weaknesses identified during evaluation of the written submittal.

Between the time of the notification of the shortlist and interviews, RCTD may answer any questions concerning the scope of work to be contracted out, if not done earlier during the solicitation. Again, Consultants should submit their questions and receive their answers from RCTD writing.

Develop Final Ranking and Notify Consultants of Results

The selection committee should discuss and document the strengths and weaknesses of each consulting firm and develop a final ranking of most qualified firm.

As with the written submittals, Appendix B (RFQ and RFP Documents) contains MS Excel based template evaluation rating forms that can be used to evaluate each consultants presentation as well as forms to summarize the rankings by each committee member to develop the final ranking.

All consultants interviewed must be informed about the final ranking of consultants. It is important that all competing consultants receive the same information. Many consultants will request information as to why they were not selected. Debriefings should be given to consultants if requested.

Contract administrators shall maintain solicitation documentation, such as evidence of advertisement and copies of committee score sheets.

Procurement Protest Policy

This policy provides procedures for the submittal and evaluation of protests relating to the procurement of professional services, except procurements for services costing less than \$25,000.

In order to be considered, a protest must be filed in a timely manner, as described below, must satisfy all the applicable requirements described below and must be brought by an interested party, as defined below. Notice of the availability of these protest procedures and information on the applicable protest deadlines shall be provided to proposers in all solicitations in excess of \$25,000. The protest procedures shall be available on the RCTD website.

The Director of Transportation or Assistant Director of Transportation will make the final determination on all protests submitted, and there shall be no further administrative recourse with the exception of protests filed in conjunction with procurements funded in whole or in part by Federal Funds.

Protests submitted relating to procurements of \$25,000 or less will not be considered by the RCTD and will be returned.

Any protest submitted shall be evaluated in accordance with the procedures described below.

Protest Grounds – General

Prior to receipt of proposals, a protest may be submitted on the basis of one or more of the following grounds:

- The solicitation package contains unduly restrictive specifications or scope of work.
- The solicitation package violates local, state, or federal law or regulation.

After receipt of proposal and after an action relating to the selection of a consultant, a protest may be submitted on the basis of one or more of the following grounds:

- RCTD fails to adhere to the evaluation process set forth in the solicitation package.
- RCTD fails to follow its own procurement policies and procedures.
- RCTD made a clerical or mathematical error during evaluation of the proposal.

Protest Submittal Criteria – General

In order for a protest to be considered, the submittal must meet each one of the following criteria:

- Must be submitted on a timely basis. “Timely” is defined under the Definition of Terms below. If the protest is not timely, the protest may not be considered and may be returned without response other than the determination that it is untimely filed.
- Must be submitted by an interested party. “Interested Party” is defined under the Definition of Terms below.
- Must identify the solicitation being protested.
- Must be submitted in writing.
- Must include all supporting documentation for each material issue raised in the protest.
- Must include a detailed statement of the legal and/or factual grounds for each material issue identified in the protest.
- Must describe the resolution to the protest desired by the interested party.
- Must be signed by a properly authorized representative of the interested party.

RCTD reserves the right to waive minor, non-substantive, or trivial deficiencies in a protest at its sole discretion.

Protests Filed Prior to Submittal of Proposals

If the protest is determined to be timely and meets the protest criteria identified above, the following actions will be initiated:

- All proposers will be notified within ten (10) working days that a protest has been filed and will be provided with a copy of the protest.
- Proposers will be given an opportunity to respond to the protest.
- The date for receipt of proposals may be delayed, at the sole discretion of the Protest Officer, to provide adequate opportunity to resolve the protest.
- The Protest Officer, at his/her discretion, may meet, either in person or over the telephone, with the Protestor to discuss the protest and/or perform additional fact finding.
- Should the Protestor determine, at this point or any other point in the evaluation of the protest that he/she wishes to withdraw the protest, a written request to withdraw will be provided to the Protest Officer and the Protest Officer will promptly notify all proposers that the protest has been withdrawn.
- The Protest Officer will research the protest and may call upon any resources he/she feels are necessary and appropriate to assist in the evaluation of the protest.
- The Transportation Director or Assistant Transportation Director will render a determination to uphold or deny the protest, which determination shall be final.
- If the protest is upheld, an addendum to the solicitation may be issued to all proposers and the date for receipt of proposals may be extended, at the Transportation Director or Assistant Transportation Director's sole discretion, to provide adequate time for all potential proposers to respond to the addendum.

If the protest is denied, the solicitation may be continued without further delay.

Acceptance of proposals will be subject to the administrative resolution of any protests timely filed.

Protests Submitted After Receipt of Proposals and Relating to Selection of Consultant

If the protest is determined to be timely and meets the protest criteria identified above, the following actions will be initiated:

- The potential successful proposer will be notified within ten (10) working days of receipt of the protest that a protest has been filed and a copy of the protest will be provided to the potential successful offeror.
- The potential successful proposer will be provided an opportunity to respond to the protest and provide any information the proposer believes is important to the issues raised in the protest. The length of time for response shall be determined by the Protest Officer and shall be based on the complexity of the issues raised in the protest.
- The Protest Officer, at his/her discretion, may meet, either in person or over the telephone, with the Protestor to discuss the protest and/or perform additional fact finding.
- Should the Protestor determine, at this point or any other point in the evaluation of the protest that he/she wishes to withdraw the protest, a written request to withdraw will be provided to the Protest Officer and the `will promptly notify the successful bidder/proposer.
- Depending on the nature and complexity of the protest, the Protest Officer may, after evaluating all of the information available, provide a written recommendation to the Transportation Director or Assistant Transportation Director that the protest should be denied or upheld, in whole or in part. The recommendation will include reasons supporting the recommendation.
- The Protest Officer may call upon one or more experts, either from within or outside RCTD, to evaluate the merits of the protest. The expert(s) may provide a written opinion regarding the merits of the protest and may provide a recommendation for consideration by the Protest Officer that the protest be denied or upheld, in whole or in part.
- The Protest Officer may convene a Protest Evaluation Team to evaluate the merits of the protest. The Protest Evaluation Team may provide a written opinion regarding the merits of the protest and may provide a recommendation for consideration by the Protest Officer that the protest be denied or upheld, in whole or in part.
- The Protest Officer shall review the recommendation and documentation provided by the expert(s) or Protest Evaluation Team with Legal Counsel and shall prepare a recommended resolution of the protest for consideration by the Transportation Director or Assistant Transportation Director.

Transportation Director or Assistant Transportation Director upholds the protest, in whole or in part, he/she may direct such actions, as he/she deems appropriate.

If the Transportation Director or Assistant Transportation Director denies the protest, the challenged determination will move forward.

The Transportation Director or Assistant Transportation Director's decision will be provided to the Protestor and to the potential successful proposer. The Transportation Director or Assistant Transportation Director's decision shall be final and there shall be no further administrative recourse at the local level.

Protests Relating to Federally Funded Procurements

If a procurement is federally funded, the Protestor may pursue a remedy through the Federal Transportation Authority ("FTA"). Any such protest must be filed in accordance with FTA Circular 4220.1E or most current version.

Reviews of Protests by FTA may be limited to: (1) the RCTD's failure to have or follow its protest procedures (2) the RCTD's failure to review a complaint or protest and/or (3) Violations of federal law or regulation.

- An appeal to FTA must be received by the cognizant FTA regional or headquarters office within five (5) working days of the date the Protestor learned or should have learned of an adverse decision by the RCTD or other basis of appeal to FTA.
- The Protestor shall provide a copy of all correspondence provided to the FTA to RCTD's Protest Officer.
- Award of any proposed contract may be delayed by RCTD pending resolution of the protest to FTA unless one or more of the following conditions is present:
 - The items or services being procured are urgently required.
 - Delivery or performance will be unduly delayed by failure to make an award promptly.
 - Failure to make a prompt award will otherwise cause undue harm to RCTD.

