

SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

CONSULTANT SERVICES MANUAL



2021



Approved by FHWA on November 1, 2021

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INDEX

Chapter	Section	Title	PAGE
		ACRONYMS	i
		DEFINITIONS	ii
I.		INTRODUCTION	1
II.		RETAINER CONTRACT	2
	A.	Retainer Contract Process	2
	B.	Ranking Process	5
	C.	Agreements	7
	D.	Interim Year Process	9
III.		CONTRACTING PROCESSES - POLICY	12
	A.	Contract Types	12
	B.	Project Manager	14
	C.	Selection Method	14
	D.	Proposal Review Committee	15
	E.	Interview of Short-listed Consultants and Final Ranking Process	17
	F.	Selection by Consent	17
	G.	Subcontracts	17
	H.	Emergency Projects	18
IV.		CONSULTANT SELECTION	18
	A.	Basic Steps for Consultant Selection	18
	B.	Tier A	20
	C.	Tier B	22
	D.	Tier C	22
	E.	Tier D	24
	F.	Tier E	27
V.		WORK ORDERS AND TASK ORDERS	32
	A.	Work Orders: Construction Miscellaneous	32
	B.	Work Orders: Notice to Proceed – Verbal Notification, Amendments to Work Orders, Change of Scope or Additional Work, Authorization of Additional Work – Verbal Notification	33
	C.	Work Orders: Time Extension, Contract Administration, Inspection and Testing: Change of Scope and Time Extensions	35
	D.	Task Orders	36
	E.	Work Order Process – State Projects	37
	F.	Work Order Process – Local Public Agency Projects	39
	G.	Task Order Process – Local Public Agency Projects	43
	H.	Monetary Amendments to Work Orders	45
	I.	Time Extensions to Work Orders	47
VI.		CONTRACT FEE TYPES	48
	A.	Cost Plus Fixed Fee	48
	B.	Unit Price	48
	C.	Lump Sum	48
	D.	Specific Rates of Compensation	48
VII.		MANAGING THE CONTRACT	49
	A.	Accounting Principles from 23 CFR 172.11	49
	B.	Invoices	54
	C.	Payment Requests and Progress Reports	55
	D.	Retainage	55
	E.	Revisions	56
	F.	Overtime	56
VIII.		CONTRACT MONITORING AND EVALUATION	57
IX		CONTRACT OR WORK ORDER TERMINATION	58
X.		CONTRACT CLOSURE/AUDIT REQUIREMENTS	58
XI.		CONFLICT OF INTEREST	61
	A.	Construction Engineering and Design by Same Consultant	61

	B.	Employment of Former State Employees	61
	C.	Contract Conflict of Interest	61
XII.		INSURANCE	61
XIII.		CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION	64
APPENDIX FORM			
A		CONSULTANT INTERVIEW FORMAT WORKSHEET	65
B	924	DERIVATION OF PROFIT (FIXED FEE)	69
C		SMALL PURCHASE PROCEDURES, FEDERAL-AID (TIER A)	72
D		RANKING CRITERIA FOR SOI	75
E		REQUEST FOR SOI FORM	77
F		EMAIL STATEMENT OF INTEREST (SOI) INVITATION TO CONSULTANTS	80
G		SOI COVER PAGE	82
H		REQUEST FOR PROPOSAL	84
I		EMAIL REQUEST FOR PROPOSAL (RFP) INVITATION TO CONSULTANTS	86
J	918	CONSULTANT WORK ORDER COST BREAKDOWN EXAMPLE	88
K	917	WORK ORDER FORM	90
L		TASK ORDER FORM	94
M	904	DOT PAYMENT VOUCHER	98
N		CERTIFICATE OF INSURANCE EXAMPLE	101
O	996	WORK ORDER CLOSURE NOTICE FORM	103
P	925	PREQUALIFICATION FORM	105
Q	909	CONSULTANT EVALUATION FORM	114
R	121	AGREEMENT AND WORK ORDER COVER SHEET	117
S		PROPOSED KEY PERSONNEL TO BE USED ON PROJECT	119
T		GENERAL CONFLICT OF INTEREST FORM	121
U		TIME EXTENSION AMENDMENT LETTER EXAMPLE	123

ACRONYMS

Below is a list of frequently used acronyms related to SDDOT Consultant Services.

CADD	Computer Aided Drafting and Design
CFR	Code of Federal Regulations
CPFF	Cost Plus Fixed Fee
DBE	Disadvantaged Business Enterprise
FAR	Federal Acquisition Regulations
FHWA	Federal Highway Administration
FTR	Federal Travel Rates
GSA	General Services Administration
ICE	Independent Cost Estimate
ID/IQ	Indefinite Delivery/Indefinite Quantity
LGA	Local Government Assistance
LGC	Local Government Contact
LPA	Local Public Agency
NTP	Notice to Proceed
OPM	Office of Procurement and Management
PE	Professional Engineer
PM	Project Manager
QBS	Qualifications Based Selection
QC/QA	Quality Control/Quality Assurance
RFP	Request for Proposal
RFQ	Request for Qualifications
RSOI	Request for Statement of Interest
RCL	Retainer Contract List
SBC	Selecting by Consent
SDDOT	South Dakota Department of Transportation
SOI	Statement of Interest
SOQ	Statement of Qualifications
STA	State Transportation Agency
STIP	Statewide Transportation Improvement Program
UAS	Unmanned Aircraft Systems
WBE	Woman in Business Enterprise

DEFINITIONS

Audit - a formal examination, in accordance with professional standards, of a consultant's accounting systems, incurred cost records, and other cost presentations to test the reasonableness, allowability, and allocability of costs in accordance with the Federal cost principles (as specified in 48 CFR part 31).

Cognizant Agency - any governmental agency that has performed an audit in accordance with generally accepted government auditing standards to test compliance with the requirements of the Federal cost principles (as specified in 48 CFR part 31) and issued an audit report of the consultant's indirect cost rate, or any described agency that has conducted a review of an audit report and related work papers prepared by a certified public accountant and issued a letter of concurrence with the audited indirect cost rate(s). A cognizant agency may be any of the following:

(1) A Federal agency;

(2) A State transportation agency of the State where the consultant's accounting and financial records are located; or

(3) A State transportation agency to which cognizance for the particular indirect cost rate(s) of a consulting firm has been delegated or transferred in writing by the State transportation agency identified in paragraph (2) of this definition.

Competitive Negotiation - qualifications-based selection procurement procedures complying with 40 U.S.C. 1101-1104, commonly referred to as the Brooks Act.

Consultant - the individual or firm providing consulting services as a party to a contract.

Consultant Retainer Contract Selection Committee - committee which selects the consultants for the retainer contract. The committee is comprised of voting and nonvoting representatives. Members include the managers of the following offices, all with voting rights: Road Design; Bridge Design; Project Development; Administration; Materials and Surfacing; Air, Rail and Transit; Operations Support; Legal; Right of Way; and the Secretary of Transportation. A representative from the Audit office is included but has nonvoting rights.

Consultant Services - the professional services arising out of a vocation, calling, occupation or employment involving specialized knowledge, labor, or skill. The term does not include services described in SDCL 5-18D-21.

Contract - a written procurement contract or agreement between a contracting agency and consultant and includes any procurement subcontract under a contract.

Contracting Agencies - a State transportation agency or a procuring agency of the State acting in conjunction with and at the direction of the State transportation agency, other recipients, and all subrecipients that are responsible for the procurement, management, and administration of engineering and design related services.

Contract Modification - an agreement modifying the terms or conditions of an original or existing contract.

Engineering and Design Related Services:

(1) Program management, construction management, feasibility studies, preliminary engineering, design engineering, surveying, mapping, or architectural related services with respect to a highway construction project subject to 23 U.S.C. 112(a) as defined in 23 U.S.C. 112(b)(2)(A); and

(2) Professional services of an architectural or engineering nature, as defined by State law, or environmental and right of way acquisition services, which are required to or may logically or justifiably be performed or approved by a person licensed, registered, or certified to provide the services with respect to a highway construction project subject to 23 U.S.C. 112(a) and as defined in 40 U.S.C. 1102(2).

Federal Cost Principles - the cost principles contained in 48 CFR part 31 of the Federal Acquisition Regulation for determination of allowable costs of commercial, for-profit entities.

Fixed Fee - a sum expressed in U.S. dollars established to cover the consultant's profit and other business expenses not allowable or otherwise included as a direct or indirect cost.

Local Public Agency (LPA) - any county, Metropolitan Planning Organization, town, or city government.

Master Retainer Agreement - an agreement between the SDDOT and a consultant on the retainercontract list.

Noncompetitive - the method of procurement of engineering and design related services when it is not feasible to award the contract using competitive negotiation or small purchase procurement methods.

One-year Applicable Accounting Period - the annual accounting period for which financial statements are regularly prepared by the consultant.

Project - a defined scope of work for consultant services.

Proposal Review Committee - the committee comprised of a minimum of three members. The Proposal Review Committee will have an odd number of members and may consist of members primarily from the requesting office but must include at least one program manager from another office.

Retainer Contract List (RCL) - a compilation of the names of consultants the SDDOT has determined, based on evaluation of requests for proposals, are qualified to provide retainer consultant services. Based on the expected needs of the SDDOT, the list of qualified consultants in each category may be limited to a specific number of the top ranked consultants.

Retainer Contract Services - the Consultant services that fall within one or more categories of work and for which SDDOT has entered into a master retainer agreement.

Request for Proposal (RFP) - a requested submission from a consultant containing all information and requirements necessary to compete for solicited services.

Request for Qualifications (RFQ) - a requested submission from a consultant of the consultant's qualifications to be used in the prequalification selection process for the retainer contract list.

Scope of Work - all services, work activities, and actions required of the consultant by the obligations of the contract.

Selecting by Consent (SBC) - to select a consulting firm based on the willingness of all committee members to accept a decision reached by a collaborative process.

Small Purchases - the method of procurement of engineering and design related services where an adequate number of qualified sources are reviewed, and the total contract costs do not exceed an established simplified acquisition threshold.

Small Purchase Contract - an instrument that may be used if the proposed expense is under \$50,000. For federal-aid contracts, a minimum of three consultants shall be contacted. These conditions are described in 23 C.F.R. 172.7(a)(2) and 49 C.F.R. 18.36(d)(4).

Statement of Interest (SOI) - a submission by a consultant stating the consultant's interest in a specific scope of work. The SDDOT will issue a request for SOIs by using the Request for Statement of Interest Form in Appendix B, or DOT Form 920: Notice for Statement of Interest. The SOI will be evaluated by the Proposal Review Committee.

State Transportation Agency (STA) - department or agency maintained in conformity with 23 U.S.C. 302 and charged under State law with the responsibility for highway construction (as defined in 23 U.S.C. 101); and that is authorized by the laws of the State to make final decisions in all matters relating to, and to enter into, all contracts and agreements for projects and activities to fulfill the duties imposed by title 23 United States Code, title 23 Code of Federal Regulations, and other applicable Federal laws and regulations.

Sub-Consultant - the individual or firm contracted by a consultant to provide engineering and design related or other types of services that are part of the services which the consultant is under contract to provide to a recipient (as defined in 23 CFR 200.86) or sub-recipient (as defined in 2 CFR 200.93) of Federal assistance.

Task Order is like a work order, but is used by a Local Public Agency (LPA) to utilize the state's retainer contract, even though they are not a party to the contract.

Work Order - a project-specific instrument between the SDDOT and a consultant that establishes payment, scope, and time frames for work to be conducted in accordance with the corresponding master retainer agreement.

CONSULTANT SERVICES MANUAL

I. INTRODUCTION

The [Code of Federal Regulations 23 CFR Part 172](#) requires that the South Dakota Department of Transportation (SDDOT) have a policy regarding the procurement of consultant services. SDDOT Policy No. DOT-P&E-AD-1.4 Procuring Consultant Services is to be used in conjunction with this Consultant Services Manual (Manual). This Manual is to be used by SDDOT, Local Public Agency (LPA) staff and the consultant community as the handbook to secure consultant services.

The use of outside Consultants provides value to SDDOT and LPAs by:

- Allowing SDDOT to adjust to fluctuations in project delivery due to such things as variations in state and federal budgets, staff workload, natural disasters, and for complex or sensitive projects; and
- Providing specialized technical assistance not available within SDDOT.

The 23 CFR Part 172.1 defines engineering and design related services as program management, construction management, feasibility studies, preliminary engineering, design engineering, surveying, mapping, or architectural related services with respect to a highway construction project. In addition, the department contracts for other professional services such as environmental studies and wetland mitigation; right of way appraisal and negotiation; media consultants; videographer services; graphic design; and drone technology.

Consultant services must be procured and administered following the procedures in this manual, whether federal aid is involved, unless specifically exempted.

The SDDOT utilizes on-call or indefinite delivery/indefinite quantity contracts which are renewed every three years. These are referred to as Retainer Contracts. Retainer Contracts are for the performance of services for several projects, using work orders issued on an as-needed basis, and may be for several categories of services. The categories of service may vary from contract to contract and year to year depending on the projected workload. The Retainer Contract List (RCL) is developed for each work type. The work types include:

LOCAL CATEGORIES	Building Architecture
Airport Planning and Design	Construction Administration/Inspection/Testing
Bridge Design	Environmental Studies
Bridge Inspection	Geotechnical Services
Geotechnical Services	Hazardous Waste/Petroleum Contamination Testing
Roadway Design	Historic Preservation
Railroad Planning, Design, and Construction Admin	Land Surveying
Transportation Planning	Landscape Architecture
	Photogrammetry and LiDAR Surveys
STATE CATEGORIES	Public Information/Public Relations
Archaeology/Paleontology	Real Estate Services
Bridge Design	Roadway Design
Bridge Evaluation/Testing	Subsurface Utilities Exploration
Bridge Hydraulics/Hydrology	Transportation Planning
Bridge Inspection	Unmanned Aerial
Bridge Protective Coating	Wetland Delineation/Mitigation

These categories of service may be further broken down into categories for State projects and Local projects. The LPA's may choose firms from either the State or Local categories. However, for State projects, only consultants from the State categories may be chosen.

Under [SDCL 5-18D-17 to SDCL 5-18D-22](#), requests for proposal for professional services must be submitted to the Bureau of Administration Office of Procurement Management (OPM) for publication on its [electronic procurement system](#). The State law applies to contracts of more than \$50,000. The federal regulation 23 CFR Part 172 applies to contracts more than \$250,000. Due to the overlap in the regulations, the state law governs for contracts between \$50,000 and \$250,000, because it has a lower threshold.

This manual does not apply to consultant services used by the SDDOT Office of Research. That office has a separate policy. It also does not apply to SDDOT building projects administered through the South Dakota State Engineer's Office.

II. RETAINER CONTRACT

A. Retainer Contract Process

The Retainer Contract List (RCL) is a list of pre-qualified firms which can assist SDDOT and Local Public Agencies with projects, as needed. It follows the On-Call or indefinite delivery/indefinite quantity (ID/IQ) rules in 23 CFR Part 172.9. The maximum total amount that may be awarded under a contract is \$20,000,000.

Every three years, SDDOT develops a Request for Qualifications (RFQ) for all interested Consultants to submit new Statements of Qualifications (SOQs) in specific Work Categories. Each RCL period begins on January 1 and ends three years later, on December 31st.

In addition, SDDOT will conduct annual interim SOQ advertisements for inclusion in the remainder of the contract. Consultants that previously applied for a particular category are excluded from interim reapplication in that category unless significant changes have been made. The qualifications documents must clearly state the nature of the significant change. These interim contracts will terminate when the three-year cycle for the program ends. The interim SOQs submitted will be ranked, and the interim SOQ must score higher than the lowest scoring firm on the RCL in order to be added.

In order to complete all of the ranking and contract processes, the RFQ process begins in March of the year the contracts expire. The RFQ advertisement includes a listing, description, and estimated number of Consultants that may be initially selected for each Work Category, which assists Consultants in preparing an SOQ for SDDOT. Consultants must submit a DOT Form 925 as shown in Appendix P for each of the Work Categories matching their expertise. All Consultant submittals are evaluated and scored on the same criteria: expertise, capabilities, and technical competence; resources available and workload capacity; past performance; quality of past work; personnel qualifications and staff capabilities; ability to perform the work within time constraints; organization and approach to accomplishing the assignment; local presence if applicable; and professional licensure if applicable. SDDOT assembles teams to review and score specific Work Category SOQs. A minimum of two people will rank each category.

SDDOT posts the RFQ online, posts to the South Dakota Office of Procurement and Management website, advertises in 5 newspapers, emails to firms currently on the RCL, and notifies Consultants of its availability through email updates. This advertisement usually starts in May prior to the January beginning contract date. Interim year advertisements will start in July for inclusion on the RCL each following year for the remainder of the contract. The deadline for submitting SOQs is identified in the RFQ.

SDDOT encourages prime Consultants to use Disadvantaged Business Enterprise / Women Business Enterprises (DBE/WBE) as sub-consultants. SDDOT also encourages DBE/WBEs to respond to the RFQ. However, SDDOT has no specific DBE/WBE goal or additional points for participation. The use of quotas or exclusive set-asides for DBE consultants is prohibited, as specified in [49 CFR 26.43](#)

Qualification in the RCL does not guarantee project work or work orders. Consultants must market their firm, project team, and capability in order to demonstrate their ability to provide services for SDDOT and local government entities using the SDDOT RCL. There is no restriction on a prime consultant regarding the selection of sub-consultants, so marketing sub-consultant work is also the responsibility of each individual firm.

Table II-A REQUEST FOR QUALIFICATION PROCESS

RESPONSIBILITY	ACTION
<p>SDDOT CONSULTANT SERVICES COORDINATOR</p>	<ol style="list-style-type: none"> 1. Every three years, beginning in March, begin the process of updating the SDDOT RCL. 2. Contact the Program Managers of Administration, Bridge Design, Road Design, Project Development, Right of Way, Materials and Surfacing, Operations Support, and Air-Rail-Transit to determine if the retainer contract categories of service definitions need to be changed or categories added, and approximately how much work is expected or how many Consultants per category will be needed. Set a date for when this information is to be submitted. 3. Send the ranking criteria to the Consultant Retainer Contract Selection Committee for their review and adjust the ranking criteria and points per comments received. Firms will be ranked on the following criteria: <ol style="list-style-type: none"> a. <i>Expertise, capabilities, and technical competence.</i> b. <i>Resources available and workload capacity.</i> c. <i>Past performance.</i> d. <i>Quality of past work.</i> e. <i>Personnel qualifications and staff capabilities.</i> f. <i>Ability to perform work within time constraints.</i> g. <i>Organization and approach to accomplishing the assignment.</i> h. <i>Local presence if applicable (not to exceed 10% of the total evaluation).</i> i. <i>Professional licensure if applicable.</i> 4. The participation of qualified and certified Disadvantaged Business Enterprise (DBE) sub-consultants may be used as a nominal evaluation criterion where appropriate. 5. Prepare an estimated schedule for the procurement process and establish a submittal deadline for responses to the RFQ that provides sufficient time for interested consultants to receive notice, prepare, and submit a proposal, which except in unusual circumstances, shall be not less than 21 calendar days from the date of issuance of the RFQ. 6. Send RFQ to firms for SDDOT work. 7. In addition to sending out RFQ, advertise the SDDOT’s interest in obtaining professional services in at least five major South Dakota newspapers at least once a week for two weeks. Allow a minimum of three weeks from advertisement date to due date for qualification information. Request Affidavit of Publication for the file. 8. Fill out the Bureau of Administration, OPM request for proposal template with the same information used in the email and newspaper advertisements, plus the procedures for solicitation and award of the master retainer agreement. Consider advertising in national publications. 9. Submit the completed OPM document to the Assistant Director at the OPM. 10. Include all the following in the RFQ and advertising text: <ol style="list-style-type: none"> a. Categories of services desired by SDDOT. b. A statement that consultant firms can apply to be considered in one or more categories. c. A statement that firms must furnish sufficient evidence of competence in services they wish to provide. d. An approximate number of firms that will be selected for each category. e. Blank copy of the prequalification form, DOT-925 as shown in Appendix P. f. Ranking criteria list. g. Deadline for receiving applications.

<i>CONSULTANT</i>	<ol style="list-style-type: none">1. Complete the DOT-925 form for each category of interest by the deadline.2. Submit the information electronically in pdf format as an attachment to an email to the SDDOT Consultant Services Coordinator.
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B. Ranking Process

Once all of the qualification documents are received, the SDDOT will go through a ranking process to determine which firms will be placed under contract.

In interim years, the new consultants must score equal to or greater than the lowest consultant previously approved. When staff changes occur and different people are doing the interim ranking, they must review the prior rankings to determine the critical items considered previously for their category.

Table II-B. RANKING PROCESS

RESPONSIBILITY	ACTION
SDDOT CONSULTANT SERVICES COORDINATOR	<ol style="list-style-type: none"> 1. Sort the qualification application information provided by the firms by category of service and store them in a folder accessible to all pertinent staff. 2. Prepare and present training on the Consultant firm evaluation process for the Consultant Selection Committee. 3. Send the Consultant Retainer Contract Selection Committee a link to the information about the firm’s qualification applications for the categories of services used by their respective offices, ranking sheets, and a deadline for when the ranking is to be completed. 4. Organize a meeting date for the Consultant Retainer Contract Selection Committee to meet and review the ranked qualification applications.
SDDOT CONSULTANT RETAINER CONTRACT SELECTION COMMITTEE	<ol style="list-style-type: none"> 1. Utilize a minimum of two people to evaluate each category during the ranking process. The rankers are not necessarily members of the Contract Selection Committee but may be staff who oversee consultant work orders or contracts. 2. Rank firms on these criteria for each category of services: <ul style="list-style-type: none"> ➤ Experience. ➤ Past performance evaluations, if available. ➤ Quality of past work. ➤ Personnel qualifications. ➤ Ability to perform work within time constraints. ➤ Organization and approach to accomplishing the assignment. ➤ Local presence if applicable. ➤ Professional licensure if applicable. 3. Submit recommended lists of ranked firms to the Consultant Services Coordinator by the deadline. 4. At the Consultant Retainer Contract Selection Committee meeting, based on the rankings and prequalification information, and, with the concurrence of Program Managers, develop lists of selected firms, considering factors such as funding, workload, advertised goals, and evaluation of the scores. 5. Submit the ranked list and recommendations to the Secretary of Transportation.
SECRETARY OF TRANSPORTATION	<p>Approve or disapprove lists of selected firms.</p>
SDDOT CONSULTANT SERVICES COORDINATOR	<ol style="list-style-type: none"> 1. Notify firms that they have or have not been selected, based on submitted qualifications, to provide a category or categories of service under a master retainer contract. 2. Submit the list of successful firms to the Legal Office to check their business status with the Secretary of State’s Office. Track which firms have complied with Secretary of State requirements. 3. Distribute approved lists to Program Managers and Area Engineers. 4. Develop a data base which includes approved category of work, contact information, application/selection data. 5. Retain all supporting documentation on the solicitation, proposal, evaluation, and selection of

	the Consultant for not less than 3 years from the approval date of the final voucher with FHWA for the final project payment under each retainer contract. All documents will be scanned into DOT-070 in File Director and any paper copies may then be destroyed.
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C. Agreements

Agreements are written with each selected firm. See Table II-C for process.