DEFINITION OF TERMS

Interested Party: If the protest is based on the content of a solicitation, an interested party is any proposer or potential offeror.

Protest Officer: The Protest Officer is designated by the Director of Transportation. The Protest Officer is to receive and evaluate protests and will recommend to the Transportation Director either that the protest be upheld or denied. The Protest Officer should not have participated in the evaluation of proposals received.

Timely Filed Protest: A protest that addresses the content of the solicitation package must be received by the Protest Officer within seven (7) calendar days after all requests for clarifications been answered by RCTD. Day 1 is the day after the date of RCTD's answer. If no requests for clarification received, a protest regarding the content of the solicitation must be received by the Protest Officer within seven (7) calendar days after the period for requests for clarifications has closed. This period shall be defined in each solicitation package.

For protests submitted after receipt of proposals, the protest must be received by the Protest Officer within seven (7) calendar days after the Board of Supervisors takes action, or such other time period as may be specified in the solicitation document. Day 1 is defined as the day after the Board of Supervisors meets and takes action.

Any solicitation for which contract award is not made by the Board of Supervisors will include a date certain by which a protest must be filed in order to be considered timely. A protest received after the date certain identified in the solicitation may be considered untimely, may not be considered, and may be returned without response.

Contract Prep & Negotiation

The selection process is now complete. The next steps in the process will depend on which of the three selection types the solicitation is following:

- One Step RFP
- Two Step RFP
- One Step RFQ

If the process is a One Step RFP the next step is to initiate negotiations with the top ranked firm.

If the process is a Two Step RFP, the next step is similar in that negotiations are initiated with the top ranked firm for the initial project and a final short list of prequalified firms is also identified for future and/or other projects to be performed by consultants on the prequalified list. Separate contracts will be negotiated and executed for each project in a manner similar to the negotiations performed under the One Step RFP.

If the process is a one step RFQ, the next step is to initiate negotiations with all firms selected in the final short list. Each shortlisted consulting firm will enter into a contract with RCTD following the selection process. Work assignments will subsequently be disseminated to the firms on the shortlist on an as needed basis.

Negotiations (One Step and Two Step RFP)

After the selection committee has identified a top ranked firm, the Contract Administrator must initiate negotiations and the preparation of the final contract document.

The firm will be notified in writing to meet with the Contract Administrator to negotiate the final scope, terms, conditions, and compensation for the services to be provided.

Generally, consultants are requested to submit a cost proposal in a separate sealed envelope as a part of the solicitation process. Cost proposals should not

be opened prior to the final ranking of the consultants. This is in part to comply with the intent of the Brooks and Little Brooks Acts (Appendix A: Legislative Documents). Caltrans LAPM Chapter 10 requires that the envelopes remain sealed (other than the top ranked firm) and be returned to consultants. For locally funded projects it may be useful to compare costs from the various consultants to verify or validate a reasonable contract budget. Note again, that cost proposals cannot be opened prior to completion of the final ranking.

Conduct Initial Negotiation Meeting

The Contract Administrator should meet with the selected consultant's Project Manager to review the submitted cost proposal and ensure that the consultant has a complete understanding of the work that is required. The consultant should be shown as much material as is available regarding the project. Any technical questions regarding the project should be answered completely for the consultant. RCTD reserves the right to amend or modify the project Scope of Services prior to award of a contract, as necessity may dictate, and to reject any and all proposals.

The work is to be performed according to the terms and conditions described in the contract using the payment method described therein.

The goal of the negotiation is to agree on a final contract that delivers the services or products required at a fair and reasonable cost to RCTD. The independent cost estimate developed in advance by RCTD is an important basis for negotiation. It is also important to have experienced senior level staff involved with or conducting the negotiations. Without relevant experience, it is difficult to anticipate the man-hour requirements for the proposed work tasks. Items typically negotiated include:

- Work plan
- Schedule
- Products to be delivered
- Classification and experience level of personnel to be assigned

- Cost items, payments and fees

In order to facilitate the negotiation process and administration of the contract by the Contract Administrators, basic MS Excel Templates for cost and man-hour proposals have been developed for use by consultants. These Templates are provided in Appendix B (RFQ and RFP). Consultants should be directed to prepare their proposals using the templates provided.

If the Contract Administrator fails to conclude an agreement with the top ranked consultant, a new negotiation is started with the next highest ranked consultant. If this new negotiation fails the process is repeated until a contract is negotiated successfully.

When negotiations have been successfully completed, a formal contract agreement for services to be provided will be prepared.

Negotiations (One Step RFQ)

After the selection committee has determined the final shortlist of consultants to be offered On-call contracts, the Contract Administrator will begin the process of developing contracts for each consultant. This process/negotiation is substantially different from one and two step RFPs. Some of differences are outlined below:

- The scope of services included in the contract is not related to a specific project or assignment. It is more generic but related to a specific type of work such as traffic signal design, performing geotechnical studies or analyzing cultural resources.
- One Step RFQ uses specified rates of compensation rather than actual cost plus a fixed fee. The specific rates of compensation are to include an hourly breakdown, direct salary costs, fringe benefits, indirect costs, and net fee. These rates are identified for each job classifications and are not specific to individuals.
- Each On-call contract will provide an annual maximum not to exceed budget (typically \$250K per year). The approval for the use of these funds will be provided after the contract is executed by Work

Assignment Authorization packages that are prepared for each assignment.

Develop the Final Contract (One Step and Two Step RFP)

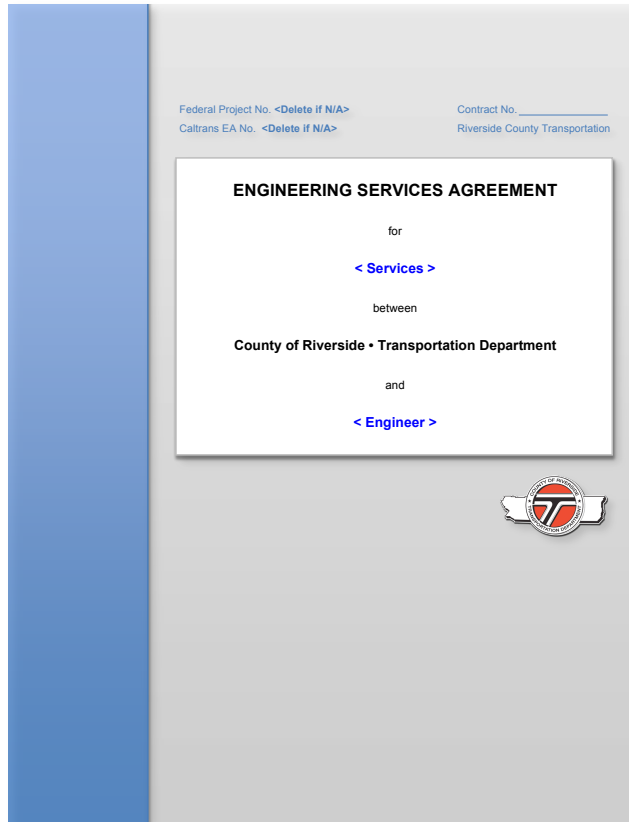
A standardized contract (boilerplate) has been developed by RCTD staff to assist Contract Administrators with the development of a final contract. The MS Word Engineering Services Agreement boilerplate used for One Step and Two Step RFP full service engineering agreements is provided in Appendix C (Contract Boilerplates). The Engineering Services Agreement boilerplate consists of the following four sections:

- Main Body: Parties, Conditions, Performance, Compensation
- Appendix A: Scope of Services
- Appendix B: Schedule of Services
- Appendix C: Budget

Main Body

The main body contains the necessary legal provisions, terms and conditions under which the consultant is expected to function. This section of the boilerplate generally requires only minor modifications to identify the parties, cooperating agencies, and signatories. The boilerplate was developed for full service engineering contracts and when used for other types of services will require modifications. Some example uses that would require modifications include construction management or environmental services contracts.

This boilerplate agreement was developed in conjunction with County Counsel and is therefore efficiently processed through legal review when used on individual projects. Modifications to the boilerplate can delay the legal approval process.



Coversheet for the Contract Boilerplate

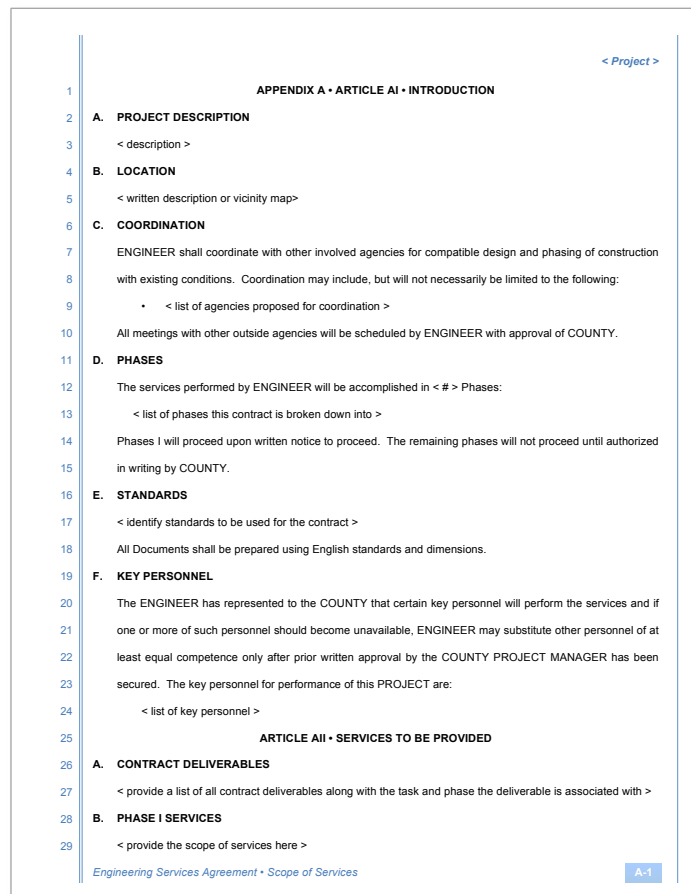
Scope of Services

One of the most important steps in developing a consultant contract is the preparation of a comprehensive scope of services. This can require a dedication of substantial staff time; however, a complete scope of services will save a great deal of effort and misunderstanding in the negotiation phase. The scope document will serve as the foundation for the consultant's proposal and contract. Ambiguities and inaccuracies because of poor scope of services may result not only in errors and omissions during the preconstruction phases, but also during the construction phase when correcting may be very costly and involve litigation.

The detailed scope of services describes for the consultant what work will be required, the conditions under which the work must be conducted, how achievements will be assessed, and what the obligations of both the consultant and RCTD will be. The Scope of Work should be subdivided into separate

phases when possible with specific deliverables to facilitate monitoring and tracking of work progress.. Having separate phases provides definable checkpoints along the development of a contract. These checkpoints provide concrete evidence as to the progress of the contract in relation to the consultant’s billings.

RCTD frequently uses consulting services for similar types of work. This has resulted in the development of a small library of scopes of work documents for specific types of services. These scoping documents are provided in Appendix E (Scope of Services Samples) (note: only a listing of the scope of service document titles is included in this printed manual, individual scopes are not printed as part of this manual but are available as MS word templates) and can be used by Contract Administrators to facilitate the development of the scope of work for a specific contract.

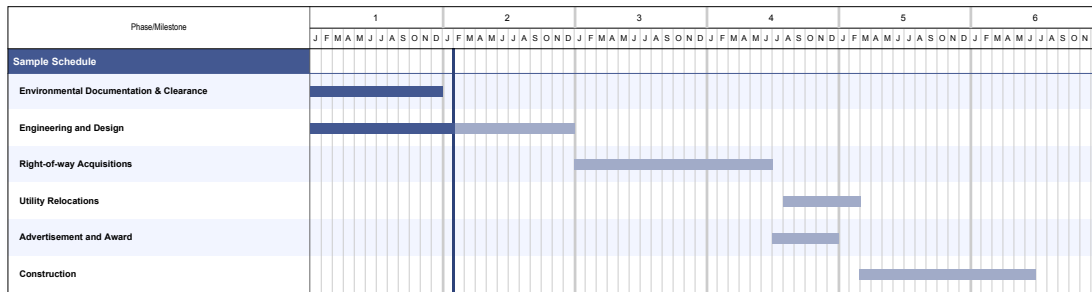


1st Page of Scoping Template

Schedule of Services

The schedule should be reviewed and updated to assure completion of the work is consistent with the constraints of the project. The schedule included in the contract package is not intended to be a detailed project schedule. It is intended to be an overview of the total project and some key milestone dates and should include the following:

- A date for termination of the agreement must be included in the contract.
- If the Scope of Work has been subdivided into phases, then separate completion dates should be identified for each phase.
- It is recommended that deliverables be identified and listed with anticipated dates of delivery or note the phase that each will be delivered in.



Sample Schedule for inclusion in the contract

Schedules will be used to track and monitor the progress of the contract. These schedules will be of greater detail than the schedule included in the contract. Appendix F (Scheduling) provides guides to help in the development of a project schedule and also provides sample formats for listing and monitoring deliverables.

Budget for the Services to be provided

Standard formats for development of cost and man-hour proposals have been prepared to facilitate the negotiation process and the development of the final contract documents. These worksheet formats are provided and discussed in Appendix B (RFQ and RFP) and samples are shown below.

MANHOOR WORKSHEET																																																																																																																																																						
COMPANY:	SCOPE OF WORK: Preliminary Engineering & Environmental	PHASE: Phase I																																																																																																																																																				
PROJECT:	DATE: September 19, 2016																																																																																																																																																					
TASK		HOURS COST																																																																																																																																																				
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FEE PROPOSAL WORKSHEET				
COMPANY:	SCOPE OF WORK: Project Summary	PHASE: All Phases		
PROJECT:	DATE: September 19, 2016			
DIRECT LABOR				
PERSONNEL	POSITION	HOURS	RATE	AMOUNT
TOTAL HOURS		TOTAL DIRECT LABOR		
MULTIPLIERS				
ESCALATION @	(Rates Vary by Phase)			
OVERHEAD @	(of Direct Labor + Escalation)			
PAYROLL ADDITIVES @	(of Direct Labor + Escalation)			
PROFIT (FIXED FEE)				
		TOTAL MULTIPLIERS		
OTHER DIRECT COSTS				
*** Billed at Actual Cost ***				
ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
TOTAL ODC'S				
SUB CONSULTANT SERVICES				
COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
TOTAL SUBCONSULTANT SERVICES				
				TOTAL

Sample formats for Fee and Man-hour Worksheets

Cost proposals worksheets should be prepared for each phase and man-hour proposal worksheets should be prepared with specific hours for each task. The man-hour proposal is one of the basic tool used to analyze the reasonableness or validity of a consultant’s proposal. The use of man-hours eliminates the variance in salaries paid to employees by different consulting firms, thereby providing a consistent evaluation methodology. The cost proposal worksheets can be used to identify unreasonable charges such as excessive salaries and/or excessive charges for direct expenses. The recommended format has been developed in conjunction with the invoice/progress payment templates created for use by consultants and are intended to satisfy use of LAPM Chapter 10, Exhibit 10-H Sample Cost Proposal. It is therefore important to use the cost proposal worksheets in the format provided in order to facilitate the administration of invoices that will be submitted for payment at a later date. Additionally, using a consistent format for payments inherently creates a pattern of consistent and fair treatment of all consultants.