Table II-C. AGREEMENTS

RESPONSIBILITY	ACTION
SDDOT CONSULTANT SERVICES COORDINATOR	Beginning in March of every third year, circulate the DOT-900 Master Retainer Agreement for review and comment by the Consultant Retainer Contract Selection Committee.
SDDOT CONSULTANT RETAINER CONTRACT SELECTION COMMITTEE	Review and comment on the draft agreement and return to the Consultant Services Coordinator by the deadline.
SDDOT CONSULTANT SERVICES COORDINATOR	Incorporate changes and submit to Legal Office for review and approval.
SDDOT LEGAL COUNCIL	<ol style="list-style-type: none"> 1. Review the agreement for consultant services for proper form and compliance with laws and regulations, and inclusion of references to appropriate federal and state laws. 2. Once the final version is confirmed, place it in the M:\DOT\Common\All DOT Forms\DOT Forms 900-999 folder by October 1.
SDDOT CONSULTANT SERVICES COORDINATOR	<ol style="list-style-type: none"> 1. Prepare two original copies of a master retainer agreement for consultant services that will be the basis for any future work orders for each firm. In each agreement include the Categories of Services that have been approved for that firm. 2. Prepare the Form DOT-121 Agreement and Work Order Cover Sheet as shown in Appendix R that will accompany each firm's proposed master retainer agreement for consultant services. 3. Send the two original agreements to the consulting firm for signature. Electronic signatures may be used. Emailing the firms the agreements for signature is also an option. 4. In order to know what phase of signature all the agreements are in, maintain a log of when the agreements were sent, received back, signed, and a copy returned to the firm.
CONSULTANT	<ol style="list-style-type: none"> 1. Review and sign the two copies of the agreement. 2. Return to the SDDOT Consultant Services Coordinator. 3. Submit insurance information to the SDDOT Consultant Services Coordinator.
SDDOT CONSULTANT SERVICES COORDINATOR	<ol style="list-style-type: none"> 1. Have the Administration Program Manager sign the two copies of each agreement. 2. Attach the Form DOT-121 Agreement and Work Order Cover Sheet to the agreements and submit them to the Finance Office. 3. Log in the Insurance information on the database. 4. Scan in the authorized signature sheets on the appropriate M drive file.
FINANCE CONTRACT ADMINISTRATOR	Log in the agreement and send it to Audits.

AUDITS	Review and sign the Form DOT-121 Agreement and Work Order Cover Sheet and return it to Finance.
FINANCE CONTRACT ADMINISTRATOR	Send the agreements to the Secretary of Transportation for signature.
SDDOT SECRETARY OF TRANSPORTATION	Sign the agreements and return them to Finance.
FINANCE CONTRACT ADMINISTRATOR	<ol style="list-style-type: none"> 1 Assign an agreement number. 2 Initial and date the Form DOT-121 Agreement and Work Order Cover Sheet. 3 Scan the agreement and DOT-121 form into File Director DOT-043. 4 Retain the original DOT 121 form and one of the original agreements in the Finance Office. 5 Return one original agreement and a copy of the DOT-121 form to the Consultant Services Coordinator.
SDDOT CONSULTANT SERVICES COORDINATOR	<ol style="list-style-type: none"> 1. Mail one original agreement to the consulting firm. 2. Log in the Agreement number in the database. 3. Update the list of approved Consultants monthly on the SDDOT website after the agreements are signed. 4. Maintain a database including categories of service, authorized signatories, agreement numbers, contact information and insurance dates to be shared by all staff.

D. Interim Year Process

The master retainer agreement will be for a three-year term. In addition, the SDDOT will conduct two annual interim requests for qualification advertisements for potential consultant inclusion on the retainer contract list for the remainder of the current master retainer agreement term period. A consultant that previously applied for a particular category under the current master retainer agreement, is excluded from interim reapplication in that category—unless the firm can demonstrate significant improvement or changes in the firm’s qualifications.

Examples of significant improvement include hiring additional staff who have expertise in a particular category; merging firms and incorporating their expertise; additional project experience; or staff members becoming certified or licensed.

The significant improvement must be clearly noted on the proposal submitted by the consultant.

Table II-D INTERIM YEAR REQUEST FOR QUALIFICATION PROCESS

RESPONSIBILITY	ACTION
<p><i>SDDOT CONSULTANT SERVICES COORDINATOR</i></p>	<ol style="list-style-type: none"> 1. In the Interim years, beginning in July, begin the process of updating the SDDOT Retainer Contract List. 2. Utilize the same service categories and ranking criteria that was used for the master retainer contract. Adding additional categories may require a policy revision. 3. Send RFQ to firms for SDDOT work. This may be done using email. 4. In addition to sending out the RFQ, advertise the SDDOT’s interest in obtaining professional services in at least five major South Dakota newspapers at least once a week for two weeks. Allow a minimum of three weeks from advertisement date to due date for qualification information. 5. Fill out the Bureau of Administration, OPM request for proposal template with the same information used in the email and newspaper advertisements, plus the procedures for solicitation and award of the master retainer agreement. 6. Submit the completed OPM document to the Assistant Director at the OPM. 7. Include all the following in the RFQ and advertising text: <ol style="list-style-type: none"> a. Categories of services desired by SDDOT. b. A statement that Consultant firms can apply to be considered in one or more categories. c. A statement that firms must furnish sufficient evidence of competence in services they wish to provide. d. An approximate number of firms that will be selected for each category. e. Blank copy of the prequalification form, DOT-925 as shown in Appendix P. f. Ranking criteria list. g. Deadline for receiving applications.
<p><i>CONSULTANT</i></p>	<ol style="list-style-type: none"> 1. If the firm did not apply for that category of work during the RFQ for the master retainer contract, or if significant improvements have been made to the firm’s qualifications, they may complete the DOT-925 form for each category of interest by the deadline. The significant improvement must be clearly noted on the proposal. 2. Submit the information electronically in pdf format as an attachment to an email to the SDDOT Consultant Services Coordinator.
<p><i>SDDOT CONSULTANT SERVICES COORDINATOR</i></p>	<ol style="list-style-type: none"> 1. Sort the qualification application information provided by the firms by category and store them in a file accessible to pertinent staff. 2. Prepare and present training on the Consultant firm evaluation process for the Consultant Selection Committee. 3. Send the Consultant Retainer Contract Selection Committee a link to the information about the firm’s qualification applications for the categories of services used by their respective offices, ranking sheets, and a deadline for when the ranking is to be completed. 4. Organize a meeting date for the Consultant Retainer Contract Selection Committee to meet and review the ranked qualification applications.
<p><i>SDDOT CONSULTANT</i></p>	<ol style="list-style-type: none"> 1. Utilize a minimum of two people to evaluate each category during the ranking process. 2. Rank firms on these criteria for each category of services: <ol style="list-style-type: none"> a. Experience.

<p>RETAINER CONTRACT SELECTION COMMITTEE</p>	<ul style="list-style-type: none"> b. Past performance evaluations, if available. c. Quality of past work. d. Personnel qualifications. e. Ability to perform work within time constraints. f. Organization and approach to accomplishing the assignment. g. Local presence if applicable. h. Professional licensure if applicable. <ol style="list-style-type: none"> 3. Submit lists of ranked firms to the Consultant Services Coordinator by the deadline. 4. At the Consultant Retainer Contract Selection Committee meeting, based on the rankings and prequalification information, and, with the concurrence of Program Managers, consider adding firms who's score matches or exceeds the lowest accepted score from the original RCL. 5. Submit the ranked and recommended list to the Secretary of Transportation.
<p>SDDOT SECRETARY OF TRANSPORTATION</p>	<p>Approve or disapprove lists of selected firms.</p>
<p>SDDOT CONSULTANT SERVICES COORDINATOR</p>	<ol style="list-style-type: none"> 1. Notify firms that they have or have not been selected, based on submitted qualifications, to provide a category of service or certain categories of service under a master retainer contract. 2. Distribute approved lists to Program Managers and Area Engineers. 3. Send Legal Office a copy of the approved list to confirm compliance with the Secretary of State's Office requirements. 4. Either prepare an amendment to the Consultants existing agreement adding a new work category or prepare two new original copies of a master retainer agreement for Consultant services that will be the basis for any future work orders for each firm. In each agreement include the Categories of Services that have been approved for that firm. 5. Prepare the Form DOT-121 Agreement and Work Order Cover Sheet as shown in Appendix R that will accompany each firm's proposed master retainer agreement for consultant services. 6. Send the two original agreements or amendments to the consulting firm for signature. Electronic signatures may be obtained. 7. In order to know what phase of signature all the agreements or amendments are in, maintain a log of when the agreements were sent. 8. Retain all supporting documentation on the solicitation, proposal, evaluation, and selection of the Consultant for not less than 3 years from the approval date of the final voucher with FHWA for the final work order under each retainer contract. All documents will be scanned into DOT-070 in File Director and any paper copies may then be destroyed.
<p>CONSULTANT</p>	<ol style="list-style-type: none"> 1. Review and sign the two copies of the agreement. 2. Return to the SDDOT Consultant Services Coordinator.
<p>SDDOT CONSULTANT SERVICES COORDINATOR</p>	<ol style="list-style-type: none"> 1. Have the Administration Program Manager sign the two copies of each agreement. 2. Attach the Form DOT-121 to the agreements and submit them to the Finance Office.

FINANCE CONTRACT ADMINISTRATOR	Log in the agreement and send it to Audits.
Audits	Review and sign the Form DOT-121 and return it to Finance.
FINANCE CONTRACT ADMINISTRATOR	Send the agreements to the Secretary of Transportation for signature.
SDDOT SECRETARY OF TRANSPORTATION	Sign the agreements and return them to Finance.
FINANCE CONTRACT ADMINISTRATOR	<ol style="list-style-type: none"> 1. Assign an agreement number if this is a new agreement. 2. Initial and date the Form DOT-121. 3. Scan the agreement and DOT-121 form into File Director DOT-043. 4. Retain the original DOT 121 form and one of the original agreements in the Finance Office. 5. Return one original agreement and a copy of the DOT-121 form to the Consultant Services Coordinator.
SDDOT CONSULTANT SERVICES COORDINATOR	<ol style="list-style-type: none"> 1. Mail, or email if using electronic signatures, one original agreement to the consulting firm. 2. Update the list of approved Consultants on the SDDOT website after the agreements are signed. 3. Maintain a database including categories of service, authorized signatories, agreement numbers, contact information and insurance dates to be shared by all staff.

III. CONTRACTING PROCESSES - POLICY

A. *Contract Types*

There are several contracting procedures allowed for SDDOT projects. The use of a particular method will be based on the contract's size and complexity. The basic contracting methods include:

1. Small Purchase Contracts – Tier A
2. Consultant Retainer Contract (work orders and task orders)
 - a. Tier B
 - b. Tier C
 - c. Tier D
3. Request for Proposal Contracts – Tier E

SDDOT uses the Retainer Contract process for the majority of consultant procurements. In these cases, the firms eligible for work are selected based on qualifications by the SDDOT Consultant Retainer Contract Selection Committee. Other contracts are procured using the Request for Proposal (RFP) process or are small purchase contracts.

The Consultant Retainer Contract Selection Committee ranks the interested consulting firms for the consultant retainer contract. The committee is comprised of voting and non-voting members. Members include the managers of the following offices, all with voting rights: Road Design; Bridge Design; Project Development; Administration; Materials and Surfacing; Air, Rail and Transit; Operations Support; Legal; Right of Way; and the Secretary of Transportation. A representative from the Audits office is included but has non-voting rights.

The RFP process utilizes a Proposal Review Committee to select a consultant for a specific project. It is composed of a minimum of three members. The committee will have an odd number of members and may consist of members primarily from the requesting office but must include at least one program manager from an office that is not initiating the contract. For LPA projects, at least one representative from the local public agency will be a member.

B. Project Manager

Each work order or individual contract shall have a SDDOT Project Manager (PM). This person oversees coordination between the SDDOT and the consulting firm or firms. This person is a SDDOT employee who is to ensure that the work delivered under the contract or work order is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. A PM may serve in responsible charge of multiple projects and SDDOT may use multiple employees to fulfill monitoring responsibilities. An example of multiple employees includes having a project engineer overseeing plans and design requirements of the work order, and the Work Order Specialist overseeing payments, billings, and completion dates. The PM's responsibilities include:

1. Administering inherently governmental activities including, but not limited to, contract negotiation, contract payment, and evaluation of compliance, performance, and quality of services provided by the consultant;
2. Being familiar with the contract requirements, scope of services to be performed, and products to be produced by the consultant;
3. Being familiar with the qualifications and responsibilities of the consultant's staff and evaluating any requested changes in key personnel;
4. Scheduling and attending progress and project review meetings, commensurate with the magnitude, complexity and type of work, to ensure the work is progressing in accordance with the established scope of work and schedule milestones;
5. Ensuring consultant costs billed are allowable in accordance with the Federal cost principles and consistent with the contract terms as well as the acceptability and progress of the consultant's work;
6. Evaluating and participating in decisions for contract modifications; and
7. Documenting contract monitoring activities and maintaining supporting contract records.

C. Method Selection

SDDOT has several ways to select Consultants. All consulting firm solicitation and selection methods follow the Brooks Act (USC 40 Chapter 11) and are qualifications-based. Consultants must respond to the various selection methods in order to have their qualifications reviewed, scored, and ranked. Qualifications-Based Selection is a competitive process used by the SDDOT to assess the various firms' qualifications to perform the work based on statements of qualifications. Cost is not a consideration in ranking Consultants during selection; rather previous project experience, key personnel, and the firm's overall reputation and skill set are the primary criteria. Therefore, cost proposals, sealed or otherwise, are not part of the consultant selection process.

Breaking a project up into small phases to circumvent the established threshold for a particular tier is not allowed. However, separate contracts or work orders may be issued during various project phases since they are separate work types: planning, environmental, hydraulic studies, design, and construction management.

The SDDOT *Policy No. DOT-P&E-AD-1.4 Procuring Consultant Services*, has set a tier structure as shown in Table III-1 Contract Procedure for the various procedures to be used in the consultant selection process.

Table III -1 CONTRACT PROCEDURE					
TIER	A	B	C	D	E
ESTIMATED CONTRACT VALUE	Under \$50,000	\$50,000 to \$250,000	\$250,000 to \$750,000	>\$750,000	SPECIAL OR NON-TYPICAL PROJECT
MAXIMUM CONTRACT VALUE	\$50,000	\$250,000	\$850,000	--	--
REQUIREMENTS	Not required to, but may be on RCL; when federal-aid is utilized contacting a minimum of three firms is required.	Select from RCL	Send request for Statement of Interest (SOI) to minimum of 3 firms from RCL for the specific work type	Send request for SOI to all firms on RCL for the specific work type; request RFP from a minimum of 3 firms	Full RFP Process, including Bureau of Finance and Management's OPM for publication
CONSULTANT SELECTED BY	Project Manager	Project Manager	Proposal Review Committee	Proposal Review Committee	Proposal Review Committee

D. Proposal Review Committee

For Tiers C, D and E projects, a Proposal Review Committee will be used to select the consultant. The Proposal Review Committee will identify the best qualified Consultant for the project.

- The SDDOT Program Manager/Area Engineer from the program originating the project approves the Proposal Review Committee.
- The Proposal Review Committee members participate in the contract or work order scope identification, consultant evaluation, selection process, and if necessary, negotiation of the contract.

- The Proposal Review Committee consists of three to seven SDDOT employees and includes any required technical people who bring necessary expertise to the project. It is also composed of a Program Manager or Area Engineer from outside the Program/Area initiating the work order or contract.
- On Local Public Agency projects, there will be at least one Local Public Agency Representative from the sponsoring agency. If there are multiple agencies involved, such as South Dakota Game Fish and Parks, US Forest Service, etc., it is recommended that each entity have at least one representative.
- Information in the Proposals/Statements of Interest (SOI) and the discussions in the selection process are confidential when they pertain to the firm's rates charged per person and their overhead rate.
- All Proposal Review Committee members must disclose any potential conflicts of interest, which are reviewed by management.

The SDDOT PM should arrange for a planning meeting with the Proposal Review Committee. At this meeting, the SDDOT PM, together with the Proposal Review Committee, may:

- Refine the Scope of Work.
- Determine which selection method is best suited to the project.
- Prepare the Request for Statement of Interest (RSOI) and/or RFP.
- Identify the selection criteria and weights for scoring responses to the RFP/RSOI. SDDOT PM should draft a proposed spreadsheet for review by the committee.
- Develop short-list criteria and interview format for RSOIs and/or RFPs.

At the consultant selection meeting, the SDDOT PM provides the Proposal Review Committee members with all required documentation, including a copy of the RSOI/RFP, and a worksheet for consultant evaluations.

In addition to the roles already described the Proposal Review Committee also:

1. Reviews the RFP/RSOI before evaluating Proposals/SOIs to be aware of the specifics relating to the project.
2. Evaluates and scores each proposal or Proposals/SOI independently, based on the criteria in the RFP or RSOI, and information in this instruction manual prior to the Proposal Review Committee Meeting.
3. Provides specific comments on the strengths and weaknesses on each Consultant's Proposal/SOI.
4. Combines and averages the point scores and comments given by each Proposal Review Committee member, then ranks the Consultants based on the averages from highest to lowest. Ranking may be accomplished by consent, rather than by points.

For Tier C, D, and E projects, the SDDOT PM notifies the Consultants of the final ranking.

If SDDOT receives less than the prescribed minimum of three Proposals or SOIs, the Proposal Review Committee will determine whether to proceed with the consultant selection. If only one SOI or proposal is received, the scope of work and advertisement process should be reviewed to ensure that the Scope is clear and appropriate consultants were contacted. Due to the rural nature of the state, and the limited number of consultants who may be interested in working on specialty projects, there may be occasions where only one proposal is received. The RFP for the project may need to be re-advertised.

E. Interview of Short-listed Consultants and Final Ranking Process

Sometimes the Proposal Review Committee may find it necessary to interview potential Consultants prior to making a selection. This determination may be made either prior to or after review of submitted proposals. When necessary, the Proposal Review Committee may short-list a minimum of three and a maximum of five Consultants to be interviewed. The SDDOT PM then notifies the short-listed Consultants, advises them of the format of the interviews, and schedules them for an interview with the Proposal Review Committee. The non-short-listed Consultants are also notified.

The format of the consultant selection interviews is determined in the Proposal Review Committee Meeting based on the Appendix A – *Consultant Interview Format Worksheet*. The Worksheet allows the Proposal Review Committee to determine the requirements of a presentation, including time restraints, information to be presented, potential questions to be asked of all consultants, and level of visual aids allowed. The Worksheet also assists the Proposal Review Committee in determining weights of each segment of the interview and of each of the questions; and whether to release debriefing information to Consultants prior to the interviews.

Once the interview format is determined, the Proposal Review Committee interviews each short-listed Consultant. The Proposal Review Committee ranks the interviewed Consultants using the “Selecting by Consent” process to score the consultants’ interviews and determine a final ranking.

F. “Selecting by Consent”

The “Selecting by Consent” (SBC) process aids the Proposal Review Committee in ranking Consultants through a collaborative process. Consent is defined as the willingness of all Proposal Review Committee members to accept a decision reached by a collaborative process. Each segment and question in the interview are weighted in advance during the Proposal Review Committee Meeting. The Proposal Review Committee determines by consent the strengths and weaknesses the Proposal Review Committee observed in each Consultant’s interview or proposal. The final selection of Consultants is based on the consensus developed by the Proposal Review Committee.

G. Subcontracts

Subconsultants may be contracted by a consulting firm to provide engineering and design related services, or other types of services that are part of the scope of work that the firm is under contract to provide to the department. Subconsultants do not need to be on the retainer contract to be selected. Subconsultants not on the retainer contract may be required to provide documentation of expertise. If using the cost plus fixed fee

contracting method, they need to be able to provide an established overhead rate and provide a certified cost rate as per 23 CFR Part 172.11. Small, lump sum subcontracts (less than \$5,000) may not require overhead and certified cost rates.

Each subconsultant will have a contract with the consulting firm that includes all requirements and provisions of the Retainer Contract. A subconsultant may not perform more than 49% of the work order or contract amount. All subcontracts must be approved by SDDOT prior to execution of services.

H. Emergency Projects

For Emergency Projects, the SDDOT may waive the methods described above. If emergency selection of a Consultant is needed and time is limited, the selection processes can be waived. Examples of this exception would be where delay could put public safety at risk, or immediate action could prevent further damage to a structure due to accidents or weather incidents. The Federal Highway Administration (FHWA) [Emergency Relief Manual](#) outlines emergency declaration and consultant selection processes.

IV. CONSULTANT SELECTION

A. Basic Steps for Consultant Solicitation

When a SDDOT Manager decides to hire a Consultant, he or she determines the appropriate procurement method. A PM is assigned to coordinate the project with a consulting firm. If used, the Proposal Review Committee may assist the PM in the method utilized. This decision depends on factors such as project type, anticipated consultant costs, environmental requirements, and complexity. It may involve consultation with other offices on projects that may need to cover several categories of work.

One of the first steps involved in selecting a consultant is determining which category of service is the primary work type for the project. A project may require road design, survey, roadway lighting, and environmental coordination. The consultant category of service should be based on the majority of work to be completed. Not all firms have the capability to perform all categories of service for a project, so they may need to subcontract specific tasks to firms that are qualified.

Although SDDOT Managers have several different options to select a Consultant, the CFR requires the basic steps which must be taken before a Consultant is selected. SDDOT PMs are required to develop a Scope of Work and an estimated Consultant cost of services. This advance work by the PM helps them determine which category of Consultant services to select, which selection method to use and anticipate the level of effort required for completing the requested services.

For LPA projects, a SDDOT PM assists the Local Public Agency to clarify and define their needed services. The Scope of Work needs to include:

Tasks to be performed	Interim Completion dates
Deliverables	Final Completion dates
Equipment to be used	Any project specific criteria
Meetings	SDDOT commitments
Schedule	Local Public Agency commitments
Standards	

The next step is to develop an independent cost estimate. The independent cost estimate documents SDDOT performance of due diligence in establishing a fair estimated value for services and gives the SDDOT PM an important baseline for negotiations with the Consultant. The estimate includes task descriptions, the skill level job classification required to complete the task and an estimate of task hours. The independent cost estimate will be used to assist in determining the contract procurement method used. The SDDOT PM develops an independent estimate of the hours needed for each task.

Additionally, for Cost Plus Fixed-Fee Contracts, the SDDOT PM will identify the fixed fee percentage using DOT FORM 924 in Appendix B, or as previously established by the Department for that work type. The fixed fee is a sum established to cover the consultant's profit and other business expenses not allowable or otherwise included as a direct or indirect cost.

When trying to determine the correct tier to use, the PM must consider the potential effect of the range of overhead rates in the industry. Overhead rates may vary from 75% to over 200%. A project that is projected to cost \$150,000 based on the estimated hours, will total \$187,500 (Tier B) based on an overhead rate of 125%, but will total \$300,000 (Tier C) based on an overhead rate of 200%.

A lower overhead rate may be accepted for use on a contract if submitted voluntarily by a consultant; however, the consultant's offer of a lower overhead rate shall not be a condition or qualification to be considered for the work or contract award.

The PM must also consider the possibility of amendments to the work order when selecting the tier to use. If the estimated cost is near the threshold for moving to the next tier, and there is a possibility of future amendments due to unforeseen or missed scope items, the next higher tier should be selected.

If Federal-aid is involved in the consulting work, and the cap for a particular tier is exceeded, all of the Federal-aid for that work will no longer be eligible. Consequences of exceeding the tier threshold limit will put Federal-aid at risk.

If state funds are involved in the consulting work, and the cap for a particular tier is exceeded, the SDDOT Division Director will approve or disapprove the exception to the policy.

The Consultant hired will routinely perform a minimum of 30% or more of the total work order cost which gives them the ability to sub-contract up to 70% of the work. Exceptions to this may be granted by the Division Director.

Under very limited circumstances, non-competitive procurement may be used:

1. If a service is only available from a single source;
2. There is an emergency which will not permit the time necessary to conduct competitive negotiations;
or
3. After solicitation from several sources, competition is determined to be inadequate.

Contract costs may be negotiated in accordance with noncompetitive procedures; however, the allowability of costs shall be determined in accordance with the Federal cost principles.

The PM will develop a preliminary cost estimate for the anticipated service required. Based on the initial estimated cost (including all phases), the following contracting tier structure will be used:

B. Tier A

For consulting services less than \$50,000 utilizing State funds, SDDOT PMs may use any consulting firm they feel are qualified. A firm from the retainer contract may be selected. The PM should keep in mind that the firm will need to provide adequate financial information including overhead rates, to satisfy auditing requirements. State law designates the limit of \$50,000 prior to the need for the Request for Qualifications (RFQ) process for procuring professional services.