Proposed agreements for consultant services must be reviewed by the Contract Administrator to verify that:

- Appropriate conditions are included and objectionable features are deleted;
- Compensation is fair and reasonable and includes prevailing wage rates, if applicable;
- Work activities and schedules are consistent with the goals and constraints of the project;
- DBE goal is included as appropriate if Federal Aid funded;
- Consultant Contract Reviewers Checklist is completed consistent with the current LAPM Chapter 10 as appropriate if Federal Aid funded.

Before approving an agreement for consulting services, the Contract Administrator must be satisfied that the consultant's organization is

- Qualified to perform the services required;

- In a position, considering other work commitments, to provide competent and experienced personnel to perform the services in the time allowed;
- Fully apprised of all applicable federal and state laws, including implementing regulations, design standards, specifications, previous commitments that must be incorporated in the design of the project and fully capable of providing appropriate administrative control required to manage the contract services. The agreement shall provide for reviews at appropriate stages during performance of the work to determine if any changes or other actions are warranted.

Develop the Final Contract (One Step RFQ)

Contracts for One Step RFQs are similar to contracts for One Step RFPs and Two Step RFPs but have some important differences. The contract boilerplate consists of the same four sections:

- Main Body: Parties, Conditions, Performance, Compensation
- Appendix A: Scope of Services
- Appendix B: Schedule of Services
- Appendix C: Budget

Separate On-call Engineering Services Agreement boilerplate documents have been prepared for use with On-call contracts that account for the key differences between On-call contracts and One Step RFPs and Two Step RFPs contracts. Both boilerplate documents are available in Appendix C (Contract Boilerplates). Some of the key differences between the contract types are discussed in the following.

Main Body

The main body contains the necessary legal provisions, terms and conditions under which the consultant is expected to function similar to the One Step RFPs and Two Step RFPs contracts but accounts for future work assignments rather than a specific scope of work, payment by specific rates rather than actual cost plus a fixed fee and simplified progress tracking requirements.

Scope of Services

The scope of services defines the types of work the consultant is qualified to provide and is authorized to provide under the contract. These types of work are generic in their scope and not specific to one project or assignment.

Schedule of Services

The schedule section should identify the timeframe of the contract. On-call contracts are typically for three-years with an option for RCTD to authorize up to two one-year extensions.

< Project >

APPENDIX B • ARTICLE BI • INTRODUCTION

ENGINEER shall perform the covenants set forth in Appendix A, Scope of Services in accordance with the performance requirements of Article V of this contract and with the following Schedule of Services. This contract shall permit the issuance of WORK ASSIGNMENTS until < date >. COUNTY and ENGINEER may enter into a one-year supplemental extension to this contract for the purpose of authorizing WORK ASSIGNMENTS. This contract may be extend up to two times, for a period not to exceed two years from the original date of the contract. All authorized WORK ASSIGNMENTS shall be completed within two years of the final authorized date for approving WORK ASSIGNMENTS. All Covenants set forth in this contract shall therefore be completed by < date >, unless extended by supplemental agreement.

Contract expiration time frames for issuance of work authorizations...

Contract	Contract Execution Date to June 30, 20??	
Supplement 1	July 1, 20?? to June 30, 20??	(Director of Transportation Authorization required)
Supplement 2	July 1, 20?? to June 30, 20??	(Director of Transportation Authorization required)

Deliverables schedules will be prepared for each specific Work Assignment that ENGINEER is assigned.

B-1

Engineering On-call Services Contract • Schedule of Services

Appendix B: Schedule template for On-call contracts

Budget for the Services to be provided

Consultants performing services under an On-call contract will need to specify billing rates for the various staff and staff positions expected to provide services under the contract.

BILLING RATES WORKSHEET		
COMPANY:	SCOPE OF WORK:	DATE: September 20, 2016
BILLING RATES		
STAFF NAME	TITLE	RATE

Engineering On-Call Services Agreement - Budget C-4

On-call Billing Rate Template

On-call Work Assignments

When a Contract Administrator determines an On-call Consultant is needed to provide services, the Contract Administrator will initiate negotiations with the consultant on a specific scope, schedule and fee for the needed services. The scope, schedule and fee format will be similar to the formats used for the One

Step RFP and Two Step RFP contracts but are generally much shorter and simpler. Appropriate forms and templates for use on On-call Work Assignments are provided in Appendix H (Administration). Work Assignments are described in greater detail in Chapter 5 (Contract Administration)

Audits

Validating a consultant's qualification to perform a contract can be accomplished in part by performance of a pre-award audit. The Contract Administrator can require a pre-award audit prior to the award of a contract. On Federal Aid funded projects an audit is required under the following conditions:

- Less than \$150K – no audit or review is required, but is optional;
- Between \$150K and \$1M (Case 1);
- Between \$1M and \$3.5M (Case 2);
- \$3.5M and above (Case 3).

Case 1

Prime consultants with a proposed contract totaling \$150,000 or more, and any sub-consultants listed on the contract, must certify the accuracy of their contract costs and adequacy of their financial management systems

Case 2

Local agencies and consultants with a proposed contract totaling between \$1M and \$3.5M must comply with all the requirements outlined in Case 1 above.

In addition, local agencies must send copies of the proposed contract and additional supporting documentation to Caltrans Audits and Investigations (A&I) group for review in conformance with certain requirements outlined in the LAPM Chapter 10. Once the proposed contract and additional supporting documentation are reviewed, A&I will issue a Conformance Letter noting any deficiencies, if any.

Case 3

Local agencies and consultants with a proposed contract totaling \$3.5 million or more must comply with all the requirements in Case 1 and 2 above. Also, consultants must provide the following to RCTD who in turn will forward a copy to A&I:

- A state DOT's approved ICR schedule **and** the Cognizant Letter of Approval;
- or
- CPA Audited ICR Audit Report **and** a copy of the CPA audited financial statements, if any.

For additional audit details and requirements on federal aid projects refer to Chapter 10 of Caltrans' LAPM.

On locally funded projects, a Contract Administrator may request an audit when one of the following conditions exists.

- There is inadequate knowledge about the consultant's accounting procedures;
- There has been a previous unfavorable experience with the consultant's estimating or accounting methods;
- It is the first time a consultant has performed services for RCTD.

The purpose of a pre-award audit evaluation is to provide RCTD with professional advice on accounting and financial matters and to assist in the award and administration of proposed consultant contracts. The audit must be as broad in scope as necessary to meet the following objectives.

- Determine if the cost accounting system is capable of accumulating reasonable, allocable, and allowable costs.
- Determine if the consultant is financially capable of performing the required services.
- Determine the administrative systems' adequacy and the availability of applicable key personnel to perform the contract.

Some of the risk factors considered in an audit are listed below:

- History of satisfactory performance;
- Prior compliant history and audit frequency;
- Financial stability;
- Conformance to terms and conditions of previous contracts;
- General responsiveness and responsibility;
- The approximate dollar amount of all A&E contracts awarded to the consultant by Caltrans or a local agency in California within the last three calendar years;
- The type and complexity of the consultant's accounting system;
- The relevant professional experience of any CPA performing audits of the consultant's indirect cost rate;
- Responses to internal control questionnaire;
- Changes in the organizational structure.

The Contract Administrator has the responsibility to ensure that the final negotiated contract is complete and to verify that all required backup documents have been provided. After such an agreement is reviewed and accepted by the Contract Administrator and the prospective Consultant the agreement must be processed through the Board of Supervisors for approval.

Award Process

Reviews and Approvals

After the Consultant has executed the Contract, the Contract Administrator must prepare a document package for submittal to the Board of Supervisors. The document package will include a Form 11, a location map and the contract documents. When preparation of the package is complete it can be submitted using the County Minute Traq computer system. Minute Traq facilitates electronically routing the package to relevant individuals for review and approval. Review and approval will typically involve the following entities:

- Division Manager
- Directors Office
- County Counsel
- Executive Office
- Board of Supervisors

Board Execution

If approved by the relevant reviewers, the package will be forwarded to the County Board of Supervisors for final approval and execution. Once approved and executed by the Board, the Contract Administrator can issue a Notice to Proceed to the Consultant.

The background of the page features a light gray illustration. It shows four silhouettes of business professionals (two men and two women) in business attire. They are positioned around a flowchart that consists of several rectangular boxes connected by arrows, indicating a process flow. The title 'Contract Administration' is overlaid on this graphic in a large, blue, serif font.

Contract Administration

Contract Administrators are responsible and accountable for maintaining technical and administrative control of both the project and the consultant. The Contract Administrator is the RCTD person authorized to direct the consultant's assigned activities. The Contract Administrator should be experienced in the technical aspects of the work being contracted for and have a working knowledge of the administrative contract management process.

The work involved and quality of Contract Administration is greatly influenced by the process and procedures that have occurred in the selection of a consultant and the development of the contract. If the selected consultant is capable and qualified and the contract document provisions are sufficient and clear, then the contract administration is far more likely to be straight forward and glitch free. Using unqualified consultants and poorly prepared contracts can lead to difficult and problematic projects. The process and procedures described in this chapter have been developed in conjunction with the pre-award activities and documents described in the earlier chapters. The forms and documents recommended in the pre-award stage are consistent with the documents described in this chapter. Using the procedures and documents as

recommended for both pre-award and post-award stages will provide a consistent and efficient methodology for managing the consultants.

Getting Started

Project work for Project-specific and Multi-phased contracts begins immediately after the notice to proceed is issued to the consultant. This notice establishes the beginning date and may include transmittal of the executed contract. Federal Aid funding cannot be used to reimburse RCTD for any work performed by the consultant prior to:

- Authorization of the funds (completed federal form E-76);
- The Contract is executed;
- Notice to Proceed has been issued.

Project work for On-call contracts begins when RCTD identifies a need for a particular services, a work assignment package has been prepared and the work assignment package has been executed by both the Consultant and RCTD.

Thereafter RCTD manages and administers the work to ensure that a complete and acceptable product is received on time, within standards, and within budget. Contract administration requirements and activities ensure that contractual obligations are completed satisfactorily. Generally, these activities include:

- Providing direction to the consultant;
- Assuring adequate communication & coordination;
- Monitoring project progress and compliance with contract requirements;
- Assuring deliverables are reviewed by appropriate staff and accepting when complete;
- Reviewing invoices, approving payments, monitoring compliance with prevailing wage rates and controlling costs;
- Verifying labor rates for added or substituted personnel;
- Record-keeping and reporting;

- Identifying changes to the scope of work and preparation of amendments;
- Closing out the contract.

Good communication among the Consultant, the Contract Administrator, and other affected parties is crucial to the success of the project. To assure that all parties have a clear understanding of the process and requirements, consultant contracts should begin with a project kickoff meeting.

Communication & Coordination

Kickoff Meeting.

Post-award/pre-design orientation meetings with consultants to discuss procedures during the contract period will eliminate many misunderstandings. These meetings should cover such issues as progress reporting, payment requests, identification of communication channels, interpretation of contract terms and conditions, contract modifications, scope of work, goals for a successful project and other related items.

One of the important objectives of the Kickoff meeting is the establishment of periodic meetings in which the relevant and interested parties (the Project Development Team or PDT) meet to discuss project issues and status.

PDT meetings

Periodic meetings should be scheduled so all participants can plan accordingly. Minutes of these meetings should be kept and distributed to all interested parties. Among other objectives, PDT meetings should be conducted to ensure the milestones established in the work schedule of the contract are on schedule. To facilitate this effort, RCTD has developed several tracking templates that are to be updated and distributed by consultants at PDT meetings. These templates are described in the following section on Status & Oversight.

As necessary, additional conferences between the consultant, the agency, and other appropriate staff should be conducted.

Electronic Transfer of Technical Data

With the advent of the Internet, electronic communication has become a tremendously efficient form of communication and coordination. Many of the consultant's deliverables are required to be produced and/or submitted in a standardized electronic format.

Status & Oversight

Project Tracking System

Project services provided under Project-specific or Multi-phased contracts should be monitored by the consultant using Program Evaluation Review Technique (PERT) or Critical Path Method (CPM) tracking software. Many consultants currently use Microsoft Project software to track their projects. This software allows for detailed tracking of each task, deliverable and milestone. Consultants are expected to provide routine schedule updates (typically distributed at PDT meetings) to facilitate tracking of the progress. In addition to schedule updates, Consultants are required to provide several documents to facilitate monitoring progress at each PDT meeting. These documents include the following:

- Action Items Tracking List
- Project Schedule Summary
- Deliverables Tracking List

Action Items List

Consultants will need to track the status of commitments made by team members during various meetings. The format used by consultants to track action items may vary. A status report for action items should, however, track the following items at a minimum.

- Reference number (assigned to each action being tracked)
- Date of commitment (typically a meeting date)
- Description of the committed action.
- Responsible person or group
- Due Date
- Status

Action Items					
PROJECT NAME: Name				PROJECT NUMBER A0-0000.00	
CONSULTANT: Consultant Name				DATE: Date	
REF NO	ASSIGNED ON	DESCRIPTION	STATUS	ASSIGNED TO	DUE ON
OPEN					
1	xx/xx/xx	Action Header Action text	Status Header Status text	assigned	xx/xx/xx
2					
3					
4					
5					
ON GOING					
CLOSED					

Action Items tracking template

Project Schedule Summary

This summary will help evaluate schedule slippage that is often not shown on typical scheduling reports and will help gauge impacts to key milestones for typical RCTD projects.

PROJECT SCHEDULE SUMMARY					
PROJECT:				PROGRESS UPDATE NUMBER:	
CONSULTANT:				DATE:	
MILESTONES	TARGET	LAST MONTH	THIS MONTH	SLIP	
	Date	Date	Date	FROM TARGET	FROM LAST MO
PA&E					
Complete Environmental Studies					
Approval of Geometry & Bridge Types					
Circulate Draft Environmental Document					
Approval of Final Environmental Document					
PS&E					
Start Final PS&E					
Submit 60% PS&E					
Submit 95% PS&E					
Submit 100% PS&E					
RIGHT-OF-WAY					
Complete Right-of-way Requirements					
Start Appraisals					
Start Offers					
Obtain Certification					
AWARD					
Ready to List					
Award					
CONSTRUCTION					
Notice to Proceed					
Substantially Complete					
DEADLINE		DUE ON			
		Date			
DEADLINES					

Project Schedule Summary Template

In addition to detailed level schedules that are maintained by project teams, RCTD also provides simplified versions of project schedules that track key milestones. These simplified schedules are referred to as Program Level Schedules. The program level schedules are managed using a standardized list of typical tasks and milestones that allow for a quick overview of a projects

status and to facilitate management of the overall program. Updating of the Project Schedule Summaries by consultants will help Contract Administrators provide accurate updates to RCTD’s program level schedules. Here is a listing of the standardized tasks and milestones that are currently tracked in RCTD program level schedules.

Inter-Agency Agreements	Right-of-Way Engineering
Fund Authorization - DES/ENV	Right-of-Way Possession
Procure Consultant - DES/ENV	Utility Relocations
Conceptual Design	Encroachment Permits
Project Study Report	Fund Authorization - CON
Right-of-Entry	Award Process
Preliminary Survey	Procure Consultant - CM
Preliminary Design	Construction
Project Report	Final Seal Coat
Environmental Docs	Landscape Establishment
Environmental Permits	Notice of Completion
Final Design (PS&E)	Final Progress Report
Fund Authorization - ROW	Project Close-Out

Standard Schedule Task Titles

Deliverables Tracking List

A deliverable is a tangible or intangible product or service produced as a result of a project that is intended to be delivered to a customer (RCTD). A deliverable could be a report, a document, a software product or any other building block of an overall project. A deliverable differs from a project milestone in that a milestone is a measurement of progress toward an output, whereas the deliverable is the result of the process. On RCTD projects, deliverables refer to items specifically required to be produced or accomplished under the terms of the agreement and represent what the Consultant has promised to deliver. Obtaining the deliverables is the reason the consulting services are obtained and tracking their progress is key to monitoring the contract status. RCTD provides a Microsoft Excel template intended for use by consultants to track the deliverables status.