If Federal-aid is to be used, Federal Small Purchase Procedures ([23 CFR 172.7](#)) are to be followed. A minimum of three firms are to be contacted, and their availability and qualifications are to be reviewed and ranked.

When using Federal aid for Tier A projects, the allowability of costs shall be determined in accordance with the Federal cost principles. The full amount of any contract modification or amendment that would cause the total contract amount to exceed the established simplified acquisition threshold for Federal-aid projects (\$250,000) is ineligible for Federal-aid. The FHWA may withdraw all Federal aid from a contract if it is modified or amended above the applicable established simplified acquisition threshold.

The scope of work, project phases, and contract requirements cannot be broken down into smaller components merely to permit the use of small purchase procedures.

These are normally very small contracts with unique work types. *Appendix C, Small Purchase Procedures, Federal aid (Tier A)* has suggested forms to assist in compliance with Federal Small Purchase Procedures.

TABLE IV-A. TIER A PROCESS (LESS THAN \$50,000)

RESPONSIBILITY	ACTION
SDDOT PROJECT MANAGER	<ol style="list-style-type: none"> 1. Develop a scope of work for the project and independent cost estimate. 2. Determine contract procurement based on funding: <ol style="list-style-type: none"> a) If Federal aid is to be used, comply with the federal requirements for small purchase procedures. (23 CFR 172.7) <ol style="list-style-type: none"> a. Contact a minimum of three firms to: <ol style="list-style-type: none"> i. Determine their interest in working on the project ii. Determine if they have time available iii. Request a proposal that states their qualifications b. Select one of the firms to perform the work. c. Negotiate the number of hours required to perform the task. d. If a firm is selected from the existing consultant retainer contract, follow Table V.A. WORK ORDER PROCESS-STATE PROJECTS or Table V.B. WORK ORDER PROCESS-LPA PROJECTS. e. If selecting a firm that is not on the retainer contract, contact the Legal Office for a contract to utilize. f. Once the contract or work order is signed, issue a Notice to Proceed. b) If state funds are to be used: <ol style="list-style-type: none"> a. Select a firm. The firm may be on the consultant retainer contract. b. Contact the firm to determine availability and interest and request a cost proposal. c. Negotiate the hours required to perform the task. d. If a firm is selected from the existing consultant retainer contract, follow Table V.A. WORK ORDER PROCESS-STATE PROJECTS or Table V.B. WORK ORDER PROCESS-LPA PROJECTS. e. If selecting a firm that is not on the retainer contract, contact the Legal Office for a contract to utilize. f. Once the contract or work order is signed, issue a Notice to Proceed.

C. Tier B

In accordance with the SAT requirements in [48 CFR 36.602-5](#), the procedures noted below will be followed: for work orders between \$50,000 and \$250,000, not to exceed \$250,000, SDDOT PMs may use the Tier B selection method from the RCL. If the SDDOT PM estimates the total contract amount will be more than \$250,000 depending on the overhead rate used, Tier C selection method should be considered.

Below is an overview of the process and the steps a SDDOT PM would take to hire a Consultant using the Tier B process.

TABLE IV-B. TIER B PROCESS (\$50,000-\$250,000)	
RESPONSIBILITY	ACTION
SDDOT PROJECT MANAGER	<ol style="list-style-type: none"> 1. Develop a scope of work for the project and an independent cost estimate to ensure that the correct Tier is used. 2. Determine which work type list will be utilized for the project based on the majority of work to be completed. 3. Review the work type list of firms. Select a firm from the list based on the firm’s workload capacity, timeliness, cooperation, and willingness to comply with requirements, the personnel qualifications needed for the project, are they working on other projects in the area, re- evaluation of their qualifications, local presence if applicable (ex.: Construction management), etc. 4. Contact the selected firm via phone or email to ensure that they are available to do the work, and that they are interested. 5. Document in the work order file why the firm was chosen. This may be an email to the file, or some other written documentation. 6. LPA’s may select from the State list or the Local list of work types. 7. Follow Table V.A. WORK ORDER PROCESS-STATE PROJECTS or Table V.B. WORK ORDER PROCESS-LPA PROJECTS.

D. Tier C

For work orders between \$250,000 and \$750,000 not to exceed \$850,000, SDDOT PMs may use the Tier C selection method from the RCL. A minimum of three Consultants, provided three are available and interested, are to be selected from the RCL. These Consultants are then invited to submit a Statement of Interest. A Proposal Review Committee will evaluate and select a Consultant based on the statements of interest and may include interviews. If SDDOT PMs and/or Local Government PMs anticipate the contract amount will be more than \$850,000, Tier D or E selection method must be used.

Below is an overview of the process and the steps a PM takes to hire a Consultant using the Tier C process.

TABLE IV-C. TIER C PROCESS (\$250,000-\$750,000)

RESPONSIBILITY	ACTION
SDDOT PROJECT MANAGER	<ol style="list-style-type: none"> 1. Develop a scope of work for the project and an independent cost estimate. 2. Prepare a list of Proposal Review Committee Members for approval by the Program Manager or Area Engineer. One of the members shall be from outside the program or Area. If the project is an LPA project, a representative from the LPA is considered the person from outside the program. 3. Assemble the Proposal Review Committee.
PROPOSAL REVIEW COMMITTEE	<ol style="list-style-type: none"> 1. Choose at least three prequalified firms on the RCL in the appropriate work category. This may be done by an in-person meeting, conference call, or videoconference. 2. LPA's may select from the State list or the Local list of work types. 3. Determine deadline for SOI submittal. 4. Determine if interviews will be needed. 5. Modify the <i>Ranking Criteria for SOI</i>, as shown in Appendix D, for the project. The committee determines the amount of information they want the consultant to supply, in order for them to make a decision.
SDDOT PROJECT MANAGER	<ol style="list-style-type: none"> 1. Prepare a <i>Request for a Statement of Interest Form</i> as shown in Appendix E. 2. Email to the firms selected using the format shown in Appendix F <i>Email SOI Invitation to Consultants</i>. Include the Ranking Criteria.
CONSULTANT	<ol style="list-style-type: none"> 1. Determine if you are interested in submitting an SOI. If not interested, email the SDDOT PM letting them know of your decision. 2. If interested, submit a <i>Statement of Interest</i> to the SDDOT by the specified due date electronically. The SOI shall include: <ol style="list-style-type: none"> a. Complete the <i>SOI Cover Form</i> as shown in Appendix G. This form may be on the Prime Consultant's letterhead. b. Include a Technical Letter of no more than 2 pages (8 ½" x 11") of information about the firm's interest, qualifications, abilities, and availability to complete the proposed project. Address the Technical Letter to the SDDOT PM. c. Include a one-page Project Experience Chart and References. d. Include a list of personnel who will be part of the project team, as shown in Appendix S <i>Proposed Key Personnel to Be Used on SDDOT Project Form</i>. The Consultant is agreeing to make the personnel available to complete the work on the work order at whatever level the project requires.
SDDOT PROJECT MANAGER	<ol style="list-style-type: none"> 1. Any SOI received after the deadline will be considered non-responsive and will be disqualified. 2. Distribute the SOI information received from the Consultants to the Proposal Review Committee. Include the ranking information. 3. Set a meeting date to discuss.
PROPOSAL REVIEW COMMITTEE	<ol style="list-style-type: none"> 1. Rank the SOI information prior to the meeting. 2. Participate in the consultant selection process. 3. Determine whether interviews will be required. If interviews are to be used, complete Appendix A <i>Consultant Interview Format Worksheet</i>. The SDDOT PM will then schedule interviews with the firms. 4. Select a Consultant for the project. Selection may be by SBC

SDDOT PROJECT MANAGER	<ol style="list-style-type: none"> 1. Notify the Consultants who sent SOIs regarding, who was selected for the project. 2. Write a work order for the project according to Table V-A or V-B. 3. Maintain copies of all documents associated with the consultant selection for not less than 3 years from the approval date of the final voucher with FHWA for the final work order under each retainer contract.
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E. Tier D

For work orders greater than \$750,000, SDDOT PMs must use the Tier D selection method from the RCL. All firms on the retainer contract for a particular work type will be invited to submit a Statement of Interest. Based on the SOIs received, the Proposal Review Committee will evaluate and select a minimum of three Consultants for a Request for Proposal. An RFP as shown in Appendix H will be emailed to the selected firms. The Proposals will be ranked by the Proposal Review Committee. Interviews may be conducted.

Although the work order will be with the consultant, proposal evaluations must consider the qualifications of the consultant and any sub-consultants identified within the proposal with respect to the scope of work and established criteria.

Below is an overview of the process and the steps a PM takes to hire a Consultant using the Tier D process.

TABLE IV-D. TIER D PROCESS (GREATER THAN \$750,000)

RESPONSIBILITY	ACTION
SDDOT PROJECT MANAGER	<ol style="list-style-type: none"> 1. Develop a scope of work for the project and an independent cost estimate. 2. Prepare a list of proposed Proposal Review Committee Members for approval by the Program Manager or Area Engineer. One of the members shall be from outside the program or Area. If the project is an LPA project, a representative from the LPA is considered the person from outside the program. 3. Assemble the Proposal Review Committee. 4. Prepare a <i>Request for a Statement of Interest Form</i> as shown in Appendix E. 5. Modify the <i>Ranking Criteria for SOI</i>, as shown in Appendix D, for the particular project. 6. Email a <i>Request for Statement of Interest</i> to all firms in that particular work category on the retainer contract, using the format shown in Appendix F. Include the <i>Ranking Evaluation Criteria</i>.
CONSULTANT	<ol style="list-style-type: none"> 1. Determine if you are interested in submitting a SOI. If not interested, email the SDDOT PM letting them know of your decision. 2. If interested, submit a SOI to the SDDOT by the specified due date electronically. The SOI shall include: <ol style="list-style-type: none"> a. Complete the <i>SOI Cover Form</i> as shown in Appendix G. This form may be on the Prime Consultant's letterhead. b. Include a Technical Letter of no more than 2 pages (8 ½" x 11") of information about the firm's interest, qualifications, abilities, and availability to complete the proposed project. Address the Technical Letter to the SDDOT PM. c. Include a one-page Project Experience Chart and References. d. Include a list of personnel who will be part of the project team, as shown in Appendix S <i>Proposed Key Personnel to Be Used on SDDOT Project Form</i>. The Consultant is agreeing to make the personnel available to complete the work on the work order at whatever level the project requires.
SDDOT PROJECT MANAGER	<ol style="list-style-type: none"> 1. Any SOI received after the deadline will be considered non-responsive and will be disqualified. 2. Distribute the SOI information received from the Consultants to the Proposal Review Committee. Include the ranking information. 3. Set a meeting date to discuss.
PROPOSAL REVIEW COMMITTEE	<ol style="list-style-type: none"> 1. Rank the SOI information prior to the meeting. 2. Participate in the consultant selection process. 3. Determine the top three firms who will be sent an RFP. More may be utilized at the discretion of the committee. Selection may be SBC
SDDOT PROJECT MANAGER	<ol style="list-style-type: none"> 1. Notify the firms who were not selected. 2. Prepare an email as shown in Appendix I <i>Email RFP Invitation to Consultants</i> for the firms that were selected to submit an RFP. 3. Prepare an RFP as shown in Appendix H <i>Request for Proposal</i>. Review the ranking criteria to be used and adjust the ranking criteria and points. Firms will be ranked on the following criteria at a minimum: <ol style="list-style-type: none"> a. Experience. b. Past performance evaluations, if available. c. Quality of past work.

	<ul style="list-style-type: none"> d. Personnel qualifications. e. Ability to perform work within time constraints. f. Organization and approach to accomplishing the assignment. g. Local presence if applicable. h. Professional licensure if applicable. <ul style="list-style-type: none"> 4. Send email along with RFP and ranking criteria to selected firms. 5. Include all the following in the RFP: <ul style="list-style-type: none"> a. A statement that firms must furnish sufficient evidence of competence in services they wish to provide. b. Blank copy of the prequalification form, DOT-925 as shown in Appendix P. c. Ranking criteria list. d. Deadline for receiving applications.
CONSULTANT	<ul style="list-style-type: none"> 1. Determine if you are interested in submitting a Proposal. If not interested, email the SDDOTPM letting them know of your decision. 2. If interested, submit a Proposal to the SDDOT by the specified due date electronically.
SDDOT PROJECT MANAGER	<ul style="list-style-type: none"> 1. Any Proposal received after the deadline will be considered non-responsive and will be disqualified. 2. Distribute the Proposal information received from the Consultants to the Proposal Review Committee. Include the ranking information. 3. Set a meeting date to discuss.
PROPOSAL REVIEW COMMITTEE	<ul style="list-style-type: none"> 1. Review and rank proposals. 2. Determine if interviews with the consulting firms will be needed. If interviews are to be used, complete Appendix A <i>Consultant Interview Format Worksheet</i>. 3. Select a consultant. Selection may be SBC.
SDDOT PROJECT MANAGER	<ul style="list-style-type: none"> 1. Notify the consultants who submitted RFPs regarding who was selected for the project. 2. Write a work order for the project according to Table V-A or V-B. 3. Maintain copies of all documents associated with the consultant selection for not less than 3 years from the approval date of the final voucher with FHWA for the final work order under each retainer contract.

F. Tier E

For special or non-typical projects, regardless of estimated costs; the PM may use an independent Request for Proposal (RFP) process separate from the retainer contract list. In accordance with SDCL 5-18D-17 to SDCL 5-18D-22, an RFP for professional services must be submitted to the Bureau of Administration OPM for publication on its electronic procurement system. In addition to the state statute, federal procurement laws and regulations apply to the SDDOT when using Federal aid.

The Standard RFP provides the Consultant opportunity for more in-depth discussion of the RFP criteria, project approach, qualifications and capabilities of the team, and relevant project experience. The Selection Team scores the Proposal and selects the highest ranked firm with or without an interview.

When starting the RFP process several items need to be prepared. These include:

- An independent Cost Estimate Authorization of Funding Request (DOT 292) if needed
- Confirmation the Project Cost Estimate is current and updated for the project, including information such as project number and description, funding source (Federal, State, Local or other)
- Anticipated contract completion date
- Full Scope of Work for inclusion in the RFP
- Proposed Proposal Review Committee members

Although the contract will be with the consultant, proposal evaluations shall consider the qualifications of the consultant and any sub-consultants identified within the proposal with respect to the scope of work and established criteria.

Below is an overview of the process and the steps a PM takes to hire a Consultant using the Tier E process.

Table IV-E. TIER E REQUEST FOR PROPOSALS

RESPONSIBILITY	ACTION
SDDOT PROJECT MANAGER	<ol style="list-style-type: none"> 1. Develop a scope of work for the project and an independent cost estimate. 2. Prepare a list of Proposal Review Committee Members for approval by the Program Manager or Area Engineer. One of the members shall be from outside the program or Area. If the project is an LPA project, a representative from the LPA is considered the person from outside the program. 3. Prepare an estimated schedule for the procurement process and establish a submittal deadline for responses to the RFP that provides sufficient time for interested consultants to receive notice, prepare, and submit a proposal, which except in unusual circumstances shall be not less than 14 calendar days from the date of issuance of the RFP. 4. Assemble the Proposal Review Committee.
PROPOSAL REVIEW COMMITTEE	<ol style="list-style-type: none"> 1. Prepare a <i>Request for Proposal Form</i> as shown in Appendix H. This may be used as a starting point and additional information should be added to clarify the nature of the RFP. 2. Review the ranking criteria to be used and adjust the ranking criteria and points, included also in Appendix D Firms may be ranked on the following criteria: <ol style="list-style-type: none"> a. <i>Expertise, capabilities, and technical competence.</i> b. <i>Resources available and workload capacity.</i> c. <i>Past performance.</i> d. <i>Quality of past work.</i> e. <i>Personnel qualifications and staff capabilities.</i> f. <i>Ability to perform work within time constraints.</i> g. <i>Organization and approach to accomplishing the assignment.</i> h. <i>Local presence if applicable (not to exceed 10% of the total evaluation).</i> i. <i>Proposed project management techniques or technical approach.</i> j. <i>Professional licensure if applicable.</i> 3. The participation of qualified and certified Disadvantaged Business Enterprise (DBE) sub-consultants may be used as a nominal evaluation criterion where appropriate. The use of quotas or exclusive set-asides for DBE consultants is prohibited, as specified in 49 CFR 26.43
SDDOT PROJECT MANAGER	<ol style="list-style-type: none"> 1. Include all the following in the RFQ and advertising text: <ol style="list-style-type: none"> a) A statement that firms must furnish sufficient evidence of competence in services they wish to provide. b) Blank copy of the prequalification form, DOT-925 as shown in Appendix P. c) Ranking criteria list. d) Deadline for receiving applications. 2. Fill out the Bureau of Administration, OPM request for proposal template with the same information used in the email and newspaper advertisements, plus the procedures for solicitation and award of the contract. 3. Submit the completed OPM document to the Assistant Director at the (OPM). 4. Email the RFP to firms on the Retainer Contract qualified under a similar work category, and other firms who may be interested, using the format shown in Appendix I. Include the <i>Ranking Evaluation Criteria</i>, as shown in Appendix D. 5. In addition to emailing the RFP, advertise the SDDOT's interest in obtaining professional services in at least five major South Dakota newspapers at least once a week for two weeks. Allow a minimum of three weeks from advertisement date to due date for proposal information. It is recommended that advertisements in national publications be utilized also.

CONSULTANT	<ol style="list-style-type: none"> 1. Prepare a proposal for the work as specified in the RFP. 2. Include the DOT-925 form. 3. Submit by the deadline to the SDDOT PM.
SDDOT PROJECT MANAGER	<ol style="list-style-type: none"> 1. Any Proposal received after the deadline will be considered non-responsive and will be disqualified. 2. Distribute the Proposal information received from the Consultants to the Proposal Review Committee. Include the ranking information. 3. Set a meeting date to discuss.
PROPOSAL REVIEW COMMITTEE	<ol style="list-style-type: none"> 1. Review and rank proposals. 2. Determine if interviews with the consulting firms will be needed. Normally the top 3 ranked firms are contacted and offered an opportunity to interview. Additional firms may be contacted. 3. Select a Consultant. Selection may be SBC.
SDDOT PROJECT MANAGER	<ol style="list-style-type: none"> 1. Organize the interviews, if needed. 2. Notify the Consultants regarding who was selected for the project. 3. Contact the Legal Office for a contract to utilize. 4. Prepare as detailed of scope as possible, so that the Consultant can prepare a cost-effective proposal. 5. Prepare a technical analysis of an estimate of the hours required to complete the tasks. 6. Include the following in the technical analyses: <ol style="list-style-type: none"> a. Types of labor required. b. Number of work hours for each type of labor. c. Acceptable fixed fee range. 7. Determine an acceptable fixed fee percentage using Derivation of Profit worksheet Form DOT-924 as shown in Appendix B. Do not exceed 15%. Comply with the following instructions: <ol style="list-style-type: none"> a. For Planning and Engineering Division projects, utilize DOT-924: b. For Operations Division projects: <ol style="list-style-type: none"> 1) For contracts under \$10,000, the rate may be negotiated up to 15%. 2) For contracts between \$10,000 and \$50,000, use a fixed fee of no more than 12%. 3) For contracts over \$50,000, negotiate a lesser rate of 10% but not more than 12%. 4) Take into account the size, complexity, duration and degree of risk involved in the work. 5) For projects that are unique or complex with a higher consultant risk factor, the rate also may be negotiated up to 15%. 8. Request a cost proposal from the Consultant. An example of a cost proposal is shown in Appendix J <i>Consultant Work Order Cost Breakdown</i> or available in spreadsheet format as Form DOT-918. 9. Retain all documents for the solicitation, proposal, evaluation, and selection of the consultant for not less than 3 years from the approval date of the final voucher with FHWA.
SDDOT SENIOR ACCOUNTANT IN PROJECT DEVELOPMENT	<ol style="list-style-type: none"> 1. Prepare Form DOT-292 and submit it to FHWA for approval if federal funds are to be utilized. 2. Post the DOT-292 on C2C when it is approved.
SDDOT PROJECT	<ol style="list-style-type: none"> 1. If SDDOT's estimate of the hours for work types differs significantly from the Consultant's proposal, review and possibly revise the technical analyses, or negotiate with the Consultant to

MANAGER	<p>revise the proposal. A revision of the technical analyses can consist of crossing out and overwriting some areas.</p> <ol style="list-style-type: none"> 2. Document negotiations and include the resources considered by the negotiator. 3. If an acceptable price and scope of work cannot be negotiated with the first firm, solicit a cost proposal from your second choice and repeat previous steps. 4. If an acceptable price and scope of work are obtained, complete the contract as developed by the Legal Office. 5. Make sure the contract contains the following: <ol style="list-style-type: none"> a. Direct labor hours and rates by classification and/or employee. b. Overhead, based on direct labor total. c. Fixed Fee rate d. Cost of money based on direct labor total. e. Maximum limiting fee. f. Other direct costs based on substantiated rates or actual costs. g. Contract completion dates. 6. For construction engineering services, do not give the contractor's completion date as the completion date, because the Consultant must complete paperwork, etc. after the contractor is done. Provide a realistic date when the Consultant firm will be able to complete the work. Consider construction schedules and the potential of additional work due to issues during construction. 7. The SDDOT may or may not include a small contingency of not more than 5%. This will allow a contract encompassing two or more years, to include a cost-of-living increase. 8. Verify that subcontracts meet the following requirements: <ol style="list-style-type: none"> a. Adheres to the same federal requirements as the agreements for consultant services and work orders. b. Is supported by cost breakdowns at the same level of detail as that required for the initial work order and/or amendments. c. Is work that was already in the technical analysis. 9. For fixed-fee subcontracts, a subcontracting firm must submit their labor and overhead rates to Audits for approval prior to the contract execution. 10. The signature blocks on the contract must comply with the Delegation of Authority Policy signature limits on contract amounts. 11. Send two copies of the contract to the firm for signature; or email the contract to them and request that they print two copies, sign them, and return them to your office. They may also sign their agreement and scan and send electronic pdf to SDDOT PM. Electronic signatures may be utilized. 12. Retain negotiation documentation for not less than 3 years from the approval date of the final voucher with FHWA for Federal-aid projects, or the final payment for state funded projects, as required by the CFR and the SDDOT Records Retention and Destruction Schedule.
CONSULTANT	<ol style="list-style-type: none"> 1. Review the contract and sign two copies. 2. Return both copies to the SDDOT PM.
SDDOT PROJECT MANAGER	<p>Prepare a Form DOT-121 Agreement and Work Order Cover Sheet and forward it along with the 2 copies of the contract to the Finance Office.</p>

FINANCE CONTRACT ADMINISTRATOR	Log in the agreement and send it to Audits.
AUDITS	Review and sign the Form DOT-121 Agreement and Work Order Cover Sheet as shown in Appendix R and return it to Finance.
FINANCE CONTRACT ADMINISTRATOR	Send the agreements to the appropriate staff for signature.
SDDOT MANAGEMENT	Sign the agreements and return them to Finance.
FINANCE CONTRACT ADMINISTRATOR	<ol style="list-style-type: none"> 1. Assign an agreement number. 2. Initial and date the Form DOT-121 Agreement and Work Order Cover Sheet. 3. Scan the agreement and DOT-121 form into File Director DOT-043. 4. Retain the original DOT 121 form and one of the original agreements in the Finance Office. 5. Return one original agreement and a copy of the DOT-121 form to the SDDOT PM.
SDDOT PROJECT MANAGER	<ol style="list-style-type: none"> 1. Mail one original agreement to the consulting firm along with a Notice to Proceed. 2. Do not increase the maximum limiting fees unless there is a change in the scope of work.