CONTRACT DELIVERABLES							
PROJECT:						PROGRESS UPDATE NUMBER:	
CONSULTANT:						DATE:	
TASK	DELIVERABLE	STATUS	TARGET	INITIAL SUBMITTAL	LAST SUBMITTAL	REVISION	NOTE
			Date	Date	Date	Seq. No.	
PHASE I: PROJECT APPROVAL / ENVIRONMENTAL DOCUMENT							
1.00 PROJECT MANAGEMENT							
1.10	Project Schedule						
1.20	Quality Control Plan						
2.00 ENVIRONMENTAL							
2.01	Preliminary Environmental Study						
2.02	Initial Study						
2.03	Notice of Preparation						
2.04	Notice of Intent						
2.05	Coordination Plan						
2.06	Cooperating and Participating Agency Letters						
2.07	Scoping Meetings (CEQA)						
2.08	Scoping Meetings (NEPA)						
2.09	Summary of Scoping Meeting comments						
2.10	Historic Property Survey Report						
2.11	Extended Phase I Report						
2.12	Archaeological Evaluation Report						
2.13	Historic Landscape Evaluation Report						
2.14	Finding of Effect						

1st Page of RCTD Deliverables Tracking template

This document, along with the Project Schedule Summary and the Action Item List should be updated and distributed at every PDT meeting.

Invoice Submittals

The consultant submits invoices at an agreed frequency (usually monthly) for the work performed on the contract and in a format provided by the RCTD. Invoice submittals consequently do not generally coincide with the submittal of deliverables. It is therefore necessary to develop a methodology to verify and justify the approval of all invoices submitted for payment.

Invoicing templates have been developed for use by consultants. The invoice template is made up of several individual forms and is a bit complex for an invoice. A separate invoice template for On-call contracts has similar forms but is significantly simplified to reflect the much lower contract dollar value and goal of streamlining On-call work.

Invoice Cover Sheet

The cover sheet provides summary contract and invoicing details, consultant contact information and RCTD approval. The cover sheet is printed on the Consultant's letterhead.

PRINT ON COMPANY LETTERHEAD

CONSULTANT SERVICES INVOICE & PROGRESS SUMMARY																	
SUBMITTED TO: TLMA Accounts Payable PO Box 1805 Riverside, CA 92502	PLEASE MAIL CHECK TO: <div style="border: 1px solid black; padding: 5px; min-height: 20px;"> < engineer's mailing address > </div>																
Reference: Engineering Services Agreement County Project Manager: < name of county pm > Consultant: < name of consulting firm > Contract: Number: < county contract number > Expiration: < date from agreement > Services: < description from agreement >	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #4F81BD; color: white;"> <th colspan="2">COUNTY PAYMENT APPROVAL</th> </tr> </thead> <tbody> <tr> <td>Dept ID:</td> <td style="text-align: center;">3130500000</td> </tr> <tr> <td>Account:</td> <td style="text-align: center;">527980</td> </tr> <tr> <td>Project:</td> <td style="text-align: center;">< county project number ></td> </tr> <tr> <td>Activity ID:</td> <td style="text-align: center;">see Activity Details</td> </tr> <tr> <td>Resource Type:</td> <td style="text-align: center;">CNT</td> </tr> <tr> <td>Signature:</td> <td style="height: 20px;"></td> </tr> <tr> <td>Date:</td> <td style="height: 20px;"></td> </tr> </tbody> </table>	COUNTY PAYMENT APPROVAL		Dept ID:	3130500000	Account:	527980	Project:	< county project number >	Activity ID:	see Activity Details	Resource Type:	CNT	Signature:		Date:	
COUNTY PAYMENT APPROVAL																	
Dept ID:	3130500000																
Account:	527980																
Project:	< county project number >																
Activity ID:	see Activity Details																
Resource Type:	CNT																
Signature:																	
Date:																	
Period: < date from & to > Payment No: < seq num > Invoice No: < consultant num > Amount Due this Invoice: <input style="width: 50px;" type="text"/>																	
SUBMITTED BY: I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.																	
_____ Engineering Project Manager	_____ Date																

Billing Log

This is a sequential log showing the billing history for the contract

BILLING LOG		CONTRACT NO:			
SERVICES: < description from agreement >	< county contract number >				
CONSULTANT: < name of consulting firm >	< seq num >	PAYMENT NO: < seq num >	INVOICE NO: < consultant num >		
PAYMENT PERIOD	AMOUNT BILLED	CUMULATIVE AMOUNT BILLED	% BILLED	% EARNED	PMT NUM
CONTRACT BUDGET:		REMAINING BALANCE:			
					1
					2
					3
					4
					5
					6
					7
					8
					9
					10
					11
					12
					13
					14
					15
					16
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					27
					28
					29
					30
					31
					32
					33
					34
					35
					36

ACTIVITY DETAILS

SERVICES: < description from agreement >		CONTRACT NO: < county contract number >	
CONSULTANT: < name of consulting firm >		PAYMENT NO: < seq num >	INVOICE NO: < consultant num >

CODE	DESCRIPTION	AMOUNT BILLED
Z1000	SURVEY (PHASE A)	
Z1055	Preliminary Survey	
Z1000	DESIGN/ENGINEERING (PHASE B)	
Z1001	Management & Oversight	
Z1005	Conceptual Design	
Z1050	Preliminary Design	
Z1255	Final Design (PS&E)	
Z1500	ENVIRONMENTAL (PHASE C)	
Z1501	Management & Oversight	
Z1510	Document Preparation	
Z1535	Special Studies	
Z1610	Mitigation	
Z1660	Permits / Agreements	
Z2000	RIGHT-OF-WAY (PHASE D)	
Z2035	Right-of-way Engineering	
Z2065	Right-of-way Acquisition / Possession	
Z3000	CONSTRUCTION ENGINEERING (PHASE F)	
Z3005	Construction Contract Bid & Award Processing	
Z3055	Construction Design Coordination	
Z3120	Construction Claims Resolution	
Z3125	As-Built	
TOTAL:		

PROPOSED FUNDING REIMBURSEMENT SOURCES (Info provided by or filled out by Project Manager)

ORDER	FUND	AMOUNT OR %

Activity Details

The form is used to segment the work into a standard work breakdown structure or chart of accounts that is used by RCTD's accounting system to track project expenses.

The form also includes a section that allows Contract Administrators to provide relevant fund source info for the current billing. The fund source info is intended to help the accounting group properly bill for the services that have been provided.

BUDGET SUMMARY & SERVICES PROVIDED

SERVICES: < description from agreement >		CONTRACT NO: < county contract number >	
CONSULTANT: < name of consulting firm >		PAYMENT NO: < seq num >	INVOICE NO: < consultant num >

DOCUMENT	PHASE 1 FIELD	PHASE 2 FILE	PHASE 3 Billing	PHASE 4 Cmt Support	PHASE 5	CONTINGENCY	TOTAL
ORIGINAL AGREEMENT							
AMENDMENTS/MODIFICATIONS							
CURRENT BUDGET							
SERVICES PROVIDED							
• < provide a list of the services that were worked on and/or completed during the invoice billing period >							

Budget Summary & Services Provided

The form provides a summary of the allocated contract budget and includes the original contract amount, all administrative modifications and amendments.

A separate section is provided to allow the Consultant to provide a written description of the services being billed for under the current billing.

Billing Summary

The form provides an overview of the current contract financial status. The information on this form is calculated from other forms in the invoice package and enables the Contract Administrator to verify that the billings don't exceed the work that has been completed.

The Billed vs Earned Value History chart is plotted from the information in provided on the Billing Log sheet.

BILLING SUMMARY

SERVICES: < description from agreement > CONTRACT NO: < county contract number >
 CONSULTANT: < name of consulting firm > PHASE: ALL PAYMENT NO: < seq num > INVOICE NO: < consultant num >

PHASE	CURRENT BUDGET	BILLINGS TO LAST PERIOD	BILLING THIS PERIOD	BILLED TO DATE	REMAINING BALANCE	% BILLED	% EARNED
Phase I (PA & ED)							
Phase II (PS&E)							
Retainage Deduction *							
Retainage Payment *							
Phase II - Retainage							
Phase III (Bid Support)							
Phase IV (Con Support)							
Contingency							
Totals							

* Payment for the final 10% of the PS&E Phase billings can be withheld pending submittal of the 100% package and approval by the County.

BILLED VS EARNED VALUE HISTORY

Invoice

The invoice sheets are the part of the invoice that identifies what the Consultant's bill is. These forms have been organized consistent with the Fee Proposal Worksheets that are used to prepare the contract budgets. The invoice sheets will include a summary sheet and a sheet for each phase of the contract. Consultants should not exceed the budget in any phase without written authorization to do so.

INVOICE

SERVICES: < description from agreement > CONTRACT NO: < county contract number >
 CONSULTANT: < name of consulting firm > PHASE: ALL PAYMENT NO: < seq num > INVOICE NO: < consultant num >

BILLING CATEGORIES	CURRENT BUDGET	BILLINGS TO LAST PERIOD	BILLING THIS PERIOD	BILLED TO DATE	% BILLED	REMAINING BALANCE
LABOR						
Staff Salaries						
Overhead & Payroll Addives	100.00%					
Fee						
DIRECT EXPENSES						
< direct expense item 1 >						
< direct expense item 2 >						
< etc. >						
OUTSIDE SERVICES						
< sub consultant 1's name >						
< sub consultant 2's name >	<DBE>					
< etc. >						
ADJUSTMENTS						
TOTALS						

In addition to the Invoice forms package, consultants will need to provide relevant supporting documentation for their billings. Other items include:

- Either copies of timesheets or computer generated reports showing the time each staff member worked on the project.
- Receipts for direct cost items
- Copies of sub-consultant invoices.

The Contract Administrator reviews and approves payment requests based on satisfactory project progress and in accordance with contract payment criteria. Accounting personnel will assist with reviewing the calculations and completeness of invoice documents and for verifying compliance with County policies and requirements. Costs incurred prior to the authorization date or when work is not authorized (stop-work periods) are usually not eligible for reimbursement.

The contract boilerplate, prepared for engineering services, includes the implementation of a retainage fee. This fee is typical 10% of the Final PS&E phase and is withheld after 90% of the approved Final PS&E budget has been expended. For engineering design services this is intended to assure that the contract budget is not completely spent prior to approving and endorsing a final contract plan package.

Product Delivery, Review, and Acceptance

The Contract Administrator will receive all work product and deliverables submitted by the consultant. In order to assure that the final product is of acceptable quality it is imperative that product delivery be routed for review to relevant technical groups. The Contract Administrator is therefore responsible for making certain that submittals are distributed to the appropriate reviewing parties.

DESIGN REVIEW ROUTING SHEET		
PROJECT	WORK ORDER	DATE: September 27, 2016
PROJECT MANAGER		DATE DUE: October 27, 2016
SUBMITTAL DOCUMENTS		
NOTES		
DISTRIBUTION LIST		
TECHNICAL DISCIPLINES	STAFF	NOTES
<input checked="" type="checkbox"/> Traffic	Dowlin Tsai	
<input checked="" type="checkbox"/> Structures	Tayfun Saglam	
<input checked="" type="checkbox"/> Survey	Ed Hunt	
<input checked="" type="checkbox"/> Utilities	Hermino Garcia	
<input checked="" type="checkbox"/> Construction	Hugh Smith	
<input checked="" type="checkbox"/> Materials Lab	Elmer Datuin	
<input checked="" type="checkbox"/> Contracts	Joel Jimenez	
<input checked="" type="checkbox"/> Operations	Paul Russell	
<input checked="" type="checkbox"/> Environmental	Marcia Rose	
<input checked="" type="checkbox"/> Water Quality	Claudia Steiding	
<input checked="" type="checkbox"/> Planning	Alan French	Drainage
<input type="checkbox"/> Design	Michael Muetting	
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

cc: Khalid Nasim

Design Review Routing Sheet template

Functional Division shall perform appropriate reviews and transmit comments back to the Contract Administrator.

Review Comments					
PROJECT NAME: Name				PROJECT NUMBER A0-0000.00	
SUBMITTAL: Submittal		DISCIPLINE: Discipline	REVIEWED BY: Reviewer	DATE: Date	
ACTION: 1= WILL COMPLY 2= DISCUSS/CLARIFY 3= DIRECTION REQUIRED 4= NOT APPLICABLE 5= NO CHANGE STATUS: R = RESOLVED U = UNRESOLVED					
NO	REFERENCE DOC/PAGE/ITEM	COMMENTS	RESPONSES		
			RESPONSE OR ACTION TAKEN	ACTION	STATUS
1	Doc Pg X	Comment header Comment text Comment header 2 Comment text 2			
2					
3					
4					
5					
6					
7					

Comment Submittal Form

The Contract Administrator shall compile the comments into a single comment package and return consolidated comments to the consultant.

It is important that all appropriate reviewers receive the opportunity to review plan submittals. This may also include departments of the County other than the Transportation Department or other agencies such as Caltrans.

Quality Control

The contract boilerplate includes provisions requiring consultants to have a quality control plan in effect during the entire time services are being performed under the contract.

Administration

Administrative monitoring of the project includes verification that the consultant is: (1) complying with the terms and conditions of the contract, (2) processing requests for payment, (3) processing modifications to the contract, and (4) responding to requests for assistance. Monitoring activities should be appropriately documented by the Contract Administrator or contract manager. Other documents and processes which are the responsibility of the Contract Administrator or contract manager are as follows:

On-call Work Assignment Packages

When it has been determined that a Consultant is needed to provide services through an On-call contract, the Consultant and the RCTD Project Manager need to prepare a Work Assignment Package. Each Work Assignment Package will contain the following:

- Assignment Approval Route Sheet
- Log of Assignments
- Scope of Services
- Fee & Man-hour Proposal

The Consultant will provide a Fee & Man-hour Proposal consistent with the services required and the Contract Administrator will negotiate/validate the amount to assure it is fair and reasonable. The Contract Administrator is responsible for preparation of the Assignment Approval Route Sheet and Log of Assignments. These documents are combined with the Scope of Services and Fee and Man-hour Proposal to make a complete Work Assignment Package. Any required deadline for completion of the services should be identified in the package. The final package is first approved by the Consultant and is then routed for approval through RCTD staff.



September 27, 2016

xxCONSULTANTxx

Contract No.: xx-xx-xx

Contract Budget: \$XXX,000 per year max

DATE	ASSIGN NO.	ASSIGNMENT	BUDGET AMOUNT	REMAINING BUDGET



September 27, 2016

On-call Consulting Services - Assignment Approval Route Sheet

Services Provided by: xxCONSULTANTxx

Under On-Call Services Contract No.: xx-xx-xx (approved xxxxxx)

Available Budget:

Remaining Budget with Assignment included:

Assignment Details

ASSIGNMENT DESCRIPTION:		ASSIGNMENT NO:	DATE:
BUDGET AMOUNT:	FUND SOURCE:	PROJECT NO: (if any)	
COMMENTS:			

APPROVALS:

ENGINEER:	COUNTY:
TITLE: _____	PROJECT MANAGER: TYPE PM NAME HERE _____ DATE: _____
PRINTED NAME: _____	CONTRACT MANAGER: KHALID NASIM _____ DATE: _____
SIGNATURE: _____ DATE: _____	FISCAL: ED COOPER _____ DATE: _____
	DEPUTY DIRECTOR: MOJAHED SALAMA _____ DATE: _____
	DIRECTOR: PATRICIA ROMO _____ DATE: _____

DISTRIBUTION:
 ENGINEER PROJECT MANAGER CONTRACT MANAGER (Original) ACCOUNTS PAYABLE TRANS BILLING TIP GROUP

On-call Work Assignment Approval Route Sheet & Assignment Log

Modifications

When changed conditions or extra work occurs on a project, a contract modification should be executed to address those changes. While a well-detailed scope of services will reduce the need for modifications, design is a discovery process and changes will occur. Modifications are generally used to authorize changes in the project schedule, budget, and/or scope of services.