V. WORK ORDERS AND TASK ORDERS

Work Orders and Task Orders for specific projects can be written using the Consultant Retainer Contract. Work orders are written by SDDOT staff and Task Orders may be written by LPAs.

In order for preliminary engineering work items to be eligible for federal-aid reimbursement, they must show up in the Statewide Transportation Improvement Plan. However, the majority of preliminary engineering design and survey work is performed using state funds. Most construction activities are performed using federal funds. Verification of whether federal funds are to be used can be obtained on Concept to Contract (C2C) under the Fund Source Summary.

Expectations of services provided by consultants, i.e., standards, plan preparation, technical requirements, compliance, errors, and omissions, for example, are clearly noted in the consultant retainer contract. Work orders or task orders are written by DOT PMs or LPAs with those expectations in mind. It is expected that consultant personnel are aware of the expectations in the consultant retainer contract as well as that noted in the work order.

WORK ORDERS

CONSTRUCTION MISCELLANEOUS

Some LPA design work orders may include the item "Construction Miscellaneous". This is a safety net item for unforeseen issues during construction that the design consultant is called on to assist with. These issues may occur as a result of construction problems, field conditions, and other unforeseen issues during construction. Services requested will be on an as needed basis and the consultant is required to respond in a timely manner based on the urgency of the request. This is not to be used for errors and omissions. This does not include revision of plan sheets and redesign. The purpose of Construction Miscellaneous is to provide enough funds to get small issues taken care of or buy time until a work order can be written for large issues.

The standard allowance for Construction Miscellaneous is 20 hours, but no more than \$5,000. The Construction Miscellaneous amount is not included on the DOT 917 form but is included in the consultant's design work order cost breakdown. If no design issues arise, the funds for this scope item, and corresponding fixed fee, will not be paid to the consultant. If the design consultant's services are required, communication between the Area office personnel, DOT Bridge Construction Engineer, the contractor and/or design consultant will more than likely occur. Documentation (could be an email chain) is needed and should include: the specific request of what the consultant is being asked to do (could be an explanation of what happened in the field to cause issues), the date of request, and who is requesting the additional work (i.e., DOT personnel). It will be the responsibility of the consultant to supply the noted documentation to the LGA office along with the design work order billing information to receive reimbursement.

When these additional design services are required on LPA projects during construction, LGA personnel will add CM to the work order number on the voucher.

Costs for this section shall be shown separately on the cost proposal and shall not be included with the total estimated cost for the rest of the scope of services. The overall completion date of the work order shall be one year after the proposed bid letting date. The overall completion date may be adjusted for projects that are expected to extend through two construction years.

NOTICE TO PROCEED – Verbal Notification

Notice to proceed on work orders can be made in a variety of ways. While we tend to use the term “verbal notification”, there is usually an email or letter noting that the consultant can proceed with the services required and that which we have agreed to. The date indicated on the email or letter signifies that the required services, after that date, will be included in the work order and ultimately be paid for. Sometimes, time is of the essence and the consultant will want to get started right away, without a signed work order in place. The verbal notice to proceed allows that. Payment for the work cannot occur though until a signed work order is in place.

The following paragraph **must** be included in the email or letter:

The following provision applies to the work order executed by the parties. It is understood and agreed between the parties that certain work may have been performed by the consultant before this work order was approved. It is the intent of the parties that the consultant performs this work and be paid in accordance with the work order. In light of the foregoing, the parties hereto ratify the services of the consultant which may have been performed during the period of time between the verbal notice to proceed date and the work order signature dates. The parties agree that the consultant will be paid for the services which were performed in relation to the work order listed and in accordance with the terms of Agreement Number XXX. The effective date of this notice is XXX.

AMENDMENTS TO WORK ORDERS

CHANGE OF SCOPE OR ADDITIONAL WORK

Over the course of the work order, there will be times when an amendment to change the scope of work or add additional work will occur. This occurs all the time on construction projects and is addressed through Construction Change Orders (CCO's). Design work is no different. Changes will occur or come up due to unforeseen circumstances when the original work order scope was written. A detailed understanding, by the consultant and the DOT PM, of the original scope requirements is required. Good justification for the change or additional work for an amendment will be required by the consultant and agreed to by the originator of the work order when this occurs.

AUTHORIZATION OF ADDITIONAL WORK – Verbal Notification

If work is completed out of scope, or without a scope and prior to any amendment or Work Order Notice to Proceed being issued, there is a process to recoup the costs as long as a verbal notice was given by the DOT prior to the work being done and all parties are in agreement. The use of this type

of amendment or work order should be rare and must contain the following items:

Explanation of Amendment Contents:

- Background and dates of when the verbal approval was given and when the work was done. (Why was it not possible to get this done in advance? – “due to construction being underway, we forgot to get this work order or amendment in place.”)
- Discussion on the limiting amount and the fact that all three parties are in agreement. In this case the work was out of scope and money.
- Review and approval of hours ONLY. Prior to any billings, hours have to be reviewed and approved by the originating office.

Example: AMENDMENT #6

PROJECT – NN-NNN 1234(0), PCN 12NN, Name of County

JDOE Engineering – AGREEMENT # 1234567 – WORK ORDER LGA-123-45

A timber structure was originally selected for this site for aesthetic reasons due to its location in this area and its close proximity to this site. During early June of 2021 John Smith (DOT/Local Transportation Programs), Jane Doe (JDOE Engineering) and Joe Johnson (Some County) discussed the fact that the estimates showed that a timber structure at this location was going to be too expensive. At the beginning of June 2021, John gave verbal approval to Doe to rework the design for a more feasible continuous concrete structure. This work was performed between 6/10/21 and 12/29/21. Towards the end of 2021, the 3 discussed the desire by the county to try and add some aesthetics to the concrete structure. At the beginning of December 2021 John Smith gave verbal approval to Doe to prepare architectural renderings, which required an additional bit of survey.

The limiting amount of the structure portion of the work order, funded by federal bridge funds, was not discussed at this time. All parties thought that there was sufficient funding left in this portion of the work order to accomplish the work. In actuality, the bridge portion of the work order was out of funds. All 3 parties are in agreement that this work was necessary for the project and was verbally approved by the DOT prior to its start. In addition, it is agreed by all parties that the limiting amount be increased to cover these past costs, as verbally pre-approved by John Smith.

The LGA acceptable range of hours for this specific redesign of the structure from timber to continuous concrete is 90 to 120 hours. JDOE Engineering submitted a proposal of 98 hours for this work, which is within range.

The LGA acceptable range of hours for these specific architectural renderings, including associated survey is 40 to 60 hours. JDOE Engineering submitted a proposal of 39 hours for this work, which is just below range.

JDOE Engineering, LGA, and the county, based on the reasons above, are proceeding with an amendment to cover the noted work. Changes are as follows:

- *Fixed fee will increase from \$988.53 to \$1,848.37 (\$509.84 6/21-11/21 + \$350 12/21 – 7/22 increase = \$859.84 Total)*
- *Maximum limiting amount will increase from \$10,108.22 to \$17,985.58 (\$2,384.27 6/21-11/21 + \$5,493.09 12/21 – 7/22 increase = \$7,877.36 Total)*
- *Overall Completion Date of 10/1/22 will remain unchanged. This project is currently on hold until the completion of an Environmental Impact Study (EIS). A time extension will be submitted to change all dates once the EIS is complete as the EIS could change the project scope and timing significantly.*

TIME EXTENSIONS

There will be situations where time extensions on work orders will be needed, i.e., the work is not done by the completion date noted in the work order or on the DOT-121. For example, on a construction project, even though the final completion date has passed, we still expect the contractor to finish constructing the bridge. The amendment for a time extension can be done for any number of reasons, but it is still tied to the original work order. While time extensions should be done prior to the work order completion date expiring, there are times when it has expired and there is still work to complete. When this occurs, the following paragraph **must** be included in the amendment letter or email:

It is understood and agreed between the parties that certain work was performed by the consultant before this amendment was approved. Further, it was the intent of the parties that the consultant performs this work and be paid in accordance with the contract. In light of the foregoing, the parties hereto ratify the acts of the consultant which may have been performed during this period of time and agree to pay for his services which were performed. The effective date of this amendment shall be ORIGINAL OVERALL COMPLETION DATE with an overall completion date of NEW OVERALL COMPLETION DATE.

A time extension example letter can be found in Appendix U, page 122.

CONTRACT ADMINISTRATION, INSPECTION AND TESTING – CHANGE OF SCOPE AND TIME EXTENSIONS

Work orders written specifically for contract administration, inspection and testing in the field for construction projects are largely dependent on the contractor’s schedule and construction processes. Hours are estimated for the work order, but when the contractor’s operation isn’t efficient, or issues arise that may impact the time associated with inspecting the work or testing materials on the project, an amendment may be needed to increase hours to accommodate the efforts and meet DOT expectations for this type of work. The field personnel, who have written the original work order, know best when these types of situations arise and will work with the consultant to determine additional time to add to the work order. The work needs to be completed. Liquidated damages are used on construction projects to recoup the costs associated with not meeting contract completion dates.

If additional work is required by the consultant that wasn’t in the original work order, the field office will provide justification for that additional work which will be included in the amendment.

TASK ORDERS

The LPAs may write a task order under the state's retainer contract, even though they are not a party to the contract. The task order must reference the retainer contract number.

Task Orders are primarily used by LPAs during emergency events when Federal aid is to be used to reimburse the LPA for their engineering expenses. They are used by the LPA to ensure that the federal processes are followed, and the engineering expenses will be eligible for reimbursement.

Task Orders may be used by LPAs for other instances when Federal aid is involved, and they wish to ensure compliance with the federal consultant contracting procedures.

TABLE V-A. WORK ORDER PROCESS – STATE PROJECTS

RESPONSIBILITY	ACTION
SDDOT PROJECT MANAGER	<ol style="list-style-type: none"> 1. Confirm that there is an agreement with the consulting firm in that work category by checking the consultant retainer data base or SDDOT website. 2. Follow the selection procedure for the Tier A, B, C or D process. 3. Verify with the Consultant that they are available and willing to work on the project. 4. Prepare as detailed a scope of work as possible, so that the Consultant can prepare a cost-effective proposal. Include a project schedule, interim dates, milestone dates and overall completion date. 5. Send the Consultant a copy of the draft scope and have them verify that the description covers the work as they understand it and have them propose modifications if needed.
CONSULTANT	<ol style="list-style-type: none"> 1. Review the draft scope of work and redline as appropriate for work items that may have been missed or to add further clarification. 2. Return to the SDDOT PM. (This may take several cycles until the scope is agreed to.)
SDDOT PROJECT MANAGER	<ol style="list-style-type: none"> 1. Once the scope of work is final, prepare a technical analysis of an estimate of the hours required to complete the tasks. The technical analysis may be prepared by delegated staff. <ol style="list-style-type: none"> 1. Include the following in the technical analyses: <ul style="list-style-type: none"> ➤ Types of labor required. ➤ Number of work hours for each type of labor. ➤ Acceptable fixed fee range. 2. Determine an acceptable fixed fee percentage using Derivation of Profit worksheet Form DOT-924 as shown in Appendix B. Do not exceed 15%. 3. For Operations Division projects: <ol style="list-style-type: none"> a. For contracts under \$10,000, the rate may be negotiated up to 15%. b. For contracts between \$10,000 and \$50,000, use a fixed fee of no more than 12%. c. For contracts over \$50,000, negotiate a lesser rate of 10% but not more than 12%. d. Take into account the size, complexity, duration and degree of risk involved in the work. e. For projects that are unique or complex with a higher consultant risk factor, the rate also may be negotiated up to 15%. 5. Request a cost proposal from the Consultant. An example of a cost proposal is shown in Appendix J or available in spreadsheet format as Form DOT-918.
CONSULTANT	<p>Prepare a cost proposal in a spreadsheet format as shown in Appendix J. Include:</p> <ul style="list-style-type: none"> ➤ Direct labor hours and rates by classification and/or employee. ➤ Overhead, based on direct labor total. ➤ Fixed Fee. ➤ Cost of money based on direct labor total. ➤ Maximum limiting fee. ➤ Other direct costs, based on substantiated rates or actual costs.

SDDOT PROJECT MANAGER	<p>When the approximate cost of the work order is known and <i>when Federal-aid</i> is to be used to pay for the consulting services, notify the Senior Accountant in Project Development that internal forces will not be used for the project design by emailing an electronic copy of the Form DOT-121 as shown in Appendix R, and draft work order so that the Form DOT-292 can be submitted to FHWA. Work cannot begin on the project until the DOT-292 is approved by FHWA.</p> <p>For Construction inspection work done by consultants, waiting for the approved DOT-292 prior to issuing the Notice to Proceed is not required.</p>
SDDOT SENIOR ACCOUNTANT IN PROJECT DEVELOPMENT	<ol style="list-style-type: none"> 1. Prepare Form DOT-292 and submit it to FHWA for approval when federal funds are to be used. 2. Post the DOT-292 on C2C when it is approved and notify the SDDOT Project Manager.
SDDOT PROJECT MANAGER	<ol style="list-style-type: none"> 1. If SDDOT's estimate of the hours for work types differs significantly from the Consultant's proposal, review and possibly revise the technical analyses, or negotiate with the Consultant to revise the proposal. A revision of the technical analyses can consist of crossing out and overwriting some areas. 2. Document negotiations and include the resources considered by the negotiator. 3. Retain negotiation documentation for not less than 3 years from the approval date of the final voucher with FHWA for the final work order under each retainer contract, as required by the CFR and the SDDOT Records Retention and Destruction Schedule. 4. If an acceptable number of hours and scope of work cannot be negotiated with the first firm, solicit a proposal from your second choice and repeat previous steps. 5. If an acceptable number of hours and scope of work are obtained, prepare a Work Order Form DOT-917A as shown in Appendix K, using information in the instructions tab. 6. Make sure the work order contains the following: <ol style="list-style-type: none"> a. Direct labor hours and rates by classification and/or employee. b. Overhead, based on direct labor total. c. Fixed Fee d. Cost of money based on direct labor total. e. Maximum limiting fee. f. Other direct costs based on substantiated rates or actual costs. g. Work order completion dates. h. Insurance Dates 7. Function coding for the charge number can be found on the intranet in the checker file under Function Numbers. Frequently used function numbers include: <ol style="list-style-type: none"> a. 3001 Consultant Environmental Engineering b. 3011 Consultant Design Engineering c. 3011 Consultant Surveying d. 3489 Consultant Construction Roadway Contract Administration, Inspection & Testing e. 3490 Consultant Construction Bridge Contract Administration, Inspection & Testing f. 3616 Planning Contracts 8. For construction engineering services, do not give the contractor's completion date as the completion date, because the Consultant must complete paperwork, etc. after the contractor is done. Provide a realistic date when the Consultant firm will be able to complete the work.

	<ol style="list-style-type: none"> 9. The SDDOT may or may not include a small contingency of not more than 5%. This will allow a contract encompassing two or more years, to include a cost-of-living increase. 10. Verify that subcontracts meet the following requirements: <ol style="list-style-type: none"> a. Adheres to the same federal requirements as the agreements for Consultant services and work orders. b. Is supported by cost breakdowns at the same level of detail as that required for the initial work order and/or amendments. c. Is work that was already in the technical analysis. 11. A subcontracting firm is not required to be on the retainer list. They should submit their labor and overhead rates to Audits for approval prior to the work order execution. For small subcontracts (less than \$5,000) the subcontract may be Lump Sum and not require labor and overhead rates. 12. The signature blocks on the DOT 917A form must comply with the Delegation of Authority Policy signature limits on work order amounts. 13. Assign the next work order number from your office work order list 14. Send the work order to the firm for signature; or email the work order to them and request that they print a copy, sign, and return to your office.
CONSULTANT	<ol style="list-style-type: none"> 1. Review the work order and sign. 2. Return the work order to the SDDOT PM.
SDDOT PROJECT MANAGER	<ol style="list-style-type: none"> 1. When the work order is returned by the Consultant, sign and execute the work order if appropriate, or circulate for signature. 2. Mail or email a Notice to Proceed to the Consultant along with a scanned copy of the signed original of the work order. If Federal-aid is to pay for the work order items, ensure that a signed DOT-292 form has been received from FHWA prior to issuing the Notice to Proceed. A Notice to Proceed may be given verbally, followed by written documentation such as an email, within 48 hours of the time verbal approval was given. 3. Complete a DOT-121 form for each work order following the information in the instructions tab. 4. A complete work order includes: <ol style="list-style-type: none"> a. Notice to Proceed Letter b. Signed DOT-917 Form c. Scope of Service, including Overall Completion Date d. Cost Estimate e. Signed subcontract (if applicable) f. Cost estimate for subcontractor (if applicable) 5. Distribute sets of the work order, DOT-121 and Notice to Proceed as follows: <ol style="list-style-type: none"> a. The signed original work order, original DOT-121 and a copy of the Notice to Proceed is sent to Audits b. One copy of the work order, DOT-121, and Notice to Proceed is retained by the consultant. c. One copy of the work order, DOT-121, and Notice to Proceed is sent to the originating office.

TABLE V- B. WORK ORDER PROCESS – LPA PROJECTS

RESPONSIBILITY	ACTION
SDDOT PROJECT MANAGER	<ol style="list-style-type: none"> 1. After confirming with the LPA which Consultant from the retainer list they wish to utilize on their project, verify with the Consultant that they are available and willing to work on the project. 2. Follow the selection procedures for the Tier A, B, C or D process. 3. Prepare as detailed a scope of work as possible, so that the Consultant can prepare a cost-effective proposal. Include a project schedule, interim dates, milestone dates and overall completion date. 4. Send the Consultant a copy of the draft scope and have them verify that the description covers the work as they understand it and have them propose modifications if needed.
CONSULTANT	<ol style="list-style-type: none"> 1. Review the draft scope of work and redline as appropriate for work items that may have been missed or to add further clarification. 2. Return to the SDDOT PM. <p>(This may take several cycles until the scope is agreed to.)</p>
SDDOT PROJECT MANAGER	<ol style="list-style-type: none"> 1. Once the scope of work is final, prepare a technical analysis of an estimate of the hours required to complete the tasks. 2. Include the following in the technical analyses: <ol style="list-style-type: none"> a. Types of labor required. b. Number of work hours for each type of labor. 3. Determine an acceptable fixed fee percentage using Derivation of Profit worksheet Form DOT-924 as shown in Appendix B, and/or the Allowable Maximum Fixed Fee Rate Chart for Local Government Projects. Do not exceed 15%. For work orders for unique, complex projects with a higher consultant risk factor, the rate also may be negotiated up to 15%. 4. Request a cost proposal from the Consultant. An example of a cost proposal is shown in Appendix J or available in spreadsheet format as Form DOT-918.
CONSULTANT	<p>Prepare a cost proposal in a spreadsheet format as shown in Appendix J. Include:</p> <ul style="list-style-type: none"> ➤ Direct labor hours and rates by employee and classification. ➤ Overhead, based on direct labor total. ➤ Fixed fee based on direct labor plus overhead total. ➤ Cost of money based on direct labor total. ➤ Other direct costs based on substantiated rates or actual costs. ➤ Maximum limiting amount.
SDDOT PROJECT MANAGER	<p>When the approximate cost of the work order is known and when <i>Federal-aid</i> is to be used to pay for the consulting services, notify the Senior Accountant in Project Development that internal forces will not be used for the project by emailing an electronic copy of the Form DOT-121 and draft work order so that the Form DOT-292 can be submitted to FHWA. Work cannot begin on the project until the DOT-292 is approved by FHWA.</p>

<p>SDDOT SENIOR ACCOUNTANT IN PROJECT DEVELOPMENT</p>	<ol style="list-style-type: none"> 1. Prepare Form DOT-292 and submit it to FHWA for approval. 2. Post the DOT-292 on C2C on Find Funding/Work Authorization when it is approved and notify the SDDOT Project Manager.
<p>SDDOT PROJECT MANAGER OR PROGRAMMING AND FUNDING ENGINEER</p>	<ol style="list-style-type: none"> 1. If SDDOT’s estimate of the hours for work types differs significantly from the Consultant’s proposal, review and possibly revise the technical analyses, or negotiate with the Consultant to revise the proposal. A revision of the technical analyses can consist of crossing out and overwriting some areas. 2. Document negotiations and include the resources considered by the negotiator. 3. Retain negotiation documentation for not less than 3 years from the approval date of the final voucher with FHWA for the final work order under each retainer contract, as required by the CFR and the SDDOT Records Retention and Destruction Schedule. 4. If an acceptable number of hours and scope of work cannot be negotiated with the first firm, solicit a proposal from your second choice and repeat previous steps.
<p>LGA WORK ORDER SPECIALIST</p>	<ol style="list-style-type: none"> 1. If an acceptable number of hours and scope of work are obtained, prepare the Work Order Form DOT-917B as shown in Appendix K, using information in the instructions tab. 2. Make sure the work order contains the following: <ol style="list-style-type: none"> a. Direct labor hours and rates by employee classification. b. Overhead, based on direct labor total. c. Fixed Fee based on direct labor plus overhead total d. Cost of money based on direct labor total. e. Other direct costs based on substantiated rates or actual costs. f. Maximum limiting amount. g. Work order completion dates and interim dates. h. Insurance dates 3. The SDDOT may or may not include a small contingency of not more than 5%. This will allow a contract encompassing two or more years to include a cost-of-living increase. 4. Verify that subcontracts meet the following requirements: <ol style="list-style-type: none"> a. Adheres to the same federal and state requirements as the agreements for consultant services, work orders, and is stated so in the subcontract. b. Is supported by cost breakdowns at the same level of detail as that required for the initial work order and/or amendments. c. Is signed by both the prime and sub-consultants. d. Is work that was already in the technical analysis. 5. A subcontracting firm is not required to be on the retainer list. They should submit their labor and overhead rates to Audits for approval prior to the work order execution. For small subcontracts (less than \$5,000) the subcontract may be Lump Sum and not require labor and overhead rates. 6. The signature blocks on the DOT 917A form must comply with the Delegation of Authority Policy signature limits on work order amounts. 7. Send the work order to the firm for signature; or email the work order to them and request

	that they print a copy, sign and forward to the LPA.
CONSULTANT	<ol style="list-style-type: none"> 1. Review the work order and sign. 2. Forward original copy to the LPA.
LPA	<ol style="list-style-type: none"> 1. Review the work order and sign. 2. Forward to the LGA Work Order Specialist.
LGA WORK ORDER SPECIALIST	<ol style="list-style-type: none"> 1. When the work order is returned by the Consultant, circulate for signature. 2. Mail or email a Notice to Proceed Letter to the Consultant along with a signed scanned copy of the work order. If Federal-aid is to pay for the work order items, ensure that a signed DOT-292 form has been received from FHWA prior to issuing the Notice to Proceed. The Notice to Proceed may be given verbally, followed by written documentation such as an email or letter, within 48 hours of the time verbal approval was given. 3. Complete a DOT-121 form for each work order following the information in the instructions tab. 4. A complete work order includes: <ol style="list-style-type: none"> a. Notice to Proceed Letter b. Signed DOT-917 Form c. Scope of Service including Overall Completion Date d. Cost Estimate e. Signed subcontract (if applicable) f. Cost estimate for subcontractor (if applicable) 5. Distribute the work order, DOT-121 and Notice to Proceed as follows: <ol style="list-style-type: none"> a. The signed original work order, original DOT-121 and a copy of the Notice to Proceed is sent to Audits b. One copy of the work order, DOT-121, and Notice to Proceed is retained by the consultant. c. One copy of the work order, DOT-121, and Notice to Proceed is sent to the Local Government Agency. d. One copy of the work order, DOT-121, and Notice to Proceed is sent to the originating office.

TABLE V- C. TASK ORDER PROCESS – LPA PROJECTS

RESPONSIBILITY	ACTION
LPA	<ol style="list-style-type: none"> 1. After determining the need for consultant services, LPA contacts SDDOT Project Manager to let them know so that any authorizations can be obtained from the funding agency and to obtain current list of consultant and agreement control numbers. 2. Select a Consultant from the approved list. 3. Verify with the Consultant that they are available and willing to work on the project. 4. Prepare a scope of services in conjunction with and assistance from the SDDOT Project Manager. 5. Send the Consultant a copy of the draft scope and have them verify that the description covers the work as they understand it and have them propose modifications if needed.
CONSULTANT	<ol style="list-style-type: none"> 1. Review the draft scope of work and redline as appropriate for work items that may have been missed or to add further clarification. 2. Return to the LPA. (This may take several cycles until the scope is agreed to.)
LPA	<ol style="list-style-type: none"> 1. Once the scope of work is final, prepare a technical analysis of an estimate of the hours required to complete the tasks. Assistance may be requested from the SDDOT Project Manager. 2. Include the following in the technical analyses: <ol style="list-style-type: none"> a. Types of labor required. b. Number of work hours for each type of labor. 3. Determine an acceptable fixed fee percentage using Derivation of Profit worksheet Form DOT-924 as shown in Appendix B. Do not exceed 15%. 4. Request a cost proposal from the Consultant. An example of a cost proposal is shown in Appendix J or available in spreadsheet format as Form DOT-918 as shown in Appendix J.
CONSULTANT	<ol style="list-style-type: none"> 1. Prepare a cost proposal in a spreadsheet format as shown in Appendix J. Include: <ol style="list-style-type: none"> a. Direct labor hours and rates by employee and classification. b. Overhead, based on direct labor total. c. Fixed fee based on direct labor plus overhead total. d. Cost of money based on direct labor total. e. Other direct costs based on substantiated rates or actual costs. f. Maximum limiting amount. 2. Submit to the LPA.
LPA	<ol style="list-style-type: none"> 1. If LPA’s estimate of the hours for work types differs significantly from the Consultant’s proposal, review and possibly revise the technical analyses, or negotiate with the Consultant to revise the proposal. A revision of the technical analyses can consist of crossing out and overwriting some areas. 2. Document negotiations and include the resources considered by the negotiator. 3. Retain negotiation documentation for not less than 3 years from the approval date of the final voucher with FHWA for the final task order under each contract, as required by the CFR and the SDDOT Records Retention and Destruction Schedule. 4. If an acceptable price and scope of work cannot be negotiated with the first firm, solicit a proposal from your second choice and repeat previous steps. 5. Complete the Task Order form as shown in Appendix L.

	6. Submit proposal and Task Order form to SDDOT Project Manager for review and approval.
SDDOT PROJECT MANAGER	Forward Task Order form and all attachments to Audits for review and approval.
SDDOT AUDITS	Assign Task Order number and review proposal for compliance with all applicable Federal and/or State requirements.
SDDOT PROJECT MANAGER	Forward approved documents to LPA for execution.
LPA	Send two copies of the task order to the firm for signature; or email the task order to them and request that they print two copies, sign them, and return them to the LPA.
CONSULTANT	<ol style="list-style-type: none"> 1. Review the task order and sign two copies. 2. Forward all original copies to the LPA.
LPA	<ol style="list-style-type: none"> 1. Sign all copies. 2. Mail or email a Notice to Proceed to the Consultant along with a signed copy of the task order. If Federal-aid is to pay for the work order items, ensure that a signed DOT-292 form has been received from FHWA prior to issuing the Notice to Proceed. A Notice to Proceed may be given verbally, followed by written documentation such as an email or letter, within 48 hours of the time verbal approval was given. 3. Distribute sets of the task order, and Notice to Proceed as follows: <ol style="list-style-type: none"> a. The second original task order is retained by the LPA b. One copy of the task order, and Notice to Proceed is sent to the SDDOT PM.
CONSULTANT	<p>Include the following information when submitting invoices for payment to the LPA:</p> <ol style="list-style-type: none"> 1. Beginning and ending dates for the period covered. Separate costs by the company fiscal year. 2. Company Job Cost Number for the Task Order. The number must be unique for each. 3. For labor costs, list the employee names or numbers, their hours, and their salary rates. A detailed listing by date must also be provided. 4. Show the overhead rate and amount. 5. Show the cost of money rate if applicable) and amount. 6. List quantities and rates for allocated direct costs, such as mileage, copies, etc. A detailed listing of mileage and equipment usage by date must also be provided. 7. Copies of travel details.
LPA	<ol style="list-style-type: none"> 1. Pay the Consultant invoice. 2. Submit all documentation to SDDOT PM for reimbursement.
SDDOT PROJECT MANAGER	<ol style="list-style-type: none"> 1. Verify adequacy of documentation submitted. 2. Process Form DOT 904 as shown in Appendix M to reimburse LPA. 3. Send to Audits for processing.
LPA	Retains all Task Order, subcontract, Amendment and Payment records until three years after the project is closed. SDDOT Project Manager will issue a letter to the LPA when project is closed.

TABLE V-D. MONETARY AMENDMENTS TO WORK ORDERS

RESPONSIBILITY	ACTION
SDDOT PROJECT MANAGER	<ol style="list-style-type: none"> 1. If there is a change in project scope, prepare as detailed an amendment to the scope of work as possible, so the Consultant can prepare a cost-effective proposal.
CONSULTANT	<ol style="list-style-type: none"> 1. Review the draft scope of work and redline as appropriate for work items that may have been missed or to add further clarification. 2. Return to the SDDOT PM. <p>(This may take several cycles until the scope is agreed to.)</p>
SDDOT PROJECT MANAGER	<ol style="list-style-type: none"> 1. After the change in scope is agreed to, but before requesting a proposal for the amendment, prepare a technical analysis that gives the SDDOT an estimate of the hours required to do the work. The technical analysis may be prepared by delegated staff. 2. Include the types of labor required and the number of work hours for each type of labor in the technical analysis. 3. Use the current approved fixed fee rate for the consultant 4. Request a cost proposal from the Consultant. 5. There may be occasions where the work was completed by the consultant at the direction of the SDDOT Project Manager, but prior to amending the work order. When this occurs, include the following language in the amendment: <p><i>It is understood and agreed between the parties that certain work was performed by the consultant before this amendment was approved. Further, it was the intent of the parties that the consultant performs this work and be paid in accordance with the contract. In light of the foregoing, the parties hereto ratify the acts of the consultant which may have been performed during this period of time and agree to pay for his services which were performed. The effective date of this amendment shall be DATE.</i></p>
CONSULTANT	<ol style="list-style-type: none"> 1. Prepare a cost proposal in the same format as submitted for the original work order and send to the SDDOT PM. 2. Make sure the monetary amendment proposal contains the following: <ol style="list-style-type: none"> a. Direct labor hours and rates by employee classification b. Overhead, based on direct labor total. c. Fixed fee based on direct labor plus overhead total. d. Cost of money based on direct labor total. e. Other direct costs, based on substantiated rates or actual costs.
SDDOT PROJECT	<ol style="list-style-type: none"> 1. If SDDOT’s estimate of the hours for each type of work differs significantly from the Consultant’s proposal, review and possibly revise the technical analysis, or negotiate with the

MANAGER	<p>Consultant to revise the proposal. A revision of the technical analysis can be crossing out and overwriting some areas.</p> <ol style="list-style-type: none"> 2. Document negotiations and include the resources considered by the negotiator. 3. Retain negotiation documentation for three years after the work order is complete, and as required by SDDOT Records Retention and Destruction Schedule.
SDDOT PROJECT MANAGER OR LGA WORK ORDER SPECIALIST	<ol style="list-style-type: none"> 1. Prepare/provide the Form DOT-917 as shown in Appendix K to note the amended information. 2. Assign a number to the amendment. 3. If it is a cost plus fixed fee amendment, ensure that it specifies a maximum limiting amount. This may or may not include a small contingency of not more than 5%. 4. Verify that subcontracts meet the following requirements: <ol style="list-style-type: none"> a. Adheres to the same federal and state requirements as the prime agreement for consultant services, work orders, and is stated so in the subcontract. b. Is supported by cost breakdowns at the same level of detail as that required for the initial work order and /or amendments. c. Is work that was in the technical analysis. 5. Comply with the Delegation of Authority Policy signature limits on work order amendment amounts.
CONSULTANT	<ol style="list-style-type: none"> 1. Review the monetary amendment and sign. 2. Forward to the LPA if applicable, or return to the SDDOT PM.
LPA	<ol style="list-style-type: none"> 1. Review the monetary amendment and sign, if applicable. 2. Forward original to the LGA Work Order Specialist if applicable.
SDDOT PROJECT MANAGER OR LGA WORK ORDER SPECIALIST	<ol style="list-style-type: none"> 1. When the appropriate signatures are obtained, sign and execute the monetary amendment, if appropriate. 2. Issue a Notice to Proceed to the Consultant. A Notice to Proceed may be given verbally, followed by written documentation such as an email, within 48 hours of the time verbal approval was given. It also may be a letter. 3. Prepare a revised DOT-121 form. 4. Distribute the original monetary amendments and copies as follows: <ol style="list-style-type: none"> a. The signed original work order, original DOT-121 and a copy of the Notice to Proceed is sent to Audits b. One copy of the work order, DOT-121, and Notice to Proceed is retained by the consultant. c. One copy of the work order, DOT-121, and Notice to Proceed is sent to the Local Government Agency. d. One copy of the work order, DOT-121, and Notice to Proceed is sent to the originating office.

TABLE V- E. TIME EXTENSION AMENDMENTS TO WORK ORDERS

RESPONSIBILITY	ACTION
SDDOT PROJECT MANAGER	Request that the Consultant make a written request for a time extension, as required by the terms of the agreement. Email and letters are considered written requests.
CONSULTANT	<ol style="list-style-type: none"> 1. Prepare a written request for a time extension; this may be an email. 2. Make sure the request explains why the time extension is needed and provides a new date for completion of services. 3. Submit to the SDDOT PM.
SDDOT PROJECT MANAGER OR LGA WORK ORDER SPECIALIST	<ol style="list-style-type: none"> 1. Assign a number to the amendment. 2. Prepare a DOT-121 form. 3. Issue a Notice to Proceed letter or email to the consultant stating the project number, PCN number, location, and work order number along with the prior completion date and the new overall completion date. A standard form such as Road Design Form C5a- Consultant (Time Extension Only Amendment) may be used. 4. If the request for the overall completion date is after the original overall completion date, the following paragraph must be included in the Notice to Proceed letter or email: <p><i>Time Extension Granted</i></p> <p><i>It is understood and agreed between the parties that certain work was performed by the consultant before this amendment was approved. Further, it was the intent of the parties that the consultant performs this work and be paid in accordance with the contract. In light of the foregoing, the parties hereto ratify the acts of the consultant which may have been performed during this period of time and agree to pay for his services which were performed. The effective date of this amendment shall be ORIGINAL OVERALL COMPLETION DATE with an overall completion date of NEW OVERALL COMPLETION DATE.</i></p> 5. Distribute the time extension amendments, DOT-121 and Notice to Proceed as follows: <ol style="list-style-type: none"> a. The signed original work order, original DOT-121 and a copy of the Notice to Proceed is sent to Audits b. One copy of the work order, DOT-121, and Notice to Proceed is sent to the consultant. c. One copy of the work order, DOT-121, and Notice to Proceed is retained by the originating office.

VI.CONTRACT FEE TYPES

The 23 CFR 172.9(b) allows the use of four different fee types for contracting with Consultants. The SDDOT PM selects the fee type based on aspects of each project. When the method of payment is other than lump sum, the contract shall specify a maximum amount payable which shall not be exceeded unless adjusted by a contract modification. Below is a description of the four fee methods allowed:

A. Cost Plus Fixed Fee.

The most common fee type used is the Cost Plus Fixed Fee. The fee includes labor rate, overhead rate, the negotiated fixed fee, and other direct costs. For audit efficiency, Consultants must include with their invoices a job costing summary report, labor reports and support documentation for all direct costs such as travel, sub-consultants, etc. In addition, the Consultant must include with their invoices a progress report.

B. Unit Price

SDDOT PMs use this fee method when buying a specific item at a set cost and when the number of units needed is not known. The unit price is a combined amount of the labor rate, overhead rate, and the negotiated fixed fee percentage (profit). For audit efficiency, Consultant must include with their invoices a labor report and support documentation for number of units, receipts for direct expenses, and sub-consultant invoices. In addition, the Consultant must include with their invoices a progress report.

C. Lump Sum

SDDOT PMs use this fee method when the extent, scope of work, complexity of project, method, and duration for completion are fully defined and not likely to change. Fair and reasonable compensation, including fixed fee can be determined at the time of negotiation. Lump sum contracts may or may not be audited. They are normally minimal risk, small contracts, less than \$5,000.

D. Specific Rates of Compensation

The specific rates of compensation payment method provides for reimbursement on the basis of direct labor hours at specified fixed hourly rates, including direct labor costs, indirect costs, and fee or profit, plus any other direct expenses or costs, subject to an agreement maximum amount. This payment method shall only be used when it is not possible at the time of procurement to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy. The specific rates of compensation payment method should be limited to contracts or components of contracts for specialized or support type services where the consultant is not in direct control of the number of hours worked, such as construction engineering and inspection. When using this payment method, the contracting agency shall manage and monitor the consultant's level of effort and classification of employees used to perform the contracted services.

VII. MANAGING THE CONTRACT

As in all business transactions that include a contract, the SDDOT contract is a legal and binding document which serves as the guiding tool to ensure the project work scope is being met and in a timely, agreed-upon schedule all within the contract budget. The SDDOT PM (and/or the Local Government Assistance Office, if applicable) will oversee the Consultant's progress, payments, and performance.

The SDDOT PM is assigned to represent SDDOT to ensure that the commitments of the contract are met. To manage Consultant contracts requires a practical knowledge of accounting, transportation project financing, Federal-aid requirements, local agency stewardship, SDDOT project delivery process, contract administration and SDDOT's business systems.

For provisional billing purposes, the Consultant will use actual costs for direct salary and current available costs for material and equipment, payroll additive, and general overhead. The Consultant's overhead rate and wage rates may change from year to year as the work order progresses, but the work order has a Not to Exceed limit regardless of the rates used. The Consultant's invoices will include the Consultant's project number. The final reimbursement will be based on the actual unit rates in accordance with 48 CFR Part 31, 2 CFR Part 200, and the Consultant's usual and normal practice as determined by audit after all authorized work is completed, subject to the limiting amount. The Consultant will certify that the Consultant's accounting system complies with standards stated in the Consultant Accounting Certification.

The Department will not make any payment for corrections the Consultant must make because work commenced without the Department's approval.

A. Accounting Principles from [23 CFR 172.11](#)

(a) Allowable Costs

- (1) Costs or prices based on estimated costs for contracts shall be eligible for federal reimbursement only to the extent that costs incurred, or cost estimates included in negotiated prices are allowable in accordance with the Federal cost principles.
- (2) Consultants shall be responsible for accounting for costs appropriately and for maintaining records, including supporting documentation, adequate to demonstrate that costs claimed have been incurred, are allocable to the contract, and comply with Federal cost principles.

(b) *Elements of contract costs.* The following requirements shall apply to the establishment of the specified elements of contract costs:

(1) *Indirect cost rates.*

- (i) Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and in compliance with the Federal cost principles.

(ii) Contracting agencies shall accept a consultant's or sub-consultant's indirect cost rate(s) established for a 1-year applicable accounting period by a cognizant agency that has:

(A) Performed an audit in accordance with generally accepted government auditing standards to test compliance with the requirements of the Federal cost principles and issued an audit report of the consultant's indirect cost rate(s); or

(B) Conducted a review of an audit report and related workpapers prepared by a certified public accountant and issued a letter of concurrence with the related audited indirect cost rate(s).

(iii) When the indirect cost rate has not been established by a cognizant agency in accordance with paragraph (b)(1)(ii) of this section, the SDDOT or other recipient shall perform an evaluation of a consultant's or sub-consultant's indirect cost rate prior to acceptance and application of the rate to contracts administered by the recipient or its sub-recipients. The evaluation performed by SDDOT or other recipients to establish or accept an indirect cost rate shall provide assurance of compliance with the Federal cost principles and may consist of one or more of the following:

(A) Performing an audit in accordance with generally accepted government auditing standards and issuing an audit report;

(B) Reviewing and accepting an audit report and related workpapers prepared by a certified public accountant or another State Transportation Agency (STA);

(C) Establishing a provisional indirect cost rate for the specific contract and adjusting contract costs based upon an audited final rate at the completion of the contract; or

(D) Conducting other evaluations in accordance with a risk-based oversight process as specified in paragraph (c)(2) of this section and within the agency's approved written policies and procedures, as specified in § 172.5(c).

(iv) A lower indirect cost rate may be accepted for use on a contract if submitted voluntarily by a consultant; however, the consultant's offer of a lower indirect cost rate shall not be a condition or qualification to be considered for the work or contract award.

(v) Once accepted in accordance with paragraphs (b)(1)(ii) through (iv) of this section, contracting agencies shall apply such indirect cost rate for the purposes of contract estimation, negotiation, administration, reporting, and contract payment and the indirect cost rate shall not be limited by administrative or de facto ceilings of any kind.

(vi) A consultant's accepted indirect cost rate for its 1-year applicable accounting period shall be applied to contracts; however, once an indirect cost rate is established for a contract, it may be extended beyond the 1-year applicable period, through the duration of the specific contract, provided all concerned parties agree. Agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or contract award.

(vii) *Disputed rates.* If an indirect cost rate established by a cognizant agency in paragraph (b)(1)(ii) of this section is in dispute, the contracting agency does not have to accept the rate. A contracting agency may perform its own audit or other evaluation of the consultant's indirect cost rate for application to the specific contract, until or unless the dispute is resolved. A contracting agency may alternatively negotiate a provisional indirect cost rate for the specific contract and adjust contract costs based upon an audited final rate. Only the consultant and the parties involved in performing the indirect cost audit may dispute the established indirect cost rate. If an error is discovered in the established indirect cost rate, the rate may be disputed by any prospective contracting agency.

(2) *Direct salary or wage rates.*

(i) Compensation for each employee or classification of employee must be reasonable for the work performed in accordance with the Federal cost principles.

(ii) To provide for fair and reasonable compensation, considering the classification, experience, and responsibility of employees necessary to provide the desired engineering and design related services, contracting agencies may establish consultant direct salary or wage rate limitations or “benchmarks” based upon an objective assessment of the reasonableness of proposed rates performed in accordance with the reasonableness provisions of the Federal cost principles.

(iii) When an assessment of reasonableness in accordance with the Federal cost principles has not been performed, contracting agencies shall use and apply the consultant's actual direct salary or wage rates for estimation, negotiation, administration, and payment of contracts and contract modifications.

(3) *Fixed fee.*

(i) The determination of the amount of fixed fee shall consider the scope, complexity, contract duration, degree of risk borne by the consultant, amount of subcontracting, and professional nature of the services as well as the size and type of contract.

(ii) The establishment of fixed fee shall be contract or work order specific.

(iii) Fixed fees more than 15 percent of the total direct labor and indirect costs of the contract may be justified only when exceptional circumstances exist.

(4) *Other direct costs.* A contracting agency shall use the Federal cost principles in determining the reasonableness, allowability, and allowability of other direct contract costs.

(c) *Oversight—*

(1) *Agency controls.* Contracting agencies shall provide reasonable assurance that consultant costs on contracts reimbursed in whole or in part with FAHP funding are allowable in accordance with the

Federal cost principles and consistent with the contract terms considering the contract type and payment method. Contracting agency written policies, procedures, contract documents, and other controls, as specified in §§ 172.5(c) and 172.9 shall address the establishment, acceptance, and administration of contract costs to assure compliance with the Federal cost principles and requirements of this section.

(2) *Risk-based analysis.* The STAs or other recipient may employ a risk-based oversight process to provide reasonable assurance of consultant compliance with Federal cost principles on FAHP funded contracts administered by the recipient or its sub-recipients. If employed, this risk-based oversight process shall be incorporated into STA or other recipient written policies and procedures, as specified in § 172.5(c). In addition to ensuring allowability of direct contract costs, the risk-based oversight process shall address the evaluation and acceptance of consultant and sub-consultant indirect cost rates for application to contracts. A risk-based oversight process shall consist of the following:

(i) *Risk assessments.* Conducting and documenting an annual assessment of risks of noncompliance with the Federal cost principles per consultant doing business with the agency, considering the following factors:

- (A) Consultant's contract volume within the State;
- (B) Number of States in which the consultant operates;
- (C) Experience of consultant with FAHP contracts;
- (D) History and professional reputation of consultant;
- (E) Audit history of consultant;
- (F) Type and complexity of consultant accounting system;
- (G) Size (number of employees or annual revenues) of consultant;
- (H) Relevant experience of certified public accountant performing audit of consultant;
- (I) Assessment of consultant's internal controls;
- (J) Changes in consultant organizational structure; and Show citation box
- (K) Other factors as appropriate.

(ii) *Risk mitigation and evaluation procedures.* Allocating resources, as considered necessary based on the results of the annual risk assessment, to provide reasonable assurance of compliance with the Federal cost principles through application of the following types of risk mitigation and evaluation procedures appropriate to the consultant and circumstances:

- (A) Audits performed in accordance with generally accepted government audit standards to test compliance with the requirements of the Federal cost principles;

(B) Certified public accountant or other STA work paper reviews;

(C) Other analytical procedures;

(D) Consultant cost certifications in accordance with paragraph (c)(3) of this section;
and

(E) Consultant and certified public accountant training on the Federal cost principles.

(iii) *Documentation.* Maintaining supporting documentation of the risk-based analysis procedures performed to support the allowability and acceptance of consultant costs on FAHP funded contracts.

(3) Consultant cost certification.

(i) Indirect cost rate proposals for the consultant's 1-year applicable accounting period shall not be accepted and no agreement shall be made by a contracting agency to establish final indirect cost rates, unless the costs have been certified by an official of the consultant as being allowable in accordance with the Federal cost principles. The certification requirement shall apply to all indirect cost rate proposals submitted by consultants and sub-consultants for acceptance by a STA or other recipient. Each consultant or sub-consultant is responsible for certification of its own indirect cost rate and may not certify the rate of another firm.

(ii) The certifying official shall be an individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted for acceptance.

(iii) The certification of final indirect costs shall read as follows:

Certificate of Final Indirect Costs

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal (identify proposal and date) to establish final indirect cost rates for (identify period covered by rate) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of title 48, Code of Federal Regulations (CFR), part 31; and

2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR of 48 CFR part 31.

Firm:

Signature:

Name of Certifying Official:

Title:

Date of Execution:

(4) *Sanctions and penalties.* Contracting agency written policies, procedures, and contract documents, as specified in §§ 172.5(c) and 172.9(c), shall address the range of administrative, contractual, or legal remedies that may be assessed in accordance with Federal and State laws and regulations where consultants violate or breach contract terms and conditions. Where consultants knowingly charge unallowable costs to a FAHP funded contract:

(i) Contracting agencies shall pursue administrative, contractual, or legal remedies and provide for such sanctions and penalties as may be appropriate; and Show citation box

(ii) Consultants are subject to suspension and debarment actions as specified in [2 CFR part 1200](#) and [2 CFR part 180](#), potential cause of action under the False Claims Act as specified in [32 U.S.C. 3729-3733](#), and prosecution for making a false statement as specified in [18 U.S.C. 1020](#).

(d) *Pre-notification; confidentiality of data.* FHWA, recipients, and sub-recipients of FAHP funds may share audit information in complying with the recipient's or sub-recipient's acceptance of a consultant's indirect cost rates pursuant to [23 U.S.C. 112](#) and this part provided that the consultant is given notice of each use and transfer. Audit information shall not be provided to other consultants or any other government agency not sharing the cost data, or to any firm or government agency for purposes other than complying with the recipient's or sub-recipient's acceptance of a consultant's indirect cost rates pursuant to [23 U.S.C. 112](#) and this part without the written permission of the affected consultants. If prohibited by law, such cost and rate data shall not be disclosed under any circumstance; however, should a release be required by law or court order, such release shall make note of the confidential nature of the data.