Modifications are generally not required to address minor changes, which are compatible with the scope of services. However, a record of minor changes should be kept. Minor changes can accumulate to the point where a significant impact could occur.

Consultants are generally allowed to adjust for the actual cost for cost items within a Phase. For example, if the hours of one employee exceeds the budgeted amount but the hours of another have decreased and the overall cost for the Phase remains below the budgeted amount for that Phase, then the Consultant can bill the modified amounts without specific authorization with the following caveats:

- Sub-consultant work cannot be modified such that the overall work performed by sub-consultants as a whole exceeds 50% of the contract amount.
- Changes in sub-consultant compensation can't be detrimental towards fulfillment of DBE goals and requirements if they exist.

If a modification is needed that will require moving funds between phases or requires usage of contingency funds (contingency funds are not allowed if services are paid using Federal Aid funds) then an Administrative Budget Modification package will need to be approved by RCTD.

Consulting Services Contract • Administrative Budget Modification

This form is provided to document the authorization and use of contingency funds or the transfer of funding from one Phase to another on a consulting services contract.

PROJECT: <Title> PROJECT NO.: <Num>
CONSULTANT: <Name> CONTRACT NO.: < Num>

	PHASE 1 PAID	PHASE 2 P.S.E	PHASE 3 Bidding	PHASE 4 Cont Support	PHASE 5	CONTINGENCY	TOTAL
Contract Budgets							
Prior Amendments (No. <?>)							
Prior Administrative Changes (No. 1-<?>)							
Current Approved Budget							
Proposed Administrative Changes (No.<?>)							
Proposed Budget							
Total Contingency Used _____							
Total Funds Moved between Phases _____							
Grand Total *							

APPROVALS:

CONTRACT ADMINISTRATOR: _____ DATE _____
<NAME>

DIVISION MANAGER: _____ DATE _____
KHALID NASIM

DIRECTORS OFFICE: _____ DATE _____
PATRICIA ROMO

* NOTE: Directors Office signature required if total amount of funds moved plus contingency used is greater than \$25,000.

Administrative Budget Modification coversheet

The Consultant typically initiates an Administrative Budget Modification. The Consultant submits a written request along with a scope and fee proposal that stipulates what funds need to be transferred. The Contract Administrator should acknowledge the need for a modification and prepare the modification package. The package should include the following:

- An Administrative Budget Modification coversheet;
- Written request from Consultant on company letterhead with justification for moving the funds;
- Scope of services to be performed with the transferred funds;
- Fee Proposal showing the budget modifications.

If the consultant initiates a modification or feels that there may be deviations from the contracted scope of services that will result in a cost that will exceed the total authorized contract budget, the consultant should provide to RCTD a written justification, scope, and cost proposal. Approval of the additional funds and modification to the contract will require execution of an amendment to the agreement by the County Board of Supervisors. In some cases, the Board may delegate limited authority to the Director of Transportation to approve certain amendments. Usage of the Administrative Budget Modification process may be applicable in cases where the Director of Transportation is authorized to approve an amendment.

The following parameters should be followed when considering a contract modification:

- A modification should be prepared, processed, and executed by all parties to the contract prior to authorizing work.
- While there is no specific limit on the amount by which a contract may be modified, the agency should guard against unrelated and/or major changes. The changes should be closely related to the original scope of work. If the changed condition is for work outside the original scope, a new procurement may become necessary.
- If a time extension is required to complete the authorized work, a contract modification should be executed prior to the expiration date of the contract. Depending on the reason for the time extension, a cost adjustment may also be warranted.
- The Consultant should notify the agency immediately if at any time during the contract period it appears that additional compensation will be a possibility. Requests for additional compensation should be analyzed by examining the consultant's progress and justification. Justifications may include a change in the character or complexity of the work or extra work required by the RCTD.
- If the work authorized by the contract is increased or decreased, or if the character of the work is revised, a modification to the contract may be required. Modifications should not be used to add unrelated work from that authorized by the original scope of services.

- Decreases in the scope of services, the contract time, or the maximum amount payable may occur. A modification should be processed to document these changes. The Contract Administrator needs to take the initiative when there is a significant decrease in scope of services. Generally, a consultant is slow to react to budget reductions.

The Contract Administrator and contract manager should ensure that an actual change in the scope of services has occurred and that the modification is not a result of rework or unsatisfactory work on the part of the consultant. Modifications should be in compliance with the terms and conditions of the contract.

Insurance

The Engineering Services Agreement boilerplate (appendix C) includes insurance requirements. The Consultant is required to show proof of insurance coverage under the terms and conditions of the contract prior to Notice to Proceed. Certificates of insurance should be retained in the contract file for the duration of the contract. In the event the consultant's coverage is canceled or expires, work should be stopped until the insurance is reinstated and proof furnished to the agency.

Maintaining the Contract File

RCTD should maintain a contract file for the purpose of making audits, excerpts, transcriptions, or examinations. In addition, all consultants are required to keep records of all work and documents for a period of not less than three years after a project is closed out. It is obviously beneficial to the Contract Administrator and to RCTD if the Consultants maintain the project files in a consistent and uniform manner. RCTD has developed a filing system generally consistent with Caltrans Uniform Filing System. Some modifications have been made to address the fact that RCTD is not Caltrans and some modifications have been made to simplify the filing system. Many, if not most, of the Consultants used by RCTD also perform work for Caltrans. As a result, these firms are often already familiar with the Caltrans Filing format. It is recommended that Consultants maintain a filing system using either the Caltrans Uniform File System or the modified RCTD system. The format and

structure of the RCTD Filing Format is provided in Appendix I (Uniform Filing System) for reference.

Stop-Work Notification

In the event that the consultant's performance is unsatisfactory, or it is deemed in the best interest of the agency to cease work on a project, a written stop-work notification should be issued to the consultant. The consultant may not proceed with work on the project unless a subsequent authorization to proceed is given. If it is determined to be in the best interest of the agency to stop work or terminate the contract, it should be done in compliance with the terms and conditions stated in the contract.

Post-Design Services

The designer should be available during the construction phase to promptly answer questions and address issues concerning the project design intent. The Contract Administrator should ensure that communication among the consultant, Contract Administrator and construction staff is facilitated. This will allow problems to be resolved quickly and at the lowest possible level. On many projects it may be advisable to include in the contract, or in a separate agreement, a provision for use of the design consultant to review shop drawings and to respond to design issues that may arise during construction.

Errors and Omissions

In the event a design error or omission exists, the consultant should be informed as soon as possible and given an opportunity to provide any information deemed appropriate toward resolution.

Contract Closeout

Following acceptance of the work and final audit if needed, the agency closes the contract file. It is recommended to close out consultant contracts quickly. However, such closeouts should be delayed until after physical construction of the project is completed. Waiting for project completion will ensure the consultant's availability should problems arise or the need for change occurs.

Final Payment

Final payment to the consultant is made prior to or in conjunction with closeout. Closeout may involve release of retainage or guarantees.

Performance Evaluation

The Contract Administrator may evaluate the consultant's performance as part of the contract closeout.