B. Invoices

Consultants provide a monthly or quarterly firm-generated invoice. The Consultants do not need to supply the DOT 904 form, as this must include all the internal financial coding that the consultant is not aware of. In addition to the SDDOT Project Description, and Contract number, the invoice must contain the specific information for the contract's fee type; unit price, lump sum, or cost-plus-fixed fee. Invoices are monthly or quarterly based on billed amount. The cost plus a percentage of cost and percentage of construction cost methods of payment shall not be used.

- An Invoice (Cost Plus Fixed Fee) must contain an individual breakdown of raw labor for each staff member and number of hours worked to calculate the total raw labor. The total raw labor is then multiplied by the overhead and added to the raw labor then the fixed fee is multiplied and added in. There are variations allowed in the payment of the fixed fee.

An Invoice (Unit Price) must include a combined rate (raw labor, negotiated overhead and fixed fee) for each staff member identified in the contract and number of hours worked. *New employee(s) will require a modification to the contract unless the new employee(s) are part of an established category rate.*

- An Invoice (Lump Sum) must include the total contract amount, percent billed to date, previous percentage billed and current billing percentage. No backup documentation for labor and reimbursable direct expenses is necessary for lump sum invoicing.

C. Payment Request and Progress Report

Consultants must submit a monthly or quarterly invoice and Progress Report to the SDDOT PM. Consultants must also provide sufficient detail in their invoicing as outlined in the project contract including fee type, approved staff, and direct costs. Supporting documentation for the invoice such as labor reports, direct expenses and sub-consultant expenses are also included. Copies of timesheets are required in order to verify overtime. The payment request may be submitted electronically. The invoice must identify the work order number, project number, PCN number, and contract number and should include breakdown of tasks identical to those contained on the contract cost estimate.

Not all PMs require Progress Reports for all projects. Small or uncomplicated projects may not require Progress Reports. This should be discussed and agreed to by the PM and the Consultant.

The SDDOT PM is responsible for and authorized to manage the payment process based on the contract language and may request additional supporting documentation if needed. Once the SDDOT PM approves the Consultant payment submittal, it is forwarded to the Audits office for processing.

The most common omissions or errors resulting in a delay of payment to the Consultant are:

- Incomplete breakdown of summary of work/costs such as missing or inaccurate employee titles or wages, listing loaded rates and not breakdown of labor rate and overhead. Not including daily work logs to verify hours claimed.
- Insufficient back up documentation such as failing to provide sub-consultant invoices, copies of reimbursable expenses, failing to list usage and rate for items.
- Hours claimed after an expired work order or contract completion date.
- Incorrect use of approved rates for overhead, cost of money, and for meals or lodging charges above state maximums. Not supplying a detailed meal receipt from establishments who serve alcohol.
- Overlapping charges from previous invoice periods.

D. Retainage

When the Consultant is not performing satisfactory or timely work, the Department may require a withholding from amounts due of up to ten percent (10%) of the fixed fee to protect the Department's interest and ensure satisfactory completion of the work. The Department will notify the Consultant in writing when retainage will be withheld. The Department will pay that portion of the fixed fee in the proportion of the actual work completed up to ninety percent (90%) as documented on the monthly progress reports. The remaining 10% fixed fee will be released with the final invoice upon receipt of all deliverables. Whenever the Department determines that the work is substantially complete and that the amount retained is in excess of the amount adequate for the protection of the Department, the Department will release the excess amount to the Consultant. Upon satisfactory completion by the Consultant and final acceptance by the Department of all work done by the

Consultant, the Consultant will be paid the unpaid balance of fixed fee due for work under the statement, including all withheld amounts. Delays in job performance are to be noted on the Evaluation Forms at the completion of the project.

E. Revisions

Contract modifications are required for any amendments to the terms of the existing contract or work order that change the cost of the contract or work order; significantly change the character, scope, complexity, or duration of the work; or significantly change the conditions under which the work is required to be performed. A contract or work order modification shall clearly define and document the changes made, establish the method of payment for any adjustments in contract costs, and be in compliance with the terms and conditions of the contract or work order, and original procurement. The PM will negotiate contract or work order modifications following the same procedures as the negotiation of the original contract or work order. The PM may add to a contract only the type of services and work included within the scope of services of the original solicitation from which a qualification-based selection was made.

For any additional engineering and design related services outside of the scope of work established in the original request for proposal, the PM shall:

- (i) Procure the services under a new solicitation;
- (ii) Perform the work itself using contracting agency staff; or
- iii) Use a different, existing contract under which the services would be within the scope of work.

Overruns in the costs of the work do not automatically warrant an increase in the fixed fee portion of a cost plus fixed fee reimbursed contract. Permitted changes to the scope of work or duration may warrant consideration for adjustment of the fixed fee portion of cost plus fixed fee or lump sum reimbursed contracts.

F. Overtime

No additional payment for premium time (overtime) as it relates to hours worked beyond forty (40) hours per week will be considered unless approved by the PM. In accordance with 48 CFR 22.103-4, the PM must approve the Consultant's request for overtime in advance and in writing. Written approval may be e-mail, with a copy provided to the Audits Office. Copies of timesheets will be required to verify overtime pay.

Approval may only be granted by the PM if overtime is necessary to:

- (1) Meet essential delivery or performance schedules;
- (2) Make up for delays beyond the control and without the fault or negligence of the contractor; or
- (3) Eliminate foreseeable extended production bottlenecks that cannot be eliminated in any other way.

Overtime may be included in the work order cost breakdown if necessitated by any of the reasons listed above. Examples of when overtime may be allowed include, but are not limited to, an emergency project or if overtime will be necessary to accomplish construction administration or testing.

If a change is made to the invoice by an auditor because of unallowable or ineligible costs, the originating DOT office will be notified. The office is responsible for notifying the consultant of the change.

VIII. CONTRACT MONITORING AND EVALUATION

SDDOT recognizes that Consultants cannot improve or sustain good performance without project-specific constructive feedback and in accordance with [23 CFR 172.9\(a\)\(5\)](#), SDDOT must monitor the Consultant’s work. SDDOT PMs and, if applicable, the Local Public Agency, evaluate consultant performance at the completion of each contract, or at any stage of the project deemed necessary by the SDDOT PM. The purpose of the evaluation is to provide feedback to the Consultant with the opportunity for project course correction and to improve communication and the quality of project deliverables. The evaluation also provides SDDOT important information for future consultant selection decisions.

The Consultant Project Evaluation Form is designed to allow the SDDOT PM to provide an evaluation on the general management of a project and to choose discipline areas most applicable to the project for evaluation. The SDDOT Contract Management Engineer receives the completed form and the scoring on the form. SDDOT PMs have access to review all Consultant Evaluation Forms. These forms are reviewed during the Retainer Contract qualification review process and are used in the ranking process.

TABLE VIII- A. CONSULTANT EVALUATIONS	
RESPONSIBILITY	ACTION
SDDOT PROJECT MANAGER	<ol style="list-style-type: none"> 1. When final plans or documents are received, or construction project is substantially complete, complete the applicable Consultant Evaluation Forms DOT 909-916 as shown in Appendix Q. 2. Submit a copy of the Consultant Evaluation form to: <ol style="list-style-type: none"> a. Consultant – For work orders, the contact person identified in the work order, and the contact person identified in the agreement. For non-work order agreements, the contact person identified in the agreement. Contact the Consultant Services Coordinator to obtain the agreement consultant contact person. b. SDDOT Consultant Services Coordinator c. LPA if applicable
SDDOT CONSULTANT SERVICES COORDINATOR	Maintain a consultant evaluation database.

SDDOT expects Consultants to exercise an appropriate standard of care and to provide quality services to the SDDOT. On occasion, errors and omissions are the result of carelessness or gross negligence. The discovery of an error or omission triggers the gathering of information on the scope of the problem, actions and responsibilities of the various parties, and the potential validity and extent of any claims that may arise.

IX. CONTRACT OR WORK ORDER TERMINATION

The Department may terminate a contract or any portion of a contract, including any previously issued Work Order, upon ten days' written notice. If the Consultant breaches any of the terms or conditions of a contract, the Department may terminate a contract at any time, with or without notice. The Consultant will be paid for acceptable work accomplished to the date of termination upon furnishing to the Department the entire work product produced up to the time of termination.

If the Department terminates the contract without fault on the part of the Consultant, the Consultant will deliver to the Department all work product completed to the date of termination. The Consultant's work product will become the property of the Department and the Consultant will be paid for work performed and delivered up to the date of termination. The value of the work performed, services rendered and delivered, and the amount to be paid as actual costs will be mutually satisfactory to the Department and to the Consultant. The Consultant will be paid a portion of the fixed fee, plus actual costs. The portion of the fixed fee will be based on the ratio of the actual costs incurred to the estimated actual costs contained in the Work Order or contract. The Department will determine actual costs to be reimbursed by audit of such costs to the date of termination except actual costs to be reimbursed will not exceed the Maximum Limiting Fee.

If the Department terminates the Consultant's services for fault on the part of the Consultant, the Department will be entitled to recover payments made to the Consultant for the work which is the cause of the at fault termination. The Department will pay the Consultant for work satisfactorily performed and delivered to the Department up to the date of termination. The Department may adjust any payment due to the Consultant at the time of termination to cover any additional costs to the Department due to the Consultant's at-fault termination. After audit of the Consultant's actual costs to the date of termination and after determination by the Department of the amount of work satisfactorily performed and the additional costs incurred by the Department due to the Consultant's at fault termination, the Department will determine the amount to be paid to the Consultant. Upon termination, the Department may take over the work and may award another party a contract to complete the work under a contract or work order.

X. CONTRACT CLOSURE/AUDIT REQUIREMENTS

All work orders and contracts require timely closure. The SDDOT Office of Audits may perform an audit on **ANY** contract. Small Lump Sum projects where deliverables and costs are clearly defined and risk is low, may not be subject to audit.

An audit will consist of review of the negotiated overhead and/or labor rates and the direct costs established in the contract. The Office of Audits conducts an audit to determine the allowable costs incurred by the Consultant, which then allows the financial closure of the contract.

The final payment should be accompanied by a DOT-996 Work Order Closure Form as shown in Appendix O. When audits receives the last voucher marked as final, accompanied by the DOT 996 form, all previous payments will be verified to ensure the final payment is correct and contains any remaining fixed fees. Note that remaining fixed fees must be requested with an invoice by the consultant. Once final payment is entered, the work order will be closed by audits.

A new 996 form MUST be completed for EACH consultant, sub-consultant and project associated with the contract/work order. If your work order spans more than one contract, a separate form is needed for each contract it spans.

If the final payment comes to Audits without the Work Order Closure form because of instances such as construction miscellaneous, all payments will be verified but the work order will not be closed until the Work Order Closure form is received from the originating office. A retainer contract is not closed by Audits until all work order close out forms for final payments and indirect cost forms for the true ups have been received. Once closed, Finance will be notified.

SDDOT has the right to require supporting documentation for every dollar billed. For example, labor hours and rates require time sheets, progress reports, job costing reports, etc. Direct costs such as travel, meals, products, and services need invoices or receipts. Sub-consultant costs also require supporting documentation, including the contract with the Consultant, invoices, and payment records.

Upon reasonable notice, the Consultant will allow the Department, the Federal Highway Administration (FHWA), the United States Department of Transportation's Inspector General, the Comptroller of the United States, or any authorized representative, to have access to and the right to examine and copy all records, books, papers, or documents related to services rendered. The Consultant will keep these records clearly identified and readily accessible for a period of three years from the approval date of the final voucher with FHWA for the final work order under each retainer contract, and all other pending matters are closed. The SDDOT will also keep all records regarding a contract on file for not less than three years from the approval date of the final voucher with FHWA for the final work order under each retainer contract.

SDDOT and sub-recipients will comply with procurement requirements established in State and local laws, regulations, policies, and procedures that are not addressed by or are not in conflict with applicable Federal laws and regulations, as specified in [2 CFR Part 1201](#).

When State and local procurement laws, regulations, policies, or procedures are in conflict with applicable Federal laws and regulations, a contracting agency shall comply with Federal requirements to be eligible for federal reimbursement of the associated costs of the services incurred following FHWA authorization, as specified in [2 CFR 200.102\(c\)](#).

TABLE X. A WORK ORDER OR CONTRACT CLOSURE

RESPONSIBILITY	ACTION
CONSULTANT	<ol style="list-style-type: none"> 1. Prepare the final payment request. 2. There may be instances where the actual costs exceed the maximum limiting amount. Include a line on the invoice for “exceeds maximum” that reduces the payment to the balance available. 3. Ensure that all fixed fee is billed. 4. Submit final pay request to the PM or Work Order Specialist. Note that this is the final payment.
SDDOT PROJECT MANAGER OR LGA WORK ORDER SPECIALIST	<ol style="list-style-type: none"> 1. Verify payment information and documentation is adequate and accurate. 2. Any amount that exceeds the maximum limiting amount or maximum fixed fee should be indicated on the invoice and the total reduced to the available amount remaining. 3. Prepare DOT-904 Payment Voucher form and mark it as Final in the Notes area. 4. Ensure that the remainder of the fixed fee has been claimed. If not, add it to the invoice total. 5. Prepare and attach the DOT-996 Work Order Closure form shown in Appendix O. 6. Submit the voucher and closure form to the Audits Office.
AUDITS OFFICE	<ol style="list-style-type: none"> 1. Verify all previous payments to ensure the final payment is correct. 2. Enter the final payment in Negotiated Contracts and mark it as Closed. 3. Submit the voucher and closure form to the Purchasing Specialist in the Finance Office.
PURCHASING SPECIALIST IN FINANCE OFFICE	<ol style="list-style-type: none"> 1. Process the final voucher for payment. 2. A copy of the voucher and work order closure form is given to the Senior Billing accountant.
SENIOR BILLING ACCOUNTANT IN FINANCE OFFICE	<ol style="list-style-type: none"> 1. Place a copy of the voucher and work order closure form in the project file. 2. Send a copy of the voucher and work order closure form to the Data Imaging Specialist.
DATA IMAGING SPECIALIST IN FINANCE OFFICE	<p>Scan the final voucher and work order closure form and place in File Director along with destroy date.</p>

XI. CONFLICT OF INTEREST

Transparency is a pillar of good government. Conflicts of interest that are not disclosed and waived have the potential to erode professional and personal ethics and damage the reputation of SDDOT and the Consultant community. To preserve confidence in the procurement of Consultant services, SDDOT has developed conflict of interest disclosure and waiver processes that Consultants are required to follow. Conflict of interest disclosures are public documents that will be available to other governmental agencies, the consulting community, and the general public.

A. CONSTRUCTION ENGINEERING AND DESIGN BY SAME CONSULTANT

SDDOT Project Management Teams will consider and evaluate potential conflicts of interest when selecting a Consultant Project Engineer employed by the same Consultant that is providing design services. SDDOT may retain Consultants to perform both design and construction engineering management on the same project if SDDOT determines performance of both tasks by the same consultant is fair, reasonable and in the best interests of the public.

B. EMPLOYMENT OF FORMER STATE EMPLOYEES.

[SDCL 5-18A-17 through 5-18A-17.6](#) SDCL 5-18A-17 through 5-18A-17.6 establish a process for disclosing and waiving potential conflicts of interest for current state employees and for former employees for one year after their state employment ends. Generally, absent a waiver, certain current and former state officers and employees are prohibited from contracting with state agencies and from deriving benefits from Consultant contracts when the state officer or employee had substantial involvement in recommending, awarding, or administering the contract. Further information about these conflict-of-interest laws and the required process for disclosing and waiving a conflict of interest may be found at the following website address: <https://bhr.sd.gov/policies-forms/>.

C. CONTRACT CONFLICT OF INTEREST

All Consultants (including officers, agents, subcontractors, and employees of Consultants) performing services for SDDOT shall fully disclose all conflicts of interest in accordance with the requirements of state and federal law, rules, and regulations, and shall obtain a written waiver of said conflicts from SDDOT before providing services. No Consultant, or officer, agent or employee of the Consultant, shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project for which the Consultant is providing services unless such interest is openly disclosed upon the public records of SDDOT and the conflict of interest has been waived in writing by SDDOT.

XII. INSURANCE

SDDOT, like all contracting agencies, requires Consultants to be covered by insurance. Consultants must furnish SDDOT Consultant Services Coordinator a “Certificate of Insurance” for each type of required insurance. An example of *Certificate of Insurance* is in Appendix N.

A Certificate of Insurance must be approved by SDDOT before the Consultant begins work. The Consultant’s

insurer must be authorized to do business in South Dakota. Insurance must be maintained in force until all activities under contract with SDDOT are completed and accepted by SDDOT. The following guidelines may be changed and updated from time to time to meet the demands of the changing insurance market.

A. General Insurance Requirements for All Policies

In the event any work is subcontracted, the Consultant will require its sub-consultant, at no direct cost to the project, to secure and maintain all minimum insurance coverages required of the Prime Consultant. This requirement can be waived at the discretion of the SDDOT PM.

All required certificates and policies will provide that coverage there under will not be canceled or modified without providing 30 days prior written notice to SDDOT in a manner approved by the Assistant Attorney General for SDDOT, either by the insurance carrier or the named insured.

B. Standard Required Insurance Policies

Consultants, at no direct cost to the project, will secure and maintain the following minimum insurance coverage:

1. General Liability

Consultants will secure and maintain general liability insurance in the minimum amount of **\$1,000,000 per occurrence**. These limits can be covered either under a general liability insurance policy alone, or a combination of a general liability insurance policy and an umbrella insurance policy and/or a general liability insurance policy and an excess insurance policy. The policy will protect SDDOT, Local Public Agencies (if applicable), the Consultant, and any sub-consultant from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Consultant's operations under a contract, whether performed by the Consultant themselves, and sub-consultant, or anyone directly or indirectly employed by either of them. Such insurance will provide coverage for premises operations, acts of independent Consultants, products and completed operations.

2. Commercial Automobile Liability

Consultants will secure and maintain business automobile liability insurance or equivalent form that provides coverage for owned, hired, and non-owned automobiles in the minimum amount of **\$1,000,000 per occurrence**. SDDOT should not be an additional insured for commercial automobile liability insurance.

3. Worker's Compensation and Employer's Liability

Consultants will secure and maintain worker's compensation and employer's liability insurance sufficient to cover all of the Consultant's employees pursuant to South Dakota law.

This requirement includes those who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships. In the event any work is subcontracted, the Consultant will require its sub-consultant(s) similarly to provide worker's compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to South Dakota law.

SDDOT should not be an additional insured for worker's compensation insurance.

4. Professional Liability (aka: Architect & Engineers Insurance, Errors & Omissions Insurance, Malpractice Insurance)

Consultants will secure and maintain professional liability insurance having an A.M. Best rating of A-class VII or better. If this coverage is written on a claims-made basis, the certificate of insurance will so indicate. The Consultant represents that, as long as commercially available, the insurance will remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of SDDOT contracts are covered (on construction contracts or modifications for construction engineering management the insurance, will remain in effect for one (1) year after completion of projects). The required minimum limits are **\$1,000,000 per claim**.

SDDOT should not be an additional insured for professional liability insurance.

C. Increased Insurance Requirement

If the minimum insurance coverage is insufficient for a specific project, SDDOT may require a Consultant to obtain additional insurance. The SDDOT PM and the Consultant may perform a Consultant Services Professional Liability Risk Assessment.

D. Insurance Reporting Process

Consultants are required to submit certificates of insurance as proof of insurance to SDDOT Consultant Services Coordinator and the certificates will remain on file. A new Certificate of Insurance for SDDOT Consultant Services contracts will not be required until the one "on file" with SDDOT expires, has a change in coverage, or is cancelled.

E. Liability Insurance Waiver Request

If a Consultant performs work that in their opinion does not present a liability risk for SDDOT, the Consultant may request a waiver to the minimum liability insurance coverage required.

The waiver request should contain the following information and be forwarded to the SDDOT PM and the Consultant Services Coordinator during negotiation of the Consultant contract:

- What liability insurance coverage(s) is the Consultant requesting a waiver for?
- If a Consultant has some liability insurance coverage, but not at the minimum required, the Consultant will need to explain and provide a Certificate of Insurance.
- The Consultant will provide a brief description of the work in the contract.
- The Consultant will explain why the services being provided do not present a risk for SDDOT or why they do not present a risk that would warrant coverage at the minimum level required.
- If there will not be any vehicle operations, i.e., the Consultant will not operate a vehicle in connection with any services rendered under a contract with SDDOT **AND** the consultant agrees not to operate a vehicle in connection with services rendered under a contract with SDDOT, the Consultant may state such in a waiver request for the Commercial Automobile Liability.

XIII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Consultant will be required to certify that neither the Consultant nor the Consultant's principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a Federal-aid project by any federal department or agency before signing any contract.

APPENDIX A
CONSULTANT INTERVIEW FORMAT WORKSHEET

CONSULTANT INTERVIEW FORMAT WORKSHEET

Project Number: _____

Name / Location of Project: _____

The SDDOT Consultant Proposal Review Committee has determined interviews are necessary prior to selecting a consultant for the above project. This form is a tool that will assist the Committee in determining the format of these interviews. As this form is a guideline, the Committee may make project-specific changes as needed.

Date & Location of Interview:

Interviews will be held starting at _____ (*time*) on _____ (*date*), at _____ (*location*).

Short-listed Firms:

The Department will be interviewing the following firms (two to five):

List Firms

- (*Firm A*) _____
- (*Firm B*) _____
- (*Firm C*) _____
- (*Firm D*) _____
- (*Firm E*) _____

Format:

The following items are standard in consultant selection interviews.

- The Proposal Review Committee will use the “Selecting by Consent” method to select a consultant. Consent is defined as the willingness of all Committee members to accept a decision reached by a collaborative process.
- Up to five key consultant personnel are allowed to attend the interview, one of which must be the Consultant Project Manager.
- Principals of a company are allowed to attend the interview.
- Individuals may only interview on one Consultant Team.
- Consultants will not be given the questions in advance of the interview.
- All consultants will be asked the same questions.
- Each consultant interview will be a maximum of 60 minutes including presentation, question and answer, and summation and comment periods.
- The consultant will be given five (5) minutes at the end of the interview for summation and comment.
-

Short Presentation – (Optional):

Do you want consultants to prepare a Short Presentation on their qualifications/approach to the project? _____
(Yes / No)

If yes, the topic of the Short Presentation will be “What will it take to make the project successful?”

Determine Final Selection Score Weights:

Statements of Interest (SOI's) are now part of the final scoring. Enter weights you want assigned to the following. (Note: Consultant Summation and Comment Section is considered part of the Question and Answer Period for scoring purposes.)

- 30 % SOI is 30 % of final score
- _____ (Short Presentation weight, 0 or 10 % of final score)
- _____ (Question and Answer period weight, 60 or 70 % of final score)

_____ Total

RELEASE DEBRIEFING INFORMATION TO CONSULTANTS:

All consultants who submitted an SOI will be told the rank of the top three most highly qualified consultants.

Do you wish the Strengths & Weaknesses you observed in the consultants' SOI's released to consultants prior to the interviews? _____ (Yes / No) If no, then the information will not be released to any of the consultants until after the interviews.

Develop Topics for Questions (Optional):

List possible topics of questions you may be asking. Consultants will be given the topics of the questions in advance of the interviews. Giving the topics to consultants assists them in determining which five key personnel to bring to the interviews.

- (Topic) _____
- (Topic) _____
- (Topic) _____
- (Topic) _____
- (Topic) _____

Develop Questions:

All consultants will be asked the same questions. The recommended number of questions is between 3 and 7, dependent on time allowed for this section. The questions may be weighted if that will assist in the ranking process.

<u>Weight</u>	<u>Questions (3-7)</u>
---------------	------------------------

- | | | |
|---------|----|-------|
| • _____ | 1. | _____ |
| • _____ | 2. | _____ |
| • _____ | 3. | _____ |
| • _____ | 4. | _____ |
| • _____ | 5. | _____ |

- _____ 6. _____

 - _____ 7. _____

 - _____ Consultant Summation and Comment
- 10 Total

APPENDIX B

DERIVATION OF PROFIT (FIXED FEE)

Derivation of Profit Worksheet for
Architectural and Engineering Contracts

Project number/description: _____

Profit Factor	Rate	Weight (0.06-0.15)	Value (Rate x Weight)	Remarks
Degree of risk	25			
Relative difficulty of work	20			
Size of job	15			
Period of performance	20			
Contractor's investment	5			
Assistance by government	5			
Subcontracting	10			
TOTAL	100			

Prepared By: _____

Date: _____

For Operations Division Projects:

<u>Work Order Amount</u>	<u>Fixed fee</u>
<\$25,000	.12-.15
\$25,000-200,000	.10-.12
200,000-500,000	.08-.10
500,000-1,000,000	.06-.08
>1,000,000	.06

Instructions for Derivation of Profit Worksheet

Based on the circumstances of each procurement, each of the factors in the worksheet should be weighted 0.06 to 0.15 as indicated below. Obtain the value by multiplying the rate by the weight. The value column, when totaled, indicates the fair and reasonable profit percentage under the circumstances of the particular procurement.

1. Degree of risk: When the work involves no risk or the degree of risk is very small, the weighting should be 0.06. As the degree of risk increases, the weighting should be increased up to a maximum of 0.15. Contracts with options will have, generally, a higher weighted value than contracts without options for which quantities are provided. Other things to consider:
 - Portion of work to be done by subcontractors.
 - Nature of the work.
 - Reasonableness of negotiated costs.
 - Amount and type of labor included in the costs.
 - Amount of principal time required.
2. Relative difficulty of work: If the work is most difficult and complex, the weighting should be 0.15 and should be proportionately reduced to 0.06 on the simplest of jobs. This factor is tied into some extent with the degree of risk. Some things to consider:
 - Nature of the work.
 - Who does the work, that is, subcontractor or consultants?
 - What is the time schedule?
 - Rehabilitation work or new work.
3. Size of job: All costs not in excess of \$50,000 will be weighted at 0.15. Work estimated between \$50,000 and \$500,000 will be proportionately weighted between 0.15 to 0.09. Work estimated between \$500,000 and \$1,000,000 will be proportionately weighted between 0.09 to 0.06. Work estimated in excess of \$1,000,000 will be weighted at 0.06.
4. Periods of performance: Jobs with actual work time in excess of 180 days are to be weighted at 0.15. Jobs of lesser duration are to be proportionately weighted to a minimum of 0.06 for jobs not expected to exceed 60 days. No weight should be given where additional time is not required. This basically refers to changes that can be done within the original contract time. Exposure over a long period of time creates a greater chance of loss and less revenue to cover fixed expenses.
5. Contractor's investment: To be weighted from 0.06 to 0.15 on the basis of below average, average and above average. Things to consider:
 - Amount of subcontracting.
 - Government-furnished items.
 - Surveys.
 - Soil tests.
 - Method of making progress payment
6. Assistance by government: To be weighted from 0.15 to 0.06 on the basis of average to above average. Things to consider:
 - Use of as-built drawings.
 - Government survey.
 - Soil exploration.
 - Foundation recommendations.
7. Subcontracting: To be weighted inversely proportional to the amount of subcontracting. Where 80 percent or more of the work is to be subcontracted, the weighting is 0.06 and such weighting proportionately increased to 0.15 when all the work is performed by the contractor's own forces.

APPENDIX C
SMALL PURCHASE PROCEDURES, FEDERAL-AID
(Tier A)

South Dakota Department of Transportation Request for Small Purchase, Federal-Aid – Tier A

The South Dakota Department of Transportation (SDDOT) is inviting your firm to submit a Statement of Interest in response to this Request.

SUMMARY INFORMATION	
Project	
PCN No.	<Enter PCN No.>
Project No.	<Enter Project No.>
Location	<Enter Location>
Work Discipline	<Enter Work Discipline>
Project Manager Contact	
SDDOT Project Manager (PM)	<Enter PM>
PM Region /Area/ Office	<Enter PM Region / Area / Office>
PM Phone No.	<Enter PM Phone No.>
PM Email Address	<Enter PM Email Address>
Local Government Contact (if applicable)	
Local Government Contact (LGC)	<Enter LGC>
LGC Entity	<Enter LGC Entity>
LGC Phone No.	<Enter LGC Phone No.>
LGC Email Address	<Enter LGC Email Address>
Instructions	
Date Sending Request to Consultants	<Enter Date Sending Request to Invited Consultants>
Submission Deadline for Statements of Interest (SOIs) (PMs, The minimum turnaround time required to allow consultants is two weeks.)	<Enter Deadline Date> at 11:00 a.m. Central Time
Anticipated Completion Date for Scope of Work	<Enter Anticipated Completion Date of the work>
Submittal Instructions	Electronic submittal is required. Submit an electronic PDF file of the SOI to the SDDOT Project Manager and Local Government Contact (if applicable) by email prior to 11:00 AM Central Time on the deadline date. SOIs will not be accepted after the 11:00 a.m. deadline.
Format Instructions	Provide a Statement of Interest that includes: Availability, Interest and Qualifications. This may be in a letter format.

Firms contacted and ranking information:

Firm Name			
Date Contacted			
Availability			
Interest			
Qualifications			
Firm Selected			

**APPENDIX D
RANKING CRITERIA
FOR SOI**

Evaluation and Ranking Criteria

1. Project Team

- Described the qualifications, expertise, capabilities, and experience of key personnel on your proposed project team
- Adequate resources available
- Availability

A maximum of **40 points**

2. Project Approach

- Described a basic course of action, what alternatives and or preliminary approaches are proposed, and what provisions are identified for dealing with potential impacts, impediments, or conflicts.
- Provided a schedule of key project milestones and discuss the rationale behind this schedule.
- Technical letter properly interprets the project
- Proposed effort is consistent with scope of project.

A maximum of **40 points**

3. Reliability

- Satisfactory completion of past projects
- Meets time commitments
- Cooperative and flexible

A maximum of **10 points**

4. General

- No technical errors
- Good understanding of project objectives
- Proposed solutions are practical
- Implementation plan reflects knowledge of SDDOT policies and procedures
- Local presence
- Professional licensure

A maximum of **10 points**

APPENDIX E
REQUEST FOR STATEMENT OF INTEREST FORM
(Tier C or D)

South Dakota Department of Transportation Request for Statement of Interest – Tier C or D

The South Dakota Department of Transportation (SDDOT) is inviting your firm to submit a Statement of Interest in response to this Request.

SUMMARY INFORMATION	
Project	
PCN No.	<Enter PCN No.>
Project No.	<Enter Project No.>
Location	<Enter Location>
Work Discipline	<Enter Work Discipline>
Project Manager Contact	
SDDOT Project Manager (PM)	<Enter PM>
PM Region / Program	<Enter PM Region / Program>
PM Phone No.	<Enter PM Phone No.>
PM Email Address	<Enter PM Email Address>
Local Government Contact (if applicable)	
Local Government Contact (LGC)	<Enter LGC>
LGC Entity	<Enter LGC Entity>
LGC Phone No.	<Enter LGC Phone No.>
LGC Email Address	<Enter LGC Email Address>
Instructions	
Date Sending Request to Consultants	<Enter Date Sending Request to Invited Consultants>
Submission Deadline for Statements of Interest (SOIs) (<i>PMs, The minimum turnaround time required to allow consultants is two weeks.</i>)	<Enter Deadline Date> at 11:00 a.m.
Anticipated Completion Date for Scope of Work	<Enter Anticipated Completion Date of the Work Order>
Submittal Instructions	Electronic submittal is required. Submit an electronic PDF file of the SOI to the SDDOT Project Manager and Local Government Contact (if applicable) by email prior to 11:00 AM on the deadline date. SOIs will not be accepted after the 11:00 a.m. deadline.
Format Instructions	The SOI has a maximum page-limit of TWO 8½" x 11" pages, not counting the Cover Page (limited to ONE page), Project Experience Table (limited to ONE page), proposed key personnel form and short resumes (unlimited pages).

Project Goals

<Enter the Project-specific Goals.>

Scope of Work

<Enter the project-specific Scope of Work (at least 2-3 paragraphs).>

APPENDIX F

EMAIL STATEMENT OF INTEREST INVITATION TO CONSULTANT

(Tier C or D)

From: <PROJECT MANAGER>

To: <FIRM CONTACTS>

Date: Date & Time

Subject: <Project No., PCN No., County> Request for Statement of Interest

Hello,

Congratulations, your firm is invited to submit a Statement of Interest (SOI) for the above referenced project. Your firm is one of <#> firms chosen from the SDDOT Consultant Retainer Contract to submit a SOI.

This email has been sent to the primary contact for your firm listed in the Contract.

Following is a list of documentation to assist you in preparing a response:

- Request for Statement of Interest (RSOI) - Includes project information and the scope of work
- RSOI Format Instructions - Instructions on the preparation of the SOI
- SOI Cover Page - Required as part of consultant's proposal or PLOQ
- RSOI Ranking Sheet Form - Selection results form
- RSOI Consultant Selection Process - Work flow for the process of selecting consultants from the Consultant Retainer Contract for Tier C projects

The top three firms will be sent a Request for Proposal for this project. (optional verbiage, delete if not used)

Please either submit a SOI by the deadline listed in the RSOI, or an email declination.

If you have any questions, please contact the Consultant Services Coordinator or myself. Thank you in advance for responding to this invitation. <PROJECT MANAGER>

APPENDIX G
STATEMENT OF INTEREST COVER PAGE
(Tier C or D)

Statement of Interest (SOI) COVER PAGE FORM 2017-2019 Consulting Services	
Date:	
Project Information	
PCN No.:	
Project No.:	
Project Manager Individual Name:	
Firm	
Firm Name:	
Retainer Contract Agreement Number:	
Firm Address:	
Primary Contact (During Selection Administration Process)	
Primary Contact Name:	
Email:	
Office Phone No.:	
Cell Phone No.:	
Secondary Contact If applicable	
Secondary Contact Name:	
Email:	
Office Phone No.:	
Cell Phone No.:	
Acknowledgements	
<p><i>I understand the acceptance and completion criteria, submittal, and contract selection types. My firm shall comply with all state and federal contracting requirements applicable to the project. I understand SDDOT policies; procedures and processes may change during the duration of the project and shall comply with any changes required by SDDOT. I have fully and accurately disclosed any debarment, license issues, and/or investigations being performed by any governmental entity. Employees listed on the staffing plan are current bona fide employees of the firm.</i></p> <p><i>As authorized to sign for my organization, I certify the content of this Statement of Interest to be true, accurate and all matters fully disclosed as requested in the Request for Statements of Interest. I understand any misrepresentations or failure to disclose matters in the Statement of Interest is immediate grounds for disqualification.</i></p>	
Signature Block	
Signature:	
Name:	
Title:	

**APPENDIX H
REQUEST FOR PROPOSAL
(Tier D)**

SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

**NOTICE
OF
REQUEST FOR PROPOSAL
FOR
[DOT Office]**

The South Dakota Department of Transportation (SDDOT) is soliciting proposals from consulting firms for __(project number and PCN Number)___The project description is:_____the project location is:_____. This project is funded with Federal-aid through the Federal Highway Administration.

The scope of work for the project includes the following:

The Consultant will be required to provide the following services:

Project deliverables will include the following:

Project deadlines include the following:

The SDDOT requires that the Consultant submit a copy of a current GSA Standard Form 330 or SDDOT Form 925. In addition, the Consultant must include information that describes the firm's previous experience with similar projects. Identification of the proposed design team members, including specific team member experience with projects of this type, is helpful.

The firm selected shall have a Certificate of Authorization to practice engineering in the State of South Dakota at the time of contract signing. The SDDOT will afford equal opportunity to all those who submit Proposals and will not discriminate in its selection on the grounds of race, sex, color, or national origin.

Proposals should be directed to _____, SDDOT, 700 East Broadway Avenue, Pierre, SD, 57501-2586, Phone (605) _____; and must be received no later than _____.

APPENDIX I

EMAIL REQUEST FOR PROPOSAL INVITATION TO CONSULTANT

(Tier D)

From: <PROJECT MANAGER>

To: <FIRM CONTACTS>

Date: Date & Time

Subject: <Project No., PCN No., County> Request for Proposal

Hello,

Your firm is invited to submit a Proposal for the above referenced project.

This email has been sent to the primary contact for your firm listed in the Contract.

Following is a list of documentation to assist you in preparing a response:

- Request for Proposal (RFP) - Includes project information and the scope of work
- RFP Ranking Sheet Form - Selection results form
- RFP Consultant Selection Process - Work flow for the process of selecting consultants from the Consultant Retainer Contract for Tier___projects

If you have any questions, please contact the Consultant Services Coordinator or myself. Thank you in advance for responding to this invitation. <PROJECT MANAGER>

APPENDIX J
CONSULTANT WORK ORDER COST BREAKDOWN EXAMPLE

		Invoice: xxxxx	
Name of Consultant Agreement: NNNNNN			
Work Order LL-NN-NN Project: L NNNN(NN) PCN: NNNN			
Agreement: NNNNNN Consultant Project: NNNNNNN			
Direct Labor Salary Cost	Hours	Hourly Rate	Cost
Name - title			
Name - Sr. Engineer	2	\$ 47.95	\$ 95.90
Name - Lead Engineer	9	\$ 42.30	\$ 380.70
Name - Survey Tech	19	\$ 24.00	\$ 456.00
Name - Survey Crew Chief	24	\$ 46.00	\$ 1,104.00
Name - Draftsman	40	\$ 18.50	\$ 740.00
Name - Survey Tech 1	33	\$ 17.75	\$ 585.75
Total Direct Labor Cost	127		\$ 3,362.35
Labor Overhead Cost:		192.50%	\$ 6,472.52
Total Labor and Overhead			\$9,834.87
Fixed Fee	12%	\$ 9,834.87	\$ 1,180.18
Capital Cost of Money	0.50%	\$ 3,362.35	\$ 16.81
Direct expenses:			
Mileage	120	\$ 0.565	\$ 67.80
* Meals (Per Diem)	\$40.00	3	\$ 27.00
** Lodging	\$100.00	3	\$ 86.74
Photocopies		\$10.63	\$10.63
Postage			
Miscellaneous			
Total Direct Expense			\$ 498.43
TOTAL			\$ 11,530.29
* DOT Meal Rates			
** GSA Federal Travel Rates + Taxes			
Coding L = letter N = number			

APPENDIX K
WORK ORDER FORM 917 A and B

**WORK ORDER FOR CONSULTANT SERVICES
STATE PROJECTS**

DOT 917-A
03/23/2021

GENERAL

1 2 3
 4
 5

PROJECT INFORMATION

6 7 8
 9
 10
 11

For Specifics on the Scope of Work, See Attachment I

12 13
 14 15
 16 17
 18

See Attachment I for interim dates and deliverables.

CONTACT PERSONS

19

INSURANCE REQUIREMENTS

20 Type of Insurance	Expiration Date	On File
<input type="text" value="General Liability"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="Automobile Liability"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="Workers Compensation"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="Errors and Omissions"/>	<input type="text"/>	<input type="text"/>

21 ATTACHMENTS

APPROVAL BY:

_____ Date
 21
 _____ Date

DISTRIBUTION:

- (1) Original - Audits
- (1) Copy - Originating Office
- (1) Copy-Consultant

**WORK ORDER FOR CONSULTANT SERVICES
LOCAL GOVERNMENT PROJECTS**

DOT 917-B
03/23/2021

GENERAL

1 **Work Order No.** _____ 2 **Agr. No.** _____ 3 **Date** _____
 4 **Amendment No.** _____
 5 **Consultant** _____

PROJECT INFORMATION

6 **Project No.** _____ 7 **PCN** _____ 8 **County/City** _____
 9 **Project Description** _____
 10 **Project Location** _____
 11 **Work Type** _____

For Specifics on the Scope of Work, See Attachment I

12 MAXIMUM LIMITING AMOUNT _____	13 FIXED FEE _____
14 Amendment Amount _____	15 FIXED FEE _____
16 New Maximum Limiting Amount _____ \$0.00	17 FIXED FEE _____ \$0.00
18 COMPLETION DATE _____	

See Attachment I for interim dates and deliverables.

19 CONTACT PERSONS

Consultant _____
City or County _____
SDDOT _____

INSURANCE REQUIREMENTS

20 Type of Insurance	Expiration Date	On File
General Liability _____	_____	_____
Automobile Liability _____	_____	_____
Workers Compensation _____	_____	_____
Errors and Omissions _____	_____	_____

21 ATTACHMENTS

Services Required _____
Reimbursement for Travel _____

APPROVAL BY:

Consultant: _____ **Date** _____
City or County: _____ **Date** _____
 Concurrence
DOT: _____ **Date** _____

DISTRIBUTION: (1) Original - Audits
 (1) Copy - Consultant
 (1) Copy - Local Government Agency
 (1) Copy - Originating Office

DOT-917 WORK ORDER FORM INSTRUCTIONS

Work Order Codes

1 Work Order Number Work order numbers are based on the following format: Work Order Codes represents the office originating the work order; the next digits represent the sequence the work order was written, next two digits indicate the calendar year. Dashes are required between fields. D-02-15 is the 2nd work order initiated by Road Design in 2015.

The agreement number is the consultant retainer contract number. It is a 6 digit number starting with the number 4. They can be found in File Director under DOT-043 Contracts, Leases and Agreements.

2 Agreement Number

3 Date The date is the day that the work order was initiated by the originating office.

4 Amendment Number If this is an amendment, indicate the amendment number. If this is not an amendment, leave blank.

5 Consultant The name of the consultant as it appears on the retainer contract. Consultant names can be found on File Director under DOT-043 Contracts, Leases and Agreements, or on the web site at <http://www.sddot.com>

<http://www.sddot.com/business/design/consultant/2017-2019ConsultantsCompleteList.pdf>

6 Project Number This is the project number as shown in the STIP or in the SPR work program.

7 PCN Number This is the PCN as assigned in C2C

8 City/County This is the County the project is in. If it is an LGA-Urban project, this is the city it is in.

9 Project Description The project description as shown in the STIP.

10 Project Location The Project location as shown in the STIP.

11 Work Type These are the main functions that will be performed by the consultant. Examples include: preliminary engineering, surveying, traffic studies, environmental studies, construction staking, construction management and testing.

12 Maximum Limiting Amount This is the original maximum limiting amount of the work order, plus any previous amendments.

13 Fixed Fee This is the original fixed fee amount of the work order, plus any previous amendments. Audits track this information separately.

14 Amendment Amount For this particular amendment, indicate the additional amount of the limiting amount.

15 Amendment Fixed Fee For this particular amendment, indicate the additional fixed fee.

16 New Max Limiting Amount Add the Previous Max limiting amount to the Amendment Max limiting amount for the new total.

17 New Fixed Fee Add the Original Fixed Fee to the Amendment Fixed Fee

18 Completion Date Include the overall completion date, interim completion dates are included in Attachment I.

19 Contact Persons For the SDDOT, include the project manager who will be the daily contact person for the consultant

20 Insurance Information The consultant insurance expiration dates are found at M:\DOT\Common\All DOT Shared Documents and Templates\Administration\Copies of Insurance\Current Certs. If the consultants insurance information is not up to date, contact Tiffany Harjich at 773-2406 or Coleen Busser at 773-8148

21 Attachments Include attachments necessary for services required and reimbursement for travel.

22 DOT Signatures The DOT signature authority is specified in the Delegation of Authority Policy No. DOT-S-ADM-4.1 on the Intranet at: <http://intapps.sd.gov/hm80Policy/PolicyDocs/DOT-S-ADM-4.1.docx> Work orders up to \$100,000 can be signed by Program Managers.

LPA - PE - BIG GRANT WO

For PE-BIG grant work orders that have already been approved by the LPA in the grant application process, no additional LPA signature on the work order is necessary.

Aberdeen Area	A
Aberdeen Region	AR
Administration - LGA	AM
Airport	API
Belle Fourche Area	BF
Bridge Inspections - LGA	BI
Custer Area	C
Environmental	EN
Finance Office	F
Geotechnical Office	GO
Huron Area	H
Legal	L
LGA	LGA
Materials and Surfacing	MS
Mitchell Area	M
Mitchell Region	MR
Mobridge Area	MO
Office of Bridge	B
Office of Road Design	D
Operations Support	OS
Pierre Area	P
Pierre Region	PR
Project Dev	PD
Railroad	RR
Rapid City Area	RA
Rapid City Region	R
Safe Routes to School	SRTS
Sioux Falls Area	SF
Subsurface work	UT
Watertown Area	W
Winner Area	WI
Yankton Area	Y

APPENDIX L

TASK ORDER FORM

**TASK ORDER AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
[Type GOVERNMENT'S Name] (LOCAL GOVERNMENT)
AND
[Type CONSULTANT'S Name] (CONSULTANT)**

In accordance with the South Dakota Department of Transportation Consultant Services Manual, LOCAL GOVERNMENT has elected to take advantage of the South Dakota Department of Transportation (SDDOT) master retainer agreement with CONSULTANT and is therefore entering into this task order agreement.

GENERAL

Task Order No.: **[Type Task Order #]**

SDDOT Agreement No.: **[Type Contract #]**

Agreement Date: **[Type Contract Date]** _____

A copy of Agreement Control Number by this reference made a part of this Agreement.

CONSULTANT will not be reimbursed for work performed prior to the Notice to Proceed Letter. LOCAL GOVERNMENT cannot issue the Notice to Proceed prior to final execution of this task order.

PROJECT INFORMATION

Project No.: **[Project #]**, County: **[Type County]**, PCN: "**[Type PCN # if applicable]**"

Project Location: **[Location]**

Project Type: **[Type of Work]**

SCOPE OF WORK

1.

2.

SERVICES REQUIRED

See attached breakdown sheet for labor hours and costs, fringe benefits, overhead, any other direct costs and fixed fee.

MAXIMUM LIMITING FEE

[\$Type Amount]

INSURANCE REQUIREMENTS

Verified: Yes _____ No _____

TASK ORDER COMPLETION DATE

[Date all work is to be submitted and accepted by LOCAL GOVERNMENT]

DELIVERABLE DATES

Submit [List product] – [Due Date]

Submit [List product] – [Due Date]

Submit [List product] – [Due Date]

CONTACT PERSONS

LOCAL GOVERNMENT: Highway Superintendent, City Engineer, or Person in charge of the project, [Title]

CONSULTANT: [Consultant's Project Manager]

APPROVAL

CONSULTANT

LOCAL GOVERNMENT

[Type CONSULTANT'S Name] _____

[Type GOVERNMENT'S Name] _____

By: _____

By: _____

Title: _____

Its: Mayor

Date: _____

Date: _____

(Corporate Seal)

Attest:

City Auditor/Clerk

(City Seal)

CONSULTANT SIGNATURE NOTARIZED:

CORPORATE ACKNOWLEDGMENT

State of _____)

:ss

County of _____)

On this _____ day of _____, _____, before me, _____, a Notary Public, personally appeared _____ who acknowledged himself/herself to be the _____ [title/position] of _____, [corporation name] and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such officer.

In witness whereof I hereunto set my hand and official seal.

Notary Public

My commission expires on _____

[Notary Seal]

DISTRIBUTION:

- 1 - Consultant (original)
- 1 - SDDOT Audit
- 1 - Finance Office (original)
- 1 - SDDOT Applicable Program

SERVICES REQUIRED

		Invoice: xxxxx		
Name of Consultant Agreement: NNNNNN				
Work Order LL-NN-NN Project: L NNNN(NN) PCN: NNNN				
Agreement: NNNNNN Consultant Project: NNNNNNN				
Direct Labor Salary Cost	Hours	Hourly Rate	Cost	
Name - title				
Name - Sr. Engineer	2	\$ 47.95	\$	95.90
Name - Lead Engineer	9	\$ 42.30	\$	380.70
Name - Survey Tech	19	\$ 24.00	\$	456.00
Name - Survey Crew Chief	24	\$ 46.00	\$	1,104.00
Name - Draftsman	40	\$ 18.50	\$	740.00
Name - Survey Tech 1	33	\$ 17.75	\$	585.75
Total Direct Labor Cost	127		\$	3,362.35
Labor Overhead Cost:		192.50%	\$	6,472.52
Total Labor and Overhead				\$9,834.87
Fixed Fee	12%	\$ 9,834.87	\$	1,180.18
Capital Cost of Money	0.50%	\$ 3,362.35	\$	16.81
Direct expenses:				
Mileage	120	\$ 0.565	\$	67.80
* Meals (Per Diem)	\$40.00	3	\$	27.00
** Lodging	\$100.00	3	\$	86.74
Photocopies		\$10.63	\$10.63	
Postage				
Miscellaneous				
Total Direct Expense			\$	498.43
TOTAL			\$	11,530.29
* DOT Meal Rates				
** GSA Federal Travel Rates + Taxes				
Coding L = letter N = number				

APPENDIX M

FORM DOT-904 PAYMENT VOUCHER

DOT Payment Voucher

Use Tab Key to navigate through required fields

AP3
 Check this box only if you require the warrant be

<p>VENDOR # <input style="width: 200px; height: 20px;" type="text"/></p> <p>INVOICE # <input style="width: 200px; height: 20px;" type="text"/></p> <p>INVOICE AMOUNT <input style="width: 200px; height: 20px;" type="text"/></p> <p>INVOICE DATE <input style="width: 200px; height: 20px;" type="text"/></p> <p>CONTRACT # <input style="width: 200px; height: 20px;" type="text"/></p> <p>PREPARED BY <input style="width: 200px; height: 20px;" type="text"/></p>	<p>VENDOR NAME <input style="width: 200px; height: 20px;" type="text"/></p> <p>REMIT TO ADDRESS <input style="width: 200px; height: 20px;" type="text"/></p> <p>ADDRESS LINE #2 (IF NEEDED) <input style="width: 200px; height: 20px;" type="text"/></p> <p>CITY, STATE ZIP <input style="width: 200px; height: 20px;" type="text"/></p> <p>REMIT MESSAGE <input style="width: 200px; height: 20px;" type="text" value="SDDOT"/></p> <p>DELIVERY DATE <input style="width: 200px; height: 20px;" type="text"/></p>
---	--

Company	Account	Center	Project Coding	PCN #	Function	P/N	Amount
Total Amount Due:							\$0.00

Note: If correction is needed pen-and-ink & initial the changes

<u>WORK ORDER NUMBER</u> <input style="width: 150px; height: 20px;" type="text"/>	<u>COUNTY OR CITY</u> <input style="width: 200px; height: 20px;" type="text"/>
--	---

Notes (please put coding in boxes provided above):

I declare and affirm under the penalties of perjury that this claim has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.

 Claimant Date

 Authorization Date

Internal Auditor's Stamp Approval

APPENDIX N

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Howalt+McDowell Insurance 300 N. Cherapa Place, Ste 601 PO Box 5113 Sioux Falls SD 57117-5113		CONTACT NAME: Alicia Carlson, AIS, AU PHONE (A/C No. Ext.): (605) 339-3874 FAX (A/C No.): (605) 339-3620 E-MAIL ADDRESS: acarlson@howaltmcdowell.com	
		INSURER(S) AFFORDING COVERAGE INSURER A: Phoenix Insurance Company INSURER B: Travelers Indemnity Co INSURER C: Travelers Ind Co of America INSURER D: Continental Casualty Ins. Co. INSURER E: INSURER F:	NAIC #

COVERAGES **CERTIFICATE NUMBER:** 1516Prof'1 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			68	11/1/2015	11/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			BA	11/1/2015	11/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A	11/1/2015	11/1/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	<input type="checkbox"/> Y/N						
D	<input checked="" type="checkbox"/> Professional Liability <input checked="" type="checkbox"/> Claims-Made Basis			A	10/3/2015	10/3/2016	Per Claim Limit \$2,000,000 Aggregate Limit \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Proof of Insurance.

CERTIFICATE HOLDER South Dakota DOT Division of Fiscal & Public Assistance 700 E Broadway Ave Pierre, SD 57501-2586	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE J Muller, CIC, CRIS/C <i>Janard Muller</i>

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 INS025 (09/05/04) The ACORD name and logo are registered marks of ACORD.

APPENDIX O
WORK ORDER CLOSURE NOTICE

DOT Contract/Work Order Closure Form

The noted Contract/Work Order can now be closed. All work has been completed, the final bill has been processed, and the applicable fixed fees have been paid. A new form MUST be completed for each Consultant, Sub-consultant, and Project associated with the Contract/Work Order. If your Work Order spans more than one Contract, a separate form is needed for each Contract it spans.

DATE	
TO	Office of Audits
FROM	

COMPANY/CONSULTANT NAME	
CONTRACT NUMBER	
WORK ORDER NUMBER	
DOT PROJECT CODING	
PCN	
MAX LIMITING AMOUNT	
MAX LIMITING AMOUNT PAID	
MAX LIMITING AMOUNT BALANCE	
FIXED FEE AMOUNT	
FIXED FEE PAID	
FIXED FEE BALANCE	

NOTES/COMMENTS

***All fields are required to be filled or form will be returned to originating office.**

**APPENDIX P
PREQUALIFICATION FORM**

ENGINEERING QUALIFICATIONS

PART I - CATEGORY-SPECIFIC QUALIFICATIONS

A. CATEGORY INFORMATION

1. CATEGORY (*State or Local*):
 2. PUBLIC NOTICE DATE:
 3. AGREEMENT YEAR: **2020 - 2022**
-

B. CORPORATE OFFICE

4. NAME OF FIRM:
 5. ADDRESS (*street, state & zip code*):
 6. TELEPHONE NUMBER:
 7. FAX NUMBER:
 8. WEB SITE ADDRESS:
 9. DUNS NUMBER:
 10. OWNERSHIP – TYPE:
 11. OWNERSHIP – SMALL BUSINESS STATUS:
-

C. PROPOSED TEAM

(Complete this section for all key offices.)

- 12a. FIRM NAME (*Identify main or branch office*):
 - 13a. POINT OF CONTACT (*Name and Title*):
 - 14a. ADDRESS:
 - 15a. E-MAIL ADDRESS:
 - 16a. ROLE IN THIS CATEGORY:
-

- 12b. FIRM NAME (*Identify main or branch office*):
 - 13b. POINT OF CONTACT (*Name and Title*):
 - 14b. ADDRESS:
 - 15b. E-MAIL ADDRESS:
 - 16b. ROLE IN THIS CATEGORY:
-

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Please attach)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CATEGORY

(Complete one Section E for each key person.)

17a. NAME AND TITLE:

18a. ROLE IN THIS CATEGORY:

19a. YEARS EXPERIENCE - TOTAL:

20a. YEARS EXPERIENCE - WITH CURRENT FIRM:

21a. FIRM NAME AND LOCATION *(City and State):*

22a. EDUCATION *(Degree and Specialization):*

23a. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline):*

24a. OTHER EXPERIENCE AND PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.):*

17b. NAME AND TITLE:

18b. ROLE IN THIS CATEGORY:

19b. YEARS EXPERIENCE - TOTAL:

20b. YEARS EXPERIENCE - WITH CURRENT FIRM:

21b. FIRM NAME AND LOCATION *(City and State):*

22b. EDUCATION *(Degree and Specialization):*

23b. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline):*

24b. OTHER EXPERIENCE AND PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.):*

17c. NAME AND TITLE:

18c. ROLE IN THIS CATEGORY:

19c. YEARS EXPERIENCE - TOTAL:

20c. YEARS EXPERIENCE - WITH CURRENT FIRM:

21c. FIRM NAME AND LOCATION *(City and State):*

22c. EDUCATION *(Degree and Specialization):*

23c. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline):*

24c. OTHER EXPERIENCE AND PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.):*

25. Personnel by Discipline (List each person once, by primary function)

<input type="checkbox"/> Administrative	<input type="checkbox"/> Electrical Engineers	<input type="checkbox"/> Oceanographers	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Architects	<input type="checkbox"/> Estimators	<input type="checkbox"/> Planners: Urban/Regional	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Chemical Engineers	<input type="checkbox"/> Geologists	<input type="checkbox"/> Sanitary Engineers	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Civil Engineers	<input type="checkbox"/> Hydrologists	<input type="checkbox"/> Soils Engineers	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Construction	<input type="checkbox"/> Interior Designers	<input type="checkbox"/> Specification Writers	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Inspectors	<input type="checkbox"/> Landscape Architects	<input type="checkbox"/> Structural Engineers	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Draftsmen	<input type="checkbox"/> Mechanical Engineers	<input type="checkbox"/> Surveyors	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Ecologists	<input type="checkbox"/> Mining Engineers	<input type="checkbox"/> Transportation Engineers	<input type="checkbox"/>	<input type="checkbox"/> Total Personnel
<input type="checkbox"/> Economists				

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CATEGORY

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

26a. EXAMPLE PROJECT KEY NUMBER:

27a. TITLE AND LOCATION (*City and State*):

28a. YEAR COMPLETED - PROFESSIONAL SERVICES:

29a. YEAR COMPLETED - CONSTRUCTION (*If applicable*):

30a. PROJECT OWNER'S INFORMATION - PROJECT OWNER:

31a. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME:

32a. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER:

33a. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT:
(Include scope, size, cost, and for each team member involved in this project list their name & role):

26b. EXAMPLE PROJECT KEY NUMBER:

27b. TITLE AND LOCATION (*City and State*):

28b. YEAR COMPLETED - PROFESSIONAL SERVICES:

29b. YEAR COMPLETED - CONSTRUCTION (*If applicable*):

30b. PROJECT OWNER'S INFORMATION - PROJECT OWNER:

31b. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME:

32b. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER:

33b. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT:
(Include scope, size, cost, and for each team member involved in this project list their name & role):

26c. EXAMPLE PROJECT KEY NUMBER:

27c. TITLE AND LOCATION (*City and State*):

28c. YEAR COMPLETED - PROFESSIONAL SERVICES:

29c. YEAR COMPLETED - CONSTRUCTION (*If applicable*):

30c. PROJECT OWNER'S INFORMATION - PROJECT OWNER:

31c. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME:

32c. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER:

33c. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT:
(Include scope, size, cost, and for each team member involved in this project list their name & role):

G. ADDITIONAL INFORMATION

34. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY: *(Attach additional sheets as needed)*

H. AUTHORIZED REPRESENTATIVE: The foregoing is a statement of fact.

35. SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

36. DATE SIGNED: _____

37. NAME AND TITLE OF SIGNER: _____

List of Experience Categories (Profile Codes)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	D01	Dams (<i>Concrete; Arch</i>)
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	D02	Dams (<i>Earth; Rock</i>); Dikes; Levees
A03	Agricultural Development; Grain Storage; Farm Mechanization	D03	Desalinization (<i>Process and Facilities</i>)
A04	Air Pollution Control	D04	Design-Build - Preparation of Requests for Proposals
A05	Airports; Nav aids; Airport Lighting; Aircraft Fueling	D05	Digital Elevation & Terrain Model Dvlpmt.
A06	Airports; Terminals and Hangars; Freight Handling	D06	Digital Orthophotography
A07	Arctic Facilities	D07	Dining Halls; Clubs; Restaurants
A08	Animal Facilities	D08	Dredging Studies and Design
A09	Anti-Terrorism/Force Protection	E01	Ecological and Archeological Investigations
A10	Asbestos Abatement	E02	Educational Facilities; Classrooms
A11	Auditoriums and Theaters	E03	Electrical Studies and Design
A12	Automation; Controls; Instrumentation	E04	Electronics
B01	Barracks; Dormitories	E05	Elevators; Escalators; People-Movers
B02	Bridges	E06	Embassies and Chanceries
C01	Cartography	E07	Energy Conservation; New Energy Sources
C02	Cemeteries (<i>Planning and Relocation</i>)	E08	Engineering Economics
C03	Charting; Nautical and Aeronautical	E09	Environmental Impact Studies, Assessments or Statements
C04	Chemical Processing and Storage	E10	Environmental and natural Resource Mapping
C05	Child Care/Development Facilities	E11	Environmental Planning
C06	Churches; Chapels	E12	Environmental Remediation
C07	Coastal Engineering	E13	Environmental Testing and Analysis
C08	Codes; Standards; Ordinances	F01	Fallout Shelters; Blast-Resistant Design
C09	Cold Storage; Refrigeration and Fast Freeze	F02	Field Houses; Gyms; Stadiums
C10	Commercial Building (<i>Low Rise</i>); Shopping Centers	F03	Fire Protection
C11	Community Facilities	F04	Fisheries; Fish Ladders
C12	Communications Systems; TV; Microwave	F05	Forensic Engineering
C13	Computer Facilities; Computer Service	F06	Forestry and Forest Products
C14	Conservation and Resource Management	G01	Garages; Vehicles Maintenance Facilities; Parking Decks
C15	Construction Management	G02	Gas Systems (<i>Propane; Natural, Etc.</i>)
C16	Construction Surveying	G03	Geodetic Surveying: Ground and Airborne
C17	Corrosion Control; Cathodic Protection Electrolysis	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting		
C19	Cryogenic Facilities		

Code	Description	Code	Description
G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing Scribing, Drafting	M08	Modular systems Design; Pre-Fabricated Structures or Components
G06	Graphic Design	N01	Naval Architecture; Off-Shore Platforms
H01	Harbors; Jetties; Piers, Ship Terminal Facilities	N02	Navigation Structures; Locks
H02	Hazardous Materials Handling and Storage	N03	Nuclear Facilities; Nuclear Shielding
H03	Hazardous, Toxic, Radioactive Waste Remediation	O01	Office Buildings; Industrial Parks
H04	Heating; Ventilating; Air Conditioning	O02	Oceanographic Engineering
H05	Health Systems Planning	O03	Ordnance; Munitions; Special Weapons
H06	High-rise; Air-Rights-Type Buildings	P01	Petroleum Exploration; Refining
H07	Highways; Streets; Airfield Paving; Parking Lots	P02	Petroleum and Fuel (<i>Storage and Distribution</i>)
H08	Historical Preservation	P03	Photogrammetry
H09	Hospital and Medical Facilities	P04	Pipelines (<i>Cross-Country - Liquid and Gas</i>)
H10	Hotels; Motels	P05	Planning (<i>Community, Regional, Areawide and State</i>)
H11	Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>)	P06	Planning (<i>Site, Installation, and Project</i>)
H12	Hydraulics and Pneumatics	P07	Plumbing and Piping Design
H13	Hydrographic Surveying	P08	Prisons and Correctional Facilities
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage	R01	Radar; Sonar; Radio and Radar Telescopes
J01	Judicial and Courtroom Facilities	R02	Radio Frequency Systems and Shieldings
L01	Laboratories; Medical Research Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (<i>Parks, Marinas, Etc.</i>)
L03	Landscape Architecture	R05	Refrigeration Plants/Systems
L04	Libraries; Museums; Galleries	R06	Rehabilitation (<i>Buildings; Structures; Facilities</i>)
L05	Lighting (<i>Interior; Display; Theater, Etc.</i>)	R07	Remote Sensing
L06	Lighting (<i>Exteriors; Streets; Memorials; Athletic Fields, Etc.</i>)	R08	Research Facilities
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M05	Military Design Standards	R11	Rivers; Canals; Waterways; Flood
M06	Mining and Mineralogy	S01	Safety Engineering; Accident Studies; OSHA Studies
M07	Missile Facilities (<i>Silos; Fuels; Transport</i>)	S02	Security Systems; Intruder and Smoke Detection
		S03	Seismic Designs and Studies

Code	Description
S04	Sewage Collection, Treatment, and Disposal
S05	Soils and Geologic Studies; Foundations
S06	Solar Energy Utilization
S07	Solid Wastes; Incineration; Landfill
S08	Special Environments; Clean Rooms, Etc.
S09	Structural Design; Special Structures
S10	Surveying; Platting; Mapping; Flood Plain Studies
S11	Sustainable Design
S12	Swimming Pools
S13	Storm Water Handling and Facilities
T01	Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>)
T02	Testing and Inspection Services
T03	Traffic and Transportation Engineering
T04	Topographic Surveying and Mapping
T05	Towers (<i>Self-Supporting and Guyed Systems</i>)
T06	Tunnels and Subways
U01	Unexploded Ordnance Remediation
U02	Urban renewals; Community Development
U03	Utilities (<i>Gas and Steam</i>)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouse and Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

APPENDIX Q

CONSULTANT EVALUATION FORM

CONSULTANT EVALUATION FORM for Road Design

Consultant:			
Project No.:		County:	
Scope of Work:			
Work Order Number:		Agreement Number:	
Original Limiting Amount: \$		Actual Final Amount: \$	
Start Date:		Original Completion Date:	
Rater:		Program Manager:	
Date:			

Technical Evaluation Criteria

1. Demonstration of knowledge of acceptable road engineering design criteria and procedures (including familiarity with the application of AASHTO Specifications, good design practices and SDDOT design standards).

Rating Value:

Comments:

2. Quality of Completed Plans (legibility, organization/content, format and accuracy).

Rating Value:

Comments:

Total Technical Rating (out of 5)=

#DIV/0!

Explanation of Individual Rating Values (Technical Evaluation)

- 0 - N/A
- 1 - **Poor:** Critical items missed, unacceptable solutions, unresponsive, plans review incomplete
- 2 - **Marginal:** Items missed, numerous revisions needed, non-standard plans format
- 3 - **Fair:** General understanding of specs, some revisions needed, plans format may not follow standard
- 4 - **Good:** Good understanding of specs, only minor revisions needed, plans format generally follows standard
- 5 - **Very Good:** Complete understanding of design specs, no or very few minor revisions required, plans are clear, accurate, complete and follow standard SDDOT format.

Contract Evaluation Criteria

1.	Completion of work within terms of contract (timeliness, cost, scope of work fulfillment).	Rating Value: Comments:	<div style="border: 1px solid black; background-color: yellow; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; background-color: yellow; width: 850px; height: 35px;"></div>
2.	General spirit of cooperation (responsiveness, cooperation, attitude, flexibility).	Rating Value: Comments:	<div style="border: 1px solid black; background-color: yellow; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; background-color: yellow; width: 850px; height: 35px;"></div>
3.	Adequate staff assigned to project (sufficient numbers and distribution of staff, competency, and experience).	Rating Value: Comments:	<div style="border: 1px solid black; background-color: yellow; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; background-color: yellow; width: 850px; height: 35px;"></div>
4.	Ability to meet contract requirements with minimum direction (frequency and nature of assistance, direction or repeated direction required). Comment on amount and reasons for amendments.	Rating Value: Comments:	<div style="border: 1px solid black; background-color: yellow; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; background-color: yellow; width: 850px; height: 35px;"></div>
5.	Quality of contract book keeping/accounting (responsiveness in getting contract initiated, frequency of invoicing errors or incomplete documentation, adherence to DOT procedures).	Rating Value: Comments:	<div style="border: 1px solid black; background-color: yellow; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; background-color: yellow; width: 850px; height: 35px;"></div>
Total Contract Rating (out of 5)=			#DIV/0!

Explanation of Individual Rating Values (Contract Evaluation)

- 0 - N/A
- 1 - Poor: Unjustified time extensions, uncooperative, uncompleted scope, unreasonable costs, lack of key staff
- 2 - Marginal: Questionable time extensions, lack of experienced staff, proposal deviations, cost overruns, frequent assistance
- 3 - Fair: Generally timely, some assistance needed, scope generally fulfilled, may be short of experienced staff involvement
- 4 - Good: Deadlines met, minor assistance needed, completed scope, adequate staffing, responsive, within limiting fee
- 5 - Very Good: Ahead of schedule, under limiting fee, no or very little mince assistance required, responsive, cooperative, good customer service.

Technical Evalzation Rating (out of 5):	#DIV/0!
Contract Evaluation Rating (out of 5):	#DIV/0!
Total Rating (out of 10):	#DIV/0!

This form should be completed by the ORD or LG staff person/persons assigned the consultant contract administration responsibility for the project. Copy to the file, Consultant and Local Government Assistance Office.

APPENDIX R
AGREEMENT AND WORK ORDER COVER SHEET

APPENDIX S
Proposed Key Personnel to Be Used on
Project
(Tier C or D)

Proposed Key Personnel to Be Used on Project

NAME	FIRM NAME	TITLE	License or Certification if Required	PROPOSED ROLE ON THE PROJECT

1. Include all personnel who are proposed to work on the project including sub-consultants. Use multiple sheets of this form if needed. Short resumes may be included.
2. If the Project Team has a change in key personnel during the selection or negotiation process, the Consultant is required to submit notification in writing immediately to the SDDOT PM. If the Project Team has a change in any personnel after the Notice to Proceed on a work order, the Consultant is required to immediately notify the PM. If SDDOT does not approve the change, the SDDOT may request a revision to the proposal, revisit the selection process, score the Consultant lower on the evaluation form, or terminate the contract.

APPENDIX T
General Conflict of Interest Waiver
Form

REQUEST FOR WAIVER

THIS IS A PUBLIC DOCUMENT

Date: _____

Employee Name: _____

Employee Signature:

Company Name:

The Employee shall disclose below any contract in which the Employee has an interest or from which the Employee derives a direct benefit.

1. Contracts in which you have an interest pursuant to SDCL Chapter 3-23 and which do not violate any other provision of law - Provide the following for each contract in which you have, or will have, an interest. For further information see SDCL 3-23-2.1 and 3-23-3.1.
 - a) Description of the contract
 - b) Parties
 - c) Description of your interest/role in the contract
 - d) Date contract was previously disclosed; if applicable

2. Contracts in which you have a direct benefit pursuant to SDCL Chapter 3-23 - Provide the following for each contract from which you derive, or will derive, a direct benefit. For more information see SDCL 3-23-2, 3-23-2.2 and 3-23-3.1.
 - a) Description of the contract
 - b) Parties
 - c) Description of the direct benefit
 - d) Date contract was authorized

3. Entities in which you possess an ownership interest of five percent or more that receive grant money from the State, either directly or by a pass-through grant, or that contract with the State or any political subdivision for services – Provide the following for each such entity. See SDCL 3-23-3.1.
 - a) Description of the contract or grant
 - b) Party in which you possess the interest
 - c) State agency or subdivision

APPENDIX U

Time Extension Amendment Letter

Example



Department of Transportation
Division of Planning & Engineering
Office of Administration
700 East Broadway Avenue
Pierre, South Dakota 57501-2586
OFFICE: 605-773-3390 FAX: 605-773-4870

June 29, 2021

Jane Doe Engineering, Inc.
PO BOX 123
1234 1st St.
Anywhere, State 12345

RE: P0123(56)78 and NH0123(45)78 This and That Counties, PCN 01NN, 02NN, and 03NN
N-1-2021 Amendment # 2

Dear John Doe,

The following Amendment is to be performed under the terms of Agreement Number 012345 between your firm and the South Dakota Department of Transportation.

Amendment # 2 – Work Order N-1-2021

It is understood and agreed between the parties that certain work was performed by the CONSULTANT before this Agreement was executed. Further, it was the intent of the parties that the CONSULTANT performs this work and be paid in accordance with a contract. In light of the foregoing, the parties hereto ratify the acts of the CONSULTANT which may have been performed during this period of time and agree to pay for the services which were performed. The effective date of this amendment shall be December 29, 2021.

The Work Order Completion Date is extended to March 1, 2022 as requested and needed for the finaling process.

If you have any questions, please feel free to contact our office at 555-123-1234.

Sincerely,

DEPARTMENT OF TRANSPORTATION

Jane Doe, PE
Engineer

cc: Division of Finance, Internal Audits, Compliance Officer, Project Development, Operations Support,
Area File, Region Engineer